

AGENDA

**City of University Heights, Iowa
City Council Meeting**

Monday, September 19, 2016

City Hall

1004 Melrose Avenue

5:00 – 6:00 pm.

Meeting called by Mayor Wally Heitman

Time	Topic	Owner
5:00	Call to Order Meeting	Roll Call Wally Heitman
	Public Input	Public Comments
	Consideration of Resolution No. 16-50 , authorizing the mayor to sign amendments to the PUD Development Agreement and the TIF Development Agreement between the City of University Heights and Jeff Maxwell, including those concerning the One University Place development proceeding as two parcels and two condominium regimes ; concerning payment for public improvements; and concerning acquisition of community space.	Steve Ballard
	Changes to community center schematic, specifically modification of size of police storage and office and relocation of water fountain.	Wally Heitman
	Set up listening meeting for residents regarding football game days - time, place, and methods of notification of residents. Council member Quezada will secure meeting place and develop information for distribution to residents. Mayor will either moderate meeting or select resident to do so.	Wally Heitman
	Announcements	Anyone
6 :00	Adjournment	Wally Heitman

Next Regular City Council Meeting is October 11, 2016: Horn School

RESOLUTION NO. 16-50

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND THE CLERK TO ATTEST THE SECOND AMENDMENT TO THE PUD AND TIF DEVELOPMENT AGREEMENTS FOR ONE UNIVERSITY PLACE

WHEREAS, the City Council of the City of University Heights, Iowa, has previously approved the development known as One University Place (“OUP”); and

WHEREAS, the City of University Heights, Iowa, and Jeff Maxwell entered into a PUD Development Agreement for OUP with Jeff Maxwell dated as of June 9, 2015, and a TIF Development Agreement for OUP dated as of August 11, 2015 to permit, govern, and regulate the OUP development; and

WHEREAS, the PUD Development Agreement and the TIF Development Agreement address, contemplate, and describe the OUP development as concerning one parcel of real property and proceeding as one condominium regime and one governing condominium owners’ association but with two buildings; and

WHEREAS, the PUD Development Agreement and the TIF Development Agreement address, contemplate, and describe payment for certain public improvements (intersection and turn lane) to be made by the OUP developer by reimbursing the City directly for such costs; and

WHEREAS, the PUD Development Agreement and the TIF Development Agreement address, contemplate, and describe the possible lease or purchase of certain OUP commercial condominium space by the City for use as community space; and

WHEREAS, the OUP developer and the City desire to amend the PUD Development Agreement and the TIF Development agreement to clarify, modify, and specify certain provisions concerning the parcels of property involved in, the condominium submission for, and the ongoing governance of the OUP development; the mechanism and timing of reimbursement to the City for certain public improvements; and the acquisition of certain community space by the City in OUP; and

WHEREAS, the PUD Development Agreement and the TIF Development Agreement each provide that they may not be amended or modified except by written instrument signed by both the City and the OUP developer; and

WHEREAS, the PUD Development Agreement and the TIF Development Agreement previously were amended to provide that certain utility work would be performed by the City as part of the OUP development, with the costs of such work to be reimbursed to the City,

NOW BE IT RESOLVED that the Mayor of the City of University Heights is authorized to sign and the Clerk to attest the Second Amendment to PUD Development Agreement and TIF Development Agreement for One University Place in the form attached hereto as Exhibit "A".

Upon motion by _____, and seconded by _____, the vote was as follows:

	AYES:	NAYS	ABSENT
Haverkamp	_____	_____	_____
Lane	_____	_____	_____
Maher	_____	_____	_____
Quezada	_____	_____	_____
Zimmermann	_____	_____	_____

Upon Roll Call thus recorded, the Resolution is declared adopted this 13th day of September, 2016.

Weldon E. Heitman (Wally), Mayor
City of University Heights

ATTEST:

Christine M. Anderson, City Clerk

WORKING DRAFT AS OF 5-199-14-16
SUBJECT TO CHANGES AND ADDITIONS

Prepared By and Return to: Thomas H. Gelman, 321 East Market Street, Box 2150, Iowa City, IA 52244 - Phone (319) 354-1104

**DECLARATION
OF
SUBMISSION OF PROPERTY TO
HORIZONTAL PROPERTY REGIME**

PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA

REGIME NAME: One University Place ~~South-North~~ Condominium

DECLARANT: One University Place, LLC,
an Iowa limited liability company
3011 Sierra Court SW
Iowa City, Iowa, 52240

DATE OF DECLARATION: ~~December~~ _____, ~~2015~~2016

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

**One University Place ~~South-North~~ Condominium
University Heights, Iowa**

This Declaration of Submission of Property to the Horizontal Regime is made and executed in Iowa City, Iowa, the _____ day of ~~December~~ _____, 201~~65~~, by One University Place, LLC, an Iowa limited liability company, hereinafter referred to as “Declarant” pursuant to the provisions of the Horizontal Property Act, Chapter 499B, 2015 Code of Iowa, as amended.

RECITALS

1. Declarant is the owner of certain real property located in University Heights, Johnson County, Iowa, and more particularly described as follows:

Auditor’s Parcel ~~2015088-2015087~~ according to the Survey Plat thereof recoded in Book 60, Page 10, of the Plat Records of Johnson County, Iowa (the “~~real estate~~Real Estate”).

2. Declarant is the owner of (i) the above-described ~~real-estate~~Real Estate, (ii) the building and other improvements constructed (or to be constructed) upon said ~~real-estate~~Real Estate, and (iii) easements, rights and appurtenances belonging thereto, and it is the desire and the intention of the Declarant to divide the “~~project~~Project” (defined below) into ~~commercial-and~~residential condominium units in accordance with the applicable zoning and “PUD Documents” (defined below), and to either retain or sell and convey the condominium units to various purchasers, pursuant to the provisions of the Act, and to impose upon the ~~project~~Project and its future owners mutually beneficial restrictions, covenants, and conditions for the ownership, management and operation of the ~~project~~Project.

3. Declarant desires and intends by filing this Declaration to submit the above-described ~~real-estate~~Real Estate and the building and other improvements constructed (or to be constructed) thereon, together with all easements, rights and appurtenances belonging thereto, to the provisions of the Act as a condominium project to be known as One University Place ~~SouthNorth~~ Condominium, in University Heights, Iowa.

NOW, THEREFORE, the Declarant does hereby publish and declare that all ~~property-Real~~ Estate described above as part of the ~~project~~Project 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 condominium units and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any party acquiring or owning an interest in the ~~project~~Project and their grantees, successors, assigns, agents, personal representatives, executors, administrators, heirs, devisees and beneficiaries.

ARTICLE I

Definitions and other General Provisions Applicable to this Declaration

1. Act. The term “Act” shall mean the Horizontal Property Act, Chapter 499B, 2015 Code of Iowa, as amended.
2. Declarant. The term “Declarant” shall mean One University Place, LLC, an Iowa limited liability company, which has made and duly executed this Declaration, and any successor One University Place, LLC may designate in writing as the successor Declarant.
3. Declaration. The term “Declaration” shall mean this instrument by which One University Place ~~South~~North Condominium is established as provided under the Act.
4. Project or Regime. The term “~~P~~project” and “~~R~~egime” shall interchangeably mean the entire parcel of ~~real estate~~Real Estate described in this Declaration to be divided into common elements and ~~commercial and~~ residential condominium units, including all structures and improvements thereon (or to be built thereon) and all easements, rights and appurtenances belonging thereto.
5. Unit. The term “unit” shall mean one or more rooms occupying part of one or more floors intended for use as a ~~separate commercial suite or as a~~ separate residential dwelling, as permitted by applicable zoning, and not owned in common with other owners in the ~~regime~~Regime. The boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and each unit includes the portions of the building so described associated with such unit and the air space so encompassed. There is appurtenant to each unit its specified interest in the common elements.
6. General Common Elements. The term “general common elements” shall have the meaning as defined in Article IV of this Declaration.
7. Limited Common Elements. The term “limited common elements” shall have the meaning as defined in Article V of this Declaration.
8. Building. The term “building” shall mean and include the structure described in this Declaration constructed (or to be constructed) on the ~~real estate~~Real Estate.
9. Condominium. The term “condominium” means the entire estate in the real property owned by all Owners, and consisting of all such Owners’ undivided interest in the Common Elements and their separate ownership interest of all units. The condominium may also be referred to as the “Regime” or the “Condominium Regime” and has the same meaning as “~~p~~Project”
10. Owner. The term “owner” means any person or entity with an ownership interest in a unit in the ~~project~~Project. Owner shall not include a tenant or other occupant who does not also hold an ownership interest.
11. Association. The term “Association” means One University Place ~~South~~North Condominium Owners Association, Inc., an Iowa non-profit corporation, and its successors.

12. Condominium Documents. The term “condominium documents” means this Declaration, all exhibits attached hereto, including the Articles of Incorporation and By-laws of the Association, and any duly adopted amendments to any such documents (“condominium document” in the singular).

13. PUD Documents. The term “PUD Documents” means the One University Place PUD Plan approved by the City Council of University Heights, Iowa on June 9, 2015 and the PUD Development Agreement entered into between the City of University Heights and Jeffrey L. Maxwell (predecessor to Declarant) dated effective on June 9, 2015.

14. TIF Development Agreement. The term “TIF Development Agreement” means the Development Agreement entered into between the City of University Heights, Iowa and Jeffrey L. Maxwell (predecessor to Declarant) dated effective on August 11, 2015.

15. City. The term “City” means the City of University Heights, Iowa.

16. By-laws. The term “By-laws” means the by-laws of the Association as constituted and amended from time to time.

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

17. 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 or any other condominium document.

18. 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.

ARTICLE II

Description of Land, Building, and Units

1. Description of Land. The land submitted to the ~~regime~~Regime is located in Johnson County, Iowa, and is described as:

Auditor’s Parcel ~~2015088-2015087~~ according to the Survey Plat thereof recoded in Book 60, Page 10, of the Plat Records of Johnson County, Iowa, together with all easements, rights and appurtenances presently or in the future associated therewith.

2. Description of Building. The building consists of one free-standing structure generally described as follows:

A ~~commercial/multi-family~~ residential building comprised of approximately ~~60,000~~161,194 square feet on ~~four-seven (7)~~ levels, ~~three-five (35)~~ of which are at or above grade, having ~~initially three (3) ground level commercial units, twenty-four~~seventy-three (2473) two (2) bedroom residential units on upper levelsthe ground level and upper four levels, seven (7) one (1) bedroom residential units on the ground level and upper four levels, and common areas including ~~one-two~~ levels of underground parking, stairwells, utility/equipment/mechanical areas, entrances, foyers, lobbies, corridors, and hallways,

storage areas, a concierge office, and two building and elevators. The separate levels contain the following:

- The Parking Level 1, the two levels below grade, level contains approximately forty-four (44)fifty-nine (59) parking spaces, plus one two utility rooms, two elevators, an IT room, and a stairwell, stair well, one elevator and elevator equipment room, and three utility rooms.
- The Parking Level 2, one level below grade, contains approximately sixty-one (61) parking spaces, plus two utility rooms, two elevators, an elevator machine room, a stairwell, and a refuse/recycling enclosure.
- The First Level, the ground level, contains thirteen (13) two-bedroom residential dwelling units and three (3) one-bedroom residential dwelling units (all subject to being combined as permitted in this Declaration into fewer larger units), plus a concierge office, a common room, two elevators, elevator vestibule, two stairwells, hallways, corridors, and a refuse shaftcommercial office space, with adjacent plaza, walkways, play area and surface parking area, plus two stairwells, elevator, elevator vestibule, walkway/entrance lobby between commercial units, and a storage/multi purpose closet.
- The Second Level, above grade, contains twelve (12)fifteen (15) two-bedroom residential dwelling units and one (1) one-bedroom residential dwelling unit (all subject to being combined as permitted in this Declaration into fewer larger units), plus two elevators, elevator vestibule, two stairwells, hallways, corridors, and a refuse shafttwo stairwells, a storage/multipurpose closet, hallways/corridors, elevator and elevator vestibule.
- The Third Level, above grade, contains twelve (12)fifteen (15) two-bedroom residential dwelling units and one (1) one-bedroom residential dwelling unit (all subject to being combined as permitted in this Declaration into fewer larger units), plus two elevators, elevator vestibule, two stairwells, hallways, corridors, and a refuse shafttwo stairwells, a storage/multipurpose closet, hallways/corridors, elevator and elevator vestibule.
- The Fourth Level, above grade, contains fifteen (15) two-bedroom residential dwelling units and one (1) one-bedroom residential dwelling unit (all subject to being combined as permitted in this Declaration into fewer larger units), plus two elevators, elevator vestibule, two stairwells, hallways, corridors, and a refuse shaft.
- The Fifth Level, above grade, contains fifteen (15) two-bedroom residential dwelling units and one (1) one-bedroom residential dwelling unit (all subject to being combined as permitted in this Declaration into fewer larger units), plus two elevators, elevator vestibule, two stairwells, hallways, corridors, and a refuse shaft.

The building has been (or will be) constructed to the following general specifications:

The lower ~~level~~ parking ~~area levels is are~~ constructed of cast in place concrete floor ~~and walls~~ with ~~a~~ precast concrete exterior walls, structural frame and ceiling. The first floor of the building is constructed of precast concrete ~~columns, beams and~~ floor plank with wood framed walls and

ceilings. First floor contains ~~commercial-residential~~ units, and the residential commons area. The second, ~~and third~~, fourth and fifth floor levels are constructed of wood framing, which floors contain residential dwelling units. All levels are connected by ~~a-two~~ common elevators and two stairwells.

~~The walls at the ground floor levels are constructed with concrete masonry units covered with an air barrier membrane, insulated with 2 inches of exterior rigid insulation, and clad with masonry veneer or thermally modified wood siding.~~

All exterior walls at the ~~second-first through and third~~fourth and fifth floor levels are constructed with 2x wood studs 16" O.C., fully insulated with R19 fiberglass insulation in the stud cavity. The exterior face is covered with 7/16" ~~o.s.b. sheathing~~fire retardant plywood or gypsum board sheathing, a weather barrier membrane, and clad with either masonry veneer, thermally modified wood siding, or composite metal panel siding

The interior face of the exterior stud walls are covered with 5/8" sheetrock with all joints receiving joint and tape application. All interior wall surfaces are finished with latex paint.

~~—————~~The ~~first second~~ level floor systems are constructed of precast concrete plank. The ceiling finish is covered with 5/8" gypsum sheathing fastened to a suspended framing system hung from the joists. The floor surface is 3" cast in place concrete topping on the precast planks. The ~~second through fifth~~third level floor systems are constructed with engineered wood floor joists. The ceiling finish is covered with 5/8" gypsum sheathing fastened to a suspended framing system hung from the joists. The floor joist compartment is partially insulated with fiberglass batt insulation. The floor surface is 3/4" o.s.b. sheathing, covered by 1 1/2" of gypsum concrete topping.

~~—————~~The roof system is constructed with engineered wood roof joists. The interior face is covered with 5/8" gypsum sheathing fastened to a suspended framing system hung from the joists. The exterior roof surface is 3/4" o.s.b. sheathing, covered by R30 rigid insulation, covered by 60 mil roofing membrane fully adhered. All roof parapet trim is composite with metal coping flashing.

~~—————~~All ground floor level doors and windows are insulated full light ~~tempered~~ glass with aluminum frames, with automatic closures. All second and third floor level windows are insulated glass with aluminum frame. Dwelling unit entry doors are 20 minute rated, solid core, wood, painted, flush panel design, and automatic closure. All dwelling unit interior doors are solid core wood, painted, flush construction. Door frames are to be steel welded type with steel casing trim, painted.

~~—————~~Generally, all dwelling unit interior cabinets are softwood lumber framing and particle board, with painted maple overlay door. Kitchen and vanity countertops engineered quartz. Bathroom and kitchens have chrome accessories.

~~—————~~At ~~third-first through fifth~~ floor levels, carpeting, vinyl plank, and porcelain tile floor coverings are installed directly on gypsum concrete subfloor. At ~~second-ground~~ floor level, carpeting, vinyl plank, and porcelain tile floor coverings are installed directly on concrete

topping slab. ~~At ground floor level commercial spaces, final finish flooring is to be installed directly on concrete topping.~~

~~—————~~All above ground water supply lines are copper, rigid PVC, or flexible tubing. Waste and vents are PVC. City water and sewer service all ~~commercial spaces and~~ dwelling units. Each ~~commercial unit (excepting possibly subunits), apartment common areas,~~ and dwelling units are individually electric metered. Each ~~commercial dwelling unit (excepting possible subunits), and the~~ apartment commons, ~~and dwelling units~~ are conditioned by individual HVAC equipment. The remote equipment is located on the roof.

~~—————~~~~Each commercial unit (excepting possibly subunits) and t~~The first floor residential commons area ~~are is~~ provided with ~~its a separate own~~ electrical service panel and electric meter. Each dwelling unit is provided with ~~its own a separate~~ 150 amp service panel and electric meter. Cable TV, internet and telephone cable/wiring will be installed to each unit.

3. Description of the Units. Annexed hereto and made part hereof as **Exhibit “A”** is a list of all units in the building containing each unit’s designation, approximate area, fractional undivided interest in the common elements, number of votes in the Association, and prorata share of common expenses. Annexed hereto and made part hereof as **Exhibit “D”** is a site plan showing the location of the building, and the exterior common elements to which it has immediate access. Annexed hereto and made a part hereof as **Exhibit “E”** are the building’s floor plans. Annexed hereto (or to be annexed hereto as part of an amendment) and made a part hereof as **Exhibit “F”** are the building plans for the Building. These Exhibits, together with the definition of the term “unit” in Article I, show the location and dimensions of each unit and the location of interior and certain exterior common elements. Annexed hereto (or to be annexed hereto as part of an amendment) and made a part hereof as Exhibit “G” is an “as built” certificate of a qualified professional.

ARTICLE III **Ownership Interests**

1. Exclusive Ownership and Possession by Owner. Each owner shall be entitled to exclusive ownership and possession of such owner’s unit. Each owner shall be entitled to an undivided interest in the Common Elements in the fraction expressed in Exhibit “A” to this Declaration. The percentage undivided interest of each owner in the Common Elements as expressed in Exhibit “A” shall have a permanent character and shall not be altered without the consent of all owners expressed in an amendment to this declaration duly recorded. The percentage undivided 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 o~~Owners may use the common elements in accordance with the purpose for which they are intended, pursuant to the rules and regulations that the Association may enact from time to time, without hindering or encroaching upon the lawful rights of other unit owners.

A unit owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, ceiling, windows and doors bounding such owner’s unit, nor shall the owner be deemed to own the utilities running through such owner’s unit that are used for or serve more than one unit, except as a percentage of an undivided interest in the Common Elements. An owner, however, shall

have the exclusive right to paint, repaint, tile, wax, paper, carpet or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows and doors bounding such owner's unit.

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~~Regime.

3. Undivided Fractional Interest. An undivided interest in the land and other common elements of the ~~regime~~Regime, regardless of whether such elements are general or limited common elements, shall be appurtenant to each unit. The percentage of such undivided interest appurtenant to each unit is as set forth on Exhibit "A".

4. General Common Elements. Appurtenant to each unit shall be a right to use and enjoy the general common elements pursuant to the rules and regulations that the Association may enact from time to time.

5. Limited Common Elements. The exclusive use by owners of the limited common elements shall be deemed an appurtenance to the unit or units for which such limited common elements are reserved, provided 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 One University Place ~~South~~North Condominium Owners Association, Inc. and a vote in the affairs of the Association and of the ~~regime~~Regime; provided, however, that the exercise of such voting and membership rights shall be subject to the applicable provisions of the Articles and By-laws 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 By-laws of the Association and this Declaration shall be final and conclusive upon all unit owners. The number of votes to which each unit owner is entitled on matters subject to owner voting is set out in Exhibit "A" to this Declaration.

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, repairs, and replacements as authorized;
- (b) Through the units and common elements for maintenance, repairs and replacements or reconstruction of common elements, but access to units for such purposes shall be only during reasonable hours except in case of emergency or reconstruction after casualty;
- (c) Every portion of a unit contributing to the support of a building is burdened with an easement for such support for the benefit of all other benefited units;

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

ARTICLE IV
General Common Elements

1. Definition. General Common Elements shall include all portions of the ~~project~~Project (land and improvements thereon) not included within any unit except such portions of the ~~project~~Project that are defined as limited common elements in Article V. The general common elements include, but are not limited to, the following:

- (a) The land upon which the ~~regime~~Regime (including the building, parking areas, drives, walks, yards, open space, landscaping and all other condominium facilities and common elements); is located and the airspace above such land;
- (b) The foundations, floors, ceiling, roofs and structural components of each unit and of the building;
- (c) All installations, fixtures, improvements, and elements of the building's roof;
- (d) Common installations for ~~regime~~Regime utilities, including but not limited to:
 - (i) electricity;
 - (ii) natural gas;
 - (iii) communication (telephone, internet, etc.);
 - (iv) cold water;
 - (v) sanitary sewer; and
 - (vi) cable TV.
- (e) Exterior recreational areas, yards, plantings, landscaping, ~~and other street scape elements~~; driveways; surface and underground parking areas, subject to the Condominium Documents and rules of the Association for assignment and use of such parking areas by unit owners, tenants, customers, guests and others; stormwater drainage ways and systems; on-site stormwater detention facilities; offsite sanitary sewer lift stations; and ~~sidewalks and~~ walkways;
- (f) The mechanical/utility rooms, chases, closets, trash enclosures, storage areas serving the building generally;

- (g) Building entrances, exits, vestibules, lobbies, foyers, corridors and hallways existing for common use;
- (h) The design of the building and grounds and the integrity and appearance of the ~~regime~~Regime as a whole are of common interest to all unit owners and, as such, shall be a part of the general common elements; ~~and~~
- (i) In general, all other installations, fixtures, and improvements existing for common use, except as limited by the limited common elements described in Article V; ~~and-~~
- ~~(j) The building's solar panels and all related component parts, equipment and systems are common elements associated with providing energy for the common elements.~~

ARTICLE V
Limited Common Elements

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

2. Reservation. The following common elements are reserved and shall constitute the Limited Common Elements:

- (a) Any non-loadbearing walls and partitions separating units from other units are reserved for such affected units;
- (b) Common entrances, exits, lobbies, vestibules, hallways, corridors, stairwells, utility closets, and other common areas and facilities serving only a portion of the residential units are reserved for the residential units such areas and facilities serve within the building;
- (c) ~~(Reserved)Common entrances, exits, lobbies, vestibules, hallways, corridors, utility closets, and other common areas and facilities serving only commercial units are reserved for the commercial units within the building;~~
- (d) Balconies, decks, or patios, if any, associated with a unit are reserved for the immediately adjacent unit with direct access thereto;
- (e) Any parking spaces or areas, underground or on the surface, that under the Condominium Documents or rules of the Association have been assigned for use for only certain ~~residential and/or commercial~~ unit owners and/or their respective, tenants, customers, guests and invitees, as may be applicable and permitted;
- (f) ~~(Reserved)Any ground level plaza areas that under the Condominium Documents or rules of the Association have been assigned for use for only certain~~

~~commercial unit owners and/or their respective, tenants, customers, guests and invitees, as may be applicable and permitted;~~

- (g) ~~In the event the City becomes the owner of Unit #103, the exterior fenced green-space area adjacent to and east of such unit, and the area on the south plaza adjacent to the entry door to such unit (a strip 10 feet wide along the south side of said Unit #103) shall each be a limited common element associated exclusively with Unit #103 (subject to Section 2(z) of Article IX below)(Reserved);~~
- (h) ~~The building's elevator(s) and all related component parts, equipment and systems are limited common elements associated with all residential units(Reserved); and~~
- ~~(i) The building's solar panels and all related component parts, equipment and systems are limited common elements associated with all commercial units; and~~
- (ji) ~~(Reserved)The surface parking of the project is a limited common element of the Commercial units, except the northerly most row, which is a general common element, with all such parking subject to the Condominium Documents and rules of the Association for assignment and use of such parking areas by unit owners, tenants, customers, guests and others.~~

3. Right of 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 enter upon such limited common elements.

ARTICLE VI

Declarant's Reserved Rights and Powers

1. Declarant's Activities. Declarant is irrevocably and perpetually empowered, subject to the City-enforceable restrictions in this Declaration, the PUD Documents, the TIF Development Agreement and applicable laws, to sell, rent or lease units to any person or entity and shall have the right to transact on the condominium ~~real-estate~~Real Estate any activities relating to construction, repair, maintenance, replacement, renovation, sale, lease, rental or management of units, including but not limited to, the right to maintain signs, employees, independent contractors and equipment to show units. All signs and all items and equipment pertaining to sales or rentals or construction and any unit furnished by the Declarant for sales purpose shall not be considered common elements and shall remain the Declarant's separate property. Declarant retains the right to be and remain the owner, and use for Declarant's own business purposes, one or more unsold units under the same terms and conditions as other owners, including membership in the Association, save for Declarants rights to sell, rent or lease.

2. Reservation of Easements. Declarant expressly reserves perpetual easements for ingress, egress and utility purposes as may be required across, under and over the land submitted to the ~~regime~~Regime.

3. Designation of Association Directors. Declarant shall have the right to name all members of the Board of Directors of the One University Place ~~South~~North Condominium Owners Association, Inc. until the first annual members' meeting of said Association, which shall be held as provided in the By-laws of said Association. Thereafter the Board of Directors shall be selected in the manner specified in the By-laws of said Association.

4. Completion of Construction of the Units. Declarant hereby reserves the right to complete, finish, alter or improve the exterior and interiors of the units on its own initiative or pursuant to an agreement with the purchaser of a particular unit. Unit owners may also install non-load bearing walls and make other non-structural alterations or improvements to their units. Unit owners are responsible to see to the proper insurance of unit alterations or improvements, whether such alterations or improvements are made by the Declarant or not. Declarant is not responsible for the design and safety of owner-installed alterations or improvements. No work by an owner is permitted that will jeopardize the soundness of a unit or common elements or impair any easement. Any alteration or improvement of a unit shall neither increase nor decrease the fractional interest in the common elements appurtenant to that unit or otherwise affect the rights and privileges of other unit owners.

5. Subdivision of Unit(s). Declarant may subdivide any ~~commercial—four-bedroom residential dwelling~~ unit Declarant may own into two ~~or more additional~~two-bedroom units, provided the total number of residential dwelling units in the Regime (or in the combined Regime and One University Place South Regime) does not exceed the total number of residential dwelling units permitted under applicable ordinances. Developer may at any time file an amendment to this Declaration in order to fully describe and define the subdivided unit(s) and make adjustments to the percentage interest of common and limited common elements appurtenant to such subdivided units. The Declarant will re-allocate votes and the percentage interest of common and limited common elements appurtenant to subdivided units so that the votes and fractional interests of the original unit so divided will be split, as the Declarant in its sole discretion deems fit, between the newly created subdivided units. Declarant's subdivision of a unit shall not affect the percentage interest or voting rights allocated to any other unit.

6. Combination of Unit(s). Declarant may combine any two or more units Declarant may own into one larger unit. ~~Developer-Declarant~~ may at any time file an amendment to this Declaration in order to fully describe and define the combined unit and make adjustments to the percentage interest of common and limited common elements appurtenant to such combined unit. The Declarant will re-allocate votes and the percentage interest of common and limited common elements appurtenant to combined units so that the votes and fractional interests of the original units so combined will also be combined in the newly created combined unit. Declarant's combination of units shall not affect the percentage interest or voting rights allocated to any other unit. Nothing in this Declaration shall limit any unit owner from owning adjacent units and combining them for use as a larger residential dwelling. Such owner shall retain all voting rights and assessment obligations associated with the respective combined units. Such a combination for use as a larger dwelling shall not affect the percentage interest or voting rights allocated to any other unit. No combination of two or more units may be made if it will violate any applicable City ordinance. Any units so combined may be later divided back into the original units.

7. Additional Improvements. Declarant may, in its sole discretion (subject to the City enforceable restrictions in this Declaration, the PUD Documents, the TIF Development Agreement and applicable laws) construct additional improvements, including without limitation, roads, drives, parking, sidewalks and landscaping. The consent of owners of units and their mortgagees is not required for the installation of such improvements.

8. Assignment of Declarant's Rights. Declarant may assign its rights and powers under this Declaration, in whole or in part, without the consent of unit owners or the Association.

9. Right of Access. Declarant and its designees, including, but not limited to contractors, shall have and enjoy an on-going easement in, upon, over, through, under and across general common elements for as long as Declarant shall be engaged in the development, construction, ownership, sale or leasing of units, for the purpose of construction, installation, maintenance and repair of the condominium ~~regime~~Regime, for ingress and egress to all units and to all general and common elements, and for the use of all driveways and common parking areas. In addition, Declarant reserves for itself and its designees the irrevocable and perpetual right to enter into, upon, over, through or under the general and limited common elements as reasonably necessary to install, maintain and/or repair any improvements located or to be located thereon.

10. Dedication of Public Right-of-way. ~~The Declarant hereby reserves the right to dedicate and convey portions of the real-Real estate-Estate within the regime to the City for Melrose Avenue-Sunset Street public street right-of way purposes as shown on the approved PUD Plan or as otherwise may be useful and convenient, with such dedication documentation to be in a form approved by the City Attorney, all to be in accordance with the PUD Documents or as may otherwise be necessary or convenient for the appropriate development of the pProject.~~

11. ~~(Reserved) Granting of Public Easements. The Declarant hereby reserves the right to grant to the City the following easements to be in a form approved by the City Attorney:~~

~~(a) — An easement for the erection, maintenance, replacement and use of a bus shelter along Melrose Avenue, as shown on the PUD Plan, to the extent not within City right-of-way. The bus shelter shall be installed, maintained, repaired and replaced by the City or, in accordance with a 28E agreement, by the municipal provider of the bus service.~~

~~(b) — An easement for any portion of the sidewalk adjacent to the project along Melrose Avenue not within City right-of-way, which sidewalk shall be installed by the Declarant and maintained by the Association.~~

12. Financial Incentives under TIF Development Agreement. The Declarant, as assignee and successor to the Developer under the TIF Development Agreement, hereby reserves all rights of the Developer under the TIF Development Agreement to all financial incentives, payments, rebates and other entitlements ("TIF Payments") payable or deliverable to the Developer by the City (or other taxing authority or official) under the TIF Development Agreement. By becoming a unit owner, each such owner (other than Declarant) assigns, transfers and conveys to Declarant (and its specified assignee of such rights) any and all rights and/or entitlements to TIF Payments such owner may at any time acquire by virtue of becoming a unit owner.

13. Assignment of Parking Spaces. The Declarant reserves the right, in connection with its reserved right to sell, rent and lease units, to assign certain underground and surface area parking spaces for the exclusive use, consistent with ~~project~~Project rules, by one or more specific unit owners and/or their invitees and guests.

~~1314. (Reserved) Assignment of South Plaza Areas. The Declarant reserves the right, in connection with its reserved right to sell, rent and lease units, to assign certain areas of the plaza on the~~

~~south side of the building for the exclusive use, consistent with local ordinances and project rules, of one or more specific commercial unit owners and/or their tenants, invitees and guests.~~

15. Access and Utility Easements. The Declarant hereby reserves for Declarant and Declarant's designees (including, but not limited to its contractors) and successors, and reserves the right to grant to others (including, but not limited to future unit owners, occupants, invitees, guests, and visitors of One University Place South Condominium Regime), a perpetual access easement upon, over, through, under and across the Real Estate of the Regime for i) any and all streets (public and private), drives and walkways shown on the approved PUD Plan or otherwise approved for access to and from the real estate south of the Regime, including, but not limited to, One University Place South Condominium Regime, and ii) any and all utilities and services necessary or convenient for the appropriate development and operation of real estate south of the Regime, including, but not limited to, One University Place South Condominium Regime.

ARTICLE VII Management of the Regime

1. Association. The operation of the condominium shall be by a nonprofit membership corporation organized and existing under Chapter 504, 2015 Code of Iowa, as amended. The name of the Association shall be "One University Place ~~South~~North Condominium Owners Association, Inc." Copies of its Articles of Incorporation and of its By-laws are attached hereto as Exhibit "B" and Exhibit "C", 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 2015 Code of Iowa, as amended.

2. Compliance. All owners, tenants, guests, and other persons or entities using or occupying the ~~regime~~Regime shall be bound by and strictly comply with the provisions of the By-laws of the Association and applicable provisions of other condominium documents, and all agreements, regulations and determinations lawfully made by the Association through its members, directors, officers or agents, as authorized by the condominium documents, shall be binding on all such owners and other persons. A failure to comply with the By-laws or the provisions of the other condominium documents or any agreement, regulation 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, or injunctive relief without waiving either remedy.

3. Powers of Association. Each owner agrees that the Association (acting as the Council of Co-owners) has and shall exercise all powers, rights, and authority granted unto it and the owners as a group by Chapter 504 and 499B of the 2015 Code of Iowa, as amended, and such as are more particularly set forth in the condominium documents, including, but not limited to, the making of assessments chargeable to owners and the creation of a lien on units thereof, and to acquire a unit at foreclosure sale and to hold, lease, mortgage, or convey the same. Assessments made by the Association against the units and unit owners may be for the common benefit of the owners, including, but not limited to: maintenance, repairs, and replacement of the common elements; administering, operating, and insuring the common elements and the Association; providing utilities and services for the common elements; and providing utilities and services to the units, provided that any such services and utilities that are not

separately metered to each unit shall be equitably allocated among the units on a prorated or other reasonable basis as maybe determined by the Association.

4. Partition. All unit owners shall be deemed to have waived all rights of partition, if any, which they may have in connection with the ownership of a unit within the ~~regime~~Regime.

5. Membership, Voting Rights. The members of the Association shall consist of all of the record owners of units. 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, and the membership of the prior owner shall be thereby terminated. The members of the Association shall be entitled to cast the number of votes for each unit owned by such member as is specified in **Exhibit "A"** to this Declaration.

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 a unit.

7. Board of Directors/Managers. The affairs of the Association shall be conducted by a board of Directors in accordance with the By-laws of the Association.

(a) Prior the first annual meeting of the Association the initial directors, at least three (3) and up to five (5), shall be appointed by the Declarant (initially being those persons designated as such in the Association's Articles of Incorporation) and may be removed, reappointed and/or replaced by the Declarant, until their successors shall be elected by the members, or **appointed by the City**, in the manner provided in this Declaration and the By-laws. The initial Directors or replacement initial Directors as selected by the Declarant shall serve until the date on which the Declarant has sold and given possession of at least 60% of the units within the ~~project~~Project, and the replacement Directors have been elected from among members at the first annual meeting as prescribed in the By-laws. From and after the first annual meeting, the affairs of the Association shall be conducted by a board of five (5) Directors elected or appointed as provided in the By-laws and this Declaration; and, until all units are sold by the Declarant, the Declarant may appoint one (1) director to sit as a member of the Board of Directors in addition to the other five (5) elected or appointed directors. Such Director appointed by the Declarant shall have the same voting rights as the other elected or appointed Directors.

(b) **In the event the City becomes the owner of a commercial unit ~~of the Project~~in the adjacent One University Place South Condominium, and from and so long as the City is such an owner, then ~~at the City's option in addition to being a voting member of the Association with all rights of membership afforded to a unit owner by the Declaration~~, one (1) representative of the City, as appointed from time to time by the City Council, shall be a voting member of the Association's Board of Directors adding one (1) initial director or replacing one of the five elected directors, as the case may be. Notwithstanding any other provision of this Declaration, this Section 7(b) of Article VII of the Declaration may not be amended, deleted or otherwise modified without approval of the City by appropriate resolution of the City Council.**

ARTICLE VIII

Maintenance, Alteration and Improvement

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

- (a) “Maintenance” or “repair” shall mean the act of maintaining, repairing, restoring, renovating, reconstructing, replacing, rebuilding and similar work necessary to preserve a unit or common element of the ~~regime~~Regime in or substantially 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 Amended or Supplementary Declaration.

2. Maintenance by Association.

- (a) The Association shall maintain all General Common Elements and, except as otherwise provided herein, all Limited Common Elements. **As part of its maintenance obligations, the Association shall maintain the landscaping and exterior improvements in accordance with the PUD Plan for the ~~project~~Project as approved by the City. As part of its maintenance obligations, the Association may cooperate and coordinate with the One University Place South Condominium Owners Association, Inc. on any and all matters relating to the mutual welfare of the respective owners and occupants of the Regime and such adjacent condominium regime, as anticipated in Article VII, Paragraph 7(d) above.** The Association shall make assessments for such maintenance as a common expense except where maintenance has been specifically made the responsibility of each unit or certain units. On a reasonable basis, as determined by the Board of Directors of the Association, assessments for limited common element expenses for maintenance, repairs and other items may be made against the ~~type of units (commercial or residential)~~ that exclusively use in common certain of the limited common elements.

~~(i) For example, assessments for repairs and maintenance to lobbies, vestibules, corridors, hallways, stair wells, parking areas, elevator and elevator lobbies and other areas or facilities within the building or project providing access or otherwise servicing only or primarily residential units may be assessed solely among the owners of residential units in the proportions for residential units only, as specified on Exhibit “A”.~~

~~(ii) As a further example, assessments for repairs and maintenance to the south plaza area, the east play area, certain parking areas, solar panels and system, and other areas or facilities within the building or project providing access or otherwise servicing only or primarily commercial units may be assessed solely among the owners of commercial units in the proportions for commercial units only, as specified on Exhibit "A". Further, For example, the Board of Directors may reasonably assess on a prorata basis certain limited common element expenses benefitting only some units (such as balcony or patio maintenance and repairs) among the units and owners benefited by such limited common elements.~~

- (b) The Association shall repair incidental damage caused to a unit or common elements through maintenance by the Association and shall assess the cost thereof as a common expense.
- (c) If a unit owner defaults on such owner's responsibilities of maintenance, the Association shall assume such responsibilities and shall assess the cost thereof against the unit of such owner and such assessment shall be collectible as if it were an assessment for common expenses.
- (d) The Association may, in its discretion, assume responsibility for any maintenance that 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 such costs were incurred or assessed against all units as a common expense according to the circumstances.

~~(e) The unit owners, through the Association, will perform, as recommended in the maintenance manual for the Regime ("Maintenance Manual") provided by the Project's developer (the Declarant) and its contractor(s), all necessary routine maintenance and maintenance inspections of materials, equipment, fixtures, components and/or systems of the Regime's improvements, as well as any necessary repairs and other maintenance called for as a result of such maintenance inspections. The Association, and each unit owner by acquiring a unit subject to this Declaration, waives any claim against the Project's developer, architects, and contractors for damages and expenses arising from the Association's failure to perform the recommended maintenance and maintenance inspections contained in the Maintenance Manual. The Association shall further indemnify the Project's developer, architects, and contractors from any damages and expenses arising from the Association's failure to perform the recommended maintenance and maintenance inspections specified in the Maintenance Manual.~~

3. Maintenance by Owners.

- (a) Each unit owner at such owner's expense shall be responsible for maintenance and repair of the interior, including the boundary surfaces, of such unit and its

equipment, shall keep the interior of its unit in a clean and sanitary condition, shall do all redecorating, painting and other finishing that may at any time be necessary to maintain the unit, and shall be responsible for the maintenance of all personal property including floors, carpets, cabinets, counters, furnishings, and appliances within such unit.

- (b) Each unit owner shall be responsible for maintaining the plumbing fixtures within such unit, and the heating and air conditioning unit serving such unit, and all other utilities or portions thereof exclusively serving such unit and located within the boundaries of the unit or elsewhere within the building.
- (c) Each unit owner, at such owner's expense, shall maintain any improvement or other alteration made by such unit owner.
- (d) Each unit owner shall promptly report to the Association any defects or other maintenance needs that are the responsibility of the Association.
- (e) Each unit owner shall follow Association rules for preserving the clean, sanitary and maintained condition of the ~~project~~Project.

4. Alterations or Improvements by Owners. No unit owner (except for the Declarant in accordance with its reserved rights under Article VI) shall make or permit to be made any structural alteration to a unit, to a common element, or to the building without first obtaining written consent of the Board of Directors of the Association, which consent may be given by a general rule or regulation. The Association Board shall determine the proper amount of additional Association insurance, if any, for such improvement or other alteration, and the effect of such improvement or alteration on insurance of other property of the ~~regime~~Regime. The Board of Directors of the Association shall arrange with such unit owner for the payment of the cost of any additional insurance thereby required. Alterations to the exterior of the building or any 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~~Regime as a whole. Such owner shall do no act or work that will impair the structural soundness or integrity of a building or safety of the ~~regime~~Regime or impair any easement. The improvement or alteration of a unit shall cause no increase or decrease in the number of votes or ownership interests in the common elements appurtenant to such unit.

5. Alterations or Improvements by the Association. Whenever, in the judgment of the Board of Directors, the common elements shall require an addition, alteration, or improvement costing in excess of \$25,000 and the making of such addition, alteration, or improvement shall have been approved by the unit owners holding a majority of votes, the Board of Directors shall proceed with such addition, alteration or improvement and shall assess all unit owners for the cost thereof as a common charge. Any addition, alteration, or improvement costing \$25,000 or less may be made by the Board of Directors without approval of unit owners, and the cost thereof shall constitute part of the common expenses. Provided, however, that until at least 50% of the units in the ~~project~~Project have been sold and transferred by the declarant, no addition, alteration or improvement costing more than \$25,000 may be made by the Board of Directors without the consent of the declarant and the approval of unit owners holding a majority of votes other than the declarant.

ARTICLE IX

Conditions of and Restrictions on
Ownership, Use, and Enjoyment

1. Subjection of the Regime to Certain Provisions. The ownership, use, occupation, and enjoyment of each unit and of the common elements of the ~~regime~~Regime shall be subject to the provisions of the By-laws of the Association, the Articles of Incorporation 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 Restrictions and Covenants applicable to the Regime. The use of the ~~regime~~Regime shall be in accordance with and subject to the provisions set out below in this Section 2 of Article IX of the Declaration. **The specific restrictions in bold text in this Section 2 of Article IX of the Declaration shall be enforceable by the City (in addition to the Association and/or unit owners) and, notwithstanding any other provision of this Declaration, shall not be amended, deleted or otherwise modified without approval of the City by appropriate resolution of the City Council.**

- (a) ~~Permitted Uses for Commercial Units #101, #102, and #103. Commercial Units #101, #102, and #103 may be used for commercial purpose that are in compliance with applicable zoning, the condominium documents, and is reasonably compatible with the residential uses of the remaining units. Commercial uses shall be limited to those uses specifically permitted by City ordinance, now or in the future, in the Multiple-Family Commercial zone. In the event such uses are modified by zoning amendment, previously existing permitted uses will be subject to the then applicable non-conforming use regulations of the zoning ordinance. Such permitted under applicable zoning will be deemed compatible with the residential uses and acceptable, unless a specific occupant's use creates excessive noise, odor or other nuisance not typical of such commercial activity and which unreasonably impacts the residential units. Commercial Units #101, #102, and #103 may not be used for residential purposes.~~(Reserved)
- (b) Permitted use of all other Units. All units, ~~other than Commercial Units #101, #102, and #103,~~ shall be used and occupied for residential dwelling purposes only in accordance with applicable zoning ordinances.
- (c) Prohibited Activities Generally. No activity shall be allowed that unduly interferes with the peaceful possession and use of the property by another unit owner nor shall any fire hazard or unsightly accumulation of refuse be allowed.
- (d) Integrity of the Common Elements. Except as may be otherwise specifically permitted or required herein, nothing shall be altered in, constructed in, or removed from the common elements, limited or general, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association.
- (e) Restriction on Certain Dangerous or Hazardous Materials. Nothing shall be done or kept in any unit or in the common elements that will increase the rate of

insurance on the common elements, without the prior written consent of the Association. No owner shall permit anything to be done or kept in such owner's unit or in the common elements that will result in the cancellation of insurance on any unit or any part of the common elements, or that would be in violation of any safety, health or environmental law.

- (f) Rules Governing Use of the Condominium Regime. The Association shall have the authority to adopt rules and regulations governing the use of the common elements of, and the operation of, the ~~regime~~Regime and such rules shall be observed and obeyed by the owners, their invitees, guests, and tenants, as well as any tenant's guests and invitees. **The Association's authority to reasonably adopt and implement rules shall include, but not be limited to, the authority to adopt rules to address any issues that may arise from rented units in order to protect owner-occupants' peaceful use, enjoyment and unit values.**
- (g) Right of Entry. Agents of, or contractors hired by, the Association may enter any unit or common element when necessary in connection with any maintenance, repair, replacement or construction for which the Association is responsible, provided such entry into a unit shall be made with as little inconvenience to the owner(s) as practicable, and at reasonable times and with reasonable notice, except in an emergency that threatens harm to persons or property.
- (h) Notice of Liens. A unit owner shall give notice to the Association of (i) every lien against such owner's unit other than permitted mortgages, taxes, and Association assessments, and (ii) any suit or other proceeding that may affect the title to such unit, within ten days after the lien attaches or the owner receives notice of such suit.
- (i) Liability for Causing Damages to the Regime. A unit owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by such unit owner's act, neglect, or carelessness, or by the act, neglect, or carelessness of such unit owner's guests, invitees, employees, agents, or lessees, which liability shall include any increase in insurance rates resulting therefrom.
- (j) Restriction on Antennas and Satellite Dishes. No television antenna, radio antenna, satellite dish, or similar receiving or transmitting device shall be installed or otherwise located outside of an owner's unit except as may be permitted under rules adopted by the Association.
- (k) ~~Commercial use of~~ Outdoor Areas. ~~Commercial uses~~Unit owners may use ~~outdoor sales areas within the project~~Project only in compliance with local ordinances. This restriction applies at all times, including, but not limited to any day on which the University of Iowa plays football games in Kinnick Stadium ("Game Day"). All Game Day activities on ~~both the commercial and residential portions of the project~~Project shall be in compliance with City ordinances and any additional rules that may be imposed from time to time by the Association.

- (l) ~~Drive-through or Walk through Windows or Service Areas. Unless with the prior approval by Resolution of the City Council, no commercial use shall employ or have as an amenity or feature any sort of drive-through service area or walk-up service window to pedestrians or to motor vehicles.(Reserved)~~
- (m) ~~Commercial Sign Restriction. Any proposed sign (whether lighted or not) associated with the advertising of any commercial use must either 1) be approved by the City Council, or 2) be in full compliance with sign rules applicable to the project, as may be adopted from time to time by the Association, and expressly approved by Resolution of the City Council.(Reserved)~~
- (n) ~~Temporary Signage. No temporary signs on or visible from the exterior of a commercial establishment will be permitted except when located in a window of the establishment filling not more than 25% of the window space and for no more than 20 business days during any calendar year. Signs indicating that a business is open or closed or hours of operation, or containing governmentally required disclosures, shall not be deemed temporary signs.(Reserved)~~
- (o) **For Rent Signs.** To the extent that a unit may be and is for rent, one "For Rent" sign no larger than three feet by three feet (excluding stand) may be placed in or on the leased unit, or near the leased unit at a location approved by the Association. Additionally, if such sign is not reasonably visible to the general public from Melrose Avenue, one additional such sign may be placed within the Project (or the adjacent One University Place South Condominium real estate) at another location approved by the Association (or the One University Place South Condominium Owners Association, Inc., if applicable) that is reasonably visible to the general public from Melrose Avenue. In connection with the initial leasing of the Declarant's units, the Declarant may either abide by the foregoing requirement or in lieu thereof place one leasing sign no larger than ten feet by ten feet (excluding stand) within the Project (or the adjacent One University Place South Condominium real estate acceptable to the One University Place South Condominium Owners Association, Inc., if applicable) at a location reasonable visible to the general public from Melrose Avenue. Any holder of a first mortgage who acquires possession of a unit by foreclosure or by deed in lieu of foreclosure shall have the right to post signs, in compliance with this provision of the Declaration, for the sale or rental of such unit until such unit is sold or a lease is entered into.
- (p) **For Sale Signs.** To the extent that a unit is for sale, one "For Sale" sign no larger than three feet by three feet (excluding stand) may be placed in or on the unit for sale, or near the leased unit at a location approved by the Association. Additionally, if such sign is not reasonably visible to the general public from Melrose Avenue, an additional such sign may be placed within the Project (or the adjacent One University Place South

Condominium real estate) at another location approved by the Association (or the One University Place South Condominium Owners Association, Inc., if applicable) that is reasonably visible to the general public from Melrose Avenue. In connection with the initial sale of the Declarant's units, the Declarant may either abide by the foregoing requirement or in lieu thereof place one for sale sign no larger than ten feet by ten feet (excluding stand) within the Project (or the adjacent One University Place South Condominium real estate acceptable to the One University Place South Condominium Owners Association, Inc., if applicable) at a location reasonable visible to the general public from Melrose Avenue. Any holder of a first mortgage who acquires possession of a unit by foreclosure or by deed in lieu of foreclosure shall have the right to post signs, in compliance with this provision of the Declaration, for the sale or rental of such unit until such unit is sold or a lease is entered into.

- (q) Noise and Outdoor Music. All ~~project~~**Project** unit owners, occupants and guests shall comply with the noise ordinances of the City and otherwise not create any noise nuisances. ~~Additionally, no music shall be permitted to be played through exterior speakers within any outdoor commercial service areas after 9:00 p.m. on Sundays through Thursdays, or after 10:00 p.m. on Fridays and Saturdays. Any music played through exterior speakers within outdoor commercial service areas shall otherwise be in compliance with City ordinances and any additional rules that may be imposed by the Association from time to time.~~
- (r) ~~Hours of Operation for Commercial Uses. Unless additional extended hours are approved by Resolution of the City Council, commercial uses, other than fitness centers, may operate and remain open to the public between the hours of 6:00 a.m. and 10:00 p.m. on Sundays through Thursdays, and between the hours of 6:00 a.m. and 12:00 a.m. (midnight) on Fridays and Saturdays; provided, however, that all outdoor service areas shall close no later than 11:00 p.m. on Fridays and Saturdays. Owners, tenants and employees may enter upon and remain in the commercial units at other times for business purposes that do not involve the coming and going of customers or clients. Fitness centers may operate twenty-four (24) hours per day seven (7) days per week, provided all such fitness activities are conducted inside the establishment.~~(Reserved)
- (s) Occupancy of Residential Units. Residential units may be occupied by a single "family" and no more than one person not a member of the family occupying the premises as part of an individual housekeeping unit. "Family" is defined for purposes of this Declaration in the same manner as it is defined by the City Ordinance 79 (3)(32), as now existing or hereafter amended, modified, renumbered, or substituted. Currently "Family" is defined as one person or two or more persons related by blood, marriage, or adoption occupying a dwelling as an individual housekeeping unit.
- (t) Snow Removal. The One University Place South Owners Association, Inc., as provided in the Declaration for One University Place South Condominium,

~~has the responsibility to perform the The Declarant's (Developer's) obligation, as set forth in the PUD Documents, to remove snow and ice from City sidewalks within or abutting that condominium regime on the north side of Melrose Avenue from the intersection of Melrose Avenue and Sunset Street west to the boundary of the One University Place South Condominium Regime within or abutting the project shall be, and is hereby made, the obligation of the Association under the this Declaration. In the event that One University Place South Owners Association, Inc. fails to fulfill this maintenance obligation in any way, The the One University Place North Owners Association shall have joint and several responsibility to fulfill such maintenance obligation, subject to its rights under the One University Place South Condominium Declaration to receive full reimbursement from the One University Place South Owners Association, Inc. Association (as the council of co-owners, or its successors and assigns) shall be responsible in perpetuity for the removal of snow and ice on City sidewalks on the north side of Melrose Avenue from the intersection of Melrose Avenue and Sunset Street west to the project boundary. Additionally, any S~~ snow removed from the Regime shall not be deposited upon City streets but may be deposited adjacent to the sidewalk upon the area within the City right-of-way. All snow removed from other areas of the Project shall be deposited on the ~~project~~Project's property or elsewhere but not upon City streets, City right-of-way, or any other property owned or controlled by the City or upon private property (other than the Project) except with the permission of the property owner.

- (u) Combining/Dividing Condominium Units. The total maximum number of multi-family residential dwelling units (residential condominium units) within the ~~project~~Project is ~~twenty-four~~eighty (2480) which, when combined with the additional multi-family residential dwelling units (residential condominium units) ~~to be built~~ in phase ~~two~~one of the Project approved under the PUD Documents (now known as One University Place South Condominium), will initially establish the PUD Project at or below the 104 maximum dwelling units permitted for the PUD Project by City Ordinances #79, #180 and #188. In accordance with any additional requirements of the condominium documents, (i) a residential condominium unit may be combined horizontally or vertically with one or more other residential condominium units to allow such combined units to be used as a larger single family dwelling unit under applicable City ordinances, or (ii) a larger residential condominium unit (or previously combined condominium units) may be divided into two or more smaller residential condominium sub-units (or units) to allow such smaller sub-units (or units) to be used as separate single family dwelling units under applicable City ordinances; provided the total number of residential dwelling units in the PUD Project does not at any time exceed the 104 residential dwelling units permitted for the PUD Project by City ordinance. ~~Similarly, in accordance with any additional requirements of the condominium documents, (1) a commercial condominium unit may be combined horizontally with one or more other~~

~~commercial condominium units to allow such combined units to be used as a larger commercial space under applicable City ordinances, or (ii) a larger commercial condominium unit (or previously combined condominium units) may be divided into two or more smaller commercial condominium sub-units (or units) to allow such smaller sub-units (or units) to be used as separate commercial spaces under applicable City ordinances.~~

- (v) Restriction of Left Turns onto Sunset Street. No left turns shall be permitted from the **projectProject** directly onto Sunset Street.
- (w) Rental Requirements/Restrictions. In the PUD Documents, the Developer and City acknowledged and agreed that the residential portion of the **PUD Project** is being built to standards consistent with owner occupied residential units, but that rental of such units by the Developer and/or subsequent owners is permissible. The residential units of the **projectProject** are subject to the same rental requirements, restrictions, and definitions for family, as contained in City ordinances, as other residential properties in the City. The period of rental of a residential condominium shall be at least one year unless some other period is established in the rules and regulations or By-laws of the Association. Every tenant shall fully comply with this Declaration and all rules and regulations of the Association. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the condominium documents.
- (x) Maintenance of Exterior Public Space. The **One University Place South Owners Association, Inc.**, as provided in ~~this the~~ Declaration for One University Place South Condominium, shall have the responsibility to maintain all exterior public space that is shown on the PUD Plan or otherwise part of the **PUD pProject related to that condominium project.** In the event that One University Place South Owners Association, Inc. fails to fulfill this maintenance obligation in any way, the One University Place North Owners Association shall have joint and several responsibility to fulfill such maintenance obligation, subject to its rights under the One University Place South Condominium Declaration to receive full reimbursement from the One University Place South Owners Association, Inc.
- (y) Enlargement of Surface Parking. The Declarant or the Association shall report to the City Council any intention to install more surface parking within the **PUD Project** than is shown on the approved PUD Documents. The **PUD pProject's** maximum amount of surface parking is one hundred eight (108) spaces pursuant to City Ordinance 79(13)(B)(6).
- (z) Limited Common Elements associated with City Ownership of Unit #103. In the event the City becomes the owner of Unit #103 in One University Place South Condominium, the exterior fenced green-space area adjacent to and east of such unit and the area on the south plaza adjacent to the entry door to such unit shall each be a limited common element associated exclusively with Unit #103, to be insured (general liability, not casualty) by the City,

and to be subject to the City's rules and regulations for use by the City and its invitees, guests and the general public. These limited common elements shall be maintained by the One University Place South Owners Association, Inc. These limited common elements will exclude the sidewalk at the east end of the building ("East Sidewalk") that is reserved as a general common element for all unit owners of One University Place South Condominium, and the City (if the owner of Unit #103) will not impede the other unit owners of One University Place South Condominium and their invitees, customers, clients and guests from traversing upon the East Sidewalk adjacent to the City-owned unit and associated limited common elements, for reasonable access to and from the other condominium units in the ~~project~~Project. The One University Place South Owners Association, Inc. Association shall be responsible for the care, upkeep, maintenance, and repair of ~~the such~~ East Sidewalk as a general common element of that regime. In the event that One University Place South Owners Association, Inc. fails to fulfill in any way the maintenance obligations of this paragraph (z), the One University Place North Owners Association shall have joint and several responsibility to fulfill such maintenance obligations, subject to its rights under the One University Place South Condominium Declaration to receive full reimbursement from the One University Place South Owners Association, Inc.

(aa) Deemed Deed Restrictions. The Declarant agrees for itself and for its successors and assigns that each deed or other conveyance of every unit shall be deemed to contain, if not actually specified, the following covenants on the part of the Declarant for itself and all such successors and assigns:

- i. That the real property comprising the ~~project~~Project shall be devoted only to and in accordance with the uses specified in the PUD Development Agreement applicable to the ~~project~~Project (see section 2(a) above in the Article IX), subject to any modifications of such uses that might be contained in the Urban Renewal Plan that has been adopted as part of a separate economic incentives agreement between the Declarant and the City upon which the PUD Development Agreement was conditioned.
- ii. That any owner of the real property comprising the ~~project~~Project shall not discriminate upon the basis of age, race, creed, color, disability, gender identity, marital status, sex, sexual orientation, religion, national origin, or the presence or absence of dependents or public assistance source of income in the sale, lease, or rental or in the use or occupancy of the property or any improvements erected or constructed or to be erected or constructed on that property or any part thereof.

It is intended that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in paragraph (aa)(ii) above, both for and in its own right and also for purposes of protecting the interests of the community and other parties, public and/or private, in whose or for whose benefit such agreements

and covenants have been provided. Such agreements and covenants shall run in favor of the City. The City shall have the right in the event of any breach of any such agreement or covenant to exercise all the rights and remedies and to maintain any actions or suits at law and/or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled, and shall be entitled to recover, in addition to its court costs, reasonable lawyer fees and litigation expenses.

iii. Any dispute between any one or more unit owners and the original developer of the Project (the Declarant) or such developer's design professionals or contractors must be submitted first to non-binding mediation before commencement of legal proceedings (other than filings necessary to preclude the expiration of a statute of limitation).

(bb) Sale or Lease of Space to Property Tax Exempt Entities. ~~Unless approved in advance by Resolution of the City Council, until 25 years after the approval of the initial building permit for the Project (as "Project" is defined in the PUD Development Agreement applicable to the project), the Declarant (including its successors and assigns) shall not sell or lease any commercial unit of the project to a property tax exempt entity (other than the City) if such sale or lease will result in such commercial unit becoming exempt from the payment of property tax. Until 30 years after the last payment of any TIF benefits to the Declarant, the Declarant (including its successors and assigns) shall not sell or lease any residential unit of the ~~project~~ **Project** to a property tax exempt entity if such sale or lease will result in such residential unit becoming exempt from the payment of property tax.~~

(cc) ~~(Reserved) Lease Clause. Any lease that the Declarant (or its successors or assigns) may enter into for a commercial unit in the project shall provide that the tenant shall not approach the City Council for, or receive, any direct or indirect lease subsidy.~~

(dd) Regime Appearance and Design. The design of the building and grounds and the integrity and appearance of the Regime as a whole are common elements of this Regime, and similarly of the adjacent One University Place South Condominium regime. The regimes together comprise the approved PUD Plan for the combined properties. No maintenance, repairs, or replacements of the common elements by either owners association shall materially modify the design of the building and grounds, the materials and color scheme of the buildings, or the integrity and appearance of the two regimes as a whole unless with the approval of both Associations and the City when the City's approval may be required under an applicable Development Agreement or ordinance.

3. No Waiver. Failure of the Association or any owner to enforce any covenant, condition, restriction, or other provision of Chapter 499B of the 2015 Code of Iowa, as amended, this Declaration,

the Articles of Incorporation or By-laws 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 and Casualty

1. **General Liability and Property Damage.** Comprehensive general liability and property damage insurance for the Association and ~~project~~**Project** shall be purchased by the Board as promptly as possible following its organization, and shall be maintained in force at all times, the premiums thereon to be paid by Association assessments to the owners. Prior to the organizational meeting, such insurance shall be procured by Declarant. The insurance shall be carried with a reputable company or companies authorized to do business in the State of Iowa in such amounts as the Board may determine. The policy or policies shall name as insureds all 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 condominium units in the ~~project~~**Project**. The policy or policies shall insure against loss arising from perils and occurrences in the common elements (general and limited) 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 organization and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of Association assessments to the owners. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as may be required by the respective mortgagees of unit owners. The policy, and certificates so issued, will bear a mortgage clause naming the mortgagees interested in said ~~project~~**Project**. The policy or policies shall insure against loss from perils, therein covered, to all of the improvements in the ~~project~~**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 policies 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~~**Project**. The Declarant shall notify the insurance carrier of any change in ownership of a unit until such time as the organizational meeting of the unit owners is held, 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 paragraph 4 immediately following, no owner shall separately insure such owner's condominium unit or any part thereof against loss by fire or other casualty covered by the insurance specified in paragraph 2 of this Article X. Should any owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, 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 Liability and Unit Owners Insurance. An owner may carry such personal liability insurance, in addition to that herein required, as such owner 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 counter tops, furnace, air-conditioning, built-ins and water heater) together with additions thereto and replacements thereof, as well as the personal property of the unit owner as may be located within a unit or upon or within limited common elements, if any, associated with such unit, 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 or appropriate for the operation of the Association and the ~~project~~Project. The Board shall purchase and maintain workmen's compensation insurance to the extent that the same shall be required by law respecting any employees of the Association. The Board shall also maintain “all risk” insurance coverage on the ~~project~~Project to insure against water damage and like kind of casualties.

6. Loss Adjustment. The Board is hereby appointed the attorney in fact for all owners to negotiate loss adjustment on the policy or policies carried under paragraphs 1, 2, 3 and 5 above in this Article X.

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 elements are 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 elements, and shall be paid to the Association as trustee for the owner or owners and for the encumbrance or encumbrances, as their 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 damage or destruction is to common elements only, the Board of Directors of the Association shall without further authorization contract to repair or rebuild 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, common elements with accompanying damage to any unit or units where the total destruction or damage does not represent sixty percent (60%) or more of the building and the cost of repairing or rebuilding said damaged area does not exceed the amount of available insurance proceeds for said loss by more than \$50,000, the Board of Directors of the Association shall immediately contract to repair or rebuild 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 rebuild exceeds available insurance by \$50,000, then owners of the individual units, by vote of not less than a majority

of the votes of those present and entitled to vote, in person or by proxy, at a duly constituted owners' meeting held within 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 the ~~project~~Project shall be sold as in the case of a total destruction according to the provisions of paragraph (c) immediately following.

- (c) Total Destruction. In the event of sixty percent (60%) or more damage to, or destruction of, the building by fire or other casualty, the owners of the individual units, by vote of not less than a majority of the votes of those present and entitled to vote, in person or by proxy, at a duly constituted owners' meeting held within 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~~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~~Regime.

In the event of a determination to rebuild or repair, the Board shall have prepared the necessary plans, specifications and drawings 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 rebuild, the Board shall offer the ~~project~~Project for sale forthwith, at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed, 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~~Project, including coverage on the units and the common elements, except for unit coverages under paragraph 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 that would otherwise have been distributable to such unit owner as follows: first to the record owner of mortgages upon units and common elements in the ~~regime~~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 elements are repaired or reconstructed pursuant to the provisions of paragraphs (a), (b) or (c) of this paragraph 7 and there is any deficiency between the insurance proceeds paid for the damage to the common elements and the contract price for repairing or rebuilding the common elements, the Board shall levy a special assessment against each owner in proportion to such owner's percentage of ownership in the common elements 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 common maintenance fund, and the Association and 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 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 that are abated hereunder on behalf of an owner whose unit is rendered uninhabitable for a peril insured against.

9. Review of Insurance Needs. Insurance coverages will periodically be analyzed by the Board, or its representative, and the insurance program revised accordingly.

ARTICLE XI Termination

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

- (a) Destruction. In the event it is determined in the manner elsewhere provided that the ~~project~~Project shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated in compliance with the provisions of Section 499B.8 of the 2015 Code of Iowa, as amended, or its applicable successor provision.
- (b) Agreement. The condominium 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 2014 Code of Iowa, as amended, or its applicable successor provision. It shall be the duty of every unit owner and such owner's 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~~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~~Regime, elect to terminate and/or sell the ~~project~~Project.
- (c) Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by all members of the Association and the 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, the ~~project~~Project will be held as follows:

- (a) The ~~real estate~~Real Estate (land and improvements) shall be deemed to be owned in common by the owners;
- (b) The undivided interest in the property owned in common that shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements 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 percentage of undivided 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 that purpose, all liens on the undivided interest in the property owned by each owner.

ARTICLE XII

Amendments and Miscellaneous

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

- (a) Amendment by the Declarant.
 - (i) The Declarant or its successor in interest reserves the right to amend this Declaration at any time prior to the sale of a unit within the ~~regime~~Regime, and/or as otherwise expressly provided in this Declaration.
 - (ii) The Declarant or its successor in interest reserves the right to correct, supplement and/or amend this Declaration in order to file original, corrected, supplemental or amended floor plans, site plans, building plans and “as built” certificates for the building or any unit whether completed or not yet completed at the time of the initial filing of this Declaration. Except as otherwise permitted in this Declaration for subdivided or combined units, no such amendment or filing shall change i) the number of units, ii) any unit’s appurtenant ownership in the common elements, iii) any unit’s appurtenant votes in the association or

- iv) any unit's share of common expenses, unless with the written consent of all affected unit owners.
- (iii) Amendments to the Declaration made by the Declarant, as provided above, may be made without the consent of the unit owners.
- (b) Amendments by Unit Owners. Amendments by the unit owners shall be made in compliance with the following procedure.
 - (i) 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 to be considered. Holders of a first mortgage of record shall receive notice of such proposed amendment as provided in the By-laws of the Association.
 - (ii) Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by any member of the Association. Except as provided elsewhere in this Declaration, the resolution must be adopted by a vote of not less than 75% of all owner votes, in person or by proxy; provided, however, no amendment effecting a substantial change in this Declaration or the By-laws of the Association shall affect the rights of the holder of any mortgage on a unit, if the mortgage was recorded prior to recordation of such amendment, who does not join in the execution thereof or does not otherwise approve said amendment in writing.
 - (iii) By-laws. In the case of an amendment to this Declaration by reason of an amendment to the By-laws of the Association, then in the manner specified in such By-laws.
 - (iv) Execution and Recording. An amendment adopted pursuant to (ii) or (iii) above shall be executed by an officer specifically delegated to do so with the formalities required by Chapter 499B of the 2015 Code of Iowa, as amended. Upon the recordation of such instrument in the office of the Johnson County Recorder, the same shall be effective against any persons owning an interest in a unit or the ~~regime~~Regime.

2. Amendment of Ownership Interest. No amendment shall change the percentage 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.

[Signature Page and Exhibits Follow]

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

DECLARANT
One University Place, LLC
an Iowa limited liability company

By: _____ By: _____
Jeffrey L. Maxwell, President and Member Kevin Monson, Vice President and Member

By: _____
Justin Doyle, Sec./Treas. and Member

State of Iowa, County of Johnson, ss:

This instrument was acknowledged before me on the ____ day of December, 2015-2016 by Jeffrey L. Maxwell as President and a Member of **One University Place, LLC**, an Iowa limited liability company.

(seal) _____
Notary Public in and for said State
My Commission Expires _____

State of Iowa, County of Johnson, ss:

This instrument was acknowledged before me on the ____ day of December, 2015-2016 by Kevin Monson as Vice President and a Member of **One University Place, LLC**, an Iowa limited liability company.

(seal) _____
Notary Public in and for said State
My Commission Expires _____

State of Iowa, County of Johnson, ss:

This instrument was acknowledged before me on the ____ day of December, 2015-2016 by Justin C. Doyle as Secretary/Treasurer and a Member of **One University Place, LLC**, an Iowa limited liability company.

(seal) _____
Notary Public in and for said State
My Commission Expires _____

* * * * *

Exhibit “A”

Identification of Units, Interest in Common Elements, Percent of
Common Expenses and Votes

See Chart on Next Page

Unit Number	Building Level	Use Classification: R1=Residential One-Bedroom R2=Residential Two-Bedroom	Residential Unit Type	Approximate Square Footage (rounded)	Percentage of Ownership Interest in Common Elements	Percentage of Common Expenses Allocable to Owners	Votes on Association Matters
101	First	R2	Unit B	1,109	1.10%	1.10%	1
102	First	R2	Unit B+	1,433	1.42%	1.42%	1
103	First	R2	Unit A	1,130	1.12%	1.12%	1
104	First	R2	Unit A+	1,450	1.44%	1.44%	1
105	First	R2	Unit A	1,130	1.12%	1.12%	1
106	First	R2	Unit A+	1,450	1.44%	1.44%	1
107	First	R1	Unit C	858	0.86%	0.86%	1
108	First	R1	Unit C+	1,193	1.18%	1.18%	1
109	First	R1	Unit C.1	1,031	1.03%	1.03%	1
110	First	R2	Unit A	1,143	1.13%	1.13%	1
111	First	R2	Unit A+	1,449	1.44%	1.44%	1
112	First	R2	Unit A	1,129	1.12%	1.12%	1
113	First	R2	Unit A+	1,450	1.44%	1.44%	1
114	First	R2	Unit A	1,130	1.12%	1.12%	1
115	First	R2	Unit B+	1,431	1.42%	1.42%	1
116	First	R2	Unit B	1,108	1.10%	1.10%	1
201	Second	R2	Unit B	1,109	1.10%	1.10%	1
202	Second	R2	Unit B+	1,433	1.42%	1.42%	1
203	Second	R2	Unit A	1,130	1.12%	1.12%	1
204	Second	R2	Unit A+	1,450	1.44%	1.44%	1
205	Second	R2	Unit A	1,130	1.12%	1.12%	1
206	Second	R2	Unit A+	1,450	1.44%	1.44%	1
207	Second	R2	Unit A	1,143	1.13%	1.13%	1
208	Second	R1	Unit C+	1,193	1.18%	1.18%	1
209	Second	R2	Unit A+	1,467	1.45%	1.45%	1
210	Second	R2	Unit A	1,143	1.13%	1.13%	1
211	Second	R2	Unit A+	1,449	1.44%	1.44%	1
212	Second	R2	Unit A	1,129	1.12%	1.12%	1
213	Second	R2	Unit A+	1,450	1.44%	1.44%	1
214	Second	R2	Unit A	1,130	1.12%	1.12%	1
215	Second	R2	Unit B+	1,431	1.42%	1.42%	1
216	Second	R2	Unit B	1,108	1.10%	1.10%	1

Unit Number	Building Level	Use Classification:	Residential Unit Type	Approximate Square Footage (rounded)	Percentage of Ownership Interest in Common Elements	Percentage of Common Expenses Allocable to Owners	Votes on Association Matters
		R1=Residential One-Bedroom R2=Residential Two-Bedroom					
301	Third	R2	Unit B	1,109	1.10%	1.10%	1
302	Third	R2	Unit B+	1,433	1.42%	1.42%	1
303	Third	R2	Unit A	1,130	1.12%	1.12%	1
304	Third	R2	Unit A+	1,450	1.44%	1.44%	1
305	Third	R2	Unit A	1,130	1.12%	1.12%	1
306	Third	R2	Unit A+	1,450	1.44%	1.44%	1
307	Third	R2	Unit A	1,143	1.13%	1.13%	1
308	Third	R1	Unit C+	1,193	1.18%	1.18%	1
309	Third	R2	Unit A+	1,467	1.45%	1.45%	1
310	Third	R2	Unit A	1,143	1.13%	1.13%	1
311	Third	R2	Unit A+	1,449	1.44%	1.44%	1
312	Third	R2	Unit A	1,129	1.12%	1.12%	1
313	Third	R2	Unit A+	1,450	1.44%	1.44%	1
314	Third	R2	Unit A	1,130	1.12%	1.12%	1
315	Third	R2	Unit B+	1,431	1.42%	1.42%	1
316	Third	R2	Unit B	1,108	1.10%	1.10%	1
401	Fourth	R2	Unit B	1,109	1.10%	1.10%	1
402	Fourth	R2	Unit B+	1,433	1.42%	1.42%	1
403	Fourth	R2	Unit A	1,130	1.12%	1.12%	1
404	Fourth	R2	Unit A+	1,450	1.44%	1.44%	1
405	Fourth	R2	Unit A	1,130	1.12%	1.12%	1
406	Fourth	R2	Unit A+	1,450	1.44%	1.44%	1
407	Fourth	R2	Unit A	1,143	1.13%	1.13%	1
408	Fourth	R1	Unit C+	1,193	1.18%	1.18%	1
409	Fourth	R2	Unit A+	1,467	1.45%	1.45%	1
410	Fourth	R2	Unit A	1,143	1.13%	1.13%	1
411	Fourth	R2	Unit A+	1,449	1.44%	1.44%	1
412	Fourth	R2	Unit A	1,129	1.12%	1.12%	1
413	Fourth	R2	Unit A+	1,450	1.44%	1.44%	1
414	Fourth	R2	Unit A	1,130	1.12%	1.12%	1
415	Fourth	R2	Unit B+	1,431	1.42%	1.42%	1
416	Fourth	R2	Unit B	1,108	1.10%	1.10%	1
501	Fifth	R2	Unit B	1,097	1.09%	1.09%	1
502	Fifth	R2	Unit B+	1,422	1.41%	1.41%	1
503	Fifth	R2	Unit A	1,119	1.11%	1.11%	1
504	Fifth	R2	Unit A+	1,439	1.43%	1.43%	1
505	Fifth	R2	Unit A	1,119	1.11%	1.11%	1
506	Fifth	R2	Unit A+	1,439	1.43%	1.43%	1
507	Fifth	R2	Unit A	1,132	1.12%	1.12%	1
508	Fifth	R1	Unit C+	1,182	1.17%	1.17%	1
509	Fifth	R2	Unit A+	1,457	1.44%	1.44%	1
510	Fifth	R2	Unit A	1,132	1.12%	1.12%	1
511	Fifth	R2	Unit A+	1,439	1.43%	1.43%	1
512	Fifth	R2	Unit A	1,119	1.11%	1.11%	1
513	Fifth	R2	Unit A+	1,439	1.43%	1.43%	1
514	Fifth	R2	Unit A	1,119	1.11%	1.11%	1
515	Fifth	R2	Unit B+	1,421	1.41%	1.41%	1
516	Fifth	R2	Unit B	1,097	1.09%	1.09%	1
Totals				100,831	100.00%	100.00%	80

Exhibit “B”

ARTICLES OF INCORPORATION OF ONE UNIVERSITY PLACE ~~SOUTH~~NORTH CONDOMINIUM OWNERS ASSOCIATION, INC.

The undersigned, acting as incorporator of a corporation pursuant to the provisions of the Revised Iowa Nonprofit Corporation Act under Chapter 504 of the 2015 Code of Iowa, as amended, adopts the following Articles of Incorporation for such corporation:

ARTICLE I Name and Principal Office

The corporation shall be known as **One University Place ~~South~~North Condominium Owners Association, Inc.**, and its principal office shall be located in Johnson County, Iowa.

ARTICLE II Corporate Existence

The corporate existence of this corporation shall begin upon the date these articles are filed with the Secretary of State, and the period of its duration is perpetual.

ARTICLE III Purposes and Powers

(A) The purpose and objective of the corporation is to provide an entity to conduct the business and affairs of, and to act as or for, the co-owners of that certain horizontal property regime (condominium) created and submitted pursuant to the provisions of Chapter 499B of the 2015 Code of Iowa, as amended, known as **One University Place ~~South~~North Condominium** and to be located on certain portions of real estate situated in University Heights, Johnson County, Iowa.

The corporation shall have all powers and purposes granted or implied to a council of co-owners under the provisions of Chapter 499B of the 2015 Code of Iowa, as amended, and as are granted or implied by the Declaration of Condominium establishing the One University Place ~~South~~North Condominium regime (“Declaration”), and all of such powers shall likewise constitute lawful purposes of this mutual benefit corporation.

(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 except as may be specifically permitted by Chapter 499B of the 2015 Code of Iowa, as amended, and the Declaration.

(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 a mutual benefit non-profit corporation may be

organized under the Revised Iowa Nonprofit Corporation Act, as amended (Chapter 504 of the Code of Iowa).

ARTICLE IV
Registered Office and Agent

The address of the initial registered office of the corporation is P.O. Box 2150, 321 East Market Street, Iowa City, IA 52244, and the name of its initial registered agent at such address is Thomas H. Gelman.

ARTICLE V
Board of Directors

The number of directors constituting the initial Board of Directors of the corporation is three (3), and the name and address of the persons who are to serve as the initial directors are:

NAME	ADDRESS
Jeffrey L. Maxwell	3011 Sierra Court SW Iowa City, Iowa 52240
Kevin Monson	3069 Rohret Road SW Iowa City, Iowa 52246
Justin C. Doyle	One University Place, Suite 400, 130 E 3rd St, Des Moines, Iowa 50309

The initial Board of Directors shall be subject to removal only by One University Place, LLC, or its designated successor, until the director's term expires as provided in the Declaration and By-laws, but directors other than the initial directors may be removed from office in such manner as may be provided by the By-laws.

ARTICLE VI
By-Laws

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

ARTICLE VII
Members and Voting

Persons or entities owning condominium units submitted to the regime shall be the members of the corporation, all of which and the rights and obligations thereof shall be governed by the provisions of the By-laws. The voting rights of the members shall be fixed, limited, enlarged, or denied to the extent specified in the Declaration and By-laws.

ARTICLE VIII

Distribution of Assets Upon Dissolution

In the event of dissolution, assets, if any remain, shall be distributed to the members in accordance to their proportionate share of ownership in the condominium regime, as determined by the Declaration and the By-laws.

ARTICLE IX
Amendment

Any purported amendment to these Articles of Incorporation in conflict with or contrary to the provisions of the Declaration, including supplements and amendments thereto that submit lands and units to the regime, shall be void and of no force and effect.

ARTICLE X
Incorporators

The names and addresses of the incorporators are as follows:

NAME	ADDRESS
Jeffrey L. Maxwell	3011 Sierra Court SW Iowa City, Iowa, 52240
Kevin Monson	3069 Rohret Road SW Iowa City, Iowa 52246

Jeffrey L. Maxwell, Incorporator

Kevin Monson, Incorporator

State of Iowa, County of Johnson, ss:

This instrument was acknowledged before me on the ____ day of _____, ~~2015-2016~~ by Jeffrey L. Maxwell.

(seal)

Notary Public in and for said State

State of Iowa, County of Johnson, ss:

This instrument was acknowledged before me on the ____ day of _____, ~~2015-2016~~ by Kevin Monson.

(seal)

Notary Public in and for said State

Exhibit “C”

BY-LAWS OF ONE UNIVERSITY PLACE ~~SOUTH~~NORTH CONDOMINIUM OWNERS ASSOCIATION, INC.

These are the By-laws of One University Place ~~South~~North Condominium Owners Association, Inc. (hereinafter referred to as “Association” or “Corporation”), a corporation organized pursuant to Chapter 504 of the 2015 Code of Iowa, as amended, for the purpose of administering One University Place ~~South~~North Condominium, a horizontal property regime (“condominium”, “~~regime~~Regime” or “condominium regime”) established pursuant to Chapter 499B of the 2015 Code of Iowa, as amended, in accordance with the *Declaration of Submission of Property to Horizontal Property Regime* therefor (“Declaration”), said ~~regime~~Regime located on the following land in the University Heights, Johnson County, Iowa:

Auditor’s Parcel ~~2015087~~ 2015088 according to the Survey Plat thereof recoded in Book 60, Page 10, of the Plat Records of Johnson County, Iowa (the “~~real estate~~Real Estate”).

(Excepting any portions thereof that may be dedicated to the City of University Heights for public street right-of-way purposes.)

I. MEMBERS AND VOTING RIGHTS

1. The owners of all condominium units shall constitute the members of the Association (each a “member”), and membership shall automatically cease upon termination of all interests that constitute a person an owner. “Declarant” (defined below) shall be and have the rights of a member with respect to unsold units. 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” (as that term is defined in the Declaration) including those provisions relating to the Homestead exemption contained in Article VII of the Declaration.

2. An owner of record shall be recognized as a member without further action for so long as such owner 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 Board of Directors of the Association evidence satisfactory to the Board 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 such owner’s ownership obligations). A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the owner so represented.

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 Secretary of the Association and such person shall be

deemed to hold an ownership interest to such unit 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 Secretary, such membership shall not be considered in considering a quorum or a vote or for any other purposes until this Bylaw is complied with.

4. The owner(s) of each unit shall be entitled to vote the number of votes assigned to such unit on all matters to be determined by the members of the Association either as owners generally ~~or as owners of units (such as commercial units or residential units)~~ or as contemplated by Chapter 499B of the 2014 Code of Iowa, as amended, in accordance with the Declaration, including any supplements or amendments thereto. Votes of a single unit may not be divided.

II. MEMBERS' MEETINGS

1. The organizational meeting of the members of the Association to elect successors of the initial Board of Directors shall be held within 60 days after the date on which the Declarant has sold and given possession of at least 75% of all of the units within the ~~project~~Regime. Thereafter the annual and any special meetings shall be held at a time and at a place within Iowa City, Johnson County, Iowa, (or other location convenient to all directors) chosen by the Board of Directors and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the notice thereof.

2. A special meeting shall be held whenever called by the President or, in the President's absence or disability, the Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-fourth of the votes of the entire membership.

3. The Secretary or the Secretary's designee shall give written notice to each member of the annual meeting. The person or persons calling a special meeting pursuant to Paragraph 2 hereof shall be given like written notice of such special meeting. All notices shall set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting that is not directly related to the purpose or purposes stated in the notice of such meeting.

4. Notice of members' meetings shall be given by mailing, or delivering such notice not less than ten (10), nor more than thirty (30) days prior to the date of the meeting. Notice may be given by email or other electronic means when reasonable evidence of receipt is provided. Notice shall be deemed to be given if mailed by First Class Mail to the member at the address of such member's unit within the ~~regime~~Regime, unless at the time of giving such notice such member has given written direction, delivered to the Secretary, specifying a different mailing address to be carried on the rolls of the Association. If more than one person is the owner of the same unit or if more than one fiduciary or one official is acting in the premises, notice to such person shall be deemed to have been given, when given in accordance with this Paragraph to the person named in the certificate filed with the Secretary in accordance with Paragraph 3 of Article I. Notice of any meeting may be waived in writing by the person entitled thereto, and will be deemed waived upon such persons presence and participation at the meeting for any purpose other than to object to the notice process.

5. A quorum at a members' meeting shall consist of the presence of members in person or by proxy, representing a majority of the votes of unit owners entitled to vote. The acts carried or approved by a majority of the votes represented at a meeting at which a quorum is present shall constitute

the acts of the membership unless a different rule is provided herein or by the Articles of Incorporation, the Declaration, or other agreement to which the Association is a party. The President, or, in the President's absence or disability, the Vice President, shall preside at each members' meeting; if neither the President nor the Vice President is able to preside, a chairperson shall be elected by the members present at such meeting.

6. At any membership meeting, a person holding a member's proxy to vote shall be permitted to participate in such meeting and shall be permitted to cast such member's votes on all questions properly coming before such meeting, provided such proxy must be in writing and signed by a member or other person entitled to cast votes, and shall set forth the unit(s) with respect to which such rights are pertinent, and the period during which the proxy is to be in force and effect. A decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal by or to the members.

7. At all member meetings, the order of business shall consist of the following:

- (a) Election of Chairman, if required.
- (b) Calling roll and certification of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers, if applicable.
- (f) Election of Directors, if applicable.
- (g) Unfinished business.
- (h) New Business.
- (i) Adjournment.

III. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of up to five (5) Directors, and possible six (6). The initial Board of Directors shall consist of three (3) to (five (5) persons as the Declarant may appoint pursuant to the Declaration who need not be members of the Association. The initial Board of Directors shall serve until the first annual members' meeting. From and after the first annual meeting of members, the Board of Directors shall be selected by the members of the Association, subject to the Declaration and these By-laws. As provided in the Declaration:

- (a) Prior the first annual meeting of the Association the initial directors, at least three (3) and up to five (5), shall be appointed by the Declarant (initially being those persons designated as such in the Association's Articles of Incorporation) and may be removed, reappointed and/or replaced by the Declarant until their successors shall be elected by the members, or appointed by the City, in the manner provided in the Declaration and these By-laws. The initial Directors or replacement initial Directors as selected by the Declarant or its successor shall serve until the date on which the Declarant has sold and given possession of at least 60% of the units within the condominium, and the replacement Directors have been elected from among members at the first annual meeting as prescribed in these By-laws. From and after the first annual meeting, the affairs of the Association shall be conducted by a board of five (5) Directors elected or appointed as provided in the Declaration and these By-laws; and until all units are sold by the Declarant, the Declarant may appoint one (1) director to sit as a member

of the Board of Directors in addition to the other five (5) elected or appointed directors. Such Director appointed by the Declarant shall have the same voting rights as the other elected or appointed Directors.

2. At the first annual members' meeting and at each annual meeting thereafter five (5) directors shall be elected and the term of office of each director shall extend until the next annual meeting of the members and thereafter until their successors are duly elected and qualified or until removal in the manner as elsewhere provided.

3. In the event the City of University Heights ("City") becomes the owner of a commercial unit in the One University Place South Condominium regime, condominium, and from and so long as the City is such an owner, then at the City's option in addition to being a voting member of the Association with all rights of membership afforded to a unit owner by the Declaration, one (1) representative of the City, as appointed from time to time by the City Council, shall be a voting member of the Association's Board of Directors adding one (1) initial director to those appointed by the Declarant for the period before the first annual meeting, or replacing one (1) of the five (5) elected directors from and after the first annual meeting, as the case may be.

4. Each elected director shall be elected by ballot (unless such requirement is waived by unanimous consent) and by a plurality of the votes cast at the annual meeting of the members of the Association. Each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled by election.

5. Except as provided in Paragraph 6 of this Article, Vacancies of elected Directors (as opposed to appointed Directors) may be filled until the date of the next annual meeting by a vote of a majority of the Directors remaining in office regardless of whether those remaining constitute a quorum.

6. The initial Directors and the additional Director appointed by the Declarant under paragraph 1(a) of this Article III shall be subject to removal only by the Declarant. After the election of Directors at the first annual meeting, any elected Director or City appointed Director may be removed by seventy-five percent (75%) of the votes of members of the Association at a special meeting called for that purpose. The vacancy on the Board of Directors so created shall be filled at the same meeting by the persons entitled to vote, or if the City appointed Director then by a City Council appointment as soon as is practicable.

7. The initial Directors as well as any other Director appointed by the Declarant or the City shall serve without compensation. Directors elected by the members shall receive such compensation and expenses as may be approved by a vote of the members at any annual or special meeting.

8. An organizational meeting of a newly elected Board of Directors, at which time officers will be elected among other business, shall be held within ten (10) days after their election at such place and time as shall be fixed by the Directors at the meeting at which they are elected. No further notice of the organizational meeting shall be necessary.

9. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board and no notice thereof shall be required until such resolution is modified or rescinded. Special meetings of the Directors may be called by the President, Vice President, or any two Directors,

provided not less than two days' notice shall be given, personally or by mail, email or telephone, which notice shall state the time, place, and purpose of the meeting.

10. A quorum at a directors' meeting shall consist of two-thirds of the entire Board of Directors. The acts approved by a majority of those present at a meeting duly called at which a quorum is present shall constitute the acts of the entire Board of Directors.

11. The presiding officer at a directors' meeting shall be the President, or in his absence, the Vice President.

12. The Board of Directors, by resolution approved by all members thereof, may designate from among its members such committees as it deems advisable and by resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation, and the documents establishing the condominium ~~regime~~Regime. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration, and, in addition to those elsewhere provided, shall include but not be limited to the following:

1. The determination and collection of assessments against members for all common expenses and other charges that may be assessed against members under applicable laws, the Declaration and other duly adopted condominium documents.

2. The use of the proceeds of assessments in the exercise of its powers and duties.

3. The maintenance, repair, replacement, and operation of the ~~regime~~Regime property, including all common areas, elements, and facilities, and units as applicable, and the making or providing for payment for all such work and approving or delegating to the officers authority to approve vouchers therefor.

4. The reconstruction, repair, restoration, or rebuilding of the ~~regime~~Regime property and of any units as applicable after casualty; and construction of new improvements or alterations as may be authorized in the Declaration.

5. To make and amend regulations respecting the use and occupancy of the property in the condominium ~~regime~~Regime and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, By-laws, and Resolutions of the members.

6. The enforcement by legal means of the provisions of the Horizontal Property Act, the Articles of Incorporation, these By-laws, the Declaration, and the regulations for the use of the property in the ~~regime~~Regime; and to take legal action in the name of the Association and on behalf of its members.

7. To contract for management of the ~~regime~~Regime and to delegate to such manager any or all powers and duties of the Association except such as are specifically required by the Declaration, By-laws or Resolutions of the members to have approval of the Board of Directors and/or the membership of the Association.

8. To employ, designate, and discharge personnel and/or contractors to perform services required for proper operation of the ~~regime~~Regime.

9. To carry insurance on the property committed to the ~~regime~~Regime and insurance for the protection of unit owners and occupants, and members of the Association, in accordance with the Declaration.

10. To pay the cost of all power, water, sewer, and other utility or other services rendered to the ~~regime~~Regime and not billed directly to the owners of the individual units.

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

12. To borrow money from any bank, lending institution, or agency for the use and benefit of the Association and to secure the loan or loans by pledge of the assets of the Association.

13. To do such other acts as are necessary and proper to effect the purpose of the ~~regime~~Regime as stated in the Declaration and these By-laws provided such acts are not otherwise prohibited.

V. OFFICERS

1. The officers of the Association shall be the President, who shall be a Director, a Vice President, who shall be a Director, and a Secretary and Treasurer, which offices shall be filled by one person, who need not be either a director or member. All such officers shall be elected annually by the Board of Directors and may be peremptorily removed and replaced by the vote of two-thirds of the Directors at any meeting. The initial officers and their successors, until the first annual meeting, shall be chosen by the initial Board of Directors and shall serve until the organizational meeting of the Board of Directors at which officers are elected. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the By-laws or by specific grant from the Board, but subject at all times to the provisions of the Declaration, By-laws and to the control of the Board of Directors.

2. The President shall be the chief executive officer of the Association. The President shall preside at all membership meetings and meetings of the Board of Directors 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~~Regime.

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

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

5. The compensation of all officers and employees shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee, nor the contracting with a Director for management of the ~~regime~~Regime.

6. 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 Directors or in such manner as the Directors may otherwise direct.

VI. FISCAL MANAGEMENT

1. The Board of Directors shall adopt a budget for each fiscal year (which shall be the same as the Association's fiscal year for Income Tax purposes), which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the following accounting categories according to good accounting practices:

- (a) Current expenses, which shall include all funds and expenditures to be made for the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.
- (b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.
- (c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, destruction, depreciation, or obsolescence.

2. The Board of Directors shall assess against each unit and the owners thereof shall be liable for, a share of the items in the budget adopted pursuant to paragraph 1 above equal to such unit's percentage share of common expenses as set forth in the Declaration. Such shares shall be assessed annually in advance for the fiscal year for which the budget was prepared and notice of such assessments shall be mailed or delivered not less than fifteen (15) days prior to the first day of such fiscal year: provided, however, no delay in giving such notice shall relieve any owner of the obligation to pay a duly adopted assessment. Such assessment shall be due and payable from the respective unit owner or owners in twelve (12) equal installments, each installment being due and payable the first day of each calendar month, within such fiscal year. In the event notice of such assessment is not timely given, the amount of such assessment will not change, but the due date for each installment that would otherwise be due and payable, less than fifteen (15) days from the giving of such notice, shall be due and payable on the due date of the first installment that is due after fifteen (15) days from the date such notice was mailed or delivered. In the event the annual assessment proves to be insufficient, the budget and assessments

therefor, may be amended at any time by the Board of Directors. Such amended budget may be adopted at a special directors' meeting upon an affirmative vote of a majority of the directors. The additional amount so budgeted shall be assessed to each unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year.

3. Assessments for common expenses for emergencies and extraordinary expenditures, that cannot be paid from the annual assessments for common expenses and maintenance funds, shall be made only after notice of the need thereof to the unit owners. After such notice and upon approval in writing by owners entitled to cast more than one-half of the votes in the Condominium, the assessments shall become effective, and shall be due in such manner as the Board of Directors may require after fifteen (15) days' notice thereof. In the event any expenditure for repair or replacement of any unit or common elements cannot be paid from annual assessments, but can be at least ninety percent (90%) paid from insurance proceeds therefor, such expenditures may be made upon approval of the Board of Directors without approval of the members and an amended budget and assessment may be made therefor if necessary.

4. ~~The Board of Directors may assess certain expenses pertaining to the common elements benefiting only residential owners to all residential owners and units provided the assessments are equal to the percentages of such residential units' shares of residential common expenses as set forth in the Declaration. Similarly, the Board of Directors may assess certain expenses pertaining to the common elements benefiting only commercial owners to all commercial owners and units provided the assessments are equal to the percentages of such commercial units' shares of commercial common expenses as set forth in the Declaration. Further, as provided in the Declaration, the~~ Board of Directors may reasonably assess on a percentage prorata basis certain expenses for limited common elements benefitting only some units among the units and owners so benefited.

5. If an owner shall be in default of a payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to such owner, and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to such owner either personally or by registered or certified mail. Interest shall be computed and due on balances due under this paragraph but unpaid on such due date at the rate of 10% per annum from the date such balance becomes due and payable in accordance with the preceding sentence; such interest shall be in addition to any other payments for which said owner is liable.

6. The holder of a mortgage on any unit, upon its filing written request with the Association, shall be given written notice by the Association of the nonperformance of a mortgagor's obligations under these By-laws, the Declaration, or other condominium documents, which is not cured within thirty (30) days.

7. All sums assessed but unpaid, including, but not limited to, interest with respect to a unit or against a unit owner, shall constitute a lien on such unit prior to all other liens except:

- (a) Tax liens on the unit in favor of any assessing unit and special district, and
- (b) All sums unpaid on the first mortgage of record.

Said lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B.17 of the 2015 Code of Iowa, as amended, in which event the owner shall be required to pay a reasonable rental for the unit. The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien it holds.

8. If a mortgagee or purchaser of a unit obtains title as a result of foreclosure of a first mortgage, neither such mortgagee or purchaser nor their successors or assigns shall be liable for the assessments chargeable to such unit, due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all unit owners including the mortgagee or purchaser, and their successors and assigns. The owner of a unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments against the grantor or prior owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid therefor. The grantee or other successor in interest of an individual subject to a levy of an assessment on account of default shall be liable for any such special assessment.

9. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from the accounts shall only be by checks signed by such persons as are authorized by the Directors.

10. An audit of the accounts of the Association may be made annually by a Certified Public Accountant as may be retained by the Board of Directors, and if such audit is made a copy of the report shall be furnished to each member not later than sixty (60) days after the close of the fiscal year for which the report is made, or fifteen (15) days after the completion of the audit report, whichever is later.

VII. AMENDMENT

1. These By-laws may be amended, altered, or repealed, or new By-laws adopted by the members at a regular or special meeting of the members upon the affirmative vote of 75% of all votes entitled to be cast; provided, however, no amendment effecting a substantial change in these By-laws 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 or otherwise approve said amendment in writing.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, except if notice of the proposed amendment has been given, an amendment relative to the same subject may be adopted by those present, in person or by proxy, and possessing the requisite percentage of membership and voting interests, provided further no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed in Article II Section 3 of these By-laws and shall be given to the persons described in Article II Section 4 and the holder of any first mortgage of record that has notified the Association of its interests not less than thirty (30) days before the date such meeting will be held. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided by Section 499B.14 of the 2015 Code of Iowa, as amended, no modification nor amendment to these By-laws shall be effective unless set forth in an amendment to the Declaration of Condominium, executed and recorded in the manner set forth in the Declaration, and an amendment to these By-laws 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~~Regime regardless of whether said person had such interest at the time said amendment was adopted.

VIII. MISCELLANEOUS PROVISIONS

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

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

3. The Board of Directors may require fidelity bonds from all directors, officers, or agents handling or responsible for Association funds and the expense of such bonds shall be common expenses of the Association.

4. The Association shall promulgate such Rules and Regulations for the operation, use and enjoyment of the ~~regime~~Regime that are in the best interest of all owners within the ~~regime~~Regime and are not contrary to the Declaration. The initial Board of Directors may adopt initial Rules and Regulations that may from time to time be added to, amended, or modified by majority vote of the initial Board of Directors or a subsequent Board, or by a vote of members representing a 60% majority of the units' votes in the Association, which vote by the members shall supersede the Board of Directors if there is a conflict with the Rules and Regulations adopted by the Board. The Rules and Regulations, as amended, shall be binding upon all members and representatives of members, and to the extent applicable also binding upon tenants, guests and invitees. An amendment to the Rules and Regulations shall not constitute an amendment to the Declaration, and shall be valid and enforceable upon adoption without recording the same as an amendment to the Declaration. The Association shall keep among its records and periodically distribute to members, and make available to members upon request, the most current version of the duly adopted Rules and Regulations of the condominium ~~regime~~Regime.

5. The Association shall at all times maintain separate and accurate written records of each unit and owner and the address of each, which shall set forth the status of all assessments, accounts, and funds pertinent to that unit and owner. Any person not a unit owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts for a unit in the ~~regime~~Regime.

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

7. The Board of Directors may, in its discretion, issue written evidence of membership, but the same shall be evidence thereof only, and shall in no manner be 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 an assignment, hypothecation, or transfer of the unit.

8. Each owner or tenant of such owner's unit, as applicable, shall have a right to use and enjoy the common elements provided that such use shall be limited to the uses permitted by the Declaration, the Rules and Regulations, and other governing documents of the ~~regime~~Regime.

IX. 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 By-laws shall mean any person who owns or holds for such owner an interest in one or more units subject to the ~~regime~~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. Unit. The term “unit” means each unit subjected to the ~~regime~~Regime of one or more rooms intended for use as ~~commercial space or a~~ residential dwelling, as more fully defined in the Declaration.

4. Common expenses. The term “common expenses” shall include:

- (a) Expenses of administration of the Association;
- (b) Expenses of operating the general common elements and the portions of limited common elements to be operated by the Association, in accordance with the Declaration;
- (b) Expenses of maintenance, repair, or replacement of general common elements and of the portions of limited common elements and units to be maintained, repaired, or replaced by the Association, in accordance with the Declaration;
- (c) Expenses of insurance for the Association and its directors, officers, and members; for the common elements; and for the units as may be provided for in the Declaration;
- (d) Expenses and obligations allocated to the Association or declared common expenses by the Declaration or these By-laws; and
- (c) Any valid charge against the ~~regime~~Regime as a whole.

5. Declarant. The term “Declarant” shall mean One University Place, LLC, an Iowa limited liability company, which has made and duly executed the Declaration, and any successor that One University Place, LLC may designate in writing to be the successor Declarant.

6. 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.

Jeffrey L. Maxwell, President
One University Place ~~South~~North Condominium Owners Association,

|
Inc.

Attest:

Justin Doyle, Secretary/Treasurer

Exhibit D - Site Plan

[See Attached Site Plan]

Exhibit E - Floorplans

[See Attached Floorplans]

Exhibit F - Building Plans

[Building Plans will be filed as a Supplement and/or Amendment to the Declaration when the Building is Substantially Completed]

Exhibit G - As Built Certificate

[An *As Built Certificate* will be filed as a Supplement and/or Amendment to the Declaration when the Building is Substantially Completed]