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**AMENDED, RESTATED & SUBSTITUTED
DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL REGIME
FOR BROOKVIEW POINTE CONDOMINIUMS**

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Grantor:

PBM Development Co., L.L.C.

Grantee:

Legal Description: Lot 65 in Robel Century Run, an Official Plat, now included in and forming
a part of the City of West Des Moines, Dallas County, Iowa.

Document or instrument number of previously recorded documents: 1) Declaration of
Submission of Property to Horizontal Property Regime in Book 2006 at Page 14946; 2) First
Amendment to Declaration of Submission of Property to Horizontal Property Regime in Book
2007 at Page 2621.

**AMENDED, RESTATED & SUBSTITUTED
DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL REGIME
FOR BROOKVIEW POINTE CONDOMINIUMS**

This Amended, Restated & Substituted Declaration of Submission of Property to Horizontal Property Regime (hereinafter "Restated and Substituted Declaration") is made and entered into this 26th day of JULY, 2012, by PBM Development Co., L.L.C. (hereinafter "Developer") as to the following real property:

Lot 65 in Robel Century Run, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa.

WHEREAS on September 11, 2006, a "Declaration of Submission of Property to Horizontal Property Regime for Brookview Pointe Condominiums" (hereinafter "Declaration") was recorded with the Dallas County, Iowa Recorder at Book 2006 at Page 14946.

WHEREAS on February 26, 2007, the "First Amendment to Declaration of Submission of Property to Horizontal Property Regime for Brookview Pointe Condominiums" was recorded with the Dallas County Recorder in Book 2007 at Page 2621 ("hereinafter "First Amendment to Declaration").

WHEREAS, pursuant to Article XIII, Paragraph 1(c), the Declaration may be amended by written agreement of the unit owners to which at least 67% of the votes in the Association are allocated. The Developer and owners signing this written document own more than 67% of the condominium units. Additionally, pursuant to applicable sections of the Declaration and Association bylaws, the Developer remains the sole voting member of the Association at this time.

WHEREAS the entire Development was designed to consist of 4 three-story wood framed buildings containing a total of 96 single-family residential units (24 residential units per building), and 96 garage units (88 single-stall garage units and 8 two-stall garage units), plus an additional 4 single-stall garage units for solid waste dumpsters. The building construction consists of 2x6 wall construction with two-foot engineered floor trusses, pitched roofs, and a combination of brick, stone, and durable siding for exterior walls.

WHEREAS, the Declaration declared that the construction of the Brookview Pointe Condominiums shall proceed in 4 phases. The timing of the construction of each phase shall be at the sole discretion of Developer.

WHEREAS, at the time of executing this document, 2 of the 4 buildings have been constructed and are occupied, and the remaining 2 buildings have not been constructed due to adverse economic conditions. The first building was constructed during the fall of 2006 and spring of 2007. The second building was constructed during the fall of 2007 and the spring of 2008.

WHEREAS, Developer intends to begin construction of the third building during the summer of 2012 and to begin construction of the fourth building during calendar year 2013. Since the first and second buildings will be approximately 5 years older than the third and fourth buildings, different repair and replacement reserves, and monthly assessments, may be required for the different buildings.

WHEREAS, in recognition of the current economic climate, the different ages of the 4 buildings and improvements therein, and the desire of owners to govern matters within their own building and surrounding Common Elements, and in recognition of the overall best interests of this project, this Restated and Substituted Declaration restructures and divides the existing one Association into a new Master Association and 3 new Sub-Associations, each with its own governing, management, and assessment authority. This Restated and Substituted Declaration does not change the number of ownership units (96 residential units), nor does it change the fractional share of Common Elements associated with each owner's unit. Additionally, this Restated and Substituted Declaration does not increase each owner's percentage share of the common expenses.

WHEREAS, Developer's purpose, by recording this Restated and Substituted Declaration, is to submit and convey the land and buildings described above, together with all appurtenances thereto to the condominium form of ownership and use pursuant to the provisions of Chapter 499B of the Code of Iowa, and to impose upon such property mutually beneficial restrictions under a general plan of improvement for the benefit of all condominiums therein and the owners thereof.

NOW, THEREFORE, the undersigned, pursuant to authority granted in the Declaration, and the Developer as the sole voting member of the Association, hereby declares that all of the real estate legally described above shall be subject to this Restated and Substituted Declaration and shall be held, transferred, sold, conveyed, leased, occupied, and subject to the terms and conditions hereafter, and further hereby declares that the prior Declaration and First Amendment thereto referenced above are hereby superseded and replaced by this Restated and Substituted Declaration.

The undersigned hereby confirms and re-declares that the property legally described above is and shall be held subject to the provisions of Iowa Code 499B, subject to the following covenants, conditions, restrictions, uses, limitations and obligations which are declared and agreed to be in furtherance of a plan for the improvement of the property as a 96-unit condominium project governed by a Master Association and 3 Sub-Associations and that said covenants, conditions, restrictions, uses, limitations, and obligations shall run with the land and be a burden and a benefit to the Developers, the owners of residential units and garage units, and each of their successors, heirs, executors, administrators, devisees, and assigns.

**ARTICLE I
DEFINITIONS AND GENERAL**

1. Master Association. The term "Master Association" shall mean the existing "Brookview Pointe Owners Association, Inc." which shall change its legal name to "Brookview Pointe Master Association, Inc." (hereinafter Master Association"). The Master Association shall have full and final authority over the entire 96-unit condominium regime with the exception of those duties, responsibilities, and rights specifically delegated to each "Sub-Associations" as defined hereinafter.

2. Sub-Associations. This Regime shall consist of 3 sub-development regions. The first sub-development region shall contain the existing first and second buildings (Buildings 1000 and 4000) and surrounding Common Elements. The second sub-development region shall contain the third building (Building 2000) and surrounding Common Elements, and the third sub-development region shall contain the fourth building (Building 3000) and surrounding Common Elements. Attached hereto as Exhibit A-3 is a drawing which shows the location of, and legally describes, each of the 3 sub-development regions and the building numbers contained therein. Each of the 3 sub-development regions shall be governed on a day-to-day basis by the Board of Directors of their respective Sub-Associations as further defined herein.

3. Assessments. "Assessment" shall mean and refer to an owner's share of the common expenses and other charges from time to time assessed against an owner by a Sub-Association or by the Master Association.

4. Association. "Association" shall mean and refer to generally as any Sub-Association or the Master Association.

5. Building. The term "building" or "buildings" means any buildings constructed on the real estate described above, all of which are intended to comprise an integral part of this horizontal property regime.

6. Common Elements or Areas. The term "common elements" or "common areas" means all general common elements and limited common elements as defined herein.

7. Condominium. The term "condominium" when used as a noun means either a residential unit or a garage unit and appurtenances thereto.

8. Declaration. The term "Restated and Substituted Declaration" shall refer to this document and all exhibits attached hereto, including the Articles of Incorporation and Bylaws of the Master Association, each Sub-Association, and all supplements and amendments hereto.

9. Developer. "Developer" shall mean PBM Development Co., L.C.C. and its successors and assigns.

10. General Common Elements. The term "general common elements" means and is described as all portions of the property not included within any residential unit or garage unit except such portions of the property which are defined or reserved as limited common elements, and the term also includes, but is not limited to, land, driveways, outside parking, sidewalks, solid waste collection and dumpster areas, landscaping, plantings, and other pertinent equipment and furnishings.

All structural elements of the buildings, including, but not limited to, the foundation, slabs, exterior walls, roof and attic, interior load bearing walls, walls dividing units and walls separating units from another common area, the structural components of floors and ceilings, and other structural elements of the building are general common elements. Additionally, the building entrance ways, lobbies, elevators, hallways, steps, and any exercise facilities shall be considered general common elements. All sewer, water, electrical, gas, telephone, and other utility or services lines, ducts, conduits, and piping located outside of any residential unit or garage unit, or which serve more than one unit are general common elements notwithstanding the same are located in part within a unit.

All sanitary sewer lines (including manholes), water service lines, the storm sewer collection system, including storm sewer lines and any structures or manholes relating thereto, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, and piping located outside of any unit or which serve more than one unit are general common elements notwithstanding the same are located in part within a unit. In general, all devices and installations existing for common use shall be deemed general common elements.

11. Limited Common Elements. The term "limited common elements" means those common elements which are limited to and reserved for the use of one or more but less than all of the owners, as designated on the Site Plan or in this Restated and Substituted Declaration, including, but not limited to: (i) balconies, patios, deck areas, equipment rooms or spaces which house the air conditioning units, furnace and heating equipment and water heaters, associated with or providing service to a residential unit; (ii) those portions of the project treated as limited common elements by operation of the act, and (iii) the use of the exercise room in Building 4000 shall be limited to residential unit owners within Building 4000, and the use of the exercise room in Building 1000 shall be limited to residential unit owners within Building 1000.

12. Land. The term "land" or "Land" means the real property described as:

Lot 65 in Robel Century Run, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa.

13. Owner. The term "owner" or "unit owner" means the person or persons who own a residential unit or a garage unit in fee simple. The Developer is the initial owner of all residential units and garage units whether constructed or unconstructed until such time as said units are fully constructed and conveyed to a third party. While owning any residential unit (including unconstructed residential units), the Developer shall be entitled to all voting rights associated with said residential units and shall enjoy the same rights and shall be subject to the same duties as all other owners except as provided in this Declaration. If a residential unit or

garage unit is sold under a contract for deed, the vendee shall be deemed to be the owner of said unit for purposes of this definition.

14. Ownership Units or Unit. The term "ownership units" or "unit" means the ownership of residential units and garage units and the rights associated therewith as further defined in Article III hereof for purposes including, but not limited to, determining each unit's appurtenant share of the Common Elements, and determining voting rights and assessment obligations in accordance with the Bylaws of the relevant Association.

15. Property or Project. The term "property" or "project" shall include all property, real, personal or mixed, all other improvements located thereon, and all easements, rights, appurtenances belonging thereto submitted to the regime other than the personal property of any owner which might otherwise be considered submitted to the regime.

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. Successors, Grantees, and Assigns. Any reference to Developer, an owner, the Association, or any person or entity shall include the respective heirs, successors, grantees and assigns thereof.

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

19. Condominium. "Condominium units" shall mean the fee simple interest and title in and to a residential unit or a garage unit, together with the undivided interest in the Common Elements, including such owners' interest in any limited common elements appurtenant to the ownership of a residential unit and all other rights and burdens created by this Declaration.

20. Garage or Garage Unit. The condominium project contains 96 garage units, plus 4 additional garages initially designated for solid waste dumpsters. There are 88 single-stall garage units, 8 two-stall garage units, and 4 solid waste garage units as shown on the Site plan. The garage units are, or will be, numbered 1 through 96. The Developer shall have the right, in its sole discretion, to change the number of single-stall or two-stall garage units in the Sub-Association regions II and III as those units are being built. Additionally, as indicated above, the Site Plan shows 4 single-stall garages which were initially designated for solid waste dumpsters. The Developer shall have the right to move dumpsters and solid waste collection sites to locations outside of those 4 garages and to sell those 4 garages to residential unit owners. All future solid waste collection sites are Common Elements and shall be maintained by the Master Association.

The boundaries of each garage unit shall be the perimeter boundaries as depicted on the Site Plan extending vertically from the floor or pavement beneath to the height of the ceiling above the floor and the interior unfinished surfaces of the floor, the walls, and the ceiling.

Garage units are hereby declared to be individual condominium units which may be separately sold, transferred, or leased by the owner thereof upon such terms as the owner, in his sole discretion, deems appropriate. Individual garage units will initially be sold and conveyed by

the Developer, in its sole discretion, to residential unit owners. Once a garage unit is conveyed to a residential unit owner, the owner thereof may sell said garage to any other residential unit owner on such terms as they mutually agree upon. However, a garage unit may not be sold to any person who is not the owner of a residential unit in this project. For purposes of legally describing garage units in the abstract of title and for conveyance purposes, the garage numbers will be preceded by the capital letter "G". For example, Garage Unit No. 1 will be legally described as G1. The Developer reserves the right to renumber individual garage units as the Developer deems appropriate.

21. Incorporation. Exhibits attached hereto and referred to herein are hereby incorporated and made a part hereof as if set out in full herein with the same force and effect as other provisions of this document; provided, that, wherever specifically provided, modification of certain exhibits shall not be deemed an amendment of this Declaration.

22. Other Definitions. Certain other terms are defined in various places in this Declaration and to the extent not defined herein, the definitions contained the Horizontal Property Act shall control.

ARTICLE II IDENTIFICATION OF LAND, BUILDINGS AND UNIT

1. Location of Land and Improvements. The land and improvements hereby submitted to the regime are located in West Des Moines, Dallas County, Iowa, and the land is legally described on the first page hereof. The Site Plan showing the buildings and unit numbers are shown in Exhibits A-1 and A-2. Drawings and floor plans for the 6 garage buildings and the garage units contained therein are shown in Exhibit A-4 through A-15. The 4 residential buildings all possess the street address of 8350 E.P. True Parkway. The 4 Buildings are designated as Buildings #1000, #2000, #3000 and #4000. The 24 residential units in each building are designated by 4 numeric digits. The first digit represents the Building number and the second digit represents the floor level (1st, 2nd or 3rd floor). The description of the materials used in the construction of each residential building is designated in Exhibits B-1 through B-5. The floor plans for individual residential units and garage units are shown in Exhibits C1 through C-5.

The driveways as shown in Exhibit A-1 shall be private driveways within the regime and Common Elements thereof, affording access to the residential units and garage units from the public street. An easement over such driveways as is necessary for ingress and egress to such units is hereby granted to each residential unit owner. Driveways shall be maintained by the Master Association.

**ARTICLE III
OWNERSHIP OF UNITS, APPURTENANCES AND EASEMENTS**

1. Exclusive Ownership of Unit. Each owner shall be entitled to exclusive ownership and possession of his unit. An owner shall be deemed to own the windows and doors (front entrance door and patio doors) of his unit. An owner shall not be deemed to own the undecorated or unfinished interior surfaces of the walls, floors, and ceilings bounding his unit which are included in limited or general common elements notwithstanding the fact that such elements are within the perimeter of such unit. An owner, however, shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the perimeter walls, floors, ceilings, and exterior doors bounding his unit and also shall have such exclusive rights with respect to general or limited common elements which are within his unit, including specifically the right to penetrate such Common Elements with nails and other fasteners for hanging customary pictures, mirrors, and similar wall decorations. Each Sub-Association may make specific rules and regulations regarding the maintenance, painting, and decoration of exterior doors.

2. Appurtenances. There shall pass with the ownership of each residential unit as a part hereof, whether or not separately described, all appurtenances to such unit (whether such appurtenance is described in this Article or elsewhere in this Declaration or in the-Bylaws of the Association), including the limited common elements. No part of the appurtenant interest of any unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such unit itself or of all units in the regime.

3. Undivided Ownership Interest. An undivided interest in the land and other Common Elements of the regime, regardless of whether such elements are general or limited common elements, shall be appurtenant to each unit. The amount of such undivided interest appurtenant to each unit shall be a fraction, the numerator of which is the number of square feet in the residential unit and the denominator of which is the total of the square feet of all of the residential units which have been submitted to the regime, all as shown on Exhibits D-1 through D-3 attached hereto. Any modifications to the floor plans of any residential unit made by the Developer shall not be deemed to change the undivided ownership interest percentage shown in Exhibit D. All two-bedroom units shall have a .9931% undivided ownership interest in all Common Elements, and all three-bedroom units shall have a 1.1867% undivided ownership interest in all Common Elements.

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

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

6. Membership and Voting Rights. Appurtenant to each residential unit shall be a membership in the Sub-Association which governs that residential unit and one vote in the business affairs of said Sub-Association. Additionally, appurtenant to each residential unit shall

be a membership in the Master Association and one vote in the business affairs of the Master Association. The exercise of such voting and membership rights shall be subject to the applicable provisions of the Articles and Bylaws of each Association. The action of each Sub-Association and the Master Association shall be deemed the action of the owners of that Development whenever such action is permitted or required by Chapter 499B of the Code of Iowa; and such action, when taken in accordance with the Bylaws of the Association and this Declaration, shall be final and conclusive upon all unit owners.

7. Encroachment Easements. If any portion of the Common Elements encroaches upon any unit, or if any unit encroaches upon any other unit or upon any portion of the Common Elements, or if any of such encroachments shall occur hereafter as a result of shifting or settling of the building or from alteration, repair or improvement to the Common Elements or as a result of repair or restoration of the Common Elements or a unit after damage by fire or other casualty, or as a result of condemnation or of eminent domain proceedings, then in each of such events a valid easement shall exist for such encroachment and for the maintenance thereof so long as the building, Common Elements and units exist, as long as the physical boundaries of the units after construction, reconstruction, repair, etc., are in substantial accord with the description of those boundaries that appear in this Declaration.

8. Cross Easements. Appurtenant to each unit shall be easements from each unit owner to each other unit owner and to the Sub-Association and from the Sub-Association and/or the Master Association to the respective unit owners as follows:

- a) For ingress and egress through the common areas and for maintenance, repair and replacement as authorized;
- b) Through the units and Common Elements for maintenance, repair and replacement or reconstruction of Common Elements, but access to units and limited common elements shall be only during reasonable hours except in case of emergency;
- c) Through the units and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to the other units and the common areas;
- d) To the extent necessary, each unit shall have an easement for structural support over the Common Elements and over any other unit in the building, and each unit and the Common Elements shall be subject to an easement for structural support in favor of every other unit in the building and the Common Elements.

9. Utility Easements. The Master Association shall have the right to grant utility easements under, through and over the Common Elements which are reasonably necessary to the ongoing development and operation of the Project.

10. Owners Access. Each unit owner shall have a perpetual right appurtenant to the owner's ownership interest in the unit for access to and from the owner's unit across and through the Common Elements.

**ARTICLE IV
LIMITED COMMON ELEMENTS**

1. Definition. The term "limited common elements" shall mean a portion of the Common Elements set aside and allocated for the restricted use of respective units as is or as may hereafter be designated. At the time of conveyance, each respective document of conveyance shall be deemed to convey the limited common elements to be used exclusively in conjunction with the respective unit without necessity of naming the same.

2. Reservation. The limited common elements consisting of the balconies or patios which exclusively serve each unit are reserved as limited common elements for the exclusive use of each respective unit.

3. Balconies or Patios. The cost of maintenance and repair of any balcony or patio shall be assessed against the unit that such balcony exclusively serves.

4. Exception. Notwithstanding the reservations permitted by this Article, the design and layout of the building and grounds submitted and the integrity and appearance of the regime as a whole are the common interest of all owners and shall remain a part of the general common elements.

5. Right of Each Sub-Association and the Master Association. The reservation of limited common elements shall not limit any right the Sub-Association or the Master Association or its agent may otherwise have to alter such limited common elements or enter upon such limited common elements.

**ARTICLE V
DEVELOPER'S RESERVED RIGHTS, POWERS AND OBLIGATIONS**

1. Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision hereof to the contrary, to sell, lease, or rent residential units and garage units not previously sold by the Developer to any person and shall have the right to transact on the property any business relating to construction, sale, lease or rental or such units and any recreational facilities including, but not limited to, the right to maintain models, offices, signs, employees and equipment and materials on the premises, and to use Common Elements to show such units. A sale and rental office, signs and all items and equipment pertaining to sales or rentals and other facilities furnished by Developer shall not be considered Common Elements and shall remain Developer's separate property. Developer retains the right to be and remain the owner of any unconstructed or completed units which have not been sold under the same terms and conditions as other owners, including membership in the Association, and including the right to exercise any voting rights associated with said unconstructed or completed units.

2. Developer's Nonliability for Assessments. The Developer, and the units which Developer owns, shall not be liable for any assessments made by any Sub-Association or the Master Association whether general or special; provided, however, at such time as a unit owned by Developer is sold, leased, rented or occupied (other than as a model for sales purposes or as a sales office), such unit shall thereafter be liable for assessments in the same fashion as any other owner.

3. Designation of Association Directors. So long as Developer owns an aggregate of eight (8) residential units in this regime, the Developer shall have the right to name one member to the five-member Board Directors of the Master Association. So long as the Developer owns a total of 2 residential units in any one of the 3 Sub-Associations, then the Developer shall have the right to name one member to the five-member Board Directors of that Sub-Association. Thereafter, or in the event the Developer waives said rights, the Board of Directors shall be selected in the manner specified in the Bylaws of the Master Association and in the Bylaws of each Sub-Association.

4. Right to Amend Plans. Until the last unit is constructed, the Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, so long as Developer owns the units so altered. If the Developer shall make any changes in units so authorized, such changes may be reflected by an amendment to this Restated and Substituted Declaration. An amendment made pursuant to this paragraph may be signed and acknowledged by the Developer, and need not be approved by the Association or unit owners, whether or not elsewhere required herein.

As stated above, any exercise rooms are considered limited common elements preserved for the use of residential unit owners within the same building as the location of the exercise room. Notwithstanding any other language contained herein, the Developer, in his sole discretion, shall have the right to eliminate the construction of an exercise room in the final 2 buildings to be constructed (Buildings 2000 and 3000) in this condominium project. The recaptured space not used for exercise rooms may be included in adjoining units, and such design change shall not be deemed to change the undivided ownership interest in Common Elements shown in Exhibits D-1 through D-3, associated with the affected units.

5. Construction of Units – Variation and Adjustments. The Developer reserves the right to substitute for any of the materials, equipment and appliances, materials, equipment and appliances of equal or better quality in its sole discretion.

6. Construction of Buildings and Maintenance and Repairs. Developer reserves the right to construct one building at a time. Developer reserves the right to have access until construction of all buildings and the units contained therein are completed and sold (and a limited easement for the same) to maintain, improve or repair the Common Elements should the need arise in the sole discretion of the Developer and without the need for any approval by any Association and shall have such access as is necessary to accomplish such maintenance, improvement or repairs; provided, however, the Developer shall restore any Common Element disturbed by Developer's use of such easement to the condition existing prior to the disturbance as soon as practically feasible after Developer's use of the easement rights granted herein are concluded.

7. Assignment of Developer's Reserved Right. Developer shall have the right to assign all its reserved rights and obligations as Developer to any person, corporation or other entity. Upon such assignment of Developer's reserved rights, the initial Developer shall have no further obligation in connection with the condominium regime.

8. Right of Access. The Developer reserves an easement over the Common Elements of the condominium regime for the purpose of completing the remaining buildings and

improvements contemplated by this Declaration. Provided, however, the Developer shall, restore any Common Element disturbed by Developer's use of such easement to the condition existing prior to the disturbance as soon as practically feasible after Developer's use of the easement rights granted herein are concluded. Also, the easement rights granted herein shall be exercised by the Developer only if and when the access required by Developer is not otherwise reasonably available other than over, across or through the Common Elements.

ARTICLE VI MANAGEMENT OF THE REGIME

1. Master Association. The business and affairs of this condominium regime shall be governed and managed by the Master Association, a non-profit membership association organized and existing under Chapter 504A of the Code of Iowa, unless such business and affairs are expressly delegated to one or more Sub-Associations. The Articles of Incorporation of the Brookview Pointe Association were previously filed in the Office of the Iowa Secretary of State on approximately September 8, 2006. Said Association was originally known as "Brookview Pointe Owners Association, Inc.", and henceforth that Association shall be the Master Association. Said Association shall change its corporate name to "Brookview Pointe Master Association, Inc.". A copy of the Amended and Substituted Bylaws for the Mater Association are attached hereto as Exhibit E. Copies of the Articles of Incorporation and Bylaws for each of the 3 Sub-Associations are attached hereto as Exhibits F, G, and H. The 3 Sub-Associations shall be known as Brookview Pointe Region I Association, Inc., Brookview Pointe Region II Association, Inc., and Brookview Pointe Region III Association, Inc. 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 Master Association or one of the Sub-Associations, as required. The action of the Master Association or any of the Sub-Associations shall constitute the action of the owners thereof.

2. Sub-Associations. The business of each of the 3 Sub-Associations shall be managed by a Board of Directors consisting of 5 members who shall be elected by the owners of the units in each sub-development.

3. Agreements and Compliance. All owners, each Association, tenants, families, guests, and other persons using or occupying the regime shall be bound by and strictly comply with the provisions of the Bylaws of the respective Association and applicable provisions of the other condominium documents, and all agreements, regulations, and determinations lawfully made by the respective Association and its directors, officers or agents shall be binding on all such owners and other persons. A failure by any owner, any Association, tenant, family, guest, or other person occupying or managing the condominium regime to comply with the Bylaws or the provisions of the other condominium documents or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any owner as applicable and for mandatory or other injunctive relief without waiving either remedy. The costs, including reasonable attorney's fees incurred by the Association to enforce same shall be a lien against the unit whose owner failed to comply and this lien shall be subject to foreclosure by the Association in control.

4. Availability of Documents and Records. Each Association shall make available to its respective unit owners current copies of this Restated and Substituted Declaration, the Bylaws of the Association, and any rules or regulations passed by the Association governing the condominium regime and other books, records and financial statements of the relevant Sub-Association or the Master Association. Such information shall also be made available by the Association to prospective purchasers of units, including the most recent financial statements of the Association, if such is prepared. "Available" shall mean available for inspection upon request during normal business hours or under other reasonable circumstances at a location selected by the Association. Costs of any copies, if furnished by the Association, shall be borne by the person requesting such copies.

5. Included Powers, Foreclosure of Lien, Waiver of Partition. Each owner agrees that each Association has and shall exercise all powers, rights and authority granted unto it by Chapters 504A and 499B, Code of Iowa, and such as are more particularly set forth in Regime documents, including but not limited to the making of assessments chargeable to owners and the creation of a lien on units thereby, and the right, acting on behalf of the unit owners, to foreclose the lien thereof and acquire a unit at foreclosure sale and to hold, lease, mortgage or convey the same; all unit owners shall be deemed to have waived all rights of partition, if any, in connection with such acquisition. Each owner hereby waives any right to delay or prevent such foreclosure by the Association which he may have by reason of a homestead exemption.

6. No Avoidance by Waiver of Use; Right of Entry. Each owner shall be liable for all assessments made by its respective Sub-Association or the Master Association against his unit for common expenses and liabilities of the Association and the condominium property and regime. The liability of a unit owner for all assessments made by either Association may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of a unit for which an assessment is made. Each Association shall have the right, exercisable at reasonable times, to enter a unit as may be necessary to carry out its responsibilities.

7. Utilities. Each unit owner shall pay all charges before they become delinquent for telephone, electricity, gas, cable television and any other service which is billed to the unit owner. All other utility charges shall be paid by the applicable Association and the costs of the same shall be a common expense to be assessed against each unit owner as part of the regular assessments.

8. Management Contract. Pursuant to authority granted in its Bylaws, each Association shall have the right to enter into a contract with the Developer or any other entity or person for professional management of its affairs upon such terms as each Association deems appropriate. The management fee associated therewith shall be a common expense of the Association. Any fee adjustment shall be no more often than once each year.

9. Discharge of Liability. The owner shall promptly discharge any lien which may hereinafter be filed against his unit.

10. Negligence. A unit owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by

that of his family, guests, employees, agents, or lessees, which liability shall include any increase in insurance rates resulting therefrom.

11. Limitation of Association's Liability. No Association shall be liable for any failure of water or other service to be obtained and paid for by any Association hereunder, or for injury or damage to property caused by or on the Common Elements or by another owner or person in the project, or resulting from electricity, water, rain, air, dust, dirt or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances or equipment or from any other place unless caused by negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the common areas or from any action taken to comply with any law, ordinance or orders of a governmental authority.

12. Indemnification of Management Committee Members. Each member of each Association's current and past Board of Directors shall be indemnified by the owners to the full extent provided by law as directors of a nonprofit corporation against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been an officer, or director of any Association or any settlement thereof, whether or not he is an officer or director at the time such expenses were incurred, except in such cases wherein such person is adjudged guilty of or liable for willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors of the respective Association approved such settlement and reimbursement as being for the best interest of that Association.

13. Association as Attorney-in-Fact for Owners. Each Association is hereby irrevocably appointed attorney-in-fact for its respective owners of each and every unit to manage, control and deal with the interest of such owners in the Common Areas so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its right hereinafter provided. Each Association, or any Insurance Trustee (hereinafter defined) designated by any Association, is hereby irrevocably appointed attorney-in-fact for the owners set forth in such designation to purchase, maintain and handle insurance and insurance proceeds and condemnation awards as hereinafter provided, including, but not limited to, collection and appropriate distribution of the proceeds thereof, the negotiation of losses and execution of documents including releases of liability, the execution of documents, and the performance of all other acts necessary to accomplish such purpose. The acceptance by any person or entity of any interest in any unit shall constitute an appointment of its respective Association provided for herein as an attorney-in-fact as provided above.

14. Subordination of Assessment Liens. If any unit subject to a lien created by any provision in this Declaration shall be subject to the lien of a first Mortgage of record; (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Mortgage; and (ii) the foreclosure of the lien of such Mortgage or the acceptance of a deed in lieu of the foreclosure by the Mortgage, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the expiration of

the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the acceptance of a deed in lieu of foreclosure. All assessment liens as shall have come due upon the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the acceptance of a deed in lieu of foreclosure which have not been paid shall be deemed to be an expense of the Association. However, the Association shall have the right to collect such sums from the defaulting owner personally.

15. Right of Entry. Each Association shall have a right of entry to any unit to perform emergency repairs or to do other work necessary for the maintenance of the project. Each Association shall have the right to grant permits, licenses and easements over the Common Elements for proper operation of the project.

ARTICLE VII MAINTENANCE, ALTERATION AND IMPROVEMENT

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

- a. "Maintenance" or "repair" shall mean the act of maintaining, restoration, renovation, reconstruction, regrading, replacement, rebuilding and similar work necessary to preserve a unit, the building, the Common Elements, or the property in its condition as of the date of the completion of such improvements or restoration.
- b. "Improvement" shall mean the addition of a new structure, element or facility, other than a structure, element or facility otherwise provided by this Restated and Substituted Declaration or any supplement or amendment hereto.

2. Maintenance by the Master Association as delegated to each Sub-Association.

- a. The Master Association hereby delegates to each Sub-Association the authority and obligation to maintain all Common Elements contained in its respective Sub-development region, whether limited or general, and each Sub-Association shall make assessments therefore as a common expense, except where the cost of maintenance has been specifically made the responsibility of each unit in which case, each such unit shall be assessed on an individual basis. Included in the foregoing shall be the Sub-Association's responsibility to mow and maintain all sod (grass), irrigation systems, and to remove all snow from sidewalks, ramps, and building entrances, and to maintain, repair and replace said sidewalks, ramps

and building entrances. Each Sub-Association shall acquire and maintain insurance on its residential buildings and Common Elements, and shall maintain the landscaping and plantings in its sub-development region. Further, included in the foregoing shall be the Sub-Association's responsibility to maintain all sanitary sewer lines (including manholes) and other utilities within its respective sub-development region.

- b. Each Sub-Association shall repair incidental damage caused to a unit through maintenance by the Sub-Association and shall assess the cost thereof as a common expense to its respective owners.
- c. If a unit owner defaults on his responsibilities of maintenance, each Sub-Association shall assume such responsibilities and shall assess the cost thereof against the owner of such unit and such assessment shall be collectible from the unit owner as if it were an assessment for common expenses without waiving any rights to collect the costs thereof against said unit or owner as provided in this Restated and Substituted Declaration.
- d. Each Sub-Association may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, rebuilding, renovation, restoration or similar work to one or more units and the cost thereof may in the discretion of the Association, either be assessed against each unit on which such costs were incurred or be assessed against all units as a common expense according to the circumstances.
- e. The Master Association shall retain the responsibility for the maintenance, repair, and replacement of all driveways, curbs, project entrances, the perimeter sidewalks along E.P. True Parkway and 84th Street, and all garages and garage buildings. The Master Association shall also continue to be responsible for all maintenance and other obligations associated with the storm water facility and detention pond areas.
- f. Each Sub-Association shall have the power and authority to enforce compliance with this Restated and Substituted Declaration and all other condominium documents by owners within its Sub-Association region. If a Sub-Association fails to perform its duties and responsibilities delegated herein, then the Master Association shall have the right and obligation to perform such duties and responsibilities and to assess the nonperforming Sub-Association for all costs associated therewith.
- g. The Master Association shall collect all regular dues and assessments needed to operate the Master Association directly from the Board of Directors for each of the 3 Sub-Associations, rather than directly assessing each of the 96 residential unit owners. Each Sub-Association shall include in their Sub-Association dues and assessments to members such additional amounts as needed to satisfy the Sub-Association's financial obligations to the Master Association. Brookview

Pointe Region I Association (Buildings 1000 and 4000) shall pay 50% of the expenses and financial obligations of the Master Association, Brookview Pointe Region II Association (Building 2000) shall pay 25% of the Mater Association expenses and financial obligations, and Brookview Pointe Region III Association (Building 3000) shall pay 25% of the Mater Association expenses and financial obligations. Each Sub-Association shall directly assess each residential unit owner residing in its Sub-Association region for all revenue needed to operate the Sub-Association and to satisfy each Sub-Association's share of the Master Association expenses and financial obligations.

3. Maintenance by Owner.

- a. Each unit owner at his own expense shall maintain the interior, including the boundary surfaces, of such unit and its equipment, shall keep such interior in a clean and sanitary condition, shall do all redecorating, painting and other finishing which may at any time be necessary to maintain his unit in reasonable repair, and shall be responsible for the maintenance of all personality including carpets, furnishings, and appliances within such unit.
- b. The owner of each unit shall be responsible for maintenance of any plumbing fixtures, lighting fixtures, refrigerators, dishwashers, disposals, ranges, heating, ventilation, dryer vents, air-conditioning equipment, and hot water heater located in or connected with such unit and for its exclusive use. The owner shall also, at his own expense, keep in a clean condition any limited common area which is for the exclusive use of his unit; and neither its Sub-Association nor the Master Association shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the owner in a limited common area or in a unit except for the repair specifically made the responsibility of the Sub-Association for damage caused to a unit through its maintenance as provided herein.
- c. The unit owner shall maintain, at his expense, any improvement or other alteration made by him and keep such improvement or alteration in reasonable repair.
- d. The owner of each unit shall promptly report to his Sub-Association any defects or other maintenance needs which are the responsibility of the Sub-Association.
- e. Each unit owners shall, at his own expense, maintain, repair, and replace all windows, patio and deck doors, front entrance doors, overhead garage doors, and any windows or walk thru doors which may exist in a garage.

4. Alteration or Improvement by Owner. No unit owner shall make or permit to be made any structural alteration to a unit or to the building or any of the Common Elements, limited or general, without first obtaining written consent of the Board of Directors of the Sub-Association which shall determine the proper insurance of such improvements or other alteration, and the

effect of such improvement or alteration on insurance of other property of the regime, and which shall arrange with such unit owner for the payment of the cost of any additional insurance thereby required. In the case of alterations within a unit, the consent required by the preceding sentence shall be immediately granted upon agreement of the unit owner to pay the cost of such additional insurance, and a determination that such alteration will not impair the structural soundness of the building or safety of the property. Such owner shall do no act or work which will impair the structural soundness or integrity of the building or safety of the property or impair any easement. The improvement or alteration of a unit shall cause no increase or decrease in the number of ownership units appurtenant to such unit. 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 Sub-Association, such alteration would not enhance the integrity and appearance of the regime as a whole.

5. Alterations or Improvements by the Sub-Association or Master Association. Whenever in the judgment of the relevant Board of Directors, the Common Elements shall require additions, alterations, deletions, or improvements during the fiscal year costing in the aggregate in excess of \$5,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the ownership units, said Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all respective unit owners for the cost thereof as a common charge. Any additions, alterations or improvements during the fiscal year costing in the aggregate \$5,000.00 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.

ARTICLE VIII CONDITIONS AND RESTRICTIONS ON OWNERSHIP USE, AND THE OWNERSHIP, USE, OCCUPATION, AND ENJOYMENT

1. Subjection of the Property to Certain Provisions. The ownership, use, occupation, and enjoyment of each unit and of the Common Elements of the regime shall be subject to the provisions of the By-laws and Articles of Incorporation of the relevant Sub-Association and the Master Association, and this Restated and Substituted 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 heirs, assigns, lessees, tenants, occupants, and successors in interest.

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

- a. A residential unit shall be used or occupied for single family dwelling purposes only.
- b. An owner has the right to decorate windows in his unit, however, this right is limited to the extent that only drapes, curtains, sheers and shutters may be used which must be lined so that they appear white from the outside of the building.

Nothing shall be hung between the interior surface of the windows and the drapes, curtains, sheers or shutters used.

- c. Except as provided in this paragraph, no animals, rabbits, raccoons, livestock, fowl, poultry, reptiles, or birds shall be raised, bred, or kept in any residential unit or garage, or in the Common Elements or limited common elements of this condominium project. However, subject to the limitations contained herein, domestic dogs, cats, birds, or fish may be kept in a residential unit subject to all governmental animal ordinances and laws, and subject to any further rules promulgated by the Master Association or Sub-Associations. An owner may keep in a residential unit 2 pets which may include 2 dogs, 2 cats, or one cat and one dog. Pets may not weigh more than 35 pounds at full growth. No more than 2 pets total are allowed per residential unit. Each of the Sub-Associations may elect to modify or alter the animal restrictions contained herein as such Sub-Associations may deem appropriate. Each owner is responsible for any damage caused by his or her pets, and each owner shall be obligated to clean up after its pets in this condominium project. No pet shall be allowed to remain tied or chained to any balconies, patios or other locations in the condominium project, and any such animal so tied or chained may be removed by the governing Association or its agents. Any pet outside of a residential unit must be accompanied by the owner. If the owner and pet are inside a building in the hallways or any other common areas, the owner must carry the pet at all times. If the owner and pet are outside of a building, the pet must be accompanied by the owner at all times and must either be held by the owner or on a leash. An owner may not keep in a residential unit or garage unit or anywhere on this Condominium Project a Rottweiler dog, a Pit Bull dog, or any other animal deemed to be dangerous by the Board of Directors of the governing Association.

If any pet tracks any mud, dirt, sand, or other substance onto the sidewalks, porches, hallways, or other common areas in this condominium project, and the owner fails to clean up after the pet, the Sub-Association, if required to do so, may clean up after the pet and invoice the pet owner for the cost of said cleanup. The Sub-Association may also impose reasonable fines against owners for failure to clean up after pets. The costs of cleanup and the fine associated with the event shall constitute two separate financial obligations of the owner. Additionally, any pet owner will be fined, and will be invoiced for cleanup costs, upon failing to clean up any pet defecation, urination, "droppings", or other substances originating from the pet in any hallway, entrance ways, sidewalks, driveways, yards, or any and all other locations outside or inside of this condominium project.

Additionally, out of common respect for the peace and enjoyment of neighboring residential unit owners, each pet owner shall not permit any pet dog to bark for any length of time which disrupts neighboring owners and which can be heard by neighboring owners. If an owner is unable to control the noise levels of their pets,

those pets may be evicted from this condominium project by the governing Association. Violations of this noise rule shall be reported to the Sub-Association, and the owner shall be responsible for fines associated with each violation.

- d. Each Sub-Association may adopt rules and regulations for the reservation and use of any recreational facilities, if applicable.
- e. The right to sell, transfer or convey any condominium unit may be subject to such reasonable and uniform objective standards relating to financial responsibility and/or character as may now and hereafter be adopted by the Sub-Association in the form of rules and regulations. No restriction shall include a right of first refusal or similar right to the Association. No such restriction shall be based upon race, religion, age, sex or place of national origin.
- f. A unit owner may rent or lease his unit without first obtaining the approval of the relevant Sub-Association Board of Directors. However, all leases must be in writing and must have an initial term of 90 days or longer. The Sub-Associations may, from time to time, adopt objective standards, rules and regulations relating to the terms, conditions, and suitability of tenants for the rental of units in the respective Sub-development.
- g. No noxious, illegal or offensive activity shall be carried on in any condominium unit, nor shall anything be done or permitted to remain in any condominium unit which may be or become a nuisance or annoyance to owner or tenants. Owners and/or other tenants, shall exercise extreme care not to disturb other owners or tenants with excessive noise.
- h. There shall be no obstruction of any Common Elements. Nothing shall be stored on any Common Elements (except those areas designated for storage of personal property by the owners of the condominium units) without the approval of the Sub-Association. Vehicular parking upon general common elements may be regulated or assigned by the Master Association. Repair or maintenance of automobiles in a garage or other general common element is strictly prohibited.
- i. Except for such signs as may be posted by the Developer for promotional or marketing purposes, no signs of any character which are visible from the outside of a unit shall be erected, posted or displayed upon, from or about any unit, unless first reviewed and approved by the relevant Sub-Association. However, any unit owner seeking to lease or sell his unit shall have the right to post one sign for the sale or rental of such unit in one window of that unit, until such unit is sold or a rental is entered into.
- j. The halls and passageways of all buildings shall be used only for ingress or egress.

- k. No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used materials, or trash or any other kind shall be permitted within any condominium unit or permitted to remain in public view.
- l. No structure of a temporary character, trailer, tent, shack, boat or other recreational vehicle of any kind shall be maintained upon any Common Elements at any time.
- m. No owner or other person shall install any electrical or telephone wire, television antenna or other antenna, air-conditioning unit or other machine or device on the exterior of the building.
- n. Nothing shall be altered in, constructed in, or removed from the Common Elements, except upon written consent of the relevant Sub-Association Board of Directors.
- o. No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the unit owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.
- p. Nothing shall be done or kept in any unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Sub-Association. No owner shall permit anything to be done or kept in his unit or in the common area which will result in the cancellation of insurance on any unit or any part of the common area, or which would be in violation of any law.
- q. Agents of or contractors hired by an Association may enter any unit when necessary in connection with any maintenance, landscaping or construction for which that Association is responsible, provided such entry shall be made with as little inconvenience to the owners as practicable.
- r. A unit owner shall give notice to its Association of every lien against his unit other than permitted mortgages, taxes, and Association assessments, and of any lawsuit or other proceeding which may affect the title to his unit, within 10 days after the lien attaches or the owner receives notice of such lien or lawsuit or proceeding. A unit owner shall be governed by the provision of Iowa Code Section 499B.12 with respect to any such liens.
- s. Unit owners are reminded that alteration and repair of the building is the responsibility of their respective Sub-Association, except for the interior of the units. No work of any kind is to be done upon the exterior of the building walls or upon interior boundary walls or doors without first obtaining the approval of the relevant Sub-Association. Work inside a unit must be coordinated with the Sub-Association before proceeding.

- t. Each unit occupant shall keep his unit and balcony or patios to which he has sole access in a good state of presentation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, balcony, or patio thereof, any dirt or other substance.
- u. No vehicle belonging to a unit owner, occupant, or to a member of his family, or guest, tenant or employee of it unit occupant shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the building by another person or vehicle. Further, bicycles and mopeds not stored in a garage which is part of a unit shall not be stored in Common Elements except in the parking areas designated by the relevant Sub-Association.
- v. Complaints regarding the services of the building shall be made in writing to the Board of Directors of the relevant Sub-Association or to the managing agent or to the manager.

3. Each Sub-Association shall have the authority to amend and adopt reasonable rules and regulations governing the use of its respective Sub-development property and such rules shall be observed and obeyed by its respective owners, their guests, tenants, and licensees. Such rules after being properly adopted shall have the same force and effect as if contained in this Restated and Substituted Declaration. All Rules and Regulations previously adopted by the Brookview Pointe Owners Association, Inc. shall remain in place, and in full force and effect following the filing of this Restated and Substituted Declaration.

ARTICLE IX CONDEMNATION

1. Taking by Eminent Domain. Payment for the taking of a portion of a unit or of the Common Elements by eminent domain or the conveyance under threat shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Insurance Trustee to be held in trust for the unit owners and their first mortgage holders, as their interests may appear. Even though the awards may be payable to individual owners, each individual unit owner shall deposit his award(s) with the Insurance Trustee. In the event of failure to do so, in the discretion of the Master Association, a special assessment shall be made against a defaulting owner in the amount of his award, and the amount of such award shall be set off against the sums hereinafter made payable to such owner. The proceeds of the award shall be distributed or used in a manner heretofore provided for insurance proceeds except that when the condominium regime is not to be terminated, and one or more units are taken in part, the taking shall have the following effects:

- a. If the Unit is Reduced But Tenantable. If the unit taking reduces the size of the unit, and the remaining portion of the unit can be made tenantable, the award for the taking of a portion of the unit shall be used for the following purposes in order stated, and the following changes shall be effected in the condominium regime:

- i. The unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owners of the condominium unit.
 - ii. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit of record, the remittance being payable jointly to the owner and the mortgagees.
- b. Unit Made Untenantable. If the taking destroys or so reduces the size of the unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the condominium regime:
 - i. The market value of such unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit of record, the remittance being payable jointly to the owner and the mortgagees.
 - ii. The remaining portion of such unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the unit owners in a manner approved by the Master Association; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be paid for by assessment as a common expense among all remaining units in the Sub-development.
 - iii. If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner, and to condition the remaining portion of the unit for use as part of the Common Elements, the additional funds required for such purposes shall be raised by assessments against all of the unit owners who will continue as co-owners of condominium units after the condominium regime affected by the taking. In the event that the market price cannot be determined by negotiations, it shall be determined by binding arbitration in accordance with Chapter 679A of the Code of Iowa.
 - iv. If the amount of the award for the taking exceeds the amounts necessary to pay the market value of the condemned unit to the owners as provided in sub-paragraph (i) above and to condition the remaining portion of the unit for use as part of the Common Elements as provided in sub-paragraph (ii) above, the excess funds shall be payable to the owner of the condemned unit.
- c. The Master Association shall thereafter have the right to file among the land records an amendment to this Declaration to incorporate all necessary changes.

**ARTICLE X
DESTRUCTION, CASUALTY AND REPAIRS**

1. In the event less than one-half of the entire project is damaged or destroyed by fire or peril, it shall be deemed that the Master Association shall have immediately voted unanimously to repair, reconstruct or rebuild and the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications using the proceeds of insurance available for that purpose, if any. Provided, however, if 66% or more of the ownership units within 30 days from such damage and destruction notify the Master Board of Directors in writing, requesting a vote of the Master Association members concerning the question of rebuilding, repairing or reconstructing the damage or destruction, the Master Association shall hold such meeting and shall commence such rebuilding, repairs or reconstruction unless unit owners to which at least 66% of the votes in the Master Association are allocated approve in writing the termination of the condominium regime.

2. In the event the proceeds of insurance are not sufficient to repair damage or if destruction is caused by any peril not herein required to be insured against, then the repair or reconstruction of the damaged Common Elements shall be accomplished promptly by the Master Association as its common expense and the repair or reconstruction of any condominium unit shall be accomplished promptly by the Master Association at the expense of the owner of the affected condominium unit. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same shall have all the priorities heretofore provided for in this Restated and Substituted Declaration and by the Bylaws of the Master Association.

3. In the event that one-half (1/2) or more of the entire project is substantially damaged or destroyed by fire or other casualty, it shall be deemed that the Master Association shall have immediately voted unanimously to repair, reconstruct, rebuild and the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications using the proceeds of insurance available for that purpose, unless unit owners to which at least 66% of the votes in the Master Association are allocated approve in writing not to proceed with repair and reconstruction. In that event the project shall be deemed to be owned in common by the owners of all of the units in the same proportions as that previously established for ownership of appurtenant undivided interests in the Common Elements, and the project shall be subject to an action for partition by the owner of any unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Master Association or its members in common, shall be considered as one fund and shall be divided among the owners of all units as herein provided, after first paying out of the share of the owners of any unit, to the extent such share is sufficient for the purpose, all liens upon such unit.

4. In addition to the limitation on termination of the condominium regime set forth above in the event of substantial loss to the units and/or Common Elements of the condominium property, unless the unit owners to which at least 66% of the votes in the Master Association are allocated and have given their prior written approval, the Master Association may not:

- a. Change the prorata interest or obligations of any unit in order to:
 - i. levy assessments or charges;

- ii. allocate distribution of hazard insurance proceeds or condemnation awards;
 - iii. determine the prorata share of ownership of each unit the Common Elements;
or
- b. Partition or subordinate any unit; or
- c. Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission (the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the condominium project not being a transfer within the meaning of this clause); or
- d. Use hazard insurance proceeds for losses to any condominium property (whether units or Common Elements) for other than repair, replacement, or reconstruction of the condominium property.

ARTICLE XI INSURANCE AND FIDELITY BONDS

1. The Master Association and each Sub-Association shall obtain and maintain at all times, to the extent available, at least, the following insurance (hereinafter referred to as "Condominium Property Insurance"):

- a. Insurance on the property owned or maintained by each Association in an amount equal to full replacement value of the condominium property (as determined annually by the Association) and with a replacement cost endorsement which provides for payment of all losses without deduction or allowance for depreciation. "Condominium property" for the purpose of this Article shall include all property, real, personal, or mixed submitted to the regime other than personal property of any owner and includes specifically, without limitation, the general and limited common elements (except land, foundation, excavation, and other items normally excluded from coverage), building service equipment and supplies, and other common personal property belonging to the Association. Such coverage shall afford protection against, at least, the following:
 - i. loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement;
 - ii. such other risks as shall customarily be covered with respect to projects similar in construction, location and use, and as is commonly required by prudent institutional mortgage investors in the area, including, but not limited to, as applicable and available, vandalism, malicious mischief, agreed amount demolition cost, increased cost of construction, boiler and machinery explosion or damage, and any other perils normally covered by the standard "all risk" endorsement when available and such other insurance as the Association may from time to time determine; and

- b. Comprehensive general liability insurance coverage covering all of the Common Elements and public ways of the condominium project. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use. However, such coverage shall be for at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under the policy shall include, without limitation, legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association; and
- c. Workmen's compensation insurance to the extent necessary to comply with any applicable laws; and
- d. Non-conforming structure endorsement to the extent necessary; and
- e. Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered reasonably necessary by the Association.

2. The premiums for the insurance coverage shall be a common expense to be paid by monthly assessments levied by the Master Association and Sub-Association against owners of each of the units. The premiums attributable to coverage on the units and the Common Elements shall be apportioned among the units. Deductibles may not exceed the lower of \$10,000.00 or 1% of the applicable amount of coverage. The Association shall attempt to set aside over time funds (reserves) for such deductible.

3. Each Sub-Association and the Master Association, or its designee, shall have the exclusive authority to adjust losses under its respective insurance policies.

4. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by owners of units.

5. Each unit owner may obtain additional insurance at his own expense on his unit, provided that no owner shall maintain insurance coverage which will tend to decrease the amount which the Association may realize under any insurance policy which it may have in force.

6. All policies shall provide that such policies may not be canceled or substantially modified without at least 10 days prior written notice to any and all insured names, thereon, including the Association insured.

7. The Master Association and each Sub-Association shall timely designate an Insurance Trustee. Each such Association shall be responsible for fees and expenses of the Insurance Trustee which shall constitute a common expense of that Association.

8. Except as hereinafter provided, the Insurance Trustee named in the condominium property endorsement shall receive and hold the amount payable under the condominium project insurance and apply the same to the cost of reconstruction or repair of a damaged or destroyed unit. The work of repairing or reconstruction of the damaged or destroyed unit shall be commenced within 30 days from the date of the damage or destruction. The work shall be accomplished in accordance with the same plans and specifications by which the units were originally constructed, subject, however, to the prior written approval of the Association. The Insurance Trustee shall make available and pay to the owner the amount of insurance proceeds received by the Insurance Trustee for the reconstruction and repair of the unit. The payment of the proceeds of insurance shall be made as the work progresses at such time and upon compliance by the owner with such conditions as the Insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the unit in an workmanlike manner, free and clear of any mechanic's and materialmen's liens and any encumbrances, liens, claims or charges other than a first mortgage lien. If the cost of the reconstruction or repair exceeds the amount paid to the Insurance Trustee, the excess shall be paid by the owner; provided, however, that in the event a decision not to reconstruct is made according to the terms of Article X hereof, Brookview Pointe shall be considered terminated. In the event of such termination, the Board of Directors of the Association shall have the responsibility of closing out the affairs of the condominium project in an orderly manner. All damaged or destroyed units must be repaired or restored unless a determination not to do so is made by the unit owners.

9. Any insurance obtained pursuant to the requirements of this Article, except under subsection (h) below, shall be subject to the following provisions:

- a. All policies shall name as insured the Master Association for the use and benefit of the individual unit owners, and may also be issued in the name of an authorized representative of the Association including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement. Such policies shall be written with a company or companies licensed to do business in the State of Iowa and holding a rating of "A-I" or better by Best's Insurance Reports and a policyholder's rating of "A" or better.
- b. Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association or its authorized representative, including any Insurance Trustee with which the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall herein elsewhere be referred to as the "Insurance Trustee", and all proceeds covering any loss shall be payable to the Insurance Trustee, or to his successor Trustee. All proceeds from an insured loss under such policy shall be held in trust for the use and benefit of the Association and the owners of all units and their respective first mortgagees as their respective interests may appear. Each unit owner shall be beneficiaries of such policies according to the respective unit's undivided ownership interest in the Common Elements. Such insurance proceeds shall be applied and distributed in accordance with the articles relating to insurance in the Declaration and Bylaws.

- c. In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance issued in the name of any individual unit owner purchased as herein permitted by such owner of a unit or their mortgagee. Any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.
- d. All policies shall provide that such policies may not be canceled or substantially modified without at least 10 days prior written notice to any and all insureds named thereon, including the Association and all mortgagees of the units.
- e. All fire and other hazard insurance policies shall provide that, notwithstanding any provisions thereof which give the carrier the right to erect or restore damage in lieu of making a cash settlement, such option shall not be exercisable when in conflict with the provisions of the Declaration and Bylaws.
- f. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, its Board of Directors, their agents and employees, the respective unit owners, their respective employees and agents. Independent contractors shall not be considered agents, employees or servants of the Association or of the respective unit owners within the meaning of said waiver.
- g. The insurance policy shall contain a provision that the insurance shall not be prejudiced:
 - i. By any act or neglect of any occupants or owners of the building when such act or neglect is not within the control of the unit owners collective; or
 - ii. By failure of the unit owners collectively, to comply with any warranty or condition with regard to any portion of the premises over which the unit owners collectively have no control.
- h. The owner of any unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "condominium unit-owner's endorsement" for improvements and betterments to the unit made or acquired at the expense of the owner) at his expenses. Such insurance shall be written either by the same carrier as that purchased by the Association pursuant to this Article, or if written by another carrier, shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provisions as set forth in Section 9(f) of this Article. The Developer recommends that each owner of a unit obtain, in addition to the insurance hereinabove required to be obtained by the Association, a "Tenant's Policy", or equivalent, to insurance against loss or damage to personal property, including but not limited to decorated surfaces of walls, floor coverings, plumbing and electrical fixtures, non-load bearing walls and appliances used or incidental to the occupancy of the unit, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit

owner's endorsement" covering losses to improvements and betterments to the unit made or acquired at the expense of the owner.

- i. Certificate of insurance shall be issued to each unit owner upon request. Specimen policies shall be provided upon request.
- j. Casualty policies shall contain the standard mortgagee clause (without contribution) as is commonly accepted by private institutional mortgage lenders in the area.
- k. Casualty policies shall also include an "Agreed Amount Endorsement," and if available, an "Inflation Guard Endorsement."

ARTICLE XII FIRST LIEN HOLDER'S RIGHTS

1. Notices of Action. A holder, insurer, or guarantor of a first mortgage, upon written request to the Master Association, (such request to state the name and address of such holder, insurer, or guarantor and the unit number), will be entitled to timely written notice of:

- a. Any proposed amendment of any document effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interest in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any unit or (iv) the purposes to which any unit or the Common Elements are restricted;
- b. Any proposed termination of the Regime;
- c. Any condemnation loss or any casualty loss which affects a material portion of the condominium regime or which affects any unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- d. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of 60 days; and
- e. Any lapse, cancellation, or material modification of any insurance policy maintained by the Master Association or respective Sub-Association.

2. Other Provisions for First Lien Holders. To the extent possible under applicable law, the following protections for the benefit of first mortgage holders shall exist:

- a. Any restoration or repair of any property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the

eligible holders of first mortgages on units to which at least 67% of the votes of units subject to mortgages held by such eligible holders are allocated is obtained.

- b. Any election to terminate the regime after substantial destruction or a substantial taking in condemnation of the property must require the approval of the eligible holders of first mortgages on units to which at least 67% of the votes of units subject to mortgages held by such eligible holders are allocated.
- c. Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the condominium project is fixed in advance by this Declaration or by applicable law, no reallocation of interest in the Common Elements resulting from a partial condemnation or partial destruction on the project may be effected without with approval of the eligible holders first mortgages on units to which at least 67% of the votes of units subject to mortgages held by such eligible holders are allocated.

3. NOTE: As used in this section, the term "eligible holder, insurer, or guarantor" shall mean a holder, insurer, or guarantor of a first mortgage on a unit which has in writing requested notice in accordance with the provisions of Section (1) above. In the event an eligible holder, insurer, or guarantor fails to submit a written request to the Master Association as provided above, then such holder, insurer, or guarantor of a First Mortgage shall not be entitled to written notice of the matters set forth in Paragraph 1(a) through 1(e) above. The rights set forth in this Article are in addition to and not in limitation of the other rights granted elsewhere in this Restated and Substituted Declaration to any eligible holder, insurer, or guarantor.

ARTICLE XIII REAL ESTATE TAXES

Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed and levied against each unit owner for his unit and his corresponding fractional ownership interest in the Common Elements, as provided in the Horizontal Property Act. In the event that any such taxes or assessments for any year are not separately assessed and levied against each unit owner, but rather are assessed or levied against the Property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective fractional ownership interest in the Common Elements, and, in such event, such taxes or assessments shall be a common expense. Without limiting the authority of the Developer provided for elsewhere herein, the Developer shall have the authority to collect from the unit owners their proportionate share of such taxes or assessments for any year in which taxes are assessed or levied against the Property as a whole, in the same manner as collection for assessments for common expenses.

ARTICLE XIV AMENDMENTS

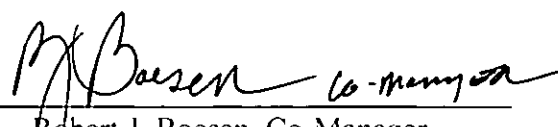
1. Procedure. Except as otherwise provided herein, this Restated and Substituted Declaration may be amended as follows:

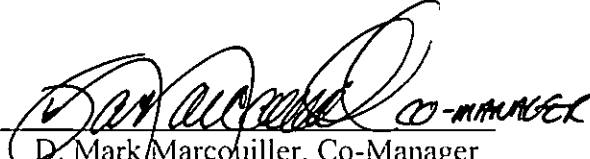
- a. The consent in writing of owners of residential units to which one hundred percent (100%) of the votes in the Master Association are allocated shall be required to terminate the condominium regime.
- b. No amendment to this Declaration shall be effective unless and until approved by the Master Association, and no Sub-Association has the authority to file an amendment hereto under any circumstance.
- c. In the case of an amendment to this Restated and Substituted Declaration by reason of an amendment to the Bylaws of the Master Association in the manner specified in such Bylaws, such amendment shall be effective upon its execution and recordation by the President of the Master Association in the Office of the Recorder of Dallas County, Iowa.
- d. In the case of all other amendments, this Restated and Substituted Declaration may be amended by the affirmative vote of at least 51 percent of all of the votes in the Master Association. Said Amendment shall be executed by the President of the Master Association and will be effective upon the recording of the Amendment in the Office of the Dallas County Recorder.
- e. Notwithstanding the foregoing, until all construction of the residential units and garage units contemplated herein have been completed, or until the Developer no longer owns any residential units, whichever event occurs last, the Developer may make amendments to this Restated and Substituted Declaration without the approval of the residential unit owners, provided such amendments are for purpose of clarification or correction of errors in this Declaration, or such amendments do not affect the substantive rights of the unit owners. Additionally, such amendments by Developer may be made for the purpose of adding additional provisions to this Declaration as may be required to qualify this condominium regime for FHA, VA, HUD, or other government-backed or government-insured mortgage loans. As previously stated in Article XIII of the original Declaration, no amendment shall change the undivided ownership interest in all Common Elements appurtenant to each Residential Unit, nor increase an owner's share of common expenses, unless the owner of the Unit and all record owners of Mortgages thereon affirmatively join in the adoption of said amendment.

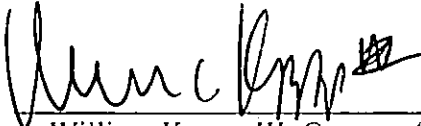
2. Effectiveness. Upon recordation of the Office of the Dallas County Recorder by the President or other officer appointed for that purpose, an amendment adopted in the manner specified in Paragraph 1 of this Article, or as otherwise provided in other Articles herein, shall be effective against any persons having an interest in a unit or the regime regardless of whether said person had such interest at the time said amendment was adopted in accordance with Paragraph 1 of this Article.

IN WITNESS WHEREOF, the undersigned has caused this Restated and Substituted Declaration to be executed on this 26th day of JULY, 2012.

PBM DEVELOPMENT CO., L.L.C.
An Iowa Limited Liability Company

By: 
Robert J. Boesen, Co-Manager

By: 
D. Mark Marcouiller, Co-Manager

By: 
William Knapp III, Owner of Unit 4102

STATE OF IOWA, COUNTY OF Polk }ss:

On this 26th day of July, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert J. Boesen, to me personally known, who, being by me duly sworn, did say that he is the Co-Manager of PBM Development Co., L.L.C. and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Robert J. Boesen acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.




Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Polk }ss:

On this 26th day of July, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared D. Mark Marcouiller, to me personally known, who, being by me duly sworn, did say that he is the Co-Manager of PBM Development Co., L.L.C. and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said D. Mark Marcouiller acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Michele A Darrah
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Polk }ss:

On this 26th day of July, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William Knapp III, to me personally known, who, being by me duly sworn, did say that he is the unit owner of Unit 4102, and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said William Knapp III acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Michele A Darrah
Notary Public in and for the State of Iowa

E.P. TRUE PARKWAY

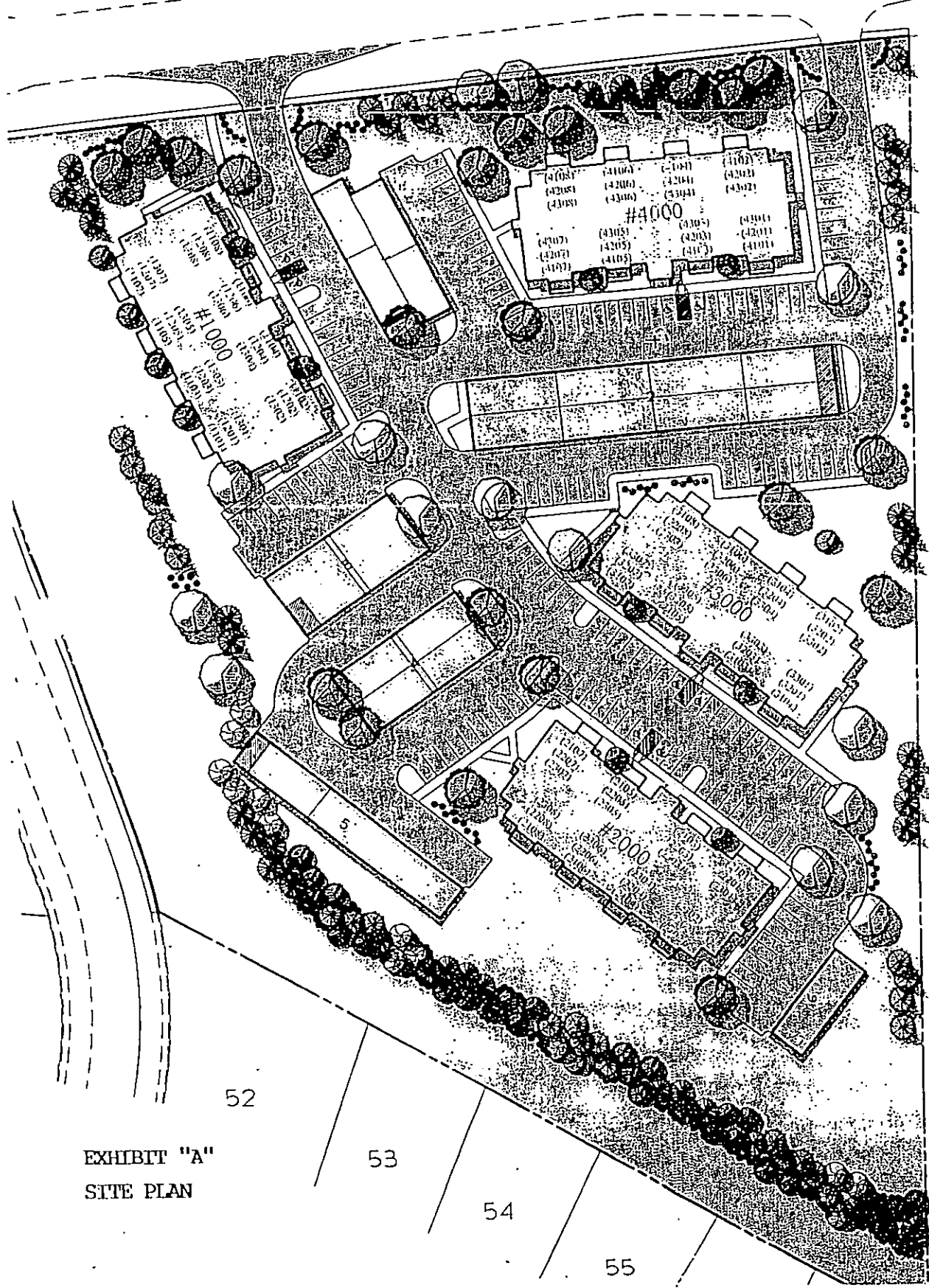


EXHIBIT "A"
SITE PLAN

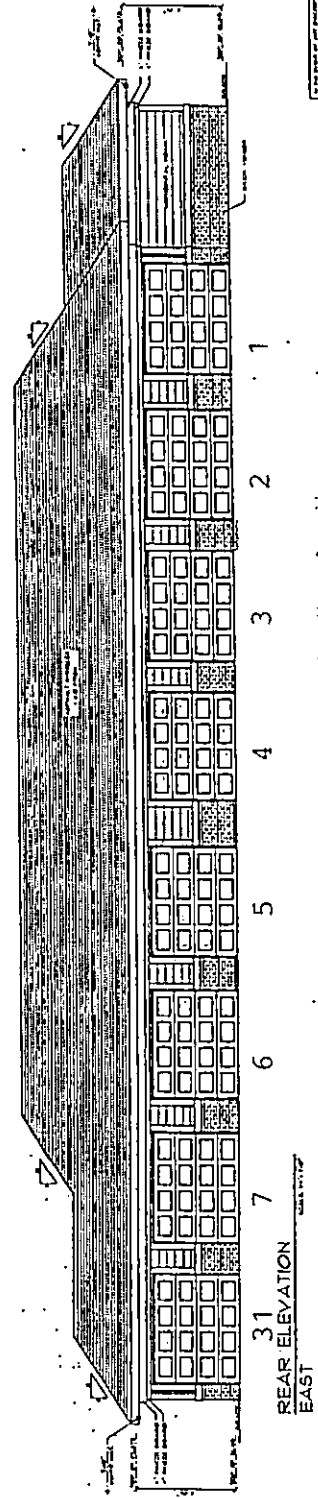
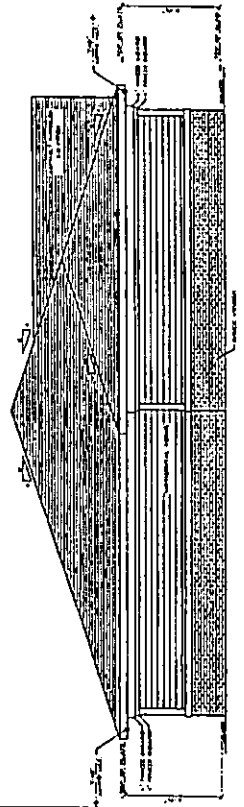
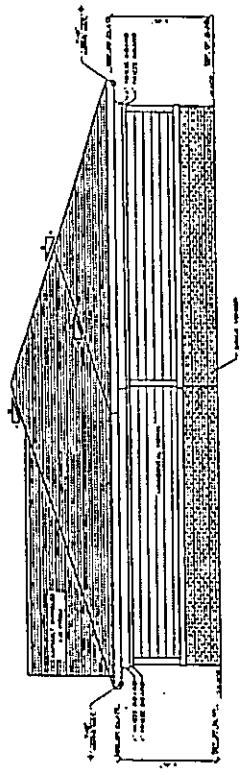
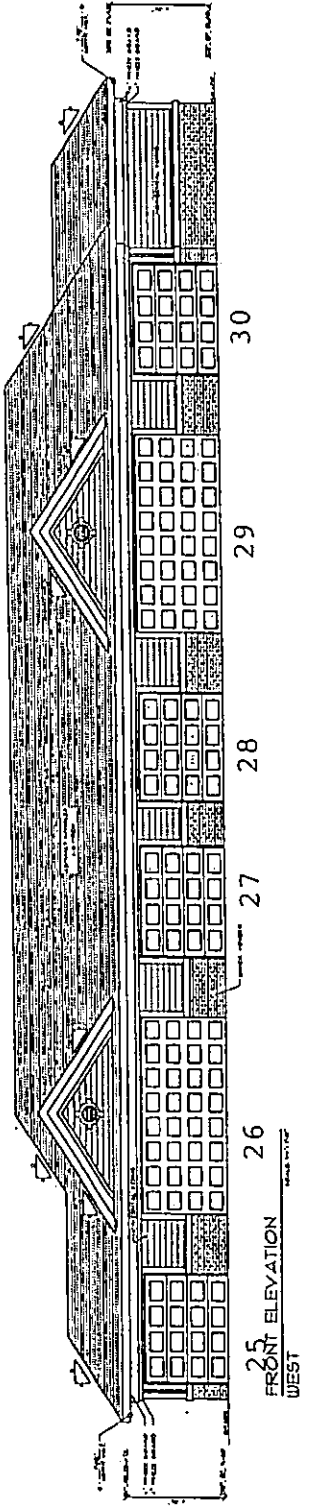
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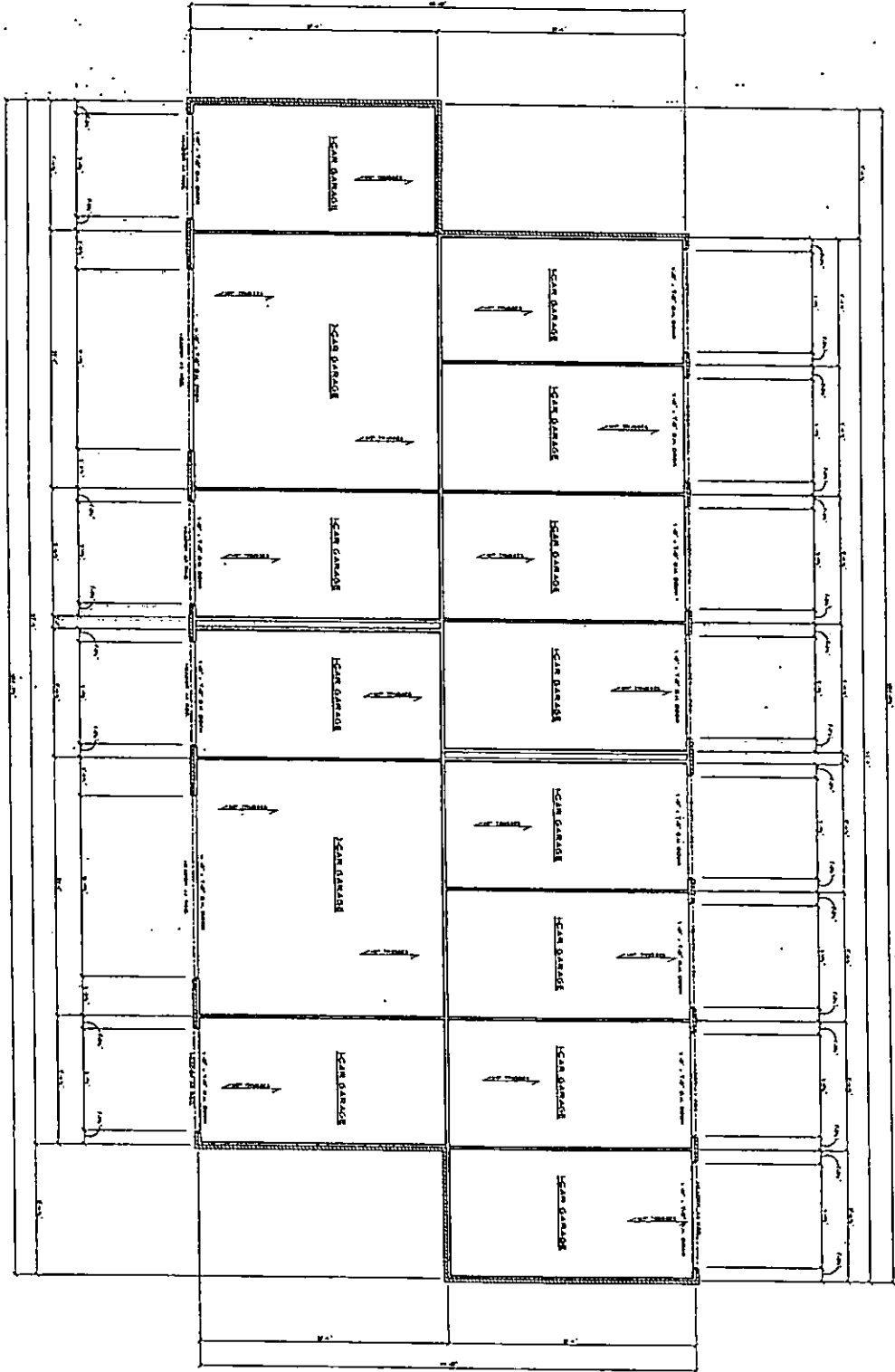
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MAIN FLOOR PLAN
GARAGE - 16 UNIT



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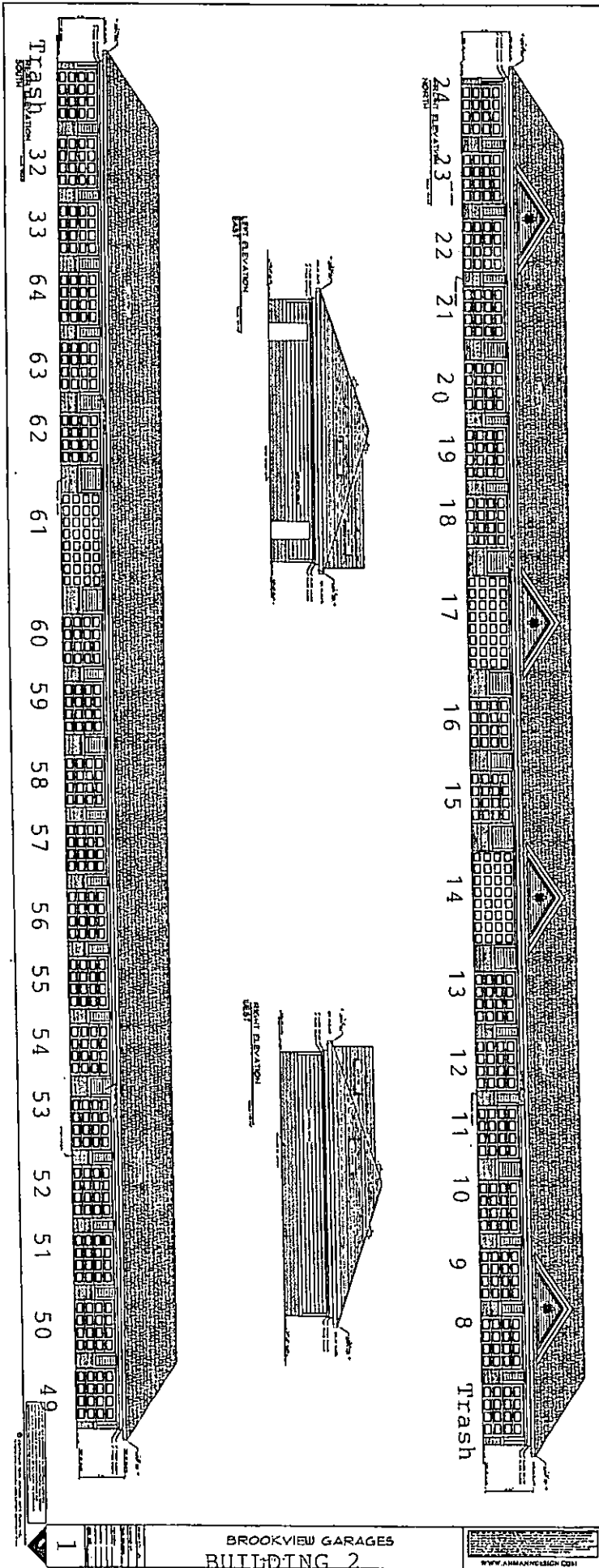
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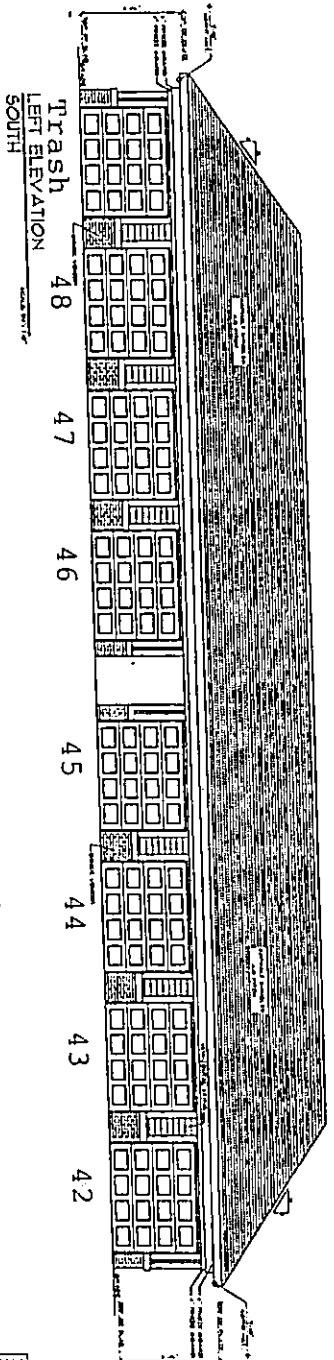
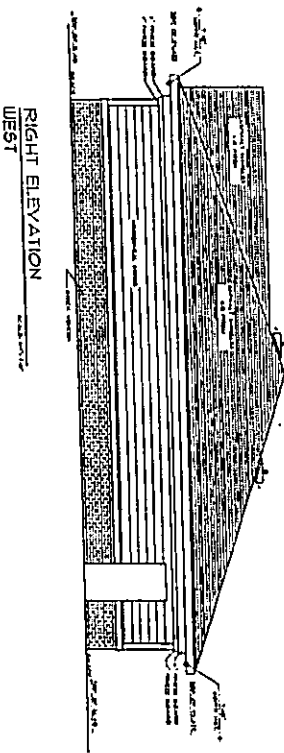
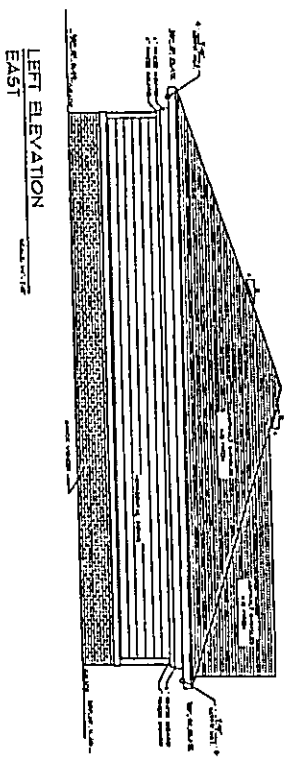
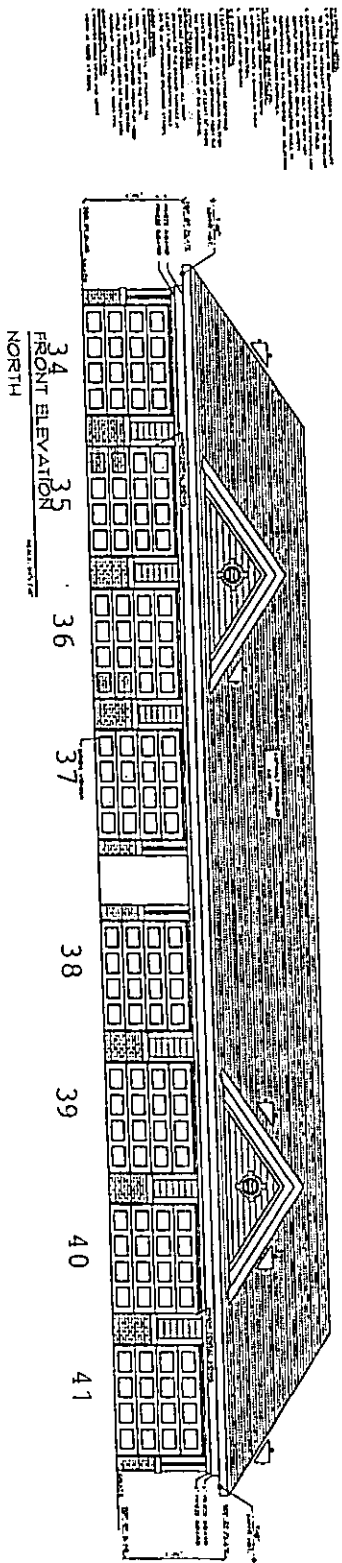
BROOKVIEW GARAGES
BUILDING 1, FLOOR PLAN

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NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. FINISHES ARE AS SHOWN ON THE FINISH SCHEDULE.
 3. THE ROOF IS TO BE AS SHOWN ON THE ROOF PLAN.
 4. THE BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2006 INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.
 5. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR OTHER SOURCES.
 6. THE ARCHITECT'S SERVICES ARE LIMITED TO THE DESIGN AND DOCUMENTATION OF THE BUILDING AS SHOWN ON THESE DRAWINGS.
 7. THE ARCHITECT DOES NOT WARRANT THE FITNESS OF THE DESIGN FOR ANY PARTICULAR USE OR THE ADEQUACY OF THE DESIGN FOR ANY UNUSUAL OR UNCOMMON CIRCUMSTANCES.
 8. THE ARCHITECT SHALL BE CONSULTED FOR ANY CHANGES TO THE DESIGN OR FOR ANY UNUSUAL OR UNCOMMON CIRCUMSTANCES.
 9. THE ARCHITECT SHALL BE KEPT ADVISED OF ANY CHANGES TO THE DESIGN OR FOR ANY UNUSUAL OR UNCOMMON CIRCUMSTANCES.
 10. THE ARCHITECT SHALL BE KEPT ADVISED OF ANY CHANGES TO THE DESIGN OR FOR ANY UNUSUAL OR UNCOMMON CIRCUMSTANCES.

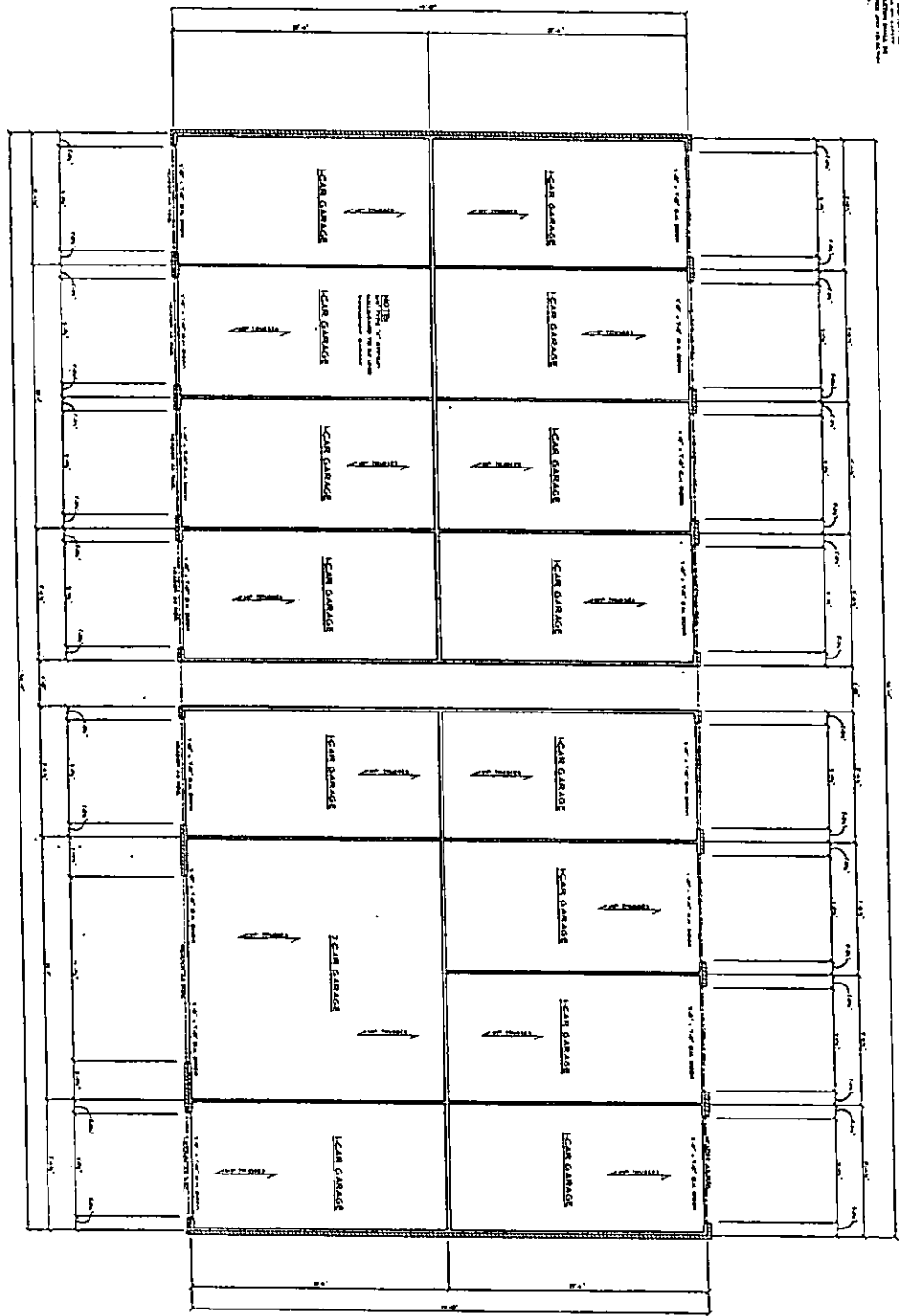
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BROOKVIEW GARAGES
 BUILDING 3

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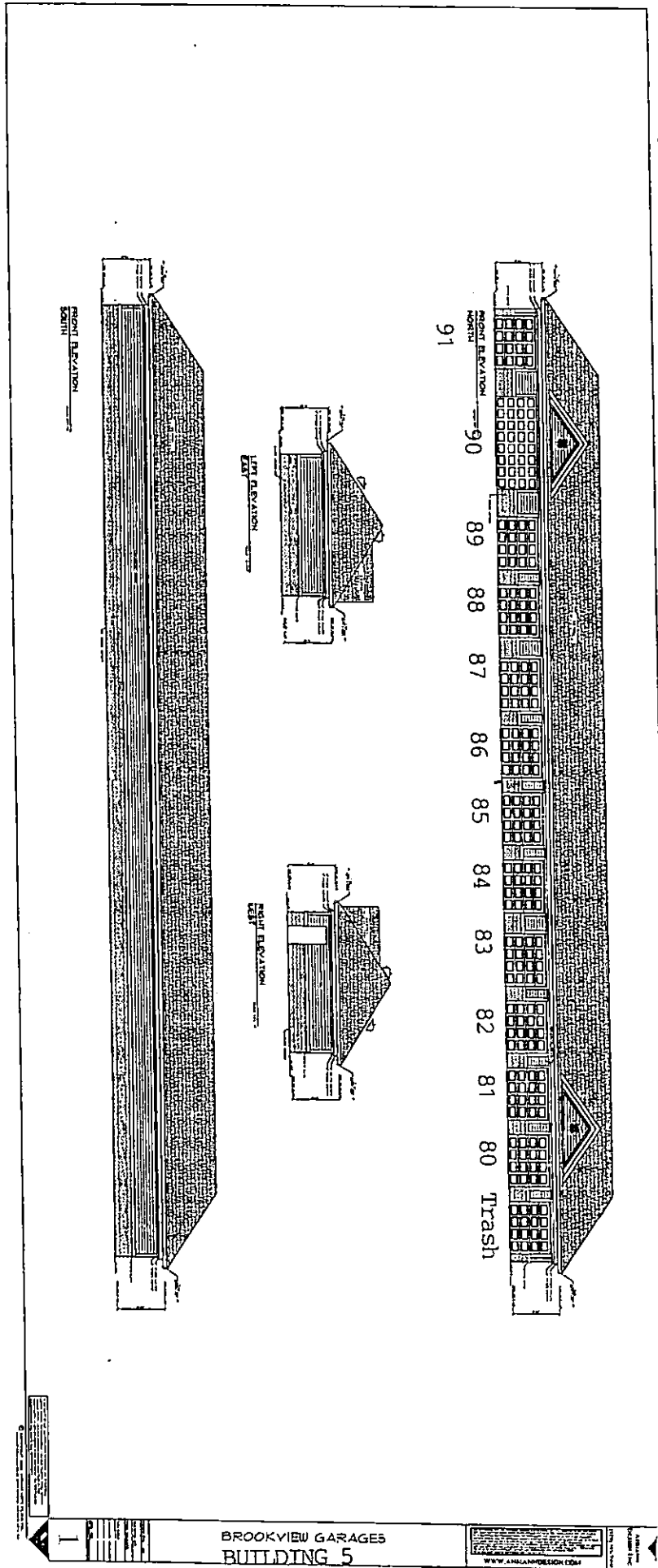
GENERAL NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL WALLS ARE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.
 3. ALL FLOORS ARE 4" THICK CONCRETE ON 12" THICK REINFORCED CONCRETE SLABS UNLESS NOTED OTHERWISE.
 4. ALL CEILING ARE 8" THICK CONCRETE UNLESS NOTED OTHERWISE.
 5. ALL ROOF ARE 6" THICK CONCRETE ON 12" THICK REINFORCED CONCRETE SLABS UNLESS NOTED OTHERWISE.
 6. ALL EXTERIOR WALLS ARE 12" THICK CONCRETE ON 12" THICK REINFORCED CONCRETE FOUNDATION UNLESS NOTED OTHERWISE.
 7. ALL INTERIOR WALLS ARE 12" THICK CONCRETE ON 12" THICK REINFORCED CONCRETE FOUNDATION UNLESS NOTED OTHERWISE.
 8. ALL DOORS ARE 36" WIDE BY 80" HIGH UNLESS NOTED OTHERWISE.
 9. ALL WINDOWS ARE 36" WIDE BY 72" HIGH UNLESS NOTED OTHERWISE.
 10. ALL STAIRS ARE 36" WIDE BY 80" HIGH UNLESS NOTED OTHERWISE.
 11. ALL ELEVATIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 12. ALL FINISHES ARE TO FACE UNLESS NOTED OTHERWISE.
 13. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SHOWN ON THE DRAWINGS UNLESS NOTED OTHERWISE.
 14. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
 15. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
 16. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL FIRE DEPARTMENT.
 17. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HEALTH DEPARTMENT.
 18. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL ENVIRONMENTAL AGENCY.
 19. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL POLICE DEPARTMENT.
 20. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL COURT OF RECORD.

MAIN FLOOR PLAN
 UNIT 2



GENERAL NOTES:
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 19. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL POLICE DEPARTMENT.
 20. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL COURT OF RECORD.

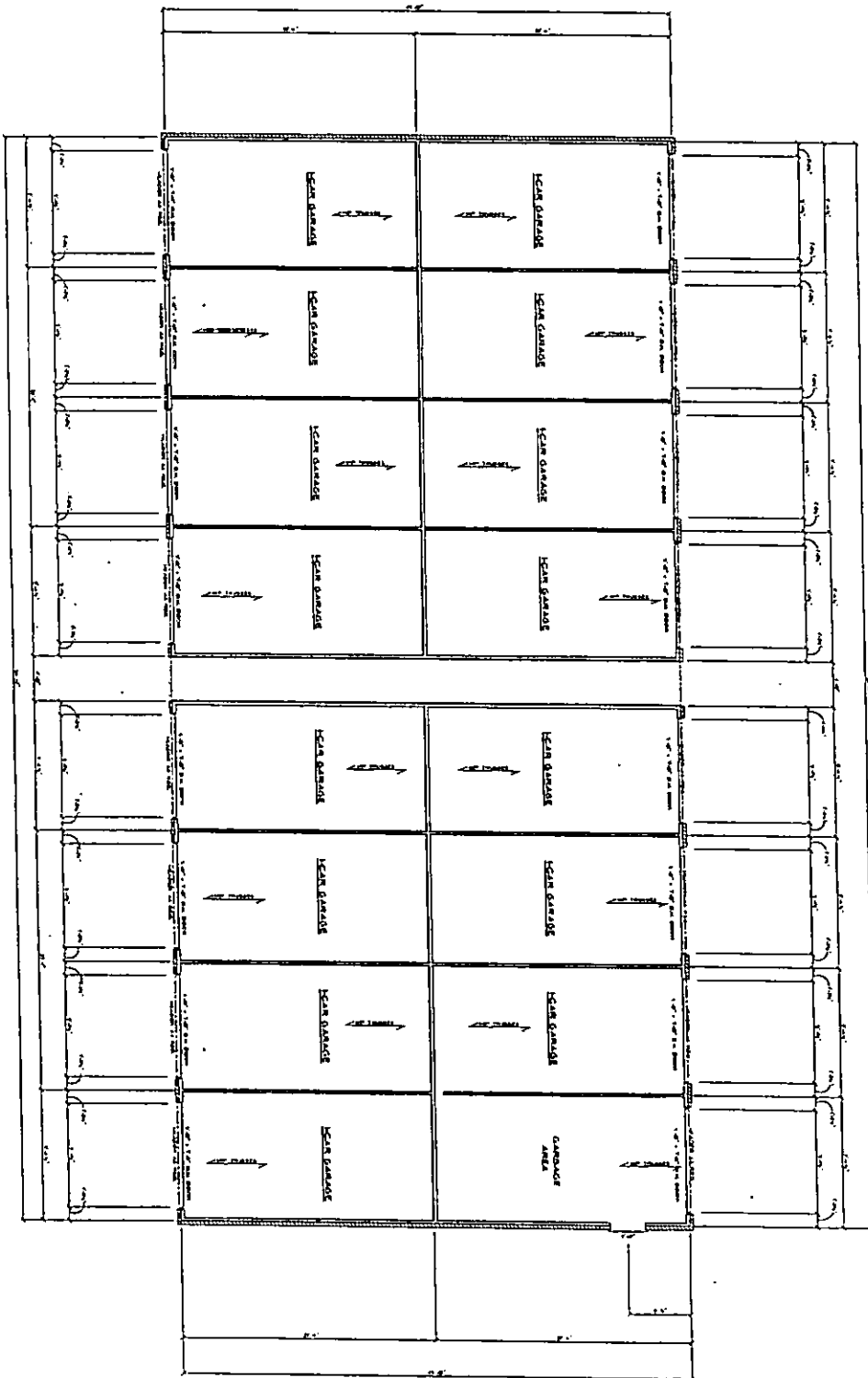
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BROOKVIEW GARAGES
BUILDING 5

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MAIN FLOOR PLAN
UNIT 2

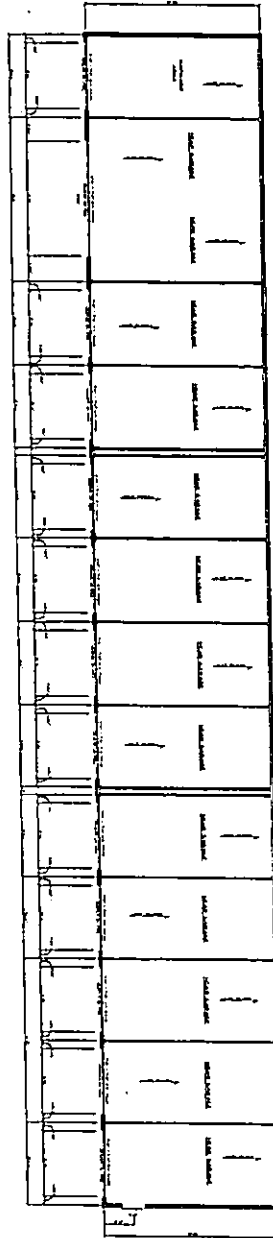
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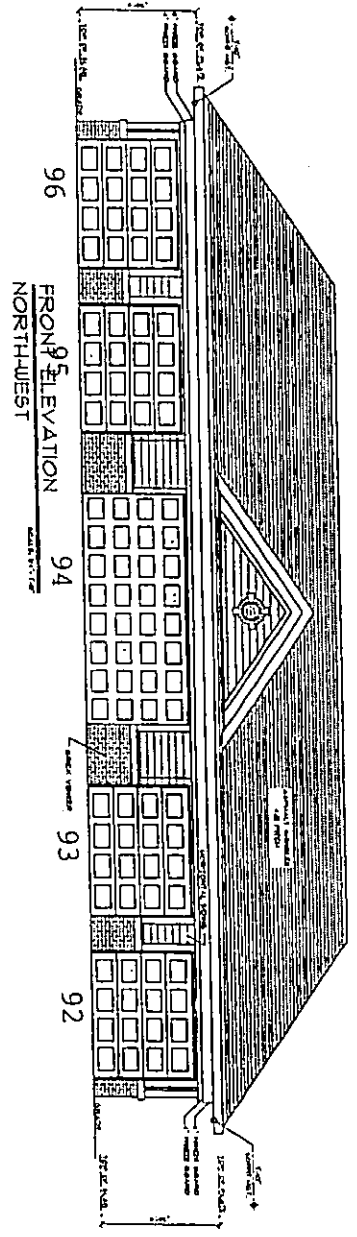
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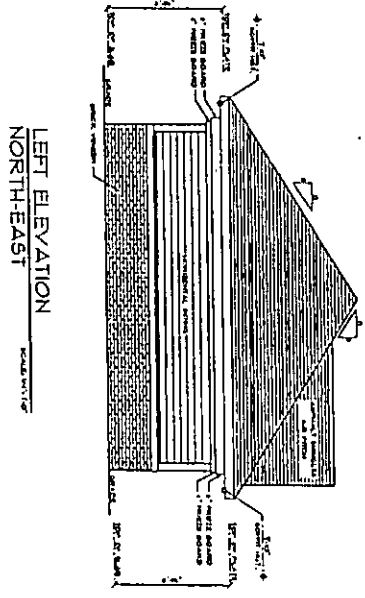
FLOOR FLOOR PLAN



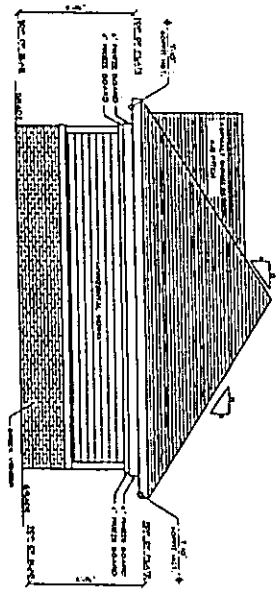
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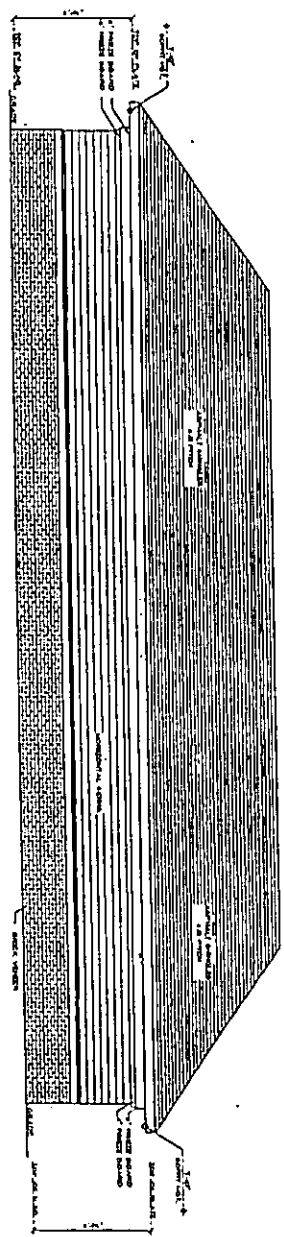
96 FRONT ELEVATION NORTHWEST 94 93 92



LEFT ELEVATION NORTHEAST



RIGHT ELEVATION SOUTHWEST

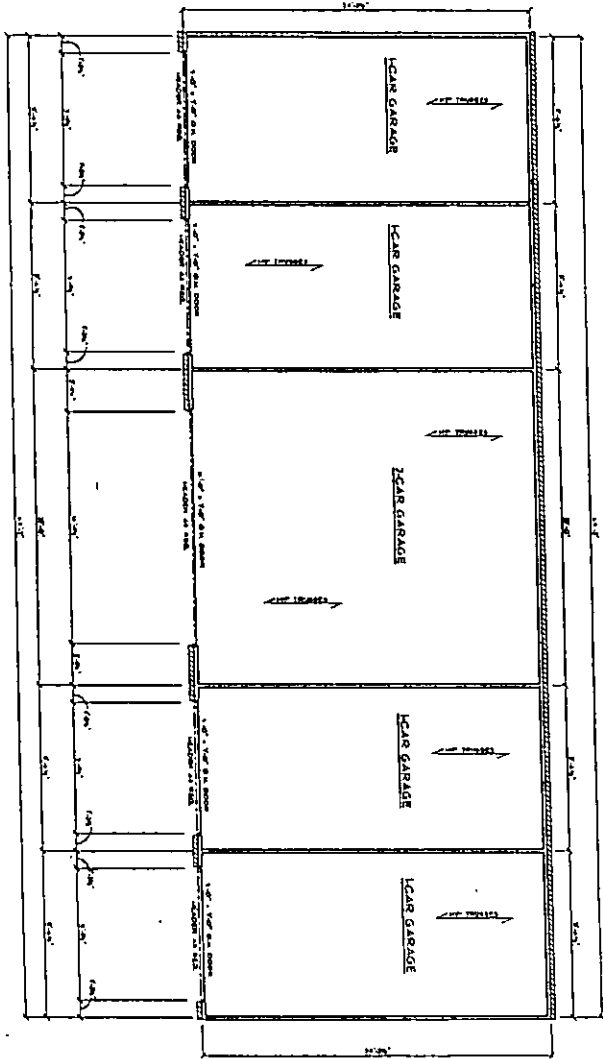


FRONT ELEVATION SOUTHEAST

2

BROOKVIEW GARAGES BUILDING 6


 ALDMANN DESIGN INC.
 (319) 393-2900
 www.ahmanndesign.com



MAIN FLOOR PLAN

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DATE:	2/10/03
PROJECT:	BROOKVIEW GARAGES
CLIENT:	...
SCALE:	...
BY:	...
CHECKED BY:	...
DATE:	...
APP. NO. 5100-110	

BROOKVIEW GARAGES
BUILDING 6, FLOOR PLANS

WWW.AHMANNDESIGN.COM

AHMANN
DESIGN INC.
(319) 395-7900



EXHIBIT "B"
DESCRIPTION OF MATERIALS

- 1) Fireplace
 - A) 36" Rear/top direct vent fireplace in family room w/ gas logs
 - B) Ceramic tile, brick or marble hearth to be included in ceramic allowance
 - C) Manufacturer's glass doors on fireplace

- 2) Exterior Walls
 - A) 2 x 6 Framing with ½" insulated R-Board sheathing w/OSB in corners
 - B) 8" Textured Cement Board
 - C) 9' Walls

- 3) Floor Framing
 - A) Engineered Floor Trusses

- 4) Sub Flooring
 - A) ¾" Tongue and Groove OSB

- 5) Partition Framing
 - A) Wood studs 16" on center
 - B) 9' Walls

- 6) Ceiling Framing
 - A) 3/8 Textured overlay – soffit
 - B) Fascia textured prime trim 2' O.C.
 - C) Engineered Trusses

- 7) Roofing
 - A) Heavy weight asphalt

- 8) Gutters and Downspouts
 - A) 4" Seamless
 - B) Splash blocks where necessary

9) Drywall

- A) Fire code on connecting walls
- B) ½" on all walls and ceilings
- C) 5/8" drywall on connecting walls
- D) Smooth texture on walls
- E) Sprayed executive texture on ceilings

10) Interior Doors and Trim

- A) 2-panel Masonite doors
- B) Painted 12" built-in shelves in closets with double poles
- C) Painted baseboard and casing

11) Entrance Doors

- A) Firerated 6-panel
- B) Sliding Patio Door w/ Sliding Screen

12) Windows

- A) Single Hung Windows w/ screens and inner grills

13) Cabinets

- A) Maple (Flat Recessed Panel)

14) Hardware

- A) All hardware for cabinets and vanities to be included in cabinet allowance
- B) Dead bolt on front door
- C) Interior locks Schalage Plymouth Series or equal

15) Heating and Air Conditioning

- A) 92% efficient gas furnace
- B) 13 Seer air conditioner
- C) Thermostat and controls

16) Insulation

- A) Ceiling 12" blown fiberglass
- B) Sidewalls 4" fiberglass bath insulation
- C) Caulk all cracks in top plates and cracks on outside walls
- D) Install 4-mil Visqueen vapor barrier on outside walls

17) Walks and Driveway

- A) 4" thick #3500 concrete mix with sand base for driveway
- B) Service walks 4' wide, 4' wide city walks

18) Plumbing

- A) Outside
 - 40' sewer and water in same trench
 - 40' storm to stub
- B) Inside
 - 1 - 40 gallon natural gas water heater
- C) Kitchen
 - 1 – Double Stainless Steel undermount kitchen sink w/ brushed nickel faucet
 - 1 – Insinkerator Badger V Disposal
 - 1 – Ice Maker Box
- D) Laundry Room
 - 1 – Waterlite Laundry Box
- E) Hall Bath
 - 1 – Mansfield white stool with seat cover
 - 2 – Mansfield 19" round china lavs with Delta 540NN trim
- F) Master Bath
 - 1 – Mansfield white stool with seat cover
 - 2 – Mansfield 19" round china lavs w/ Delta 540NN trim
 - 1 – Lasco 36" x 48" shower with Delta 1324 trim

19) Floor Coverings

- A) Carpet Flooring in Living Room, Bedrooms and Halls
- B) Ceramic or Wood Flooring in Kitchen and Bathrooms

20) Electrical Wiring – 2 Bedroom Units

- A) 100 amp Multi Metered Service / 24 circuit subpanel single phase
- B) Air Conditioner Wiring 2/3 ton 240 volt
- C) 3 Bath exhaust fans (RDH rated per City WDM, supplied by WEI, vent by others)
- D) 2 Conduit Opening
- E) Dryer Outlet 240 volt
- F) Dishwasher – disposal wiring 120 volt
- G) Fire Caulking / stopping per City of WDM
- H) 10 GFCI opening
- I) Gas Furnace Wiring
- J) Gas Water Heater Power Vent Outlet
- K) Microwave outlet 120 volt and microwave installation
- L) Refrigerator Outlet 120 volt
- M) Range Outlet 240 volt
- N) Permit – WDM
- O) 2 AFCI breakers 120 volt 15 amp
- P) 60 Romex Openings
- Q) 3 Smoke Detectors w/ battery back-up
- R) 3 Telephone Jacks CAT 3 4 pair (home runs, patch panel, jacks, terminations)
- S) 3 TV Jacks RG6 (home runs, patch panel, jacks)
- T) Washer Outlet 120 volt

Electrical Wiring – 3 Bedroom Units

- A) 100 amp Multi Metered Service / 24 circuit subpanel single phase
- B) Air Conditioner Wiring 2/3 ton 240 volt
- C) 3 Bath exhaust fans (DH rated per City WDM, supplied by WEI, vent by others)
- D) 1 Conduit Opening
- E) Dryer Outlet 240 volt
- F) Dishwasher – disposal wiring 120 volt
- G) Fire Caulking / stopping per City of WDM
- H) 10 GFCI opening
- I) Gas Furnace Wiring
- J) Gas Water Heater Power Vent Outlet
- K) Microwave outlet 120 volt and microwave installation
- L) Refrigerator Outlet 120 volt
- M) Range Outlet 240 volt
- N) Permit – WDM
- O) 2 AFCI breakers 120 volt 15 amp
- P) 70 Romex Openings
- Q) 4 Smoke Detectors w/ battery back-up
- R) 4 Telephone Jacks CAT 3 4 pair (home runs, patch panel, jacks, terminations)
- S) 4 TV Jacks RG6 (home runs, patch panel, jacks)
- T) Washer Outlet 120 volt

21) Lighting Fixtures Per Plan

22) Appliances

- A) Black or White Frigidaire Kitchen Appliances
- B) White Washer and Dryer

23) Mirrors, Towel Bars, Tissue Holders, Shower Doors

24) Countertops

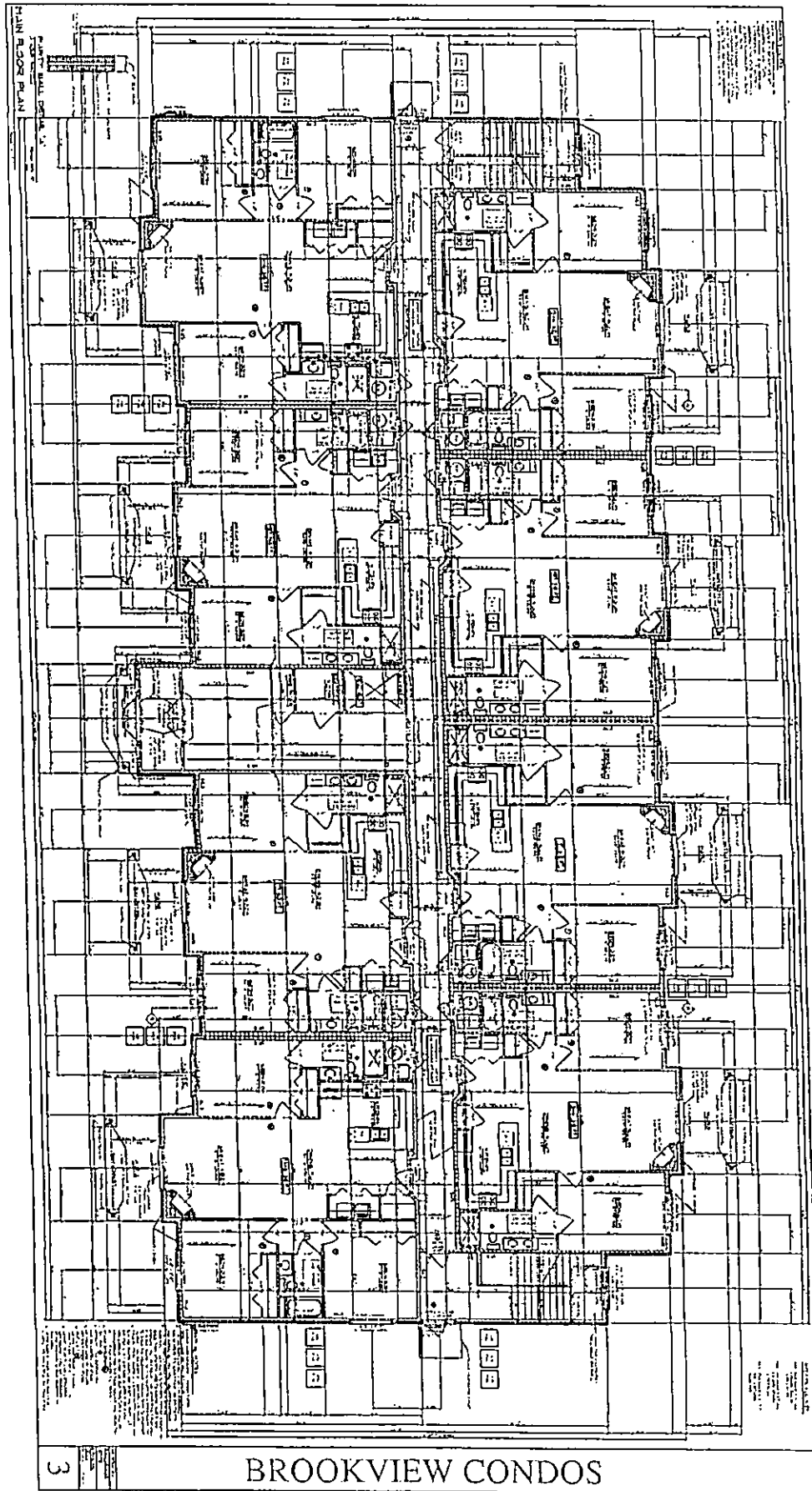
- A) Granite countertops in Kitchen and Baths

25) Painting

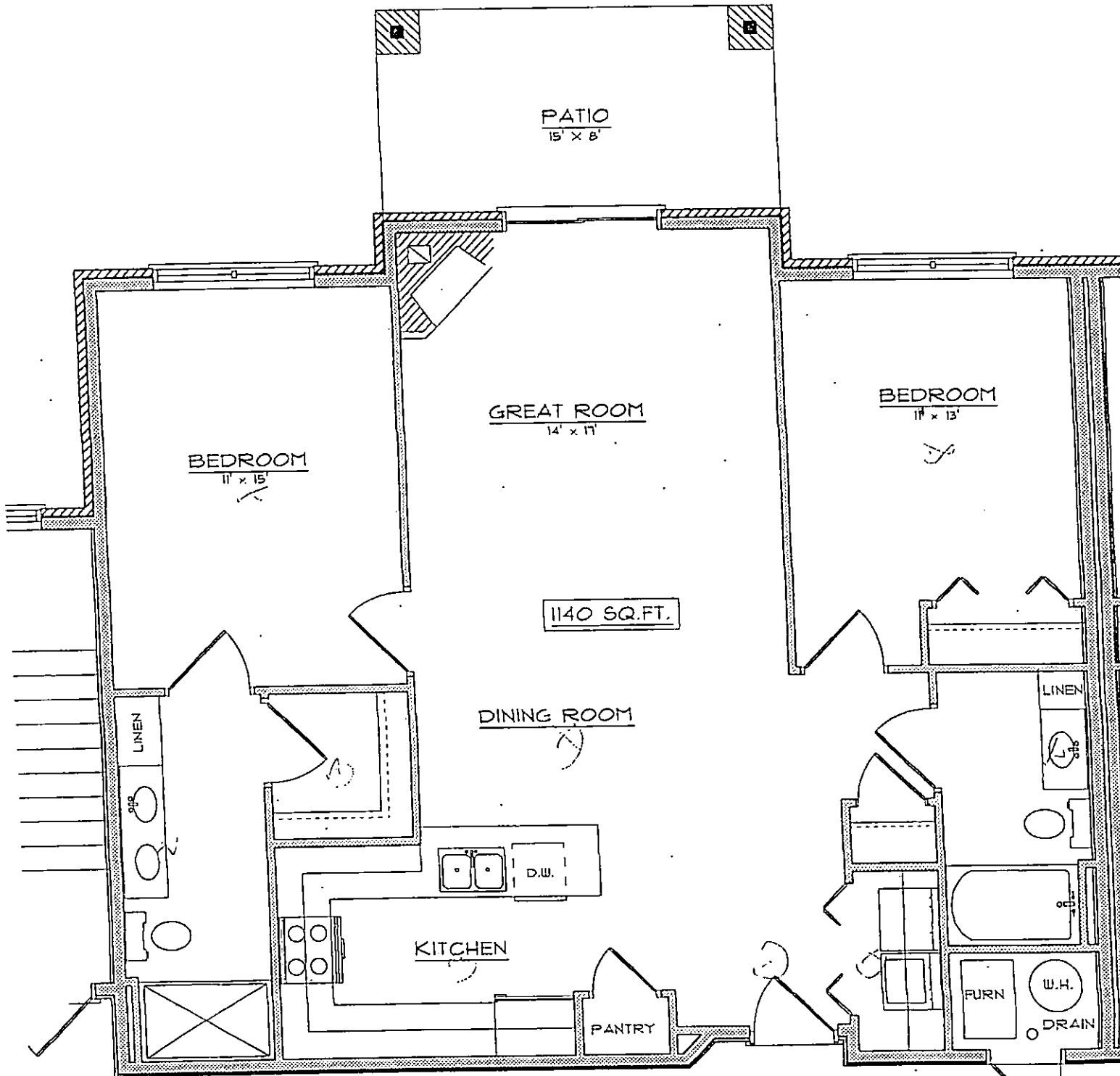
- A) All interior walls and ceilings to be primed and finish coat all in one color

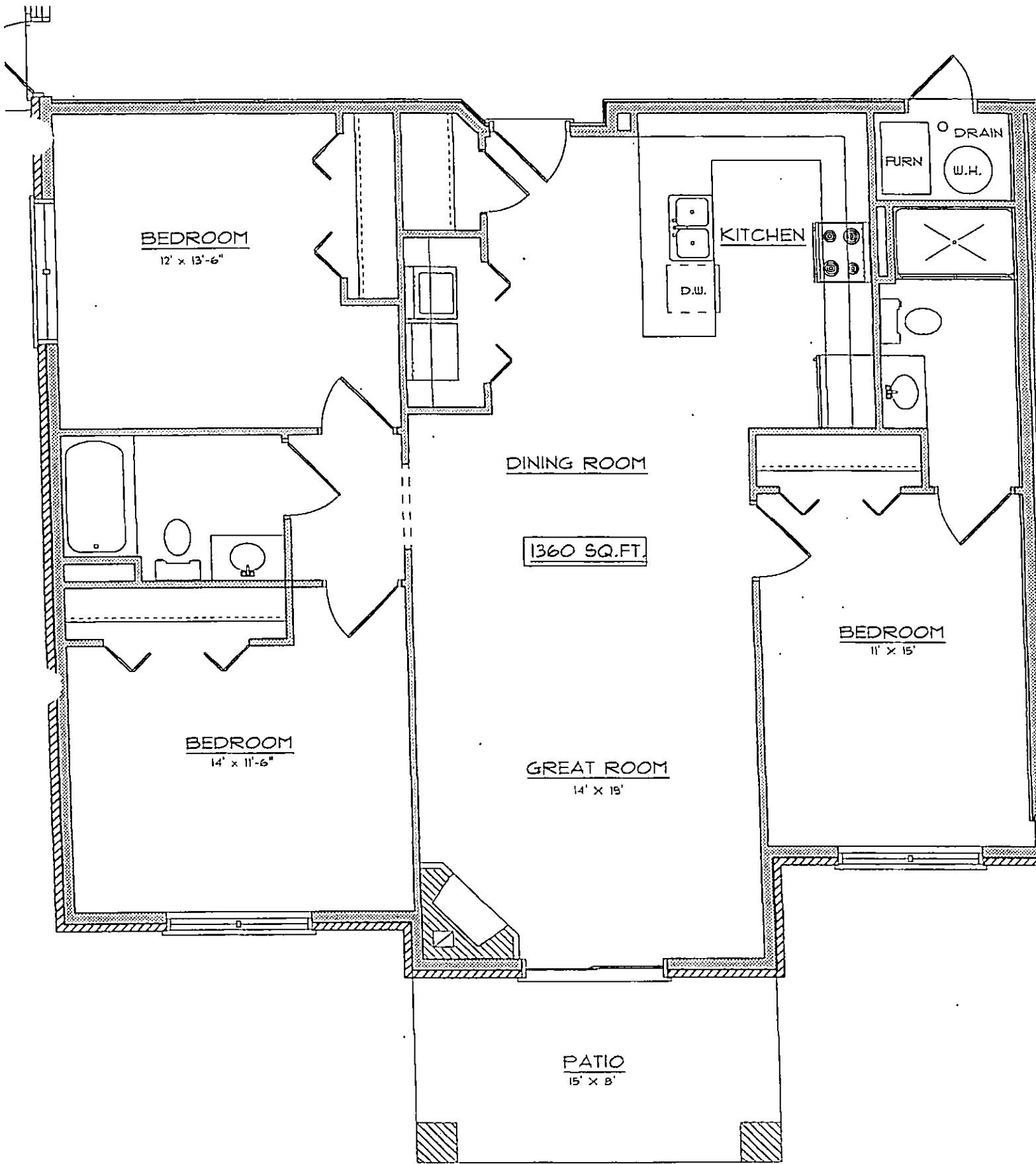
26) Patio / Deck – Cedar
A) 8 \ 15

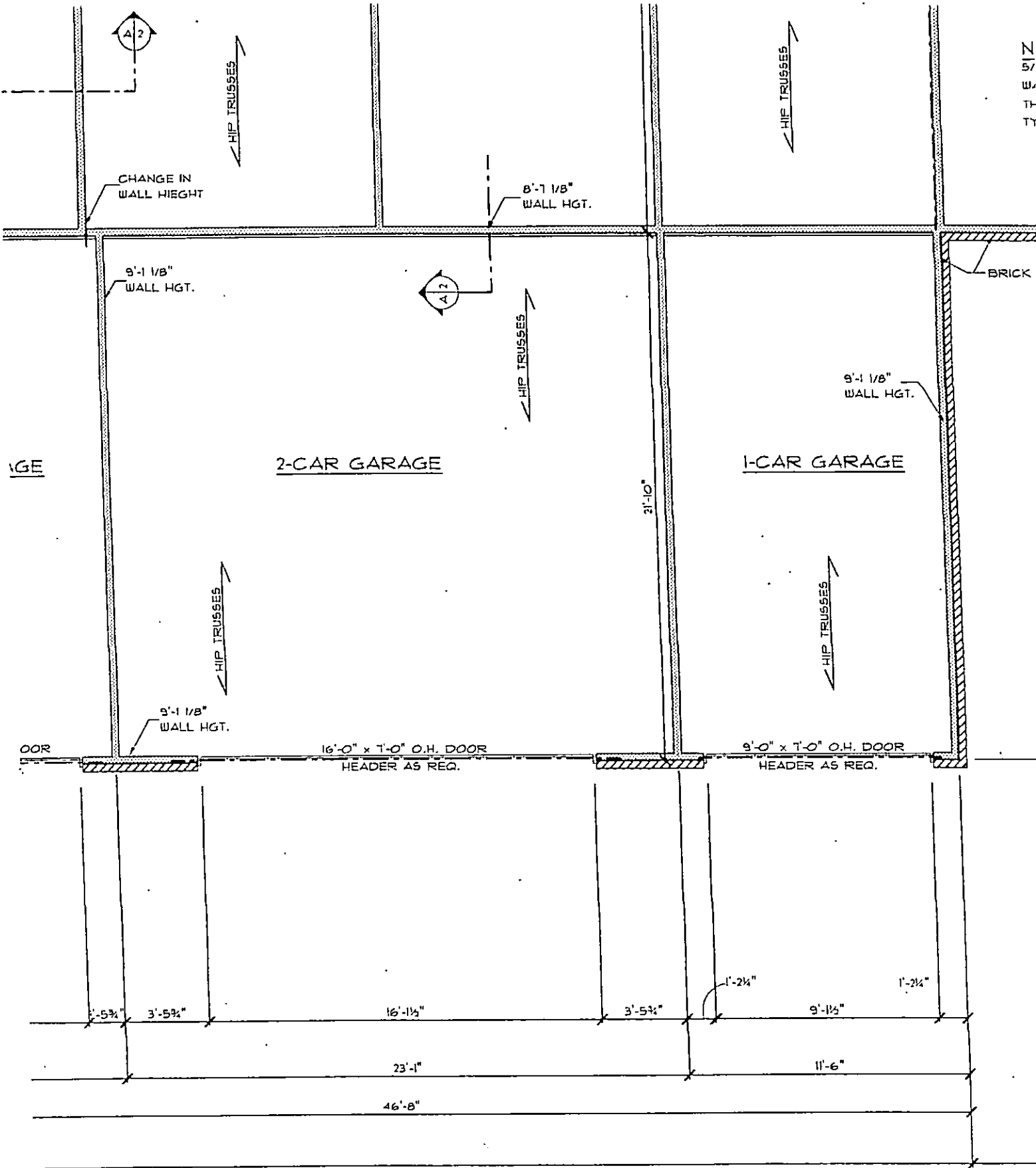
EXHIBIT "C"
FLOOR PLANS



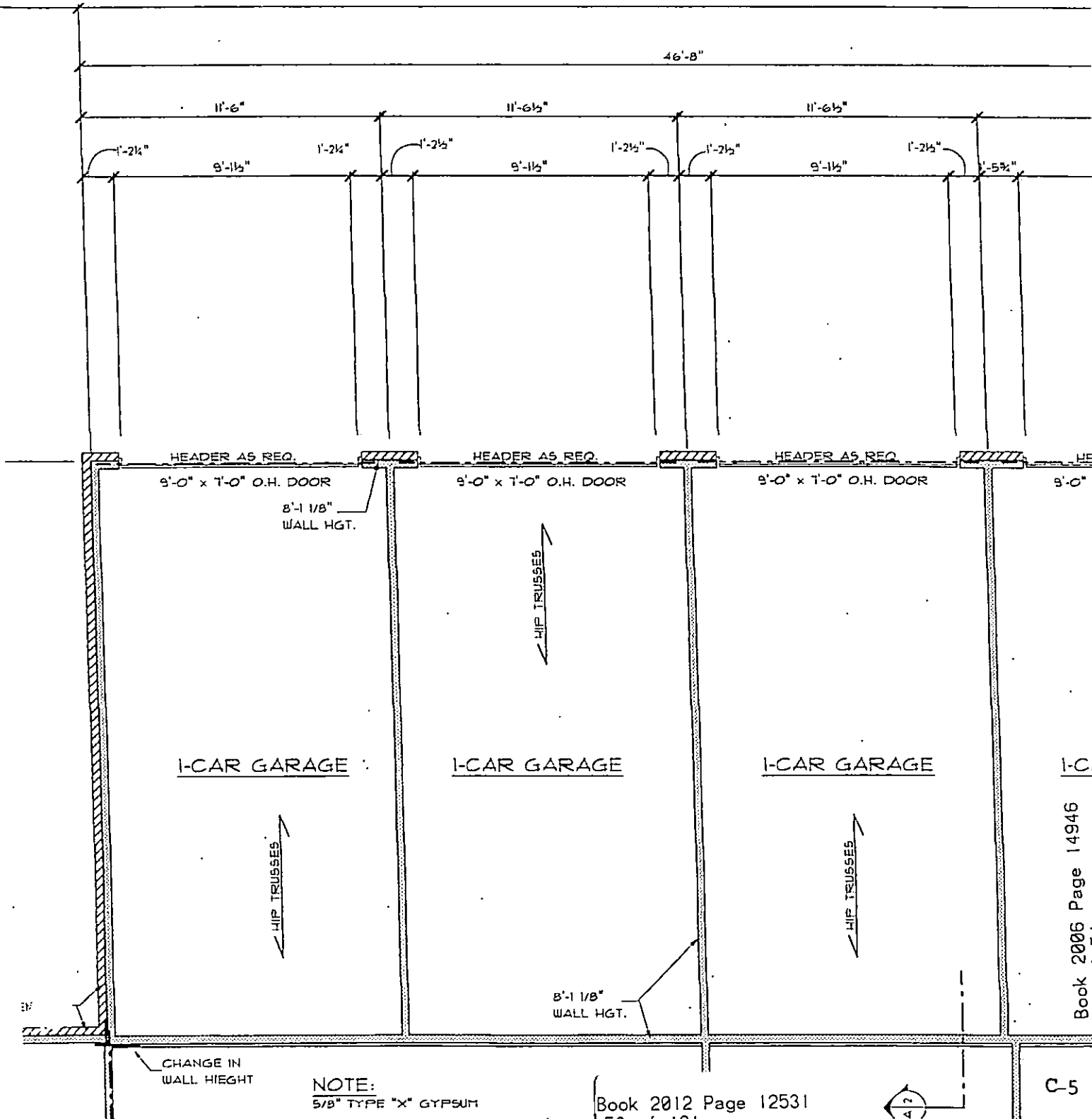
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EXHIBIT "D"
 BROOKVIEW POINTE CONDOMINIUMS
 UNDIVIDED OWNERSHIP AND VOTING INTERESTS

<u>Residential Units</u>	<u>Unit Square Footage</u>	<u>Undivided Ownership Interest</u>	<u>Voting Interests</u>
<u>Building #1000</u>			
Unit 1101	1350	1.1867%	One (1)
Unit 1102	1130	.99331%	One (1)
Unit 1103	1130	.99331%	One (1)
Unit 1104	1130	.99331%	One (1)
Unit 1105	1130	.99331%	One (1)
Unit 1106	1130	.99331%	One (1)
Unit 1107	1350	1.1867%	One (1)
Unit 1108	1130	.99331%	One (1)
Unit 1201	1350	1.1867%	One (1)
Unit 1202	1130	.99331%	One (1)
Unit 1203	1130	.99331%	One (1)
Unit 1204	1130	.99331%	One (1)
Unit 1205	1130	.99331%	One (1)
Unit 1206	1130	.99331%	One (1)
Unit 1207	1350	1.1867%	One (1)
Unit 1208	1130	.99331%	One (1)
Unit 1301	1350	1.1867%	One (1)
Unit 1302	1130	.99331%	One (1)
Unit 1303	1130	.99331%	One (1)
Unit 1304	1130	.99331%	One (1)
Unit 1305	1130	.99331%	One (1)
Unit 1306	1130	.99331%	One (1)
Unit 1307	1350	1.1867%	One (1)
Unit 1308	1130	.99331%	One (1)
<u>Building #2000</u>			
Unit 2101	1350	1.1867%	One (1)
Unit 2102	1130	.99331%	One (1)
Unit 2103	1130	.99331%	One (1)
Unit 2104	1130	.99331%	One (1)
Unit 2105	1130	.99331%	One (1)
Unit 2106	1130	.99331%	One (1)
Unit 2107	1350	1.1867%	One (1)
Unit 2108	1130	.99331%	One (1)
Unit 2201	1350	1.18671%	One (1)
Unit 2202	1130	.99331%	One (1)
Unit 2203	1130	.99331%	One (1)
Unit 2204	1130	.99331%	One (1)

Unit 2205	1130	.99331%	One (1)
Unit 2206	1130	.99331%	One (1)
Unit 2207	1350	1.1867%	One (1)
Unit 2208	1130	.99331%	One (1)
Unit 2301	1350	1.1867%	One (1)
Unit 2302	1130	.99331%	One (1)
Unit 2303	1130	.99331%	One (1)
Unit 2304	1130	.99331%	One (1)
Unit 2305	1130	.99331%	One (1)
Unit 2306	1130	.99331%	One (1)
Unit 2307	1350	1.1867%	One (1)
Unit 2308	1130	.99331%	One (1)
<u>Building #3000</u>			
Unit 3101	1350	1.1867%	One (1)
Unit 3102	1130	.99331%	One (1)
Unit 3103	1130	.99331%	One (1)
Unit 3104	1130	.99331%	One (1)
Unit 3105	1130	.99331%	One (1)
Unit 3106	1130	.99331%	One (1)
Unit 3107	1350	1.1867%	One (1)
Unit 3108	1130	.99331%	One (1)
Unit 3201	1350	1.1867%	One (1)
Unit 3202	1130	.99331%	One (1)
Unit 3203	1130	.99331%	One (1)
Unit 3204	1130	.99331%	One (1)
Unit 3205	1130	.99331%	One (1)
Unit 3206	1130	.99331%	One (1)
Unit 3207	1350	1.1867%	One (1)
Unit 3208	1130	.99331%	One (1)
Unit 3301	1350	1.1867%	One (1)
Unit 3302	1130	.99331%	One (1)
Unit 3303	1130	.99331%	One (1)
Unit 3304	1130	.99331%	One (1)
Unit 3305	1130	.99331%	One (1)
Unit 3306	1130	.99331%	One (1)
Unit 3307	1350	1.1867%	One (1)
Unit 3308	1130	.99331%	One (1)
<u>Building #4000</u>			
Unit 4101	1350	1.1867%	One (1)
Unit 4102	1130	.99331%	One (1)
Unit 4103	1130	.99331%	One (1)
Unit 4104	1130	.99331%	One (1)
Unit 4105	1130	.99331%	One (1)
Unit 4106	1130	.99331%	One (1)
Unit 4107	1350	1.1867%	One (1)

Unit 4108	1130	.99331%	One (1)
Unit 4201	1350	1.1867%	One (1)
Unit 4202	1130	.99331%	One (1)
Unit 4203	1130	.99331%	One (1)
Unit 4204	1130	.99331%	One (1)
Unit 4205	1130	.99331%	One (1)
Unit 4206	1130	.99331%	One (1)
Unit 4207	1350	1.1867%	One (1)
Unit 4208	1130	.99331%	One (1)
Unit 4301	1350	1.1867%	One (1)
Unit 4302	1130	.99331%	One (1)
Unit 4303	1130	.99331%	One (1)
Unit 4304	1130	.99331%	One (1)
Unit 4305	1130	.99331%	One (1)
Unit 4306	1130	.99331%	One (1)
Unit 4307	1350	1.1867%	One (1)
Unit 4308	1130	.99331%	One (1)
TOTALS	113,760	100%	96

SUMMARY CHART

<u>Condo Unit Groups</u>	<u>Total Square Footage</u>	<u>Total Undivided Percentage Interest</u>
72 Two Bedroom Units	81,360	71.51832%
24 Three Bedroom Units	32,400	28.4808 %
Totals	113,760	100%

RESTATED & SUBSTITUTED BYLAWS
OF
BROOKVIEW POINTE MASTER ASSOCIATION, INC.

ARTICLE I. PURPOSES

Brookview Pointe Master Association, Inc. (hereinafter called the "Association") will conduct its activities to promote the purposes for which it was organized as set forth in Articles III of the Articles of Incorporation. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Bylaws, the Association shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 528 of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue law).

ARTICLE II. OFFICES

Section 2.1 Principal Office. The principal office of the Association in the State of Iowa shall initially be located in the City of Waukee, Dallas County, Iowa. The Association may have such other offices, either within or without the State of Iowa as the Board of Directors may designate or as the business of the Association may require from time to time.

Section 2.2 Registered Office. The registered office of the Association in the State of Iowa may be, but need not be, identical with the principal office in the State of Iowa, and the address of the registered office may be changed from time to time by the Board of Directors. The initial registered office of the Association is 4201 Westown Parkway, Suite 250, West Des Moines, Iowa 50266-6720.

ARTICLE III. MEMBERSHIP

Section 3.1 Members. Each of the 96 Residential Unit Owners in Brookview Pointe Condominiums shall be a Member of the Association. When more than one person holds an interest in any Unit, one of said persons shall be the designated voting Member. Membership shall be appurtenant to and may not be separated from ownership of any Residential Unit that is subject to assessment set forth in the Restated and Substituted Declaration of Submission of Property. Ownership of a Residential Unit shall be the sole qualification for membership.

Section 3.2 Voting. The Owner(s) of each Residential Unit shall be entitled to one vote in the affairs of this Association. Whenever the Restated and Substituted

Declaration of Submission refers to a vote of the "Ownership Units" or "Unit Owners", such reference means a vote of the "Residential Unit" owners being the Members of the Association. The vote for each Residential Unit shall be exercised as the owners of the Unit, among themselves, determine, but in no event shall more than one vote be cast with respect to any Residential Unit.

Section 3.3 Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment against the Member's Unit remains unpaid. The Association may suspend the voting rights of a Member for a period not to exceed sixty (60) days for an infraction of the Association's published rules and regulations.

Section 3.4 Annual Meeting. The annual meeting of the Members shall be held the month of January in each year, or as soon as possible thereafter, beginning with January 2013, for the purpose of electing the Board of Directors of the Association and for the transaction of such other business as may come before the meeting. If a quorum is not present for the election or transaction of business on the day designated for the annual meeting of the Members, the Members shall cause the annual meeting to be held at a special meeting of the Members as soon thereafter as it may conveniently be held.

Section 3.5 Special Meetings. Special meetings of the Members may be called by or at the request of the President or a majority of the Members upon the written demand, signed, dated and delivered to the Secretary. Such written demand shall state the purpose or purposes for which such meeting is to be called. The time, date and place of any special meeting shall be determined by the Board of Directors, or, at its direction, by the President.

Section 3.6 Notice of Meetings. Written notice stating the place, date and time of each annual meeting and special meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given no less than five (5) days and not more than fifty (50) days before the date of the meeting, delivered personally or mailed to each Member at his or her personal or business address. Such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid.

Section 3.7 Quorum. Fifty-one percent (51%) of the number of Members (Residential Unit Owners) shall constitute a quorum for the transaction of business at any meeting of the Members, but if less than the required quorum is present at a meeting, a majority of the Members present may adjourn the meeting without further notice. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the same quorum requirement. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. If a quorum is present, the affirmative vote of fifty-one (51%) of the Members in this Association shall be required to carry any action as the act of the Members. Proxy voting shall be permitted.

Section 3.8 Presumption of Assent. A Member of the Association who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken unless the Member's dissent shall be entered in the minutes of the meeting or unless the Member has submitted written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.1 General Powers. The business and affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall manage the business and affairs of the Association in such a manner so as to comply with the meaning of the terms and limitations of the Articles of Incorporation, these Bylaws and the Restated and Substituted Declaration of Submission, so that such actions will not jeopardize the federal income tax exemption of this Association pursuant to the provisions of Section 528 of the Internal Revenue Code as now in force or as may be amended.

Section 4.2 Number, Tenure and Qualifications. As stated in the Articles of Incorporation, the initial Board of Directors of the Association shall consist of two (2) persons. As soon as a meeting of the Members may be organized for the purpose of electing a new Board of Directors, a new Board shall be elected consisting of five (5) Directors. The number of directors on the Board of Directors may be changed from time to time by vote of the Members of the Association. Elected Directors shall serve for a term of one (1) year commencing with appointment or until a successor shall have been appointed or elected and qualified.

Section 4.3 Appointment of Board Member. PBM Development Co., L.L.C. shall have the right to appoint one of the five Board Members, so long as it holds title to at least eight (8) Residential Units within this Master Association, or until it waives, in writing, its right to appoint said Director.

Section 4.4 Annual and Regular Meetings. An annual meeting of the Board of Directors shall be held without notice immediately after, and at the same place as the annual meeting of the Members for the purpose of organization, election of Officers and the transaction of other business. Regular meetings of the Board of Directors may be held at such time and place as the Board of Directors shall by resolution fix and determine from time to time without other notice than such resolution.

Section 4.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Iowa, as the place for holding any special meeting of the Board of Directors called by them.

Section 4.6 Notice. Notice of any special meeting shall be given not less than five (5) days and not more than fifty (50) days before the date on which the meeting is to be held, by written notice delivered personally or mailed to each Director at his/her personal or business address. Such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Except as otherwise provided in these Bylaws, neither the business to be transacted, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.7 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice. At all meetings of Directors, assuming a quorum is present, the act of the majority of the Directors shall be the act of the Board of Directors.

Section 4.8 Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless the dissent shall be entered in the minutes of the meeting or unless the Director submits a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 4.9 Action Without Meeting. Any action required to be taken at a meeting of the Directors, or any other action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. For purposes hereof, facsimile signatures shall be adequate to show consent.

Section 4.10 Resignation and Removal. Any Director may at anytime resign by serving written notice thereof on the remaining Directors. A Director may be subject to removal, with or without cause, at a meeting of the Members called for that purpose in the manner prescribed by law. A Director who misses more than three (3) consecutive board meetings will be subject to removal upon resolution by the Board of Directors.

Section 4.11 Vacancies. Any vacancy occurring in the Board of Directors and, to the extent permitted by law, any Directorship to be filled by reason of an increase in the number of Directors, may be filled by election by a majority of the then sitting Directors of the Association. A Director so elected shall serve the un-expired term of

his/her predecessor in office or the full term of such new Directorship, as the case may be.

Section 4.12 Compensation. Directors shall serve without compensation, except reasonable expenses may be paid.

ARTICLE V. OFFICERS

Section 5.1 Designation of Officers, Election and Term of Office. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. Any Two or more offices may be held by the same person. The Officers shall be elected annually at the annual meeting of the Board of Directors held after the annual meeting of the Members and each Officer shall hold office until a successor shall have been duly elected and qualified or upon death, resignation or removal.

Section 5.2 Management Company. The Board of Directors may, in its discretion, contract with a professional management company to manage the regular business and affairs of the Association and shall have such powers and duties as the Board of Directors shall specify at the expense of the Association.

Section 5.3 Resignation. Any Officer may at anytime resign by serving written notice thereof on the Board of Directors. Such resignation shall take effect upon receipt thereof or at any later time specified therein; and, unless otherwise specified therein, acceptance thereof shall not be necessary to make it effective.

Section 5.4 Removal. Any Officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any Officer holding the position of President, Vice President, Secretary or Treasurer will automatically be removed if the individual holding the subject office is no longer a Member.

Section 5.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the un-expired portion of the term.

Section 5.6 Salaries. The President, Vice President, Secretary and Treasurer shall serve without compensation except reasonable expenses may be paid. The Board of Directors may contract with a professional management company to carry out the functions of the President, Vice President, Secretary and Treasurer, in its discretion, and any expenses relating to said contract shall be the obligation of the Association. Further, to the extent deemed necessary by the Association, the Association may retain the services of the President, Vice President, Secretary and Treasurer other than in their capacity as such Officers and they may be compensated for services so rendered as the Board of Directors may from time to time deem appropriate.

ARTICLE VI. INDEMNIFICATION

Except for any prohibition against indemnification specifically set forth in these Bylaws or in the Iowa Nonprofit Corporation Act at the time indemnification is sought by any member, director, officer, employee, volunteer or agent of the Association, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative by reason of the fact that the person is or was a member, director officer, employee, volunteer or agent of the Association, or is or was serving at the request of the Association as a member, director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise (such serving as a member, director, officer, employee or agent of the Association or at the request of the Association referred to herein as "serving on behalf of or at the Association's request"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding if the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that person's conduct was unlawful.

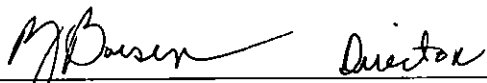
ARTICLE VII. SEAL

The Association shall have no corporate seal.

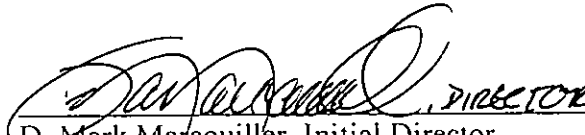
ARTICLE VIII. AMENDMENTS

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by a majority vote of the Members of this Association at any regular or special meeting of the Members, provided that a minimum of five (5) days notice in writing of the proposed alteration, amendment or repeal is given to all Members of the Association.

Dated this 26th day of July, 2012.



Robert Boesen, Initial Director



D. Mark Marcouiller, Initial Director

ARTICLES OF INCORPORATION

OF

BROOKVIEW POINTE REGION I ASSOCIATION, INC.

TO THE SECRETARY OF THE STATE OF IOWA:

The undersigned, acting as Incorporator of a corporation under the Iowa Nonprofit Corporation Act, Chapter 504 of the Code of Iowa (2011), adopts the following Articles of Incorporation for such Corporation:

ARTICLE I. NAME

The name of the Corporation is Brookview Pointe Region I Association, Inc.

ARTICLE II. CORPORATE EXISTENCE

The corporate existence of this Corporation shall begin on the date these Articles of Incorporation are filed in the Office of the Iowa Secretary of State and shall continue perpetually thereafter unless dissolved as provided by law.

ARTICLE III. PURPOSES AND POWERS

The Corporation is organized exclusively as a Homeowners Association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended. The primary purpose of the Corporation is to operate a Homeowners Association for a development region within Brookview Pointe Condominiums known as Region I, in the City of West Des Moines, Dallas County, Iowa.

As a means of accomplishing the foregoing purposes, the Corporation shall have all of the general powers set forth in Chapter 504 of the Code of Iowa (2011), and as it may hereafter be amended. These general powers shall be exercised exclusively for the attainment of the purposes of the Corporation as set forth in this Article.

ARTICLE IV. NO PRIVATE INUREMENT

No part of the net earnings shall inure to the benefit of any Director or Officer of the Corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes). No Director or Officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

ARTICLE V. DISSOLUTION PROVISIONS

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of the remaining assets of the Corporation exclusively for the purpose(s) of the Corporation set forth in Article III hereof in such a manner or to such organization or organizations operated exclusively as charitable organizations as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said District Court shall determine which are organized exclusively for such designated purpose(s).

**ARTICLE VI.
INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The address of its initial registered office in the State of Iowa is 4201 Westown Parkway, Suite 250, West Des Moines, Iowa 50266-6720 and the name of its initial registered agent at such address is D. Mark Marcouiller.

ARTICLE VII. INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is two (2). As provided in the Bylaws, the initial board of Directors shall serve until the regular Board of Directors consisting of five (5) persons is elected. The initial Board of Directors shall adopt the Bylaws of the Corporation, and any subsequent amendment to the Bylaws shall be adopted by the Board of Directors. The names and addresses of the persons who are to serve as the initial Directors are:

<u>Name</u>	<u>Address</u>
Robert Boesen	475 Alice's Road Waukee, IA 50263
D. Mark Marcouiller	4201 Westown Parkway, #250 West Des Moines, IA 50266

ARTICLE VIII. MEMBERS

The Corporation shall have Members. Each residential unit owner in Buildings No. 1000 and No. 4000 in the Brookview Pointe Condominium project shall automatically be members of this Corporation. The rights of each Member are set forth in the Bylaws and the Restated and Substituted Declaration of Submission.

ARTICLE IX. EXEMPTION OF PRIVATE PROPERTY

Consistent with Iowa Chapter 504 (2011), the private property of the directors, officers, employees and members of the corporation shall be exempt from all debts, obligations and liabilities of the Corporation of any kind whatsoever and directors, officers, members and other volunteers of this Corporation shall not be personally liable in that capacity, for a claim based upon an act or omission of the person performed in the discharge of the person's duties, except for a breach of the duty of loyalty to the Corporation, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit. If Iowa law is hereafter changed to mandate or permit further elimination or limitation of the liability of the Corporation's directors, officers, employees, members and volunteers, then the liability of the Corporation's directors, officers, employees, members and volunteers shall be eliminated or limited to the full extent then permitted.


ARTICLE X. INCORPORATOR

The name and address of the Incorporator is D. Mark Marcouiller, 4201 Westown Parkway, Suite 250, West Des Moines, Iowa 50266-6720.

ARTICLE XI. AMENDMENTS

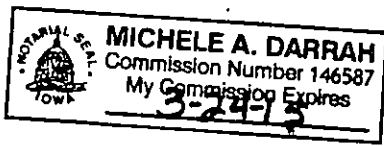
These Articles of Incorporation may be amended at anytime and from time to time as provided in the Bylaws or as provided by the Code of Iowa, but no amendment shall be adopted which deprives the Corporation of tax exempt status under the Internal Revenue Code of 1986, as amended.

Dated the 26 day of JULY, 2012.


D. Mark Marcouiller, Incorporator

STATE OF IOWA)
)ss.
COUNTY OF POLK)

On this 26th day of July, 2012, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared D. Mark Marcouiller, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Michele A. Darrah
Notary Public in and for the State Of Iowa

BYLAWS
OF
BROOKVIEW POINTE REGION I ASSOCIATION, INC.

ARTICLE I. PURPOSES

Brookview Pointe Region I Association, Inc. (hereinafter called the "Association") will conduct its activities to promote the purposes for which it was organized as set forth in Articles III of the Articles of Incorporation. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Bylaws, the Association shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 528 of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue law).

ARTICLE II. OFFICES

Section 2.1 Principal Office. The principal office of the Association in the State of Iowa shall initially be located in the City of Waukee, Dallas County, Iowa. The Association may have such other offices, either within or without the State of Iowa as the Board of Directors may designate or as the business of the Association may require from time to time.

Section 2.2 Registered Office. The registered office of the Association in the State of Iowa may be, but need not be, identical with the principal office in the State of Iowa, and the address of the registered office may be changed from time to time by the Board of Directors. The initial registered office of the Association is 4201 Westown Parkway, Suite 250, West Des Moines, Iowa 50266-6720.

ARTICLE III. MEMBERSHIP

Section 3.1 Members. Every owner of a Residential Unit in Building No. 1000 and Building No. 4000 in Brookview Pointe Condominiums shall be a Member of the Association. When more than one person holds an interest in any Unit, one of said persons shall be the designated voting Member. Membership shall be appurtenant to and may not be separated from ownership of any Residential Unit that is subject to assessment as set forth in the Restated and Substituted Declaration of Submission. Ownership of a Residential Unit shall be the sole qualification for membership.

Section 3.2 Voting. The Owner(s) of each Residential Unit shall be entitled to one vote in the affairs of this Association. Whenever the Restated and Substituted Declaration of Submission refers to a vote of the "Ownership Units" or "Unit Owners", such reference means a vote of the "Residential Unit" owners being the Members of the Association. The vote for each Residential Unit shall be exercised as the owners of the Unit, among themselves, determine, but in no event shall more than one vote be cast with respect to any Residential Unit.

Section 3.3 Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment against the Member's Unit remains unpaid. The Association may suspend the voting rights of a Member for a period not to exceed sixty (60) days for an infraction of the Association's published rules and regulations.

Section 3.4 Annual Meeting. The annual meeting of the Members shall be held the month of January in each year, or as soon as possible thereafter, beginning with January 2013, for the purpose of electing the Board of Directors of the Association and for the transaction of such other business as may come before the meeting. If a quorum is not present for the election or transaction of business on the day designated for the annual meeting of the Members, the Members shall cause the annual meeting to be held at a special meeting of the Members as soon thereafter as it may conveniently be held.

Section 3.5 Special Meetings. Special meetings of the Members may be called by or at the request of the President or a majority of the Members upon the written demand, signed, dated and delivered to the Secretary. Such written demand shall state the purpose or purposes for which such meeting is to be called. The time, date and place of any special meeting shall be determined by the Board of Directors, or, at its direction, by the President.

Section 3.6 Notice of Meetings. Written notice stating the place, date and time of each annual meeting and special meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given no less than five (5) days and not more than fifty (50) days before the date of the meeting, delivered personally or mailed to each Member at his or her personal or business address. Such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid.

Section 3.7 Quorum. Fifty-one percent (51%) of the number of Members (Residential Unit Owners) shall constitute a quorum for the transaction of business at any meeting of the Members, but if less than the required quorum is present at a meeting, a majority of the Members present may adjourn the meeting without further notice. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the same quorum requirement. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. If a quorum is present, the affirmative vote of fifty-one (51%) of the Members in this Association shall be required to carry any action as the act of the Members.

Section 3.8 Presumption of Assent. A Member of the Association who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken unless the Member's dissent shall be entered in the minutes of the meeting or unless the Member has submitted written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.1 General Powers. The business and affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall manage the business and affairs of the Association in such a manner so as to comply with the meaning of the terms and limitations of the Articles of Incorporation, these Bylaws and the Restated and Substituted Declaration of Submission, so that such actions will not jeopardize the federal income tax exemption of this Association pursuant to the provisions of Section 528 of the Internal Revenue Code as now in force or as may be amended.

Section 4.2 Number, Tenure and Qualifications. As stated in the Articles of Incorporation, the initial Board of Directors of the Association shall consist of two (2) persons. As soon as a meeting of the Members may be organized for the purpose of electing a new Board of Directors, a new Board shall be elected consisting of five (5) Directors. The number of directors on the Board of Directors may be changed from time to time by vote of the Members of the Association. Elected Directors shall serve for a term of one (1) year commencing with appointment or until a successor shall have been appointed or elected and qualified.

Section 4.3 Appointment of Board Member. PBM Development Co., L.L.C. shall have the right to appoint one of the five Board Members, so long as it holds title to two (2) Residential Units within this Sub-Association region, or until it waives, in writing, its right to appoint said Director.

Section 4.4 Annual and Regular Meetings. An annual meeting of the Board of Directors shall be held without notice immediately after, and at the same place as the annual meeting of the Members for the purpose of organization, election of Officers and the transaction of other business. Regular meetings of the Board of Directors may be held at such time and place as the Board of Directors shall by resolution fix and determine from time to time without other notice than such resolution.

Section 4.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Iowa, as the place for holding any special meeting of the Board of Directors called by them.

Section 4.6 Notice. Notice of any special meeting shall be given not less than five (5) days and not more than fifty (50) days before the date on which the meeting is to be held, by written notice delivered personally or mailed to each Director at his/her personal or business address. Such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Except as otherwise provided in these Bylaws, neither the business to be transacted, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.7 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice. At all meetings of Directors, assuming a quorum is present, the act of the majority of the Directors shall be the act of the Board of Directors.

Section 4.8 Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless the dissent shall be entered in the minutes of the meeting or unless the Director submits a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 4.9 Action Without Meeting. Any action required to be taken at a meeting of the Directors, or any other action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. For purposes hereof, facsimile signatures shall be adequate to show consent.

Section 4.10 Resignation and Removal. Any Director may at anytime resign by serving written notice thereof on the remaining Directors. A Director may be subject to removal, with or without cause, at a meeting of the Members called for that purpose in the manner prescribed by law. A Director who misses more than three (3) consecutive board meetings will be subject to removal upon resolution by the Board of Directors.

Section 4.11 Vacancies. Any vacancy occurring in the Board of Directors and, to the extent permitted by law, any Directorship to be filled by reason of an increase in the number of Directors, may be filled by election by a majority of the then sitting Directors of the Association. A Director so elected shall serve the un-expired term of

his/her predecessor in office or the full term of such new Directorship, as the case may be.

Section 4.12 Compensation. Directors shall serve without compensation, except reasonable expenses may be paid.

ARTICLE V. OFFICERS

Section 5.1 Designation of Officers, Election and Term of Office. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. Any Two or more offices may be held by the same person. The Officers shall be elected annually at the annual meeting of the Board of Directors held after the annual meeting of the Members and each Officer shall hold office until a successor shall have been duly elected and qualified or upon death, resignation or removal.

Section 5.2 Management Company. The Board of Directors may, in its discretion, contract with a professional management company to manage the regular business and affairs of the Association and shall have such powers and duties as the Board of Directors shall specify at the expense of the Association.

Section 5.3 Resignation. Any Officer may at anytime resign by serving written notice thereof on the Board of Directors. Such resignation shall take effect upon receipt thereof or at any later time specified therein; and, unless otherwise specified therein, acceptance thereof shall not be necessary to make it effective.

Section 5.4 Removal. Any Officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any Officer holding the position of President, Vice President, Secretary or Treasurer will automatically be removed if the individual holding the subject office is no longer a Member.

Section 5.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the un-expired portion of the term.

Section 5.6 Salaries. The President, Vice President, Secretary and Treasurer shall serve without compensation except reasonable expenses may be paid. The Board of Directors may contract with a professional management company to carry out the functions of the President, Vice President, Secretary and Treasurer, in its discretion, and any expenses relating to said contract shall be the obligation of the Association. Further, to the extent deemed necessary by the Association, the Association may retain the services of the President, Vice President, Secretary and Treasurer other than in their capacity as such Officers and they may be compensated for services so rendered as the Board of Directors may from time to time deem appropriate.

ARTICLE VI. INDEMNIFICATION

Except for any prohibition against indemnification specifically set forth in these Bylaws or in the Iowa Nonprofit Corporation Act at the time indemnification is sought by any member, director, officer, employee, volunteer or agent of the Association, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative by reason of the fact that the person is or was a member, director officer, employee, volunteer or agent of the Association, or is or was serving at the request of the Association as a member, director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise (such serving as a member, director, officer, employee or agent of the Association or at the request of the Association referred to herein as "serving on behalf of or at the Association's request"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding if the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that person's conduct was unlawful.

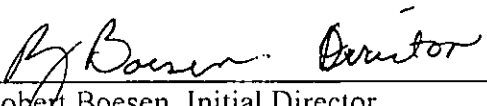
ARTICLE VII. SEAL

The Association shall have no corporate seal.

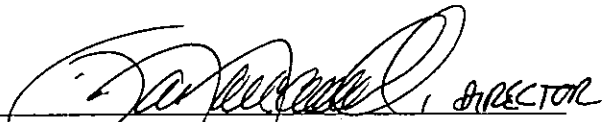
ARTICLE VIII. AMENDMENTS

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by a majority vote of the Members of this Association at any regular or special meeting of the Members, provided that a minimum of five (5) days notice in writing of the proposed alteration, amendment or repeal is given to all Members of the Association.

Dated this 26th day of July, 2012.



Robert Boesen, Initial Director



D. Mark Marcouiller, Initial Director

ARTICLES OF INCORPORATION

OF

BROOKVIEW POINTE REGION II ASSOCIATION, INC.

TO THE SECRETARY OF THE STATE OF IOWA:

The undersigned, acting as Incorporator of a corporation under the Iowa Nonprofit Corporation Act, Chapter 504 of the Code of Iowa (2011), adopts the following Articles of Incorporation for such Corporation:

ARTICLE I. NAME

The name of the Corporation is Brookview Pointe Region II Association, Inc.

ARTICLE II. CORPORATE EXISTENCE

The corporate existence of this Corporation shall begin on the date these Articles of Incorporation are filed in the Office of the Iowa Secretary of State and shall continue perpetually thereafter unless dissolved as provided by law.

ARTICLE III. PURPOSES AND POWERS

The Corporation is organized exclusively as a Homeowners Association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended. The primary purpose of the Corporation is to operate a Homeowners Association for a development region within Brookview Pointe Condominiums known as Region II, in the City of West Des Moines, Dallas County, Iowa.

As a means of accomplishing the foregoing purposes, the Corporation shall have all of the general powers set forth in Chapter 504 of the Code of Iowa (2011), and as it may hereafter be amended. These general powers shall be exercised exclusively for the attainment of the purposes of the Corporation as set forth in this Article.

ARTICLE IV. NO PRIVATE INUREMENT

No part of the net earnings shall inure to the benefit of any Director or Officer of the Corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes). No Director or Officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

ARTICLE V. DISSOLUTION PROVISIONS

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of the remaining assets of the Corporation exclusively for the purpose(s) of the Corporation set forth in Article III hereof in such a manner or to such organization or organizations operated exclusively as charitable organizations as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said District Court shall determine which are organized exclusively for such designated purpose(s).

**ARTICLE VI.
INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The address of its initial registered office in the State of Iowa is 4201 Westown Parkway, Suite 250, West Des Moines, Iowa 50266-6720 and the name of its initial registered agent at such address is D. Mark Marcouiller.

ARTICLE VII. INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is two (2). As provided in the Bylaws, the initial board of Directors shall serve until the regular Board of Directors consisting of five (5) persons is elected. The initial Board of Directors shall adopt the Bylaws of the Corporation, and any subsequent amendment to the Bylaws shall be adopted by the Board of Directors. The names and addresses of the persons who are to serve as the initial Directors are:

<u>Name</u>	<u>Address</u>
Robert Boesen	475 Alice's Road Waukee, IA 50263
D. Mark Marcouiller	4201 Westown Parkway, #250 West Des Moines, IA 50266

ARTICLE VIII. MEMBERS

The Corporation shall have Members. Each residential unit owner in Building No. 2000 in the Brookview Pointe Condominium project shall automatically be members of this Corporation. The rights of each Member are set forth in the Bylaws and the Restated and Substituted Declaration of Submission.

ARTICLE IX. EXEMPTION OF PRIVATE PROPERTY

Consistent with Iowa Chapter 504 (2011), the private property of the directors, officers, employees and members of the corporation shall be exempt from all debts, obligations and liabilities of the Corporation of any kind whatsoever and directors, officers, members and other volunteers of this Corporation shall not be personally liable in that capacity, for a claim based upon an act or omission of the person performed in the discharge of the person's duties, except for a breach of the duty of loyalty to the Corporation, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit. If Iowa law is hereafter changed to mandate or permit further elimination or limitation of the liability of the Corporation's directors, officers, employees, members and volunteers, then the liability of the Corporation's directors, officers, employees, members and volunteers shall be eliminated or limited to the full extent then permitted.

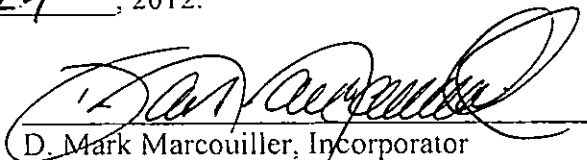
ARTICLE X. INCORPORATOR

The name and address of the Incorporator is D. Mark Marcouiller, 4201 Westown Parkway, Suite 250, West Des Moines, Iowa 50266-6720.

ARTICLE XI. AMENDMENTS


These Articles of Incorporation may be amended at anytime and from time to time as provided in the Bylaws or as provided by the Code of Iowa, but no amendment shall be adopted which deprives the Corporation of tax exempt status under the Internal Revenue Code of 1986, as amended.

Dated the 26th day of JULY, 2012.


D. Mark Marcouiller, Incorporator

STATE OF IOWA)
)ss.
COUNTY OF POLK)

On this 26th day of July, 2012, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared D. Mark Marcouiller, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.


Notary Public in and for the State Of Iowa



BYLAWS
OF
BROOKVIEW POINTE REGION II ASSOCIATION, INC.

ARTICLE I. PURPOSES

Brookview Pointe Region II Association, Inc. (hereinafter called the "Association") will conduct its activities to promote the purposes for which it was organized as set forth in Articles III of the Articles of Incorporation. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Bylaws, the Association shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 528 of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue law).

ARTICLE II. OFFICES

Section 2.1 Principal Office. The principal office of the Association in the State of Iowa shall initially be located in the City of Waukee, Dallas County, Iowa. The Association may have such other offices, either within or without the State of Iowa as the Board of Directors may designate or as the business of the Association may require from time to time.

Section 2.2 Registered Office. The registered office of the Association in the State of Iowa may be, but need not be, identical with the principal office in the State of Iowa, and the address of the registered office may be changed from time to time by the Board of Directors. The initial registered office of the Association is 4201 Westtown Parkway, Suite 250, West Des Moines, Iowa 50266-6720.

ARTICLE III. MEMBERSHIP

Section 3.1 Members. Every owner of a Residential Unit in Building No. 2000 in Brookview Pointe Condominiums shall be a Member of the Association. When more than one person holds an interest in any Unit, one of said persons shall be the designated voting Member. Membership shall be appurtenant to and may not be separated from ownership of any Residential Unit that is subject to assessment as set forth in the Restated and Substituted Declaration of Submission. Ownership of a Residential Unit shall be the sole qualification for membership.

Section 3.2 Voting. The Owner(s) of each Residential Unit shall be entitled to one vote in the affairs of this Association. Whenever the Restated and Substituted Declaration of Submission refers to a vote of the "Ownership Units" or "Unit Owners", such reference means a vote of the "Residential Unit" owners being the Members of the Association. The vote for each Residential Unit shall be exercised as the owners of the Unit, among themselves, determine, but in no event shall more than one vote be cast with respect to any Residential Unit.

Section 3.3 Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment against the Member's Unit remains unpaid. The Association may suspend the voting rights of a Member for a period not to exceed sixty (60) days for an infraction of the Association's published rules and regulations.

Section 3.4 Annual Meeting. The annual meeting of the Members shall be held the month of January in each year, or as soon as possible thereafter, beginning with January 2013, for the purpose of electing the Board of Directors of the Association and for the transaction of such other business as may come before the meeting. If a quorum is not present for the election or transaction of business on the day designated for the annual meeting of the Members, the Members shall cause the annual meeting to be held at a special meeting of the Members as soon thereafter as it may conveniently be held.

Section 3.5 Special Meetings. Special meetings of the Members may be called by or at the request of the President or a majority of the Members upon the written demand, signed, dated and delivered to the Secretary. Such written demand shall state the purpose or purposes for which such meeting is to be called. The time, date and place of any special meeting shall be determined by the Board of Directors, or, at its direction, by the President.

Section 3.6 Notice of Meetings. Written notice stating the place, date and time of each annual meeting and special meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given no less than five (5) days and not more than fifty (50) days before the date of the meeting, delivered personally or mailed to each Member at his or her personal or business address. Such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid.

Section 3.7 Quorum. Fifty-one percent (51%) of the number of Members (Residential Unit Owners) shall constitute a quorum for the transaction of business at any meeting of the Members, but if less than the required quorum is present at a meeting, a majority of the Members present may adjourn the meeting without further notice. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the same quorum requirement. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. If a quorum is present, the affirmative vote of fifty-one (51%) of the Members in this Association shall be required to carry any action as the act of the Members.

Section 3.8 Presumption of Assent. A Member of the Association who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken unless the Member's dissent shall be entered in the minutes of the meeting or unless the Member has submitted written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.1 General Powers. The business and affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall manage the business and affairs of the Association in such a manner so as to comply with the meaning of the terms and limitations of the Articles of Incorporation, these Bylaws and the Restated and Substituted Declaration of Submission, so that such actions will not jeopardize the federal income tax exemption of this Association pursuant to the provisions of Section 528 of the Internal Revenue Code as now in force or as may be amended.

Section 4.2 Number, Tenure and Qualifications. As stated in the Articles of Incorporation, the initial Board of Directors of the Association shall consist of two (2) persons. As soon as a meeting of the Members may be organized for the purpose of electing a new Board of Directors, a new Board shall be elected consisting of five (5) Directors. The number of directors on the Board of Directors may be changed from time to time by vote of the Members of the Association. Elected Directors shall serve for a term of one (1) year commencing with appointment or until a successor shall have been appointed or elected and qualified.

Section 4.3 Appointment of Board Member. PBM Development Co., L.L.C. shall have the right to appoint one of the five Board Members, so long as it holds title to two (2) Residential Units within this Sub-Association region, or until it waives, in writing, its right to appoint said Director.

Section 4.4 Annual and Regular Meetings. An annual meeting of the Board of Directors shall be held without notice immediately after, and at the same place as the annual meeting of the Members for the purpose of organization, election of Officers and the transaction of other business. Regular meetings of the Board of Directors may be held at such time and place as the Board of Directors shall by resolution fix and determine from time to time without other notice than such resolution.

Section 4.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Iowa, as the place for holding any special meeting of the Board of Directors called by them.

Section 4.6 Notice. Notice of any special meeting shall be given not less than five (5) days and not more than fifty (50) days before the date on which the meeting is to be held, by written notice delivered personally or mailed to each Director at his/her personal or business address. Such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Except as otherwise provided in these Bylaws, neither the business to be transacted, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.7 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice. At all meetings of Directors, assuming a quorum is present, the act of the majority of the Directors shall be the act of the Board of Directors.

Section 4.8 Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless the dissent shall be entered in the minutes of the meeting or unless the Director submits a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 4.9 Action Without Meeting. Any action required to be taken at a meeting of the Directors, or any other action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. For purposes hereof, facsimile signatures shall be adequate to show consent.

Section 4.10 Resignation and Removal. Any Director may at anytime resign by serving written notice thereof on the remaining Directors. A Director may be subject to removal, with or without cause, at a meeting of the Members called for that purpose in the manner prescribed by law. A Director who misses more than three (3) consecutive board meetings will be subject to removal upon resolution by the Board of Directors.

Section 4.11 Vacancies. Any vacancy occurring in the Board of Directors and, to the extent permitted by law, any Directorship to be filled by reason of an increase in the number of Directors, may be filled by election by a majority of the then sitting Directors of the Association. A Director so elected shall serve the un-expired term of

his/her predecessor in office or the full term of such new Directorship, as the case may be.

Section 4.12 Compensation. Directors shall serve without compensation, except reasonable expenses may be paid.

ARTICLE V. OFFICERS

Section 5.1 Designation of Officers, Election and Term of Office. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. Any Two or more offices may be held by the same person. The Officers shall be elected annually at the annual meeting of the Board of Directors held after the annual meeting of the Members and each Officer shall hold office until a successor shall have been duly elected and qualified or upon death, resignation or removal.

Section 5.2 Management Company. The Board of Directors may, in its discretion, contract with a professional management company to manage the regular business and affairs of the Association and shall have such powers and duties as the Board of Directors shall specify at the expense of the Association.

Section 5.3 Resignation. Any Officer may at anytime resign by serving written notice thereof on the Board of Directors. Such resignation shall take effect upon receipt thereof or at any later time specified therein; and, unless otherwise specified therein, acceptance thereof shall not be necessary to make it effective.

Section 5.4 Removal. Any Officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any Officer holding the position of President, Vice President, Secretary or Treasurer will automatically be removed if the individual holding the subject office is no longer a Member.

Section 5.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the un-expired portion of the term.

Section 5.6 Salaries. The President, Vice President, Secretary and Treasurer shall serve without compensation except reasonable expenses may be paid. The Board of Directors may contract with a professional management company to carry out the functions of the President, Vice President, Secretary and Treasurer, in its discretion, and any expenses relating to said contract shall be the obligation of the Association. Further, to the extent deemed necessary by the Association, the Association may retain the services of the President, Vice President, Secretary and Treasurer other than in their capacity as such Officers and they may be compensated for services so rendered as the Board of Directors may from time to time deem appropriate.

ARTICLE VI. INDEMNIFICATION

Except for any prohibition against indemnification specifically set forth in these Bylaws or in the Iowa Nonprofit Corporation Act at the time indemnification is sought by any member, director, officer, employee, volunteer or agent of the Association, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative by reason of the fact that the person is or was a member, director officer, employee, volunteer or agent of the Association, or is or was serving at the request of the Association as a member, director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise (such serving as a member, director, officer, employee or agent of the Association or at the request of the Association referred to herein as "serving on behalf of or at the Association's request"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding if the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that person's conduct was unlawful.

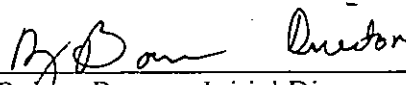
ARTICLE VII. SEAL

The Association shall have no corporate seal.


ARTICLE VIII. AMENDMENTS

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by a majority vote of the Members of this Association at any regular or special meeting of the Members, provided that a minimum of five (5) days notice in writing of the proposed alteration, amendment or repeal is given to all Members of the Association.

Dated this 26th day of July, 2012.



Robert Boesen, Initial Director



D. Mark Marcouiller, Initial Director

ARTICLES OF INCORPORATION

OF

BROOKVIEW POINTE REGION III ASSOCIATION, INC.

TO THE SECRETARY OF THE STATE OF IOWA:

The undersigned, acting as Incorporator of a corporation under the Iowa Nonprofit Corporation Act, Chapter 504 of the Code of Iowa (2011), adopts the following Articles of Incorporation for such Corporation:

ARTICLE I. NAME

The name of the Corporation is Brookview Pointe Region III Association, Inc.

ARTICLE II. CORPORATE EXISTENCE

The corporate existence of this Corporation shall begin on the date these Articles of Incorporation are filed in the Office of the Iowa Secretary of State and shall continue perpetually thereafter unless dissolved as provided by law.

ARTICLE III. PURPOSES AND POWERS

The Corporation is organized exclusively as a Homeowners Association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended. The primary purpose of the Corporation is to operate a Homeowners Association for a development region within Brookview Pointe Condominiums known as Region III, in the City of West Des Moines, Dallas County, Iowa.

As a means of accomplishing the foregoing purposes, the Corporation shall have all of the general powers set forth in Chapter 504 of the Code of Iowa (2011), and as it may hereafter be amended. These general powers shall be exercised exclusively for the attainment of the purposes of the Corporation as set forth in this Article.

ARTICLE IV. NO PRIVATE INUREMENT

No part of the net earnings shall inure to the benefit of any Director or Officer of the Corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes). No Director or Officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

ARTICLE V. DISSOLUTION PROVISIONS

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of the remaining assets of the Corporation exclusively for the purpose(s) of the Corporation set forth in Article III hereof in such a manner or to such organization or organizations operated exclusively as charitable organizations as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said District Court shall determine which are organized exclusively for such designated purpose(s).

ARTICLE VI. INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of its initial registered office in the State of Iowa is 4201 Westown Parkway, Suite 250, West Des Moines, Iowa 50266-6720 and the name of its initial registered agent at such address is D. Mark Marcouiller.

ARTICLE VII. INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is two (2). As provided in the Bylaws, the initial board of Directors shall serve until the regular Board of Directors consisting of five (5) persons is elected. The initial Board of Directors shall adopt the Bylaws of the Corporation, and any subsequent amendment to the Bylaws shall be adopted by the Board of Directors. The names and addresses of the persons who are to serve as the initial Directors are:

<u>Name</u>	<u>Address</u>
Robert Boesen	475 Alice's Road Waukee, IA 50263
D. Mark Marcouiller	4201 Westown Parkway, #250 West Des Moines, IA 50266

ARTICLE VIII. MEMBERS

The Corporation shall have Members. Each residential unit owner in Building No. 3000 in the Brookview Pointe Condominium project shall automatically be members of this Corporation. The rights of each Member shall be forth in the Bylaws and the Restated and Substituted Declaration of Submission.

ARTICLE IX. EXEMPTION OF PRIVATE PROPERTY

Consistent with Iowa Chapter 504 (2011), the private property of the directors, officers, employees and members of the corporation shall be exempt from all debts, obligations and liabilities of the Corporation of any kind whatsoever and directors, officers, members and other volunteers of this Corporation shall not be personally liable in that capacity, for a claim based upon an act or omission of the person performed in the discharge of the person's duties, except for a breach of the duty of loyalty to the Corporation, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit. If Iowa law is hereafter changed to mandate or permit further elimination or limitation of the liability of the Corporation's directors, officers, employees, members and volunteers, then the liability of the Corporation's directors, officers, employees, members and volunteers shall be eliminated or limited to the full extent then permitted.

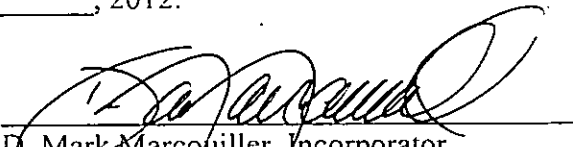
ARTICLE X. INCORPORATOR

The name and address of the Incorporator is D. Mark Marcouiller, 4201 Westown Parkway, Suite 250, West Des Moines, Iowa 50266-6720.

ARTICLE XI. AMENDMENTS

These Articles of Incorporation may be amended at anytime and from time to time as provided in the Bylaws or as provided by the Code of Iowa, but no amendment shall be adopted which deprives the Corporation of tax exempt status under the Internal Revenue Code of 1986, as amended.


Dated the 26th day of JULY, 2012.



D. Mark Marcouiller, Incorporator

STATE OF IOWA)
)ss.
COUNTY OF POLK)

On this 26th day of July, 2012, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared D. Mark Marcouiller, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.


Notary Public in and for the State Of Iowa



BYLAWS
OF
BROOKVIEW POINTE REGION III ASSOCIATION, INC.

ARTICLE I. PURPOSES

Brookview Pointe Region III Association, Inc. (hereinafter called the "Association") will conduct its activities to promote the purposes for which it was organized as set forth in Articles III of the Articles of Incorporation. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Bylaws, the Association shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 528 of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue law).

ARTICLE II. OFFICES

Section 2.1 Principal Office. The principal office of the Association in the State of Iowa shall initially be located in the City of Waukee, Dallas County, Iowa. The Association may have such other offices, either within or without the State of Iowa as the Board of Directors may designate or as the business of the Association may require from time to time.

Section 2.2 Registered Office. The registered office of the Association in the State of Iowa may be, but need not be, identical with the principal office in the State of Iowa, and the address of the registered office may be changed from time to time by the Board of Directors. The initial registered office of the Association is 4201 Westown Parkway, Suite 250, West Des Moines, Iowa 50266-6720.

ARTICLE III. MEMBERSHIP

Section 3.1 Members. Every owner of a Residential Unit in Building No. 3000 in Brookview Pointe Condominiums shall be a Member of the Association. When more than one person holds an interest in any Unit, one of said persons shall be the designated voting Member. Membership shall be appurtenant to and may not be separated from ownership of any Residential Unit that is subject to assessment as set forth in the Restated and Substituted Declaration of Submission. Ownership of a Residential Unit shall be the sole qualification for membership.

Section 3.2 Voting. The Owner(s) of each Residential Unit shall be entitled to one vote in the affairs of this Association. Whenever the Restated and Substituted Declaration of Submission refers to a vote of the "Ownership Units" or "Unit Owners", such reference means a vote of the "Residential Unit" owners being the Members of the Association. The vote for each Residential Unit shall be exercised as the owners of the Unit, among themselves, determine, but in no event shall more than one vote be cast with respect to any Residential Unit.

Section 3.3 Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment against the Member's Unit remains unpaid. The Association may suspend the voting rights of a Member for a period not to exceed sixty (60) days for an infraction of the Association's published rules and regulations.

Section 3.4 Annual Meeting. The annual meeting of the Members shall be held the month of January in each year, or as soon as possible thereafter, beginning with January 2013, for the purpose of electing the Board of Directors of the Association and for the transaction of such other business as may come before the meeting. If a quorum is not present for the election or transaction of business on the day designated for the annual meeting of the Members, the Members shall cause the annual meeting to be held at a special meeting of the Members as soon thereafter as it may conveniently be held.

Section 3.5 Special Meetings. Special meetings of the Members may be called by or at the request of the President or a majority of the Members upon the written demand, signed, dated and delivered to the Secretary. Such written demand shall state the purpose or purposes for which such meeting is to be called. The time, date and place of any special meeting shall be determined by the Board of Directors, or, at its direction, by the President.

Section 3.6 Notice of Meetings. Written notice stating the place, date and time of each annual meeting and special meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given no less than five (5) days and not more than fifty (50) days before the date of the meeting, delivered personally or mailed to each Member at his or her personal or business address. Such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid.

Section 3.7 Quorum. Fifty-one percent (51%) of the number of Members (Residential Unit Owners) shall constitute a quorum for the transaction of business at any meeting of the Members, but if less than the required quorum is present at a meeting, a majority of the Members present may adjourn the meeting without further notice. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the same quorum requirement. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. If a quorum is present, the affirmative vote of fifty-one (51%) of the Members in this Association shall be required to carry any action as the act of the Members.

Section 3.8 Presumption of Assent. A Member of the Association who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken unless the Member's dissent shall be entered in the minutes of the meeting or unless the Member has submitted written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.1 General Powers. The business and affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall manage the business and affairs of the Association in such a manner so as to comply with the meaning of the terms and limitations of the Articles of Incorporation, these Bylaws and the Restated and Substituted Declaration of Submission, so that such actions will not jeopardize the federal income tax exemption of this Association pursuant to the provisions of Section 528 of the Internal Revenue Code as now in force or as may be amended.

Section 4.2 Number, Tenure and Qualifications. As stated in the Articles of Incorporation, the initial Board of Directors of the Association shall consist of two (2) persons. As soon as a meeting of the Members may be organized for the purpose of electing a new Board of Directors, a new Board shall be elected consisting of five (5) Directors. The number of directors on the Board of Directors may be changed from time to time by vote of the Members of the Association. Elected Directors shall serve for a term of one (1) year commencing with appointment or until a successor shall have been appointed or elected and qualified.

Section 4.3 Appointment of Board Member. PBM Development Co., L.L.C. shall have the right to appoint one of the five Board Members, so long as it holds title to two (2) Residential Units within this Sub-Association region, or until it waives, in writing, its right to appoint said Director.

Section 4.4 Annual and Regular Meetings. An annual meeting of the Board of Directors shall be held without notice immediately after, and at the same place as the annual meeting of the Members for the purpose of organization, election of Officers and the transaction of other business. Regular meetings of the Board of Directors may be held at such time and place as the Board of Directors shall by resolution fix and determine from time to time without other notice than such resolution.

Section 4.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Iowa, as the place for holding any special meeting of the Board of Directors called by them.

Section 4.6 Notice. Notice of any special meeting shall be given not less than five (5) days and not more than fifty (50) days before the date on which the meeting is to be held, by written notice delivered personally or mailed to each Director at his/her personal or business address. Such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Except as otherwise provided in these Bylaws, neither the business to be transacted, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.7 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice. At all meetings of Directors, assuming a quorum is present, the act of the majority of the Directors shall be the act of the Board of Directors.

Section 4.8 Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless the dissent shall be entered in the minutes of the meeting or unless the Director submits a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 4.9 Action Without Meeting. Any action required to be taken at a meeting of the Directors, or any other action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. For purposes hereof, facsimile signatures shall be adequate to show consent.

Section 4.10 Resignation and Removal. Any Director may at anytime resign by serving written notice thereof on the remaining Directors. A Director may be subject to removal, with or without cause, at a meeting of the Members called for that purpose in the manner prescribed by law. A Director who misses more than three (3) consecutive board meetings will be subject to removal upon resolution by the Board of Directors.

Section 4.11 Vacancies. Any vacancy occurring in the Board of Directors and, to the extent permitted by law, any Directorship to be filled by reason of an increase in the number of Directors, may be filled by election by a majority of the then sitting Directors of the Association. A Director so elected shall serve the un-expired term of

his/her predecessor in office or the full term of such new Directorship, as the case may be.

Section 4.12 Compensation. Directors shall serve without compensation, except reasonable expenses may be paid.

ARTICLE V. OFFICERS

Section 5.1 Designation of Officers, Election and Term of Office. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. Any Two or more offices may be held by the same person. The Officers shall be elected annually at the annual meeting of the Board of Directors held after the annual meeting of the Members and each Officer shall hold office until a successor shall have been duly elected and qualified or upon death, resignation or removal.

Section 5.2 Management Company. The Board of Directors may, in its discretion, contract with a professional management company to manage the regular business and affairs of the Association and shall have such powers and duties as the Board of Directors shall specify at the expense of the Association.

Section 5.3 Resignation. Any Officer may at anytime resign by serving written notice thereof on the Board of Directors. Such resignation shall take effect upon receipt thereof or at any later time specified therein; and, unless otherwise specified therein, acceptance thereof shall not be necessary to make it effective.

Section 5.4 Removal. Any Officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any Officer holding the position of President, Vice President, Secretary or Treasurer will automatically be removed if the individual holding the subject office is no longer a Member.

Section 5.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the un-expired portion of the term.

Section 5.6 Salaries. The President, Vice President, Secretary and Treasurer shall serve without compensation except reasonable expenses may be paid. The Board of Directors may contract with a professional management company to carry out the functions of the President, Vice President, Secretary and Treasurer, in its discretion, and any expenses relating to said contract shall be the obligation of the Association. Further, to the extent deemed necessary by the Association, the Association may retain the services of the President, Vice President, Secretary and Treasurer other than in their capacity as such Officers and they may be compensated for services so rendered as the Board of Directors may from time to time deem appropriate.

ARTICLE VI. INDEMNIFICATION

Except for any prohibition against indemnification specifically set forth in these Bylaws or in the Iowa Nonprofit Corporation Act at the time indemnification is sought by any member, director, officer, employee, volunteer or agent of the Association, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative by reason of the fact that the person is or was a member, director officer, employee, volunteer or agent of the Association, or is or was serving at the request of the Association as a member, director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise (such serving as a member, director, officer, employee or agent of the Association or at the request of the Association referred to herein as "serving on behalf of or at the Association's request"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding if the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that person's conduct was unlawful.

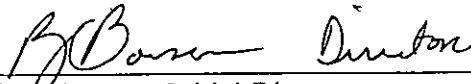
ARTICLE VII. SEAL

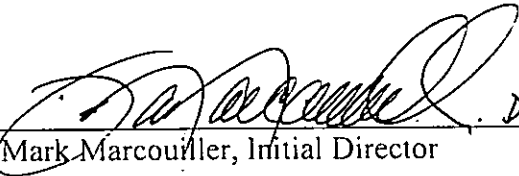
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Dated this 26th day of July, 2012.


Robert Boesen, Initial Director


D. Mark Marcouiller, Initial Director