The Greens at St. Andrews Management Association

Declaration And Bylaws

This document is assembled from the originals from Linn County, Iowa website. The photocopies of the text were converted to text by Optical Character Recognition (OCR) and cleaned up. If there are questions/conflicts, the document from the county website is the authoritative version. Indents are omitted in this document — its primary aim is to capture the text of the Declarations that include the Bylaws.

If you have version 2 of this document (marked v2 in the header with date 2025 July 31) please note it is missing the Bylaws section, which has been added to this document.

Note this document does not contain individual unit related matters or graphics of the plans etc., which are available from the county website. In case of any conflict between this document and what is available on the county website, the one from the county website should be considered the official version.

The document is in multiple parts:

1. Original Declarations filing from Nov 15, 1994
2. Exhibit I, the BYLAWS filed Oct 19,1995
3. Amendment from 2002, (16th, amended by the Condo Association)
4. Amendment from 2013 (17th, amended by the Condo Association)
5. Amendment from 2022 (18th, amended by the Condo Association)

(Other amendments deal with matters other than Declarations and by-laws)

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DECLARATION OF SUBMISSION OF PROPERTY

TO HORIZONTAL PROPERTY REGIME

FOR

THE GREENS AT ST. ANDREWS, A CONDOMINIUM

DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR THE GREENS AT ST. ANDREWS, CONDOMINIUM

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DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR **THE GREENS AT ST. ANDREWS, A CONDOMINIUM**

The undersigned, WELLS WEST DEVELOPMENT COMPANY, d/b/a AL WELLS HOMES, an Iowa corporation with its principal place of business in Cedar Rapids, Iowa, (referred to hereafter as "Developer") and ST. ANDREWS PARTNERSHIP, Cedar Rapids, Iowa (referred to hereafter as "St. Andrews"), hereby cause to be executed and hereby execute this instrument of declaration of submission of property to a horizontal property regime to be known as "The Greens at St. Andrews, A Condominium" (referred to hereafter as "Condominium"), all pursuant to Chapter 499B, Code of Iowa, entitled “Horizontal Property Act (Condominiums)" the same to take effect when filed for record in the office of the Recorder, Linn County, Iowa.

ARTICLE I

PURPOSES AND CERTAIN DEFINITIONS

1. Purpose. The purpose of this Declaration is to submit and convey the lands hereinafter described and the buildings and other improvements constructed or to be constructed thereon to the condominium form of ownership and use pursuant to Iowa law. Fifty-four (54) Units are proposed to be included in the horizontal property regime, all in accordance with the terms of this Declaration, provided, however, the number of Units may be reduced as provided in Article VI.

2. Definitions. The terms employed shall have the meanings given them in Chapter 499B, Code of Iowa, unless the context or the more particular provisions of any condominium document requires a different one. Certain terms are used as follows:

(a) Plural and Gender. All words or phrases shall be taken to include the singular or plural according to context and to include the female, male or neuter gender as may be applicable.

(b) Successors. Reference to Developer, St. Andrews, owner, or to any individual, entity or association shall include the respective successors, grantees and assigns thereof.

(c) Tense. Upon the effective date of this Declaration, use of the present tense shall include the future tense and use of the future tense shall include the past or present tense as may be applicable, particularly where the subject matter relates to completion of an improvement that has not been or already has been completed as the case may be.

(d) Unit. A Unit means generally an area defined by surfaces or planes that is capable of being owned as a separate parcel of real property under the Iowa Horizontal Property Act. Units are located in buildings that may contain one or more Units. This Declaration defines five Units (Units 1511, 1515, 1518, 1519, and 1523) that are capable of being owned as separate parcels of real estate and forty-nine (49) Proposed Units.

(e) Proposed Units. Proposed Units are Units that have not been identified and defined by this Declaration or amendments to this Declaration and by Exhibits attached hereto or attached to amendments of this Declaration. The Developer will from time to time file amendments to his Declaration to identify and define Proposed Units as Units.

(f) Condominium Documents and Property. This Declaration and all exhibits attached hereto, and supplements and amendments thereto, constitute the condominium documents. The terms "condominium property" or "the property" include all property, real, personal or mixed, including such as are sometimes referred to as "facilities" submitted now or hereafter to the regime, or owned by the Association if context requires, other than the sole personal property of Developer or any owner.

(g) **THE GREENS AT ST. ANDREWS MANAGEMENT ASSOCIATION, INC.** A non-profit corporation organized under Chapter 504A, Code of Iowa, to serve as the council of the owners of all Proposed Units and the Units submitted to this regime, sometimes referred to hereafter as the "Association."

(h) Bylaws. The Bylaws of THE GREENS AT ST. ANDREWS MANAGEMENT ASSOCIATION, INC.

ARTICLE II

DESCRIPTION OF LAND AND BUILDINGS; PRINCIPAL MATERIALS

1. Land. The land hereby conveyed and submitted to the Horizontal Property Regime is situated in Linn County, Iowa, and is legally described as follows:

Lot 1, St. Andrew's Sixth Addition to the City of Cedar Rapids, Iowa.

2. Plat and Site Plan. There is attached hereto, as Exhibit A and hereby made a part hereof, pursuant to Section 499B of the Code of Iowa, a plat of survey of land submitted to the Horizontal Property Regime. Exhibit A shows graphically the land submitted to the Horizontal Property Regime. There is attached hereto as Exhibit B-1 and hereby made a part hereof a site plan showing the location and dimensions of the Units hereby submitted to the Horizontal Property Regime. Exhibit B-1 further shows graphically the location, dimensions and area of certain common elements as they now exist.

3. Private Road; Access. Exhibit B-1 shows the location of Greens Way, N.E., Cedar Rapids, Iowa, a private drive that provides ingress to and egress from the land. Council Street, N.E., in Cedar Rapids, Iowa, is a public street which affords access to the drive and to other streets in Cedar Rapids, Iowa.

4. Particulars of Units 1511, 1515, 1518, 1519 and 1523. Unit 1518 is located in a single family home-style structure located as shown on Exhibit B-1. Unit 1518 consists of i) a main floor having a foyer, living room, den (or second bedroom), master bedroom, dining room, kitchen, breakfast area, laundry room, master bathroom, half bath, deck and two-car garage; and ii) a lower level consisting of unfinished space with stub-in for construction of a bathroom. The floor plan for Unit 1518 is shown on Exhibit C.

Units 1511, 1515, 1519 and 1523 are located in a four-plex style structure located as shown on Exhibit B-1. Unit 1511 and Unit 1523 are end Units located on the easterly and westerly ends of the structure, respectively. Unit 1511 and Unit 1523 each consists of a main level and a second floor. The main level of Unit 1511 and Unit 1523 each consists of a foyer, living room, master bedroom, dining room, kitchen, breakfast area, laundry area, one bathroom, one half bath, and a two-car garage. The second floor of Unit 1511 and Unit 1523 each consists of two bedrooms and a bathroom. Floor plans for Unit 1511 and Unit 1523 are shown on Exhibit C.

Unit 1515 and Unit 1519 are easterly and westerly interior Units, respectively. Unit 1515 and Unit 1519 each consists of a main level and a second floor. The main level of Unit 1515 and Unit 1519 each consists of a foyer, living room, dining room, kitchen, breakfast area, one half bath, and a two-car garage. The second floor of Unit 1515 and Unit 1519 each consists of a master bedroom, two additional bedrooms, a master bathroom, one additional bathroom and a laundry room. Floor plans for Unit 1515 and Unit 1519 are shown on Exhibit C.

5. Principal Materials. The principal materials of the buildings in which the Units described herein are located are as shown on Exhibit F.

ARTICLE III

EXHIBITS; IDENTIFICATION OF UNITS AND PROPOSED UNITS

1. Exhibits Attached: Units 1511, 1515, 1518, 1519, and 1523. The location of Units 1511, 1515, 1518, 1519 and 1523, the number of rooms, and the dimensions thereof and the area of the Units, the common area to which the Units have access are all shown and depicted by survey, plans and/or graphically insofar as possible by the Exhibits B and C.

2. Complete Plans and Certificate. There is also filed herewith, as Exhibit D, pursuant to Section 499B.6, Code of Iowa, a full and exact copy of the complete plans for Units 1511, 1515, 1518, 1519 and 1523. The certificate of Engineer with respect to Units 1511, 1515, 1518, 1519 and 1523 is attached hereto as Exhibit E.

3. Identification of Units and Proposed Units by Number. Each Unit is identified and described by a number assigned to it and set forth on the Exhibits. In addition, the Unit number of each Unit and the approximate area of each Unit are set forth on Exhibit G attached hereto. Exhibit G also sets forth the fractional interest of undivided ownership in the land and other common elements of the regime that is appurtenant to each Unit and each Proposed Unit. As amendments to this Declaration are filed to identify and define Proposed Units as Units, Exhibit G will be supplemented to provide information for such Units.

ARTICLE IV

DESCRIPTION/DEFINITION O ON ELEMENTS AND UNITS

The Condominium consists of Units and Proposed Units that are separate parcels of real estate individually owned by the owners thereof, and of common property (sometimes referred to as "common elements") that is owned in common by the owners of the respective

Units and Proposed Units. The common elements are either "general common elements" or "limited common elements" and the same, together with the Units and Proposed Units, are described and defined as follows:

1. General Common Elements. The general common elements are the land described in Article II and all improvements, devices or installations existing for the common use, except the Units, Proposed Units and such common elements as are specifically defined as limited common elements. The general common elements include, without being limited thereto, (i) the land, private roads, paths, all personalty required by the Association for its functions as the council of co-owners, all outside parking areas, common water system and meter therefor, common lighting system, (ii) all landscaping and plantings, sidewalks, outside lighting systems and fixtures that are not reserved as a limited common element for the use of a specific Unit, and (iii) all devices or installations existing for common use.

All general sewer, water, electrical, gas, telephone and other utility or service lines that are not reserved for the use of a particular Unit are general common elements. The general common elements shall include easements to Units for all such lines, wiring, ducts and the like above referred to for the furnishing of utility and other services or systems to the other Units and to the common property and easements of support in every portion of a Unit that contributes to the support of the improvements.

2. Limited Common Elements. The limited common elements include such common property that is reserved for the use of a particular Unit to the exclusion of other Units. The common property that is specified and determined to constitute a limited common element for the use of a Unit includes, but is not limited to, (i) all of the external and internal structural and non-structural elements of a Unit, including the foundations, basements, floors, exterior walls, ceilings, roofs, stairways, entrances and exits of a particular Unit, and (ii) all fixtures, attachments, machines, equipment, utility lines, service lines, driveways, sidewalks, landscaping, plantings and outside lighting systems and fixtures that pertain to the use of a particular Unit.

3. Units and Proposed Units. Each Unit and, when constructed, each Proposed Unit, shall consist of the area between the interior surfaces of its perimeter walls (including windows and sliding doors or windows, and including the interior surface of the exterior door(s)), and between the lower surface of the ceiling and the upper surface of the concrete slab or the floor. In all cases, a Unit, and a Proposed Unit when constructed, shall include and be defined by the surfaces referred to and shall include any non-load bearing partitions within.

ARTICLE V

FRACTIONAL INTEREST OF EACH UNIT IN THE COMMON ELEMENTS; VOTING RIGHTS

1. Fraction of Ownership Interest; Voting Rights. The owner of each Unit and the owner of each Proposed Unit shall own as an appurtenance to each Unit or Proposed Unit, as the case may be, an undivided one-fifty fourth (1/54) interest in the lands and other common elements of the regime, both limited and general. Such interest shall be the same in both the limited common elements and the general common elements, notwithstanding any exclusive right of use of any limited common element which may be appurtenant to a particular. The amount of ownership interest appurtenant to each Unit and Proposed Unit is set forth in Exhibit G attached hereto. The fractional interest may be changed as provided in Article VI.

2. Voting Rights. The total number of votes outstanding and entitled to be cast by owners is fifty-four (54), which is equal to the number of Units and Proposed Units. The total number of Units may be decreased as provided in Article VI. The owner or owners, collectively, of each Unit and each Proposed Unit, as such and as an Association member (if applicable) shall be entitled to cast one (1) vote for each Unit and each Proposed Unit.

ARTICLE VI

DEVELOPER'S RESERVED RIGHTS AND POWERS

1. Developer's Activities and Unit and Proposed Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision of the condominium documents to the contrary, to sell, lease, or rent Units and Proposed Units without restriction of any kind. Developer shall have the right to transact on the condominium property any business relating to construction, sale, lease or rental of Units or Proposed Units, 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 Units and Proposed Units. A sales and rental office, signs and all items and equipment pertaining to sales or rentals or other facilities furnished by the Developer shall not be considered common elements and shall remain the Developer's separate property. Until Developer or St. Andrews conveys title, Developer or St. Andrews shall be and remain the owner of all Units and Proposed Units, all under the same terms and conditions as other owners including membership in the Association save for this right to sell, rent, or lease. Proposed Units shall not be subject to assessment. Units that have been built and properly described by the filing of an amendment to this Declaration and that are owned by the Developer or St. Andrews shall only be subject to assessment and lien for "current expenses" of the Association as distinguished from assessments for "reserves" or "emergencies" as referred to in the Bylaws of the Association, and Developer or St. Andrews shall furthermore have the option of either paying such current expense assessment on unsold Units, or, in lieu thereof, to make up any deficiencies existing in the current operational and maintenance expenses of the regime. If Developer or St. Andrews makes up such deficiencies, the lien of any assessments against such Units shall thereby be automatically discharged but the Association upon request shall satisfy or release such lien in writing.

2. Construction of Units 1511, 1515, 1518, 1519 and 1523. The construction of Units 1511, 1515, 1518, 1519 and 1523 shall be in accordance with the terms of this Declaration and the plans and exhibits attached hereto, except Developer reserves the right on its own initiative or pursuant to agreement with the purchaser of a particular Unit, or at the instance of mortgagees, any insurance carrier, the architect, or the public authorities to make or authorize variations therefrom or adjustments of an insubstantial character that are not meaningfully prejudicial to the rights of owners and do not materially affect such rights or the value of a Unit, which variations or adjustments are permitted without the necessity of consent by other owners and shall not constitute an amendment of this Declaration. Variations that do materially affect such rights or value shall be limited to a change in the location of the Unit or a reduction by more than ten percent (10%) in size, physical layout or design of a Unit, except that slight deviations required by construction or arising from the installation of the walls and/or Partitions, changes in the location or design of a non-load bearing partition, closet or other feature within a Unit, and slight variations in the location of the Unit that an accurate survey would show are permitted and the right to make the same reserved by Developer.

3. Construction of Proposed Units. Developer presently plans to construct each of the Proposed Units and reserves the right to do so, but Developer does not have an obligation to construct any or all of the Proposed Units. The Developer may, in its sole discretion, construct one or more of the Proposed Units and any additional improvements including, without limitation, roads, drives, sidewalks and landscaping, that may be associated with the construction of the Proposed Units. The Developer may at any time, and from time to time, file amendments to this Declaration in order to fully describe one or more of the Proposed Units as Units. When an amendment defining and describing Units is filed, the number of Proposed Units shall be reduced by the number of Units defined and described in such amendment. Such amendments shall be effective when signed by the Developer and recorded in the office of the Linn County, iowa, Recorder. The Developer is not limited as to the number of times the Declaration may be amended to show the addition of Units that are currently designated as Proposed Units.

4. Termination of Developer's Rights/Voting Rights/Reduction of Fractional Interest. On December 31, 2014, Developer's right to develop Units and Proposed Units shall terminate with respect to all Units and Proposed Units that have not been built. Until such time, Developer shall be entitled to cast one (1) vote for each Unit and each Proposed Unit owned by the Developer or St. Andrews.

If Developer's right to construct Units and Proposed Units terminates as provided herein, then the fractional interest in the common elements appurtenant to each unbuilt Unit or Proposed Unit shall terminate, and the fractional interest in the common elements appurtenant to each existing Unit shall be changed to a fraction which has one (1) as its numerator and the total number of Units as its denominator.

5. Designation of Association Directors. Developer shall have the right to nominate or appoint all of the members of the Board of the Association, who need not be owners of Units or Proposed Units, until the annual meeting of the members of the Association in 1996 or until the annual meeting or any prior special meeting, if at such prior special meeting Developer elects to relinquish to the Owners Association the right to elect such Board of Directors. If Developer does not exercise its right to nominate or appoint the members of the Board, the Owners Association shall elect the Directors.

6. Additional Improvements. At any time prior to December 31, 2014, Developer may, in its sole discretion, construct improvements on the real estate described in Article II, which improvements shall be in addition to the private drives, Units and Proposed Units contemplated by this Declaration. Such improvements may include, without limitation, tennis courts, a swimming pool or similar recreational facilities, or additional drives or parking facilities. Such improvements shall be for the benefit of the owners of Units and Proposed Units and shall be general common elements. Developer shall have no obligation to construct any additional improvements. If Developer constructs such additional improvements, Developer shall file such amendments to this Declaration as are necessary to fully describe the improvements.

7. Assignment of Developer's Rights. Developer may assign its rights and powers under this Declaration, in whole or in part, without the consent of the owners of Units and Proposed Units or the Owners Association.

ARTICLE VII

APPURTENANCES TO UNITS AND PROOSED UNITS AND TRANSFER THEREOF; SUBDIVISION

1. Appurtenances. The ownership of each Unit and each Proposed Unit (whether defined and described herein or by amendment hereto and whether built now or in the future) shall include all of the appurtenances thereto, including, but not limited to, the following:

(a) Fractional Interest of Ownership of Common Elements and Funds; Liabilities for Expenses. There shall be appurtenant to each Unit and each Proposed Unit and the ownership thereof an undivided fractional interest of ownership in or liability for (1) the general common elements, (2) the limited common elements, (3) the funds and surplus, if any, of the Association, and (4) except as otherwise specifically provided in this Declaration, the common expenses and liabilities of the Association. Such undivided fractional interest of ownership or liability shall be identical as to each of the four aspects thereof above named, and the amount of such fractional interest or liability shall be the fraction (as may be adjusted as provided in this Declaration) fixed pursuant to Article V as set forth in Exhibit G.

(b) Encroachment Easements. If any portion of the common elements encroaches upon any Unit or any other portion of the common elements, or if any Unit encroaches upon any other Unit or upon any portion of the common elements upon completion of construction, or if any of such encroachments shall occur thereafter as a result of shifting or settling of a building or from alteration, repair or improvement to the common elements and/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 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 buildings, common elements, Units and Proposed Units exist.

(c) Cross Easements. The appurtenances shall include, so long as the common elements and Units exist, easements from the owner of each Unit and each Proposed Unit to the owner of each other Unit or Proposed Unit and to the Association and from the Association to the owners of Units and Proposed Units as required as follows:

(i) Ingress, Egress and Maintenance. Easements are reserved for ingress and egress through the common areas for access to the Units and Proposed Units and through the common areas and the Units for purposes of maintenance, repair, replacement or reconstruction of each as authorized;

(ii) Support. Every portion of a Unit contributing to the support of a building is burdened with an easement of support for the benefit of all other Units

and common elements in or of the building;

(iii) Utility and Other Services. Easements are reserved through the Units and common elements for conduits, ducts, plumbing, wiring, piping and other facilities for the furnishing of utility or other services and facilities to the other Units and common areas, provided such easements through a Unit shall be only according to the plans and specifications for a building as and if varied during construction as herein permitted unless otherwise agreed by the Unit owner.

(d) Possession and Use of Unit, Including Air Space. In addition to the fee simple ownership of a Unit, there shall be as an appurtenance thereto an exclusive easement for the possession and use of the air or raom space within the Unit and to the limited common elements of that Unit as the same exists from time to time or as altered or reconstructed from time to time subject to necessary and authorized easements for maintenance, repair and the like; which appurtenance shall be terminated automatically in the event of termination of the regime.

2. Assignment or Transfer of Appurtenances; Severance. The ownership of each Unit and each Proposed Unit shall include and there shall pass and be transferred in the event of any transfer of ownership of such Unit or Proposed Unit as a parcel of realty or of any owner's right, title or interest therein, whether by deed, mortgage, by other instrument, or otherwise than by an instrument, all of the appurtenances thereto whether enumerated and separately described or not; and no part of the appurtenant interest of any Unit or Proposed Unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other distribution of the Unit or Proposed Unit itself or of all Units and Proposed Units in the regime.

3. Subdivision. No Unit or Proposed Unit shall be subdivided.

4. Liens. Taxes, assessments, judgments and any other matter against a the owner of a Unit or Proposed Unit that may give rise to a lien shall be a lien only against the owner's Unit or Proposed Unit and not against any other Unit or Proposed Unit or the common elements.

ARTICLE VIII

MANAGEMENT OF THE REGIME

1. Council of Co-Owners: Membership, Vote or Other Action of Owners. The business and affairs of the regime shall be governed and managed by the Association, a non-profit membership corporation organized and existing under Chapter 504A, Code of Iowa, which corporation is and shall constitute the council of the co-owners of the Units and Proposed Units and common elements submitted to the regime, all as provided by Section 499 B.2(3), Code of Iowa. Copies of its Articles of Incorporation and its Bylaws are attached hereto as Exhibits H and I. All owners of Units and Proposed Units shall automatically be members of the Association, and membership in the Association shall automatically cease upon termination of such ownership interest. Whenever a vote or other action of owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association and the Bylaws.

2. Agreements and Compliance. All owners, tenants, families, guests and

other persons using or occupying the regime shall be bound by and strictly comply with the provisions of the Bylaws of the Association and applicable provisions of the other condominium documents, and all rules and regulations and all agreements and determinations lawfully made by the Association and its directors, officers, or agents shall be binding on all such owners and/or other persons. A failure to comply with the Bylaws or the provisions of the other condominium documents or any agreements 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, and the employment of one such remedy shall not constitute the waiver of any other.

3. Included Powers; Foreclosure of Lien, Waiver of Partition. Each owner of a Unit or a Proposed Unit agrees that the Association has and shall exercise all powers, rights and authority granted unto it by Chapters 5044 and 499B, Code of Iowa, and such as are more particularly set forth in the condominium documents, including the making of assessments chargeable to owners and a lien on Units for any common expenses, and the right to foreclose the lien thereof and acquire a Unit at foreclosure sale and to hold, lease, mortgage or convey the same, but such acquisition shall be on behalf of all Unit owners, all of whom, however, shall be deemed to have waived all rights of partition with respect thereto.

4. No Avoidance by Waiver of Use; Right of Entry. The liability of an owner for all assessments made by the 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. Except in the event of an emergency, the Association shall have the right exercisable at reasonable hours to enter a Unit as may be necessary or advisable to exercise its rights or responsibilities. In the event of an emergency the Association shall have the right to enter a Unit at any time as may be necessary or advisable to exercise its rights or responsibilities.

5. Management Contract. Pursuant to authority granted in its Bylaws the Association may enter into a contract for professional management of its affairs, and the management fee and other obligations thereof or of any subsequent management contract shall be a common expense.

6. Association as Attorney-in-Fact for Owners. The Association is hereby irrevocably appointed attorney-in-fact for the Owners of each and every Unit and Proposed Unit to manage, control and deal with the interest of such Owners in the common elements so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, to deal with the regime upon its destruction or obsolescence as hereinafter provided, and to deal with and handle insurance and insurance proceeds and condemnation and condemnation awards as hereinafter provided. The acceptance by any person or entity of any interest in any Unit or Proposed Unit shall constitute an appointment of the Association as an attorney-in-fact as provided above.

7. Subordination of Assessment Liens. If any Unit or Proposed 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 Mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the time 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 time of the foreclosure or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the foreclosure or deed given in lieu of foreclosure. All assessment liens as shall have come due up to foreclosure or the

acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting owner personally.

ARTICLE IX

MAINTENANCE, ALTERATION AND IMPROVEMENTS

1. Terms. Although the use of one shall not be deemed to exclude the applicability of another unless specifically so stated or required by the context, certain terms not susceptible to precise delineation are employed in the Article as follows: "Maintenance" is used generally to include repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary to maintain the condominium property in the same condition as when constructed and completed by Developer; “alteration” relates to changes from such state other than maintenance; "improvement" as distinguished from alteration relates generally to the addition of new and different structures, elements or facilities other than those referred to in this Declaration. The provisions of this Article are applicable where the work done or required is not caused by a specific casualty or event and shall also apply in the event of maintenance, alteration or improvement necessitated by a specific casualty or event unless different provision is specifically made in the condominium documents dealing with such contingencies.

2. Maintenance by Association.

(a) All common elements and facilities, limited or general, shall be maintained by the Association as a common expense unless responsibility is otherwise imposed on the Unit owner by paragraph 3 of this Article or otherwise.

(b) Incidental damage caused to a Unit through maintenance by the Association shall be repaired by the Association as common expense.

(c) The Association shall determine from time to time what maintenance may be required with respect to a particular Unit or Units. If a Unit owner defaults in his responsibilities of maintenance, the Association shall assume the same and perform the maintenance as a common expense and levy a special assessment against the Unit and against the Unit Owner, collectible as other assessments.

(d) The Association shall arrange for all required snow removal, including removal from all sidewalks and driveways, to be paid for as a common expense. Likewise, the Association shall arrange for all lawn care and maintenance, to be paid for as a common expense.

3. Maintenance by Owner.

(a) It shall be the responsibility of each Unit owner after the Developer or St. Andrews has deeded the Unit to the owner, at the Owner’s expense, to provide all maintenance of and within the Owner's Unit as defined by Article IV, paragraph 3, including maintenance of all limited common elements reserved to the use of the Unit as provided in Article IV, paragraph 2.

(b) The Unit Owner shall maintain at such Owner's own expense any improvements or alterations subsequently added by such Owner.

(c) The Owner shall perform all maintenance required to be performed by the Owner without disturbing the rights of other Unit Owners.

4. Responsibility of Owner; Insurance Proceeds. The Owner of a Unit shall be responsible and liable for the expense of any maintenance rendered necessary by the Owner's act, neglect or carelessness or that of the Owner's family, guests, employees, agents or lessees, which liability shall include any increase in insurance rates occasioned thereby, provided this requirement shall not preclude the proceeds of insurance maintained by the Association or any Owner from being applied to discharge such expense, in whole or in part; provided further, nothing herein stated shall be construed to modify subrogation rights of or any modification thereof by insurance companies.

5. Maintenance Involving More Than One Unit. If maintenance is required involving more than one Unit, the Association, in order to provide centralized direction, may assume responsibility therefor and provide for the same, in whole or in part, as a common expense assessable to the owners of the Units involved.

6. Alteration or Improvements by Unit Owner. No Unit Owner shall make any alteration of or improvement to a Unit or to any of the common elements or remove any portion thereof without approval of the Board of Directors of the Association as to the proper insurance of such alterations or improvements under any master insurance policy purchased by the Association or by an insurance policy purchased by the Owner and as to arrangements for bearing the expense of such insurance. In addition, no alteration or improvement to a Unit shall be made unless the Board of Directors shall approve the design and safety thereof and no work by an Owner is permitted that will jeopardize the soundness of a building or impair any easement. Any alteration or improvement of a Unit shall neither increase nor decrease the fractional interest in the common elements appurtenant to that Unit.

7. Alteration or Improvement by the Association or All Owners. Except as provided in Article VI and in Paragraph 6 above for alteration or improvement of a Unit, there shall be no alteration of a building or other common elements, or further improvements added to the lands or other common elements, without the approval of Owners of Units and Proposed Units entitled to cast not less than eighty percent (80%) of the total number of votes outstanding and entitled to be cast. Such vote may be taken in the form of a referendum ballot or at a membership meeting as provided in the Bylaws. Bids for such alteration or improvement shall be taken and the cost accurately estimated before such vote is conducted. No alteration or improvement pursuant to this paragraph shall alter the fractional interest appurtenant to each Unit and Proposed Unit in the common elements and such interest shall remain as before, irrespective of whether the Owner voted in favor of or against the alteration or improvement.

ARTICLE X

CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE AND ENJOYMENT

The ownership, use, occupation and enjoyment of each Unit and of its

appurtenances and of the common elements of the regime shall be subject to covenants, conditions, easements, or other encumbrances of record and to the provisions of the Bylaws and Articles of incorporation of the Association and of this Declaration, all of which provisions, irrespective of where set forth or classified as such, shall with equal status constitute such a covenant, condition, restriction, and requirement as shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on and enforceable against all Units and the Owners thereof and their respective assigns, lessees, tenants, occupants, and successors in interest. The following particular covenants, conditions, restrictions and requirements are hereby noted and set forth:

1. Conveyance/Mortgage/Lease. No Owner of a Unit shall convey, mortgage or lease such Unit unless and until all sums due the Association by way of assessment of any kind or other charge and whether evidenced by recorded liens or not are currently paid and not delinquent and in the event of delinquency the grantee, mortgagee or lessee, if notified thereof before paying or disbursing to the Owner, shall apply the proceeds of such transaction first to payment of the delinquent amounts before payment of any of same to the Owner. The Association shall in any event issue a written statement under signature of an officer or management contractor to such grantee, mortgagee or lessee verifying the status of all assessments or charges affecting the Unit, which statement, if to the effect that there are no delinquencies or upon payment of delinquencies as shown thereon, shall constitute conclusive evidence of compliance with this paragraph.

2. Exterior Facade. No Unit Owner may paint or in any manner decorate the exterior facade of the walls or add or connect equipment, structures or facilities thereto or erect any For Sale or other sign or otherwise disturb or affect the same without complying with the Condominium documents and without the prior consent of the Board of Directors.

3. Parking/Vehicles. The Association, acting through its Board of Directors, shall have the right to designate and control the manner of use of the outside parking spaces and to reserve a space or spaces for service purposes and to otherwise permit or prohibit the use of any such space or spaces by a particular Owner and family, including their guests or invitees. Vehicles cannot be stored on limited or general common elements for more than twenty-four (24) continuous hours, and no recreational vehicles, motorcycles, disabled motor vehicles, boats, campers or similar vehicles can be parked on limited or general common elements. Except when a garage door is open to permit the ingress or egress of a vehicle, garage doors must remain closed.

4. Activity Affecting Insurance. The Owner of each Unit covenants and agrees not to engage in or permit any activity or condition as would cause a termination of or increase the premium for insurance carried by the Association or by any Owner.

5. Animals/Refuse/Compliance. No animal pens, sheds, fences or other outbuilding or structure of any kind shall be erected by a Unit Owner. No activity is allowed that unduly interferes with the peaceful possession and the proper use of the property by its owners. No fire hazard or unsightly accumulation of refuse is allowed. All laws, ordinances and the regulations of governmental bodies shall be observed by the Owners and the Association.

6. Repair, Maintenance and Reconstruction. Each Unit Owner covenants and agrees with all other Unit Owners to repair and maintain, rebuild and reconstruct that Owner's own Unit and keep the same in good repair for the benefit of all such other Owners, as may be required and applicable, and to pay separately metered utility expenses and assessments that are billed to such Unit.

7. Liens. A Unit Owner shall give notice to the Association of every lien against that Owner's Unit other than permitted mortgages, taxes and Association assessments, and of any suit or other proceeding which may affect the title to that Owner's Unit within ten (10) days after the lien attaches or the Owner receives notice of such suit.

8. Additional Rules, Restrictions and Regulations. The Association, acting through its Board of Directors, shall have power to adopt and enforce all reasonable rules, restrictions and regulations relating to the use, occupancy and enjoyment of the condominium property, and without limiting the scope of the Board's authority, the following in particular shall govern: The Board (a) may approve temporary structures, the same being otherwise prohibited, (b) may regulate or prohibit the ownership and use of pets, motorcycles or other power driven equipment, (c) may prohibit the use of flags, banners and grills on a patio, deck or balcony and (d) may permit the enclosure of a balcony, deck or patio area, the same being an alteration or improvement otherwise not permissible without approval by the Board of Directors.

9. Use of Unit/Leases/Liability. Units shall be used and occupied for single family dwelling purposes only. A Unit may be rented or leased by the Owner, provided the entire Unit is rented, the occupancy is only by the lessee and his family, and the lease is in writing and copy thereof is filed with the Association prior to possession. No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the condominium documents. The term "lease" as used herein shall include any form of occupancy, whether technically a lease or tenancy and whether for consideration or not. Ownership of a Unit by a corporation or a trust is permitted, but no individual shall be allowed to occupy or use such a Unit, except pursuant to a written lease complying herewith. An Owner shall be liable to the Association and other Owners, as the case may be, for damage to common elements or property of other Owners.

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

11. Additional Regulations. In addition to all of the foregoing provisions, the use of a Unit and the common elements shall be in accordance with and subject to the following provisions:

(a) An Owner has the right to decorate windows in that Owner's Unit, however, this right is limited to the extent that only drapes, curtains, sheers, and shutters may be used that must be lined so that they appear white from the outside of the building. Nothing shall be hung between the interior surface of the window and the drapes, curtains, sheers or shutters used.

(b) Dogs, cats or customary household birds may be kept on the property, not to exceed one of each type (e.g. dog, cat, bird) with the total not to exceed two, subject to this paragraph and subject to the Board of Director's right to limit and restrict pets. Each owner who keeps a dog on the property shall deposit with the Owners Association the sum of Five Hundred Dollars ($500.00) for each dog. Upon the receipt by the Owners Association from the owners of two different Units of written

complaints concerning a dog kept by any owner, the Board of Directors may take such action as it deems necessary to remedy the complaint, including, without limitation, the removal of the dog or the forfeiture of the deposit referred to above. No wild animal, reptile or bird may be trapped, transported, kept, or maintained anywhere on the property. All allowable pets shall be kept and housed inside the Owner's Unit, and no pet may be kept which abnormally interferes with the rights, comforts or convenience of other Owners. Breeding of any animals on the property is specifically prohibited. All pets must be kept on a leash when outside the Owner's Unit. Each Owner shall have the individual responsibility for any clean up required as a result of the ownership of such pet.

(c) Each Unit Owner shall deposit with the Association if required by it a key to the Unit, and consents that in the case of any emergency originating in or threatening any Unit, the Board of Directors of the Association or any person authorized by it may enter the Unit for the purpose of remedying or abating such emergency whether the Owner is present or not.

(d) No noxious or offensive activity shall be carried on in any Unit, and nothing shall be done or be permitted to remain in any Unit that may be or become a nuisance or annoyance to Owners and/or other occupants, and shall exercise extreme care not to disturb other Owners or occupants with excessive noise.

(e) There shall be no obstruction of and nothing shall be stored upon any common elements, other than internal limited common elements reserved to the use of a specific Unit, without the approval of the Association.

(f) 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 Association.

(g) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used materials, or trash of any other kind shall be permitted within any Unit or be permitted to remain in public view.

(h) 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 a building.

(i) Nothing shall be altered in, constructed in, or removed from the common elements, except upon written consent of the board of Directors of the Association which may be given through regulations of the Association, and further provided that any holder of a first mortgage which acquires possession of a Unit by foreclosure or by deed in lieu of foreclosure shall have the right to post signs for the sale or rental of such Unit until such Unit is sold or a rental agreement is entered into.

(j) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the Unit Owners.

(k) Agents of or contractors hired by the Association may enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owners as practicable.

(l) Each Unit occupant shall keep that Owner's Unit and limited common elements to which such Owner has sole access in a good state of repair, presentation and cleanliness.

(m) No hunting, target practice, discharge of firearms, or disturbance of the natural state of the property, including the removal of living trees, plants, shrubs, bushes, grass, or top soil, damage to any of the foregoing is permitted without the prior consent in writing of the Board of Directors.

ARTICLE XI

RIGHT OF FIRST REFUSAL

1. Right of First Refusal. In order to secure a community of congenial residents and thus protect the value of the Units, and in recognition of the limitations on the power of the Association to discipline or otherwise control negative conduct or habits of Owners or occupants detrimental to the value of the regime, no Owner other than the Developer or St. Andrews may dispose of a Unit or any interest therein by sale (including exchange or transfer of any kind), lease (including, without limitation, sublease or assignment of lease), gift including conveyance in joint tenancy with rights of survivorship except to an Owner's spouse or to another Unit Owner, or occupation in the event of acquisition by inheritance or devise of any Unit (including any undivided interest therein), so long as the regime exists in useful condition unless the Association has declined to exercise a right of first refusal with respect to the proposed transaction pursuant to the following:

(a) Notice. A Unit Owner intending to make a bona fide sale, lease, or gift of that Owner's Unit or any interest therein shall give written notice to the Association of such intention, together with the name and address of the proposed purchaser, lessee, or transferee, together with financial and character references and such other information as the Association may require. In order to be bona fide for purposes of this provision, any agreement for sale or lease shall be in writing, binding upon the parties thereto and not subject to any contingencies other than approval of title and the contingency of said right of first refusal, accompanied by earnest money deposit of at least ten percent (10%) of the purchase price or two (2) months' rent, as the case may be, and shall provide for a closing and/or possession date not less than thirty (30) days after the Association exercises its right of first refusal in the event the Association does elect to exercise such rights.

(b) Election. Within fifteen (15) days after the giving of such notice, the

Association, if it so determines, shall exercise its option and right to purchase or lease the Unit according to the terms submitted. If the Association elects to exercise its right, it shall notify the owner in writing to such effect and the date of giving of such notice to the owner shall be the date of election for the purposes hereof and such notice of election shall be accompanied by the written agreement of the Association to perform the terms of the agreement of sale or lease. In the event of such exercise of its right of first refusal by the Association, the original transaction as proposed shall be nullified and no modification er adjustment thereof shall be of any force and effect without once again giving notice to the Association as herein required, provided in no event shall the agreement of sale or proposed lease be binding on the Association unless the owner within ten (10) days after the giving by the Association of notice of its election to exercise its right of first refusal shall ratify the transaction with the Association by entering into a written agreement of sale or lease and, if the Owner fails to do so, the Unit shall again not be subject to lease or sale except by compliance with these provisions.

(c) Failure to Exercise. If the Association fails to exercise its right of first refusal within the time specified, the Owner may consummate the proposed transaction with the party as designated to the Association according to the terms of the notice, but may not enter into a similar transaction with any other party or consummate the proposed transaction upon any different terms without again giving notice as herein required.

(d) Gift. If the Owner of a Unit proposes to make a transfer of such Unit by gift, including joint tenancy, notice thereof shall be given to the Association in the same manner as required in the event of sale or lease, and the Association shall have the same period within which to exercise its right of first refusal and to give notice of such exercise, all of which shall be done by both parties in the same manner, except that in such event the Association in connection with its notice of exercise of its right of first refusal shall agree in writing to purchase the Unit or the interest therein subject to gift or joint tenancy at the then market value payable in cash within thirty (30) days after such notice of exercise is given. In such cases the Unit Owner shall in like manner, within ten (10) days after the giving of such notice of exercise, agree to and ratify in writing such purchase, and failing such ratification, or in the event such purchase is for any reason not consummated, the Unit or interest therein shall not be transferred by gift without again complying with these provisions and all other applicable provisions of this Declaration and the Bylaws of the Association.

“Market value" as used herein shall be the value agreed upon by the Association and the Owner, except if the parties cannot agree, then market value shall be at the price at which three competent appraisers, one selected by the Association, one selected by the Owner and one selected by the appraisers so selected, fix. The cost and expenses of the appraisers so selected shall be borne equally by the Association and the Owner.

(e) Death. In the event of the death of an Owner of a Unit, such Owner's heir, devisee, surviving joint tenant unless the spouse of decedent or another Unit Owner, and the personal representative of the decedent shall be bound by these provisions, and in the event such heir, devisee, or surviving joint tenant desires to personally occupy the Unit and retain ownership thereof, the Association shall have the right of first refusal in the same manner. Prior to assuming occupancy, such person shall give notice to the Association and the Association shall exercise its right in the same manner and with the same procedures and consequences thereafter and under the same terms as if the transaction were one of gift, except that notice shall be given by and to, and any agreement by the Association to purchase shall be made with, the person desiring to occupy the Unit as such heir, devisee, or surviving joint tenant. In the event of failure to exercise such right with respect to decedent transactions and gift transactions, the proposed gift or the proposed occupancy shall be consummated under the terms of the notice given to the Association, but in no other manner.

(f) Notice; Failure to Ratify. The written notices herein required shall be given be registered mail, certified mail or personal delivery and the date of such mailing or delivery shall be the date of the giving of notice as herein required. Notice by mail may be validly given to any Owner at his last known address, and to any proposed transferee, joint tenant, lessee, donee, occupant or successor in title as above contemplated at the address set forth in the notice to the Association of the proposed transaction or to any other valid address of such person. Notice to the Association shall be given only to its President or Registered Agent.

(g) Judicial Sale. The right of first refusal shal! not apply to any foreclosure or other judicial sale of a Unit, although the title of a purchaser thereat shall thereafter be subject to such right of first refusal.

(h) Manner of Election. An election to exercise the right of first refusal by the Association shall be made by unanimous vote of the Board of Directors then in office, provided if there is more than one vacancy in the Board, such vote shall not be taken until the necessary vacancy(s) is filled.

2. Certificate of Satisfaction of Right of First Refusal. Upon written request of any prospective transferor, transferee, purchaser or an existing or prospective mortgagee of any Unit, the Association may issue a written and acknowledged certificate in recordable form, evidencing that:

(a) With respect to a proposed transaction under Section 1 of this Article, that proper notice was given to the Association and the Board of Directors did not elect to exercise its option to purchase;

(b) That the Association waives its right of first refusal with respect to a particular transaction; or

(c) With respect to a deed to a first mortgagee or its nominee in lieu of foreclosure, and a deed from such first mortgagee or its nominee, pursuant to this Article, that the deeds were in fact given in lieu of foreclosure and were not subject to the provisions of Section 1 of this

Article.

ARTICLE XII

INSURANCE

The insurance that shall be carried on the condominium property and the property of the Unit Owners shall be governed by the following provisions:

1. Casualty, Common Elements. The Association shall purchase casualty and extended coverage insurance upon the condominium property, including the Units and limited common elements pertaining to individual Units, for the benefit of the Unit Owners and their respective mortgagees as their interests may appear, it not being necessary in said policies to name the Owners or mortgagees. Payments for losses thereunder shall be paid to the Association as the agent for said Owners and their respective mortgagees as their interests may appear.

2. Casualty, Units. Each Unit Owner may but is not required to obtain fire and extended coverage insurance at such Owner's own expense upon such Owner's Unit and that portion of the building in which such Unit is located, including all limited common elements that pertain to such Unit. Such insurance shall be in a form and an amount approved by the Association. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Owner, the Owner's mortgagee and the Association as their interests may appear.

3. Personal Property Liability. Each Unit Owner may obtain insurance at the Owner’s own expense affording coverage upon such Owner’s personal property and for such Owner's liability. The Association shall have no responsibility for obtaining or maintaining insurance affording coverage upon any Owner's personal property.

4, Coverage, Casualty Insurance. All Units and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually for the insurance company affording such coverage. All personal property included in the Common Elements shall be insured for its value. Any insurance so obtained shall be subject to such deductible clauses as may be approved by the Association in order to obtain coverage at reasonable costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

5. Coverage, Public Liability. Public liability insurance shall be purchased

by the Association in such amounts and with such coverage as shall be required by the Board of Directors, including, but not limited to, water damage, off premises employee coverage, hired automobile and non-owned automobile liability coverages.

6. Cross-Liability Endorsements; Subrogation Waiver. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. All fire and extended coverage insurance shall provide that the insurer waives its right of subrogation as to any claim against the Owners of Units and Proposed Units, the Association and their respective employees, agents and guests.

7. Other Insurance. The Board shall obtain workmen's compensation policies to meet the requirements of law and shall obtain such other insurance as the Board determines desirable.

8. General Policy Provisions. If agreeable to the respective insurers, the policies procured by the Association and the Owners shall, where applicable, include provisions that they shall be without contribution or pro ration and that the doctrine of "no other insurance" shall not apply; that the conduct or default of any one or more Owners will not constitute grounds for avoiding liability under doctrines of warranties, conditions or forfeiture with respect to increase in hazard or vacancy clauses or other conditions or warranties purporting to relieve a carrier of its obligations; for payment of common expenses with respect to damaged Units during the period of reconstruction patterned after "use and occupancy" riders; for sub-policies specifying the portion of any master policy earmarked for each Owner's interest. Reference to all or any of the foregoing provisions is for the purpose of providing flexibility and certainty and is not to be interpreted as constituting an admission that any of the doctrines or rights referred to are applicable or would exist in the absence of a specific provision or waiver referring to the same.

9. Use of Proceeds. If the damage for which the proceeds of casualty insurance are paid to either the Association or any Owner, as the case may be, is to be repaired or reconstructed, the insurance proceeds shall be paid to defray the cost thereof as elsewhere provided herein. If any proceeds are remaining after defraying such costs, such proceeds shall be retained by the named insured or his mortgagee, as their interest may appear.

10. Enforcement by Mortgagees. Certain provisions in this Article are for the benefit of mortgagees as well as Owners of Units, and all of such provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

11. Owner Failure to Insure. If an Owner fails to obtain and keep in force the insurance, if any, required to be maintained by the Owner, the Association may obtain such insurance and assess the cost to the Owner and such Owner's Unit. Such assessment shall be a lien against the Unit and shall be collectible as other assessments.

ARTICLE XIII

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

1. Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property. Specifically, the Unit Owner shall be responsible for reconstruction and repair after casualty

of the Unit, its limited common elements and that portion of the building in which the Unit is located. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

2. Calibre of Work. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, as available from the exhibits hereto and amendments hereof and plans on file with the Linn County Recorder, unless a change therein is permitted by the approval of Owners of Units and Proposed Units entitled to vote at least seventy-five percent (75%) of the votes entitled to be cast at a meeting of the Association called for such purpose.

3. Payment of Costs. If the Unit Owner does not, within fifteen (15) days of the date of the damage or destruction to his Unit and the limited common elements whose use is reserved to said Unit, advise the Association in writing of the Owner's determination to repair, reconstruct or rebuild, the Association may, in the manner hereinafter provided, determine to so repair, reconstruct or rebuild, as the case may be, and in such event:

(a) The insurance proceeds payable on account of such casualty shall be utilized by the Association and the Owner to defray the expenses thereof, and

(b) To the extent that such insurance proceeds are inadequate to defray such expenses, the Association shall have a lien against the Unit to the extent of such inadequate coverage and shall levy a special assessment in said amount against the Unit collectible as other assessments.

If the Association proceeds with repair, reconstruction or rebuilding as herein contemplated, the determination of its Board of Directors as to what constitutes adequate repair, reconstruction or rebuilding shall be binding on the Owner and the Owner shall have no claim of any kind against the Association or any of its officers, directors or representatives on account of such repair, reconstruction or rebuilding or on account of any claimed failure in that regard.

ARTICLE XIV

AMENDMENT

Amendment of this Declaration and the necessity therefor shall be governed by the following:

1. Fractional Interest. The fractional interest in the common elements appurtenant to a Unit or Proposed Unit, except as provided in Article VI, may be amended only by unanimous consent of all Owners of Units and Proposed Units and their mortgagees, provided, in the event of condemnation of any Unit or of long-term obsolescence, the same may be adjusted and may be amended as provided in paragraph 4 of this Article.

2. Contracts Excepted. No lawful agreement entered into by the Association shall require an amendment of this Declaration, provided the same is not in conflict herewith.

3. Developer's Rights. Neither Article VI nor any other provisions of this

Declaration affecting the rights of the Developer and St. Andrews shall be subject to amendment without the written consent of Developer and St. Andrews, and any attempt to so amend this Declaration without such prior written consent shall be null and void. Developer shall have the right to file amendments pursuant to Article VI without regard to the provisions of this Article XIV.

4. General Procedure. Except as otherwise provided in this Article, this Declaration may be amended:

(a) By the unanimous written agreement of the Owners of all Units and Proposed Units.

(b) By the Owners of Units and Proposed Units acting through the Association and in accordance with the procedures of its Bylaws at a regular or special membership meeting as to which notice of the proposed amendment has been given and upon the favorable vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast. No amendment shall be adopted at variance with that proposed in the notice, but the notice may contain more than one proposed amendment. Approval of the Board of Directors is not required of an amendment thus adopted.

5. Execution and Recording. An amendment pursuant to paragraph 1 or paragraph 4(a) of this Article shall be effective when executed and acknowledged by all Owners and mortgagees, as the case may be, with the formalities of a deed and recorded in the Recorder's Office, Linn County, Iowa. An amendment adopted pursuant to paragraph 4(b) shall be effective when a certificate of its due and proper adoption containing the provisions of the amendment is executed in the name of the Association by its President and Secretary with the formalities of a deed and acknowledged as having been thus executed by authorization of the Owners as herein provided, and is recorded in the Recorder's Office, Linn County, Iowa.

ARTICLE XV

EFFECTIVE DATE; POSSESSION OF COMMON ELEMENTS; CONDEMNATION AND OBSOLESCENCE; PARTITION; SEVERABILITY; ARTICLES OF INCORPORATION AND BYLAWS OF ASSOCIATION; CHAPTER 499B CHAPTER 504A, CODE OF IOWA

1. Effective Date of Fractional Interest. The fractional ownership interests in the common elements referred to in this Declaration shall come into being and take effect at such time as this Declaration has been recorded and thereafter exist for all purposes irrespective of any actual occupancy or use and whether the Units or Proposed Units are constructed, sold or unsold.

2. Possession of Common Elements. Each Unit Owner, the Developer, St Andrews and the Association may use the common elements other than the limited common elements for the purposes for which they are maintained, but without hindering or encroaching upon the lawful rights of other users.

3. Condemnation and Obsolescence. The contingencies of condemnation

and long-term obsolescence have not been provided for in this Declaration and may be governed by appropriate amendments to this Declaration and/or by Bylaws as the case may be.

4. Partition. The common elements shall remain undivided and neither a Unit Owner nor any other person or organization may bring an action for the partition or division of the whole or any part thereof with or without sale, except in connection with removal of all the property from the regime pursuant to Section 499B.8, Code of Iowa, as the same now exists or may hereafter be amended, or a specific determination not to repair, reconstruct, or rebuild with the consequences set forth in Section 499B.16 thereof.

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

6. Articles of Incorporation and Bylaws of Association. The provisions of the Articles of Incorporation of the Association and the Bylaws of the Association attached hereto are by reference incorporated herein and are a part of this Declaration the same as if they were fully set forth herein and the Owners of Units and Proposed Units are bound thereby.

7. Chapters 499B and 504A, Code of Iowa. Wherever herein reference is made to Chapter 499B or any section thereof, or Chapter 504A or any section thereof, Code of Iowa, it is intended that such reference shall include the provisions of such Code sections as they now exist or may hereafter be amended, and if a question arises thereunder at some time in the future, the specific section of the Code in its then form shall be applied.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

1. Supplementary Clauses. Various provisions of this Declaration contain clauses designed to accomplish shifting of the common elements if the number of Units in the regime is reduced. Deeds and mortgages of the Units and Proposed Units may contain clauses designed to accomplish shifting of the common elements if the number of Units in the regime is reduced. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the common elements can be accomplished.

2. Power of Appointment to Shift Fractional Interests. A power coupled with an interest is hereby granted to Al Wells and to any person acting as president of Developer as attorney in fact to shift fractional interests of the common elements in accordance with amendments to the declaration recorded pursuant hereto that contract the fractional interest by the reduction of the number of Units, and each deed of a Unit and common elements in the regime shall be deemed a grant of such power to said attorney in fact.

3. Compliance With Horizontal Property Act. Each Unit Owner and each Proposed Unit Owner, by acceptance of the deed conveying a Unit or Proposed Unit, agrees for such Owner and all those claiming under such Owner, including mortgagees, that this Declaration is in accordance with the Horizontal Property Act.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly

executed this 15 day of November , 1994.

ST. ANDREWS PARTNERSHIP

JAMES DYER, General Partner

WELLS WEST DEVELOPMENT COMPANY
By AL WELLS
AL WELLS, President

STATE OF IOWA
COUNTY OF LINN

This instrument was acknowledged before me on November 15, 1994, by
JAMES DYER as General Partner of ST. ANDREWS PARTNERSHIP.

JAYNE A RECKER , Notary Public

This instrument was acknowledged before me on 17th 1994 by AL WELLS as President of
WELLS WEST DEVELOPMENT COMPANY.

JAYNE A RECKER , Notary Public

[Attached figures of units etc are not included in the above OCRed document.]

EXHIBIT I

BOOK 3246 PAGE 122

Bylaws of the Condominium Association

BYLAWS OF

THE GREENS AT ST. ANDREWS MANAGEMENT ASSOCIATION, INC.

(A nonprofit Iowa corporation organized

under Chapter 504A Iowa Code)

ARTICLE I

Scope and Definitions

1. The following are Bylaws of THE GREENS AT ST. ANDREWS MANAGEMENT ASSOCIATION, INC., a nonprofit corporation organized under Chapter 504A, Code of Iowa, which govern the council of co-owners of The Greens at St. Andrews, a condominium regime, situated in Cedar Rapids, Linn County, Iowa.

2. The term "regime" means the horizontal property (condominium) regime known as The Greens at St. Andrews and situated and located on the following described real estate situated in Linn County, Iowa, to-wit:

Lot 1, St. Andrew's Sixth Addition to the City of Cedar Rapids, Iowa.

3. The term "person" shall include a corporation, trust or other entity or representative. All references in the plural or singular shall include the other according to context, and all references to gender shall include male, female or neuter according to context.

ARTICLE II

Members and Voting Rights

1. Subject to the qualifications set forth in paragraph 2 below, the owners of record of the Units and Proposed Units lawfully submitted to the regime shall constitute the members of the corporation, and membership shall automatically cease when the record ownership of such Unit or Proposed Unit is terminated. Unless and until Proposed Units are transferred, the Developer of the regime shall be a member and have the rights of membership with respect to all Proposed Units.

2. If ownership is acquired or terminated by instrument of transfer but not of record, or, if acquired or terminated other than by way of instrument of transfer (such as by death,

judicial act or dissolution), the person acquiring or succeeding to ownership shall present to the Board of Directors of the corporation evidence satisfactory to it of facts evidencing lawful ownership status. A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the owner or property right in respect to which he is serving.

3. If more than one person owns an interest in the same Unit or Proposed Unit, all such persons shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the owners of that Unit or Proposed Unit shall be cast by the person or persons named on a certificate signed by all owners or fiduciaries or other officials. If such certificate is not executed and filed with the Association, the number of votes entitled to be cast with respect to that Unit or Proposed Unit shall not be counted or voted for purposes of a quorum or in determining the outcome of any vote unless all owners, or fiduciaries, or officials are present and concur in the casting of such votes. This restriction, however, shall not affect the total number of votes outstanding and entitled to be cast which shall be equal to the number of Units and Proposed Units in the regime, nor shall it affect any percentage of such total number of votes as is required for any purpose as set forth in any of the condominium documents.

4. The total number of votes outstanding and entitled to be cast by all members is equal to the number of Units and Proposed Units in the Regime. The owner of each Unit and the owner of each Proposed Unit shall be entitled to one (1) vote. If there is more than one owner, the owners shall be entitled to one (1) vote collectively. All votes cast by members collectively shall be cast as one (1) vote and may not be divided.

ARTICLE III

Membership Meetings

The annual meeting and any special meeting shall be held within Linn County, Iowa, and all such meetings, annual or special, shall be held at such particular time and place (which may or may not be at the registered office of the corporation), as is set forth in the Notice thereof.

2. At any annual or special meeting, the presence of members, in person or by proxy, who are entitled to cast a majority of the total number of votes outstanding as determined by the Declaration shall constitute a quorum for the transaction of business. All action taken by the members or submitted to them for consideration shall be carried or approved upon

the favorable vote of a majority of the votes represented and entitled to be cast at the meeting unless a different rule is provided herein or by the Articles of Incorporation, the Declaration of Condominium, Bylaws or any agreement to which the Association is a party. If neither the President nor Vice-President is available to preside, a chairman shall be elected.

3. A special meeting of the members may be called by the President or, in the event of his absence or disability, by the Vice-President, or by one-third (1/3) of the directors or by such number of members who are entitled collectively to cast at least twenty-five percent (25%) of the total number of votes outstanding and entitled to be cast.

4. It shall be the duty of the secretary or his designate to give written notice to members of the time and place of the annual meeting. The person or persons calling a

special meeting pursuant to paragraph 3 shall give like written notice of the time and place of such special meeting. All notices shall set forth the purpose or purposes for which the meeting will be held and no action shall be taken at a special meeting which is not directly related to the purposes of the special meeting as defined in said notice.

5. At all meetings the order of business shall consist of the following:

A. Election of chairman, if required.

B. Calling roll and certifying of proxies.

C. Proof of notice of meeting or waiver of notice.

D. Reading and disposal of any unapproved minutes. Reports of officers, if applicable.

E. Reports of officers, if applicable.

F. Reports of committees, if applicable.

G. Election of inspectors of election, if applicable.

H. Election of directors, if applicable.

I. Unfinished business.

J. New business.

K. Adjournment.

Robert's Rules of Order shall govern unless specifically superseded.

6. At all membership meetings, the presence of an owner and the exercise of the voting rights of the owner by proxy shall be permitted and recognized, provided such proxy must be in writing and signed by all persons possessing an ownership interest in the Unit or Proposed Unit in question and shall set forth the period for which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

7. Notice shall be given by mailing or delivering the same not less than ten (10) nor more than fifty (50) days prior to the date of the meeting. A mailed notice given to a member who is the owner of a Unit shall be duly given if addressed to the member at the address of his Unit within the condominium regime, unless at the time of giving of such notice, he has in writing directed a different mailing address to be carried on the rolls of the corporation. A mailed notice given to the owner of a Proposed Unit shall be duly given if addressed to the owner at the owner's last known address. If a Unit or Proposed Unit is owned in common or jointly, notice is duly given if given to the person named in the certificate required by paragraph 3 of Article II or to all of the owners of such Unit or Proposed Unit.

8. The annual meeting of the members shall be held on the 3rd Monday of October each year at 8:00 p.m., local time. The provisions of this paragraph shall not inhibit the calling or holding of any special meeting.

ARTICLE IV

Board of Directors

1. The corporation and its affairs shall be governed, managed, and administered by a Board of Directors. The initial Board is one (1) in number and the initial Director shall be Al Wells. The term of the initial director shall expire at the date of the annual meeting of the corporation held in October, 1996. The initial Director need not be a member of the corporation. From and after the annual meeting of the members to be held in October, 1996, the Board of Directors shall be selected from the members of the corporation. An officer or designated agent of a corporate member may serve as a director.

2. From and after the annual meeting to be held in October, 1996, or sooner if the initial director resigns before that date, the Board of Directors shall be three (3) in number. At the October, 1996 annual meeting the term of the initial director shall expire and the full complement of three (3) directors shall be elected. Thereafter the term of office for each

director shall be three (3) years, except that at the election held to replace the initial director one (1) director shall be elected for a one (1) year term, one (1) director shall be elected for a two (2) year term, and one (1) director shall be elected for a three (3) year term so that at each annual meeting subsequent thereto the terms of office of one-third (1/3) of the Board shall expire and a new director shall be elected accordingly, but there shall be no limitation on the number of terms during which a director may serve. All directors shall serve until their successors are duly designated and qualified.

3. Election of directors shall be by ballot in which votes are cast in favor of as many directors as there are vacancies to fill. The person receiving a majority of the votes cast shall be elected. If no person receives a majority vote, as many additional ballots shall be taken as may be required and in each such case, the nominee receiving the least number of votes in the previous ballot shall be eliminated from further consideration.

4. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by vote of the majority of the directors remaining in office, whether those remaining constitute a quorum or not.

5. The initial director shall not be subject to removal. Thereafter a director may be removed from office at a special meeting called for such purpose if seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor of such removal.

6. A majority of the Board of Directors may, by resolution, set a time and place for regular meetings of the Board of Directors and no notice thereof shall be required until such resolution is rescinded. Special meetings of the directors may be called by the President or any two (2) directors. Not less than two (2) days notice shall be given, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

7. The Board of Directors, by resolution approved by all Directors, may designate from among its membership an executive committee or other committees and by such resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

ARTICLE V

Officers

The officers of the Corporation shall be the President, who shall be a director, a Vice-President, who shall be a director, a Treasurer and a Secretary, who may or may not be directors but who must be members, all of whom shall be elected annually by the Board of

Directors, except that the initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting, and the initial officers who serve until the first annual meeting need not be members or Directors of the Corporation. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors. More than one office may be held by a single person.

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

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

4. The Secretary shall keep the minutes of all proceedings of membership meetings and directors' meetings and shall have custody and control of the minute book of the Corporation, and shall keep or be in charge and control of the records of the Corporation except those of the Treasurer, and shall give notice where required or directed to do so.

5. The Treasurer shall have control of the funds and other property of the Association, shall keep the financial books and records thereof and shall pay vouchers approved by the Board or designate some person under his control to do so.

6. Compensation of all officers and employees shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee, nor from contracting with a director for management of the condominium.

7. Any deed or contract for sale of real estate or lease (or assignment of such contract or lease) may be executed by the President or Vice-President and any officer other than the President or Vice-President. Any lien held by the Association may be released by any of the officers of the Association. The Board of Directors may, in addition, authorize the execution of the kinds of instruments above mentioned or other instruments required to be executed on behalf of the Association in such manner as it shall by resolution direct.

ARTICLE VI

Powers and Duties of the Board of Directors

All of the powers and duties of the corporation (including those existing under the common law and statutes, the Articles of Incorporation, and the documents establishing the Condominium), shall be exercised by the Board of Directors. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Condominium that governs the use of the land, and shall include in addition to those elsewhere provided for, but shall not be limited to, the following:

1. To make and collect assessments against members for all common expenses.

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

3. The maintenance, repair, replacement, and operation of the condominium property including all common areas, elements and facilities, and Units, as applicable and the construction of new improvements or alterations if authorized, and making or providing for payment for all such work and approving or delegating to the Treasurer authority to approve vouchers therefor.

4. The reconstruction, repair, restoration, or rebuilding of the condominium property and of any Units as applicable after casualty or otherwise, as provided in the Declaration.

5. To make and amend regulations restricting the use and occupancy of the property in the condominium and in their discretion to permit or forbid an action or conduct as discretion is committed to them in the condominium documents.

6. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the Bylaws of the corporation and the regulations for the use of the property in the condominium.

7. To contract for management of the condominium and to delegate to such contractor all powers and duties of the corporation except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the corporation; to employ, designate and remove any personnel necessary for the maintenance, repair and replacement of the common areas and facilities.

8. To pay taxes and assessments which are liens against any part of the condominium other than individual Units and the appurtenances thereto, and to assess the same against the Unit(s) subject to such liens.

9. To carry insurance as required by the Declaration.

10. To pay the cost of all utility or other services rendered to any of the condominium property that is not billed directly to owners.

11. To interpret and apply the provisions of the condominium documents in matters of dispute between owners or between owners and the Association, which determination shall be binding on the owners; to conduct or supervise all votes or determinations by members other than a membership meeting.

12. To acquire title to and ownership of in the name of the Association Units within the regime upon judicial sale, and on behalf of all owners to sell, lease or mortgage such Units and to borrow funds for any legitimate purpose and to assign as security therefor the assessment receivables due the Association, provided the Board of Directors may in no manner affect or encumber the common elements of the regime or any Unit or Proposed Unit or the fractional interest appurtenant to such Unit or Proposed Unit (except such Units or Proposed Units and the interests appurtenant thereto as the Association has acquired upon judicial sale) and provided further, the authority of the Board of Directors to borrow in excess of Five Thousand Dollars ($5,000) shall be exercised only upon the approval of owners entitled to cast seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast. For purposes of permitted conveyance, lease, or encumbrance of Units or assessment receivables, the Board of Directors shall be regarded as the irrevocable agent and attorney in fact for all owners and members.

ARTICLE VII

Common Expenses: Assessments and Collection

1. The common expenses of the Association include all those legitimately assumed by it in connection with its powers, duties and obligations as set forth in any of the condominium documents and as are necessary or implied in connection with the powers and duties of the Board of Directors and the provisions of Chapter 499B and 504A, Code of Iowa. Snow removal and lawn care in connection with common land shall be assumed by the Association as common expense.

2. Assessments against the Units and the owners thereof shall be made by the Association in order to provide funds for the discharge of all common expense of the Association, which assessments, in addition to being and constituting a lien against the Unit in question and the appurtenances thereto shall also be a personal liability of the owner thereof and jointly and severally so if more than one owner. All assessments and funds collected therefrom shall be charged or credited to the owner's account. Unless specifically otherwise provided, as for example in the case of "special" assessments, each Unit and owner shall be liable and subjected only to the proportionate share of the total common expense and assessment

made therefor as is derived by multiplying the total assessment by the percentage interest of ownership of the common elements which is appurtenant to that Unit, as set forth in the Declaration of Condominium. Notwithstanding the foregoing, until all of the Proposed Units are described and defined as Units, or, if sooner, when the number of Units is reduced by the elimination of Proposed Units as provided in Article VI, each Unit and Unit owner shall be liable and subjected to the proportionate share of the total common expense and assessment made therefor as is derived by multiplying the total assessment by a fraction, the numerator of which is the percentage interest of ownership of the common elements that is appurtenant to that Unit, and the denominator of which is the total of the percentage interest of ownership of the common elements that is appurtenant to all Units (not including Proposed Units), as set forth in the Declaration of Condominium. Certain common expense for increased insurance premiums or on account of the failure of an owner to provide insurance or maintenance as may be required by the Declaration or other defaults shall be recovered by an assessment made only against a particular Unit(s) and the owner or owners thereof, which assessments are referred to in the condominium documents as "special" assessments and shall be made in the necessary amounts therefor and without regard to the fractional interest formula. The expense of utilities that are not separately metered to each Unit is a common expense but the assessments therefor may be made either according to the fractional interest appurtenant to each Unit or as "special" assessments on some other equitable prorated basis as the Board of Directors may determine.

3. Where a mortgagee or purchaser of a Unit obtains title as a result of foreclosure of a first mortgage, such mortgagee or purchaser, his successors and assigns, shall not be liable for the assessments chargeable to such Unit due prior to the acquisition of title and such unpaid assessment shall thereafter be deemed to be common expenses collectible from all owners, including the mortgagee or purchaser, his successors and assigns. The owner of a Unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments whether generally or "specially" levied against said Unit and the grantor or prior owner thereof, but without prejudice to the right of such grantee or devisee to recover from the prior owner the amounts paid therefor.

A first mortgagee, upon request, will be entitled to written notification of any default in the performance of the mortgagor of any obligation created by the Declaration of Condominium, the Articles or any other document affecting the condominium, which default is not cured within sixty (60) days.

4. The Board of Directors shall adopt a budget each year for such one year fiscal period as it elects to report on for income tax purposes which shall include the estimated funds required to defray the following common expenses:

(a) Current expense, which shall include all funds and expenditures to be made within the year for which the funds are budgeted (except expenditures chargeable to reserves or additional improvements), including a reasonable allowance for contingencies and working funds, and the assessment for current expense may sometimes be referred to as the working capital assessment and the funds thereof as the working capital fund. Any balance in this fund at the end of each year may be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually and for replacement of common property required on account of depreciation or obsolescence.

(c) Reserve for replacement, which shall include generally funds for repair, reconstruction and the like required because of damage, destruction, or other hazards.

Upon the determination of such budget, the directors shall each year levy an assessment for the amount to be thus assessed against each Unit at least thirty (30) days prior to the one year period covered by such budget and assessments. Notwithstanding the foregoing require- ment of regular assessments, the Board of Directors may discontinue a regular annual assessment or reserve for replacement, or transfer such portion thereof to another fund or account if in its judgment the amount remaining is sufficient to satisfy the best interests of the members.

5. The Board may also make and levy, from time to time, assessments for common emergency or extraordinary expenses. Emergency assessments and "special" assessments shall be due and payable according to the terms fixed by the Board. Funds for emergency expenses may be raised by emergency assessment and/or by regular but separate reserve accounts and assessments for such purposes.

6. The regular annual assessments made for current expense and deferred maintenance and replacement reserves or for any other purpose shall be due from and paid by the Unit owners as to their shares thereof in twelve (12) equal monthly installments payable on the first day of each month during the one year period in question. If any install- ment of any assessment of any kind or character is in default for more than thirty (30) days, the Board of Directors may accelerate the remaining installments and declare the entire amount thereof due and payable within twenty (20) days after written notice thereof is mailed to the owner in default at his address carried upon the corporate records. When the Association has acquired a Unit, the assessment otherwise due and payable, reduced by the amount of income which may be derived from the leasing of such Unit by the Association, shall be apportioned and assessments therefor levied ratably among all other owners according to their percentage interests in the common elements.

7. At such time contemporaneously with the recording of the Declaration of Condominium or subsequent thereto as the Certificate of Occupancy for a building has been issued or as the Board of Directors determines, in its discretion, that a building and improvements have been substantially completed and are ready for occupancy, the Board of Directors shall immediately meet and adopt an interim budget and make such assessments of whatever character as are necessary in order to provide for the expenses and obligations of the Association as determined by the condominium documents during the period of any fractional calendar year or any fractional fiscal year as may remain until the commencement of the initial one year period contemplated by paragraph 4 of this Article, which assessments shall be effective as of the date of the Certificate of Occupancy or such determination made by the Board.

8. If prior to the date of its first annual meeting the Association requires capital, the Developer may loan to it any sums required in excess of the assessment for which the Developer is liable as a Unit owner, in which event the requirement of Article VI, paragraph 12, of approval by a seventy-five percent (75%) vote shall not apply.

9. The share of all sums assessed payable by an owner but unpaid shall constitute a lien on the Unit or of such owner prior to all other liens, except tax liens on the Unit in favor of any assessing unit or special district and all sums payable on a first mortgage of record, which lien may be foreclosed by the Association in the manner and with the consequence provided in Section 4998.17, Code of Iowa. Upon foreclosure the owner shall be required to pay a reasonable rental for the Unit if he remains in possession thereof. The Association may sue for money judgment for unpaid assessments or sums due without foreclosing or waiving any lien which it holds. In event of suit or foreclosure, the Association shall be entitled to collect reasonable attorney fees from the owner.

10. The Association shall at all times maintain complete and accurate written records of each Unit owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that Unit owner. Any person other than an owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

11. Notwithstanding anything to the contrary herein contained, any regular annual assessment or common emergency or extraordinary expense assessment may not be increased by more than Fifty Dollars ($50) per month without the approval of the members at a special or annual meeting by a vote provided for in Article III, paragraph 2.

12. Upon the closing of each transaction whereby a Unit is purchased from the Developer there shall be due and payable from the purchaser to the Association an initial working

capital contribution of Five Hundred Dollars ($500.00) in order that the Association may have immediately available working capital funds to apply to its initial interim or annual or any other current expense budget. Upon such closing, the purchaser, as owner of the Unit, shall thereafter become liable for and pay the balance of all assessments previously made as the same accrue. Developer shall not be liable for the working capital contribution herein. mentioned.

ARTICLE VIII

Taxes

1. Real Estate Taxes. Real estate taxes assessed against the regime shall be assessed against the individual Units by the assessing authorities and shall be paid by the owners thereof. Each owner's assessment shall include the owner's fractional share of the common elements as set forth in the Declaration of Condominium. Each Unit owner when assessed shall be liable to pay all of such taxes assessed and the Association shall have no responsibility to pay the same but may do so as provided in Article VI, paragraph 8, of these Bylaws.

2. Personal Taxes. If any personal taxes are assessed against an individual owner, such owner shall be solely responsible therefor. If any personal taxes are assessed against the Association, such taxes shall be paid by the Association as a part of the Association's common expenses.

ARTICLE IX

Referendum

Any vote or determination required or permitted to be made by the members of the Association and not required by law or any of the condominium documents to be made at a meeting of the members may be taken or made pursuant to a referendum ballot. Such a ballot may be initiated by one-third (1/3) of the Board of Directors or upon the written petition of owners who are entitled collectively to cast at least twenty-five percent (25%) of the total number of votes outstanding. If such referendum is initiated, the Secretary shall forthwith prepare and mail to each member a ballot returnable in no less than ten (10) nor more than fifty (50) days from the date of mailing. If prior or subsequent to such petition a special membership meeting has been called to consider the same subject matter, the special meeting shall prevail and the referendum vote shall not be tallied.

ARTICLE X

Amendment

1. Except as herein provided, these Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a special or annual meeting of or upon a referendum ballot by the members upon the affirmative vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast, all in accordance with the Declaration of Condominium establishing the condominium regime and these Bylaws. No amendment, alteration or action taken to repeal these Bylaws and adopt new Bylaws shall change the provisions of the Declaration and these Bylaws which equate membership with Unit and Proposed Unit ownership, define the total number of votes, and base for each Unit and Proposed Unit the number of votes, liabilities for assessments, and interests in funds including insurance proceeds of the Association on the fractional interest appurtenant to the Unit and Proposed Unit unless unanimous consent of the Members and their mortgagees is secured. Any amendment, alteration or action taken to repeal these Bylaws and adopt new Bylaws that affect Developer's rights, shall be void unless the written consent of Developer is given.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, provided, however, if notice of the proposed amendment has been given, a different amendment relative to the subject matter thereof may be adopted by those present, in person or by proxy, and possessing the requisite percentage of the total number of votes outstanding and entitled to be cast, provided further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided in Section 499B.14, Code of Iowa, no modification or amendment of these Bylaws shall be effective unless set forth in an amendment to the Declaration of Condominium executed and recorded in the manner set forth in the Declaration and in said Code Section, and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law.

4. Unless required by the specific provisions of the condominium documents, or by law, an amendment to the Declaration of Condominium not affecting the subject matter of these Bylaws shall not be considered an amendment of these Bylaws.

ARTICLE XI

Indemnification of Directors and Officers

The Corporation shall indemnify any Director or officer of the Corporation, any former Director or officer and any such person who at the request of the Corporation is serving or has served as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust or other enterprise, and the heirs, executors and administrators of such person, against all expense, liability and loss (including attorneys' fees, judgments, fines, taxes, penalties, and amounts paid in settlement) actually and reasonably incurred by the indemnitee as to action in the person's official capacity and as to action in another capacity while holding the office, to the full extend permitted from time to time by applicable law, subject however to the remaining provisions of this Article. The obligation of the Corporation hereunder shall be subject to the terms and conditions of a plan of indemnification adopted by a majority of the Board of Directors. Any such plan may limit or condition the obligation of the Corporation hereunder, may grant contract rights to indemnitees, may limit indemnification to persons serving in specified offices, may provide procedural and substantive rights to indemnitees and may be amended, modified or terminated by a majority of the Board of Directors. A plan of indemnification may obligate the Corporation to indemnification which is less than the full extent permitted by applicable law and may contemplate future change in applicable law.

Indemnification under this Article shall be applicable to all actions regardless of the date or dates of any alleged transactions or occurrences giving rise to such actions unless the plan of indemnification provides to the contrary. No amendment, modification or termination of a plan of indemnification shall affect any right of indemnification arising out of a transaction or occurrence entered into or occurring prior to the effective date of such change in the plan. In the event the Board of Directors terminates a plan of indemnification without adopting another plan, indemnification under this Article shall be to the full extent allowed by applicable law until another plan has been adopted by the Board of Directors.

Indemnification under this Article or a plan of indemnification shall not restrict the power of the Corporation to provide for indemnification in any other manner and shall not obligate the Corporation to acquire and maintain insurance or to otherwise provide funds to meet its obligations hereunder.

ARTICLE XII

General Provisions

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

2. The Corporation shall not have a corporate seal.

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

4. The Board of Directors may, in its discretion, issue written evidence of membership, but the same shall be evidence thereof only and shall in no manner be transferable or negotiable, and the share of the member in the assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such assignment, hypothecation, or transfer of the Unit or Proposed Unit.

5. Proposed Units shall not be subject to assessment. So long as a Unit is owned by Developer, Developer shall only be subject to assessment for "current" expense. Upon acquisition of such a Unit from Developer, however, such Unit shall then be subject to assessment for "reserves" for the prorated balance thereof during the fiscal year in question and the payment thereof in the same amount as previously assessed against Units not owned by Developer and to assessment and, in addition, the lien thereof for any emergency assessments in the same manner as if such Unit had not been Developer owned at the time such assessments were made.

FILED FOR RECORD

OCT 19 1995

/signed/

RECORDER LINN CO., IOWA

Amendment from 2002 (16th, amended by the Condo Association)

BK 4833 PG 625-629

SIXTEENTH AMENDMENT TO
DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL PROPERTY REGIME
FOR
THE GREENS AT ST, ANDREWS, A CONDOMINIUM

Pursuant to Paragraph 4(b) of Article XIV of the Declaration, the Owners of the Greens At St. Andrews Management Association, Inc., a nonprofit corporation organized under Iowa Code Chapter 504A, met at a duly convened Annual Membership Meeting on September 19, 2002 and amended certain provisions of the Declaration of Submission of Property to Horizontal Property Regime for The Greens At St. Andrews, A Condominium (hereinafter referred to as "Declaration"). Having received a favorable vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast, the Association's membership, by its undersigned officers, hereby executes this instrument as the Sixteenth Amendment to said Declaration, all pursuant to Chapter 499B of the Code of Iowa, which Declaration was filed in the office of the Linn County, Iowa, Recorder on November 22, 1994 in Volume 3130 beginning at Page 598. This Sixteenth Amendment shall take effect when filed of record in the Office of the Recorder of Linn County, Iowa.

ARTICLE I

Article V of the Declaration is hereby amended to provide for a fractional interest of one-forty eighth (1/48) to reflect the actual number of constructed Units.

ARTICLE II

Paragraphs 2 and 3 of Article IX of the Declaration are deleted and the following substituted:

2. Maintenance by Association.

(a) The Association shall maintain all common elements, whether limited or general, and shall make assessments therefor as a common expense except where maintenance has been specifically made the responsibility of each Unit. The Association shall maintain all roofs, exterior siding, and exterior trim work.

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

(c) The Association shall arrange for all required snow removal, including removal from sidewalks and driveways, to be paid for as a common expense. Likewise, the Association shall arrange for all lawn mowing, to be paid for as a common expense. The Association also shall arrange for the trimming of Owners'

bushes and trees once a year, to be paid for as a common expense, but this does not prevent an Owner from doing his own trimming.

(d) If a Unit Owner defaults on his maintenance responsibilities, the Association shall assume such responsibilities and 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.

3. Maintenance by Owner.

(a) It shall be the responsibility of each Unit Owner, after the Developer has deeded the condominium to the Owner, at his own expense, to provide all maintenance of and within his Unit, including maintenance of non-load bearing partitions, of the interior surfaces of the walls, ceilings, and any finished or other surfaces of materials installed by the Developer and/or the Owner, such as carpets, wallpapering, countertops, painting or staining, or other floor, wall or ceiling or other covering of any kind. The Unit Owner shall also maintain all plug-in appliances and other personal property of any kind within the Unit.

(b) The Unit Owner, at his expense, shall be responsible for maintenance of the doors, windows, deck and the sliding glass door thereto, driveway, and exterior lighting particular to such Unit, and all other limited or general common elements within the condominium Unit and garage. The Unit Owner shall maintain and replace all equipment, machines and attachments and fixtures pertaining to his Unit, regardless of whether the same are or might be considered to be personalty or real estate, or as common elements for other purposes, such as air conditioning and heating equipment units, ranges, refrigerators, fans, water heaters or other appliances or equipment, including fixtures and/or their connections required to provide water, electricity, telephone, cable TV, satellite television, sewage and sanitary service to the Unit. The Unit Owner shall be responsible for the maintenance of wiring, piping, conduits, ducts, and other service elements within the Unit and of the air compressor and its connections servicing the Unit, even though situated outside. Further, the Unit Owner shall be responsible for replacing any bushes or trees upon the limited common elements that pertain to his Unit.

(c) The Unit Owner shall likewise maintain, at his expense, any improvements or alterations subsequently added by him, and it shall be his duty to perform said maintenance without disturbing the rights of other condominium Owners and to report promptly to the Association any defects or need for repairs which are the initial responsibility of the Association, or as to which the Association otherwise has authority to maintain.

(d) The Unit Owner also shall maintain and repair, at his expense, all interior surfaces of his garage and the automatic garage door.

ARTICLE III

Paragraph 2 of Article X of the Declaration is deleted and the following substituted:

2. Exterior Facade. No Unit Owner may paint or in any manner decorate the exterior facade of the walls or add or connect equipment, structures or facilities thereto or erect any sign outside the Unit without complying with the Condominium documents and obtaining the prior consent of the Board of Directors. However, an Owner may display inside his Unit a non-illuminated “For Sale” sign no larger than 14 by 20 inches facing out a window.

ARTICLE IV

Paragraph 3 of Article X of the Declaration is deleted and the following substituted:

3. Parking/Vehicles. The Association, acting through its Board of Directors, shall have the right to designate and control the manner of use of the outside parking spaces and to reserve a space or spaces for service purposes and to otherwise permit or prohibit the use of any such space or spaces by a particular Unit Owner and family, including their guests or invitees. Vehicles cannot be parked on Greens Way Court N_E. for more than twenty-four (24) continuous hours. No recreational vehicles, motorcycles, disabled motor vehicles, boats, campers or other vehicles may be parked on limited or general common elements without the prior consent of, and subject to whatever restrictions that may be imposed by the Board of Directors. For the security of Owners and for uniformity of appearance, garage doors should remain closed except to permit the ingress or egress of a vehicle.

ARTICLE V

Paragraph 11(b) of Article X of the Declaration is deleted and the following substituted:

11(b). Dogs, cat or customary household birds may be kept on the property, not to exceed two per Unit, subject to the Board of Directors’ right to limit and restrict pets. Upon the Board’s receipt of written complaints from the Owners of two different Units, the Board of Directors may take such action as it deems necessary to remedy the complaint including, without limitation, the removal of the pet(s). No wild animal, reptile or bird may be trapped, transported, kept, or maintained anywhere on the property. All allowable pets shall be kept and housed inside the Owner’s Unit,

and no pet may be kept which abnormally interferes with the rights, comforts or convenience of other Owners. All pets must be kept on a leash when outside the Owner's Unit. No pet may be left unattended on a tether outside any Unit. Breeding of any animals on the property is specifically prohibited. Each Owner shall have the sole and individual responsibility for any clean up required as a result of the ownership of such pet(s).

ARTICLE VI

Paragraph 11(f) of Article X of the Declaration is deleted and the following

substituted:

11(f). Except for such signs as may be posted by the Developer for promotional or marketing purposes and the "For Sale" sign permitted by Paragraph 2 of this Article, 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 Association's Board of Directors.

ARTICLE VII

Paragraph 11(h) of Article X of the Declaration is deleted and the following substituted:

11(h). No Owner or other person shall install any electrical or telephone wire, television antenna, satellite television receiver, or other antenna, air conditioning unit, or other machine or device on the exterior of a building without the prior consent of the Association's Board of Directors.

ARTICLE VIII

New paragraph 11(n) is added to Article X of the Declaration and reads as follows:

11(n). Outdoor holiday decorations, whether illuminated or not, are permitted from the day after Thanksgiving up to and including January 15 of each year. No such decorations may be attached to roofs, gutters, or exterior siding, however.

By signing below, the undersigned officers of The Greens At St. Andrews Management Association, Inc. hereby certify that the foregoing Sixteenth Amendment to Declaration of Submission of Property to Horizontal Property Regime for The Greens At St. Andrews, A Condominium, was prepared and filed on behalf of the Association's owners pursuant to vote at the Annual Meeting held on September 19, 2002.

JEAN OGDEN, President

Amendment from 2013 (17th, amended by the Condo Association)

BK 8824 Pg 303-304

SEVENTEENTH AMENDMENT TO
DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL PROPERTY REGIME
FOR
THE GREENS AT ST. ANDREWS, A CONDOMINIUM

Pursuant to Paragraph 4(b) of Article XIV of the Declaration, the Owners of the Greens At St. Andrews Management Association, Inc., a nonprofit corporation organized under Iowa Code Chapter 504.4. met at a duly convened Annual Membership Meeting on October 8, 2013 and amended certain provisions of the Declaration of Submission of Property to Horizontal Property Regime for The Greens At St. Andrews, A Condominium (hereinafter referred to as "Declaration"). Having received a favorable vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast, the Association's membership, by its undersigned officers, hereby executes this instrument as the Seventeenth Amendment to said Declaration, all pursuant to Chapter 499B of the Code of Iowa, which Declaration was filed in the office of the Linn County, Iowa, Recorder on November 22, 1994 in Volume 3130 beginning at Page 598. This Seventeenth Amendment shall take effect when filed of record in the Office of the Recorder of Linn County, Iowa.

ARTICLE I

Paragraph 2(a) of Article IX of the Declaration is amended to delete the last sentence and replace it with the following:

The Association shall maintain and repair all roofs, including skylights, downspouts and gutters, exterior siding, exterior stone facade, and exterior trim painting. "Maintenance" shall not include routine cleaning.

ARTICLE II

New paragraph 2(e) is added to Article EX of the Declaration to state as follows:

Lights that are billed to the Association are to be maintained by the Association, and water that is billed to the Association is to be maintained by the Association.

ARTICLE III

The following sentence is added to paragraph 11(b) of Article X of the Declaration:

Any dog that is a Staffordshire Terrier, American Pit Bull Terrier, American Staffordshire Terrier, or otherwise commonly known as pit bulls, pit bull terriers, or a combination of these breeds, as well as Rottweilers, Doberman Pinschers, and German Shepherds, or any dog that has the appearance and

characteristics of these breeds, is not allowed and cannot be kept or housed at The Greens at St. Andrews.

ARTICLE IV

Paragraph 9 of Article X of the Declaration is deleted in its entirety and replaced with the following:

Units shall be used and occupied for single family dwelling purposes only. No Unit may be rented or leased by the Owner. Ownership of a Unit by a corporation or partnership is not permitted. If an Owner dies, the heirs must occupy the Unit or sell it, but they may not rent or lease it.

ARTICLE V

Wherever the words “lease”, “tenants”, or “renters” appear in Articles X and XI, or any other Article of the Declaration, they shall have no legal effect.

By signing below, the undersigned officers of The Greens At St. Andrews Management Association, Inc. hereby certify that the foregoing Seventeenth Amendment to Declaration of Submission of Property to Horizontal Property Regime for The Greens At St. Andrews, A Condominium, was prepared and filed on behalf of the Association’s owners pursuant to vote at the Annual Meeting held on October 8, 2013.

THE GREENS AT ST. ANDREWS
MANAGEMENT ASSOCIATION, INC.

LARRY COOPER President

Amendment from 2022 (18th, amended by the Condo Association)

BK 11354 PG 31-33

AMENDMENT [18] TO RULES, REGULATIONS AND BY-LAWS FOR THE HORIZONTAL PROPERTY REGIME FOR THE GREENS AT ST. ANDREWS, A CONDOMINIUM

The following are amendments and additions to the rules, regulations and the by-laws that have been adopted by majority vote of the Association's unit owners and are now incorporated, as appropriate, into the Condominium Documents:

Exterior Facade

No unit owner may paint or in any manner decorate the exterior facade of the walls or add or connect equipment, structures or facilities thereto or erect any sign outside the Unit without complying with the Condominium documents and obtaining the prior consent of the Board of Directors.

External signs

Commercial security protection signs are allowed.

A unit owner may display inside owner's unit a non-illuminated "For Sale" sign no larger than 14 by 20 inches facing out a window. "For Sale Open House" signs are allowed at the entrance and at the home on the day before and the day of an open house.

Approved garage sales can have a sign at the entrance and at the home on the days of the garage
sale only but not to exceed two days. 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 Association's Board of Directors.

Notice of Meetings

It shall be the duty of the secretary or a designate to give written notice (which can include email and condo newsletter) to members of the time and place of the annual meeting. The person or persons calling a special meeting pursuant to the Declaration of By-laws shall give like written notice of the time and place of such special meeting. All notices shall set forth the purpose or purposes for which the meeting will be held and no action shall be taken at a special meeting which is not directly related to the purposes of the special meeting as defined in said notice.

Annual Meeting

The annual meeting of the members shall be held in October at a date and time to be announced. The provisions of this paragraph shall not inhibit the calling or holding of any special meeting.

Board of Directors

From and after the annual meeting to be held in October, 1996, or sooner if the initial director resigns before that date, the Board of Directors shall be up to nine (9) in number. At the October, 1996 annual meeting the term of the initial director shall expire and the full complement of up to nine (9) directors shall be elected. Thereafter the term of office for each director shall be three (3) years, so that at each annual meeting subsequent thereto the terms of office of one-third (1/3) of the Board shall expire and new directors shall be elected accordingly, but there shall be no limitation on the number of terms during which a director may serve. All directors shall serve until their successors are duly designated and qualified.

Board of Directors Meetings

A majority of the Board of Directors may, by resolution, set a time and place for regular meetings of the Board of Directors and no notice thereof shall be required until such resolution is rescinded. Special meetings of the directors may be called by the President or any two (2) directors. Not less than two (2) days' notice shall be given, personally or by mail, email, newsletter or telephone, which notice shall state the time, place and purpose of the meeting.

Maintenance by the Association

The Association shall arrange for all required snow removal, including removal from all sidewalks and driveways, to be paid for as a common expense. Likewise, the Association shall arrange for all tree trimming, lawn care and maintenance, to be paid for as a common expense.

Key Deposit Repealed

Unit owners are no longer required to deposit Unit keys with the Association.

Outdoor Holiday Decorations

Outdoor holiday decorations are permitted from November 1 up to and including January 15 of the following year. Such decorations may not be attached to roofs, gutters, or exterior siding, however. Illuminated decorations cannot be turned on prior to Thanksgiving. Blow up decorations are not permitted.

Annual Outside Audit

An audit shall be conducted at the end of each fiscal year by an outside person or business with the audit report to be submitted to the Association treasurer and board president.

Tree Ownership and Maintenance by Association

The Association owns all trees as a common element and maintains as needed. A unit owner can remove and replace at unit owner's expense, the tree in the unit owner's front yard with the approval of the Association. The unit owner can give input to the board on the maintenance of the trees on the unit owner's property but the Association, through the Board of Directors, has the final say.

No disturbance of the natural state of the property, including the removal of living trees, plants,

shrubs, bushes, grass, or topsoil, or damage to any of the foregoing is permitted without the prior consent, in writing, of the Board of Directors.

By signing below, the undersigned officers of The Greens at St. Andrews Management Association, Inc., hereby certify that the foregoing Amendments to Rules, Regulations and By-Laws to Horizontal Property Regime for The Greens at St. Andrews, A Condominium was prepared and filed on behalf of the Association's unit owners pursuant to referendum vote.

The Greens at St. Andrews Management Association, Inc.

Michael M. Lindeman, President
April 2022