

NOTES

- 1. ALL WALLS, PARTITIONS AND CEILING SHALL BE CONCRETE UNLESS NOTED OTHERWISE.
- 2. ALL INTERIOR WALLS SHALL BE 8" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 3. ALL EXTERIOR WALLS SHALL BE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 4. ALL FLOOR JOISTS ABOVE SHALL BE 12" FLOOR JOISTS UNLESS NOTED OTHERWISE.
- 5. ALL FLOOR JOISTS BELOW SHALL BE 12" FLOOR JOISTS UNLESS NOTED OTHERWISE.
- 6. ALL FLOOR JOISTS SHALL BE SPACED AT 16" O.C. UNLESS NOTED OTHERWISE.
- 7. ALL INTERIOR WALLS SHALL BE 8" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 8. ALL EXTERIOR WALLS SHALL BE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 9. ALL FOUNDATION WALLS SHALL BE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 10. ALL FOUNDATION WALLS SHALL BE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 11. ALL FOUNDATION WALLS SHALL BE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 12. ALL FOUNDATION WALLS SHALL BE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 13. ALL FOUNDATION WALLS SHALL BE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 14. ALL FOUNDATION WALLS SHALL BE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 15. ALL FOUNDATION WALLS SHALL BE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 16. ALL FOUNDATION WALLS SHALL BE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 17. ALL FOUNDATION WALLS SHALL BE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 18. ALL FOUNDATION WALLS SHALL BE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 19. ALL FOUNDATION WALLS SHALL BE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.
- 20. ALL FOUNDATION WALLS SHALL BE 12" THICK CONCRETE UNLESS NOTED OTHERWISE.

LOWER LEVEL / FOUNDATION PLAN

MAIN LEVEL: 1006 SQ. FT.

LOWER LEVEL: 486 SQ. FT.

TOTAL SQ. FT.: 1492 SQ. FT.

REVISED 04/18/2006

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

DATE: 10/06/05

DRAWN BY: CDM

CHECKED BY: CDM

DEVYMONT DEVELOPMENT

DESIGN ELEMENTS

RESIDENTIAL • LIGHT COMMERCIAL DRAFTING

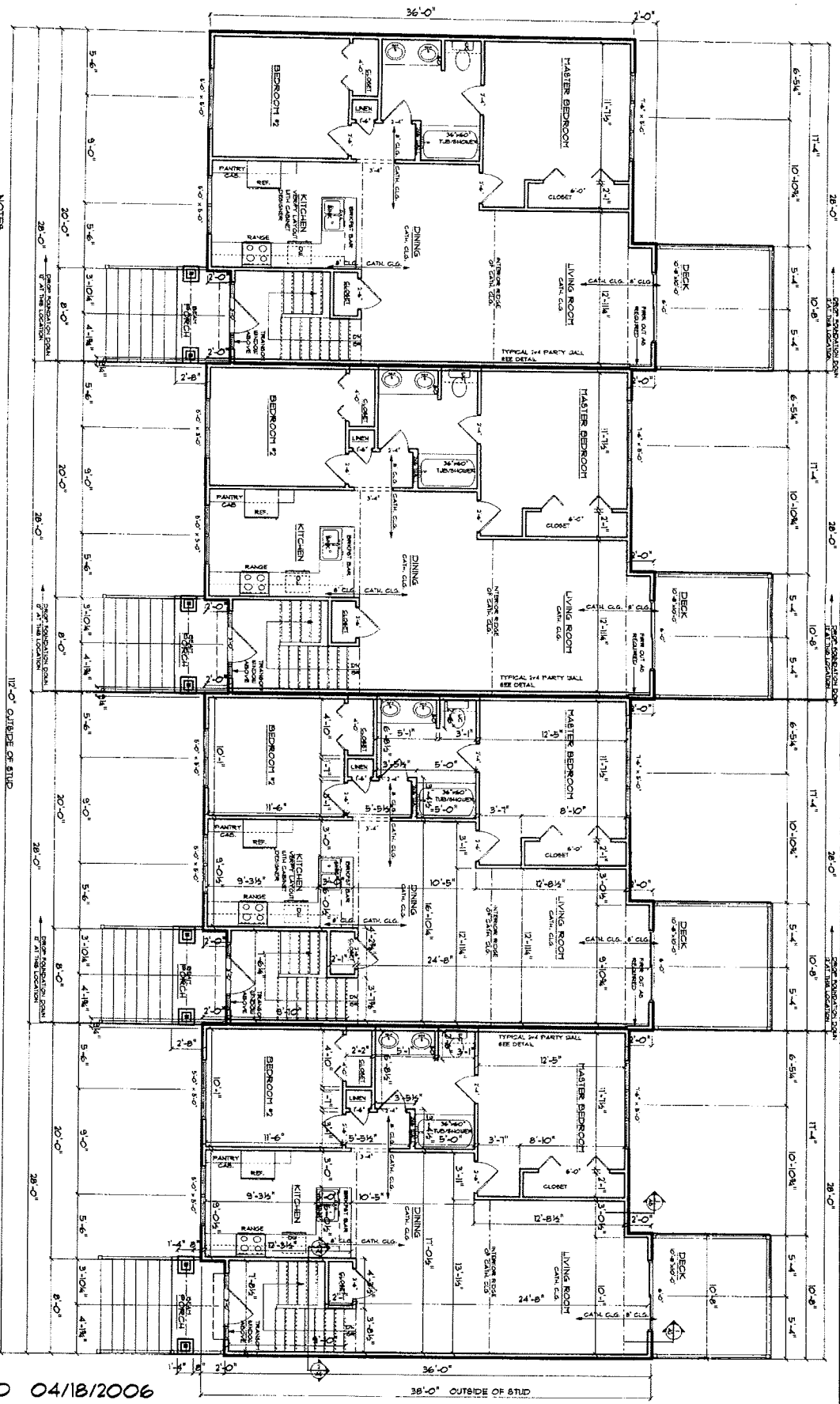
LINE TITLE • 1/2" x 1/2" x 1/2"

30 1/2" x 42 1/2"

DEVYMONT

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NOTES

- ALL WALL HEIGHT UNLESS NOTED
- USE TYPICAL 1/4 PARTY WALL UNLESS NOTED
- TO MEET CODE REQUIREMENTS
- ROOF TRUSSES ARE TO BE SIGNED AND CERTIFIED BY A LICENSED ARCHITECT
- ALL INTERIOR WALLS ARE 5/8" AT 8' OC
- ALL INTERIOR WALLS ARE 5/8" AT 8' OC
- LOCATION OF ATTIC ACCESS TO BE DETERMINED AT SITE

- GARAGE WALLS ARE 2x12 AT 8' OC
- TO BE DETERMINED BY OTHERS
- ACTUAL 1/4 FLOOR LAYOUT AND BRACING
- 2" CLEARANCE IN FRONT OF WALKER
- TO BE DETERMINED AT SITE
- LOCATION OF ATTIC ACCESS TO BE DETERMINED AT SITE

MAIN LEVEL FLOOR PLAN

MAIN LEVEL: 1006 SQ. FT.

LOWER LEVEL: 486 SQ. FT.

TOTAL SQ. FT.: 1492 SQ. FT.

REVISED 04/18/2006

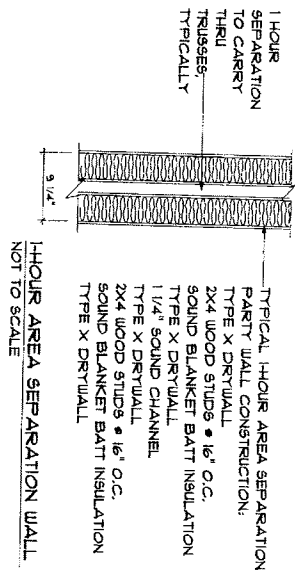
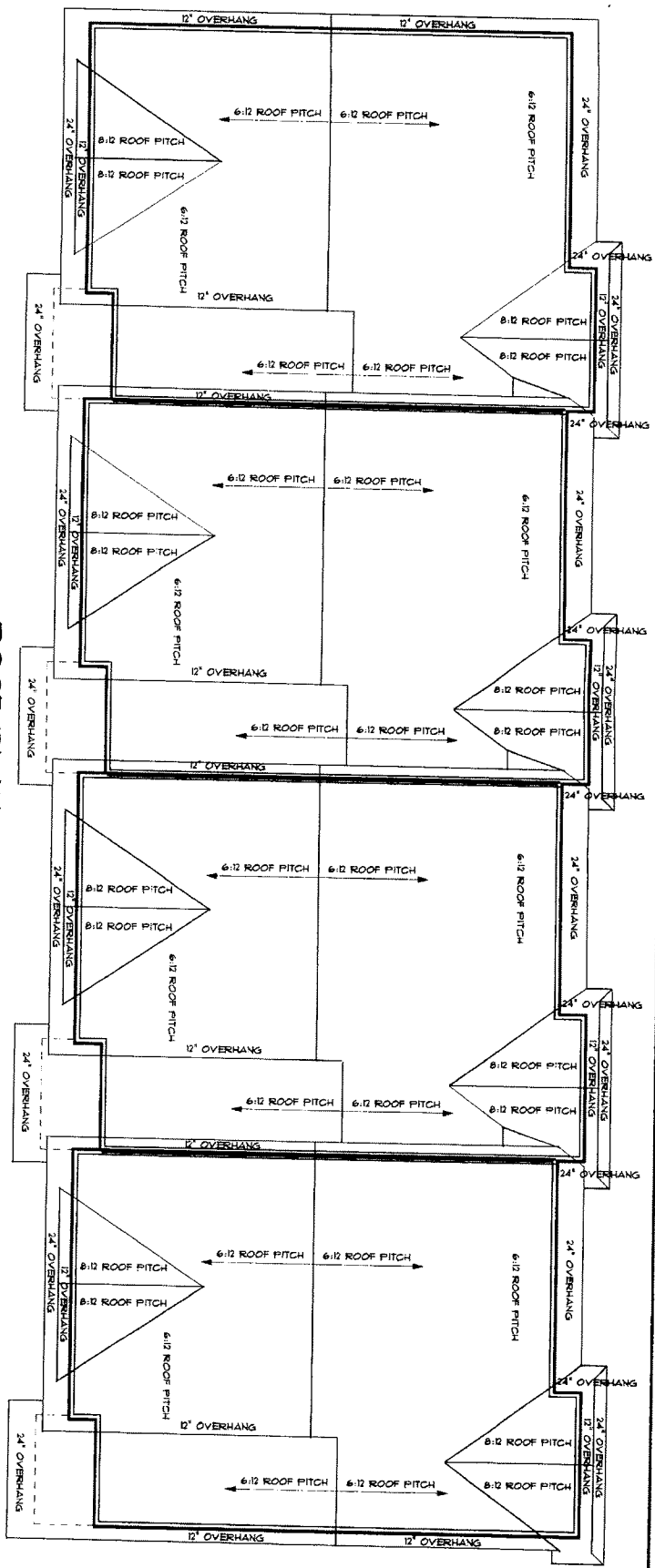
SCALE: 1/8" = 1'-0"
 DATE: 10/06/2005
 DRAWN BY: CM
 CHECKED BY: CM

DEVDMONT DEVELOPMENT

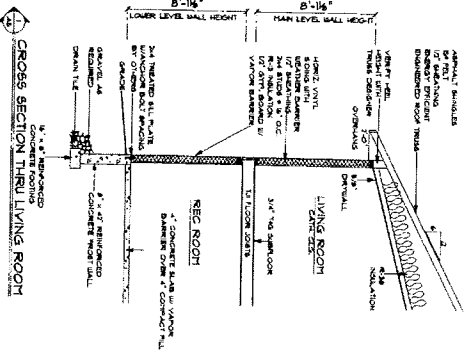
DESIGN ELEMENTS
 REPRESENTATIVE LIGHT COMMERCIAL GREAT PLAINS
 1001 TRICE AVENUE • 43075
 504-624-4370

REVISIONS

ROOF PLAN



HOUR AREA SEPARATION WALL NOT TO SCALE



REVISED 04/18/2006

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

DATE: 01/06/2005

DRAWN BY: COM

CHECKED BY: COM

PROJECT NUMBER: 05M938

• AS •

DEVMONT DEVELOPMENT

DESIGN ELEMENTS

RESIDENTIAL LIGHT COMMERCIAL DRAINAGE

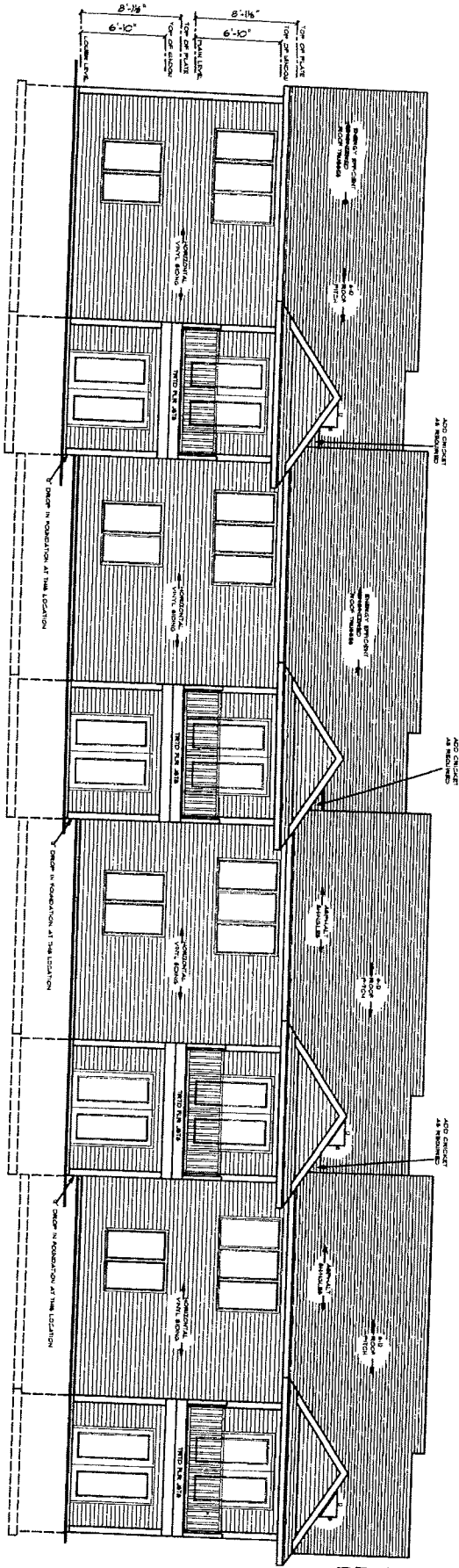
LONG TRUSS - 12/14 - 52/55

80' x 45'0"

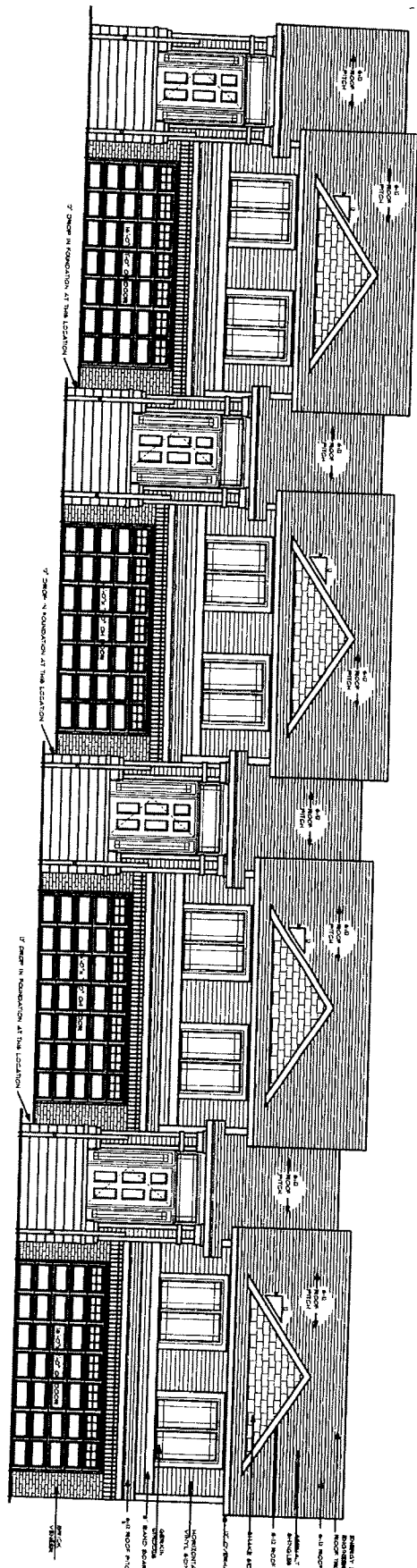
CHRISTINA G. QUINN ARCHITECT

DEVMONT

REAR ELEVATION



FRONT ELEVATION



REVISED 04/18/2006

DEYMONT DEVELOPMENT
FOUR FAMILY - DOOR ON LEFT

DESIGN ELEMENTS

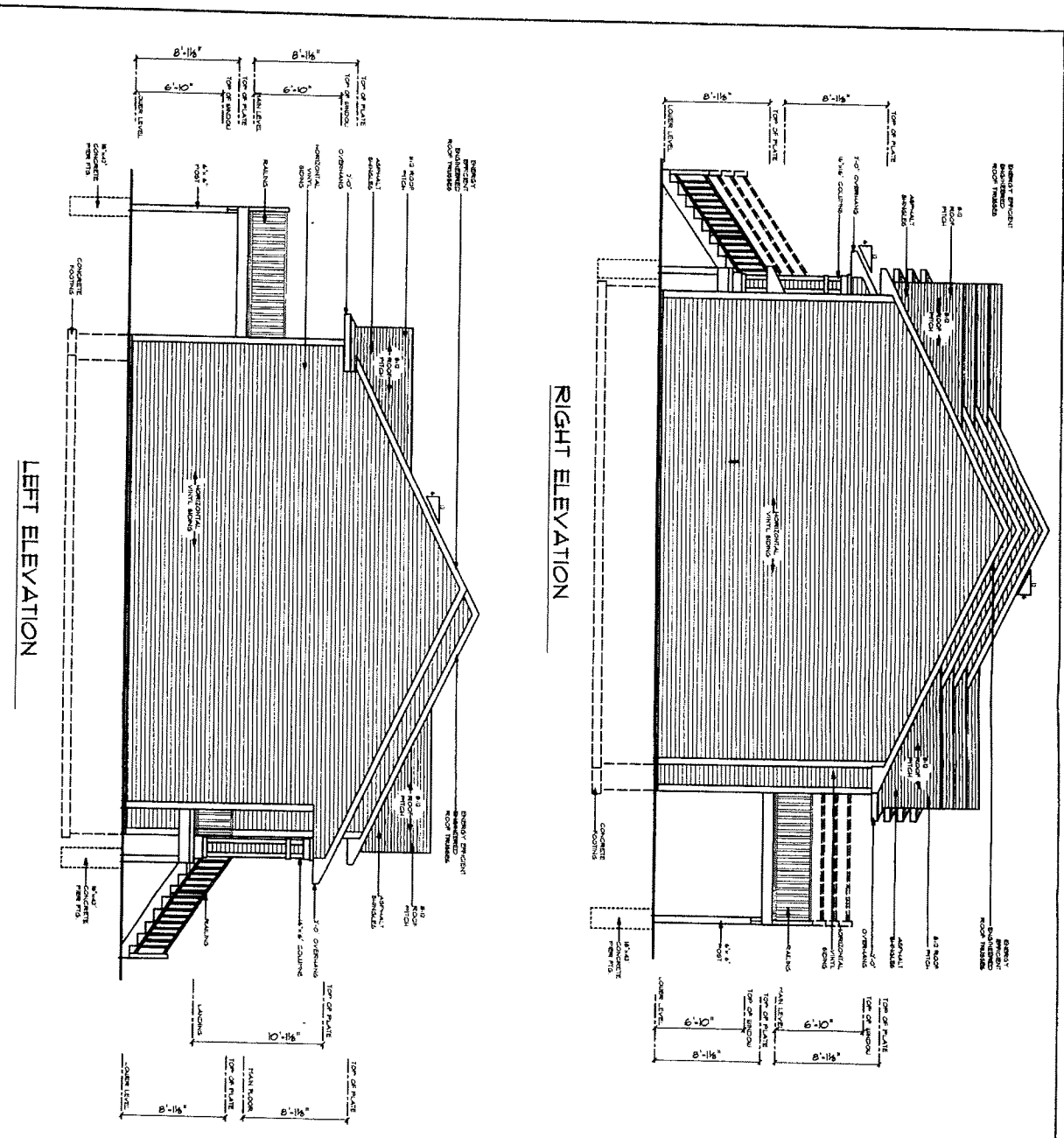
DESIGNER: LUCAS COMMERCIAL DRAFTING
LINE TITLE: 07/18 - 2025

SCALE: 1/8" = 1'-0"
DATE: 01/06/2005
DRAWN BY: COM
CHECKED BY: COM

AI

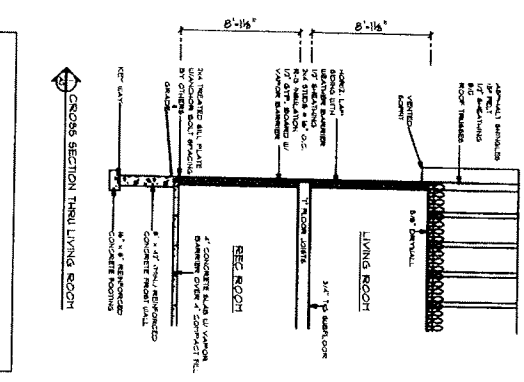
NOT TO SCALE
NOT FOR CONSTRUCTION
NOT FOR PERMITTING
NOT FOR RECORD
NOT FOR ARCHIVAL
NOT FOR REPRODUCTION
NOT FOR DISTRIBUTION
NOT FOR SALE
NOT FOR LICENSING
NOT FOR REGISTRATION
NOT FOR PROTECTION
NOT FOR ENFORCEMENT
NOT FOR COMPLIANCE
NOT FOR ADHERENCE
NOT FOR OBSERVANCE
NOT FOR REVERENCE
NOT FOR VENERATION
NOT FOR WORSHIP
NOT FOR SACRIFICE
NOT FOR GIVING
NOT FOR RECEIVING
NOT FOR EXCHANGE
NOT FOR TRADE
NOT FOR BARTER
NOT FOR GIFT
NOT FOR LOAN
NOT FOR RENT
NOT FOR LEASE
NOT FOR LICENSE
NOT FOR FRANCHISE
NOT FOR PARTNERSHIP
NOT FOR JOINT VENTURE
NOT FOR CONSORTIUM
NOT FOR UNINCORPORATED ASSOCIATION
NOT FOR INCORPORATED ASSOCIATION
NOT FOR CORPORATION
NOT FOR LIMITED LIABILITY COMPANY
NOT FOR TRUST
NOT FOR ESTATE
NOT FOR PROBATE
NOT FOR WILL
NOT FOR TESTAMENTARY TRUST
NOT FOR INTER vivos TRUST
NOT FOR LIFE ESTATE
NOT FOR LIFE TENANT
NOT FOR LIFE ESTATE WITH POWER OF APPOINTMENT
NOT FOR LIFE ESTATE WITH REMAINDER
NOT FOR LIFE ESTATE WITH SPECIAL USE VALUATION
NOT FOR LIFE ESTATE WITH EXERCISE OF EMINENT DOMAIN
NOT FOR LIFE ESTATE WITH RIGHT OF REDEMPTION
NOT FOR LIFE ESTATE WITH RIGHT OF FIRST REFUSAL
NOT FOR LIFE ESTATE WITH RIGHT OF FIRST OFFER
NOT FOR LIFE ESTATE WITH RIGHT OF FIRST REFUSAL AND RIGHT OF FIRST OFFER
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2/20/06

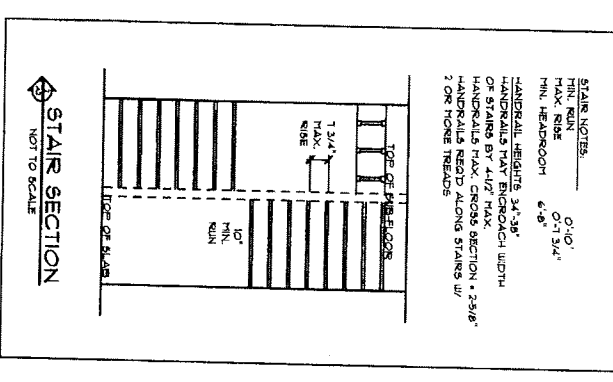


RIGHT ELEVATION

LEFT ELEVATION



CROSS SECTION THRU LIVING ROOM



STAIR SECTION
NOT TO SCALE

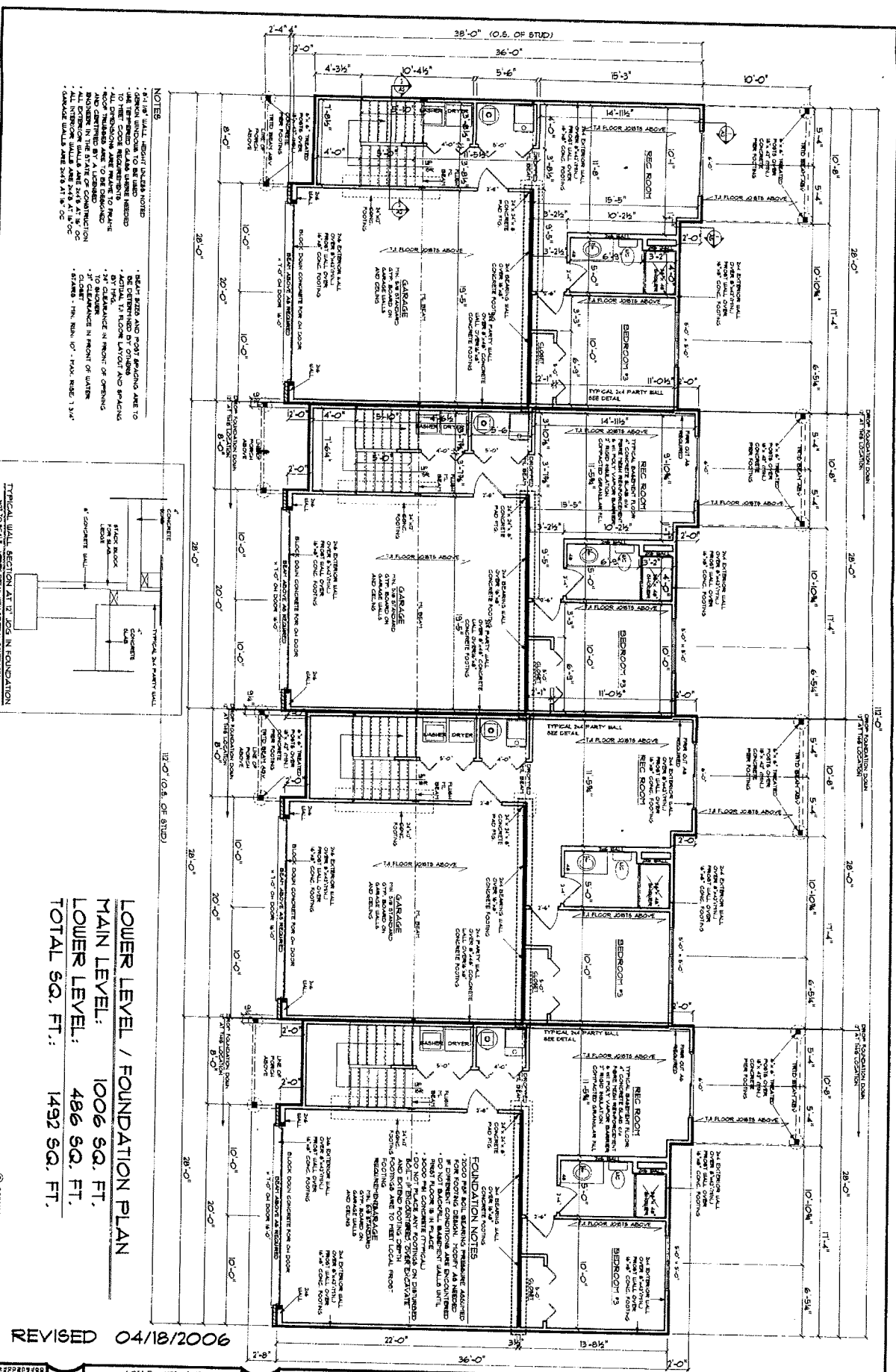
STAIR NOTES:
 FIN. RUN 0'-10"
 FIN. RISE 0'-7 3/4"
 FIN. HEADROOM 6'-8"
 HANDRAIL HEIGHTS 34"-38"
 HANDRAILS MAY ENCROACH WIDTH OF STAIRS BY 4 1/2" MAX.
 HANDRAILS MAX. CROSS SECTION = 2 5/8"
 HANDRAILS READ ALONG STAIRS W/ 1 ON FLOOR TRENDS

REVISED 4/18/2006

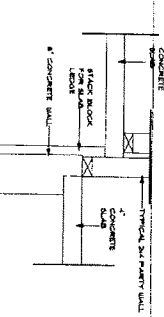
DEVMONT DEVELOPMENT

DESIGN ELEMENTS
 12000 - 12000 COMMERCIAL DESIGN INC.
 12000 - 12000 COMMERCIAL DESIGN INC.

SCALE: 1/8" = 1'-0"
 DATE: 10/06/05
 DRAWN BY: CM
 CHECKED BY: CM



- NOTES**
- 1. ALL WALLS, EXCEPT THOSE NOTED, SHALL BE CONCRETE BLOCK WITH INTERIOR FINISHES AS SHOWN.
 - 2. ALL INTERIOR WALLS SHALL BE 8" CMU WITH INTERIOR FINISHES AS SHOWN.
 - 3. ALL EXTERIOR WALLS SHALL BE 8" CMU WITH EXTERIOR FINISHES AS SHOWN.
 - 4. ALL INTERIOR WALLS SHALL BE 8" CMU WITH INTERIOR FINISHES AS SHOWN.
 - 5. ALL EXTERIOR WALLS SHALL BE 8" CMU WITH EXTERIOR FINISHES AS SHOWN.
 - 6. ALL INTERIOR WALLS SHALL BE 8" CMU WITH INTERIOR FINISHES AS SHOWN.
 - 7. ALL EXTERIOR WALLS SHALL BE 8" CMU WITH EXTERIOR FINISHES AS SHOWN.
 - 8. ALL INTERIOR WALLS SHALL BE 8" CMU WITH INTERIOR FINISHES AS SHOWN.
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 - 13. ALL EXTERIOR WALLS SHALL BE 8" CMU WITH EXTERIOR FINISHES AS SHOWN.
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 - 18. ALL INTERIOR WALLS SHALL BE 8" CMU WITH INTERIOR FINISHES AS SHOWN.
 - 19. ALL EXTERIOR WALLS SHALL BE 8" CMU WITH EXTERIOR FINISHES AS SHOWN.
 - 20. ALL INTERIOR WALLS SHALL BE 8" CMU WITH INTERIOR FINISHES AS SHOWN.



LOWER LEVEL / FOUNDATION PLAN

MAIN LEVEL: 1006 SQ. FT.

LOWER LEVEL: 486 SQ. FT.

TOTAL SQ. FT.: 1492 SQ. FT.

REVISED 04/18/2006

DEYMONT DEVELOPMENT

DESIGN ELEMENTS

RESIDENTIAL - LEVIT COMMERCIAL REALTY INC.

LINE TITLE & DATE: 1/12/05

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

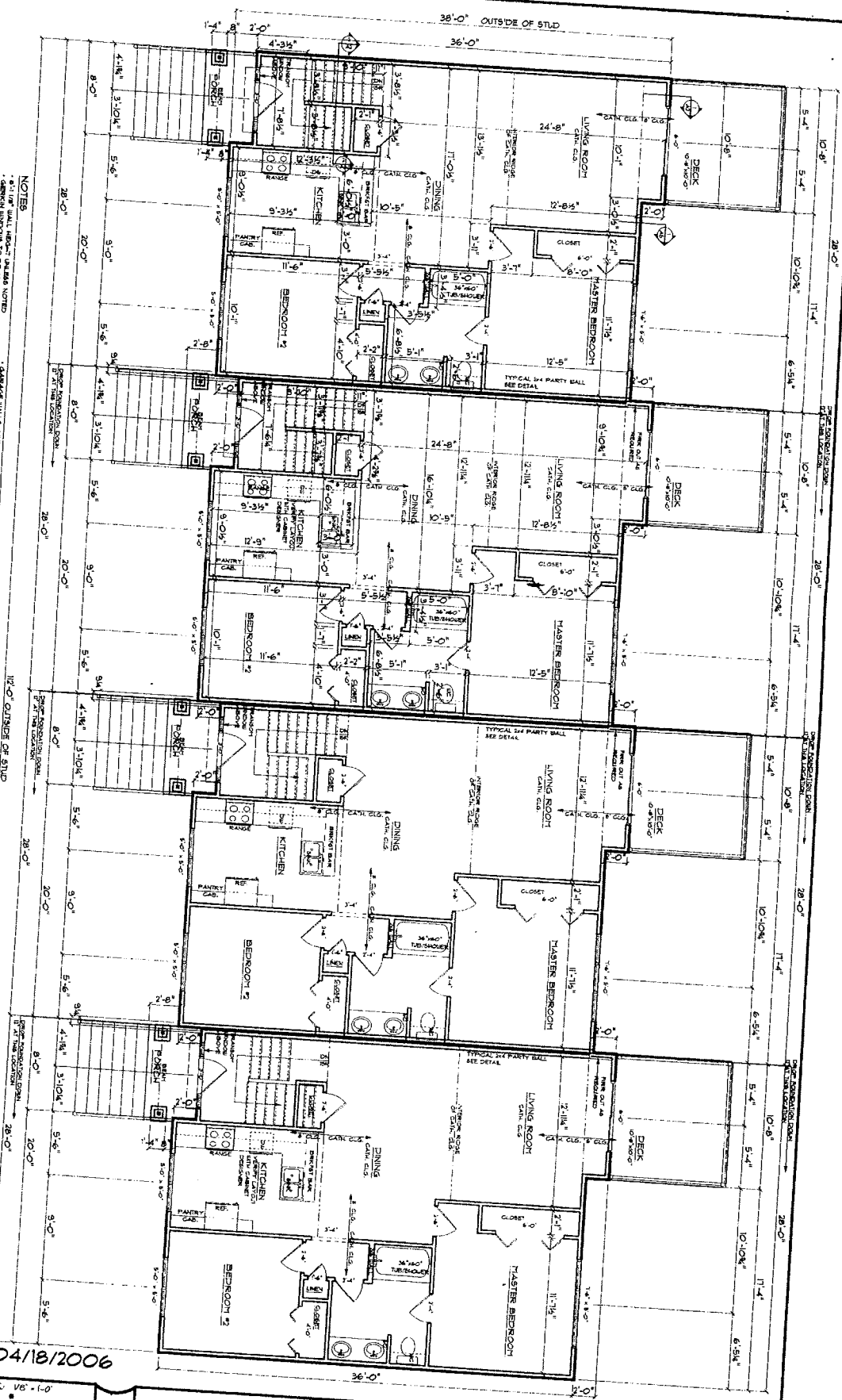
DATE: 01/06/05

DRAWN BY: DM

CHECKED BY: DM

• A3 •

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NOTES

- ALL WINDOW SIZES ARE AS NOTED
- ALL DOOR SIZES ARE AS NOTED
- ALL DOOR SWINGS ARE AS NOTED
- ALL WINDOW SIZES ARE AS NOTED
- ALL DOOR SIZES ARE AS NOTED
- ALL DOOR SWINGS ARE AS NOTED
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- ALL DOOR SWINGS ARE AS NOTED
- ALL WINDOW SIZES ARE AS NOTED
- ALL DOOR SIZES ARE AS NOTED
- ALL DOOR SWINGS ARE AS NOTED

MAIN LEVEL FLOOR PLAN
MAIN LEVEL: 1006 SQ. FT.
LOWER LEVEL: 486 SQ. FT.
TOTAL SQ. FT.: 1492 SQ. FT.

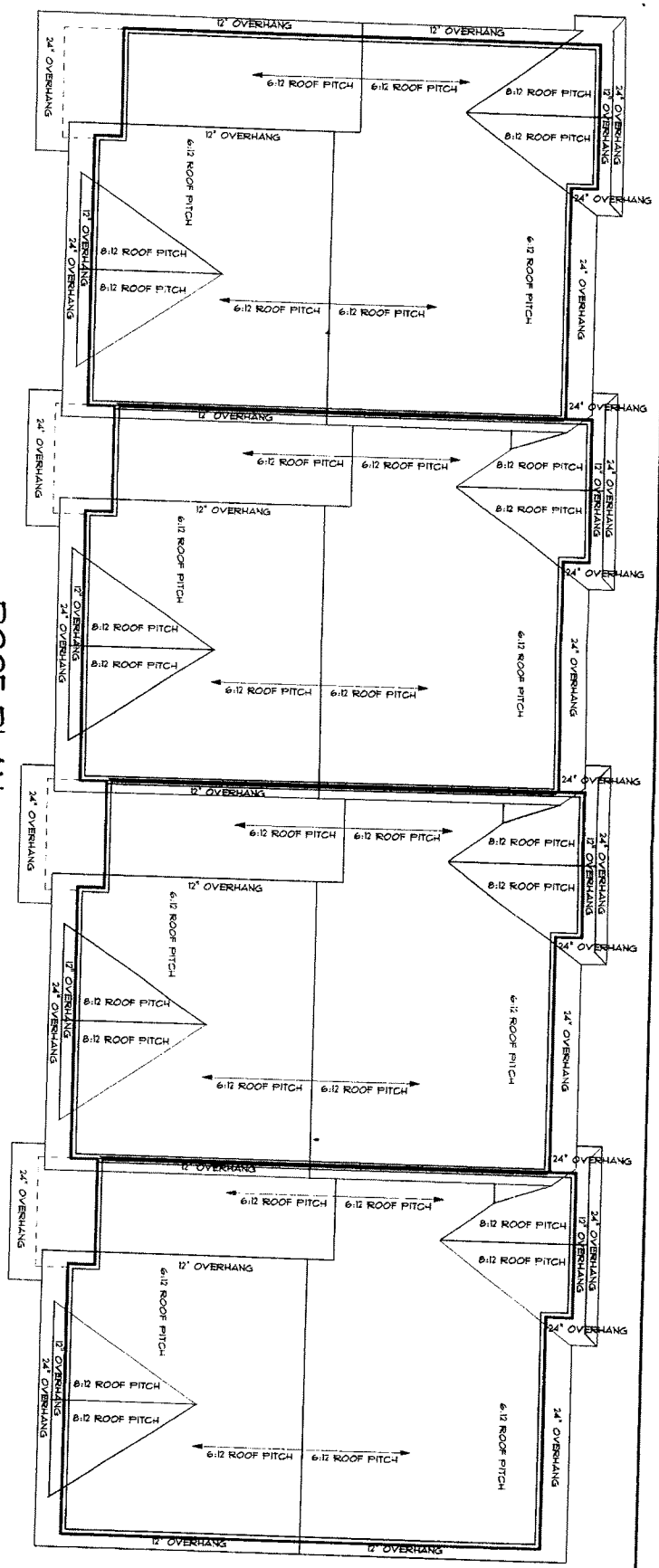
REVISED 04/18/2006

SCALE: 1/8" = 1'-0"
 DATE: 01/06/2005
 DRAWN BY: CM
 CHECKED BY: CM

DEYMONT DEVELOPMENT

DESIGN ELEMENTS
 RESIDENTIAL ARCHITECTURAL DRAWING
 10% TRAC # 474 & 32700

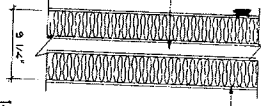
REVISED



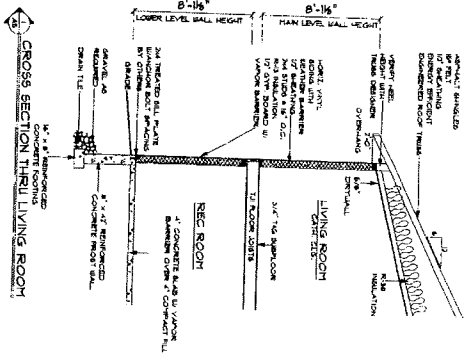
ROOF PLAN

1 HOUR SEPARATION TO CARRY TRUSSSES TYPICALLY

TYPICAL 1-HOUR AREA SEPARATION PARTY WALL CONSTRUCTION:
 2X4 WOOD STUDS @ 16" O.C.
 SOUND BLANKET BATT INSULATION
 TYPE X DRYWALL
 1 1/4" SOUND CHANNEL
 TYPE X DRYWALL
 2X4 WOOD STUDS @ 16" O.C.
 SOUND BLANKET BATT INSULATION
 TYPE X DRYWALL



1-HOUR AREA SEPARATION WALL
 NOT TO SCALE



REVISED 04/18/2006

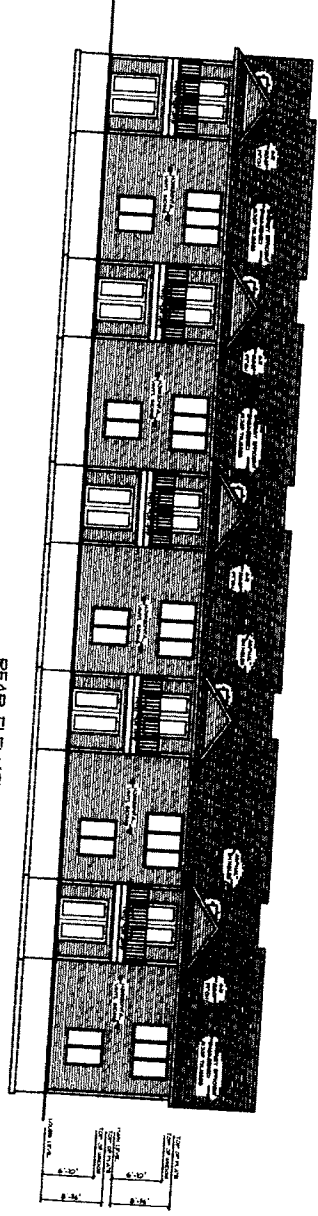
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 DATE: 10/06/2005
 DRAWN BY: CM
 CHECKED BY: CM

DEYMONT DEVELOPMENT

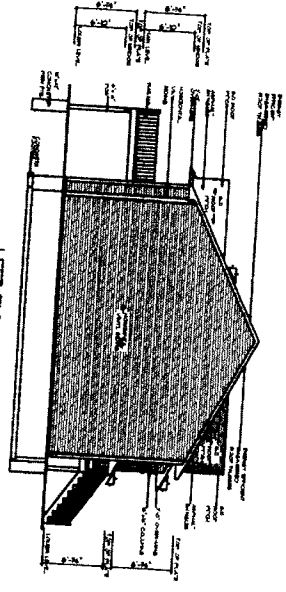
DESIGN ELEMENTS
 DEYMONT COMMERCIAL DESIGN
 1001 N. 10TH ST. SUITE 100
 DENVER, CO 80202

REVISION

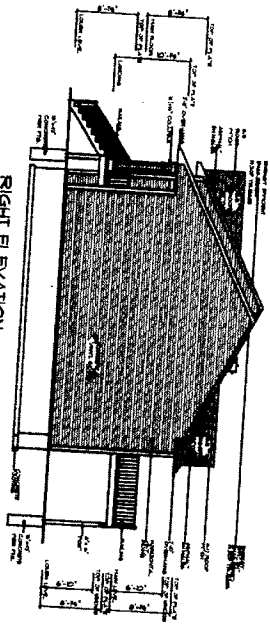
REAR ELEVATION



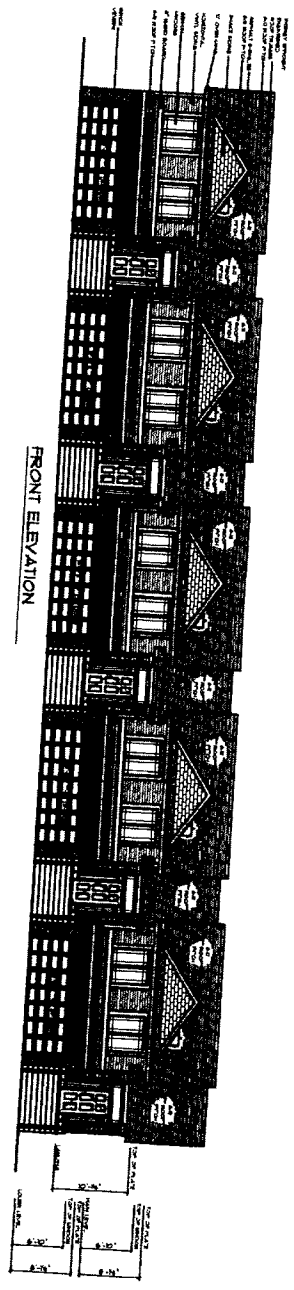
LEFT ELEVATION



RIGHT ELEVATION



FRONT ELEVATION



REVISED 1/11/2006

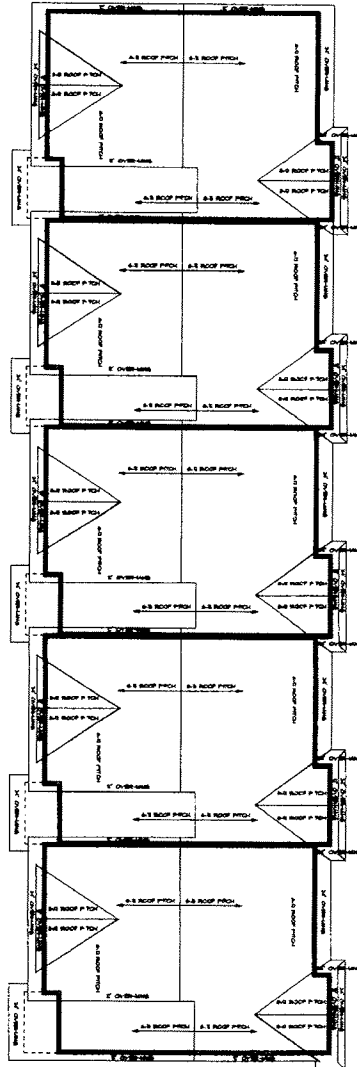
• AI •

SCALE: 1/8" = 1'-0"
DATE: 11/2006
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: 050602

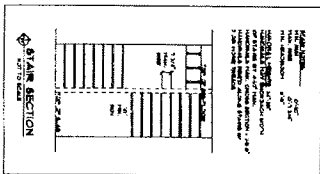
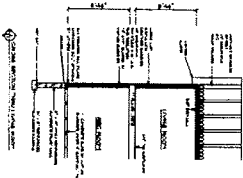
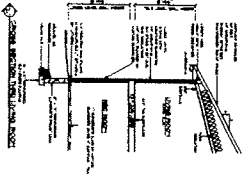
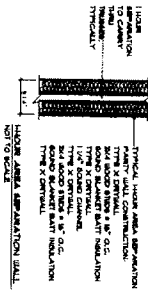
DEYMONT DEVELOPMENT
FIVE FAMILY - DOOR ON RIGHT

DESIGN ELEMENTS
RESIDENTIAL - LIGHT COMMERCIAL DRAFTING
LONG TRICE - WPA - 52750
39-651 4370

REVISIONS



ROOF PLAN



REVISED 1/11/2006

DEYMONT DEVELOPMENT

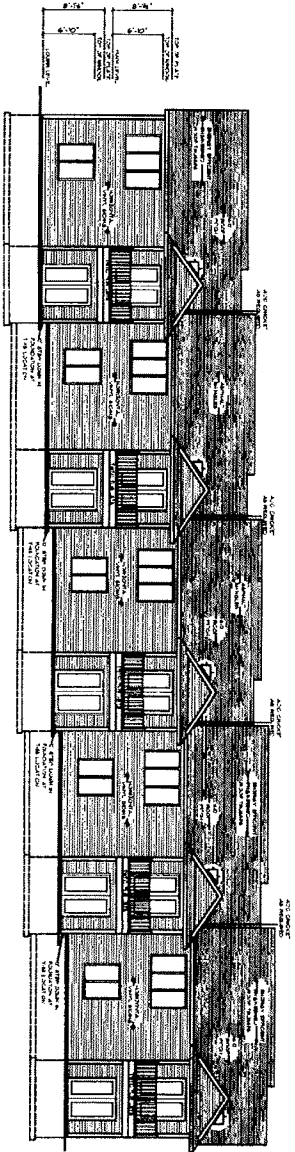
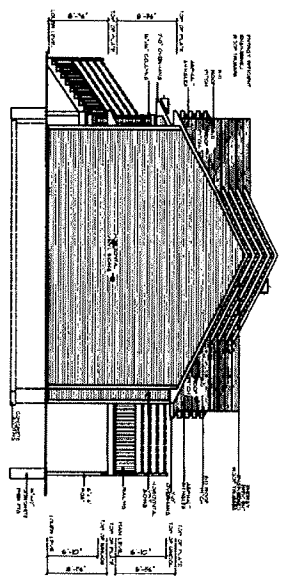
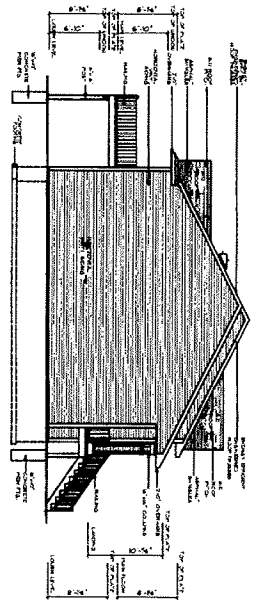
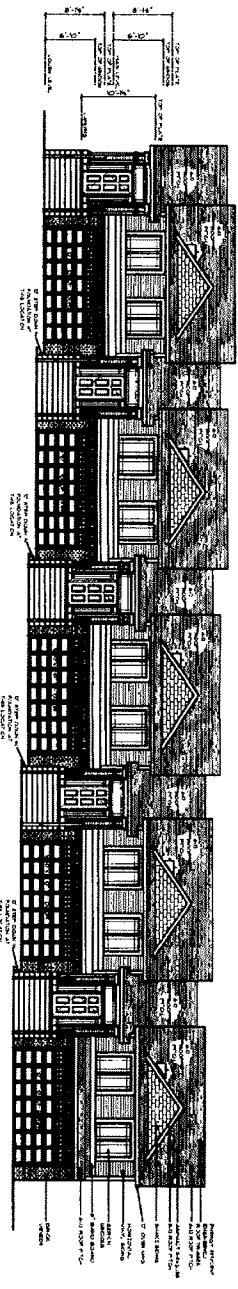
DESIGN ELEMENTS

RESIDENTIAL LIGHT COMMERCIAL DRAFTING
 LANE TREE + WVA + 34055
 30428 4570

SCALE: V6 - 1/0
 DATE: 11/2006
 DRAWN BY: CM
 CHECKED BY: CM

A4

DEYMONT



REVISED 04/18/2006

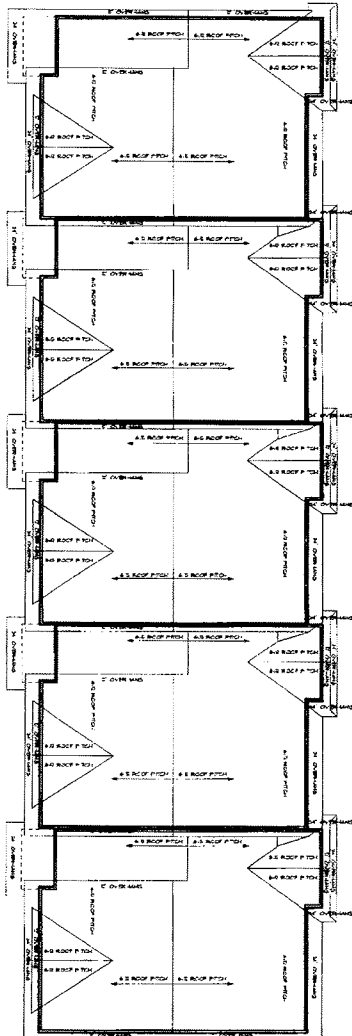
DEVY MONT DEVELOPMENT
 FIVE FAMILY - DOOR ON LEFT

SCALE: 1/8" = 1'-0"
 DATE: 11/2006
 DRAWN BY: COM
 CHECKED BY: COM
 PROJECT NUMBER: 050602

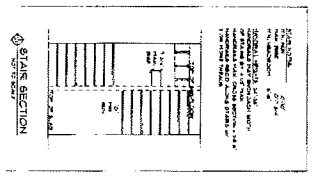
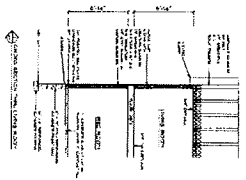
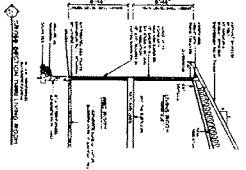
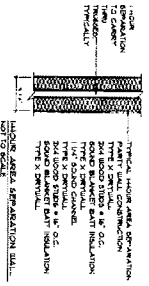
DESIGN ELEMENTS
 PRECRAFTING - LIGHT COMMERCIAL DRAFTING
 1000 W. 10TH ST. - SUITE 100
 WASHINGTON, DC 20004
 TEL: 202-462-4570
 FAX: 202-462-4572
 WWW.PRECFAC.COM

DEVY MONT

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ROOF PLAN



REVISED 04/18/2006

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A.A.

SCALE: 1/8" = 1'-0"
 DATE: 04/2006
 DRAWN BY: CDM
 CHECKED BY: CDM
 PROJECT NUMBER: 05C602

DEVDMONT DEVELOPMENT

DESIGN ELEMENTS
 RELATIONAL HEIGHT COMMERCIAL PRETINT
 L&L TRAIL - WVA - 52755
 59-654 4570
 CHRISTINA@RELATIONALHEIGHT.COM

REVISIONS

EXHIBIT "B"
Site Plan

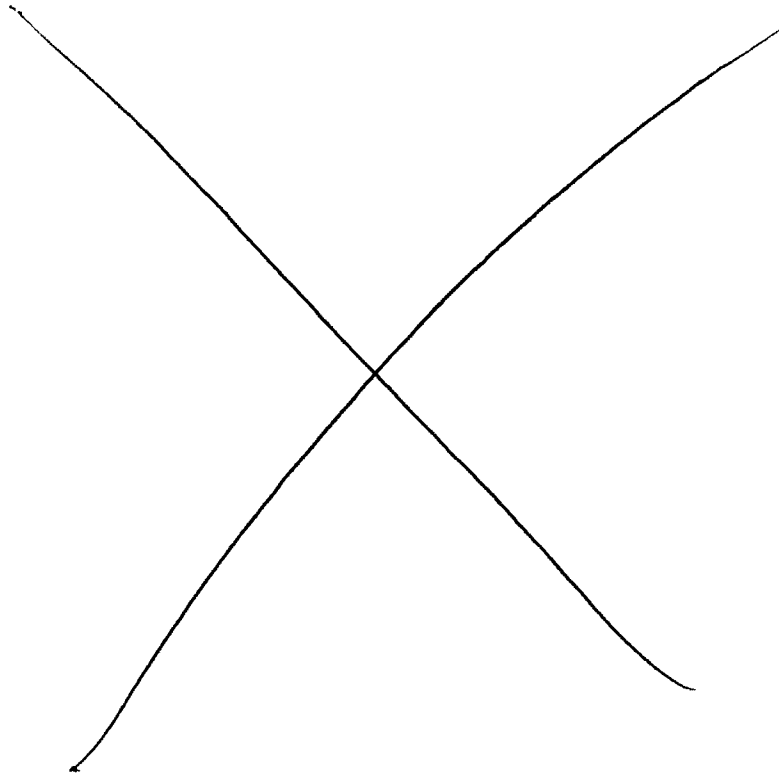
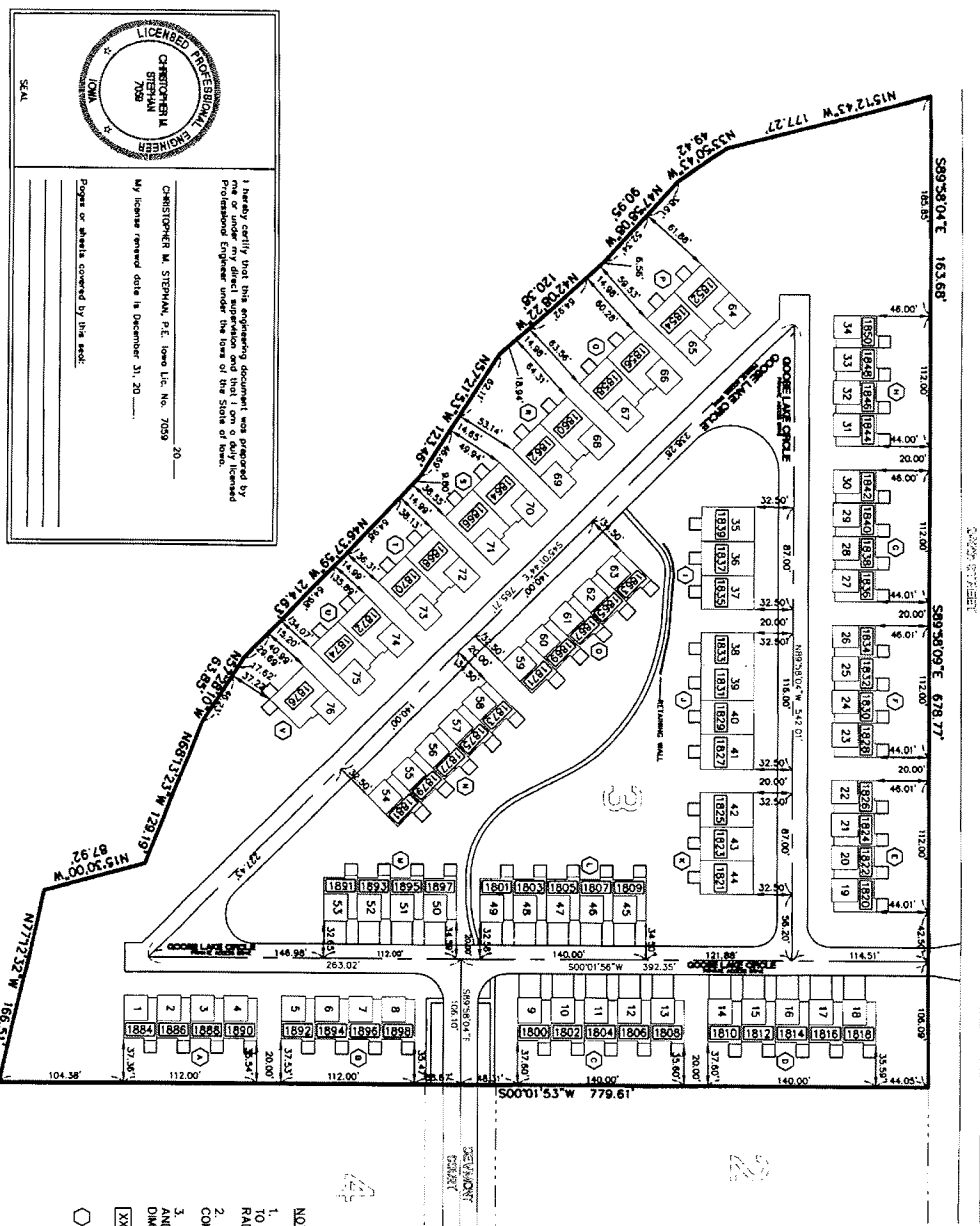


EXHIBIT "B" - SITE PLAN GOOSE LAKE ESTATES CONDOMINIUMS NORTH LIBERTY, IOWA



Legal Description
 Lot 3, Davenport Estates, in accordance with the Plat thereof recorded in Book 50, at Page 19, in the records of the Johnson County Recorder's Office. Said lot contains 9.61 acres, and is subject to easements and restrictions of record.

NOTES:

1. ALL MEASUREMENTS FROM PROPERTY LINES TO BUILDINGS ARE PERPENDICULAR AND/OR RADIAL TO SAID PROPERTY LINES.
 2. THIS DRAWING DEPICTS IMPROVEMENTS COMPLETED AS OF XX/XX/XX.
 3. REFERENCE BUILDING PLANS, EXHIBIT "A" AND AMENDED EXHIBIT "A", FOR BUILDING DIMENSIONS.
- XXXX - INDICATES GOOSE LAKE CIRCLE STREET ADDRESS
- - INDICATES BUILDING NUMBER



CIVIL ENGINEERS
 LAND PLANNERS
 LAND SURVEYORS
 LANDSCAPE ARCHITECTS
 ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
 IOWA CITY, IOWA 52240
 (319) 351-8282
 WWW.MMSCONSULTANTS.COM

5761 C ST. SW SUITE D
 CEDAR RAPIDS, IOWA 52404
 (319) 841-5188

Date	Revision

EXHIBIT "B" SITE PLAN GOOSE LAKE ESTATES CONDOMINIUMS NORTH LIBERTY JOHNSON COUNTY IOWA

MMS CONSULTANTS, INC.

Date:	05/01/06
Designed by:	CMS
Field Book No.:	
Drawn by:	RLS
Scale:	1"=100'
Checked by:	CMS
Sheet No.:	1
Project No.:	IC 7059-015
of:	1

LICENSED PROFESSIONAL ENGINEER
 CHRISTOPHER M. STERNAK
 NO. 7059
 IOWA

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

CHRISTOPHER M. STERNAK, P.E. Iowa Lic. No. 7059
 My license renewal date is December 31, 20__

FIGURES & DIMENSIONS GOVERN BY THIS DRAWING

EXHIBIT "C"

**Description of Land, Units and Ownership
Interests in Common Elements**

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

Lot 3, Devmont Estates, in accordance with the Plat thereof recorded in Book 50, at Page 19, in the records of the Johnson County Recorder's Office, containing 9.61 acres, and is subject to easements and restrictions of record;

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

<u>Building</u>	<u>Unit</u>	<u>Percentage Ownership in Common Elements and Pro Rata Share of Expenses</u>	<u>Votes in Association</u>
A	1	1.316%	One
	2	1.316%	One
	3	1.316%	One
	4	1.316%	One
B	5	1.316%	One
	6	1.316%	One
	7	1.316%	One
	8	1.316%	One
C	9	1.316%	One
	10	1.316%	One
	11	1.316%	One
	12	1.316%	One
	13	1.316%	One
D	14	1.316%	One
	15	1.316%	One
	16	1.316%	One
	17	1.316%	One
	18	1.316%	One
E	19	1.316%	One
	20	1.316%	One
	21	1.316%	One
F	22	1.316%	One
	23	1.316%	One

	24	1.316%	One
	25	1.316%	One
	26	1.316%	One
G	27	1.316%	One
	28	1.316%	One
	29	1.316%	One
	30	1.316%	One
H	31	1.316%	One
	32	1.316%	One
	33	1.316%	One
	34	1.316%	One
I	35	1.316%	One
	36	1.316%	One
	37	1.316%	One
J	38	1.316%	One
	39	1.316%	One
	40	1.316%	One
	41	1.316%	One
K	42	1.316%	One
	43	1.316%	One
	44	1.316%	One
L	45	1.316%	One
	46	1.316%	One
	47	1.316%	One
	48	1.316%	One
	49	1.316%	One
M	50	1.316%	One
	51	1.316%	One
	52	1.316%	One
	53	1.316%	One
N	54	1.316%	One
	55	1.316%	One
	56	1.316%	One
	57	1.316%	One
	58	1.316%	One
O	59	1.316%	One
	60	1.316%	One
	61	1.316%	One
	62	1.316%	One
	63	1.316%	One
P	64	1.316%	One
	65	1.316%	One

Q	66	1.316%	One
	67	1.316%	One
R	68	1.316%	One
	69	1.316%	One
S	70	1.316%	One
	71	1.316%	One
T	72	1.316%	One
	73	1.316%	One
U	74	1.316%	One
	75	1.316%	One
V	76	1.316%	One

EXHIBIT "D"

BYLAWS
OF
GOOSE LAKE ESTATES CONDOMINIUMS OWNERS ASSOCIATION

These are the Bylaws of GOOSE LAKE ESTATES CONDOMINIUMS OWNERS ASSOCIATION (hereinafter referred to as "Association") organized pursuant for the purpose of administering Goose Lake Estates Condominiums, a horizontal property regime (condominium) established pursuant to Chapter 499B of the 2005 Code of Iowa, as amended, located on the following-described real estate in Johnson County, Iowa:

Lot 3, Devmont Estates, in accordance with the Plat thereof recorded in Book 50, at Page 19, in the records of the Johnson County Recorder's Office, containing 9.61 acres, and is subject to easements and restrictions of record;

I. MEMBERS AND VOTING RIGHTS

1. The owners of each condominium unit shall constitute the members of the association and membership shall automatically cease upon termination of all interests which constitute a person an owner. Declarant shall be and have the rights of members with respect to unsold units. Whenever only one spouse is a record titleholder, the other spouse shall be considered an owner for purposes of membership, and shall be bound by the provisions of all condominium documents including that provision in relation to the Homestead Exemption contained in Article VII of the Declaration.

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

3. If more than one person is the owner of the same unit, all such owners shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the owners of that unit shall be cast by the person named for that purpose on a certificate signed by all such owners or fiduciaries or other officials and filed with the Board of Directors. And such person shall be deemed to hold an ownership interest to such unit for purposes of voting and determining the representation of such ownership interest at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Board of Directors, such membership shall not be in good standing and the vote for that unit shall not be considered in considering a quorum or a vote or for any other purposes until this Bylaw is complied with.

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

II. MEMBERS' MEETINGS

1. The annual and any special meetings shall be held at a time and at a place within North Liberty, Johnson County, Iowa, chosen by the Initial Board of Directors or by the Board of Directors and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the notice thereof.

2. A special meeting shall be held whenever called by the President or, in his absence or disability, the Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-half (1/2) of the votes of the entire membership.

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

4. Notice of members' meetings shall be given by mailing or delivering same not less than ten (10) days, nor more than thirty (30) days prior to the date of the meeting. Notice shall be deemed to be given if mailed by First Class Mail to the member at the address of his unit within the regime, unless at the time of giving such notice such member has given written direction, delivered to an officer or member of the Board of Directors specifying a different mailing address to be carried on the rolls of the Association. If more than one person is the owner of the same unit or if more than one fiduciary or one official is acting in the premises, notice to such person shall be deemed to have been given, when given in accordance with this Paragraph to the person named in the certificate filed with the Board of Directors in accordance with Paragraph 3 of Article I. Notice of any meeting may be waived in writing by the person entitled thereto.

5. A quorum at a members' meeting shall consist of the presence of members in person or by proxy, representing a majority of the units. The acts carried or approved by a vote of a majority of the units represented at a meeting at which a quorum is present shall constitute the acts of the membership unless a different rule is provided herein or by the Articles of Incorporation, the Declaration or other agreement to which the Association is a party. The President, or, in his absence or disability, the Vice President shall preside at each members' meeting; if neither the President nor the Vice President is able to preside, a chairman shall be elected by the members present at such meeting.

6. At any membership meeting, a person holding a member's proxy to vote shall be permitted to participate in such meeting and shall be permitted to cast such member's vote on all questions properly coming before such meeting, provided such proxy must be in writing and signed by a member or other person entitled to cast votes, and shall set forth the unit with respect to which such rights are pertinent, and the period 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. At all meetings, the order of business shall consist of the following:

- A. Election of Chairman, if required.
- B. Calling roll and certification of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.

- E. Reports of officers, if applicable.
- F. Reports of committees, if applicable.
- G. Election of Directors, if applicable.
- H. Unfinished business.
- I. New Business.
- J. Adjournment.

III. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by an Initial Board of Directors constituting one (1) person. The Initial Board of Directors shall consist of such persons as the Declarant may appoint pursuant to the Declaration and need not be a member of the Association. The Initial Board of Directors shall be subject to removal only by the Declarant or by election of their successors pursuant to No. 7 below, at the time after 100 percent of the units are sold by Declarant. From and after the removal of the Initial Board of Directors, Board members shall be selected from the members of the Association, except as provided in Paragraph 2 below. An officer or designated agent of a member shall qualify to serve as a Director.

2. At a duly called members' meeting held after the Initial Board of Directors are removed and at each annual meeting thereafter, five directors shall be elected and the term of office of each director shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner as elsewhere provided.

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

4. Except as provided in Paragraph 5 of these Articles, vacancies on the Board of Directors may be filled until the date of the next annual meeting by a vote of a majority of the Directors remaining in office regardless of whether those remaining constitute a quorum.

5. Provided that the Initial Board of Directors shall be subject to removal only by the Declarant or by election of their successors after 100 percent of the sale of the units, then thereafter, any Director may be removed by concurrence of seventy-five percent (75%) of the members of the Association at a special meeting called for that purpose. The vacancy on the Board of Directors so created shall be filled by the persons entitled to vote at the same meeting.

6. The Initial Board of Directors as well as any other Directors appointed by the Declarant shall serve without compensation. Directors elected by the members shall receive such compensation and expenses as is approved by the persons entitled to vote at any annual or special meeting.

7. After the removal of the Initial Board of Directors, an organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organization meeting shall be necessary. An organization meeting of the Association to elect successors to the Initial Board of Directors of the Association shall be held not later than thirty (30) days following the sale of one hundred percent (100%) of all the units in the regime.

8. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board and no notice thereof shall be required until such resolution is modified and rescinded.

Special meetings of the Directors may be called by the President, Vice President, or any three Directors provided not less than two days' notice shall be given, personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

9. A quorum at the Directors' meeting shall consist of three-fifths of the entire Board of Directors. The acts approved by a majority of those present at a meeting duly called at which a quorum is present shall constitute the acts of the entire Board of Directors, except where approval by a greater number of Directors is required by the Declaration or these Bylaws.

10. The presiding officer of a Director's meeting shall be the President, or in his absence, the Vice President.

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

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, and the documents establishing the Condominium Regime. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and in addition to those elsewhere provided, shall include but not be limited to the following: Provided however, that the Initial Board of Directors shall be exempt from mandatory compliance but instead may employ similar methods as they shall determine to be reasonable and responsible to achieve similar results, until such time as the Initial Board of Directors is removed as provided herein.

1. The collection of assessments against members for all common expenses.

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

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

4. The reconstruction, repair, restoration, or rebuilding of the regime property and of any units as applicable after casualty; construction of new improvements or alterations if approved; to make and amend regulations respecting the use and occupancy of the property in the Condominium Regime and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, Bylaws, and Resolutions of the members.

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

6. To contract for management of the Regime and to delegate to such manager any or all powers and duties of the Association except such as are specifically required by the Declaration, Bylaws or Resolutions of the members to have approval of the Board of Directors or the membership of the Association.

7. To employ, designate and discharge personnel to perform services required for proper operation of the Regime.

8. To carry insurance on the property committed to the Regime and insurance for the protection of unit owners, and occupants and the Association.

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

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

11. To borrow money from any bank, lending institution or agency for the use and benefit of the Association and to secure the loan or loans by pledge of the assets of the Association, and from time to time to renew such loan and give additional security.

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

V. OFFICERS

1. The officers of the Association shall be the President, who shall be a Director, a Vice President, who shall be a Director, and a Treasurer and Secretary which offices shall be filled by one person, who need not be either a director or member, all such officers shall be elected annually by the Board of Directors and may be preemptorily removed and replaced by the vote of two-thirds of the Directors at any meeting. The initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. 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.

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

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

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

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

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

VI. FISCAL MANAGEMENT

1. The Board of Directors shall adopt a budget for each fiscal year (which shall be the same as the Association's fiscal year for Income Tax purposes) which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the following accounting categories according to good accounting practices: Provided however, that the Initial Board of Directors shall be exempt from mandatory compliance to establish the following itemized funds but instead may employ similar methods as they shall determine to be reasonable and responsible to achieve similar results, until such time as the Initial Board of Directors is removed as provided herein.

(a) Current expenses which shall include all funds and expenditures to be made for the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement which shall include funds for repair or replacement required because of damage, destruction, depreciation or obsolescence.

2. The Board of Directors shall assess against each unit and the owners thereof shall be liable for, a share of the items in the budget adopted pursuant to paragraph 1 equal to such unit's pro rata share of common expenses as set forth in the Declaration. Such share shall be assessed annually in advance for the fiscal year for which the budget was prepared and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective unit owner or owners in (12) equal installments, each installment being due and payable the first day of each calendar month, which day falls within such fiscal year. In the event notice of such assessment is not timely given, the assessment will not change but the due date for each installment which would otherwise be due and payable less than thirty (30) days from the giving of such notice, shall be due and payable on the due date of the first installment which is due not less than thirty (30) days from the date of such notice was mailed or delivered. In the event the annual assessment proves to be insufficient, the budget and assessments, therefore, may be amended at any time by the Board of Directors. Such amended budget may be adopted at a special directors meeting upon an affirmative vote of a majority of the directors. The additional amount so budgeted shall be assessed to each unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year.

3. Assessments for common expenses for emergencies and extraordinary expenditures, which cannot be paid from the annual assessments for common expenses and maintenance funds, shall be made only after notice of the need thereof to the unit owners. The assessments shall become effective, and shall be due in such manner as the Board of Directors may require after thirty (30) days' notice thereof after an affirmative vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted owners' meeting.

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

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

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

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

Said lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B.17 of the Code of Iowa, as amended, in which event the owner shall be required to pay a reasonable rental for the unit. In the event the Association forecloses on any lien, the owner or owners of such unit, by their membership in this Association, specifically waive any rights to delay or prevent foreclosure which he or they may have against the Association by reason of the Homestead Exemption. The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien which it holds.

7. If a mortgagee or purchaser of a unit obtains title as a result of foreclosure of a first mortgage, neither such mortgagee or purchaser or their successors or assigns, shall be liable for the assessments chargeable to such unit, due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all unit owners including the mortgagee or purchaser, and their successors and assigns. The owner of a unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments against the grantor or prior owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid therefore. The grantee or other successor in interest of an individual subject to a levy of an assessment on account of default shall be liable for any such special assessment.

8. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited.

Withdrawal of moneys from the accounts shall only be by checks signed by such persons as are authorized by the Directors.

VII. AMENDMENTS

1. These bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a regular or special meeting of the members upon the affirmative vote of a majority of all votes entitled to be cast; provided, however, no amendment effecting a substantial change in these Bylaws shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing. However, any provision relating to the Initial Board of Directors or its management of the affairs of the Association may not be repealed, amended, or altered in any manner, except by Declarant.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, except if notice of the proposed amendment has been given, an amendment relative to the same subject may be adopted by those present, in person or by proxy and possession the requisite percentage of membership and voting interests, provided further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed in Article II Section 3 of these Bylaws and shall be given to the persons described in Article II Section 4 and the holder of any first mortgage of record which has notified the Association of its interests not more than fifty (50) days nor less than thirty (30) days before the date such meeting will be held. More than one proposed amendment may be included in the notice of a meeting.

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

VIII. MISCELLANEOUS PROVISIONS

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

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

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

4. The Association shall promulgate such Rules and Regulations as it deems to be in the best interest of all owners within the Regime. The initial Board of Directors shall adopt the initial Rules and Regulations which may be added to, amended, modified or altered by the affirmative vote of the members representing a majority of the units' votes in the Association. Such Rules and Regulations, as amended, shall be binding upon all members, guests, and agents of members. An amendment to the Rules and Regulations shall not constitute an amendment to the Declaration and shall be valid and enforceable upon adoption without recording the same as an amendment to the Declaration.

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

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

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

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

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

10. No animals or reptiles of any kind shall be raised, bred, or kept in any unit or in the common elements, except that a unit owner shall be permitted to keep no more than one dog weighing no more than 60 lbs. and no more than one cat on the premises, provided that said animals are not kept, bred or maintained for any commercial purpose; and provided further that any such pet which in the opinion of the Board of Directors of the Association is causing or creating a nuisance shall be permanently removed from the property upon three (3) days written notice from the Board of Directors of the Association. Any person with the Regime keeping a pet shall immediately clean and remove any messes created or caused by said pet. Further, no unleashed pets whatsoever shall be allowed upon the limited or general common elements. This rule may not be altered, amended or repealed, except by Declarant, until Declarant, Devmont Development L.L.C., has sold every unit of the Regime. After that time, this rule may be amended, altered, or repealed as any other matter to be considered by the Association.

IX. DEFINITIONS

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

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

2. Owner: The term "owner" for purposes of these Bylaws shall mean any person who owns or holds for himself an interest in one or more units subject to the Regime provided that the

holder of a leasehold interest in a unit shall not be an owner and further provided that the holder of an equitable interest shall be an owner.

3. Unit. The term "unit" means each unit subjected to the Regime and consisting of one or more rooms intended for use as a residence.

4. Common expenses. The term "common expenses" shall include:

(a) Expenses of administration, expenses of maintenance, operation, repair or replacement of common elements, and the portions of units to be maintained by the Association.

(b) Expenses declared common expenses by the Declaration or these Bylaws.

(c) Any valid charge against the Regime as a whole.

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

