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Doc ID: 020574760066 Type: GEN  
Recorded: 06/26/2006 at 11:29:47 AM  
Fee Amt: \$332.00 Page 1 of 66  
Johnson County Iowa  
Kim Painter County Recorder  
BK 4043 PG 42-107

Condominium  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101  
Recorder's Cover Sheet

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Taxpayer Information: Devmont Development, L.L.C.

Return Address: P.O. Box 1757  
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Grantors:  
PG 2

Grantees: PG 3.

Legal description: PG 2

Document or instrument number if applicable.

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

This Declaration of Submission of Property to the Horizontal Property Regime established by Chapter 499B, Code of Iowa, is made and executed in North Liberty, Johnson County, Iowa, this 26 day of June, 2006, by Devmont Development L.L.C., hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in North Liberty, Iowa, 52317, Johnson County, Iowa, legally 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;**

AND WHEREAS, Declarant is the owner of one (1) one-family building, six (6) two-family building(s), two (2) three-family building(s), eight (8) four-family building(s), five (5) five-family building(s), and other improvements built, or to be built, upon the real property described above and it is the desire and the intention of the Declarant to divide the project into condominiums and to sell and convey the condominium units to various purchasers pursuant to the provisions of the Horizontal Property Act, and to impose upon said property mutually beneficial restrictions, covenants, and conditions; and

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

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

ARTICLE I.

**A. Definitions**

1. **Declarant.** The term "Declarant" shall mean Devmont Development L.L.C., the maker of this Declaration, and its successor or assigns.
2. **Declaration.** The term "Declaration" shall mean this instrument, by which **Goose Lake Estates Condominiums** is established pursuant to the Horizontal Property Act.
3. **Project.** The term "project" shall mean the entire parcel of real property, including all structures thereon, which is hereby divided into condominiums.
4. **Unit.** The term "unit" shall mean one or more rooms, occupying all or part of a floor or floors, including the garage, which are intended for use as a residence and which are not owned in common with other owners in the regime. The boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and includes the portions of the building so described and the air space so encompassed. There are seventy-six (76) units within this project shown and designated as indicated on the attached Exhibit "B".
5. **General Common Elements.** The term "general common elements" shall have the meaning as defined in Article IV of this Declaration.
6. **Limited Common Elements.** The term "limited common elements" shall have the meaning as defined in Article V of this Declaration.
7. **Building.** The term "building" shall mean the structural improvements located on the land, forming part of the real estate and containing units as more particularly described on Exhibit "B" and in Paragraph 2 of Article II of this Declaration.
8. **Garage.** The term "garage" means a portion of a unit abutting a driveway and intended for, but not limited to, the storage of an automobile.
9. **Condominium.** The term "condominium" means the entire estate in the real property owned by an owner, consisting of an undivided interest in the Common Elements and ownership of a separate interest in a unit.
10. **Owner.** The term "owner" means any person with an ownership interest in a unit in the project.
11. **Council of Co-Owners.** The term "council of co-owners" means all the co-owners of the building and is otherwise known and synonymous with the term "association" and/or "homeowners association."

12. **Association.** The term "association" means the same as the "council of co-owners" as defined in Paragraph 11 hereof and refers to **Goose Lake Estates Condominiums Owners Association** and its successors.

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

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

15. **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.

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

ARTICLE II.

**Description of Land, Buildings and Units**

1. **Description of Land.** The land submitted to this regime abuts along 240<sup>th</sup> Street and Devmont Court in North Liberty, Iowa. The exact legal description is 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 Buildings:** The condominium regime consists of one (1) one-family building, six (6) two-family building(s), two (2) three-family building(s), eight (8) four-family building(s), five (5) five-family building(s), and seventy-six (76) dwelling units, numbered as shown on Exhibits "B" and "C". The buildings have a relationship to elevation as generally depicted on Exhibit A. The drawings for buildings I, J and K will be recorded later, and will automatically amend this Declaration. No other amendment procedure will have to be followed. The buildings contain the number of dwelling units all as detailed on Exhibits "B" and "C". The buildings have been or will be constructed to the following general specifications:

**General Specifications for One-Family and Two-Family Buildings**

**Foundation:** Poured reinforced concrete as per plan. Styrofoam insulation inside all frost walls. Sealed below grade with tar or equivalent. Drainage tile to daylight.

**Wall Framing:** 2 x 4 SPF grade with 7/16 OSB and Housewrap on all exterior walls.

**Floor Framing:** TJI engineered floor system with 3/4" tongue and groove OSB sheeting.

**Building Exterior:**

- a. brick and vinyl siding
- b. engineered roof trusses
- c. ridge vent roof ventilation or equivalent
- d. seamless gutter and downspouts
- e. 30-year Certainteed architectural shingles

**Windows:** Single hung and Slider Lo-e insulated glass vinyl windows.

**Exterior Doors:** Insulated steel doors in vinyl clad frame – double bore.

**Interior Trim:**

- a. Interior doors – 1-3/8" hollow 6 panel white painted doors
- b. Casing – 2 1/4" oak
- c. Base – 3" colonial oak
- d. Oak sill and apron on drywall wrapped windows
- e. Satin nickel hinges, door knobs and stops
- f. Some interior trim may be maple or birch instead of oak

**Cabinets:** Raised panel oak or plantation hardwood in kitchen and crown molding on upper cabinets. Some cabinets may be constructed of different materials.

**Countertops and Vanities:** Formica in stock pattern with backsplash and no-drip rolled edge. Vanities are molded marble in stock color.

**Interior Walls and Ceilings:**

- a. 5/8" rock on ceiling and 1/2" on walls
- b. Orange peel texture on walls and acoustic on ceiling.
- c. All walls and ceilings painted with flat white or equal. Same color throughout.

**Insulation:**

- a. Walls – R-15 net and blow and R-19 friction fit batts
- b. Attic Area – Blown R-40 or equivalent friction batts
- c. R-11 insulated garage walls

**Plumbing Fixtures/HVAC:**

- a. Stainless steel kitchen sink with garbage disposal
- b. Ice Maker line for refrigerator
- c. Gas service to water heater, fireplace and furnace
- d. Two frost proof water hose lines. One in back and front
- e. Aquaglass tubs and shower or equivalent
- f. Furnace 90% efficient
- g. 2 ton 12 Seer air conditioner or better

**Floor Coverings:**

- a. Uni-Click Laminate Hardwood in Kitchen area
- b. Vinyl in bathrooms, laundry
- c. Carpet in reminder of home
- d. Tile in foyer

**Appliances:** Black or White GE or equal.

- a. Microwave
- b. Glass top stove
- c. Refrigerator

**Shelving:** Wire shelving.

**Drives and Walks; Seed and Sod:** Driveways and sidewalks 4" thick reinforced concrete. All areas to be covered with sod or seed. Retaining wall as needed to be 6 x 6 treated wood. Buyer is responsible for watering sod after closing. Declarant will not be responsible for sod not watered after closing. Sod is not a warranted item.

**Deck and Concrete Patio:** Declarant is not responsible for deck materials twisting or shrinking after installation. It is recommended to treat the decks with a water-resistant clear coat after six (6) months.

**Lighting:** Recessed can lights per specs.

**Cable:** One phone and cable jack per room. Cable is high grade RG-6E. All cable outlets are wired for high speed internet.

**Gas Fireplace:** Fireplace includes one row of tile around fireplace with oak uprights and mantle. Some fireplaces may have blower added.

## **General Specifications for Three-Family, Four-Family and Five-Family Buildings**

**Foundation:** Poured reinforced concrete as per plan. Styrofoam insulation inside all frost walls.

**Wall Framing:** 2 x 4 SPF grade with 7/16 OSB and Housewrap on all exterior walls.

**Floor framing:** TJI engineered floor system with 3/4" tongue and groove OSB sheeting.

### **Building Exterior:**

- a. Brick and vinyl siding
- b. Engineered roof trusses
- c. Ridge vent roof ventilation or equivalent
- d. Seamless gutter and downspouts
- e. 30-year Certainteed architectural shingles

**Windows:** Single hung and Slider Lo-e insulated glass vinyl windows.

**Exterior Doors:** Insulated steel doors in vinyl clad frame – double bore.

### **Interior Trim:**

- a. Interior doors – 1-3/8" hollow 6 panel white painted doors
- b. Casing – 2 1/4" oak
- c. Base – 3" colonial oak
- d. Oak sill and apron on drywall wrapped windows
- e. Satin nickel hinges, door knobs and stops
- f. Some interior trim may be maple or birch instead of oak

**Cabinets:** Raised panel oak or plantation hardwood in kitchen and crown molding on upper cabinets. Some cabinets may be constructed of different materials.

**Countertops and Vanities:** Formica in stock pattern with backsplash and no-drip rolled edge. Vanities are molded marble in stock color.

### **Interior Walls and Ceilings:**

- a. 5/8" rock on ceiling and 1/2" on walls
- b. Orange peel texture on walls and acoustic on ceiling.
- c. All walls and ceiling primed and painted with flat white or equal. Same color throughout.

### **Insulation:**

- a. Walls – R-15 net and blow and R-19 friction fit batts
- b. Attic Area – Blown R-40 or equivalent friction batts
- c. R-11 insulated garage walls

**Plumbing Fixtures/HVAC:**

- a. Stainless steel kitchen sink with garbage disposal
- b. Ice Maker line for refrigerator
- c. Gas service to water heater, fireplace and furnace
- d. Two frost proof water hose lines. One in back and front
- e. Aquaglass tubs and shower or equivalent
- f. Furnace 90% efficient
- g. 2 ton 12 Seer air conditioner or better

**Floor Coverings:**

- a. Uni-Click Laminate Hardwood in Kitchen area
- b. Vinyl in bathrooms, laundry
- c. Carpet in remainder of home

**Appliances:** Black or White GE or equal.

- a. Microwave
- b. Glass top stove
- c. Refrigerator

**Shelving:** Wire shelving.

**Drives and Walks; Seed and Sod:** Driveways and sidewalks 4” thick reinforced concrete. All areas to be covered with sod or seed. Retaining wall as needed to be 6 x 6 treated wood. Buyer is responsible for watering sod after closing. Declarant will not be responsible for sod not watered after closing. Sod is not a warranted item.

**Deck and Concrete Patio:** Declarant is not responsible for deck materials twisting or shrinking after installation. It is recommended to treat the decks with a water-resistant clear coat after six (6) months.

**Lighting:** Recessed can lights per specs.

**Cable:** One phone and cable jack per room. Cable is high grade RG-6E. All cable outlets are wired for high speed internet.

**Gas Fireplace:** Fireplace includes one row of tile around fireplace with oak uprights and mantle. Some fireplaces may have blowers added.



**Reasonable Deviations:** Declarant shall have the right without approval of any other owners, to make reasonable deviations from the specifications provided herein as long as such deviations are equal in value to these specifications. Any deviations required by state, federal or local codes shall be allowed.

3. **Description of the Units.** Annexed hereto and made a part hereof as Exhibit "C" is a list of all units in the buildings, showing their unit designation, percentage interest in the common elements, number of votes in the association, and pro rata share of common expenses. Annexed hereto and made a part hereof as Exhibit "B" is a site plan showing the location of the buildings and the limited common elements to which each unit has immediate access. Annexed hereto and made a part hereof as Exhibit "A" are the building plans for the buildings which together with the definition of the term "unit" in Article I show the dimensions of each unit. The drawings for buildings I, J and K will be recorded later and will automatically amend this Declaration. Amended Exhibits "A", "B", "C" and Engineer's Certificates will be filed as buildings are completed, which will automatically amend this Declaration. Any such amendments are not required to follow any other amendment procedure.

### ARTICLE III.

#### Ownership Interests

1. **Exclusive Ownership and Possession by Owner.** Each owner shall be entitled to exclusive ownership and possession of his unit. Each owner shall be entitled to an undivided interest in the Common Elements, equal to the fractional interest expressed in Exhibit "C" of this Declaration. The fractional interest of each owner in the Common Elements as expressed in Exhibit "C" shall have a permanent character and shall not be altered without the consent of all owners expressed in an amended declaration duly recorded. The fractional interest in the Common Elements shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each owner may use the Common Elements in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other owners.

An owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, ceiling, windows and doors bounding his/her unit, nor shall the owner be deemed to own the utilities running through his/her unit which are utilized for, or serve more than one unit, except as a fractional interest in the Common Elements. An owner, however, shall have the exclusive right to paint, re-paint, tile, wax, paper or otherwise re- finish and decorate the interior surfaces of the walls, floors, ceilings, windows and doors bounding his/her unit.

2. **Appurtenances.** There shall pass with the ownership of each unit as a part thereof, whether or not separately described, all appurtenances to such unit and no part of

the appurtenant interest of any unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such unit itself or of all units in the regime.

3. **Undivided Fractional Interest.** An undivided interest in the land and other common elements of the regime, regardless of whether such elements are general or limited common elements, shall be appurtenant to each unit. The amount of such undivided interest appurtenant to each unit is that fraction as set forth in Exhibit "C."

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

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

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

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

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

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

(c) Every portion of a unit contributing to the support of a building is burdened with an easement of such support for the benefit of all such other units;

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

ARTICLE IV.

**General Common Elements**

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

- (a) The land on which the building is erected.
- (b) The foundations, floors, exterior walls of each unit and of the buildings, ceilings, and roofs, communication ways, and in general all devices or installations existing for common use, except as limited in the next Article.
- (c) Installations for public utilities, including electric, gas, and cold water for common use.
- (d) Front, side, and rear yards; plantings; and the common sidewalks, streets and parking.

ARTICLE V.

**Limited Common Elements**

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

2. **Reservation.** The following common elements are reserved and shall constitute the limited common elements: All exterior walls of a building, all walls and partitions segregating units from other units, interior load-bearing walls and all other elements which are structural to a unit are reserved for that unit (or units where partitions separate two units contained in a building); Driveways and walks to the front doors of units; Decks, porches and patios which abut the unit.

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

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

ARTICLE VI.

**Declarant's Reserved Rights and Powers**

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

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

3. **Designation of Association Directors.** Declarant shall have the right to name all members of the Board of Directors of **Goose Lake Estates Condominiums Owners Association** until the first annual members' meeting of said Association, which shall be held as provided for in the bylaws. Thereafter, the Board of Directors shall be selected in the manner specified in the bylaws of the Association.

ARTICLE VII.

**Management of the Regime**

1. **Association; Council of Co-owners.** The operation of the condominium shall be a non-profit membership association. The name of the Association shall be **Goose Lake Estates Condominiums Owners' Association**. A copy of its bylaws is attached hereto as Exhibit "D". Whenever a vote or other action of unit owners as a group is required the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of

the owners or the Council of Co-owners whenever such action is permitted or required herein or by Chapter 499B of the Code of Iowa. The Association may be incorporated by Declarant or by a vote of the Board of Directors.

2. **Compliance.** All owners, tenants, families, guests, and other persons using or occupying the regime shall be bound by and strictly comply with the provision of the bylaws of the Association and applicable provisions of other condominium documents, and all agreements, regulations and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such owners and other persons. A failure to comply with the bylaws or the provisions of the other condominium documents or any 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 any mandatory or other injunctive relief without waiving either remedy.

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

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

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

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

7. **Board of Directors.** The affairs of the Association shall be conducted by a Board of Five (5) Directors who shall be designated in the manner provided in the Bylaws. The Board may employ a manager or managerial service company and delegate various responsibilities to such person as more particularly described in the bylaws. The management fee shall be a common expense. However, the affairs of the Association shall be conducted by an Initial Board of Directors of One (1) Director appointed by Declarant until such time as 100% of the units have been sold by Declarant. This provision may not be repealed, amended, or altered in any manner, except by Declarant.

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

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

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

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

**Jason Dumont  
Devmont Development L.L.C.  
2670 Aspen Court NE  
North Liberty, Iowa 52317**

ARTICLE VIII.

**Maintenance, Alteration, and Improvement**

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

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

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

**2. Maintenance by Association.**

(a) The Association shall maintain all common elements, whether limited or general, and shall make assessments thereof as a common expense, except where maintenance has been specifically made the responsibility of each unit.

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

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

**3. Maintenance by Owner.**

(a) Each unit owner at his/her own expense shall maintain the interior, including the boundary surfaces, of such unit and its equipment; shall keep the interior in a clean and sanitary condition; shall do all redecorating, painting, and other finishing which may at any time be necessary to maintain his/her unit; and shall be responsible for the maintenance and replacement of all personality including carpets, other floor coverings, furnishings, and appliances within such unit.

(b) The owner of each unit shall be responsible for maintaining and replacing the plumbing fixtures within the unit and the furnace and air conditioning unit serving such unit together with heating ducts and all other utilities, including electrical and electrical fixtures or portions thereof located within the boundaries of his/her unit. The owner shall also, at his own expense, keep in a clean and sanitary condition his/her unit and any porch or deck which is for the exclusive use of his/her unit.

(c) The unit owner shall maintain, at their expense, any improvement or alteration made by him/her.

(d) The owner of each unit shall promptly report to the Association any defects or other maintenance needs which are the responsibility of the Association.

(e) The owner of each unit shall be responsible for landscaping and maintaining the area immediately beneath the front deck of the unit in a manner acceptable to the Association.

(f) The owner of each unit shall be responsible for snow removal from any deck, porch and patio which abuts the unit, as well as the front stoop area, and any walks to the front doors of the unit, all in a manner acceptable to the Association.

4. **Alterations or Improvements by Owner.** No unit owner shall make or permit to be made any structural alteration to the building without first obtaining written consent of the Board of Directors of the Association (which consent may be given by general rule or regulation) which shall determine the proper insurance of such improvement or other alteration, and the effect of such improvement or alteration, on insurance of other property of the regime, and which shall arrange with such unit owner for the payment of the cost of any additional insurance thereby required. Alterations to the exterior of any building or common element shall not be made if, in the opinion of the Board of Directors of the Association, such alteration would be detrimental to the integrity or appearance of the regime as a whole. Unit owners shall do no act or work which will impair the structural soundness or integrity of the building or safety of the property or impair any easement. The improvement or alteration of a unit shall cause no increase or decrease in the number of ownership interests appurtenant to such unit.

5. **Alterations or Improvements by the Association.** Whenever in the judgment of the Board of Directors of the Association, the common elements shall require additions, alterations, or improvements costing in excess of One Thousand Dollars (\$1,000.00) and the making of such additions, alterations, or improvements shall have been approved by a majority of the unit owners, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all unit owners for the costs thereof as a common charge. Any additions, alterations or improvements costing One Thousand Dollars (\$1,000.00) or less may be made by the Board of Directors without approval of unit owners, and the costs thereof shall constitute part of the common expenses.

ARTICLE IX

**Conditions of and Restrictions on Ownership, Use and Enjoyment**

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

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



- (a) A unit shall be used or occupied for single family dwelling purposes only.
- (b) A condominium may be rented or leased by the owner or his lessee, provided that the entire unit is rented, and provided that occupancy under the lease shall not exceed the maximum allowed occupancy for said unit under the North Liberty City Code. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the condominium documents.
- (c) Nothing shall be altered in, constructed in, or removed from, the common elements, limited or general, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association, 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 lease is entered into.
- (d) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the unit owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.
- (e) Nothing shall be done or kept in any unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his unit or in the common area which will result in the cancellation of insurance on any unit or any part of the common area, or which would be in violation of any law.
- (f) No unit owner shall be permitted to erect a TV antenna or any other fixture, item or appurtenance on any building roof.
- (g) The Association shall have the authority to adopt rules and regulations governing the use of the property and such rules shall be observed and obeyed by the owners, their guests and licensees.
- (h) No unit owner shall be allowed to install additional parking slabs on any part of the property, nor shall parking of any vehicles be allowed except on designated driveways and in garages.
- (i) 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, providing such entry shall be made with as little inconvenience to the owners as practicable.
- (j) A unit owner shall give notice to the Association of every lien against his/her unit other than permitted mortgages, taxes and association assessments, and of any suit or other proceeding which may affect the title to his/her unit within ten (10) days after the lien attaches or the owner receives notice of such suit.
- (k) A unit owner shall be liable to the Association for the expense of any maintenance, repair or replacement rendered necessary by his/her act, neglect, or carelessness, or by that of his/her family, guests, employees, agents or lessees which liability shall include any increase in insurance rates resulting therefrom.

(l) 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 within 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.

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

## ARTICLE X

### Insurance and Casualty

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

2. **Fire and Casualty.** Fire and other hazard insurance shall be purchased by the Board as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of the monthly condominiums association fees. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as it may be required by the respective mortgagees. The policy, and certificates so issued, will bear a mortgage clause naming the mortgagees interested in said property. The policy or policies shall insure against loss from perils therein covered to all of the improvements in the project, except as may be separately insured. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The improvements to be insured under this clause shall be continually insured to value, and the

policy or policies shall contain replacement cost insurance. If reasonably available, the policy or policies shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. The policy or policies shall name as insured all of the owners, the Association and Declarant, so long as Declarant is the owner of any of the units in the project. The Declarant shall notify the insurance carrier of any change in ownership of a unit until such time as the Declarant shall no longer own any more of the units at which time it shall be the responsibility of the Association to notify the insurance carrier of a change in the ownership of any unit. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent owners.

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

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

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

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

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

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

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

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

In the event of a determination not to re-build, the Board shall offer the project for sale forthwith, at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association, and/or by the owners as a whole on the project, including coverage on the units in the common area, except for unit coverage under Clause 4 of this Article X, shall be distributed proportionately to the unit owners in the same proportion that the unit in which they have an interest shares in the common elements, except that where there is a mortgage of record or other valid encumbrance on any one unit then, and in that event, with respect to said unit, the Association will distribute said proceeds as follows: First to the record owner of the mortgages upon units and common elements in the regime in satisfaction of the balance currently due on said encumbrances and then the remaining proceeds, if any, to the unit owner of record.

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

entitled to the same remedies as those provided in Article VII of this Declaration, covering a default of any owner in the payment of maintenance charges.

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

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

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

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

ARTICLE XI

**Termination**

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

(a) **Destruction.** In the event it is determined in the manner elsewhere provided that the building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated in compliance to the provisions of Section 499B.8 of the Code of Iowa (2005).

(b) **Agreement.** The condominium may be terminated at any time by the approval in writing of all of the owners of the condominium and by holders of all liens affecting any of the units by filing an instrument to that effect, duly recorded, as provided in Section 499B.8 of the Code of Iowa (2005). It shall be the duty of every unit owner and his respective lien holder to execute and deliver such instrument and to perform all acts as in manner and form may be necessary to effect the sale of the project when at a meeting duly convened of the Association, the owners of 100% of the voting power, and all record owners of mortgages upon units in the Regime, elect to terminate and/or sell the project.

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

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

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

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

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

(d) After termination, the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the owners in a percentage equal to the fractional interest owned by each owner in the common elements; after first paying out of the respective shares of the owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each owner.

## ARTICLE XII

### Amendments and Miscellaneous

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

(a) **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Holders of a first mortgage of record shall receive notice of such proposed amendment as provided in the Bylaws of the Association.

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


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

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

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

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

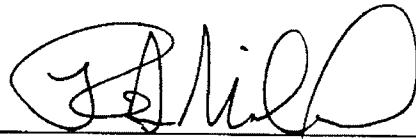
**Devmont Development L.L.C.**



**Jason Dumont,  
Member & Manager**

STATE OF IOWA )  
COUNTY OF Johnson ) SS:

On this 26<sup>th</sup> day of June, 2006,  
before me, a Notary Public in and for the said state, personally appeared, **Jason Dumont**, to me personally known, who being by me duly sworn did say that that person is a member and manager of said limited liability company and that no seal has been procured by the said limited company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said **Jason Dumont, member and manager**, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntary executed.



Notary Public in and for the State of Iowa

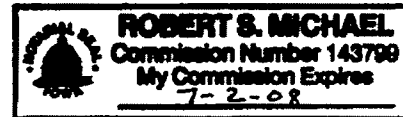




EXHIBIT "A"  
Building Plans

ONE-FAMILY BUILDINGS  
(Building V)

- Drawing of front and rear of the building
- Drawing of left and right of the building
- Drawing of the lower level/foundation plan
- Drawing of the main level floor plan
- Drawing of the roof plan

TWO-FAMILY BUILDINGS  
(Buildings P, Q, R, S, T, and U)

- Drawing of front, side, and rear of the building
- Drawing of the lower level/foundation plan
- Drawing of the main level floor plan

THREE-FAMILY BUILDINGS  
(Buildings I and K)

(To be recorded later)

FOUR-FAMILY BUILDINGS (DOOR ON RIGHT)  
(Buildings E, F, G, H, and M)

- Drawing of front and rear of the building
- Drawing of left and right of the building
- Drawing of the lower level/foundation plan
- Drawing of the main level floor plan
- Drawing of the roof plan

FOUR-FAMILY BUILDINGS (DOOR ON LEFT)  
(Buildings A and B)

Drawing of front and rear of the building

Drawing of left and right of the building

Drawing of the lower level/foundation plan

Drawing of the main level floor plan

Drawing of the roof plan

FOUR-FAMILY BUILDINGS  
(Building J)

(To be recorded later)

FIVE-FAMILY BUILDINGS (DOOR ON RIGHT)  
(Building L)

Drawing of front, left, right and rear of the building

Drawing of the lower level/foundation plan

Drawing of the main level floor plan

Drawing of the roof plan

FIVE-FAMILY BUILDINGS (DOOR ON LEFT)  
(Buildings C, D, N and O)

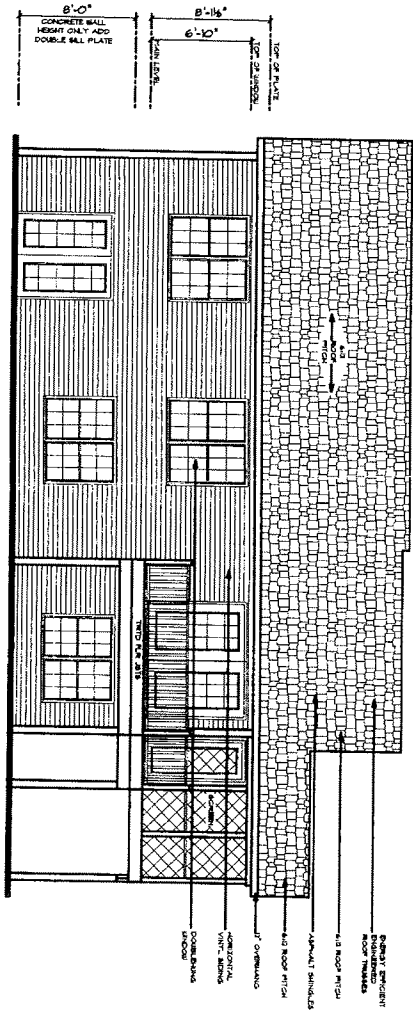
Drawing of front, left, right and rear of the building

Drawing of the lower level/foundation plan

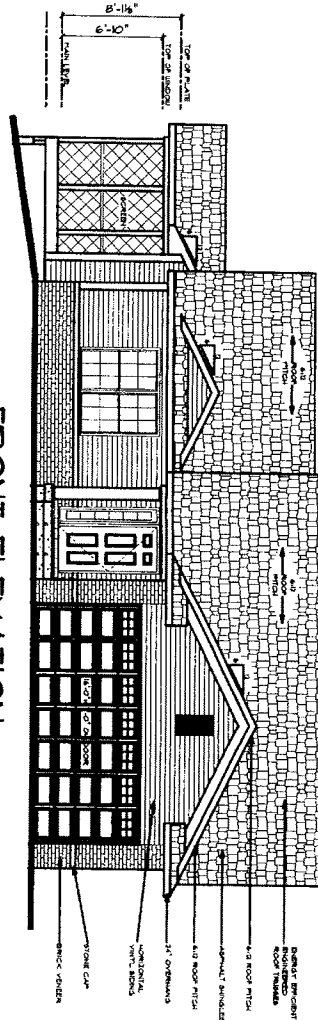
Drawing of the main level floor plan

Drawing of the roof plan

REAR ELEVATION



FRONT ELEVATION



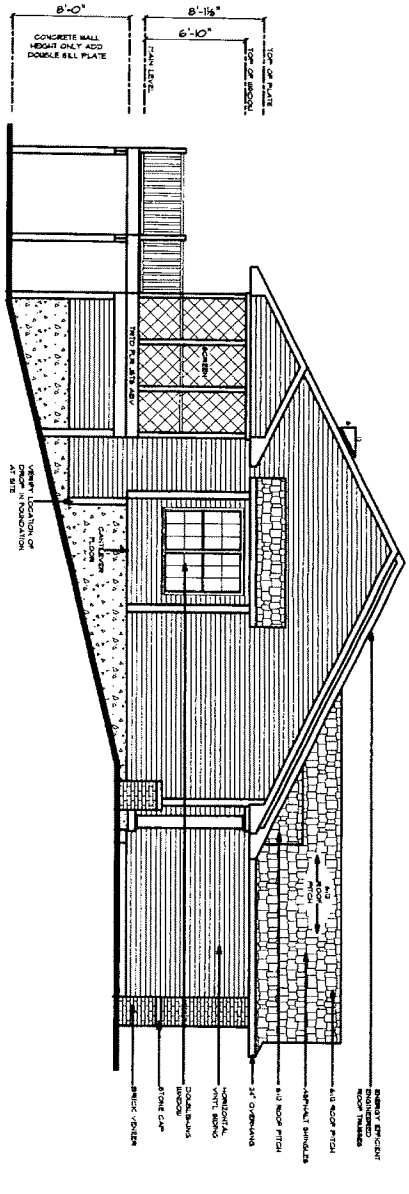
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 DATE: 06/20/2006  
 DRAWN BY: JAC  
 CHECKED BY: CDM  
 PROJECT NUMBER: 054599

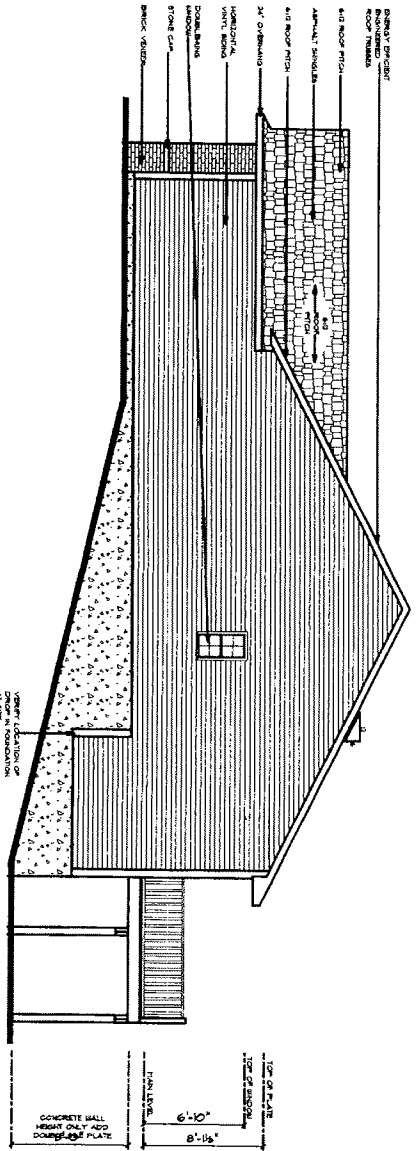
DEVONT DEVELOPMENT  
 SINGLE DWELLING RANCH

DESIGN ELEMENTS  
 ARCHITECTURAL, INTERIOR, COMMERCIAL DESIGN INC.  
 59-05 4570  
 CHRISTIANBURG, VA 22602

DEVONTS



LEFT ELEVATION



RIGHT ELEVATION

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

DATE: 06/13/2006

DRAWN BY: JAC

CHECKED BY: CDM

PROJECT NUMBER: 05M599

VERMONT DEVELOPMENT

SINGLE DWELLING RANCH

DESIGN ELEMENTS

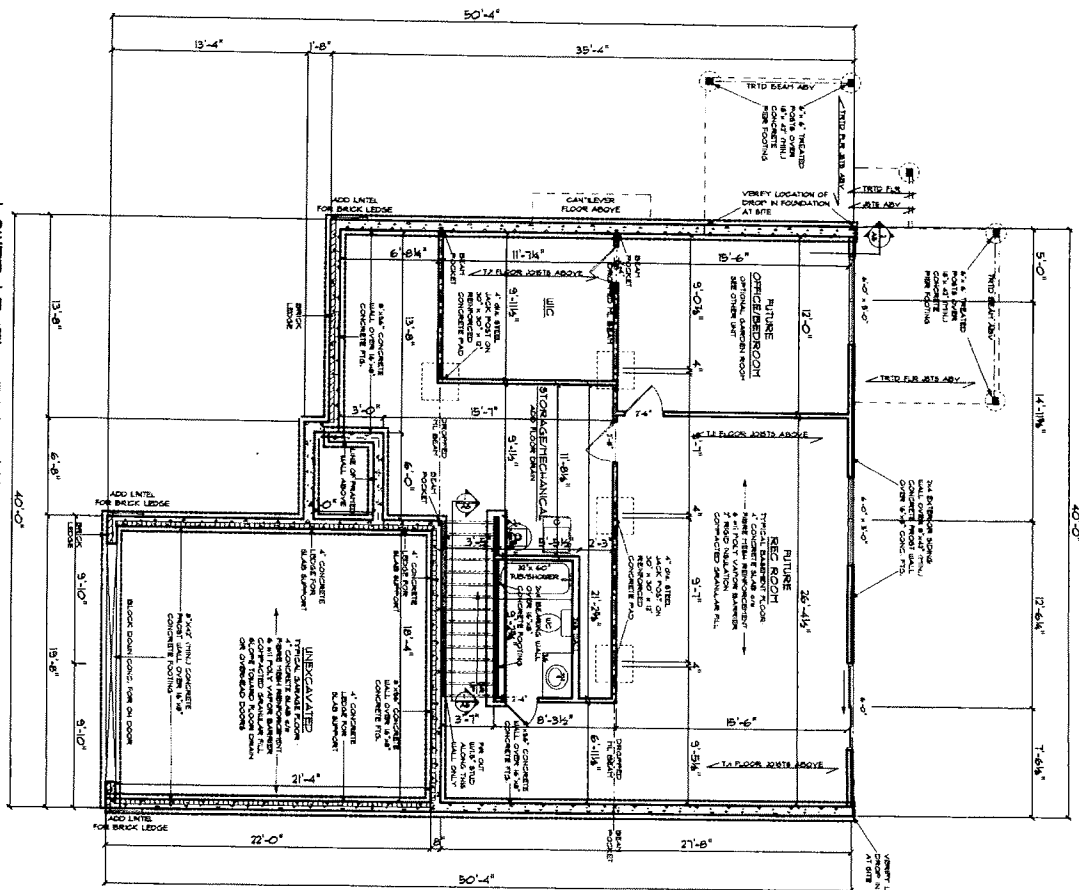
RESIDENTIAL - LIGHT COMMERCIAL DRAFTING

LOT: TRAC - 87VA - 82755

89 - 68 0570

CHRIS@DESIGNELEMENTS.COM

REVISIONS



**LOWER LEVEL / FOUNDATION PLAN**  
 MAIN LEVEL: 1260 SQ. FT.  
 LOWER LEVEL F.F.: 921 SQ. FT.  
 TOTAL SQ. FT.: 1260 SQ. FT.

**NOTES**

- 6'-0" BASEMENT WALL HEIGHT UNLESS NOTED
- DOUBLING WINDOWS TO BE USED EVERYWHERE UNLESS NOTED VERIFY SIZES AND MANUFACTURERS USE THERMOPANE GLASS WHERE NEEDED
- TO MEET CODE REQUIREMENTS RELAYE ROOF TRUSSES ARE TO BE DESIGNED AND CERTIFIED BY A LICENSED ENGINEER IN THE STATE OF CALIFORNIA
- ALL EXTERIOR WALLS ARE 2x4'S AT 16" OC
- ALL INTERIOR WALLS ARE 2x4'S AT 16" OC
- GARAGE WALLS ARE 2x4'S AT 16" OC
- 2" CLEARANCE IN FRONT OF OPENING TO SHOWER
- 2" CLEARANCE IN FRONT OF WATER CLOSET
- SMOKE DETECTORS ARE TO BE INSTALLED IN ALL BEDROOM, HALLWAYS AND AT THE ENTRANCE TO EACH LEVEL
- BE DETERMINED BY GENERAL CONTRACTOR ALL STAIRWELLS PER CODE

**FOUNDATION NOTES**

- 3000 PSI CONCRETE FRESHLY PLACED
- FORM FOOTING DESIGN, HOOPER AS NEEDED
- 4" REBAR SPACING AND BOUNDARY
- REBAR FLOOR IS IN PLACE
- 3000 PSI CONCRETE FRESHLY PLACED
- 4" REBAR SPACING AND BOUNDARY
- SOIL - IF INCORPORATED OVER EXISTING FOOTING ARE TO MEET LOCAL MEET REQUIREMENTS

**REVIEWS**

**DESIGN ELEMENTS**

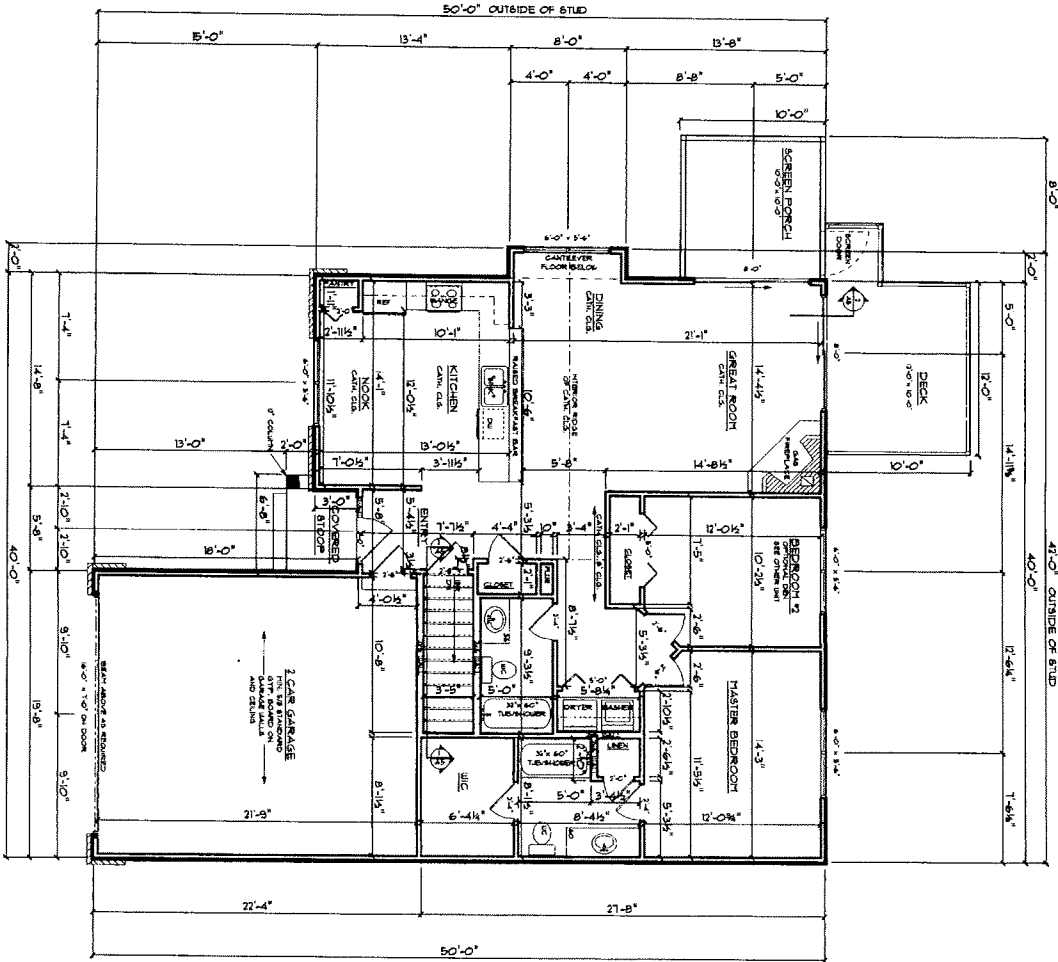
RESIDENTIAL/COMMERCIAL/SCALE/TYPE  
 LPA TEL: 415.414.1527/50  
 59 905 961570  
 CRYSTAL/THANKS/DEVELOPMENT/ACCOV

**DEVVONT DEVELOPMENT**

**SINGLE DWELLING RANCH**

SCALE: 1/8" = 1'-0"  
 DATE: 06/26/2006  
 DRAWN BY: JAC  
 CHECKED BY: COM  
 PROJECT NUMBER: 05M599

• A3 •



**MAIN LEVEL FLOOR PLAN**  
 MAIN LEVEL: 1260 SQ. FT.  
 TOTAL SQ. FT.: 1260 SQ. FT.

**NOTES**

- 2 1/2\"/>

COMPILED FROM ARCHITECTURAL RECORDS OF THE PROJECT

• AA •

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

DATE: 06/21/2006

DRAWN BY: JAC

CHECKED BY: CDM

PROJECT NUMBER: 05M599

**DEVVONT DEVELOPMENT**

**SINGLE DWELLING RANCH**

• DESIGN ELEMENTS •

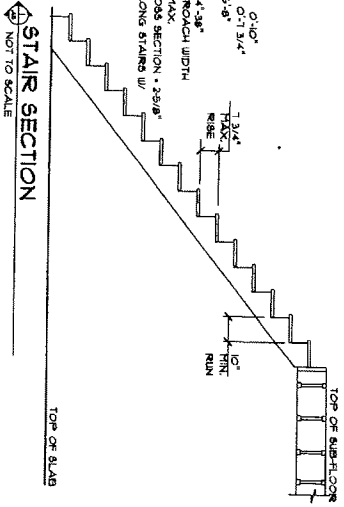
RECREATIONAL LIGHT COMMERCIAL DISPLAY

LINE 1000 • 87VA • 52755

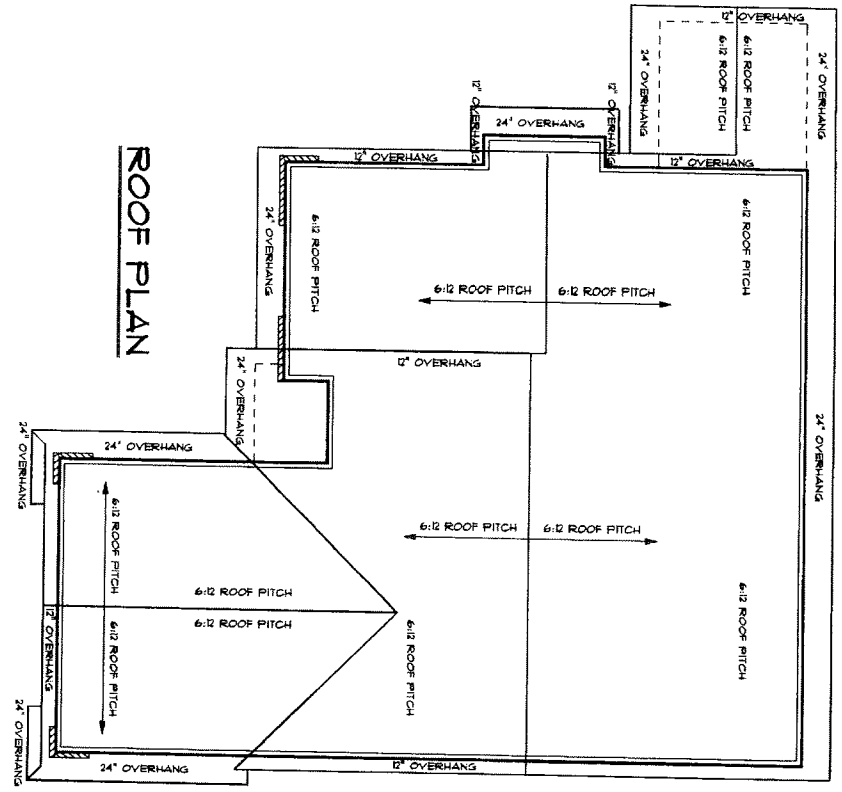
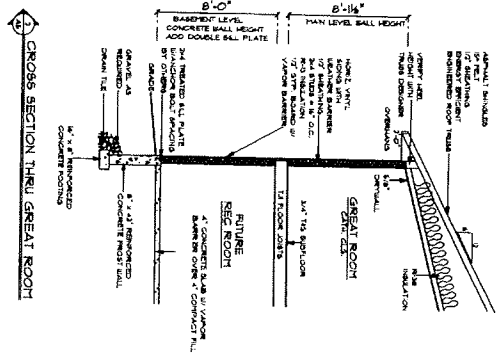
52755 05/70

CURTIS THAMMONGKOLDEKORN

DEVVONT

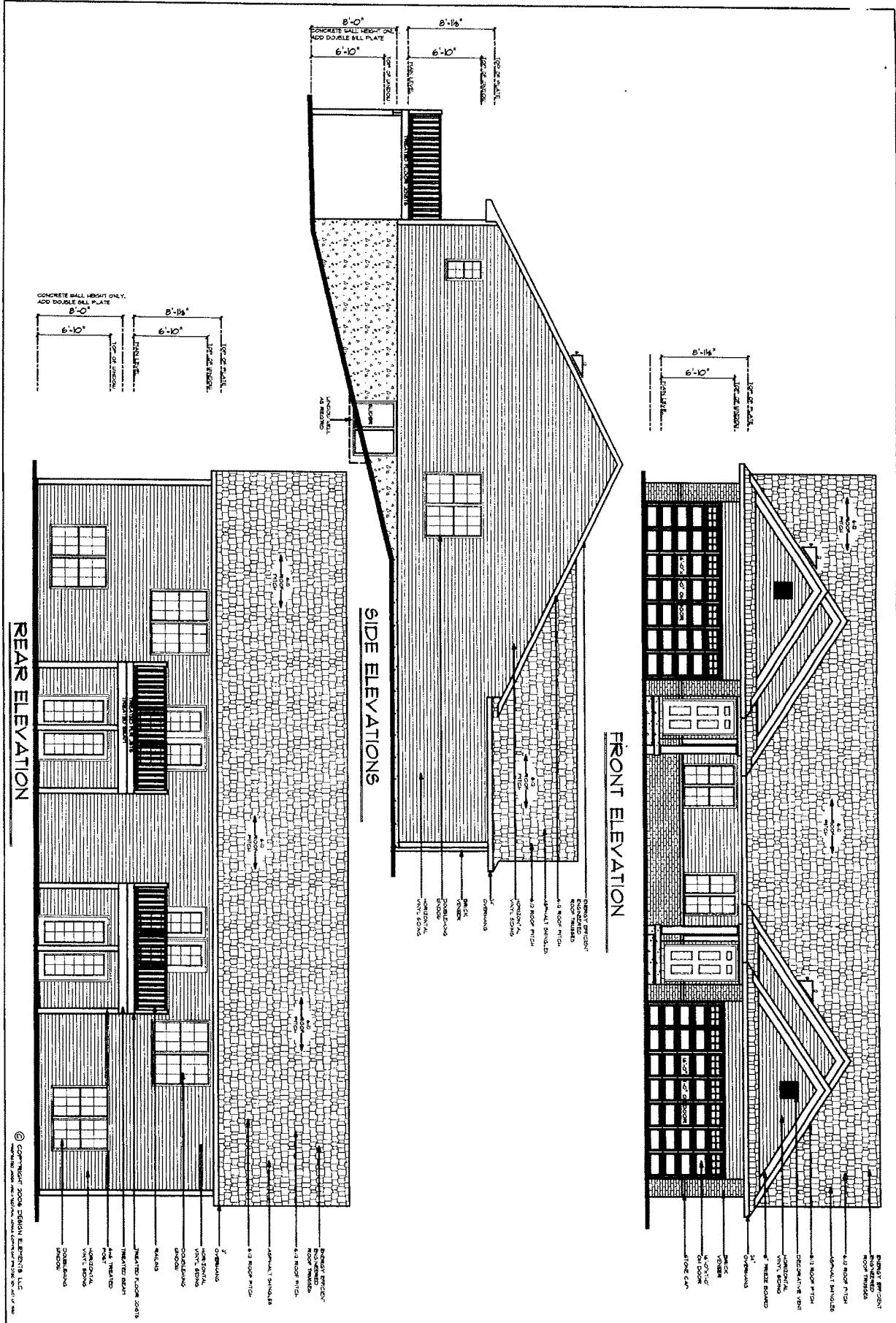


STAIR NOTES:  
 FINISH FLOOR TO FINISH FLOOR: 0'-10"  
 FINISH FLOOR TO FINISH FLOOR: 0'-11 3/4"  
 FIN. HEADROOM: 6'-8"  
 HANDRAIL HEIGHTS: 34'-38"  
 HANDRAILS HAVE ENDOUCH WIDTH  
 HANDRAILS BY 1/2" PAX  
 HANDRAILS BY 1/2" PAX  
 HANDRAILS RESID. ALONG STAIRS W/  
 2 OR MORE TREADS



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AS • PROJECT NUMBER: 05M599	SCALE: 1/8" = 1'-0" DATE: 06/13/2006 DRAWN BY: JAC CHECKED BY: CDM	DEV MONT DEVELOPMENT SINGLE DWELLING RANCH	DESIGN ELEMENTS RESIDENTIAL - LIGHT COMMERCIAL DESIGN 1041 TRILLIUM DRIVE • SUITE 105 59-65 4570 CHRISTINA@DESIGNELEMENTS.COM	REVISONS
	. . . . . . . . .	. . . . . . . . .	. . . . . . . . .	. . . . . . . . .



REAR ELEVATION

SIDE ELEVATIONS

FRONT ELEVATION

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• AI •

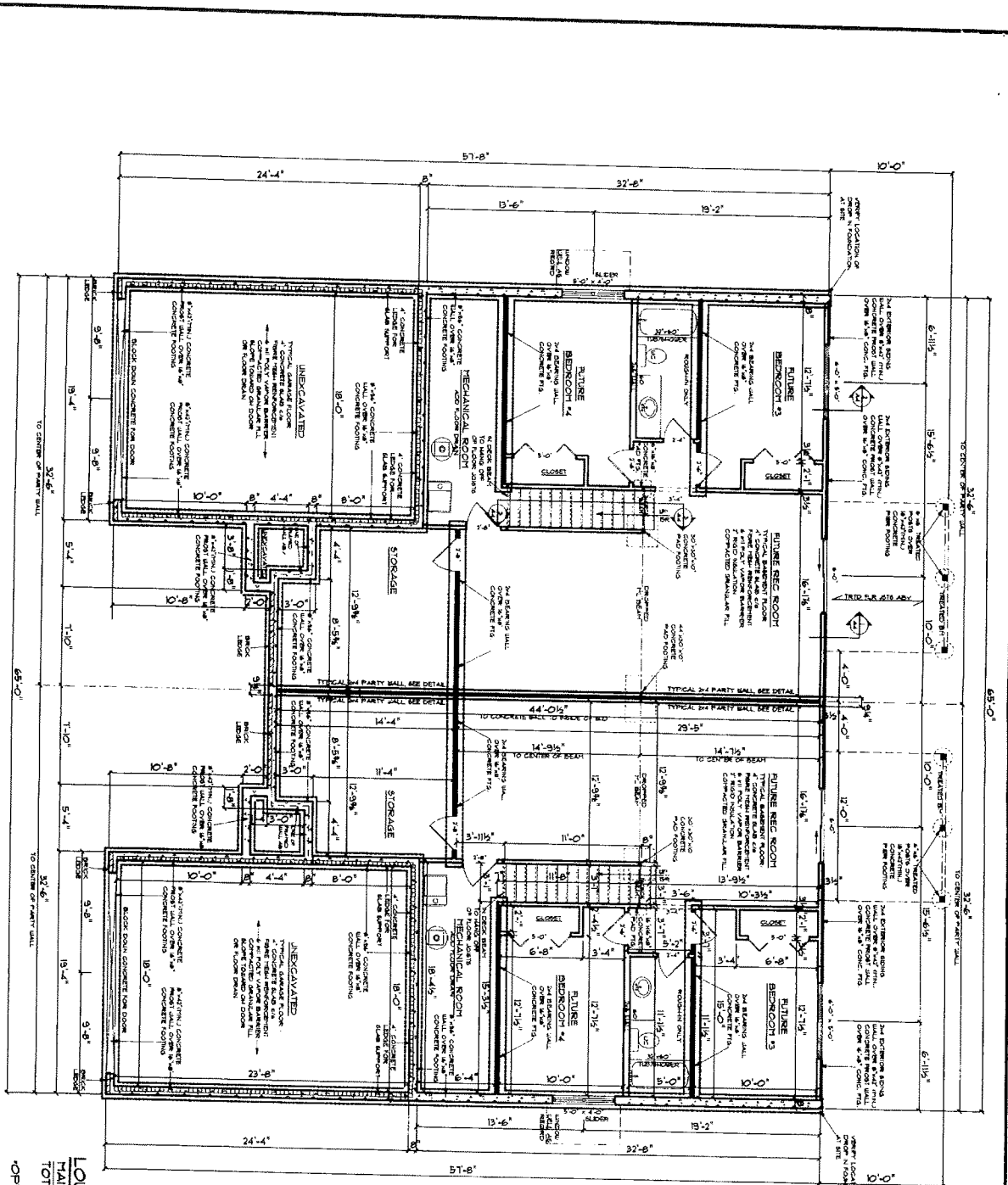
SCALE: 1/8" = 1'-0"  
 DATE: 02/28/2006  
 DRAWN BY: CDM  
 CHECKED BY: CDM

DEVONT DEVELOPMENT  
 65'-0" WIDE RANCH DUPLEX

• DESIGN ELEMENTS •  
 ARCHITECTS & INTERIORS  
 • • •  
 ONE TREE - HWY. 102555  
 SUITE 4570  
 CHAS. FALLS, VT 05717

DEVONT



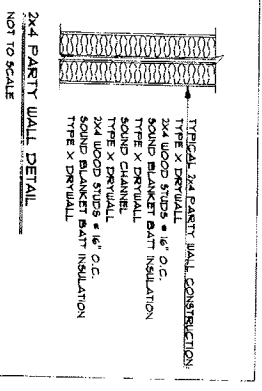


**NOTES**

- 1. 8'-0" RAISEMENT WALL HEIGHT UNLESS NOTED.
- 2. DOOR SWING UNLESS NOTED TO BE USED EXTERIORLY UNLESS NOTED VARIOUS SIZES AND MANUFACTURERS.
- 3. USE TYPED GLASS UNLESS NOTED.
- 4. TO MEET CODE REQUIREMENTS.
- 5. DIMENSIONS ARE FINISH TO FINISH AND CARRIED BY A LICENSED ENGINEER IN THE STATE OF CALIFORNIA.
- 6. ALL EXTERIOR WALLS ARE 2x4'S AT 16" OC.
- 7. ALL INTERIOR WALLS ARE 2x4'S AT 16" OC.
- 8. SILLAGE WALLS ARE 2x4'S AT 16" OC.
- 9. 2" CLEARANCE IN FRONT OF OPENING TO SHOWER.
- 10. 2" CLEARANCE IN FRONT OF WATER CLOSET.
- 11. SMOKE DETECTORS ARE TO BE INSTALLED.
- 12. LOCATION OF ATTIC ACCESS IS TO BE DETERMINED BY GENERAL CONTRACTOR ALL STANDARDS PER CODE.

**FOUNDATION NOTES**

- 1. 1800 P.S.F. SOIL BEARING PRESSURE ASSUMED FOR FOOTING DESIGN. MODIFY AS NEEDED.
- 2. DIFFERENT CONDITIONS ARE ENCOUNTERED FIRST FLOOR IS IN PLACE.
- 3. 1800 P.S.F. CONCRETE (TYPICAL).
- 4. DO NOT PLACE ANY FOOTINGS ON DISTURBED SOIL. IF ENCOUNTERED OVER EXCAVATE AND REBURY FOOTING DEPTH.
- 5. ALL FOOTINGS ARE TO MEET LOCAL FROST REQUIREMENTS.



2x4 PARTY WALL DETAIL NOT TO SCALE

**LOWER LEVEL / FOUNDATION PLAN**

MAIN LEVEL SQ. FT.: 1205 SQ. FT.  
TOTAL SQ. FT.: 1205 SQ. FT.

\*OPTION LOWER LEVEL SQ. FT.: 893 SQ. FT.

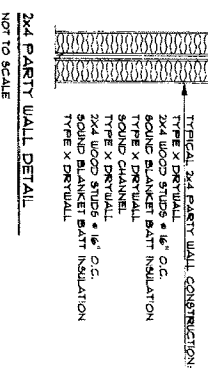
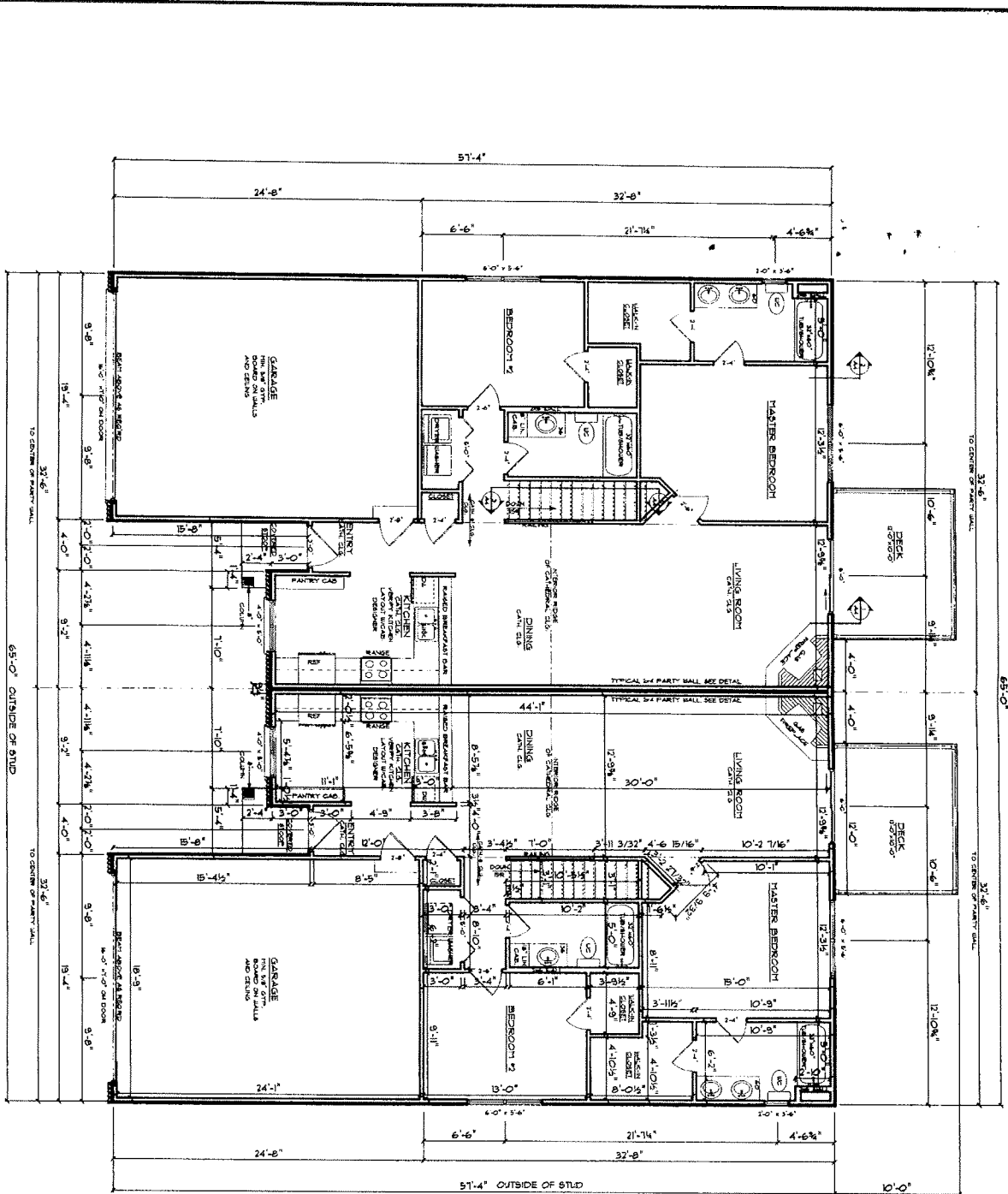
**DEVVONT DEVELOPMENT**  
65'-0" WIDE RANCH DUPLEX

**DESIGN ELEMENTS**

DATE: 04/21/2006  
DRAWN BY: CD  
CHECKED BY: CD

SCALE: 1/8" = 1'-0"  
DATE: 04/21/2006  
DRAWN BY: CD  
CHECKED BY: CD

A2



**2x4 PARTY WALL DETAIL**  
 NOT TO SCALE

TYPICAL 2x4 PARTY WALL CONSTRUCTION:  
 TYPE X PARTY WALL  
 2x4 WOOD STUDS @ 16" O.C.  
 SOUND BLANKET BATT INSULATION  
 TYPE X DRYWALL  
 SOUND CHANNEL  
 TYPE X DRYWALL  
 2x4 WOOD STUDS @ 16" O.C.  
 SOUND BLANKET BATT INSULATION  
 TYPE X DRYWALL

**NOTES**

- 8-1/2" BASHBENT WALL HEIGHT - SEE NOTES
- DOOR LEADING UNLOCKS TO BE USED EVERYWHERE
- LANE THRESHOLD GLASS WHERE NEEDED
- TO MEET CODE REQUIREMENTS
- ALL DIMENSIONS ARE PLUMB TO FINISH
- KNOB TRUSSED ARE TO BE DESIGNED AND COUNTER BY A LICENSED ENGINEER
- FINISH FLOOR IS TO BE 3/4" AT 6" O.C.
- ALL INTERIOR WALLS ARE 2x4'S AT 16" O.C.
- GARAGE WALLS ARE 2x4'S AT 16" O.C.
- 2x6 FLOORING WALLS AS REQUIRED
- 2x6 CLEARANCE IN FRONT OF OPENING
- TO SHOWER
- SHOCK DETECTORS ARE TO BE INSTALLED IN ALL BEDROOM, HALLWAYS AND AT LOCATION OF ATTIC ACCESS IS TO BE DETERMINED BY GENERAL CONTRACTOR
- ALL STAIRWELLS PER CODE

**MAIN LEVEL FLOOR PLAN**

MAIN LEVEL: 864 SQ. FT. 1005 SQ. FT.  
 TOTAL SQ. FT.: 1005 SQ. FT.  
 OPTIONAL LOWER LEVEL: 864 SQ. FT., 853 SQ. FT.

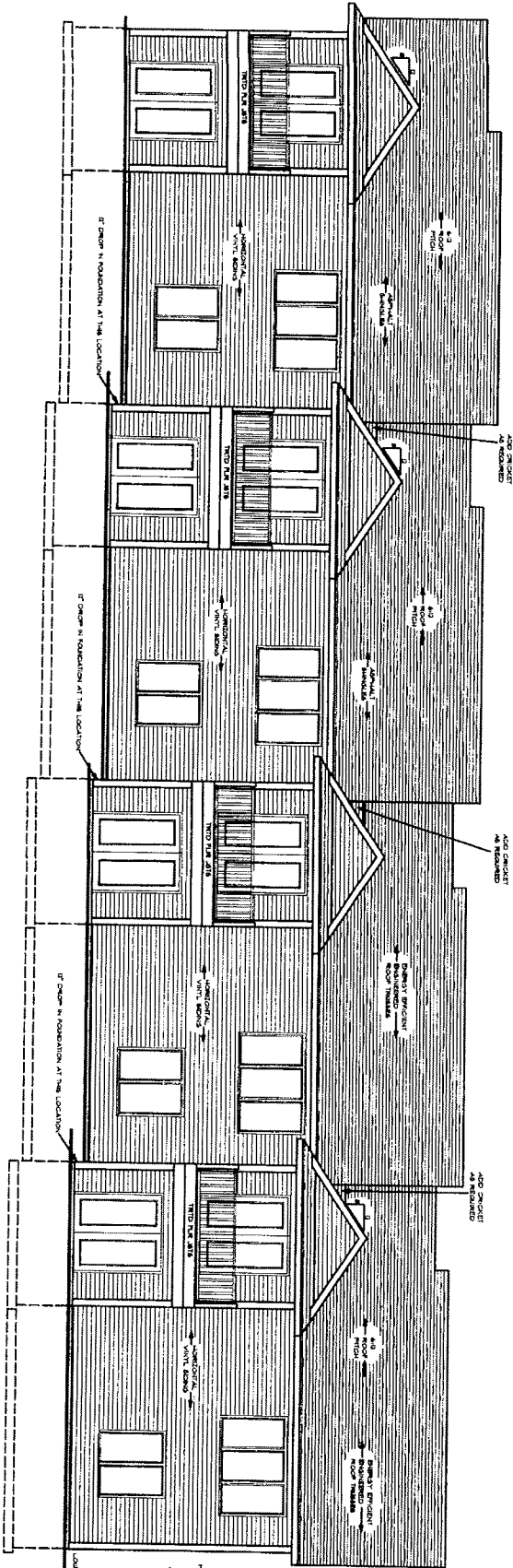
**VERMONT DEVELOPMENT**  
 65'-0" WIDE RANCH DUPLEX

SCALE: 1/8" = 1'-0"  
 DATE: 02/20/2006  
 DRAWN BY: CDM  
 CHECKED BY: CDM

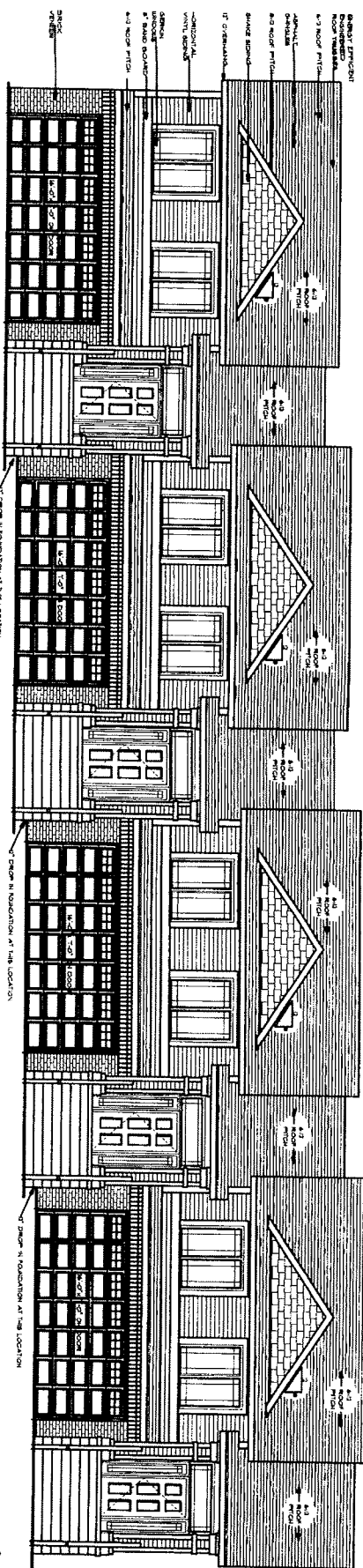
**DESIGN ELEMENTS**  
 35463 03/10/03  
 35463 03/10/03  
 35463 03/10/03

**REVISIONS**

• A3 •



REAR ELEVATION



FRONT ELEVATION

REVISED 04/18/2006

**DEVYMONT DEVELOPMENT**  
FOUR FAMILY - DOOR ON RIGHT

SCALE: 1/8" = 1'-0"  
DATE: 01/06/2005  
DRAWN BY: CDM  
CHECKED BY: CDM  
PROJECT NUMBER: 05H4598

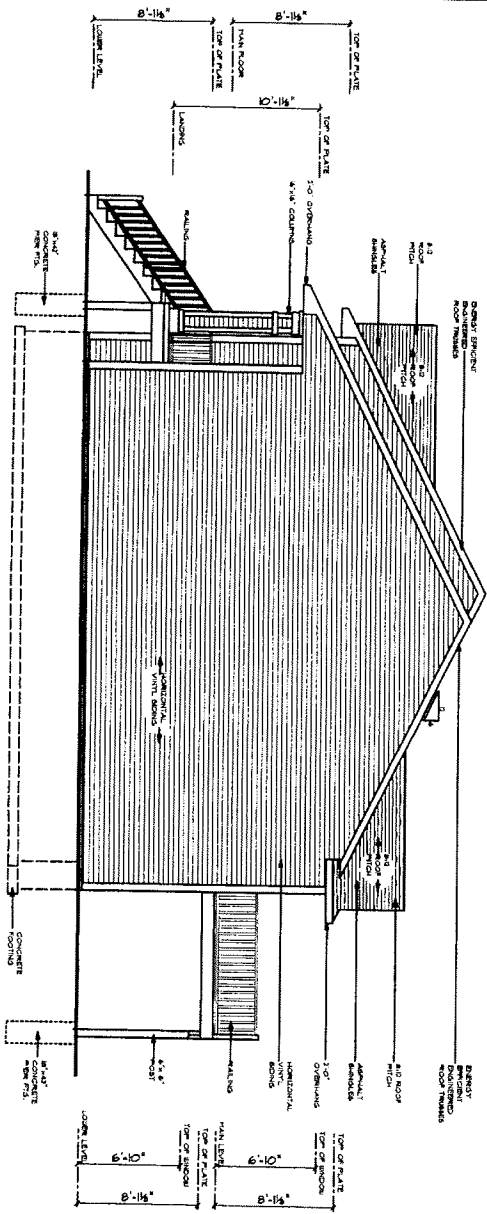
**DESIGN ELEMENTS**  
RESIDENTIAL - LIGHT COMMERCIAL DUAL USE  
LAW FIRM - 174A - 22755  
99-60 4370  
CREDIT: HANNAH GLENNON ARCHITECTURE

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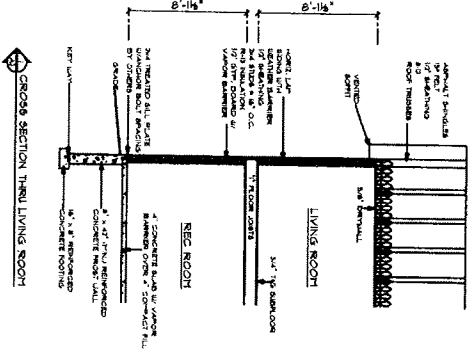
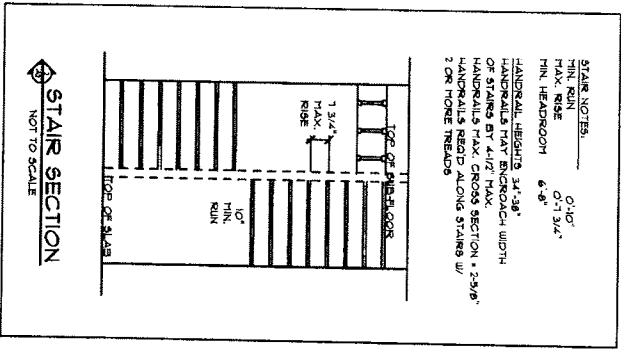
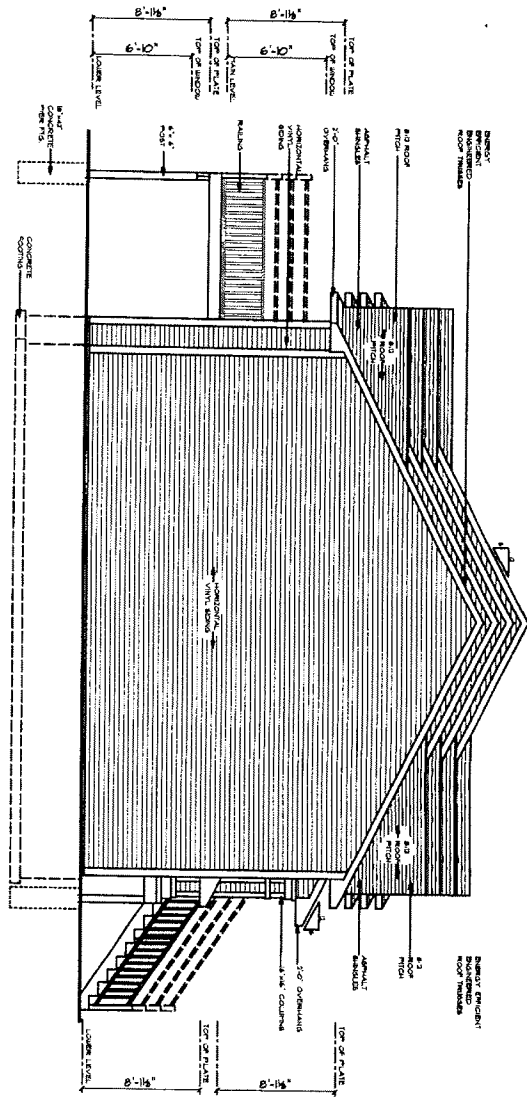
• AI •

ELEVATIONS

RIGHT ELEVATION



LEFT ELEVATION



REVISED 4/18/2006

DEYMONT DEVELOPMENT

SCALE: 1/8" = 1'-0"  
 DATE: 01/06/05  
 DRAWN BY: CDM  
 CHECKED BY: CDM  
 PROJECT NUMBER: 054548

DESIGN ELEMENTS  
 RESIDENTIAL - LIVING COMMERCIAL DEPT. THE  
 LANE: 1833 - 19th Ave - 52750  
 90-1550-3666  
 CURS: 11/11/05 BY: CDM

DEVISIONS