

Number: 202500009684  
Recorded: 9/9/2025 at 12:13:33.0 PM  
County Recording Fee: \$137.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$140.00  
Revenue Tax: \$0.00  
Ann E. Sweeney RECORDER  
Dubuque County, Iowa

Prepared by & Return to: Stephan E. Alt, 890 Main Street, Suite 200, Dubuque, IA 52001, (563) 556-4011  
Taxpayer/Return to: Links Glen Condominium Owners Association of Dubuque, Iowa, 1805 Links Glen, Dubuque, IA 52003

---

**SECOND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
LINKS GLEN CONDOMINIUMS**

These Covenants, Conditions, and Restrictions (hereinafter referred to the singular as "CC&R") are effective August 8, 2025, by the Links Glen Condominium Owners Association of Dubuque, Iowa, an Iowa nonprofit corporation.

**WHEREAS**, on August 15, 2007, the developer, Links Glen, L.L.C., executed and recorded a Condominium Declaration for Links Glen Condominiums in the Dubuque County Recorder's Office as Instrument No. 2007-00012478 ("2007 Declaration"); and

**WHEREAS**, amendments to such 2007 Declaration were made by Instrument No. 2011-00009453 ("First Amendment") and Instrument No. 2013-00015788 ("Second Amendment"), records of which were recorded in Dubuque County, Iowa on July 5, 2011, and September 30, 2013, respectively; and

**WHEREAS**, on August 13, 2018, the Association executed and recorded those certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Links Glen Condominiums in the Dubuque County Recorder's Office as Instrument No. 2018-00009323 ("2018 Declaration")

**WHEREAS**, in Section 11.3.1 of the 2018 Declaration, the Association is authorized to amend the 2018 Declaration; and

**WHEREAS**, the Association desires to amend the 2018 Declaration in its entirety;

**NOW, THEREFORE**, states as follows:

**1. General.**

- 1.1. All language in the 2018 Declaration is hereby null and void.
- 1.2. The Unit Owners of the Association are the owners of the following land and improvements located thereon in the City of Dubuque, Iowa, and legally described as follows:

Lot 1 of Links Glen Place No. 2 in the City of Dubuque, Iowa, according to the recorded Plat thereof (the "Property").

- 1.3. The Association hereby submits the Property, together with improvements placed thereon, and all rights and privileges in any way pertaining thereto, to a condominium regime pursuant to the Horizontal Property Act of the State of Iowa, Chapter 499B, as amended (the "Act"), as set forth in this CC&R.
- 1.4. The Association desires to establish covenants for its benefit and for the mutual benefit of all future owners or occupants of the Condominiums and intends that all future owners, occupants, mortgagees, and any other persons acquiring any interest in the Condominiums shall hold such interest subject to certain rights, easements, and privileges in, over, and upon the Condominiums, and certain mutually beneficial restrictions, obligations and liens with respect to the proper use, conduct, and maintenance thereof. All such rights, easements, privileges, restrictions, obligations, and liens are in furtherance of a plan to promote and protect the cooperative aspects of residence in the Condominiums and established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Condominiums.
- 1.5. This CC&R is intended to serve as the Condominiums declaration, as the term is described in Iowa Code § 499B.3.

2. **Definitions.** As used herein:

- 2.1. "Act" means the Iowa Horizontal Property Act, currently Chapter 499B, Iowa Code, 2009, as previously and hereafter amended.
- 2.2. "Articles" means the Articles of Incorporation of the Association.
- 2.3. "Association" means the Links Glen Condominium Owners Association of Dubuque, Iowa, an Iowa nonprofit corporation where each Unit Owner is a member of the Association.
- 2.4. "Beneficial Owners" means those persons or entities who benefit from the insurance policies purchased by the Association, and shall include the Association, the Unit Owners, and their mortgagees as their interests may appear.
- 2.5. "Board" means the Board of Directors of the Association.
- 2.6. "Bylaws" means the Amended Bylaws of the Association, attached as Exhibit A to the 2018 Declaration.
- 2.7. "Building" means structural improvements on the Property which contain the characteristics as described in Exhibits D, E, and F of the 2007 Declaration, Exhibits C, D, and E of the First Amendment, and Exhibit B of the Second Amendment which are incorporated herein by reference.
- 2.8. "Common Expenses" means and includes:
  - 2.8.1. All sums lawfully assessed against the Units by the Board.
  - 2.8.2. All expenses of administration and management, maintenance, operation, repair, or replacement of, and additions to, the Common Elements.
  - 2.8.3. Expenses agreed upon as Common Expenses by the Association.

2.8.4. Expenses declared to be Common Expenses by this CC&R.

2.9. “Common Elements” means all of the Property, except the Units, managed by the Association for the common use and enjoyment of the record owners of any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and includes, without limitation, those items defined as “General Common Elements” and “Limited Common Elements” in the Act, and Limited Common Elements as defined in Section 2.12. below, including, but not limited to, the following:

- 2.9.1. The Property;
- 2.9.2. The exterior walls and the roof of each Unit and Building from the back of the interior finish out of each Unit;
- 2.9.3. The streets and driveways within the Condominiums and leading to the Condominiums from Wartburg Place, sidewalks, driveways, parking areas, and green areas and any improvements located within the green areas;
- 2.9.4. The water detention pond;
- 2.9.5. The entrance sign, greenery, and other improvements;
- 2.9.6. The sewage lift station;
- 2.9.7. All other elements of the Condominiums desirably or rationally of common use or necessary to the existence, upkeep, and safety of the condominium regime established by this CC&R; and
- 2.9.8. Any other area described in an individual Condominium Plat which is indicated as a common area.

2.10. “Condominium” means all Property and Buildings.

2.11. “Condominium Plat” means the plats showing the location of each Building and Units thereof, which can be found in the 2007 Declaration as Exhibit C, the First Amendment as Exhibits A and B, and the Second Amendment as Exhibit A, all of which are incorporated herein by reference.

2.12. “Limited Common Elements” means all Common Elements serving exclusively a single Unit as an inseparable appurtenance thereto, the enjoyment, benefit, or use of which is reserved to the lawful occupants of such Unit or Units, either in this CC&R, on an Exhibit to this CC&R, or by the Board. Limited Common Elements shall include, without limitation, convectors, pipes, ducts, electrical wiring, and conduits whether located entirely within a Unit, in the bordering walls, floors, or ceilings of a Unit and serving only such Unit; any balconies, sidewalks, patio areas, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries.

As shown in Exhibits D, E, and F of the 2007 Declaration, Exhibits C, D, and E of the First Amendment, and Exhibit B of the Second Amendment the lower level of each Unit includes as a Limited Common Element one (or more) concrete patio which is accessible from the Unit and is allocated for the exclusive use of the Unit to the exclusion of the other Units. As shown in Exhibits D, E, and F of the 2007 Declaration,

Exhibits C, D, and E of the First Amendment, and Exhibit B of the Second Amendment the main level of each Unit includes as a Limited Common Element one (or more) deck which is accessible from the Unit and is allocated for the exclusive use of the Unit to the exclusion of the other Units.

As shown on Exhibits D, E, and F of the 2007 Declaration, Exhibits C, D, and E of the First Amendment, and Exhibit B of the Second Amendment, parking spaces in front of each garage are allocated for the exclusive use of each of immediately adjacent Units to the exclusion of other Units. The parking space(s) and garages allocated to a particular Unit shall constitute a Limited Common Element for the exclusive use of the Unit to which such parking space(s) is allocated, to the exclusion of the other Units.

Each parking space(s) and garage may be used by the owner of the Unit to which it is allocated only for the parking of passenger vehicles. Such use shall be subject to the provisions of the Act, this CC&R, the Articles, and the Bylaws. Additionally, the Board shall have the power to promulgate rules and regulations relative to the parking space(s) and the use thereof. The Owner of each Unit shall at all times maintain the parking space(s) and garage allocated to such Owner's Unit in a clean and orderly condition. In the event that the Association incurs extraordinary expenses related to any parking space(s) or garage, on account of any use thereof made by the Owner of the Unit to which such parking space(s) or garage is allocated, the Association may assess the amount of such extraordinary expenses against the Unit to which such parking space(s) or garage is allocated.

- 2.13. "Majority of Unit Owners" means fifty percent (50%) plus one of the Unit Owners for Units actually built.
- 2.14. "Mortgage" means a security interest, mortgage, or lien granted by a Unit Owner in, to or against a Unit to secure payment of indebtedness and recorded in the office of the Dubuque County Recorder.
- 2.15. "Unit" means a substantially completed enclosed space consisting of one or more rooms occupying all or part of a floor or floors in the Building, which said enclosed space is not owned in common with other Unit Owners. Each Unit is numbered as shown on the Condominium Plat, and the boundaries of each Unit shall be and are the interior surfaces of its perimeter wall, floors and ceilings, three-seasons porch or screened porch, and a Unit includes the portion of the building so described, the air space so encompassed, except Common Elements. Any Unit may be jointly owned by more than one person. The term "Unit" shall have the same meaning as the term "Apartment" as used in the Act.

For clarity, except as otherwise provided by this CC&R: (1) as provided above, the perimeter walls, floors, or ceilings are designated as boundaries of a Unit, and therefore all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, or ceilings are a part of the Common Elements; (2) Any chute, flue, duct, pipe, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside of the designated boundaries of a Unit, but serving only that Unit is a Limited Common Element allocated solely to that Unit; (3) Subject to the provisions of the immediately

preceding paragraph (2), all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit; and (4) All exterior doors and windows and any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

2.16. "Unit Owner" means the person, persons, entity, or the representative of the person legally authorized to conduct the affairs of the person (e.g., an attorney-in-fact, conservator, trustee, manager, officer, or guardian) who individually or collectively own or are purchasing by recorded contract the aggregate fee simple title to a Unit and the undivided interest in the Common Elements appurtenant thereto, but shall not include those having an interest in a Unit merely as security for the performance of an obligation. If the Unit is owned by a trust, the "Unit Owner" shall be the settlor or grantor of the trust. Units not owned by a natural person must designate a natural person to vote on behalf of the Unit as a member of the Association. The term "Unit Owner" shall have the same meaning as the "Co-Owner" as used in the Act.

### 3. General Provisions.

- 3.1. Interest Percentage of Each Unit. Each Unit shall represent 1/18 of the entire horizontal property regime.
- 3.2. Use. The Condominium and Units therein shall be used for single family residential purposes only.

### 4. Common Elements.

- 4.1. Ownership of Common Elements. Each Unit Owner shall own an interest in the Common Elements. The Unit Owners are tenants in common in accordance with their respective fractions of ownership. The ownership of each Unit shall not be conveyed separately from the fraction of ownership in the Common Elements corresponding to the Unit. The undivided fraction of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering the Unit may refer only to the title to that Unit or may refer to an incorrect fraction for that Unit.
- 4.2. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, except for those portions of Common Elements which provide access, ingress, and egress to an individual Unit and further except for the Limited Common Elements. A Unit Owner shall have the exclusive right to use and restrict those Common Elements which provide access, ingress, and egress to an individual's Unit. The right to use the Common Elements shall extend not only to each Unit Owner, but also to their agents, servants, tenants, family members, invitees, and licensees.
  - 4.2.1. Restrictions. The rights to use the Common Elements and the Limited Common Elements shall be subject to and governed by the provisions of the Act, the CC&Rs, and the Bylaws and rules and regulations of the Association.
  - 4.2.2. Association's Authority. The Association shall have the authority to rent, lease, and grant concessions or easements with respect to parts of the Common

Elements, subject to the provisions of this CC&R and the Bylaws. All income derived by the Association shall be held and used for the benefit of the Unit Owners of the Association, pursuant to such rules, resolutions, or regulations as the Board may adopt or prescribe.

- 4.2.3. **Liens.** The Association may discharge any mechanic's lien or other encumbrance which, in the Board's opinion, constitutes or may constitute a lien against the Condominiums, the Common Elements, or any portion thereof rather than a lien only against a particular Unit. If less than all the Unit Owners are responsible for any such lien, the responsible Unit Owners shall be jointly and severally liable for the amount necessary to discharge the lien and for all costs and expenses, including attorneys' fees, incurred because of such lien.
- 4.3. **No Partition.** There shall be no partition of the Common Elements through judicial proceedings or otherwise until the CC&R is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.
- 4.4. **Encroachments.** If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown by the plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.
- 4.5. **Easements for Utilities.** Public utilities in the City of Dubuque, Iowa, and private utilities serving the property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace conduits, cables, pipes and wires and other equipment into, over, under, along, and on any portion of the Common Elements for the purpose of providing the property with utility services, together with the reasonable right of ingress to and egress from the property for said purpose. The Board may grant other or additional temporary or permanent easements for utility or other purposes over, under, along, and on any portion of said Common Elements, and each Unit Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge, and record or register for and in the name of such Unit Owner such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair, and replace any pipes, wires, ducts, conduits, public utility lines, or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee, and any other person buying any interest in the property or any part or portion thereof.
- 4.6. **Separate Mortgages of Units.** Each Unit Owner shall have the right to mortgage or encumber their own respective Unit, together with their respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except their own Unit and their own respective ownership interest in the Common

**Elements.**

- 4.7. **Real Estate Taxes.** It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for their Unit and their corresponding percentage of ownership in the Common Elements as provided in the Act. In the event, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay their proportionate share thereof in accordance with their respective percentage of ownership interest in the Common Elements.
- 4.8. **Utilities.** Each Unit Owner shall pay for their own natural gas, cable television, telephone, electricity, Internet access, water, sewage, garbage, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities not separately metered or billed shall be treated as part of the Common Expenses.

**5. Management of Condominiums.**

- 5.1. **The Association.** The Association shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration, and operation of the Condominiums, as provided in the Act, this CC&R, the Articles, and the Bylaws.
- 5.2. **Board of Directors.** The Board shall be elected by the Unit Owners and shall serve in accordance with the provisions of the Bylaws.
- 5.3. **Fiscal Year.** The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind.
- 5.4. **Benefit.** All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of this CC&R, the Articles, and the Bylaws.
- 5.5. **Management.** The Board shall have the authority to engage the services of an agent to maintain, repair, replace, administer, and operate the Condominiums or any part thereof, to the extent deemed advisable by the Board. The term of any management agreement shall not exceed one year, and the agreement may be terminated by the Association for cause upon thirty (30) days' written notice. The Board shall also have the authority (but shall not be obligated) to engage, supervise, and control such employees as the Board deems advisable to clean and maintain all or any part of the Common Elements to the extent the Board deems it advisable to provide such services for all or any portion of the Unit Owners. The cost of such services shall be a Common Expense.
- 5.6. **Non-Liability of Directors and Officers.** Neither the Board nor officers of the Association shall be personally liable to the Unit Owners for any mistake of judgment or for any acts or omissions of any nature whatsoever, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless the Board and each of the officers, and their respective heirs, executors, administrators, successors, and assigns in accordance with the provisions of the Bylaws.

5.7. **Board's Determination Binding.** In the event of any dispute or disagreement between any Unit Owners relating to the Condominiums, to the Common Elements, the Limited Common Elements, or any questions or interpretation or application of the provisions of this CC&R or Bylaws, the dispute or disagreement shall first be submitted to the Board. The determination of the dispute or disagreement by the Board shall be binding on each and all Unit Owners, subject to the right of Unit Owners to seek other remedies provided by law after such determination by the Board. Any parties to such dispute or disagreement who are then members of the Board shall abstain from voting on the disposition of such disagreement or dispute.

**6. Common Expenses.**

6.1. **Responsibilities.** Each Unit Owner shall pay their proportionate share of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be determined in the manner provided in the Bylaws.

6.2. **Payment.** Payment of Common Expenses, including any prepayment thereof required by contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the Bylaws, except as provided by Section 7.7.4 of this CC&R. No Unit Owner shall be exempt from payment of their proportionate share of the Common Expenses by waiver, non-use, or enjoyment of the Common Elements by abandonment of their Unit. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof, together with interest thereon at the maximum lawful rate in the State of Iowa accruing from and after the date the Common Expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in their Unit, subject to the provisions of Section 6.3.

6.3. **Enforcement of Lien.** The Board may bring an action at law against the Unit Owner personally obligated to pay the same for collection of their unpaid proportionate share of the Common Expenses or foreclose the lien against the Unit or Units owned by such Unit Owner, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each Unit Owner, upon acceptance of a deed to or recording a contract for purchase of a Unit, expressly vests in the Board and its agents the right and power to bring all necessary actions against such Unit Owner personally for the collection of such charges as a debt and to enforce the lien by all methods available for the enforcement of such liens. The liens shall be in favor of the Association and shall be for the common benefit of all Unit Owners. The Board acting on behalf of the Unit Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

6.4. **Separate Real Estate Taxes.** Taxes, assessments, and other charges of any taxing or assessing authority shall be separately assessed to each Unit Owner for their Unit, their Limited Common Elements, and the corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event such taxes or assessments for any year are not separately assessed to each Unit Owner but are assessed on the Condominiums as a whole, each Unit Owner shall pay their proportionate share thereof in accordance with their respective percentage of ownership interest in the Common Elements, and such taxes or assessments shall be a Common Expense. Without

limiting the authority of the Board, the Board shall have the authority to collect from the Unit Owners their proportionate share of taxes or assessments for any year in which taxes are assessed on the Condominiums as a whole.

- 6.5. **Insurance Policies.** All insurance policies upon the Condominiums shall be purchased by the Association and all insurers and reinsurers must be licensed, or otherwise authorized by law, to conduct business in the State of Iowa.
- 6.6. **Insurance Coverage.** The Association shall obtain and maintain the following insurance coverages. The cost of coverage for a Unit is assessed to the Unit's Owner. Shared insurance costs are assessed under Operational Assessments.
  - 6.6.1. **Property.** The subject of coverage shall be real and personal property. Real property shall include the Common Elements, the Units and all improvements thereon (including, but not limited to, fixtures, improvements, alterations, floor coverings, window coverings, equipment within the Unit and appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security, or housekeeping, regardless of ownership, and all fixtures, machinery, equipment, and supplies maintained for the service of the Unit). All property insured shall be insured in an amount equal to one hundred percent (100%) of the replacement value (exclusive of land, excavations, below ground foundations, and other items normally excluded from a property insurance policy). Said policy shall be written on a blanket basis subject to the "special perils" policy form. All Association personal property included in the Common Element shall be insured at replacement value, all as determined annually by the Board. The Board may insure other risks of loss as it deems necessary, such as earthquake or flood.
  - 6.6.2. **Comprehensive General Liability.** Public liability insurance shall be written for an amount not less than \$1,000,000 for any single occurrence and \$2,000,000 general aggregate. Such insurance shall be written on an occurrence basis and shall cover events commonly insured against for death, bodily injury, property damage, and personal injury arising out of or in the connection with the use, ownership or maintenance of the Common Elements.
  - 6.6.3. **Workers Compensation.** Worker's compensation insurance to meet the requirements of Iowa law.
  - 6.6.4. **Directors & Officers Insurance.** Board liability coverage shall be written with a limit of at least \$1,000,000 occurrence and shall cover past and present members of the Board, officers of the Association, and each member of any committee appointed pursuant to the Bylaws. The coverage may be written on a claim made or occurrence basis.
  - 6.6.5. **Other.** Such other insurance, as the Board shall determine from time to time to be appropriate to protect the Association, the Board, or the Unit Owners.
  - 6.6.6. **Best Rating.** All policies purchased by the Association shall be written with carriers authorized to do business in the State of Iowa with a rating of "A" or better in Best Rating Guide.
  - 6.6.7. **Provisions.** The insurance policies purchased by the Association shall, to the

extent reasonably available, contain the following provisions:

- 6.6.7.1. Each Unit Owner shall be an insured, under the policy with respect to liability arising out of ownership of an undivided interest in the Common Elements or membership in the Association.
- 6.6.7.2. There shall be no subrogation with respect to the Association, its agents, servants, Board or officers thereof, and employees against Unit Owners and member of their household.
- 6.6.7.3. No act or omission by any Unit Owner, unless acting within the scope of their authority on behalf of the Association, shall void the policy or be a condition to recover on the policy.
- 6.6.7.4. The coverage afforded by such policies shall be primary and shall not be brought into contribution or proration with any insurance which may be purchased by the Unit Owners, their mortgagees, or beneficiaries under deeds of trust.
- 6.6.7.5. A "severability of interest" endorsement which shall preclude the insurer from denying the claim of Unit Owners because of negligent acts of the Association or other Unit Owners.
- 6.6.7.6. The Association shall be the insured for the use and benefit of the individual Unit Owners (designated by name if required by the insurer).
- 6.6.7.7. For hazard insurance, a standard mortgage clause providing that the insurance carrier shall notify the Association and each first mortgagee named in the policy at least ten (10) days in advance of the effective of any midterm cancellation of the policy.
- 6.6.7.8. Each insurer which has an insurance policy pursuant to this CC&R shall issue a certificate of insurance, on written request, to any Unit Owner, mortgagee, or beneficiary on a deed of trust.
- 6.6.8. Common Expense. The property insurance premium for each Unit will be billed to each Unit Owner. The premium for all other insurance required or permitted by this Section 6.6 will be considered a Common Expense.
- 6.6.9. Any insurance premium increase attributable to a particular Unit by virtue of activities in or remodeling construction of the Unit or any Limited Common Element assigned exclusively to a Unit shall be assessed against that Unit.
- 6.7. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Beneficial Owners and shall provide that all proceeds covering property losses shall be paid to the Association as trustee, or to such other entity as may be designated as insurance trustee by the Board, which trustee is referred to in this CC&R as the insurance trustee. The insurance trustee shall not be liable for payment of premiums, the renewal or sufficiency of policies, or the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated in this CC&R in Section 7.5, and for the benefit of the Beneficial Owners in the following

shares:

- 6.7.1. **Common Elements.** Proceeds on account of damage to Common Elements shall be held as an undivided share for each Unit Owner, with such share being the same as the undivided share in the Common Elements appurtenant to the Unit.
- 6.7.2. **Mortgagees.** If a Mortgage endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a Mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this CC&R.
- 6.8. **Distribution of Proceeds.** Proceeds of insurance policies received by the Association or insurance trustee shall be distributed to or for the benefit of the Beneficial Owners in the following manner:
  - 6.8.1. **Expenses of Trust.** All expenses of the insurance trustee shall be paid first or provision shall be made for such payment.
  - 6.8.2. **Reconstruction or Repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as provided by Section 7.5. Any proceeds remaining after defraying such costs shall be distributed to the Beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.
  - 6.8.3. **Failure to Reconstruct or Repair.** If it is determined the damage following a catastrophic loss for which proceeds are paid shall not be reconstructed or repaired within a reasonable period of time, the remaining proceeds shall be distributed to the Beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee. If it is determined the damage for which proceeds are paid shall be reconstructed or repaired immediately or within a reasonable period of time following a catastrophic loss, the remaining proceeds shall remain with the Association.
  - 6.8.4. **Certificate.** In making distribution to Unit Owners and their mortgagees, the insurance trustee may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution.
- 6.9. **Units.** Each Unit Owner shall be responsible for obtaining their own contents and personal liability insurance coverage.

## **7. Maintenance, Reconstruction, Condemnation.**

- 7.1. **Maintenance of Units.** The Unit Owners shall have sole responsibility for the maintenance of their respective Units. The Unit Owners shall:

7.1.1. Maintain, repair, and replace at their expense all portions of the Unit, except the portions to be maintained, repaired, and replaced by the Association, without disturbing the rights of other Unit Owners. For clarity, such obligation of each Unit Owner to maintain, repair, and replace, shall include, but is not limited to, the following:

- HVAC system
- Appliances
- Water Heater
- Drain blockage up to common sewer lines
- Garage fixtures, doors, openers, and floors
- Interior painting
- Floor coverings
- Windows, glass, and screens
- Deck walking surface
- Interior, exterior doors and frames, including screen doors, except exterior painting
- Entrance stoop
- Patio slab
- Fireplaces
- Owner installed skylights
- Driveway stain
- Fixtures on Units
- Interior and exterior light fixtures
- Tile and counters
- Window coverings

7.1.2. Not paint or otherwise decorate, adorn, or change the appearance of any portion of the exterior of the Unit, including Limited Common Elements, balconies and patios, except in accordance with the rules and regulations established by the Board, the Bylaws, and this CC&R.

7.1.3. Promptly report to the Association any defect or need for repairs on the exterior of the building, the responsibility for the remedying of which is that of the Association. Failure to report damage may require the Unit Owner to pay for repairs not covered by insurance.

7.1.4. Neither a Unit Owner nor the Association shall make any alterations in the portions of a Unit or Building which are to be maintained by the Association, remove any portion thereof, make any additions thereto, or do anything which would jeopardize the safety or soundness of the building, or impair any easement, without first obtaining approval in writing of owners of all Units in which such work is to be done and the approval of the Board. A copy of plans for all of such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to starting of the work. Any Unit

Owner may make alterations, additions, or improvements within their Unit (including minor alterations to the interior surfaces of the perimeter walls of the Unit caused by nails, screws, staples, and the like) without the approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Condominiums, or any part thereof, resulting from such alterations, additions, or improvements.

7.2. Maintenance of Common Elements.

- 7.2.1. By Association. Except as provided in Section 7.1.1., the maintenance and operation of the Common Elements shall be the responsibility and expense of the Association, and shall include landscaping, irrigation, snow removal, painting, maintenance, decorating, repair and replacement of the Common Elements and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.
- 7.2.2. By Unit Owner. Seasonal maintenance of a Unit's exterior, including Limited Common Elements located on the exterior of a Unit, shall be the responsibility of the Unit Owner. For clarity, such seasonal maintenance shall include, but is not limited to, exterior washing, window washing, entrance stoop and deck cleaning, removal of bird, wasp and other vermin nests. Seasonal maintenance of any plants or items added in the mulch area located in the Common Areas by the Unit Owner shall be the responsibility of the Unit Owner. Such plants or additions or other gardening shall be kept in a manicured manner and are subject to removal by a decision of the Board or by the decision of any committee to whom the Board has delegated this responsibility.
- 7.2.3. Alteration and Improvement. There shall be no alteration or further improvement of Common Elements, including the Limited Common Elements, without prior approval from the Board.
- 7.2.4. Any expense associated with the administration, operation, insurance, maintenance, or repair of any Limited Common Element shall be assessed solely against the Unit or equally against the Units to which the Limited Common Element is assigned. Any insurance deductible incurred by the Association in connection with the repair or replacement of windows located within a Limited Common Element shall be specifically assessed to the Unit to which the affected window is assigned. Any expense for services not required by this Declaration but provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.

7.3. Association's Rights.

- 7.3.1. Assessment. Assessments shall be made as provided herein and by the Bylaws of the Association.
- 7.3.2. Necessary Maintenance. In addition to the discretionary authority provided herein for maintenance of all or any portion of the Units, the Board shall have the authority to maintain and repair any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common

Elements or preserve the appearance and value of the Condominiums, and the Unit Owner of the Unit has failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair delivered by the Board, and the Board shall levy a special assessment against the Unit of such Unit Owner for the cost of the necessary maintenance or repair.

- 7.3.3. **Damage.** If, due to the act or neglect of a Unit Owner, or their agent, servant, tenant, family member, invitee, licensee, or household pet, damage is caused to the Common Elements or to a Unit or Units, or maintenance, repair, or replacements are required which would otherwise be a Common Expense, such Unit Owner shall pay for such damage or such maintenance, repair, and replacements, as may be determined by the Board; provided however, the provisions of this paragraph are subject to the waiver of subrogation rights with respect to casualty damage insured against under the policies of insurance maintained by the Board.
- 7.3.4. **Access.** The authorized representatives of the Board shall be entitled to reasonable access to the individual Units as may be required in connection with the preservation of any individual Unit in the event of an emergency, or in connection with maintenance of repairs or replacements within the Common Elements, or any equipment, facilities, or fixtures affecting or serving other Units or Common Elements, or to make any alteration required by any governmental authority.
- 7.3.5. **Architectural Review.** The Board shall establish an Architectural Review Committee which shall be responsible for reviewing changes to exteriors of the Units or changes or additions to landscaping adjoining a Unit and proposed by a Unit Owner. The Board shall adopt such rules governing the operation of the Architectural Review Committee as it determines to be appropriate. The Architectural Review Committee shall review architectural, or landscaping changes proposed by a Unit Owner, and shall recommend to the Board a decision concerning such proposal. The Board, in its sole discretion, shall decide whether to permit the proposed change, shall determine who shall bear the initial cost of such change, and shall also determine who bears future costs of maintenance, repair or replacement thereof. The Board may also require the Unit Owner requesting such change to execute, deliver, and record with the Dubuque County Recorder an agreement, which shall be a covenant running with the land, the Unit Owner and their successors and assigns shall be responsible in perpetuity for the ongoing maintenance costs of such architectural or landscaping changes, and holding the Association harmless from and against any and all claims of any person arising out of the construction and maintenance of such architectural or landscaping changes.
- 7.4. **Decorating.** Each Unit Owner, at their own expense, shall furnish and be responsible for all decorating within their own Unit, as may be required from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting, and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the

perimeter walls, floors, and ceilings of their Unit, and such Unit Owner shall maintain the interior surfaces in good condition at their sole expense, as may be required from time to time. The maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as such Unit Owner may see fit and at their sole expense.

No Unit Owner shall decorate the portions of any Limited Common Areas, balcony or patio area of the Unit Owner's Unit visible from outside such Unit in any manner which detracts from the appearance of the Building, and the determination of the Board on such matters shall be final. A Unit Owner may decorate any balcony or patio area of the Unit Owner's Unit only with patio or deck furniture and potted plants, unless otherwise approved by the Board.

7.5. **Determination to Reconstruct or Repair.** If any part of the Condominiums shall be damaged by casualty, whether it shall be reconstructed or repaired, shall be determined in the following manner:

- 7.5.1. **Common Element.** If the damaged improvement is a Common Element, it shall be reconstructed or repaired within one-hundred eighty (180) days after the casualty.
- 7.5.2. **Units.** If the damaged improvement is a Unit, it shall be reconstructed or repaired within one-hundred eighty (180) days after the casualty.
- 7.5.3. **Certificate.** An insurance trustee may rely upon a certificate by the officers of the Association to determine whether the damaged property is to be reconstructed or repaired.

7.6. **Reconstruction or Repair.**

- 7.6.1. **Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or, if not, according to plans and specifications approved by the Board.
- 7.6.2. **Responsibility.** If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.
- 7.6.3. **Estimate of Costs.** Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to build or repair.
- 7.6.4. **Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair or upon completion of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners in case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against individual Unit

Owners for damages to individual Units shall be made in proportion to the cost of reconstruction and repair of such Unit Owner's respective individual Units.

- 7.7. **Condemnation; General.** If all or part of the Condominiums is taken or threatened to be taken by condemnation, the Board and each Unit Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The expense of participation in such proceedings by the Board shall be a Common Expense. The Board may obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the board deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as trustee, and such damages or awards be applied or paid as provided herein.
- 7.8. **Condemnation of Common Elements.** If any action is brought to condemn a portion of the Common Elements, the Board shall have the sole authority to determine whether to defend or resist such action, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of condemnation. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Unit Owner in proportion to their ownership interest. The Board may call a meeting of the Association, at which meeting a Majority Vote of the Unit Owners may decide whether to replace or restore insofar as possible the Common Elements so taken or damaged.
- 7.9. **Condemnation of Units.** Any damages or awards paid to or for the account of any Unit Owner by the Board, acting as trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any mortgages; thirdly, to the payment of any unpaid common expenses or special assessment charged to or made against the Unit; and, finally, to the Unit Owner.

## **8. Mortgages and Mortgagees.**

- 8.1. **Right to Mortgage.** Each Unit Owner shall have the right, subject to these provisions, to grant separate Mortgages for their Unit together with the respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any Mortgage or other lien on or affecting the Condominiums or any part thereof, except only to the extent of their own Unit and the respective ownership interest in the Common Elements appurtenant thereto.
- 8.2. **Written Approval.** The prior written approval of all mortgagees will be required for the following:
  - 8.2.1. The abandonment or termination of the condominium status of the Condominiums, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain.
  - 8.2.2. Any amendment to this CC&R or to the Bylaws which would change the ownership interests of the Unit Owners in the Condominiums.
- 8.3. **Lien Subordination.** The lien for Common Expenses payable by a Unit Owner shall be

subordinate to the lien of a prior recorded first Mortgage on the interest of such Unit Owner. This paragraph shall not be amended, changed, modified, or rescinded without the prior written consent of all mortgagees of record holding such lien.

- 8.4. **Mortgagee's Rights.** Upon request, any mortgagee will be entitled to: (1) inspect the records of the Association during normal business hours; (2) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Condominiums; and (3) receive written notice of all meetings of the Association and designate a representative to attend such meetings.
- 8.5. **Insurance Proceeds Upon Damage.** In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the mortgagee of a Unit is entitled to timely notice of such damage or destruction, and no provision of this CC&R or of any other document establishing the Condominiums will entitle the Unit Owner or any other party to priority over such mortgagee with respect to the distribution of any insurance proceeds.
- 8.6. **Rights of First Refusal.** The rights of a Unit Owner to sell, transfer, or otherwise convey a Unit will not be subject to any right of first refusal or any similar restriction in favor of the Association.
- 8.7. **Rights Under Foreclosure.** When the mortgagee of a first mortgage of record, or other purchaser of a Unit, obtains title to the Unit as a result of foreclosure of the first mortgage, such acquirer of title, the acquirer's successors and assigns, shall not be liable for the share of the Common Expenses by the Board chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expense shall be deemed themselves to be a Common Expense, and shall be collectible from all of the Unit Owners, including the acquirer and the acquirer's successors and assigns.
- 8.8. **Notice to Mortgagee.** The holder of a first mortgage shall be entitled to prompt written notice from the Association of any default in the performance of any obligation under this CC&R, the Articles, the Bylaws, or the rules and regulations of the Association, which default is not cured by the Unit Owner within thirty (30) days.

## **9. Use and Occupancy Restrictions.**

- 9.1. **Use of Units.** Subject to the provisions of this CC&R and the Bylaws, no part of the Condominiums may be used for purposes other than as a single-family dwelling and the related common purposes for which the Condominiums was designed. Each Unit shall be used as a single-family dwelling (unless otherwise approved by the Association) and no other purpose, except a professional and quasi-professional person may use their Unit as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not be construed to prohibit a Unit Owner from: (1) maintaining a personal professional library; (2) keeping personal business or professional records or accounts or (3) handling personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of these restrictions.
- 9.2. **Use of Common Elements and Limited Common Elements.** The Common Elements

shall be used only by the Unit Owners and their agents, servants, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance, and operations of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner and shall be subject to any lease, concession, or easement presently in existence or entered into by the Board at some future time, affecting any part or all of the Common Elements.

All Limited Common Element within or associated with a Unit are reserved for the exclusive use of the Unit Owner, occupant, or lessee of the Unit, and their family members, agents, servants, invitees, licensees, and contract purchasers.

**9.3.** **Specific Restrictions.** Without limiting the applicability of any other provision herein, use of the Condominiums by the Unit Owners shall be subject to the following restrictions:

- 9.3.1. Storage.** Nothing shall be stored in the Common Elements or Limited Common Elements without prior consent of the Board. No boats, campers, trailers, recreational vehicles, or snowmobiles shall be kept or stored on the Property, including the Limited Common Areas, except within a garage. No vehicles shall be parked on a permanent or regular basis outside of the garage, on the Common Areas or Limited Common Areas, except for occasional overnight parking, without the approval of the Board.
- 9.3.2. Insurance.** Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Condominiums without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in their Unit or in or on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements or which will be in violation of any law. All insurers and reinsurers must be licensed, or otherwise authorized by law, to conduct business in the State of Iowa.
- 9.3.3. Waste.** No waste shall be allowed in or on the Common Elements.
- 9.3.4. Signs.** No sign, with an exception for real estate signs indicating a Unit is for sale, shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board. Any real estate signs indicating a Unit is for sale shall only be allowed for a period of no more than six (6) months.
- 9.3.5. Nuisance.** No noxious or offensive activity shall be carried on in any Unit or on or in the Common Elements and nothing shall be done therein which may be or become an annoyance or nuisance to the other Unit Owners.
- 9.3.6. Common Elements.** Except as otherwise expressly provided, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.
- 9.3.7. Structures.** No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Condominiums at any time,

temporarily or permanently, except with the prior written consent of the Board; provided, however, temporary structures may be erected for use in connection with the construction, repair, or rebuilding of the building or any portion thereof.

- 9.3.8. **Clothes Drying.** Outdoor drying of clothes shall not be permitted.
- 9.3.9. **Parking.** Parking of vehicles in driveways shall be subject to the rules and regulations of the Board.
- 9.3.10. **Plantings; Fences.** No planting, transplanting, or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained, except as approved by the Board.
- 9.3.11. **Vehicles.** Motorcycles, motorbikes, motor scooters, or other similar vehicles shall not be operated except for the purpose of transportation.
- 9.3.12. **Leases.** A Unit Owner may lease their Unit subject to the following conditions: (1) the entire Unit must be leased; (2) the lease must be in writing; (3) the lease agreement must provide that its terms are subject to the provisions of this CC&R and the Bylaws and failure by the tenant to comply with such provisions shall constitute a default under the lease; (4) the lease shall also contain an acknowledgment signed by the tenant that the tenant has received true copies of the CC&R and the Bylaws; (5) such lease must be a minimum of six months in length; and (6) such other reasonable rules and regulations as the Board may establish from time to time.
- 9.3.13. **Animals.** No animals shall be raised, bred, or kept in any Unit for commercial purposes. No domestic or household pets may be tied, boarded or kenneled outside. Pets must be kept in strict accordance with rules and regulations adopted by the Board from time to time.

## **10. Remedies.**

- 10.1. **Rights of Association.** In the event of any violation of the provisions of the Act, this CC&R, the Bylaws, rules and regulations of the Association by any Unit Owner, the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, this CC&R, the Bylaws, or the rules and regulations, or which may be available by law or in equity, and may prosecute an action, threatened action, or other proceedings against such defaulting Unit Owner or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner; for damages, injunction, or specific performance; for judgment for payment of money and collection thereof; for any combination of remedies; or for any other relief.
- 10.2. **Lien.** All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages liquidated or otherwise, together with interest thereon at the maximum lawful rate per annum until paid, shall be charged to and assessed against such defaulting Unit Owner and shall be added to and deemed part of their respective share of the Common Expenses. The Board shall have a lien for all such expenses, as well as for non-payment of the respective share of the Common Expenses, upon the Unit and the ownership

interest in the Common Elements of such defaulting Unit Owner, upon all their additions and improvements thereto, and upon all their personal property in their Unit or located elsewhere on the Condominiums; provided, however, such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of the Common Expenses which become due and payable from and after the date on which the mortgagee takes possession of the Unit.

- 10.3. **Correction of Default.** In the event of any such default by any Unit Owner, the Board shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.
- 10.4. **Action by Board.** The violation of any restriction, condition, rule or regulation adopted by the Board or the breach of any covenant or provision of this CC&R shall give the Board the right, in addition to any other rights provided in this CC&R: (1) to enter upon the Unit or any portion of the Condominiums upon which or as to which such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition which may exist thereon contrary to the intent and meaning of the provisions hereof and the Board, its employees or agents, shall not be deemed guilty in any manner of trespass; (2) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (3) to take possession of such Unit Owner's interest in the property and to maintain an action for possession of such Unit in the manner provided by law, or (4) upon such notice as may be specified in the Bylaws, to suspend a Unit Owner's voting rights and to restrict a Unit Owner's use of the Common Elements in such manner as the Board deems appropriate.
- 10.5. **Notice; Action at Law or in Equity.** If any Unit Owner (either by their own conduct, or by the conduct of any occupant of their Unit) shall violate any provision of the Act, this CC&R, or the rules and regulations of the Association, and if such default or violation shall continue for ten (10) days after written notice to the Unit Owner from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, the Board or an aggrieved Unit Owner may file against the defaulting Unit Owner an action at law for damages or an action in equity for a decree of mandatory injunction against the defaulting Unit Owner.

## **11. General Provisions.**

- 11.1. **Rights and Obligations.** Each Unit Owner, by the acceptance of the deed of conveyance or contract of purchase, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by this CC&R and the Bylaws. All rights, benefits, and privileges of every character imposed by this CC&R shall be covenants running with the Property, shall bind any person having at any time any interest or estate in the Property, and shall inure to the benefit of such grantee or contract purchaser in like

manner as though the provisions of this CC&R were recited and stipulated at length in each and every deed of conveyance or contract of purchase.

11.2. **Inspection; Waiver.** Prior to the sale of a Unit, the seller of the Unit shall have the Unit inspected and examined by a qualified person or entity prior to closing of the transaction. A copy of the inspection report shall be given to the Board prior to closing. In the event the seller of the Unit fails to have the Unit inspected and examined by a qualified person or entity prior to closing of the transaction, the Board may order an inspection of the newly purchased Unit and the cost of such inspection shall be assessed against the purchaser of the Unit. Regardless of whether an inspection is obtained, the purchaser of the Unit agrees that the Unit is purchased as it actually and physically exists. By recording a deed or purchase contract, each purchaser of a Unit agrees the square footage, size, and dimensions of each Unit and each area constituting any part of the Common Elements as set out in this CC&R or the plat are based upon relative percentages and square footages which have been arbitrarily assigned and agreed upon solely for this purpose and do not necessarily reflect or represent the precise percentage of square footage of any specific portion of the Condominiums.

11.3. **Amendments.**

11.3.1. **In General.** The provisions of this CC&R may be amended, modified, or rescinded by a resolution setting forth such amendment, modification, or rescission and duly adopted by the affirmative vote of not less than seventy-five percent (75%) of the Unit Owners or by an instrument in writing setting forth such amendment, modification, or rescission and signed by not less than seventy-five percent (75%) of all the Unit Owners and duly acknowledged before a notary public. All mortgagees shall be notified by certified mail of any such amendment, modification, or rescission. An affidavit by the secretary of the Association certifying to such mailing shall be made a part of any instrument affecting such amendment, modification, or rescission.

11.3.2. **Limitation.** The provisions of this CC&R shall not be materially amended, including but not limited to an amendment which would change the boundaries of any Unit, the undivided interest in the Common Elements appurtenant to any Unit, the number of votes in the Association allocated to any Unit, except by the affirmative vote of seventy-five percent (75%) of the Unit Owners and prior written approval of the holders of all first Mortgages on Units.

11.3.3. **Signatures.** If the Act, this CC&R, or the Bylaws require the consent or agreement of all Unit Owners, for any action specified in the Act or in this CC&R, any instrument amending, modifying, or rescinding any provision of this CC&R with respect to such action shall be signed by all Unit Owners as required by the Acts, this CC&R, or the Bylaws.

11.3.4. **Recording.** Any amendment, modification, or rescission of this pursuant to this paragraph or any other provision of the CC&R or of the Act shall be valid and effective only upon the recording thereof, together with an amended plat if required, in the Dubuque County Recorder's Office. This CC&R may not be amended, modified, or rescinded so as to conflict with the provisions of the Act.

- 11.4. **Rules and Regulations.** The Board may adopt, publish, amend, repeal, and enforce rules and regulations governing the use of Units and the use, maintenance, architectural appearance, management, and control of the Common Elements, the Limited Common Elements, the building and grounds of the Condominium, the operation of the Association, and the personal conduct of the Unit Owners and their agents, servants, tenants, family members, guests, invitees, and licensees thereon, and to establish penalties for the infraction thereof. A copy of the rules and regulations adopted from time to time by the Board, and any amendments to existing rules and regulations, may be posted in a conspicuous place in the Condominium and a copy shall be furnished to each Unit Owner by regular mail, personal delivery, or electronic transmission. No rule, regulation, or amendment shall become effective until fifteen (15) days after it is posted and furnished to all Unit Owners, except in the case of an emergency, in which case the rule, regulation, or amendment shall become effective immediately upon posting in a conspicuous place in the Condominium; all rules and regulations promulgated and adopted by the Board shall uniformly apply to all Unit Owners and their agents, servants, tenants, family members, guests, invitees, and licensees.
- 11.5. **Notices.** Any written notice given pursuant to this CC&R shall be by personal service in the same manner as for an original notice or by registered or certified mail, return receipt requested, addressed to the person entitled thereto at such person's last known address or by any other method provided for the giving of notice in the Bylaws. Notice by mail shall be deemed to be delivered when deposited in the United States Mail properly addressed with postage prepaid.
- 11.6. **Electronic Notices.**
  - 11.6.1. **Authorization for Electronic Delivery.** In addition to the other methods of giving notice as provided herein, any notice required to be given to a Unit Owner pursuant to this CC&R or the Bylaws, including but not limited to notices of meetings, assessment notices, amendments, and other official communications, may be delivered by electronic means (as permitted by the Act), provided that the Unit Owner has affirmatively consented to receive notices electronically and has not withdrawn such consent.
  - 11.6.2. **Method of Delivery.** Electronic notice may be delivered by email or other electronic transmission to the address or electronic contact information designated by the Unit Owner in a duly executed written consent. Delivery is effective when the electronic transmission is sent, unless the sender is notified that the transmission failed.
  - 11.6.3. **Revocation of Consent.** A Unit Owner may revoke consent to receive electronic notice at any time by delivering written notice of revocation to the Board. Upon such revocation, the Association shall resume providing notices by mail or personal delivery as required by law or the governing documents.
  - 11.6.4. **Record of Consent.** The Association shall maintain a record of each Unit Owner's written consent to receive electronic notices, including the date of consent, the electronic address provided, and any subsequent revocation or modification of such consent.
- 11.7. **Severability.** If a court of competent jurisdiction shall adjudge to be invalid any

provision of this CC&R, such judgment shall not affect, impair, invalidate, or nullify any other provisions of this CC&R, but the effect thereof shall be confined in the provision adjudged invalid and shall be confined to the person, place, and situation with respect of which such judgment is rendered.

- 11.8. **Non-waiver.** Failure by any person to enforce at any time or for any period of time any of the provisions of this CC&R or to exercise any right or remedy shall not constitute a waiver of such provision, right, or remedy, and shall not prevent such person thereafter from enforcing all or any provisions of this CC&R and exercising any or all rights or remedies.
- 11.9. **Interpretation.** The CC&R shall be governed by and construed in accordance with the laws of the state of Iowa. The table of contents and captions of this CC&R are for convenience only and shall have no effect on its interpretation, wherever used in this CC&R unless the context clearly indicates otherwise, the use of the singular shall include the plural and vice versa; and the use of any gender shall be applicable to any other gender.
- 11.10. **Exhibits.** All exhibits to which reference is made are attached to this CC&R and incorporated herein by reference.
- 11.11. **Arbitration.** Any dispute or controversy arising between or among Unit Owners regarding this CC&R or the Bylaws of the Association or otherwise arising out of the terms of this document, shall be submitted to and determined to arbitration in Dubuque, Iowa, in accordance with the rules then obtaining of the American Arbitration Association subject to the provisions of Iowa law. The Unit Owners agree to be bound by the determination and agree to execute any additional documents necessary to make the Arbitrator's decision enforceable as a judgment of the courts of the State of Iowa.

## **12. Liability and Indemnification.**

- 12.1. **Liability of Officers and Board.** The officers, Directors, and committee members shall not be liable to the Association or any Unit Owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and Directors from and against all liability to others arising out of contracts made by the officers or the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Act or this CC&R, and except to the extent that such liability is satisfied by directors and officers liability insurance. Officers and Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the officers, the Board, or the managing agent on behalf of the Association shall, if obtainable, provide that the officers, the Directors, or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder.
- 12.2. **Liability of Association.** The Association shall not be liable for any failure of water supply, electrical power, natural gas, heat, air-conditioning, or other services to be obtained by the Association or paid for as a Common Expense, or for injury or damage to persons or property caused by the elements or by the Unit Owner of any Unit, or

any other person, or resulting from electricity, water, snow or ice which may leak or flow from, over, under or along any portion of the Common Elements or from any pipe, drain, conduit, appliance, or equipment. The Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any Association assessments, as in this CC&R provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any governmental authority.

- 12.3. **Parking Areas; Disclaimer of Bailee Liability.** The parking garages are Limited Common Elements which have been or will be assigned by the Association to Unit Owners as Limited Common Elements. The Board, the Association, and any Unit Owner shall not be considered a bailee, however, of any personal property stored on the Common Elements or Limited Common Elements (including, but not limited to, property located in vehicles parked in the garage, or vehicles parked in exterior surface parking spaces), whether or not exclusive possession of the particular area is assigned to a Unit Owner for parking purposes. The Board, the Association, and any Unit Owner shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.
- 12.4. **Indemnification.** Except for any prohibition against indemnification specifically set forth in the Revised Iowa Nonprofit Corporation Act, this CC&R, the Articles, or these ByLaws, at the time indemnification is sought by any Director, officer, employee, volunteer, or agent of the Association, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Director, officer, employee, volunteer, or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise (such serving as a Director, officer, employee, or agent of the Association or at the request of the Association referred to in this Section as "serving on behalf of or at the Association's request"), against expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe that his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.
- 12.5. **Indemnification: Further Provisions.** If a Director, officer, employee, volunteer, or

agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 12.4, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that the indemnification of such person is proper because he or she has met the applicable standard of conduct set forth in Section 12.4; such determination shall be made:

- 12.5.1. by the Board by a majority vote of a quorum consisting of Directors not parties to such action, suit, or proceeding, or
- 12.5.2. in a written opinion by special independent legal counsel selected by the Board by a majority vote of a quorum consisting of Directors not parties to such action, suit, or proceeding, or if the requisite quorum of the full Board cannot be obtained through disinterested Directors, in a written opinion by special independent legal counsel selected by a majority vote of the full Board in which Directors who are parties may participate. Expenses incurred by defending a civil or criminal action, suit, or proceedings as authorized in the manner provided in this Section 12.5 upon receipt of an undertaking by or on behalf of such person that such person believes in good faith that he or she has met the applicable standard of conduct set forth in Section 12.4 and that such person will repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified as authorized in this Article 12. The indemnification and advancement of expenses provided in this Article 12 shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses provided in this Article 12 may be entitled under any provision in the Articles or these ByLaws, any agreement, any vote of disinterested Directors, or otherwise, both as to actions in the person's official capacity entitling the person to indemnification and advancement of expenses under these provisions and as to actions in other capacities concurrently held by those seeking indemnification or advancement of expenses. However, no person shall be provided indemnification by any provision of the Articles or ByLaws, by any agreement, or otherwise, for any breach of a duty of loyalty to the Association, for any act or omission not in good faith or which involves intentional misconduct or knowing violation of the law, or for any transaction from which the person derives an improper personal benefit. The indemnification provided in this Article 12 shall continue as to a person who has ceased to be a Director, officer, employee, volunteer, or agent, and shall inure to the benefit of the heirs, executors, personal representatives, and administrators of such a person.
- 12.5.3. The Board shall have the power to purchase and maintain insurance on behalf of any person who is or was serving on behalf of or at the Association's request against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such

liability under the provisions hereof.

12.6. Common or Interested Directors. Each Director shall exercise such Director's powers and duties in good faith and with a view to the interests of the Association and the Condominium. No contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, firm, or association in which any of the Directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such Director is present at the meeting of the Board or any committee thereof which authorizes or approves the contract or transaction, or because such Director's vote is counted for such purpose, if any of the conditions specified in any of the following subsections exist:

- 12.6.1. The fact of the common directorate or interest is disclosed or known to the Board or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or
- 12.6.2. The fact of the common directorate or interest is disclosed or known to at least a majority of the Unit Owners, and the Unit Owners approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or
- 12.6.3. The contract or transaction is reasonable to the Association at the time it is authorized, ratified, approved, or executed.

Any common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board or committee thereof which authorizes, approves, or ratifies any contract or transaction, and may vote at the meeting to authorize any contract or transaction with like force and effect as if such Director of the Association were not an officer or director of such other corporation, firm, or association, or were not so interested.

Dated: September 9, 2025

Links Glen Condominium Owners  
Association of Dubuque, Iowa

By: Edward Alt

Edward Alt, President

STATE OF IOWA, DUBUQUE COUNTY) ss:

On this 9th day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Edward Alt, to me personal known, who, being by me duly sworn, did say that he is the President of Links Glen Condominium Association of Dubuque, Iowa, executing the within and foregoing instrument; that said instrument was signed on behalf of the Association by authority of at least 75 percent of its members; and that by Edward Alt, as President, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Association, by it and by him voluntarily executed

