



Book 2019 Page 421

2019 421 Type 06 018 Pages 37

Date 2/27/2019 Time 12:12:30PM

Rec Amt \$187.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Recorder's Cover Sheet

Document: First Amendment To Declaration of Submission of Property to Horizontal Property Regime for Neighborhood Villas, A Condominium

Preparer Information: Dennis J. McMenimen
Shuttleworth & Ingersoll, P.L.C.
115 Third St. SE, Suite 500
P.O. Box 2107
Cedar Rapids, IA 52406-2107

Taxpayer Information: ^W Good Neighbor Society
(Send Tax Statements to:) Attn.: Kathy Mersch
105 McCarren Drive
Manchester, IA 52057

Return Document To: Dennis J. McMenimen
Shuttleworth & Ingersoll, P.L.C.
115 Third St. SE, Suite 500
P.O. Box 2107
Cedar Rapids, IA 52406-2107

Grantor(s) (Declarant): Good Neighbor Society, an Iowa not for profit corporation

Grantees: Not Applicable

Legal Description: Lots 1 to 7, inclusive, Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa;
and
Lots 1 to 11, inclusive, Good Neighbor Subdivision Plat 2, City of Manchester, Delaware County, Iowa

Document or instrument number of previously recorded documents: Not Applicable

**FIRST AMENDMENT
TO
DECLARATION OF SUBMISSION OF PROPERTY
TO
HORIZONTAL PROPERTY REGIME
FOR
NEIGHBORHOOD VILLAS, A CONDOMINIUM**

This First Amendment to Declaration of Submission of Property to Horizontal Property Regime for Neighborhood Villas, A Condominium ("First Amendment") is made by **GOOD NEIGHBOR SOCIETY**, a corporation not for profit existing under Chapter 504, Code of Iowa ("Good Neighbor" or "Declarant"), in order to amend the Declaration of Submission of Property to Horizontal Property Regime for Neighborhood Villas, A Condominium, dated June 2, 2017 and recorded on June 5, 2017 in Book 2017 at Pages 1549 of the records in the office of the Delaware County, Iowa Recorder (the "Declaration").

Recitals

A. The Declaration established a horizontal property regime known as "Neighborhood Villas, A Condominium" (the "Condominium").

B. Under Article 2.02 of the Declaration, the Declarant reserved the right to expand the Condominium to add additional land and Units to the Condominium.

C. Pursuant to the authority reserved in Article 2.02 of the Declaration, the Declarant executes this First Amendment to amend the Declaration in order to (i) submit additional property to the Condominium, (ii) increase the number of total Units and Buildings from seven (7) to eighteen (18) and (iii) substitute revised Exhibits as specified below.

Agreement

Now, therefore, pursuant to the reserved rights set forth in Article 2.02 of the Declaration, the Declarant hereby amends the Declaration, as follows:

1. Definitions. Capitalized terms shall have the meaning as defined in the Declaration except as otherwise defined in this First Amendment.

2. Amendments.

(a.) Article 1.01(g) of the Declaration is deleted and the following is substituted in lieu thereof:

(g) "Building" or "Buildings" shall mean the **eighteen (18)** buildings, referred to as 102, 104, 106, 108, 110, 112, 114, 202, 204, 206, 208, 210, 212, 214 Neighbor Drive, Manchester, Iowa and 209, 211, 213 and 215 Marietta Lane, Manchester, Iowa and other structures and improvements constructed or to be constructed on the Land and containing Units as shown by the Plans. Each of

the Building pairs referred to as 102 and 104 Neighbor Drive, 106 and 108 Neighbor Drive, 110 and 112 Neighbor Drive, 204 and 206 Neighbor Drive, 208 and 210 Neighbor Drive, 212 and 214 Neighbor Drive, 209 and 211 Marietta Lane and 213 and 215 Marietta Drive are part of a duplex structure with each side of the duplex structure being a separate Building that shares a garage wall. The Buildings referred to as 114 and 202 Neighbor Drive are single family structures that are not part of a duplex structure. Each Building is located on a separate platted lot and is treated as one (1) Unit. The Buildings located at 102, 104, 106, 108, 110, 112, 114, 202, 204 and 206 Neighbor Drive each consists of one (1) level, a basement and a Garage. The Buildings located at 208, 210, 212 and 214 Neighbor Drive, and 209, 211, 213 and 215 Marietta Drive each consists of one (1) level and a Garage, but no basement.

(b.) Article 1.01(p) of the Declaration is deleted and the following is substituted in lieu thereof:

(p) “Land” means, unless the context indicates otherwise, that parcel or tract of real estate described as follows:

Lots 1 to 7, inclusive, Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa;

And

Lots 9 to 19, inclusive, Good Neighbor Subdivision Plat 2, City of Manchester, Delaware County, Iowa.

(c.) Article 3.02 is deleted and the following is substituted in lieu thereof:

3.02 Access. The Site Plan and the Plans show the location of the Property and the access to and from the Property from one or more other public streets and private access easements, including East Main Street, Manchester, Iowa and the access easements located on Lot 20, Good Neighbor Subdivision Plat 2, City of Manchester, Delaware County, Iowa.

(d.) Article 3.03(a.) is deleted and the following is substituted in lieu thereof:

(a.) Number. This declaration creates and defines **eighteen (18)** Units, each of which is identified by a distinct Unit number (i.e. Unit 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18), all as shown on the Plans. Each Unit is capable of being owned as a separate parcel of real estate. Each of the **eighteen (18)** Units created under this Declaration have the appurtenant rights identified on **Exhibit H** attached hereto.

(e.) Article 3.03(d.) is deleted and the following is substituted in lieu thereof:

(d.) Legal Description. The legal description of each Unit shall consist of the identifying Unit number (i.e. Unit 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15,

16, 17, and 18) as shown on the Plans. Every deed, lease, mortgage or other instrument shall legally describe a Unit using the following format:

[A life estate in the Grantee][A life estate for the joint lives of Grantees] in Unit __, in Neighborhood Villas, A Condominium, Delaware County, Iowa, together with an undivided percentage interest in and to the common areas and facilities appurtenant thereto, all as appears of record in the Declaration recorded in the Office of the County Recorder, Delaware County, Iowa, on June 5, 2017, in Volume 2017, beginning at Page 1549, as may be amended, with the remainder interest reserved to Good Neighbor Society, an Iowa not for profit corporation.

The land on which Neighborhood Villas, A Condominium in located is:

Lots 1 to 7, inclusive, Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa;

And

Lots 9 to 19, inclusive, Good Neighbor Subdivision Plat 2, City of Manchester, Delaware County, Iowa.

and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause such Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plans.

(f.) Article 3.03(g.) is deleted and the following is substituted in lieu thereof:

(g.) Voting Rights. The total number of votes outstanding and entitled to be cast under this Declaration, the Articles and Bylaws is **forty-five (45)**, with **twenty-seven (27)** votes to be case by Good Neighbor and **eighteen (18)** votes to be cast by Unit Owners. The Owner or Owners (collectively) of each Unit shall be entitled to cast **one (1)** vote on all matters on which a vote by Unit Owners is required or permitted by this Declaration or applicable law, including all matters submitted to a vote of the Owners under this Declaration, of the Members under the Articles and Bylaws of the Association or otherwise under applicable law. In any event, as part of its reserved rights, Good Neighbor shall at all times have the right to vote that number of votes that equal **sixty percent (60%)** of the total votes entitled to be cast on any matter submitted to the Owners. In the event Good Neighbor holds title to a Unit, Good Neighbor shall be entitled to cast the vote appurtenant to the Unit and entitled to be cast by the Owner of such Unit. The voting rights of the Owners and Good Neighbor are set forth on **Exhibit H** attached hereto.

(g.) Article 6.01(e.) is deleted and the following is substituted in lieu thereof:

(e.) Access and Utility Easements. Easements for public utilities and for access to and from each Unit over and across the areas identified for access and utility easements on the plats of (i) the Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa, as recorded on May 10, 2017 in Book 2017, Page 1294 of the records of the Recorder for Delaware County, Iowa, as may be amended, and (ii) the Good Neighbor Subdivision Plat 2, City of Manchester, Delaware County, Iowa, as recorded on February 21, 2019 in Book 2019, Page 373 of the records of the Recorder for Delaware County, Iowa, as may be amended.

(i.) Article 12.01(a.) is deleted and the following is substituted in lieu thereof:

12.01 Amendments. This Declaration may be amended in accordance with the following procedures:

(a.) Percentage Interest. Except for amendments to the undivided percentage interest in the Common Elements and/or Limited Common Elements appurtenant to each Unit resulting from (i) the enlargement of the Condominium regime as provided in Article 2.02 above, (ii) the condemnation of any Unit or of long-term obsolescence, as provided in Article 12.01(c.), or (iii) as otherwise expressly permitted in this Declaration, the undivided percentage interest in the Common Elements and/or Limited Common Elements appurtenant to each Unit may be amended only by unanimous consent of Good Neighbor and all Unit Owners affected by the proposed amendment and their respective mortgagee(s).

(j.) Article 12.03 is deleted and the following is substituted in lieu thereof:

12.03 Execution and Recording. An amendment approved in accordance with the provisions of this Declaration shall be effective when either (i) executed and acknowledged by Good Neighbor and all Owners and mortgagees, as the case may be, or (ii) a certificate of its due and proper adoption containing the provisions of the amendment is executed in the name of the Association by its President and Secretary. Any such written confirmation shall be executed with the formalities of a deed and recorded in the office of the Recorder for Delaware County, Iowa.

(k.) Exhibits B, C, D, E, F and H to the Declaration are hereby amended by deleting the Exhibits as attached to the original Declaration and substituting in lieu thereof the Exhibits attached to this First Amendment.

3. Confirmation of Declaration. Except as specifically amended in this First Amendment, the Declaration, as previously amended, remains in full force and effect.

4. Effective Date. This First Amendment shall be effective as of the date it is recorded with the Delaware County, Iowa Recorder.

Certificate of Declarant

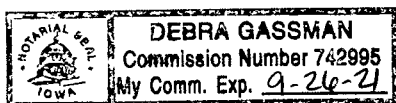
By signing below, GOOD NEIGHBOR SOCIETY, a corporation not for profit existing under Chapter 504, Code of Iowa, acting in its capacity of the Declarant under the Declaration, states and certifies that this First Amendment to Declaration of Submission of Property to Horizontal Property Regime for Neighborhood Villas, A Condominium has been prepared and adopted pursuant to the reserved right and authority of Section 2.02 of the Declaration.

GOOD NEIGHBOR SOCIETY,
a corporation not for profit existing
under Chapter 504, Code of Iowa

By: Kathy Mersch
Kathy Mersch, Business Office Director

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 26th day of February, 2019, this instrument was acknowledged before me by Kathy Mersch as the Business Office Director of **GOOD NEIGHBOR SOCIETY**.



Debra Hassman

Notary Public in and for the State of Iowa

My Commission Expires: 9-26-21

First Amended And Restated Bylaws Of Neighborhood Villas Condominium Association, Inc.

First Amended and Restated Bylaws Of Neighborhood Villas Condominium Association, Inc.

Neighborhood Villas Condominium Association, Inc.

By: Kathy Mersch
Kathy Mersch, Secretary

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 26th day of February, 2019,
this instrument was acknowledged before me by Kathy Mersch as the Secretary of **Neighborhood Villas Condominium Association, Inc.**



Debra Gassman
Notary Public in and for the State of Iowa
My Commission Expires: 9-26-21

FIRST AMENDED AND RESTATED BYLAWS
Of
NEIGHBORHOOD VILLAS CONDOMINIUM ASSOCIATION, INC.
(A nonprofit Iowa corporation organized under Chapter 504 Iowa Code)

ARTICLE I
Scope and Definitions

1.01 The following are the First Amended and Restated Bylaws of **NEIGHBORHOOD VILLAS CONDOMINIUM ASSOCIATION, INC.**, a nonprofit corporation (the "Corporation") organized under Chapter 504, Code of Iowa, which governs the council of co-owners of Neighborhood Villas, A Condominium, created under the Declaration of Submission of Property to Horizontal Property Regime for Neighborhood Villas, A Condominium, as amended from time to time, (the "Declaration"), which condominium is situated in Manchester, Delaware County, Iowa. These First Amended and Restated Bylaws shall be effective upon the execution and recording of the First Amendment to Declaration of Submission of Property to Horizontal Property Regime for Neighborhood Villas, A Condominium.

1.02 The term "Regime" means the horizontal property (condominium) regime known as Neighborhood Villas, A Condominium created by the Declaration and situated and located on the real estate situated in Delaware County, Iowa, as described in the Declaration.

1.03 The capitalized terms used in these Bylaws that are not otherwise defined herein shall have the same meaning as defined in the Declaration. All references in the plural or singular shall include the other according to context, and all references to gender shall include male, female or neuter according to context.

ARTICLE II
Members and Voting Rights

2.01 Subject to the qualifications set forth below in this Article, (i) Good Neighbor Society, a corporation not for profit existing under Chapter 504, Code of Iowa ("Good Neighbor"), and (ii) the Owner or Owners of a Unit in Neighborhood Villas, A Condominium, as defined in the Declaration, and as shown of record in the official records of the Delaware County, Iowa Recorder, shall constitute the members of the Corporation. Membership of the Owner(s) of a Unit shall automatically cease when the record ownership of such Unit is terminated. The membership of Good Neighbor in the Corporation shall continue until termination of the Regime and shall be subject to assignment as provided in the Articles. Membership in the Corporation may not be transferred or assigned except: (i) as to an Owner in conjunction with the termination, transfer or relinquishment of the life estate in a Unit, or (ii) as to Good Neighbor, in conjunction with the transfer of all the Remainder Interests in the Units.

2.02 The rights and obligations of members shall be governed by the Declaration, the Articles and these Bylaws. To the extent of any conflict between the Declaration, the Articles and these Bylaws, the Declaration shall control.

2.03 The total number of votes outstanding and entitled to be cast by all members, including Good Neighbor and the Unit Owners is as set forth in the Declaration, as may be amended. The Owner of each Unit is entitled to one (1) vote. If there is more than one owner of a Unit, all such owners shall vote collectively the vote associated with the Unit. All votes cast by members collectively shall be cast together and may not be divided. "Unit" is defined in the Declaration.

2.04 If more than one Person owns an interest in the same Unit, all such Persons shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the vote entitled to be cast by the Owner(s) of that Unit shall be cast by the person or persons named on a written designation signed by all Owners or fiduciaries or other officials designating the person entitled to cast the vote for such Owners. If such written designation is not executed and filed with the Corporation, the vote entitled to be cast with respect to that Unit shall not be counted or voted for purposes of a quorum or in determining the outcome of any vote unless all Owners, or fiduciaries, or officials are present and concur in the casting of such vote. This restriction, however, shall not affect the total number of votes outstanding and entitled to be cast, nor shall it affect any percentage of such total number of votes as is required for any purpose as set forth in any of the Condominium Documents.

2.05 If ownership of a Unit is acquired or terminated by instrument of transfer but not of record, or, if acquired or terminated other than by way of instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present to the Administrator of the Corporation evidence satisfactory to it of facts evidencing lawful ownership status. A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the owner or property right in respect to which he is serving. No person shall be recognized as a member until accepted by the Corporation and confirmed as a member in the books and records of the Corporation.

ARTICLE III Membership Meetings

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

3.02 At any annual or special meeting, the presence of members, in person or by proxy, who are entitled to cast **sixty percent (60%)** of the total number of votes outstanding, as determined by the Declaration, shall constitute a quorum for the transaction of business. All

action taken by the members or submitted to them for consideration shall be carried or approved upon the favorable vote of **sixty percent (60%)** of the outstanding votes entitled to be cast unless a different rule is provided herein or by the Articles, the Declaration, Bylaws or any agreement to which Good Neighbor is a party. If the President is not available to preside, a chairman shall be elected to preside over the meeting.

3.03 A special meeting of the members may be called by the President or by two-thirds (2/3rds) of the Directors or by such number of members who are entitled collectively to cast at least two-thirds (2/3rds) of the total number of votes outstanding and entitled to be cast.

3.04 It shall be the duty of the secretary or his designee to give written notice to members of the time and place of the annual meeting. The person or persons calling a special meeting pursuant to paragraph 3.03 shall give like written notice of the time and place of such special meeting. All notices shall set forth the purpose or purposes for which the meeting will be held and no action shall be taken at a special meeting which is not directly related to the purposes of the special meeting as defined in said notice.

3.05 At all meetings the order of business shall consist of the following:

- a. Election of chairman, if required.
- b. Calling roll and certifying of proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers, if applicable.
- f. Reports of committees, if applicable.
- g. Election of inspectors of election, if applicable.
- h. Appointment of Directors, if applicable.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

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

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

3.07 Notice shall be given by mailing or delivering the same not less than ten (10) nor more than fifty (50) days prior to the date of the meeting. A mailed notice shall be duly given if addressed to the member at the address of his Unit within the Regime, unless at the time of

giving of such notice, the Owner has in writing directed a different mailing address to be carried on the rolls of the Corporation. If a Unit is owned in common or jointly, notice is duly given to the Person named in the written designation required by paragraph 2.04 of Article II.

3.08 The annual meeting of the members shall be held, commencing in the year 2018, on the third Monday of April of each year at 8:00 a.m., local time or such other time as determined from time to time by the Board of Directors. The provisions of this paragraph shall not inhibit the calling or holding of any special meeting.

ARTICLE IV Board of Directors

4.01 The Corporation shall have a Board of Directors. So long as Good Neighbor is the holder of any Unit(s) or any Remainder Interest in any Unit(s), Good Neighbor shall be the Administrator of the Corporation. The Administrator shall exercise all of the powers and perform the duties and responsibilities of the Board of Directors, except as expressly stated in these Articles to be reserved to and performed by the Board of Directors. In the performance of the duties and responsibilities of the Board of Directors, the Administrator may seek the advice and recommendations of the Director(s). To the extent the duties and responsibilities of the Board of Directors are performed by the Administrator, the Board of Directors shall be relieved from such duties and responsibilities. Upon the transfer and conveyance by Good Neighbor of all interest in any Units, including all of its Remainder Interests in the Units, Good Neighbor shall be deemed to have assigned and transferred its position as the Administrator of the Corporation and all the duties and responsibilities of the Administrator to the grantee of all of the Remainder Interests. The position of the Administrator of the Corporation and all the duties and responsibilities of the Administrator shall be appurtenant to all the Remainder Interests in the Units.

4.02 General Powers. The powers and duties of the Board of Directors that shall be exercised by the Administrator in accordance with the provisions of the Articles and the Declaration include, but shall not be limited to, the following:

- a. To make and collect assessments against members for all common expenses.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. The Maintenance, repair, replacement, and operation of the Property, including all Common Elements and Units, if and as applicable, and the construction of new improvements or alterations if authorized, and making or providing for payment for all such work and approving or delegating to the Treasurer authority to approve vouchers therefor.
- d. The reconstruction, repair, restoration, or rebuilding of the Property and of any Units if and as applicable after casualty or otherwise, as provided in the Declaration.

e. To make and amend regulations restricting the use and occupancy of the Property and in their discretion to permit or forbid an action or conduct as discretion is committed to them in the Declaration.

f. To enforce by legal means the provisions of the Declaration, the Articles of Incorporation, the Bylaws of the Corporation and the regulations for the use of the Property.

g. To contract for management services on behalf of the Corporation and to delegate to such contractor all powers and duties; to employ, designate and remove any personnel necessary for the Maintenance, repair and replacement of the Common Elements.

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

i. To carry insurance as required by the Declaration.

j. To pay the cost of all utility or other services rendered to any of the Property which is not billed directly to Owners.

k. To interpret and apply the provisions of the Declaration in matters of dispute between Owners or between Owners and the Corporation, which determination shall be binding on the Owners;

l. To conduct or supervise all votes or determinations by members other than a membership meeting.

4.03 Number, Tenure and Election. The number of Directors of the Corporation shall consist of either one (1), three (3) or five (5) persons, but in no event shall be less than one (1) and no greater than five (5). The number of Directors may be determined at an annual meeting of the members. Good Neighbor shall have the right to appoint: (i) one (1) Director if the total number is one (1), (ii) two (2) Directors if the total number is three (3); and (iii) three (3) Directors if the total number is five (5). Directors not appointed by Good Neighbor shall be elected at the annual membership meeting by the Owners of Units, with the vote of a majority of the votes eligible to be cast by the Owners of Units required to elect a Director. Each Director shall serve a term of one year, or until a successor has been elected and qualified.

4.04 Annual and Regular Meeting. An annual meeting of the Board of Directors for the transaction of such other business as may properly come before the meeting, shall be held immediately after the annual meeting of the members at such place, time and date as the Board of Directors shall determine. The Board of Directors may have regular meetings at a time and place designated by resolution without other notice than such resolution.

4.05 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place, time and date of such meetings.

4.06 Notice. Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at such Director's address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

4.07 Quorum. A minimum of one-half of the number of Directors entitled to vote shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is not present at any meeting of the Board of Directors, a majority of the Directors present and entitled to vote at such meeting may adjourn the meeting from time to time without further notice.

4.08 Manner of Acting. Except as otherwise provided in these Bylaws, the act of **sixty percent (60%)** of the Directors entitled to vote shall be the act of the Board of Directors.

4.09 Compensation. Directors as such shall not receive any stated salaries for their services; but nothing herein contained shall be construed to preclude any Director from being reimbursed for expenses incurred in serving the Corporation or from serving the Corporation in any other capacity and receiving reasonable compensation therefor.

4.10 Informal Action by Directors. Any action required to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote.

4.11 Meetings by Conference Telephone. Directors of the Board of Directors may participate in a meeting of the Board of Directors by conference telephone or similar communications equipment. All persons participating in the meeting shall be able to hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at the meeting. Records of the meeting shall be kept by the Corporation.

4.12 Presumption of Assent. A Director of the Corporation who is present at a meeting

of the Board of Directors at which action on any Corporation matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation promptly after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE V

Officers

5.01 The officers of the Corporation shall be the President, a Vice President, a Treasurer and a Secretary. Officers need not be members of the Corporation. All officers shall be designated by the Administrator. The Administrator may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Administrator, but subject at all times to the provisions of the Bylaws and to the control of the Administrator. More than one office may be held by a single person.

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

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

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

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

5.06 Compensation of all officers and employees shall be determined and paid by the Administrator. This provision shall not preclude the Administrator from employing a Director as an employee.

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

ARTICLE VI

Common Expenses; Assessments and Collection

6.01 The common expenses of the Corporation include all those legitimately assumed by it in connection with its powers, duties and obligations as set forth in the Declaration and as are necessary or implied in connection with the powers and duties of the Board of Directors as exercised by the Administrator and the provisions of Chapter 499B and 504, Code of Iowa.

6.02 The Independent Living Agreements executed from time to time between Good Neighbor and the Owner(s) of each Unit require the payment of a monthly fee, which may fees for one or more of the following: interior maintenance of the Unit, access to other facilities in the Good Neighbor Community, security services, nursing care, special assistance, housekeeping, meals and other services provided under the terms of the Independent Living Agreements (the "Monthly Service Fee").

6.03 Assessments against the Units and the Owners thereof shall be made by the Corporation in order to provide funds for the discharge of the total of (i) the common expense of the Corporation assessable to the respective Unit, (ii) any "special" assessment assessed to a Unit, (iii) any emergency or extraordinary assessments, and (iv) the Monthly Service Fee chargeable to the respective Unit Owner(s), which assessments, in addition to being and constituting a lien against the Unit in question and the appurtenances thereto shall also be a personal liability of the Owner thereof and jointly and severally so if more than one Owner.

6.04 All assessments and funds collected shall be billed to the Owner(s) of the Unit in a statement entitled "Monthly Service and Condominium Fee". Payments received shall be charged or credited to the Owner's account. Owners shall make remittance in one payment to Good Neighbor, which will be deemed received by it as such and as Administrator of the Corporation. It shall not be required that a separate bank account or accounts for the Corporation funds be maintained so long as the Administrator can adequately account therefor for purposes of income tax reporting to the satisfaction of its accountant.

6.05 Assessments for common expenses shall be allocated to each Unit and its Owner(s) in an amount equal to the proportionate share of the total common expense and assessment made therefor as is derived by multiplying the total assessment by the fractional interest of ownership of the Common Elements which is appurtenant to that Unit, as set forth in the Declaration.

6.06 "Special Assessments" may be made against any Unit and its Owner(s) for failure of the Owner(s) to provide insurance or Maintenance as provided by the Declaration, fines imposed on an Owner or other defaults, which amounts shall be recovered by an assessment made only against a particular Unit(s) and the Owner or Owners thereof, in the necessary amounts and without regard to the fractional interest formula..

6.07 The owner of a Unit pursuant to a foreclosure (whether it is the mortgagee or purchaser), voluntary conveyance or other termination shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments whether generally or "specially" levied against said Unit and the grantor or prior owner thereof, but without prejudice to the right of such grantee or devisee to recover from the prior owner the amounts paid therefor.

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

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

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

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

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

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

reserve accounts and assessments for such purposes.

6.10 The regular annual assessments made for current expense and deferred Maintenance and replacement reserves or for any other purpose shall be due from and paid by the Unit Owners as to their shares thereof in twelve (12) equal monthly installments payable on the first day of each month during the one year period in question. If any installment of any assessment of any kind or character is in default for more than forty-five (45) days, the Administrator may accelerate the remaining installments and declare the entire amount thereof due and payable within twenty (20) days after written notice thereof is mailed to the owner in default at his address carried upon the corporate records. A penalty of twelve percent (12%) interest annually on unpaid assessments shall accrue as of the date an assessment installment is due. The Corporation may charge an administration fee of One hundred dollars (\$100) when an Owner is in default with respect to an assessment installment for more than forty-five (45) days.

6.11 At such time contemporaneously with the recording of the Declaration or subsequent thereto as the certificate of occupancy for any Building has been issued or as the Administrator determines, in its discretion, that any Building, Unit or other improvements have been substantially completed and such are ready for occupancy, the Administrator shall immediately meet and adopt an interim budget and make such assessments of whatever character as are necessary in order to provide for the expenses and obligations of the Corporation as determined by the Declaration during the period of any fractional calendar year or any fractional fiscal year as may remain, which assessments shall be effective as of the date of the Certificate of Occupancy or such determination made by the Administrator.

6.12 The share of all sums assessed payable by an Owner but unpaid shall constitute a lien on the Unit or of such Owner prior to all other liens, except tax liens on the Unit in favor of any assessing unit or special district and all sums payable on a first mortgage of record, which lien may be foreclosed by the Corporation in the manner and with the consequence provided in Section 499B.17, Code of Iowa. In event of foreclosure the Owner shall be required to pay a reasonable rental for the Unit if such Owner remains in possession thereof. The Corporation may sue for money judgment for unpaid assessments or sums due without foreclosing or waiving any lien which it holds. In event of suit or foreclosure, the Corporation shall be entitled to collect reasonable attorney fees from the Owner.

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

ARTICLE VII

Taxes

7.01 Real Estate Taxes. Real estate taxes assessed against the Regime shall be assessed against the individual Units by the assessing authorities and shall be paid by the Owners thereof. Each Owner's assessment shall include the Owner's fractional share of the Common Elements as set forth in the Declaration and the Owner's liability for any Limited Common Element that is reserved for the use of the Owner's Unit to the exclusion of other Units. Each Unit Owner when assessed shall be liable to pay all of such taxes assessed and the Corporation shall have no responsibility to pay the same but may do so if so determined by the Board of Directors.

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

ARTICLE VIII Amendment

8.01 Except as herein provided, these Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a special or annual meeting of the members upon the affirmative vote of **sixty percent (60%)** of the total number of votes outstanding and entitled to be cast, all in accordance with the Declaration and these Bylaws. No amendment, alteration or action taken to repeal these Bylaws and adopt new Bylaws shall change the provisions of the Declaration and these Bylaws which equate membership with Unit ownership, define the total number of votes, liabilities for assessments, and interests in funds including insurance proceeds of the Corporation on the fractional interest appurtenant to that Unit, unless unanimous consent of the Unit Owners is secured.

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

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

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

ARTICLE IX
Indemnification of Administrator, Directors and Officers

The Corporation shall indemnify those parties entitled to indemnification as specified in the Articles of Incorporation. The obligation of the Corporation hereunder shall be subject to the terms and conditions of a plan of indemnification adopted by the Administrator. Any such plan may limit or condition the obligation of the Corporation hereunder, may grant contract rights to indemnitees, may limit indemnification to persons serving in specified offices, may provide procedural and substantive rights to indemnitees and may be amended, modified or terminated by a the Administrator. A plan of indemnification may obligate the Corporation to indemnification which is less than the full extent permitted by applicable law and may contemplate future change in applicable law.

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

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

ARTICLE X
General Provisions

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

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

10.03 The Administrator may, in its discretion, issue written evidence of membership, but the same shall be evidence thereof only and shall in no manner be transferable or negotiable, and the share of the member in the assets of the Corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such assignment, hypothecation, or

transfer of the Unit.

10.04 The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Administrator, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Directors entitled to vote. All books and records of the Corporation may be inspected by any Director, or his agent or attorney for any proper purpose at any reasonable time.

10.05 The fiscal year of the Corporation shall begin on January 1 of each year and shall end on December 31 of each year.

10.06 Whenever any notice is required to be given under the provisions of the Revised Iowa Nonprofit Corporation Act or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Approved by the Members of the Association by the Written Consent of the Members, effective as of February 14, 2019, with these First Amended and Restated Bylaws to be effective as of the date and time the First Amendment to Declaration of Submission of Property to Horizontal Property Regime for Neighborhood Villas, A Condominium is executed by Good Neighbor Society and filed for record with the Delaware County, Iowa Recorder.

NEIGHBORHOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

By: MHC GC
Mathew Carpenter, President

EXHIBIT C
(Amended)

Site Plan

The Site Plan consists of: (i) the attached final plat of the Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa recorded in the records of the Recorder for Delaware County, Iowa on May 10, 2017 in Book 2017 Page 1294; and (ii) the attached final plat of Good Neighbor Subdivision Plat 2, City of Manchester, Delaware County, Iowa recorded in the records of the Recorder for Delaware County, Iowa on February 21, 2019 in Book 2019 Page 373.

EXHIBIT D
(Amended)

Plans

See below listed Plans are attached on the following pages:

<u>Plan</u>	<u>Description</u>
Final Plat	Site plan for Lots 1 thru 7, Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa (See Exhibit C above);
Final Plat	Site plan for Lots 9 through 19, Good Neighbor Subdivision Plat 2, City of Manchester, Delaware County, Iowa (See Exhibit C above);
A100	Floor Plans for Basement Level and Main Level of Units 7 and 8.
A102	Floor Plans for the Main Level of Units 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18
A103	Floor Plans for the Basement Level of Units 1, 2, 3, 4, 5, 6 and 9.

RECORDER'S INDEX

LOCATION: SW OF SE
SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST
CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

REQUESTOR: RICK COLBY

PROPRIETOR: GOOD NEIGHBOR HOME a/k/a GOOD NEIGHBOR SOCIETY

SURVEYOR: DAVID P. SCHNEIDER

SURVEYOR AND PLANNING, INC.

COMPANY: DAVID P. SCHNEIDER

RETURN TO: P.O. BOX 128 FARLEY, IOWA
Ph#563-744-3631 daves@yousq.net



Book 2017 Page 1294

Document 2017 1294 Type 06 002 Pages 11
Date 5/10/2017 Time 9:46:26AM
Rec Amt \$57.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

FILED
Delaware Co. Assessor

FILED
Delaware Co. Auditor

MAY 10 2017

MAY 10 2017

FINAL PLAT GOOD NEIGHBOR SUBDIVISION, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA.

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5th P.M.,
CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

SURVEY DESCRIPTION - GOOD NEIGHBOR SUBDIVISION, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST
OF THE 5th P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID
SECTION 28; THENCE N89°35'35"E, 1329.26 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF
THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE S01°01'17"E, 1325.57 FEET TO THE SOUTHEAST CORNER
OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE S89°27'40"W, 185.10
FEET TO THE SOUTHEAST CORNER OF THE WEST 150 FEET OF THE EAST QUARTER OF THE SOUTHWEST QUARTER
OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE N00°42'18"W, 330.03 FEET ALONG THE EAST LINE
OF THE WEST 150 FEET OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SAID SECTION 28; THENCE S89°27'28"W, 150.01 FEET TO THE WEST LINE OF THE EAST QUARTER OF THE
SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE S00°42'17"E, 330.02 FEET
TO THE SOUTHWEST CORNER OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF SAID SECTION 28; THENCE S89°27'40"W, 279.87 FEET TO THE EASTERLY LINE OF MCCARREN DRIVE
EXTENDED SOUTH; THENCE N00°42'36"W, 725.79 FEET TO THE NORTHEASTERLY CORNER OF MCCARREN DRIVE;
THENCE S89°25'20"W, 50.00 FEET TO THE NORTHWESTERLY CORNER OF MCCARREN DRIVE; THENCE S00°42'36"E,
270.89 FEET ALONG THE WEST LINE OF MCCARREN DRIVE TO THE SOUTHEAST CORNER OF THE NORTH 205 FEET
OF THE EAST 192 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF SAID SECTION 28; THENCE S89°33'04"W, 192.05 FEET TO THE SOUTHWEST CORNER OF THE NORTH
205 FEET OF THE EAST 192 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 28; THENCE N02°13'50"W, 204.44 FEET TO THE NORTHWEST CORNER OF
THE NORTH 205 FEET OF THE EAST 192 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE S89°27'52"W, 468.25 FEET TO THE SOUTHWEST
CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID
SECTION 28; THENCE N01°12'09"W, 669.08 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF
THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 TO THE POINT OF BEGINNING,
CONTAINING 29.339 ACRES, WHICH INCLUDES 0.352 ACRES OF EXISTING PUBLIC ROAD RIGHT OF WAY.

TOTAL AREA
29.339 ACRES TOTAL
-0.352 ACRES ROAD
28.987 ACRES NET



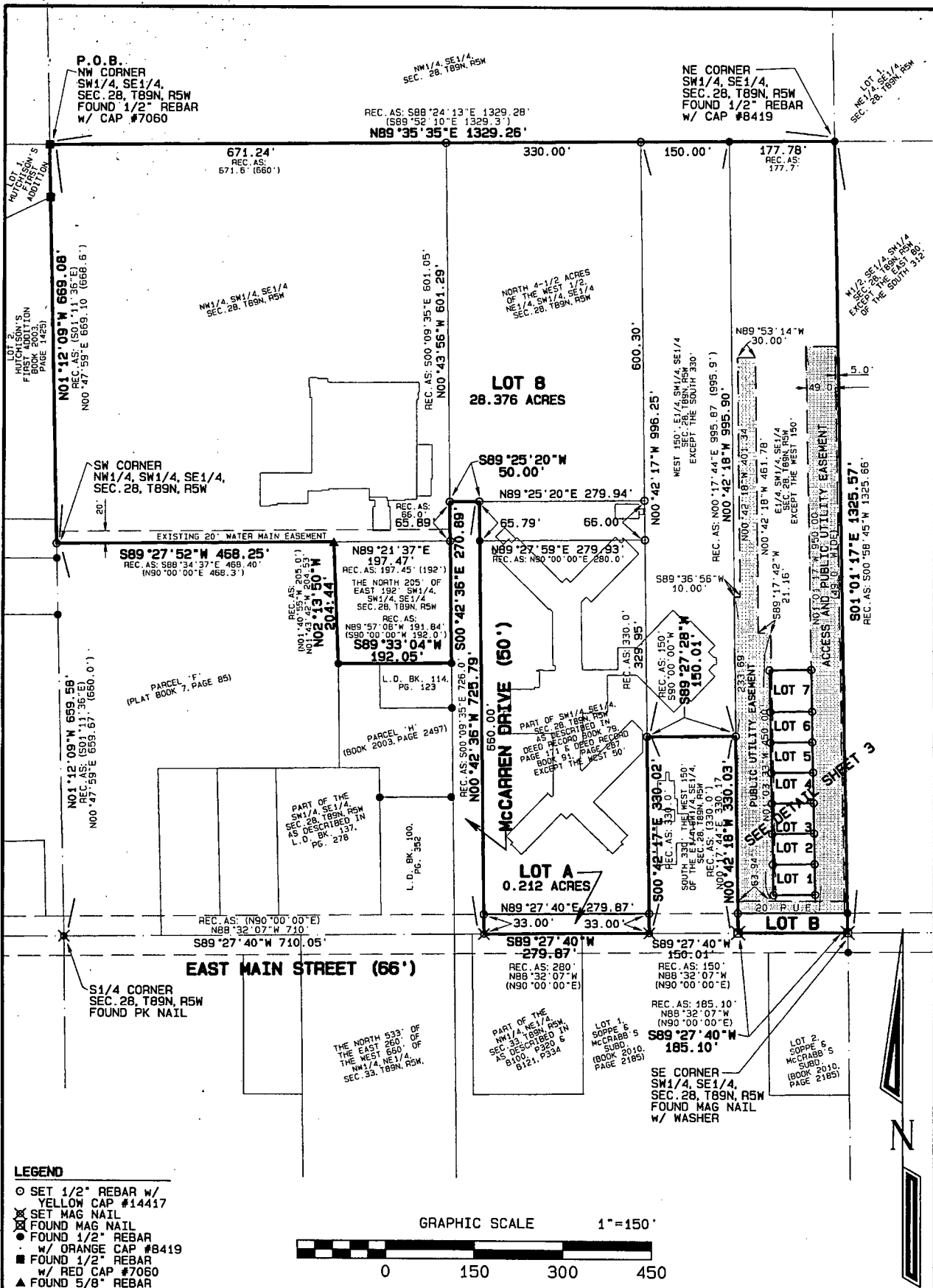
I hereby certify that this land surveying document was
prepared and the related survey work was performed
by me or under my direct personal supervision and that
I am a duly licensed Land Surveyor under the laws of
the State of Iowa.

David P. Schneider 4/18/2017
David P. Schneider P.L.S. #14417 Date:
My license renewal date is December 31, 2017.

Pages or sheets covered by this seal: SHEETS 1, 2 & 3

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
Fax 563-744-3629

Project: 1969FP
Survey Date: 3/15/2017
Sheet: 1 of 7

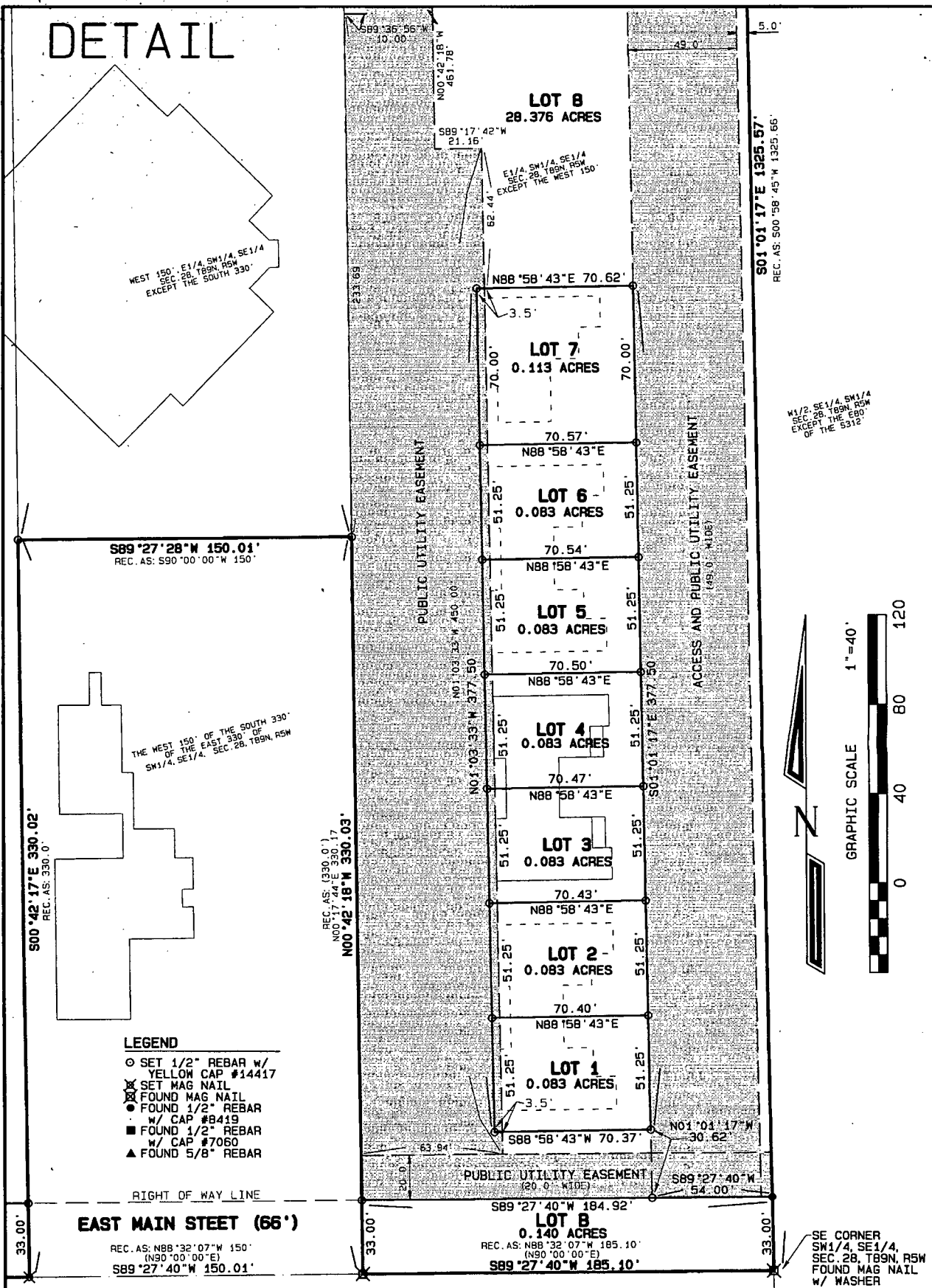


FINAL PLAT
GOOD NEIGHBOR SUBDIVISION,
CITY OF MANCHESTER, DELAWARE COUNTY, IOWA
 PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
 SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5th P.M.,
 CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

SCHNEIDER
 Land Surveying
 &
 Planning, Inc.
 P.O. Box 128
 Farley, Iowa 52046
 Ph 563-744-3631
 Fax 563-744-3629

Project: 1969FP
 Survey Date: 3/15/2017
 Sheet: 2 of 7

DETAIL



FINAL PLAT GOOD NEIGHBOR SUBDIVISION, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA.

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5th P.M.,
CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
Fax 563-744-3629

Project: 1969FP
Survey Date: 3/15/2017
Sheet: 3 of 7

RECORDER'S INDEX

LOCATION: BEING A SUBDIVISION OF LOT 8 OF GOOD NEIGHBOR SUBDIVISION, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5th P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

REQUESTOR: GOOD NEIGHBOR HOME a/k/a GOOD NEIGHBOR SOCIETY

PROPRIETOR: GOOD NEIGHBOR HOME a/k/a GOOD NEIGHBOR SOCIETY

SURVEYOR: DAVID P. SCHNEIDER

SURVEYOR COMPANY: SCHNEIDER LAND SURVEYING AND PLANNING, INC.

RETURN TO: DAVID P. SCHNEIDER
P.O. BOX 128 FARLEY, IOWA 52046
Ph#563-744-3631 daves@yousq.net

FILED
Delaware Co. Assessor

FEB 21 2019

Book 2019 Page 373

Document 2019 373 Type 06 002 Pages 10
Date 2/21/2019 Time 3:50:33PM
Rec Amt \$52.00FILED
Delaware Co. Auditor

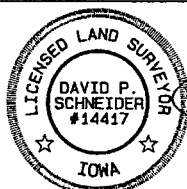
FEB 21 2019

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA**FINAL PLAT****GOOD NEIGHBOR SUBDIVISION PLAT 2,
CITY OF MANCHESTER, DELAWARE COUNTY, IOWA.**

BEING A SUBDIVISION OF LOT 8 OF GOOD NEIGHBOR SUBDIVISION, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5th P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

SURVEY DESCRIPTION -

GOOD NEIGHBOR SUBDIVISION PLAT 2, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA:
BEING A SUBDIVISION OF LOT 8 OF GOOD NEIGHBOR SUBDIVISION, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA.

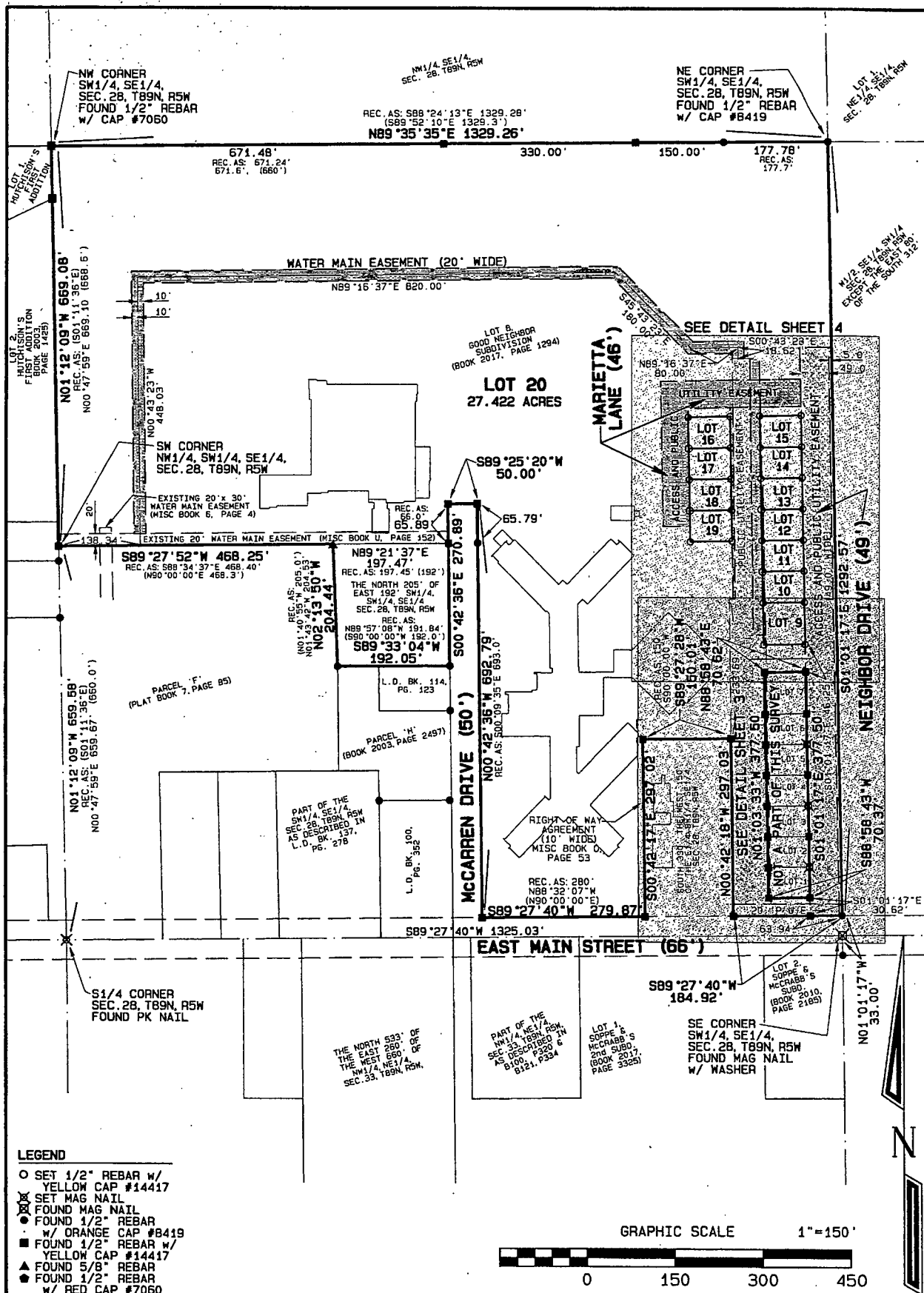
TOTAL AREA
28.376 ACRES

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

David P. Schneider P.L.S. #14417 Date: 2/12/2019
My license renewal date is December 31, 2019.

Pages or sheets covered by this seal: SHEETS 1, 2, 3 & 4

SCHNEIDER
Land Surveying
&
Planning, Inc.P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
Email: daves@yousq.netProject: 1969FP2
Survey Date: 12/18/2018
Sheet: 1 of 4



FINAL PLAT
GOOD NEIGHBOR SUBDIVISION PLAT 2,
CITY OF MANCHESTER, DELAWARE COUNTY, IOWA
 BEING A SUBDIVISION OF LOT 8 OF GOOD NEIGHBOR SUBDIVISION,
 CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, BEING PART OF THE SOUTHWEST
 QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH,
 RANGE 5 WEST OF THE 5th P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

SCHNEIDER
 Land Surveying
 &
 Planning, Inc.
 P.O. Box 128
 Farley, Iowa 52046
 Ph# 563-744-3631
 Email: daves@youusq.net

Project: 1969FP2
 Survey Date: 12/18/2018
 Sheet: 2 of 4

DETAIL A

LOT 20
27.422 ACRES

MATCH LINE

S89°27'28"W 150.01'
REC. AS: S90°00'00"W 150'

THE WEST 150' OF THE SOUTH 330'
OF THE EAST 330' OF
SW1/4, SE1/4, SEC. 28, T89N, R5W

S00°42'17"E 297.02'
REC. AS: 297.0'

LEGEND

- SET 1/2" REBAR w/
YELLOW CAP #14417
- ✕ SET MAG NAIL
- ✕ FOUND MAG NAIL
- FOUND 1/2" REBAR
w/ ORANGE CAP #8419
- FOUND 1/2" REBAR w/
YELLOW CAP #14417
- ▲ FOUND 5/8" REBAR
- FOUND 1/2" REBAR
w/ RED CAP #7060

RIGHT OF WAY LINE

REC. AS: N88°32'07"W 150'
(N90°00'00"E)
S89°27'40"W 150.01'

REC. AS: (297.0')
N00°17'44"E 297.17'

N00°42'18"W 297.03'

PUBLIC UTILITY EASEMENT
(BOOK 2017, PAGE 1294)

N01°03'33"W 377.50'

N01°03'33"W 450.00'
GOOD NEIGHBOR SUBDIVISION
(BOOK 2017, PAGE 1294)

NOT A PART OF THIS PLAT

S01°01'17"E 377.50'

ACCESS AND PUBLIC UTILITY EASEMENT
(45.0' WIDE)
(BOOK 2017, PAGE 1294)

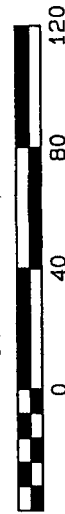
NEIGHBOR DRIVE (49')

S01°01'17"E 1325.57'
REC. AS: S00°58'45"W 1325.66'

W1/2, SE1/4, SW1/4
SEC. 28, T89N, R5W
EXCEPT THE E80
OF THE S312



GRAPHIC SCALE 1"=40'



EAST MAIN STREET (66')

S89°27'40"W 185.10'
REC. AS: N88°32'07"W 185.10'
(N90°00'00"E)

SE CORNER
SW1/4, SE1/4,
SEC. 28, T89N, R5W
FOUND MAG NAIL
w/ WASHER

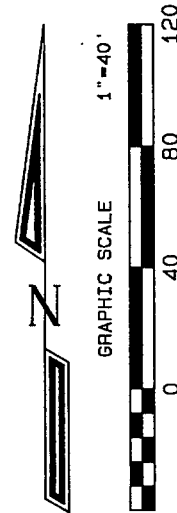
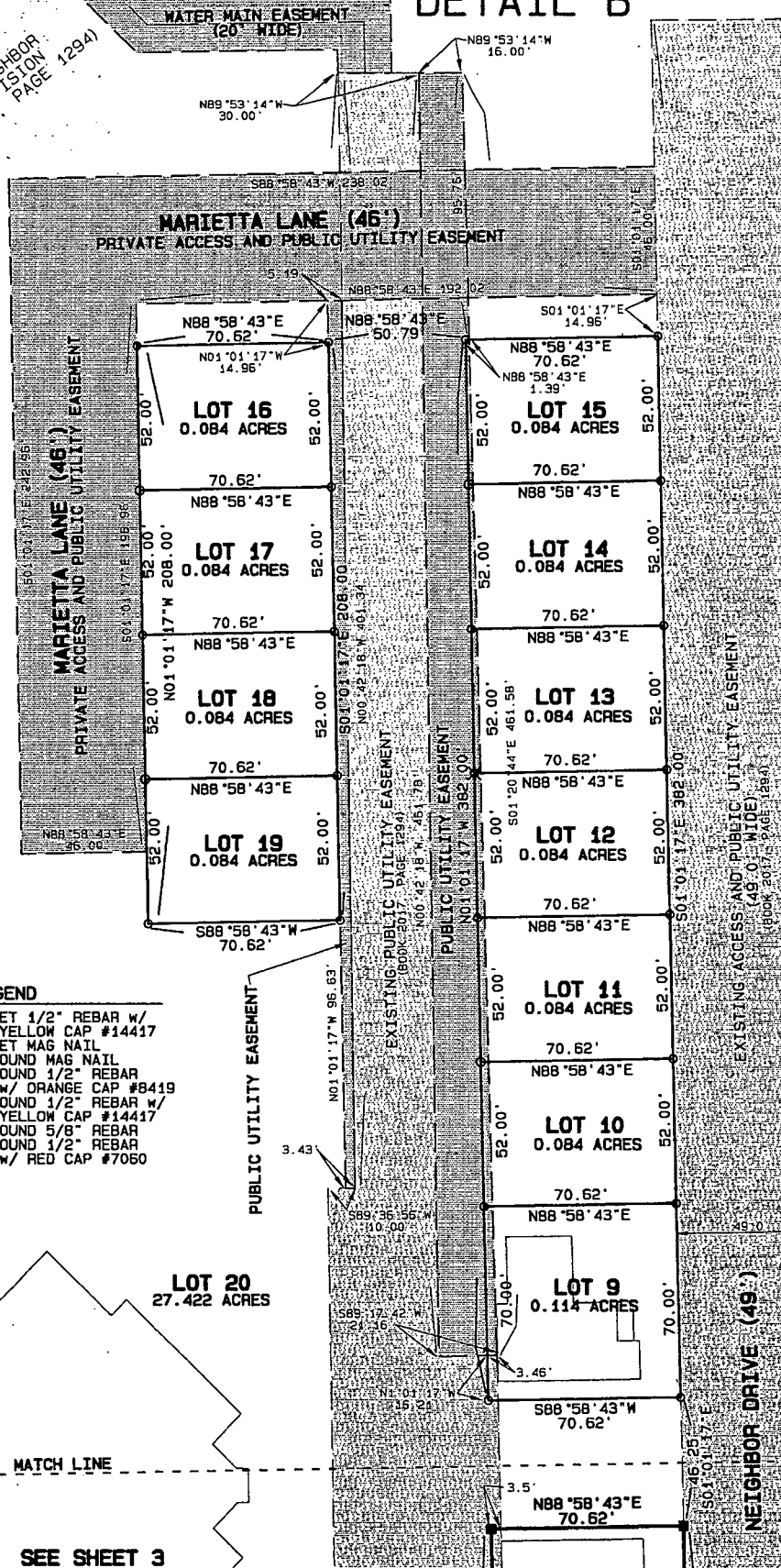
FINAL PLAT
GOOD NEIGHBOR SUBDIVISION PLAT 2,
CITY OF MANCHESTER, DELAWARE COUNTY, IOWA.
BEING A SUBDIVISION OF LOT 8 OF GOOD NEIGHBOR SUBDIVISION, CITY OF
MANCHESTER, DELAWARE COUNTY, IOWA, BEING PART OF THE SOUTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH,
RANGE 5 WEST OF THE 5th P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
Email: daves@yousq.net
Project: 1969FP20DETAIL
Survey Date: 12/18/2018
Sheet: 3 of 4

SEE SHEET 4

LOT 8
GOOD NEIGHBOR
SUBDIVISION
(BOOK 2017, PAGE 1294)

DETAIL B



M1/2, SE1/4, SW1/4
SEC 28, T89N, R5W
EXCEPT THE E80'
OF THE S312'

FINAL PLAT
GOOD NEIGHBOR SUBDIVISION PLAT 2,
CITY OF MANCHESTER, DELAWARE COUNTY, IOWA.
BEING A SUBDIVISION OF LOT 8 OF GOOD NEIGHBOR SUBDIVISION, CITY OF
MANCHESTER, DELAWARE COUNTY, IOWA, BEING PART OF THE SOUTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH,
RANGE 5 WEST OF THE 5th P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
Email: daves@yousq.net

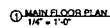
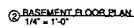
Project: 1969FP2DETAIL
Survey Date: 12/18/2018
Sheet: 4 of 4

EXHIBIT D
(Amended)

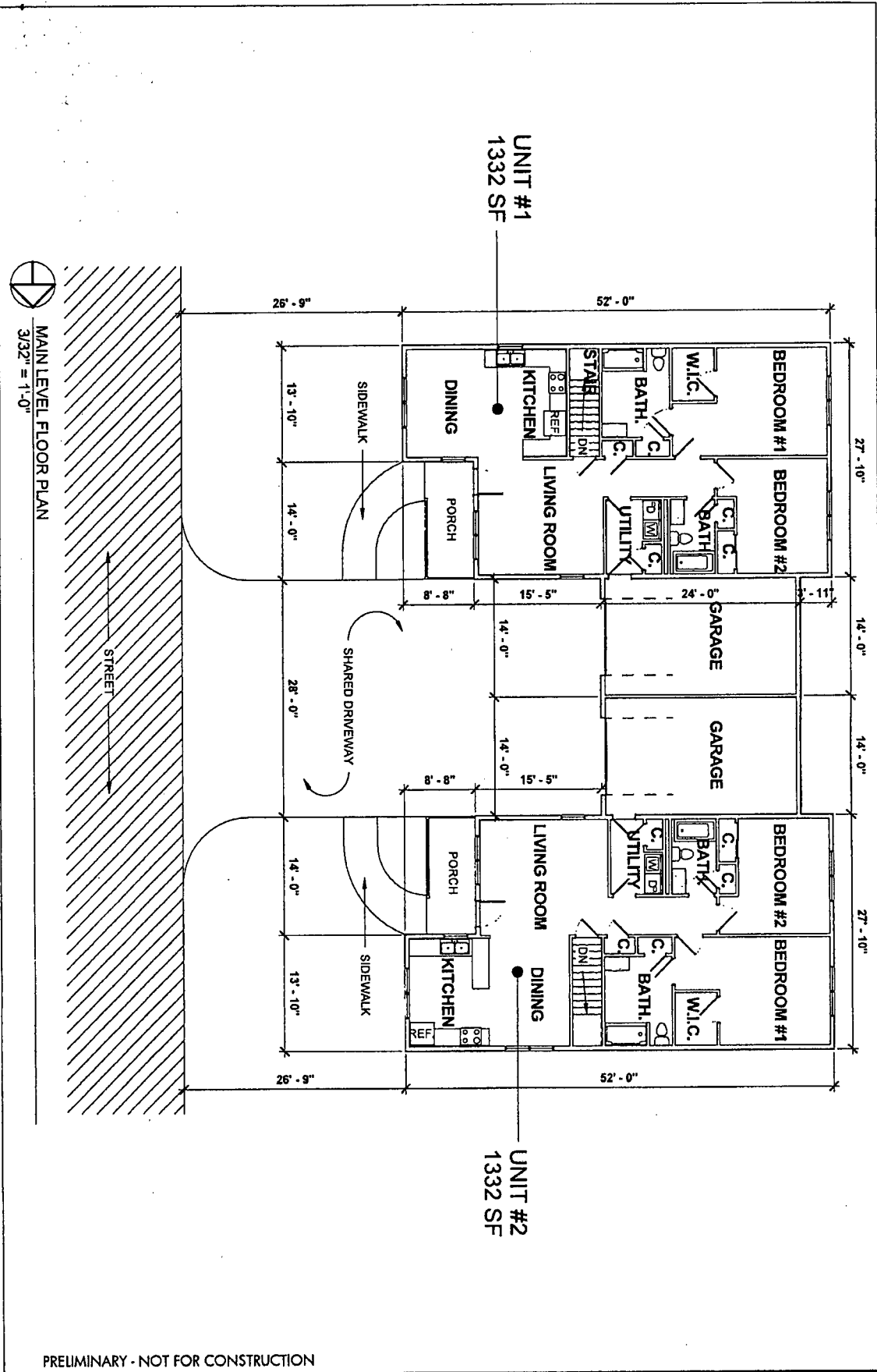
Plans

See below listed Plans are attached on the following pages:

<u>Plan</u>	<u>Description</u>
Final Plat	Site plan for Lots 1 thru 7, Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa (See Exhibit C above);
Final Plat	Site plan for Lots 9 through 19, Good Neighbor Subdivision Plat 2, City of Manchester, Delaware County, Iowa (See Exhibit C above);
A100	Floor Plans for Basement Level and Main Level of Units 7 and 8.
A102	Floor Plans for the Main Level of Units 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18
A103	Floor Plans for the Basement Level of Units 1, 2, 3, 4, 5, 6 and 9.



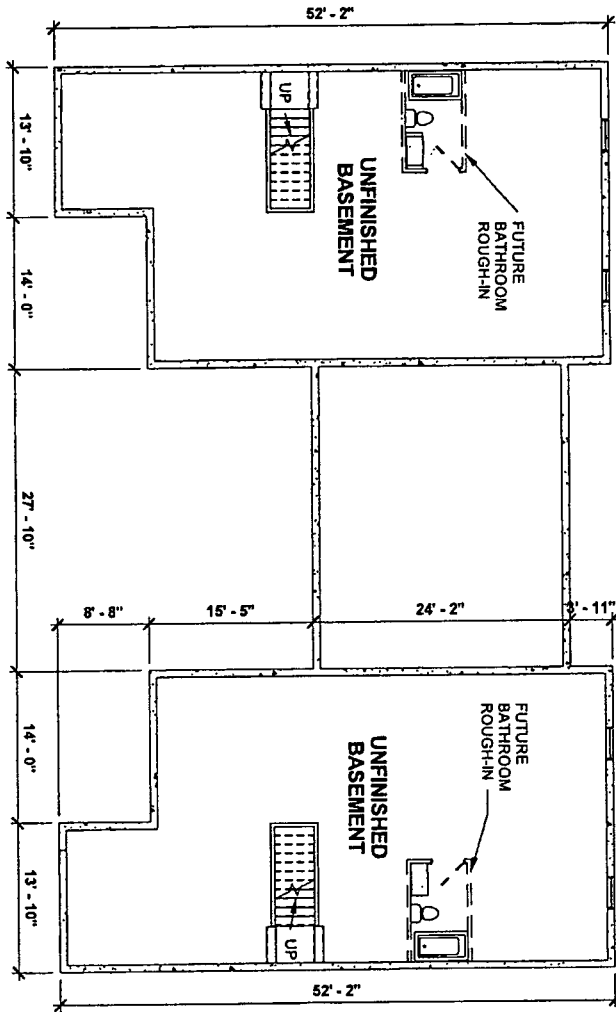
PROJECT #18-010
DATE: 03/27/2018
SHEET SET: CONSTRUCTION DRAWINGS
SHEET NAME: MAIN FLOOR PLAN
SHEET NO: A100



PRELIMINARY - NOT FOR CONSTRUCTION



BASEMENT FLOOR PLAN
3/32" = 1'-0"



PRELIMINARY - NOT FOR CONSTRUCTION

A103
11087.05

200 11TH ST
SUITE 200
MASON CITY, IOWA 52001
P (563) 377-9064
F (563) 377-9064
11502 3RD ST
STANLEY, IOWA 52091
(563) 724-4712

MGA
MARTIN GARDNER
ARCHITECTURE

GOOD NEIGHBOR SOCIETY
INDEPENDENT LIVING UNITS
105 McCann Drive
Harcourt, IA 52057

© 2017
MARTIN GARDNER
ARCHITECTURE, P.C.

5/31/2017

Exhibit E
(Amended)

Principal Materials

A. Principal Materials for Units 1, 2, 3, 4, 5, 6, 9 and 10 are as follows:

1. Roof Truss 24" O.C. 6/12 Roof Pitch
2. R-38 Roof Insulation
3. PlyDry Underlayment
4. 7/16" Roof Sheathing
5. 30 Year Architectural Shingles
6. Ridge Vent
7. Vented Vinyl Soffit & Aluminum Fascia
8. Anderson Silverline Low E Thermopane Windows
9. 2 x 6 Fascia
10. Vinyl Siding
11. 15" Shutters All Around
12. Steel Insulated Doors w/Dead-bolts & Locksets Keyed Alike
13. Exterior Lights @ Front Door
14. Doorbell @ Front Door
15. R-19 Paper Back Insulation All Exterior Walls
16. 2x10 Floor Joists 16" O.C.
17. FHA Certified Wear Dated 33 oz. Carpet w/Sib Rebond Pad
18. All Wiring Per Code (12-2 General Circuits) 200 Amp Entrance Box 40/40
19. Concrete Basement Floor
20. Concrete or Block Wall
21. Furnace, Water Heater & Duct from Factory (Offered in Some Models). Not Recommended on Basement. Requires Truss Floor
22. 2x6 Exterior Walls, 2x4 Interior Walls 16" O.C.
23. Housewrap Over 7/16" OSB Sheathing Entire Home
24. Double 2x10 Band Joists with Joist Hangers @ Marriage Wall
25. Mate Line Sheathing w/ 7/16" OSB Both Sides
26. 3/4" Tongue & Groove Floor Decking, Screwed & Glued
27. 8' Side Wall Standard
28. 5/8" Drywall On Ceilings (Stipple Finish)
29. 1/2" Drywall Throughout (Smooth Finish)

B. Principal Materials for Units 7 and 8 will be submitted by amendment at a later date.

C. Principal Materials for Units 11 through 18 (without basements) are as follows:

1. 4' Poured Concrete Crawl Space Walls
2. 4" Concrete Floor over Visqueen / 1 Sump Pit each
3. 4" Concrete Floor with Drain [GARAGE]
4. 2x6 Treated Sill Plate
5. 11% PJI Floor Joist
6. $\frac{3}{4}$ " Tongue & Groove Subfloor (Glued & Nailed)
7. 2x4 Interior Walls | 16" on Center
8. 2x6 Exterior walls 16" on Center
9. 7/16 OSB Exterior Walls & Tyvek
10. Engineered Rafters 6/12 Pitch | 24" on Center
11. 5/8 Roof Sheeting & Clipped
12. 30 yr. Landmark Shingles over felt | Ridge Vent
13. Alum Soffit | Vinyl Siding
14. Anderson 100 Series Windows
15. Alum Clad Exterior Walk Doors (White)
16. 12" Shutters
17. Exterior Lights
18. Door Bell (Front Door)
19. Wiring Per Code (12-2) 200 Amp Surface
20. Furnace | AC | Water Heater | Duct Work
21. R-21 Batt Insulation in Walls
22. Blown Attic Insulation R.50
23. Insulated Overhead Door & Opener
24. Dura Ceramic Floor - Kitchen | Dining | Laundry | Bathroom
25. Carpet in Living Room | Bedrooms | Hallway
26. 5/8 Drywall Ceiling & Garage
27. $\frac{1}{2}$ Drywall on Walls
28. Raised Panel Interior Doors
29. Matching Casing & Baseboard
30. Oak | Hickory | Cherry Cabinets (Choice)

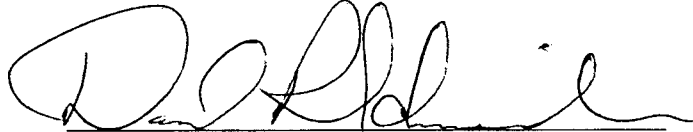
EXHIBIT F
(Amended)

Certification of Land Surveyor

I hereby certify that the Site Development Plan identified as **Exhibit C** and attached to the Declaration of Submission of Property to Horizontal Property Regime for Neighborhood Villas, A Condominium, to which this Certificate is attached, for the Land as described in the Declaration accurately depicts (i) the legal description of said property, (ii) the location and dimensions of the Buildings and other improvements to be located on said property, (iii) the Limited and General Common Elements provided for in the Declaration and situated on said property and (iv) the location of all easements as they exist on the date hereof.

I certify that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

DATED this 12 day of FEBRUARY, 2019.

A handwritten signature in black ink, appearing to read 'David P. Schneider', written over a horizontal line.

David P. Schneider, P.L.S. No. 14417

My license renewal date is December 31, 2019

EXHIBIT H
(Amended)

Undivided Interest in Common Elements

Each Unit shall have the following indicated percentage share of the Common Elements and the number of votes in all matters in which a vote is required or taken with respect to the Condominium or the Association:

Unit No.	Lot No.	Street Address	Percent Common Elements	No. Votes	Living Area (Sq. Ft.)
1	1	102 Neighbor Drive, Manchester, IA	5.555%	1	1638
2	2	104 Neighbor Drive, Manchester, IA	5.555%	1	1638
3	3	106 Neighbor Drive, Manchester, IA	5.555%	1	1638
4	4	108 Neighbor Drive, Manchester, IA	5.555%	1	1638
5	5	110 Neighbor Drive, Manchester, IA	5.555%	1	1638
6	6	112 Neighbor Drive, Manchester, IA	5.555%	1	1638
7	7	114 Neighbor Drive, Manchester, IA	5.555%	1	1969
8	9	202 Neighbor Drive, Manchester, IA	5.555%	1	1969
9	10	204 Neighbor Drive, Manchester, IA	5.555%	1	1638
10	11	206 Neighbor Drive, Manchester, IA	5.555%	1	1638
11	12	208 Neighbor Drive, Manchester, IA	5.555%	1	1638
12	13	210 Neighbor Drive, Manchester, IA	5.555%	1	1638
13	14	212 Neighbor Drive, Manchester, IA	5.555%	1	1638
14	15	214 Neighbor Drive, Manchester, IA	5.555%	1	1638
15	16	215 Marietta Lane, Manchester, IA	5.555%	1	1638
16	17	213 Marietta Lane, Manchester, IA	5.555%	1	1638
17	18	211 Marietta Lane, Manchester, IA	5.555%	1	1638
18	19	209 Marietta Lane, Manchester, IA	5.555%	1	1638

Lots 1 through 7 are in Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa, as recorded on May 10, 2017 in Book 2017, Page 1294 of the records of the Delaware County, Iowa Recorder.

Lots 9 through 19 are in Good Neighbor Subdivision Plat 2, City of Manchester, Delaware County, Iowa, as recorded on February 21, 2019 in Book 2019, Page 373 of the records of the Delaware County, Iowa Recorder.