

3. Certificate of Satisfaction of Right of First Refusal. Upon written request of any prospective transferor, purchaser or an existing or prospective mortgagee of any condominium, the Declarant shall forthwith, or when time is specified, at the end of the time, issue a written and acknowledged certificate in recordable form, evidencing that:

(a) With respect to the proposed sale under Section 1 of this Article, that proper notice was given by the selling owner and that the Declarant did not effect to exercise its option to purchase.

(b) With respect to a deed to a first mortgage or its nominee in lieu of foreclosure, and a deed from such first mortgage or its nominee, pursuant to Section 2 of this Article, that the deeds were in fact given in lieu of foreclosure and were not subject to the provisions of Section 1 of this Article.

(c) With respect to any contemplated transfer which is not in fact a sale, that the transfer is not or will not be subject to the provisions of Section 1 of this Article; such a certificate shall be conclusive evidence of the facts contained therein.

ARTICLE XI

Conditions of and Restrictions on Ownership, Use and Enjoyment

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

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

(a) A unit shall be used or occupied for single family dwelling purposes only.

(b) A unit may be rented or leased by the owner or their lessee provided the entire unit is rented, the occupancy is only by the lessee and their family or sublessee and their family and the period of

290

rental is at least one month unless some other period is established in the regulations or Bylaws of the Association. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the Condominium Documents.

(c) Nothing shall be altered in, constructed in, or removed from the common elements, limited or general, of the Association, which may be given through regulations of the Association.

(d) No livestock, poultry, or other animals of any kind shall be raised, bred, or kept in any unit or in any common area, limited or general, except that domestic pets such as dogs and cats may be kept so as not to interfere with the peaceful enjoyment of the premises by the other unit owners.

(e) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the unit owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

(f) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the common elements, without the prior written consent of the Association. No owner shall permit anything to be done or kept in their unit or in the common elements which will result in the cancellation of insurance on any unit or any part of the common elements, or which would be in violation of any law.

(g) The Association shall have the authority to adopt rules and regulations governing the use of the property and such rules shall be observed and obeyed by the owners, their guests, and licensees.

(h) Agents of or contractors hired by the Association may enter any unit when necessary during reasonable business hours and with twenty-four (24) hours' notice except in case of an emergency, in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the owners as practicable.

(i) A unit owner shall give notice to the Association of every lien against their unit or other than permitted mortgages, taxes, and Association assessments, and of any suit or other proceeding which may affect the title to their unit, within ten (10) days after the lien attached or the owner receives notice of such suit.

(j) A unit owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by their act, neglect, or carelessness, or by that of their family, guests, employees, agents, or lessees, which liability shall include any increase in insurance rates resulting therefrom.

(k) Unit owners must keep their units heated to at least forty-five degrees Fahrenheit (45°F) at all times and may not winterize their units.

(l) Unit owners must turn off water service to their units if their unit is to be vacated for more than seven days.

(m) A unit owner, other than Declarant, shall not place "for sale" or "for rent" signs or similar signs in or on a unit, the building, or the project.

3. No Waiver. Failure of the Association or any owner to enforce any covenant, condition, restriction or other provision of Chapter 499B of the 1993 Code of Iowa, as amended, this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE XII

Architectural Control Committee

From and after completion of construction and conveyance by Declarant of each unit, no building, fence, wall, awning, canopy, or other structure shall be commenced, erected or maintained upon such unit, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same are in conformity to applicable Building Codes and any other applicable ordinances of applicable government entities.

Such improvement shall be submitted to and approved in writing as to harmony of external design, and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Control Committee composed of three or more representatives appointed by the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design or location within thirty (30) days by written notice after said plans and