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Johnson County Iowa
Kim Painter County Recorder
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See file 11668 Drawer # 52 Folder # 22

**DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL REGIME ESTABLISHING
A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES
Recorder's Cover Sheet**

NAME: RIVER BEND CONDOMINIUMS

DECLARANT: RIVER BEND INVESTMENTS, L.C.
711 S. Gilbert Street
Iowa City, IA 52240

DATE OF DECLARATION: June 14, 2007

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

This Declaration of Submission of Property to the Horizontal Property Regime established by Chapter 499B, The Code of Iowa, is made and executed in Iowa City, Johnson County, Iowa this 14th day of June 2007, by River Bend Investments, L.C., an Iowa limited liability company, hereafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain real property located in Coralville, Johnson County, Iowa, legally described as follows:

**Lot 2, Coralville Hotel and Conference Center First Addition, Coralville,
Iowa**

and;

WHEREAS, Declarant is the Owner of the above-described real estate and Building and other improvements built, or to be built upon said real estate and it is the desire and the intention of the Declarant to divide the Project into Condominiums and to sell and convey the Condominium Units to various purchasers pursuant to the provisions of the Horizontal Property Act, and to impose upon said property mutually beneficial restrictions, covenants, and conditions; and

WHEREAS, Declarant desires and intends to submit all of the above described property and buildings and improvements constructed thereon, together with all appurtenances, to the provisions of the Horizontal Property Act as a Condominium Project,

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

**ARTICLE I
Definitions**

1. Declarant. The term "Declarant" shall mean River Bend Investments, L.C., an Iowa limited liability company, the maker of this Declaration, its successors and assigns, provided such successors or assigns are designated in writing by the Declarant as successors or assigns to the rights of Declarant set forth in this Declaration.

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2. **Declaration.** The term "Declaration" shall mean this instrument by which River Bend Condominiums is established as provided under the Horizontal Property Act.

3. **Project.** The term "Project" shall mean the entire parcel of real property referred to in this Declaration to be divided into Condominiums, including all structures thereon.

4. **Unit.** The term "Unit" shall mean one or more rooms occupying all or part of a floor or floors intended for use as an identifiable space and not owned in common with other Owners in the Regime. The boundary lines of each Unit are the interior surfaces of its bearing walls, floors, ceilings, windows and window frames, door and door frames, and trim, and includes the portions of the Building so described and the air space so encompassed. There are currently forty-six (46) Units within this Project shown and designated on the attached Exhibit "A". Units 200 through 404, located on the second, third and fourth floors, are residential units and Units 100, 110, 120 and 130, located on the first floor, are commercial units.

5. **General Common Elements.** The term "General Common Elements" shall have the meaning as defined in Article IV of this Declaration.

6. **Limited Common Elements.** The term "Limited Common Elements" shall have the meaning as defined in Article V of this Declaration.

7. **Building.** The term "Building" shall mean the structural improvements located on the land, forming part of the real estate and containing Units as more particularly described in paragraph 2 of Article II of this Declaration.

8. **Condominium.** The term "Condominium" means the entire estate in the real property owned by an Owner, consisting of an undivided interest in the Common Elements and Ownership of a separate interest in a Unit.

9. **Owner.** The term "Owner" means any Person with an Ownership interest in a Unit in the Project.

10. **Council of Co-Owners.** The term "council of co-Owners" means all the Owners of the Units and is otherwise known and synonymous with the term "Association".

11. **Association.** The term "Association", if not otherwise designated, means the same as the "Council of Co-Owners" as defined in Paragraph 10 hereof and refers to River Bend Condominiums Owners' Association and its successors.

12. **Condominium Documents.** The term "Condominium Documents" means this Declaration and all exhibits attached hereto including the Articles of Incorporation and By-Laws of the Association.

13. **Board.** The term "Board" means the Board of Directors of the Association.

14. Common Elements. The term “Common Elements” shall mean all common aspects of the Regime whether identified as General Common Elements or as Limited Common Elements as hereinafter more particularly described.

15. Common Expenses. The term “Common Expenses” means and includes:

(a) Expenses agreed upon, as provided herein, by the Unit Owners as Common Expenses; and

(b) Expenses declared to be Common Expenses by this Declaration or by the By-Laws.

16. Occupant. The term “Occupant” means a Person or Persons in possession of a Unit regardless of whether the Person is a Unit Owner.

17. Person. “Person” means a natural individual, corporation, partnership, company, trustee, or other legal entity capable of holding title to real property.

18. Horizontal Property Act. “Horizontal Property Act” means Iowa Code Chapter 499B (2005) as amended from time to time.

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

20. Regime. The term “Regime” shall mean the entire parcel of real property referred to in this Declaration to be divided into Condominiums, including all structures thereon, and is synonymous with the term “Project”.

21. Severability. The invalidity of any covenant, restriction, agreement, undertaking, or other provisions of any Condominium Document shall not affect the validity of the remaining portions thereof.

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

ARTICLE II

Description of Land, Buildings and Units

1. Description of Land. The land submitted to this Regime is located in Coralville, Johnson County, Iowa. The exact legal description is as follows:

Lot 2, Coralville Hotel and Conference Center First Addition, Coralville, Iowa.

2. Description of Building. The Condominium Regime consists of one Building containing a total of forty-six (46) Units. The Building is currently a three and four-story Building with an address of 845 Quarry Road, Coralville, Johnson County, Iowa. There are four (4) commercial units on the first floor and forty-two (42) residential units on the second, third and fourth floors within the building. The Building has been constructed to the general specifications in Exhibit "C". Units constructed in the future shall be described in an amendment hereto.

3. Description of the Units. The location of each Unit within the Building, the dimensions of each Unit and the area of each Unit, the Common Elements to which each Unit has access, the particulars of the Building, and the dimensions, area, and location of all Common Elements affording access to each Unit or otherwise are all shown and depicted by survey, plans and/or graphically insofar as possible, by the following Exhibits attached hereto:

Exhibit "A"	Description of Units' Size, and Percentage Ownership Interest of each Unit
Exhibit "B"	Site Plan
Exhibit "C"	Building Specifications
Exhibit "D"	Building Plans
Exhibit "E"	Engineer's Certificate

The foregoing Exhibits, which together with the definition of the term Unit in Article I, show the dimensions of each Unit. Any further Units shall be described in an amendment hereto.

ARTICLE III Ownership Interests

1. Exclusive Ownership and Possession by Owner. An Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, ceilings, windows and doors bounding his/her Unit, nor shall the Owner be deemed to own the utilities running through his/her Unit which are utilized for, or serve more than one Unit, except as a fractional interest in the common elements. An Owner, however, shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows and doors bounding his/her Unit.

Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner shall be entitled to an undivided interest in the Common Elements in the fractional interest expressed in Exhibit "A" of this Declaration, as amended from time to time. The fractional interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners.

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

interest of any Unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such Unit itself or of all Units in the Regime.

3. Undivided Fractional Interest. An undivided interest in the Project and other Common Elements of the Regime shall be appurtenant to each Unit. The amount of such undivided interest appurtenant to each Unit is that percentage set forth in Exhibit "A".

4. General Common Elements. Appurtenant to each Unit shall be a right to use and enjoy the General Common Elements.

5. Limited Common Elements. The exclusive use by Owners of the Limited Common Elements shall be deemed an appurtenance of the Unit or Units for which said elements are reserved, provided such use and enjoyment shall be limited to the uses permitted by this Declaration and other Condominium Documents.

6. Association Membership and Voting Rights. Appurtenant to each Unit shall be membership in River Bend Condominiums Owners' Association and voting rights in the Association and of the Regime, which shall be as shown on Exhibit "A" attached hereto, provided, however, that the exercise of such voting and membership rights shall be subject to the applicable provisions of the By-Laws of the Association and of the other Condominium Documents. The action of such Association shall be deemed the action of the Owners; and such action, when taken in accordance with the By-Laws of the Association and this Declaration shall be final and conclusive upon all Unit Owners.

7. Encroachment Easements. If any portion of the Common Elements encroaches upon any Unit or any other portion of the Common Elements, or upon any portion of the Common Elements upon completion of construction, or if any of such encroachment shall occur thereafter as a result of shifting or settling of the Building or from alteration, repair, or improvement to the Common Elements and/or as a result of repair or restoration of the Common Elements or a Unit, after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, then in each of such events a valid easement shall exist for such encroachment and for the maintenance thereof so long as the Building, Common Elements, and Units exist.

8. Cross Easements. Appurtenant to each Unit shall be easements from each Unit Owner to each other Unit Owner and to the Association and from the Association to the respective Unit Owners as follows:

(a) For ingress and egress through the Common Areas and for maintenance, repair, and replacement as authorized.

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

(c) Through the Units and Common Areas for conduits, ducts, plumbing, wiring and

other facilities for the furnishing of utility or other services to the other Units or the Common Areas.

(d) Through the Common Areas for the systems and supporting tanks, lines, pipes, ducts, or other components servicing the Units.

(e) Every portion of a Unit contributing to the support of the Building is burdened with an easement for such support for the benefit of the Building.

ARTICLE IV General Common Elements

1. Definition and Reservation. The term "General Common Elements" shall include all portions of the Project (land and improvements thereon) not included within any Unit except such portions of the Project that are defined as Limited Common Elements hereafter. The General Common Elements include but are not necessarily limited to the following:

- (a) the land upon which the Building is erected and the airspace above the Building;
- (b) all structural or load-bearing posts and beams contained within the Building;
- (c) installations for public utilities, including electric lines, water lines, gas lines, and communication lines for common use;
- (d) the foundations, floors, exterior walls of each Unit and of the Building, ceilings, roofs, communication ways, and in general all devices or installations existing for common use, except as limited in the next article;
- (e) all pedestrian access doors entering onto the Common Areas, the hallways giving access thereto, the doors giving access to the central hallways, all elevators and their tanks, pumps and motors, the staircases, the common vestibules, and the like not located within a particular Unit;
- (f) recreational greens, planting and walks;
- (g) the fire alarm system for the Common Elements as well as the source and vertical delivery system for the sprinkler system. However, the fire alarm and sprinkler systems that are located within a Unit are part of the respective Unit;
- (h) the exterior appearance of the Building; and
- (i) all other parts of the property and apparatus and installations existing in the Building or on the Property for the common use or necessary or convenient to the existence, maintenance, or safety of the Property, which are not specifically made part of a Unit by the terms of this Declaration or otherwise limited by the following Article.

2. Use of the General Common Elements. Each Unit Owner shall have the right to use the General Common Elements in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of the respective Unit owned by such Unit Owner. The right to use the General Common Elements shall extend not only to each Unit Owner, but also to its agents, servants, tenants, customers, invitees, and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements servicing such Unit alone or with adjoining Units.

(a) The Association shall have the authority to rent, lease, and grant concessions or easements with respect to parts of the General Common Elements, subject to the provisions of this Declaration and the By-Laws. All income derived by the Association from leases, concessions, or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions, or regulations as the Board may adopt or prescribe.

(b) 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 Project, 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 attorney's fees, incurred because of such lien.

ARTICLE V Limited Common Elements

1. Definition. The term "Limited Common Elements" shall mean and such element shall consist of those Common Elements that are reserved for the use of one or more Units by this Article and amendments hereto and such reservations shall be to the exclusion of all other Units.

2. Reservation. The following Common Elements are reserved and shall constitute Limited Common Elements:

(a) All exterior walls of the Building adjacent to that Unit, all walls and partitions segregating Units from other Units, interior load bearing walls and all other elements, which are structural to a Unit, are reserved for that Unit (or Units where partitions separate two Units contained in a Building).

(b) Mailboxes and storage areas, if any, designated to a particular Unit.

(c) That part of all sewer, water, electrical, HVAC, gas, communication and other utility or service lines, wiring, ducts, conduits, piping, facilities, systems, fixtures and attachments serving just one Unit or a small group of Units and located entirely within the Unit or Units.

(d) Entryways immediately appurtenant to each Unit.

