

that such taxes or assessments for any year are not separately assessed to each Unit Owner but are assessed on the Project as a whole, each Unit Owner shall pay its proportionate share thereof in accordance with its respective percentage of ownership interest in the Common Elements, and such taxes or assessments shall be a Common Expense. Without limiting the authority of the Board, the Board shall have the authority to collect from the Unit Owners their proportionate share as identified in Exhibit "A" attached hereto of taxes or assessments for any year in which taxes are assessed on the Project as a whole.

ARTICLE X
Conditions of and Restrictions on
Ownership, Use and Enjoyment

1. Property Subject to Certain Provisions. The ownership, use, occupation, and enjoyment of each Unit and of the Common Elements of the Regime shall be subject to the provisions of the By-Laws 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. The ownership, use, occupation, and enjoyment of each Unit and of the Common Elements of the Regime shall also be subject to the rights of the City of Coralville and the Coralville Marriott Hotel and Conference Center in the further development of the Coralville Hotel and Conference Center subdivision, including but not limited to the construction of additional buildings and improvements with said subdivision. Therefore, each Unit Owner shall have no right, title, or interest in or to the view from his or her Unit and expressly acknowledges that said view may change as the result of the construction of additional improvements.

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

(a) Units 100 through 130, located on the first floor are commercial units and shall be used for commercial purposes, as long as said use is in compliance with the ordinances of the City of Coralville, Iowa. Units 200 through 404, inclusive, are classified as residential units and, as such, shall be used or occupied for single-family dwelling purposes only.

(b) A Condominium may be rented or leased by the Owner or his lessee. No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the Condominium Documents. Further, each Owner shall complete, upon the Association's request, any certification form requested by the applicable municipality for the purpose of the issuance of rental permits or, in the alternative, allow access for inspection purposes. Any cost for such inspection and the issuance of rental permits shall be paid by the Association and then be allocated among those Units obtaining rental permits. The Association shall have the right to assess the cost of said fees against the Units obtaining rental permits and shall be entitled to a lien for the same.

(c) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the Unit Owners or otherwise damages the aesthetic value of the Project. Nor shall any fire hazard or unsightly accumulation of refuse be allowed.

(d) Nothing shall be done or kept in any Unit or in the Common Elements that 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 his 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.

(e) Agents or other contractors hired by the Association may enter into a Unit when necessary 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 practical.

(f) A Unit Owner shall give notice to the Association of every lien against his Unit other than permitted mortgages, taxes, and Association assessments, and of any suit or other proceeding which may affect the title to his Unit, within ten (10) days after the lien attaches or the Owner receives notice of such suit.

(g) A Unit Owner shall be liable to the Association for the expenses of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of his guests, employees, agents, contractors, or lessees which liability shall include any increase in insurance rates resulting therefrom.

(h) The Association shall have the authority to adopt, amend, and revise Rules and Regulations governing the use of the Property by an affirmative vote of at least seventy-five percent (75%) of the ownership interests and such Rules and Regulations shall be observed and obeyed by the Owners, Occupants, their clients, customers and licensees.

(i) No waste shall be committed in or on the Common Elements.

(j) Subject to the Declarant's rights, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Declarant, the Board or the written consent of the Managing Agent acting at the Board's direction, which consent shall not be unreasonably withheld. Specifically but not as a limitation on the foregoing, no Unit Owner shall install or place or allow to be installed or placed for his or her benefit, a "For Sale" sign on any Common Element, General or Limited, at any time. No signs of any kind shall be permitted on the roof of the Building.

(k) No parking of any vehicles shall be allowed, except in designated parking areas.

(l) Pets weighing more than forty (40) pounds shall not be allowed or kept within any Unit or on any of the General or Limited Common Elements. No Unit shall house more than one (1) dog or cat. Any person within the Project keeping a pet shall immediately clean and remove

any messes created or caused by said pet. Further, no unleashed pet whatsoever shall be allowed on the Limited or General Common Elements.

(m) No charcoal grills of any kind shall be permitted within a Unit or on or within a Limited Common Element appurtenant to a Unit including but not limited to any balcony or patio.

(n) No Owner or Owner's employee, agent or contractor shall be on the roof of the Building or make any roof penetrations without the express consent and assistance of the Board or its designee.

(o) In light of the fact that River Bend Condominiums is a mixed-use Building, with both commercial and residential uses contained therein, each commercial Unit Owner shall install and utilize such soundproofing materials and methods as is necessary to ensure that his or her use of the Unit shall not constitute a nuisance and shall not create, or permit to be created any sound level which will interfere with the enjoyment of any other Unit by its Owner or occupant, or which will violate any federal, state, or local law, ordinance, order, rule, regulation, code or any other governmental regulation or requirement.

3. Parking Regulations. River Bend Condominiums has underground parking spaces, which will be allocated to residential Units and transferred as an appurtenant Limited Common Element as specified in Article V, Section 2(e) above. In addition, River Bend Condominiums currently also has parking areas on Outlot D, Coralville Hotel and Conference Center First Addition and designated spaces on Outlot B, Coralville Hotel and Conference Center First Addition. In the event that the Coralville Marriott Hotel and Conference Center expands its building onto Outlot D, Coralville Hotel and Conference Center First Addition, the City of Coralville shall assign an equivalent number of parking spaces to River Bend Condominiums for its use. All Owners and their tenants, employees, agents, invitees, guests and licensees shall park in areas designated by Declarant or, once the Declarant no longer retains any Units in the Regime, by the Association, which designations may change from time to time as may be in the best interests of the Regime. The Association shall have the right to have cars or vehicles owned by an Owner or its tenant, employee, agent, invitee, guest or licensee towed if said vehicle is parked in any area outside of its designated parking area. In addition, Owner shall upon demand, reimburse the Association for the cost thereof and otherwise indemnify and hold the Association harmless with respect thereto. The Association shall have the right to assess the cost of said fees against the Units obtaining rental permits and shall be entitled to a lien for the same.

Furthermore, portions of River Bend Condominiums and its designated parking areas lies within the flood plain of the Iowa River. Therefore, in the event the Iowa River exceeds the level of its banks, Owners shall be responsible for moving their vehicles to avoid damage to said vehicles. Neither the Declarant, the Board or the Association shall have any liability for water damage done to vehicles owned by a Unit Owner or a Unit Owners' tenants, employees, agents, guests, invitees, and licensees or any other vehicle parked within the designated parking areas for River Bend Condominiums.