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PLT PLAT SUBDIVISION  
Recording Fee: \$197.00 Transfer Tax: \$0  
Lisa L. Hazell, Recorder, Des Moines County Iowa



Prepared By:  
Mitchell L. Taylor, 420 N. Roosevelt Ave., Ste. 110, Burlington, IA 52601; 319-752-4537

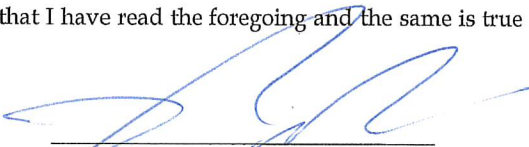
PROPRIETOR'S STATEMENT

STATE OF IOWA            )  
                                  ) ss.  
DES MOINES COUNTY    )

Comes now the undersigned, Ryan Nagrocki, upon being first duly sworn depose and states as follows:

1. That the owner of the real estate which is subject to this platting, identified as Westfield Condos Subdivision is Midwest Realty Group, Inc.
2. That the plat was prepared with my own free consent and in accordance with my desires.
3. It is my intention that this plat be recorded.

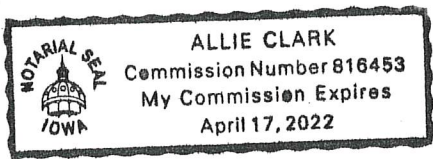
I would further depose and state that I have read the foregoing and the same is true and correct.

  
\_\_\_\_\_  
Ryan Nagrocki

STATE OF IOWA )  
 )ss.  
DES MOINES COUNTY )

On this 2nd day of July, 2019, before me, the undersigned, a Notary Public in and for the said State, personally appeared Ryan Nagrocki to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Ryan Nagrocki as an officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Allie Clark  
Notary Public in and for said State



Prepared by Mitchell L. Taylor, 420 N. Roosevelt Ave., Ste. 110, Burlington, IA 52601  
319-752-4537

DECLARATION OF SUBMISSION OF PROPERTY  
TO HORIZONTAL PROPERTY REGIME  
FOR WESTFIELD CONDO'S

The undersigned, Westfield Condo's (hereinafter referred to as "Developer"), of Burlington, Des Moines County, Iowa, hereby executes this instrument of Declaration of Submission of Property to a Horizontal Property Regime to be known as "Westfield Condo's," all pursuant to Chapter 499B, Code of Iowa, entitled "Horizontal Property Act," the same to take effect when filed for record in the Office of the Recorder of Des Moines County Iowa.

ARTICLE I

PURPOSE AND DEFINITIONS

1. Purpose. The purpose of this Declaration is to submit and convey the lands hereinafter described and all improvements constructed or to be constructed thereon to the condominium form of ownership and use pursuant to Iowa law.

2. Definitions. The terms employed shall have the meanings given them in Chapter 499B, Code of Iowa, unless the context or more particular provisions of any condominium document requires a different one. Certain terms are used as follows:

- a) Plural and Gender. All words or phrases shall be taken to include the singular or plural, according to context, and to include the female, male or neuter gender, as may be applicable.
- b) Successors. Reference to Developer, owner or to any entity or association shall include the respective successors, grantees or assigns thereof.

- c) Tense. Upon the effective date of this Declaration, use of the present tense shall include the future tense, and use of the future tense shall include the past or present tense, as may be applicable, particularly where the subject matter relates to completion of an improvement that has not been or already has been completed, as the case may be.
- d) Unit. "Unit" means, generally, an area defined by surfaces or planes which is capable of being owned as a separate parcel of real property under the Iowa Horizontal Property Act.
- e) Garage. The term "garage" means that part of the structure or building which abuts a driveway and is intended for, but not limited to, the storage of one or more vehicles.
- f) Buildings. The term "buildings" as used herein, shall mean and include two-unit structures (duplexes), all with or without garages, constructed on the real estate hereinafter described. Developer at its option retains the right to add additional buildings of Developer's Design to this Regime, including single family, duplex, and multi-family buildings.
- g) Condominium Documents and Property. This Declaration and all exhibits attached hereto constitute the condominium documents. The terms "condominium property" or "the property" include all property, real, personal or mixed, including such as are sometimes referred to as "facilities" submitted now or hereafter to the Regime, or owned by the Association, if context requires, other than the sole personal property of Developer or any owner.
- h) Condominium Owners Association. A non-profit organization organized under Chapter 504A, Code of Iowa, to serve as the council of owners of the units submitted to this Regime, sometimes referred to as the Association.
- i) Bylaws. The Bylaws of Westfield Condo's Owners Association.
- j) Board. The Board of Directors of Westfield Condo's .

ARTICLE II

DESCRIPTION OF LAND AND BUILDINGS  
PRINCIPAL MATERIALS

1. Land. The land hereby conveyed and submitted to the Horizontal Property Regime is situated in the City of Burlington, Des Moines County, Iowa, and is legally described as follows:

ALL OF LOTS 17, 18, 19, 20, 21, 22, 23 AND 24 IN SHOTTENKIRK ESTATES SUBDIVISION IN THE CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA AS PER FINAL PLAT FILED FOR RECORD MARCH 25, 2002 AS DOCUMENT NUMBER 2002-002053 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 17; THENCE N89°55'59" E 95.67' ALONG THE NORTH LINE OF SAID LOT 17;

THENCE ALONG THE NORTH LINE OF SAID LOT 17 29.03' ON THE ARC OF A 225.00' RADIUS CURVE CONCAVE SOUTHERLY WITH A 29.01' CHORD BEARING S86°13'44" E TO THE NORTHEAST CORNER OF SAID LOT 17 (SAID CURVE HAVING A CENTRAL ANGLE OF 7°23'32");

THENCE ALONG THE EAST LINE OF SAID LOTS 17 AND 18 149.08' ON THE ARC OF A 525.00' RADIUS CURVE CONCAVE EASTERLY WITH A 148.58' CHORD BEARING S00°59'56"E (SAID CURVE HAVING A CENTRAL ANGLE OF 16° 16' 10");

THENCE S09°05'50" E 577.71' ALONG THE EAST LINE OF SAID LOTS 18,19, 20, 21, 22, 23 AND 24;

THENCE ALONG THE EAST LINE OF SAID LOT 24 23.17' ON THE ARC OF A 60.00' RADIUS CURVE CONCAVE NORTHEASTERLY WITH A 23.03' CHORD BEARING S20°16'00" E TO THE SOUTHEAST CORNER OF SAID LOT 24 (SAID CURVE HAVING A CENTRAL ANGLE OF 22°07' 45");

THENCE S58°41'45"W 264.94' ALONG THE SOUTH LINE OF SAID LOT 24 TO THE SOUTHWEST CORNER THEREOF;

THENCE N00°00'35"W 880.05' ALONG THE WEST LINE OF SAID LOTS 24, 23, 22, 21, 20, 19, 18 AND 17 TO THE PLACE OF BEGINNING, CONTAINING 3.15 ACRES MORE OR LESS, SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE:

1. THE WEST LINE OF LOTS 17, 18, 19, 20, 21, 22, 23 AND 24 IN SHOTTENKIRK ESTATES SUBDIVISION IS ASSUMED TO BEAR N00°00'35"W.
2. EASEMENTS APPEARING WITHIN LOTS 17, 18, 19, 20, 21, 22, 23 AND 24 ON FINAL PLAT OF SHOTTENKIRK ESTATES SUBDIVISION AND LABELED "UTILITY EASEMENT (TYPICAL)" ARE NOT SHOWN ON THIS PLAT AND ARE TO BE PERMANENTLY VACATED OR EXTINGUISHED AND REPLACED BY THE PUBLIC UTILITY EASEMENTS AS INDICATED HEREON.
3. THE 50' WIDE ANR/TRANSCANADA (MICHIGAN-WISCONSIN) PIPELINE EASEMENT IS NOT TO BE FURTHER ALTERED OR CHANGED AND IS TO REMAIN IN ITS PRESENTLY ESTABLISHED LOCATION.

Additional lots can be added to this Regime at the option of the Developer. To add lots, Developer shall file in the Des Moines County Recorder's Office, a "Statement of Intention" that the additional property is to be included in this Regime and the newly added Lot or Lots shall then be automatically subject to the terms of this Regime for Westfield Condo's , and shall be included in the computation of "Percentage Ownership" and shall have equal voting rights as current owners.

2. Plat and Site or Development Plan. Exhibit "A" attached hereto and made a part hereof pursuant to Section 499B.6, Code of Iowa, is a Plat of Survey of said Westfield Condos Subdivision, which includes said Lots 17, 18, 19, 20, 21, 22, 23 and 24 being the land submitted to the Horizontal Property Regime.

Exhibit "B" attached hereto and made a part hereof is the Site or Development Plan showing the location of the buildings hereby submitted and proposed to be submitted to the Horizontal Property Regime. Exhibit "B" further shows graphically the location of certain common elements as they now exist or as proposed.

3. Access. Exhibit "A" shows the location of platted streets (\_\_\_Layne Drive, West Burlington, Iowa) which shows the owners of the units will have access.

4. Particulars of the Units Building. All buildings are to be constructed pursuant to the Development Plan. The buildings are one story and are basically rectangular in shape with offsets. Each unit shall have a garage. Each unit will have a direct outside entrance and

there will be no common doorways or hallways within the buildings. There is attached hereto as Exhibit "D" the basic floor plans for each of the units located in the building.

The basic design for all units provides for an entryway, a living area, dining area, kitchen, master bedroom, second bedroom, laundry, storage areas or closets, two bathrooms, and a two-car garage.

If additional lots/units are added to this Regime, at the option of the Developer, these new buildings and living units design, size, and included amenities may vary from the design and size of the initial duplex structure.

5. Permitted Variations. Various optional items may be provided by Developer during construction. The Developer may delete, relocate, modify, or add interior non-load bearing partitions. The addition of any optional item by the Developer or by the unit owner with the express consent of the Developer, or any addition, substitution, deletion or variation by the Developer or the unit owner as approved by the Developer, is agreed to by all other unit owners and shall not be construed to constitute an amendment to or variation from the terms of this Declaration, and, in addition, shall not in any event vary or modify the fraction of ownership interest appurtenant to such unit as herein provided.

6. Principal Materials. The principal materials of the units and garages are concrete foundation and floor, with wood construction, shingled roofs, and vinyl siding.

### ARTICLE III

#### IDENTIFICATION OF UNITS, GARAGES, COMMON ELEMENTS BY PLAN AND NUMBER AND CERTIFICATION

1. Plans and Exhibits Attached – Unit Buildings and Garages. The location of each unit, the number of rooms for each unit, the dimensions thereof, the area of the units, the foundations, cross section of typical buildings, front, rear, left and right elevations of the typical buildings, the common area to which each unit has access, the particulars of the unit buildings and the dimensions, area and location of all common elements affording access to each unit or otherwise are all shown and depicted by survey, development or site plan, floor plans which are attached as exhibits defined below and by this reference made a part hereof:

- Exhibit "A" Plat of Westfield Condos Subdivision, Des Moines County, Iowa.
- Exhibit "B" Site Plan
- Exhibit "C" Certification of Surveyor
- Exhibit "D" Floor Plan of Buildings Constructed or to be Constructed
- Exhibit "E" Certification of Engineer
- Exhibit "F" Front Elevation
- Exhibit "G" Rear Elevation
- Exhibit "H" Right-side Elevation (East)
- Exhibit "I" Left-side Elevation (West)
- Exhibit "J" Certificate of Vital Statistics
- Exhibit "K" Articles of Incorporation of Westfield Condo's Owners Association
- Exhibit "L" Bylaws of Westfield Condo's Owners Association

2. Certificates. Exhibit "A" - Plat of Survey with legal description contains the Certificate of the land surveyor. Exhibits "B" and "E" contain the Certificate of the engineer and the land surveyor as required under Section 499, Code of Iowa. The exhibits referred to in this Article III constitute a correct representation and legal description of the land, building and other improvements of Westfield Condo's Condominiums, and that there can be determined therefrom the identification, location, dimension and size, insofar as possible of each building, unit, and common elements of Westfield Condo's Condominiums.

3. Identification of Units, Area and Ownership Interest. There is attached hereto, Exhibits which set forth for each unit in Westfield Condo's Condominiums, the unit number, living area, and the percentage of ownership interest in common elements. The Exhibits will be amended when and if additional lots and units are added to this Regime. The amended Exhibit shall be attached to Developers "Statement of Intention" to include the additional lot or lots.



## ARTICLE IV

### DESCRIPTION - DEFINITION OF COMMON ELEMENTS, UNITS AND GARAGE STALLS

Westfield Condo's consists of units and garage stalls, all of which are separate parcels of real estate, individually owned by the owners thereof, and of common property (sometimes referred to as "common elements") which are owned in common by the owners of the respective units and garage stalls. The common elements are either "general common elements" or "limited common elements," and the same, together with the units and garage stalls are described and defined as follows:

1. General Common Elements. The general common elements are the land described in Article II, and all improvements, devices or installations existing for the common, use, including the unit buildings, and facilities thereof situated on the land, except the units, garage stalls, and such common elements as are limited common elements. The general common include, without being limited thereto, all property defined as such in Section 499.2(5) of the Code of Iowa, the land, private driveways, paths, landscaping and plantings, sidewalks, outside lighting systems and fixtures, television systems, general water system, general sewer system, all ventilation and exhaust systems, gutters and downspouts, and equipment and devices or installations existing for common use.

All structural elements of the buildings, including, but not limited to, the foundation, basement walls and floor, exterior walls, roof and attic, interior load-bearing walls, walls dividing units, and other structural elements of the building not reserved to an unit, and personalty required by Westfield Condo's Owners Association for its functions as the council of co-owners, are general elements.

All sewer, water, electrical, gas, telephone, television systems and other utility or service lines, wiring, ducts, conduits, piping, facilities or systems for purposes of utility or other services, such as ventilation, exhaust, heating, air and air-conditioning, to an unit but outside of the unit itself are general common elements. The common elements shall include basements to unit for all such lines, wiring, ducts and the like, above-referred to, for the furnishing of utility and other services or systems to the units and to the common property,

easements of support in every portion of the unit which contributes to the support of the improvements.

2. Limited Common Elements. The limited common elements include such common property which is classified as limited by Section 499.2(6) of the Code of Iowa. The common property which is specified and determined to constitute a limited common element for the use of an unit includes, but is not limited to the following:

The doors and windows set in the wall of an unit, and any non-load-bearing partitions or walls within an unit (but excluding any lines, wires, ducts and the like situated within such partitions).

All fixtures and attachments, machines and equipment in the nature of fixtures or attachments (excluding the lines, wiring, ducts and the like used in connection therewith, and which are defined as general common property) installed during construction and contained within or servicing solely an unit, such as furnaces, air compressor, water heater, range, plumbing and air-conditioning equipment, and mail boxes are limited common elements for such unit.

The garage doors and the front doors to the unit buildings are limited common elements.

3. Units. Each unit shall consist of the area between the interior surfaces of its perimeter walls (including windows and doors, and including the interior surfaces of the exterior doors(s), and between the lower surface of the ceiling and the upper surface of the basement floor or above the ground based floor in those units having a patio, deck, or porch with no basement underneath. In all cases, an unit or unit shall include and be defined by the surfaces referred to and include any non-load-bearing partitions within, except that all lines, wires, ducts, cable and the like within any non-loadbearing partition or wall shall be excluded and shall not constitute a part of the unit for purpose of separate ownership of such unit.

4. Garage Stalls. Each garage stall shall consist of the area between the interior surfaces of its perimeter walls (including the garage door) and between the lower surface of the ceiling and the upper surface of the concrete slab of the floor.

## ARTICLE V

### IDENTIFICATION OF BUILDINGS BY NUMBER AND PERCENTAGE INTEREST OF EACH UNIT AND GARAGE STALL IN COMMON ELEMENTS: VOTING RIGHTS; UNIT AND GARAGE FEATURES

1. Percentage of Ownership Interest; Voting Rights. The owners of each unit shall own as an appurtenance thereto an undivided interest in the lands and other common elements of the regime, both limited and general, and the amount of such undivided interest is expressed as a percentage. Such percentage of ownership interest shall be the same in both the limited common elements and the general common elements, notwithstanding any exclusive right of use of any limited common element which may be appurtenant to a particular unit. The sum of the percentage interest appurtenant to the unit is one hundred percent (100%) and the amount of the percentage of ownership interest appurtenant to each unit is equal for each unit sold. The fractional interest may be changed depending upon the actual number of units constructed. e.g. If 4 units are sold, each unit shall have a 25% interest. If 10 units are sold, each unit shall have a 10% interest, etc.

2. Voting Rights. The total number of votes entitled to be cast will be determined by the total number of units constructed. The total number of units may be increased or decreased as provided elsewhere in this Declaration. There shall be one vote for each unit constructed. Each vote shall have equal weight.

3. Identification of Units by Number. Exhibit "B" sets forth the location of each unit by street number.

## ARTICLE VI

### DEVELOPER'S RESERVED RIGHTS AND POWERS

1. Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding the right of first refusal or any other use restriction of other provisions of this document or any other condominium documents to the contrary, to sell, lease or rent units to any person. Developer shall have the right to transact any business relating to construction, sale, lease or rental of the units, including, but not limited

to the right to maintain models, offices, signs, employees and equipment and materials on the premises and to use common elements to show units. A sales and rental office, signs and other items and equipment pertaining to sales or rentals or other facilities furnished by the Developer shall not be considered common elements and shall remain its separate property. Developer retains the right to be and remain the owner of completed but unsold units, all under the same terms and conditions as other owners including membership in the Association, save for this right to sell, rent, or lease. In addition, units owned by the Developer shall only be subject to assessment and lien for "current expenses" of the Association as may be distinguished from assessments for "reserves" or "emergencies," as may be referred to in the Bylaws of the Association or other condominium documents, and Developer shall furthermore have the option of either paying such current expense assessment on unsold units, or, in lieu thereof, to make up any deficiencies existing in the current operational and maintenance expense of the Regime. If the Developer makes up such deficiencies, the lien of any assessments against Developer's units shall be automatically discharged, but the Association upon request shall satisfy or release such lien in writing.

2. Construction of Buildings. The construction of units shall be in accordance with the terms of this Declaration and the plans and exhibits attached hereto, except Developer reserves the right, on its own initiative, or pursuant to an agreement with the owner of a particular unit, or at the insistence of mortgagees, any insurance carrier, the contractor, or the public authorities, to make or authorize variation therefrom or adjustments of any insubstantial character which are not meaningfully prejudicial to the rights of the owners and do not materially affect the rights or the value of an unit, which variations or adjustments are permitted without necessity of consent by other owners and shall not constitute an amendment to this Declaration.

The Developer may make deviations required by construction or arising from the installation of the walls and/or partitions, changes in the location or design of a non-loadbearing partition, closets or other features within an unit, and slight variations in the location of the condominium which an accurate survey would show are permitted and the right to make the same are reserved by the Developer.

The Developer may at its option elect not to construct the total number of buildings or units as proposed in the site or development plan. In such event the owner's percentage of ownership in common elements may be adjusted accordingly.

The Developer or its successor in interest or assigns shall have the exclusive right to construct the buildings as designated on the Site Development Plan for Westfield Condo's Condominiums. The Westfield Condo's Condominiums Owners Association shall not succeed to this right except upon the express written assignment from the Developer.

3. Removal of Property From Horizontal Property Regime. Notwithstanding the provisions of Section 499.8, Code of Iowa, the Developer alone may elect to remove any of the undeveloped land from the Horizontal Regime and from the restrictions, controls and ownership as provided under this Declaration. In such event the Developer, or its assigns or successors in interest, may remove the undeveloped land from the Horizontal Property Regime by duly recording a written instrument to that effect and said instrument shall contain a legal description of the property to be removed from the Horizontal Property Regime. Upon such filing and recording ownership of the land so removed shall vest solely in Westfield Condo's, an Iowa corporation (Developer) or its assigns or successors in interest, free and clear of any ownership interest of the unit owners and free and clear of any mortgage lien or other claims or lien holders, (other than any mortgage executed by the Developer or its assigns); but the title vesting in Westfield Condo's shall be subject to all utility easements, platted streets, and rights-of-way as shown on the Plat of Survey (Exhibit "A") and the Site Plan (Exhibit "B") attached to this Declaration.

The ownership interests of each unit owner shall extend to their respective units and the common areas and facilities in the property remaining subject to the Horizontal Property Regime.

Any and all transfers of property, together with the granting of any mortgage lien or other security interest in the property subject to this Horizontal Property Regime shall be made subject to the rights of the Developer retained under this section.

4. Designation of Association Directors. Developer shall have the right to nominate or appoint all of the members of the Board of Directors of Westfield Condo's Condominiums Owners Association, who need not be owners of units, until the annual meeting of the

members of the Association in 2006, or until the annual meeting date or special meeting in any prior year, if at such date in any prior year Developer elects to assign to said Association the right to elect such Board of Directors.

4. Assignment of Developer's Rights. The Developer may assign its rights and powers under this Declaration, in whole or in part, without the consent of the unit owners or the Westfield Condo's Owners Association.

## ARTICLE VII

### APPURTENANCES TO UNIT OWNERSHIP AND TRANSFER THEREOF: SUBDIVISION

1. Appurtenances. The ownership of each unit shall include all of the appurtenances thereto, including but not limited to the following:

- a) Percentage Interest of Ownership of Common Elements and Fund; Liabilities for Expenses. Subject to the provisions of Article VI, paragraph 3, there shall be appurtenant to each unit the ownership thereof, an undivided percentage interest of ownership in or liability for (1) general common elements, (2) the limited common elements, (3) the funds and surplus, if any, of Westfield Condo's Owners Association, and (4) the common expenses and liabilities of the Association. Such undivided percentage interest of ownership or liability shall be identical as to each of the four (4) aspects therefore above-named, and the amount of such percentage interest or liability shall be the percentage fixed for the unit by Exhibit "B" (as may be adjusted as provided in this Declaration), pursuant to Article V, according to the percentage interest of each unit in the entire Regime, which may vary depending on the number of units constructed by Developer.
- b) Encroachment Easements. If any portion of the common elements encroaches upon any unit or garage, or any other portion of the common elements, or if any unit or garage encroaches upon any other unit or garage or upon any portion of the common upon completion of construction, or if any of such encroachments shall occur thereafter as a result of shifting or settling of the buildings or from

alteration, repair or improvement to the common elements and/or as a result of repair or restoration of the common elements or an unit or garage stall 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 buildings, common elements and units and garage stalls exist.

c) Cross-Easements. The appurtenances shall include, so long as the buildings, common elements and units and garage stalls exist, easements from each unit and garage owner to each other unit and garage stall owner, and to the Association and from the Association to the respective unit and garage owners as required as follows:

- i. Ingress, Egress and Maintenance. Easements are reserved for ingress and egress through the common areas for access to the units and garage stalls and through the common areas and the units and garage stalls for purposes of maintenance, repair, replacement or reconstruction of each as authorized;
- ii. Support. Every portion of an unit or garage contributing to the support of the unit building, is burdened with an easement of support for the benefit of all other units and garages and the common elements in or of the buildings;
- iii. Utility and Other Services. Easements are reserved through the units, garage stalls and common elements for conduits, ducts, plumbing, cable, wiring, piping and other facilities for the furnishing of utility or other services and facilities to the other units, garage stalls, and common areas, provided such easements through an unit or garage stall shall be only according to the plans and specifications for the buildings as and if varied during construction as herein permitted, unless otherwise agreed by the unit and garage stall owner.

d) Possession and Use of Unit and Garage Stall Including Air Space. In addition to the fee simple ownership of an unit and garage stall, there shall be as an

appurtenance thereto, an exclusive easement for the possession and use of the air or room space within that unit and garage stall, as the same exist from time to time, or as altered or reconstructed from time to time, subject to necessary and authorized easements for maintenance, repair and the like; which appurtenances shall be terminated automatically in the event of termination of the Regime.

2. Assignment of Transfer of Appurtenances; Severance. The ownership of each unit and garage stall shall include and there shall pass and be transferred in the event of transfer of ownership of such unit and garage stall as a parcel of realty or of any owner's right, title or interest therein, whether by deed, mortgage or by other instrument or otherwise than by an instrument, all of the appurtenances thereto, whether enumerated and separately described or not; and no part of the appurtenance of an unit and garage stall may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of the unit itself, or all units in the Regime.

3. Subdivision. No unit or garage shall be subdivided.

4. Liens. Taxes, assessments, judgments and liens of any other kind shall be a lien only against the owner's unit or unit and shall not be a lien against any other unit or unit or the common elements.

## ARTICLE VIII

### MANAGEMENT OF REGIME

1. Council of Co-Owners; Membership, Vote or Other Action of Owners. The business and affairs of the Regime shall be governed and managed by Westfield Condo's (referred to herein as the "Association"), a nonprofit membership corporation organized and existing under Chapter 504A of the Code of Iowa, which corporation is and shall constitute the council of the co-owners of the buildings and common elements submitted to the Regime, all as provided in Section 499B.2(4) of the Code of Iowa. Copies of its Articles of Incorporation and its Bylaws are attached hereto as Exhibits "E" and "F". All owners of units shall automatically be members of the Association, and membership in the Association shall automatically cease upon termination of such ownership interest. Whenever a vote or other action of units owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association and the Bylaws.



2. Agreements and Compliance. All owners, tenants, families, guests and other persons using or occupying the Regime shall be bound by and strictly comply with the provisions of this Declaration and the Bylaws of the Association, including all amendments thereto; applicable provisions of the other condominium documents; and all rules, regulations, agreements and determinations lawfully made by the Association and its Directors, officers, or agents. Failure to comply with the provisions of the Bylaws, condominium documents, or determinations lawfully made shall be grounds for legal action to recover damages on the part of the Association or any owner, and for mandatory or other injunctive relief. The employment of one such remedy shall not constitute the waiver of any other. The Association and each owner shall have available to it all remedies provided by law.

3. Included Powers; Foreclosure of Lien, Waiver of Partition. Each owner agrees the Association has, and shall exercise, all powers, and authority granted to it by Chapters 504A and 499B of the Code of Iowa, and as particularly set forth in the condominium documents. The Association may make assessments chargeable to owners and establish a lien on units for any common expense. The Association has the right to foreclose the lien and acquire an unit at foreclosure sale on behalf of all units owners. All unit owners are deemed to have waived all rights of partition with respect thereto. The Association may lease, mortgage or convey an unit acquired by such foreclosure.

4. No Avoidance by Waiver of Use; Right of Entry. The liability of an owner for all assessments made by the Association may not be avoided by waiver of the use of or enjoyment of, any common element, or by abandonment of an unit or garage stall for which the assessment is made. Except in an emergency, the Association shall have the right exercisable at reasonable hours to enter an unit or garage stall as may be necessary or advisable to exercise its rights or responsibilities. In an emergency, the Association shall have the right to enter an unit or garage stall at any time, as may be necessary or advisable to exercise its rights or responsibilities.

5. Management Contract. Pursuant to authority granted in its Bylaws, the Association may enter into a contract for professional management of its business, and the management fee and other obligations thereof or of any subsequent management contract shall be a common expense. Any such contract for professional management of the condominium project, or any other contract providing for services by the Developer, sponsor, or builder, must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice, and any such contract shall not be for a period of more than one (1) year.

## ARTICLE IX

### MAINTENANCE, ALTERATION AND IMPROVEMENTS

1. Terms. Although the use of some shall not be deemed to exclude the applicability of another, unless specifically so stated or required by the context, certain terms not susceptible to precise delineation are employed in the Article as follows:

- a) "Maintenance" is used generally to include repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary to maintain the condominium property in the same condition as when constructed and completed by developer;
- b) "Alteration" related to changes from such state other than maintenance;
- c) "Improvement" as distinguished from alteration relates generally to the addition of new and different structures, elements or facilities other than those referred to in this Declaration.

2. Maintenance by Association.

- a) All common elements and facilities, limited or general, shall be maintained by the Association as a common expense, unless responsibility is otherwise imposed on the unit owner by paragraph 3 of this Article or otherwise.
- b) Incidental damage caused within an unit or garage through maintenance by the Association shall be repaired by the Association as a common expense.
- c) If an unit owner defaults in the maintenance for which said owner is responsible, the Association shall assume the same as a common expense and levy a special assessment against the unit owners, collectible as other assessments.
- d) The Association shall arrange for all required snow removal, including removal from all sidewalks and driveways and for lawn care maintenance, all of which shall be paid as a common expense.
- e) The Association shall be responsible for maintenance of the drainage and detention areas and all utility easements and other improvements placed by the developer on the lots that are included in the regime. Said improvements shall be maintained to a standard as is now or may later be

required by the City of West Burlington. Said maintenance of these improvements, easements, trees, bushes, shrubs, and gazebo (if any), shall be paid as common expenses by the members of the Association.

3. Maintenance by Owner.

- a) It shall be the responsibility of each unit owner, after the Developer has deeded the unit to the owner, at said owner's expense, to provide all maintenance of and within the units as defined by Article IV, paragraph 3, and to include:
  1. Maintenance of non-load-bearing partitions.
  2. Maintenance of the interior surfaces of walls, ceilings, doors, windows and floors, which define the unit.
  3. Maintain any finished or additional surfaces or materials installed by Developer or the unit owner, such as carpets, wallpapering, countertops, painting or staining, or other floor, wall or ceiling or other covering of any kind.
  4. Maintain all plug-in appliances and other personalty of any kind within the unit.
- b) The unit owner shall be responsible for the expense of maintaining the porch adjacent to the unit, and the access door or doors thereto, all other doors and screens, including outside storm doors, and all limited or general common elements with the unit and garage stall. Any proposed repair or maintenance to the exterior, including windows and doors, must first be approved by the Condominium Owners Association. The owner shall maintain and replace all equipment, machines and attachments and fixtures within the unit, irrespective of whether the same are or might be regarded as personalty or real estate, or as common elements for other purposes, such as air conditioning and heating equipment, light fixtures, ranges, refrigerators, fans, water heaters or other appliances or equipment, including any fixtures and/or their connections required to provide water,

light, power, telephone, television systems, sewage and sanitary service to the unit. It is understood that the owner shall be responsible for the maintenance of wiring, piping, conduits, ducts and other service elements within the unit and of the compressor for air conditioning and heat pump and connections thereto servicing the units, even though situated without.

- c) The units owner shall be responsible for the expense of maintaining any improvements or alterations subsequently added by the said owner and the owner shall have the duty to perform said maintenance without disturbing the rights of other unit owners. The unit owner shall promptly report to the Association any defects or need for repairs which may be the responsibility of the Association or over which the Association may otherwise have authority to maintain.
- d) The units owner shall have the responsibility for the expense of maintaining the garage stall and the interior surfaces of the garage but excluding the garage door which maintenance is a common element and the responsibility of the Association, unless and except for damage to the door caused by the owner or an invitee, permittee or guest of the owner.

4. Responsibility of Owner; Insurance Proceeds. The owner of an units shall be responsible and liable for the expense of any maintenance rendered necessary by his act, neglect or carelessness or that of his family, guest, or employees, agents, lessees, permittees or invitees which liability shall include any increase in insurance rates occasioned thereby, provided this requirement shall not preclude the proceeds of insurance maintained by the Association from being applied to discharge such expense, in whole or in part, provided further; nothing herein stated shall be construed to modify the subrogation rights of or any modification thereof by insurance companies.

5. Maintenance Involving More Than One Unit. If maintenance is required involving more than one units, the Association, in order to provide centralized direction, may assume responsibility therefore and provide for the same, in whole or in part, as a common expense assessable to all owners.

6. Alterations or Improvements by Unit Owners. No unit owner shall make any alteration of or improvement to an unit or to any of the common elements or remove any portion thereof without written approval of the Board of Directors of the Association which approval will normally be withheld as to alterations to the exterior or visible from the exterior of the unit. If approval is given, it shall be given only after approval as to the proper insurance of such alterations or improvements under any master insurance policy purchased by the Association or by an insurance policy purchased by the owner and as to arrangements for bearing the expense of such insurance. In addition, no alteration or improvement to an units shall be made unless the Association shall approve the design and safety thereof and no work by an owner is permitted which will jeopardize the soundness of a building or impair any easement. Any alteration or improvement of an unit shall neither increase nor decrease the fractional interest in the common elements appurtenant to that unit.

7. Alteration or Improvement by the Association of All Owners. No alteration of the unit or garage stalls, or other common elements, nor further improvements added to the lands or other common elements shall be made without the approval of all owners; provided upon the question being put to a vote by referendum ballot or membership meeting, as provided in the Bylaws, any such alteration or improvement may be done if seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor thereof and if the dissenting owners are relieved from the cost and their share of the cost is borne by the assenting owners. Bids shall be taken and the cost accurately estimated before such vote is conducted. An alteration or improvement pursuant to this paragraph shall not alter the percentage interest appurtenant to each unit in the common elements and such interest shall remain as before, irrespective of whether the owner voted in favor of or against the alteration or improvement. The cost of maintaining, repairing and operating such improvement shall be a general operating expense of the Association to be paid by all owners.

ARTICLE X

CONDITIONS OF AND RESTRICTIONS ON  
OWNERSHIP, USE AND ENJOYMENT

The ownership, use, occupation and enjoyment of each unit and its appurtenances and of the common elements of the Regime shall be subject to covenants, conditions, easements, or other encumbrances of record, and to the provisions of the Bylaws and Articles of Incorporation of the Association, and of this Declaration, all of which provisions irrespective of where set forth or classified as such, shall with equal status constitute such a covenant, condition and requirement as shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on and enforceable against all units and the owners thereof, and their respective assigns, lessees, tenants, occupants, and successors in interest.

The following particular covenants, conditions, and requirements are hereby noted and set forth:

1. Conveyance/Mortgage/Lease. No owner of an unit shall convey, mortgage or lease such unit unless and until all sums due the Association by way of assessment of any kind or other charge, and whether evidenced by recorded liens or not, are currently paid and not delinquent, and in the event of delinquency, the guarantee, mortgagee or lessee, if notified thereof before paying or disbursing to the owner, shall apply the proceeds of such transaction first to payment of the delinquent amounts before payment of the same to the owner. The Association shall, in any event, issue a written statement under signature of an officer or management contractor to such grantee, mortgagee or lessee, verifying the status of all assessments or charges affecting the unit, which statement, if to the effect that there are no delinquencies or payment of delinquencies as shown thereon, shall constitute conclusive evidence of compliance with this paragraph.

2. Exterior Facade. No unit owner may paint or in any manner decorate the exterior facade of the walls or add or connect equipment, structures or facilities thereto, nor erect any "For Sale" or other sign, or otherwise disturb or affect the same.

3. Parking/Vehicles. This Westfield Condo's acting through its Board of Directors, shall have the right to control, limit or restrict parking on all streets providing access to the condominium units. Vehicles may not be stored on driveways serving the units and constituting a limited or general common element for more than 48 continuous hours, and no recreational vehicles, motorcycles, disabled motor vehicles, boats, campers, or similar vehicles or bucks exceeding five ton in weight can be parked on limited or general common elements without the express consent of the Board of Directors of the condominium Owners Association. Except when a garage door is open to permit the ingress and egress of a vehicle, garage doors must remain closed.

4. Activity Affecting Insurance. The owner of each units covenants and agrees not to engage in or permit any activity or condition as would cause a termination of or increase the premium for insurance carried by the Association.

Right of Entry. In accordance with the right of entry reserved in Article VIII, paragraph 4, each units owner shall deposit with the Association, if required by it, a key to the unit and garage stall and consents that, in the case of an emergency originating in or threatening the units or garage stall, the Association, or any person authorized by it, may enter the unit or garage stall for the purpose of remedying or abating such emergency, whether the owner is present or not.

5. Right of Entry. In accordance with the right of entry reserved in Article VIII, paragraph 4, each unit owner shall deposit with the Association, if required by it, a key to the unit and garage stall and consents that, in the case of an emergency originating in or threatening the unit or garage stall, the Association, or any person authorized by it, may enter the unit or garage stall for the purpose of remedying or abating such emergency, whether the owner is present or not.

6. Animals/Refuse/Compliance. No animal pens, sheds, fences or other outbuildings or structures of any kind shall be erected by an unit owner on any common area. No activity is allowed which unduly interferes with the peaceful possession and the proper use of the property by its owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. All laws, ordinances and regulations of governmental bodies shall be observed by the owners and the Association.

7. Repair, Maintenance and Reconstruction. Each unit owner covenants and agrees with all other units owners to repair and maintain, rebuild and reconstruct his own units and garage and keep the same in good repair for the benefit of all such other owners, as may be required and applicable, and to pay his separately metered utility expenses.

8. Liens. An units owner shall give notice to the Association of every lien against his unit other than 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.

9. Additional Rules, Restrictions and Regulations. The Association, acting through its Board of Directors, shall have power to adopt and enforce all reasonable rules, restrictions and regulations relating to the use, occupancy and enjoyment of the condominium property, and without limiting the scope of the Board's authority, the following in particular shall govern the Board:

- a) May approve temporary structures, the same being otherwise prohibited;
- b) May regulate or prohibit the ownership and use of pets, motorcycles or other power-driven equipment;
- c) May permit the use of flags and banners;
- d) May permit the enclosure of an existing porch or patio area, the same being an alterational improvement otherwise not permissible without approval of the Board of Directors; and
- e) May, upon written application by an unit owner, grant an exception to the enforcement of these restrictions or covenants upon satisfactory showing of hardship or unusual or unique facts which warrant an exception in the sole discretion of the Board of Directors of the Condominium Owners Association.



10. Use of Unit/Lease/Liability. Units shall be used and occupied for single family dwelling purposes only. An unit may be rented or leased by the owner provided the entire unit is rented, and the lease is in writing and a copy thereof is filed with the Association prior to possession. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the condominium documents. The term "lease" as used herein shall include any form of occupancy, whether technically a lease or tenancy, and whether for consideration or not. Ownership of an unit by a corporation or a trust is permitted, but no individual shall be allowed to occupy or use such an units, except pursuant to written lease complying herewith.

## ARTICLE XI

### PROCEDURE IN THE EVENT OF DAMAGE OR DESTRUCTION

1. If there is a partial or total destruction of all or any part of the buildings and/or condominium property, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as is practical in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to its Declaration and/or the Bylaws of Westfield Condo's Owners Association, shall be used for such purpose, subject to the rights of first mortgagees whose interest may be protected by said policies. If the amount available from the proceeds from such insurance policies for such restoration and repair are at least eighty-five percent (85%) of the estimated cost of restoration and repair, an emergency assessment may be levied by the Association to provide the necessary funds for such reconstruction and repair, over and above the amount of any insurance proceeds available for such purpose. If the amount available from the proceeds of such insurance policies for such restoration and repair are less than eighty-five percent (85%) of the estimated cost of restoration and repair, the improvements shall not be replaced or restored unless approved by the vote or written consent of seventy percent (70%) of the total number of votes outstanding and entitled to be cast. Notwithstanding the foregoing, unless at least seventy-five percent (75%) of the first mortgagees based on one vote for each mortgagee have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to any buildings and/or condominium property for other than repair, replacement or reconstruction of such improvements. If there is a determination not to replace or restore the improvements on the condominium property, and provided that in the

event of such determination, the Association shall obtain an additional written consent of seventy-five percent (75%) of the first mortgagees, the entire condominium property shall be deemed owned in common by the unit owners and subject to partition and sale, it being understood that no separate part of the property may be thus deemed owned in common and partitioned without an amendment to this Declaration expressly so providing, which amendment must comply with the provisions of Chapter 499B of the Code of Iowa as now provided or hereinafter amended and in effect at such time. If any excess insurance proceeds are remaining, the Board shall retain such sums in the general funds of the Association. Notwithstanding anything to the contrary contained in this Article, the distribution of any insurance proceeds for any damage or destruction to the buildings and/or condominium property shall be subject to the prior rights of first mortgagees.

2. Unless this Declaration is amended to provide otherwise, all repair, rebuilding, restoration or reconstruction of the property shall contain the same number of units and garage stalls, and be substantially in accordance with the plans and specifications or original construction, as available from the exhibits hereto attached and plans on file with the Office of the County Recorder, Des Moines County, Iowa, and the percentage of interest and other appurtenances to each unit after such repair, rebuilding, restoration or reconstruction shall be the same as before. An amendment of the plans and specifications as contemplated above must be adopted by the unanimous consent, pursuant to paragraph 1 of Article XII.

3. The provisions of this Article are intended to govern in the event of damage or destruction resulting from an occurrence or casualty which although to be broadly construed may be distinguishable from maintenance in the sense of remedying ordinary wear and tear, as referred to in Article IX, and in any event, paragraph 2 and the other provisions of this Article shall not govern in the event of reconstruction, rebuilding or restoration necessitated on account of long-term obsolescence or condemnation of any units within the Regime.

ARTICLE XII

AMENDMENT

Amendment of this Declaration and the necessity therefore shall be governed by the following:

1. Percentage Interest. The percentage interest in the common elements appurtenant to an unit and garage stall may be amended only by unanimous consent of all units owners, provided, in the event of condemnation of any unit or of long-term obsolescence, the same may be adjusted and may be amended as provided in paragraph 4 of this Article.

2. Contracts Excepted. No lawful agreement entered into by the Association shall require an amendment to this Declaration, provided the same is not in conflict herewith.

3. Developer's Rights. Neither Article VI, nor any other provision of this Declaration affecting the rights of the Developer shall be subject to amendment without the written consent of Developer and any attempt to so amend this Declaration without such prior written consent shall be null and void.

4. General Procedures. Except as otherwise provided in this Article, this Declaration may be amended other than pursuant to an amendment to the Bylaws:

- a) By unanimous written agreement of all unit owners and their mortgagees;
- b) By the owners acting through the Association and in accordance with the procedures of its Bylaws at a regular or special membership meeting as to which notice of the proposed amendment has been given and upon the favorable vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast. No amendment shall be adopted at variance with that proposed in the notice, but the notice may contain more than one proposed amendment. Approval of the Board of Directors is not required of an amendment thus adopted.

5. Execution and Recording. An amendment pursuant to paragraph 1 or paragraph 4(a) of this Article shall be effective when executed and acknowledged by all owners with the formalities of a deed and recorded in the Recorder's Office, Des Moines County, Iowa. An amendment adopted pursuant to paragraph 4(b) shall be effective when a certificate of its due and proper adoption containing the provisions of the amendment is executed in the name of the corporation by its President or a Vice President and Secretary, or an Assistant Secretary with the formalities of a deed and acknowledged as having been thus

executed by authorization of the owners as herein provided, and is recorded in the Recorder's Office, Des Moines County, Iowa. An Amendment by Developer pursuant to Article I, Paragraph 2, to bring in additional and Unit Units into Westfield Condo's Regime may be made by filing a Deed from Westfield Condo's to Westfield Condo's containing a Declaration that the additional Lot or Lots shall be subject to the Declaration of Submission of Property to Horizontal Property Regime for Westfield Condo's Condominiums and referring to the filing date and Document Number of this document.

### ARTICLE XIII

EFFECTIVE DATE; POSSESSION OF COMMON ELEMENTS;  
CONDEMNATION AND OBSOLESCENCE; PARTITION; SEVERABILITY;  
ARTICLES OF INCORPORATION AND BYLAWS OF WESTFIELD CONDO'S  
OWNERS ASSOCIATION; CHAPTER 499B, CHAPTER 504A, CODE OF IOWA

1. Effective Date of Percentage Interest. The percentages of ownership in the common elements referred to in this Declaration shall come into being and take effect at such time as this Declaration has been recorded and thereafter exists for all purposes irrespective of any actual occupancy or use and whether the units are sold or not.

2. Possession of Common Elements. Each unit owner, the Developer and the Association may use the common elements other than the limited common elements for the purpose for which they are maintained, but without hindering or encroaching upon the lawful rights of other users.

3. Condemnation and Obsolescence. The contingencies for condemnation and long-term obsolescence have not been provided for in this Declaration and may be governed by appropriate amendments to this Declaration and/or by Bylaws, as the case may be.

4. Partition. The common elements shall remain undivided and neither an units owner nor any other person or organization may bring an action for the partition or division of the whole or any part thereof with or without sale, except in connection with removal of all of the property from the Regime, pursuant to Section 499B.8, Code of Iowa, as the same now exists or may hereinafter be amended or a specific determination not to repair, reconstruct, or rebuild with the consequences set forth in Section 499B.16 thereof.

5. Severability. The invalidity of any covenant, restriction, agreement, undertaking, or other provision of any condominium document shall not affect the validity of the remaining portions thereof.

6. Articles of Incorporation and Bylaws of Westfield Condo's Owners Association. The provisions of the Articles of Incorporation of Westfield Condo's Owners Association and the Bylaws of said Association attached hereto and marked Exhibits "E" and "F" respectively, are by reference incorporated herein and are a part of this Declaration the same as if they were fully set forth herein, and the owners of units are bound thereby.

7. Chapters 499B and 504A, Code of Iowa. Wherever herein reference is made to Chapter 499B or any section thereof, or Chapter 504A, or any section thereof, of the Code of Iowa, it is intended that such reference shall include the provisions of such code sections as they now exist or hereinafter be amended, and if a question arises thereunder at some time in the future, the specific section of code in its then form shall be applied.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed this 2nd day of July, 2019.

WESTFIELD CONDO'S

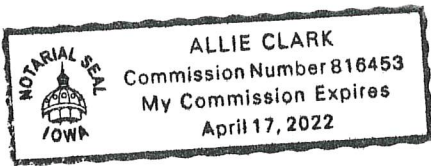


\_\_\_\_\_  
Ryan Nagrocki

STATE OF IOWA )  
 ) ss.  
COUNTY OF DES MOINES )

On this 2nd day of July, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan Nagrocki to me personally known, who, being by me duly sworn, did say that he is the president of said Corporation executing the within and foregoing instrument; that the corporation has no seal; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Ryan Nagrocki as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

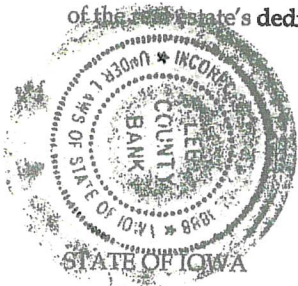
Allie Clark  
Notary Public in and for the State of Iowa



Prepared By:  
Mitchell L. Taylor, 420 N. Roosevelt Ave., Suite 110, Burlington, IA 52601, Phone (319)752-4537

**STATEMENT OF MORTGAGE HOLDER**

Lee County Bank is a lienholder on the real estate platted as Westfield Condos Subdivision, a subdivision in Des Moines County, Iowa, legally described in the attachment hereto and does hereby consent to the platting of the real estate and the owner of the real estate's dedication.



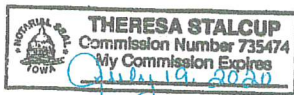
Lee County Bank

Eric F. Boeding

LEE COUNTY

)  
) ss:  
)

On this 2<sup>nd</sup> day of July, 2019, before me, the undersigned, a Notary Public in and for the said State, personally appeared Eric F. Boeding to me personally known, who being by me duly sworn, did say that he is the AVP of the corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Eric F. Boeding as an officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Theresa Stalcup  
Notary Public in and for the State of Iowa

Exhibit A

ALL OF LOTS 17, 18, 19, 20, 21, 22, 23 AND 24 IN SHOTTENKIRK ESTATES SUBDIVISION IN THE CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA AS PER FINAL PLAT FILED FOR RECORD MARCH 25, 2002 AS DOCUMENT NUMBER 2002-002053 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 17; THENCE N89°55'59"E95.67' ALONG THE NORTH LINE OF SAID LOT 17;  
THENCE ALONG THE NORTH LINE OF SAID LOT 17 29.03' ON THE ARC OF A 225.00' RADIUS CURVE CONCAVE SOUTHERLY WITH A 29.01' CHORD BEARING S86° 13' 44"E TO THE NORTHEAST CORNER OF SAID LOT 17 (SAID CURVE HAVING A CENTRAL ANGLE OF 7°23, 32 ");  
THENCE ALONG THE EAST LINE OF SAID LOTS 17 AND 18 149.08' ON THE ARC OF A 525.00' RADIUS CURVE CONCAVE EASTERLY WITH A 148.58' CHORD BEARING S00°59'56"E (SAID CURVE HAVING A CENTRAL ANGLE OF 16° 16' 10");  
THENCE S09°05'50"E 577.71' ALONG THE EAST LINE OF SAID LOTS 18,19, 20, 21, 22, 23 AND 24;  
THENCE ALONG THE EAST LINE OF SAID LOT 24 23.17' ON THE ARC OF A 60.00' RADIUS CURVE CONCAVE NORTHEASTERLY WITH A 23.03' CHORD BEARING S20° 16'00"E TO THE SOUTHEAST CORNER OF SAID LOT 24 (SAID CURVE HAVING A CENTRAL ANGLE OF 22°07' 45");  
THENCE S58°41'45"W 264.94' ALONG THE SOUTH LINE OF SAID LOT 24 TO THE SOUTHWEST CORNER THEREOF;  
THENCE N00°00'35"W 880.05' ALONG THE WEST LINE OF SAID LOTS 24, 23, 22, 21, 20, 19, 18 AND 17 TO THE PLACE OF BEGINNING, CONTAINING 3.15 ACRES MORE OR LESS, SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE:

1. THE WEST LINE OF LOTS 17, 18, 19, 20, 21, 22, 23 AND 24 IN SHOTTENKIRK ESTATES SUBDIVISION IS ASSUMED TO BEAR N00°00'35"W.
2. EASEMENTS APPEARING WITHIN LOTS 17, 18, 19, 20, 21, 22, 23 AND 24 ON FINAL PLAT OF SHOTTENKIRK ESTATES SUBDIVISION AND LABELED "UTILITY EASEMENT (TYPICAL)" ARE NOT SHOWN ON THIS PLAT AND ARE TO BE PERMANENTLY VACATED OR EXTINGUISHED AND REPLACED BY THE PUBLIC UTILITY EASEMENTS AS INDICATED HEREON.
3. THE 50' WIDE ANR/TRANSCANADA (MICHIGAN-WISCONSIN) PIPELINE EASEMENT IS NOT TO BE FURTHER ALTERED OR CHANGED AND IS TO REMAIN IN ITS PRESENTLY ESTABLISHED LOCATION.



**RESOLUTION NO. 2019-21**

**A RESOLUTION WAIVING THE  
PRELIMINARY AND APPROVING THE FINAL PLAT  
FOR WESTFIELD CONDOS SUBDIVISION**

**BE IT RESOLVED** that a certain plat known as **WESTFIELD CONDOS SUBDIVISION** considered by the City Council and having been found to be proper, and the City Planning Commission having recommended waiving the preliminary plat requirements and approving the Final Plat is hereby approved.

**BE IT FURTHER RESOLVED** that Hans K. Trousil, Mayor of the City of West Burlington, Iowa, and Kelly D. Fry, City Clerk of the City of West Burlington, Iowa, are hereby directed to certify this resolution of approval and affix such to said plat.

Council Member           Crowner           introduced the foregoing Resolution and moved the same be adopted. Council Member           Raleigh           seconded the motion to adopt. Members of the City Council of the City of West Burlington, Iowa voted as follows to adopt the Resolution:

AYES:   Raleigh, Heitmeier, Lees, Waterman, Crowner          

NAYS:   None          

WHEREUPON, the Mayor declared the Resolution duly adopted.

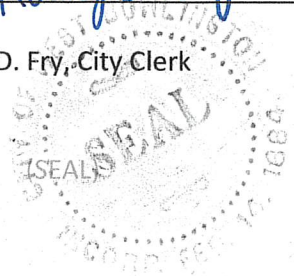
PASSED AND APPROVED, this   15th   day of   May          , 2019.

  
\_\_\_\_\_  
Hans K. Trousil, Mayor

ATTEST:

  
\_\_\_\_\_

Kelly D. Fry, City Clerk



Prepared By:  
Mitchell L. Taylor, 420 N. Roosevelt Ave., Ste. 110, Burlington, IA 52601; 319-752-4537

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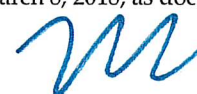
ATTORNEY'S OPINION

Comes now the undersigned, an Iowa licensed attorney, representing Westfield Condos Subdivision and has examined the abstract of title to the following described real estate, to-wit:

See Exhibit A attached hereto.

It is the opinion of the undersigned that the proprietor and owner of the real estate under examination is Midwest Realty Group, Inc., and that its title is subject to these mortgages, liens, and other encumbrances, to-wit:

1. MORTGAGE. Real Estate Mortgage (With Future Advance Clause) conveyed by Midwest Realty Group, Inc. to Lee County Bank, P.O. Box 280, 801 Avenue F, Ft. Madison, IA 52627 dated March 2, 2018 and filed March 8, 2018, as document number 2018-001023.



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Mitchell L. Taylor

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Prepared by:

Mitchell L. Taylor, 420 N. Roosevelt Ave., Ste. 110, Burlington, IA 52601; 319-752-4537

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**DES MOINES COUNTY TREASURER'S CERTIFICATE**

Comes now the Treasurer of Des Moines County and hereby states as follows:

1. This certificate is being presented pursuant to Iowa Code Section 354.1(5).
2. The described real estate on attached Exhibit A is free from certified taxes and certified special assessments. *Dated August 6<sup>th</sup>, 2019.*

*Janelle Nalley-Aronquist*  
Treasurer, Des Moines County  
*by Julie Arlowe, Deputy*

Parcel 10-35-178-001  
Parcel 10-35-178-002  
Parcel 10-35-178-003  
Parcel 10-35-178-004  
Parcel 10-35-178-005  
Parcel 10-35-178-006  
Parcel 10-35-178-007  
Parcel 10-35-178-008

*2017 Tax Assessment paid for the  
period of July 1, 2017 thru  
June 30, 2018. 2018 Taxes not  
yet certified or paid.*

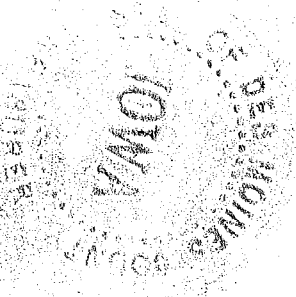


EXHIBIT A

ALL OF LOTS 17, 18, 19, 20, 21, 22, 23 AND 24 IN SHOTTENKIRK ESTATES SUBDIVISION IN THE CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA AS PER FINAL PLAT FILED FOR RECORD MARCH 25, 2002 AS DOCUMENT NUMBER 2002-002053 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 17; THENCE N89°55'59" E 95.67' ALONG THE NORTH LINE OF SAID LOT 17;  
THENCE ALONG THE NORTH LINE OF SAID LOT 17 29.03' ON THE ARC OF A 225.00' RADIUS CURVE CONCAVE SOUTHERLY WITH A 29.01' CHORD BEARING S86°13'44" E TO THE NORTHEAST CORNER OF SAID LOT 17 (SAID CURVE HAVING A CENTRAL ANGLE OF 7°23'32");  
THENCE ALONG THE EAST LINE OF SAID LOTS 17 AND 18 149.08' ON THE ARC OF A 525.00' RADIUS CURVE CONCAVE EASTERLY WITH A 148.58' CHORD BEARING S00°59'56"E (SAID CURVE HAVING A CENTRAL ANGLE OF 16° 16' 10");  
THENCE S09°05'50" E 577.71' ALONG THE EAST LINE OF SAID LOTS 18,19, 20, 21, 22, 23 AND 24;  
THENCE ALONG THE EAST LINE OF SAID LOT 24 23.17' ON THE ARC OF A 60.00' RADIUS CURVE CONCAVE NORTHEASTERLY WITH A 23.03' CHORD BEARING S20°16'00" E TO THE SOUTHEAST CORNER OF SAID LOT 24 (SAID CURVE HAVING A CENTRAL ANGLE OF 22°07' 45");  
THENCE S58°41'45"W 264.94' ALONG THE SOUTH LINE OF SAID LOT 24 TO THE SOUTHWEST CORNER THEREOF;  
THENCE N00°00'35"W 880.05' ALONG THE WEST LINE OF SAID LOTS 24, 23, 22, 21, 20, 19, 18 AND 17 TO THE PLACE OF BEGINNING, CONTAINING 3.15 ACRES MORE OR LESS, SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE:

1. THE WEST LINE OF LOTS 17, 18, 19, 20, 21, 22, 23 AND 24 IN SHOTTENKIRK ESTATES SUBDIVISION IS ASSUMED TO BEAR N00°00'35"W.
2. EASEMENTS APPEARING WITHIN LOTS 17, 18, 19, 20, 21, 22, 23 AND 24 ON FINAL PLAT OF SHOTTENKIRK ESTATES SUBDIVISION AND LABELED "UTILITY EASEMENT (TYPICAL)" ARE NOT SHOWN ON THIS PLAT AND ARE TO BE PERMANENTLY VACATED OR EXTINGUISHED AND REPLACED BY THE PUBLIC UTILITY EASEMENTS AS INDICATED HEREON.
3. THE 50' WIDE ANR/TRANSCANADA (MICHIGAN-WISCONSIN) PIPELINE EASEMENT IS NOT TO BE FURTHER ALTERED OR CHANGED AND IS TO REMAIN IN ITS PRESENTLY ESTABLISHED LOCATION.



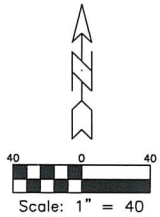
Instrument #: 2019-004233  
 09/11/2019 03:08:22 PM Total Pages: 39  
 PLT PLAT SUBDIVISION  
 Recording Fee: \$197.00 Transfer Tax: \$0  
 Lisa L. Hazell, Recorder, Des Moines County Iowa



COPY

INDEX LEGEND	
LOCATION:	ALL OF LOTS 17, 18, 19, 20, 21, 22, 23 & 24 IN SHOTTENKIRK ESTATES SUBDIVISION, CITY OF WEST BURLINGTON, IOWA - WESTFIELD CONDOS SUBDIVISION
REQUESTOR:	MIDWEST REALTY GROUP
PROPRIETOR:	MIDWEST REALTY GROUP
SURVEYOR:	JEFF A. MILLER
SURVEYOR COMPANY:	KLINGNER & ASSOCIATES, P.C. 610 N. 4TH ST., SUITE 100 BURLINGTON, IA 52601 jam@klingner.com / (319-752-3603)
RETURN TO:	JEFF A. MILLER AT ABOVE ADDRESS

## WESTFIELD CONDOS SUBDIVISION



(R) INDICATES RECORDED DISTANCE  
 ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED

APPROXIMATE LOCATION 50' WIDE ANR GAS PIPELINE EASEMENT

UTILITY EASEMENT AS SHOWN ON FINAL PLAT OF SHOTTENKIRK ESTATES SUBDIVISION

10' WIDE UTILITY EASEMENT AS SHOWN ON FINAL PLAT OF SHOTTENKIRK ESTATES SUBDIVISION

FOUND 5/8" IRON PIN W/YELLOW CAP STAMPED "BCZ - GALESBURG" - SOUTHWEST CORNER LOT 16 SHOTTENKIRK ESTATES SUBDIVISION

PLACE OF BEGINNING  
 SET 1/2" X 24" IRON PIN W/CAP #16263 - NORTHWEST CORNER LOT 17 SHOTTENKIRK ESTATES SUBDIVISION

15' WIDE EASEMENT FOR PUBLIC UTILITIES  
 SET 1/2" X 24" IRON PIN W/CAP #16263

20' WIDE EASEMENT FOR PUBLIC UTILITIES

LOT 1  
 PFEIFF DeYARMAN PLAT 1  
 SUBDIVISION

LOT 1  
 3.15 AC±

20' WIDE EASEMENT FOR PUBLIC UTILITIES

FOUND 5/8" IRON PIN DISTURBED - REPLACED WITH 5/8" X 30" IRON PIN  
 7' WIDE EASEMENT FOR PUBLIC UTILITIES  
 SET 1/2" X 24" IRON PIN W/CAP #16263 - SOUTHWEST CORNER LOT 25 SHOTTENKIRK ESTATES SUBDIVISION

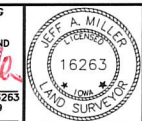
500'00"35"E 0.48' (N.T.S.)  
 FOUND RAIL

5' WIDE UTILITY EASEMENT AS SHOWN ON FINAL PLAT OF SHOTTENKIRK ESTATES SUBDIVISION

OWNER & SUBDIVIDER:  
 MIDWEST REALTY GROUP  
 C/O RYAN NAGROCKI  
 7113 SOUTH GEAR AVENUE  
 BURLINGTON, IOWA 52601

PROTECTIVE COVENANTS BY SEPARATE DOCUMENT

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.



DATE: 09/11/2019  
 MY LICENSE RENEWAL DATE IS DEC. 31, 2019  
 SHEETS COVERED BY THIS SEAL: 1

DRAWN: SAS	CHECKED: [initials]	BOOK: 378	PAGE: 22	NO.	REVISIONS:	BY: APPR: DATE
<b>KLINGNER &amp; ASSOCIATES, P.C.</b>						DATE: 04/24/19
Engineers - Architects - Surveyors Burlington, Iowa www.klingner.com						DRAWING NO: 7342-2
WESTFIELD CONDOS SUBDIVISION						SHEET NO: 17-2133
610 N. 4th Street, Suite 100 Burlington, IA 52601 319.752.3603						1 OF 1

### PERIMETER DESCRIPTION:

ALL OF LOTS 17, 18, 19, 20, 21, 22, 23 AND 24 IN SHOTTENKIRK ESTATES SUBDIVISION IN THE CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA AS PER FINAL PLAT FILED FOR RECORD MARCH 25, 2002 AS DOCUMENT NUMBER 2002-002053 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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**ACCEPTANCE OF FINAL PLAT:** This plat was accepted by the City Council of West Burlington, Iowa on the 15th day of MAY 2019. The Final Plat and City Council Resolution No. 2019-21 is entitled to recordation by the Des Moines County Recorder.

ATTEST:  
 Hans K. Trousil, Mayor  
 Kelly D. Fry, City Clerk

PREPARED BY: J. MILLER 610 N. FOURTH ST. SUITE 100 BURLINGTON, IOWA (319) 752-3603