



RE/MAX Lakes Realty provides these covenants/bylaws/horizontal property regime declarations as a convenience, and in no way guarantees the accuracy of these documents, and in no way represents that these documents are up to date and/or legally binding. It is the responsibility of any potential buyer, seller, investor, and/or real estate agent to contact any association contact and/or the Dickinson County recorder's office in order to satisfy themselves as to the very latest available documents.

These documents are the property of Sellboji.com, BojiHomes.com and RE/MAX Lakes Realty. The downloading of these documents for use by any other Real Estate Agency is strictly prohibited.

**AMENDED AND REAFFIRMED BY-LAWS OF BROOKS COUNTRY CLUB
VILLA NO. 2 ASSOCIATION**

The co-owners of the horizontal property regime located on Lot Thirty-six (36), of Brooks County Club Addition, Second Platting, in Okoboji, Dickinson County, Iowa do hereby amend Article IV, Section 3c; Article IV, Section 3d; Article IV, Section 3e: Article IV, and Section 3g of the by-laws. All other by-laws are reaffirmed as amended and substituted on May 27, 1996 and filed for record with the Dickinson County Recorder on June 20, 1996 as Instrument No. 963054 in Book 9, Page 283. Said co-owners hereby adopt the following Amended and Reaffirmed By-laws in accordance with Chapter 499B of the Code of Iowa and in accordance with the declaration submitting said property to a horizontal property regime:

**ARTICLE I
MEMBERSHIP AND ADMINISTRATION**

Section 1. The owners of all apartment units in the buildings located on the above described property shall be members of "Country Club Villa No. 2 Association" (hereinafter referred to as "Association") which shall have the responsibility of administering and collecting monthly assessments and arranging for the maintenance of the property on behalf of the co-owners in accordance with these by-laws, the aforesaid Declaration and the laws of the State of Iowa pertaining thereto.

Section 2. Meetings of the Association shall be held in such apartment of the apartment buildings or other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual meetings. Annual meetings of the Association shall be held in the last week in August or the first week in September of each year, the specific date to be fixed by the Board of Directors of the Association. At such meetings there shall be elected by ballot of the members, a

Board of Directors in accordance with the provisions hereinafter set forth. The members may also transact such other business as they may deem proper.

Section 4. It shall be the duty of the president to call a special meeting of the Association as directed by resolution of the Board of Directors or upon a petition signed by a majority of the members and having been presented to the secretary. The notice of any special meetings shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3) of the members present either in person or by proxy.

Section 5. Notice of meetings. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it will be held to each owner of record at least five but not more than twenty days prior to such meeting.

Section 6. Quorum. Except as otherwise provided in these by-laws, the presence in person or by proxy of the owners of thirteen apartment units shall constitute a quorum.

Section 7. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting. The owners or co-owners of each apartment shall be entitled to cast one vote per apartment unit so that the maximum number of votes that may be cast on any proposition shall be twenty-four.

Section 8. If any meetings of the Association cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting to any time not less than forty-eight hours from the time the original meeting was called.

ARTICLE II BOARD OF DIRECTORS

Section 1. Number and qualification. The affairs of the Association shall be governed by a Board of Directors composed of three persons, all of whom must be owners of apartments or spouses of such owners.

Section 2. Powers and duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these by-laws or the Declaration herein directed to be exercised and done by the owners.

Section 3. Other duties. In addition to the duties imposed by these by-laws or by resolution of the Association, the Board of Directors shall be responsible for the following:

- a. Care, upkeep and maintenance of the apartment buildings and the common areas and facilities and limited common areas and facilities.
- b. Collection of monthly assessments from the owners.
- c. Enforcement of the rules and regulations of the Association.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than expiration of the director's term shall be filled by a vote of majority of the remaining directors.

Section 5. Meetings. Meetings of the Board of Directors may be called by the president of the Association and shall be called at the request of any director. The president shall give not less than three days notice to each director of any meeting either personally or by mail, telephone or other means, which notices shall state the time, place and the purpose of the meeting. Presence of a director in person at any such meeting shall constitute a waiver of the above notice provision.

Section 6. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

ARTICLE III

Section 1. Designation. The officers of the Association shall be a president, a vice-president, a secretary-treasurer, all of whom shall be elected at each annual meeting of the Association. Said officers shall constitute the Board of Directors of the Association. All officers shall serve for a term of one year and until their successors are elected.

Section 2. President. The president shall be the chief executive officer of the Association. shall preside at all meetings of the Association and of the Board of Directors and shall have all of the general powers and duties which are usually vested in the office of the president of the Association.

Section 3. Vice-President. The vice-president shall perform all duties of the president when the president is absent or unable to act and shall perform such other duties as shall be delegated by the president or the Board of Directors.

Section 4. Secretary-Treasurer. The secretary-treasurer shall keep the minutes of all meetings of the Board of Directors and of the Association, shall have charge of all books and records of the Board of Directors and the Association, shall have responsibility for keeping full and accurate accounts of all receipts and disbursements of the Association which accounts shall be open to all members of the Association at all reasonable times and shall perform such other duties as may be specified by the Board of Directors of the Association.

ARTICLE IV OBLIGATIONS OF OWNERS

Section 1. Assessments. All owners are obligated to pay assessments established by the Association to meet all expenses incurred by the Association in managing, protecting, repairing, replacing and improving the common areas, facilities and property of the apartment owners, including expenses incurred in maintaining in force such insurance protection as the Association or Board of Directors may deem prudent. The owners of each apartment unit shall be responsible for one twenty-fourth (1/24) of such expenses, unless the Association determines that a particular expense item will benefit one or more owners to a greater extent than other owners, in which event the Association may assess said expense in proportion to the benefit to be received. A budget establishing such proposed expenses, the amount to be assessed against each apartment unit and the time payments shall be due and payable, shall be adopted by the majority vote of the members present at each annual meeting of the Association. A finance charge of one and one-

half per-cent (1½ %) per month of the amount due, shall be assessed when a payment is thirty (30) days past due. Such finance charges shall be a lien on an owner's property to the same extent, and enforceable in the same manner as other assessments.

Section 2. Maintenance and repair.

- a. Each owner shall perform promptly all maintenance and repair work within his own unit which if omitted would affect the property of another owner or any of the common elements.
- b. All repairs to internal installations of each apartment unit, including doors, windows and all other accessories belonging to the apartment unit shall be at the owner's expense to the extent that the same are not covered by insurance carried in the name of the Association.
- c. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through the fault of such owner, his tenants or guests.

Section 3. Rules of conduct. The following rules shall be observed by the apartment owners:

- a. Each person while on a condominium premises shall conduct himself or herself in such manner as will not unduly disturb or annoy other occupants of the premises or unduly interfere with the use, enjoyment and occupancy of other persons lawfully upon the premises.
- b. Use of the swimming pool shall be prohibited between the hours of 10:00 o'clock P.M. and 8:00 o'clock A.M.
- c. A maximum of three (3) pets per unit are permitted. Pets shall not be permitted in the area of the premises adjoining the Brooks golf course. **Owners must clean up after their pets and keep them on a leash while on association property.** Owners must not allow any of their pets to cause a serious annoyance or disturbance to any person or persons by frequent and habitual howling, yelping, barking, or otherwise, or by running after or chasing persons, bicycles, automobiles, or other vehicles.
- d. No motor vehicle shall be permitted on the premises that is not currently licensed as required by the laws of the State of Iowa for use on the public highways or that is not in operating condition. There shall be no storage on association property of boats, boat trailers, campers, mobile homes, fifth wheels, camper trailers, livestock trailers, jet skis or their trailers, snowmobiles or their trailers, semi trucks, buses, or any other object that detracts from the aesthetics of our buildings. In the event such a vehicle is on the premises for a period of more than seven days the Board of Directors, or the custodian shall cause the same to be removed at the expense of the owner of the vehicle.

- e. **Unit owners are not permitted to enclose their porches or patios. Owners shall make no alterations to common areas of the buildings (this includes any changes beyond the inside walls of each unit), without prior approval by the Board of Directors.**
- f. An owner shall not place or cause to be placed upon the stairways or walk-ways any objects that restrict or endanger the normal use of such areas.
- g. One "For Sale" sign per unit may be posted in the grass area between the parking lot and the road. All other signage is prohibited on association property.
- h. The Board of Directors must give prior approval before an owner may make any changes to the outside of a building.

Section 4. An owner shall permit other owners or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, providing that requests for entry are made in advance and that such entry is at a time convenient to the owner.

Section 5. An owner shall require all tenants, occupants and guests to abide by all rules of conduct set forth in these by-laws or approved by the Board of Directors. Leases must be at least six months in duration, and copies of leases must be kept on file with the Secretary or Treasurer of the Board of Directors.

Section 6. If the owner, tenant or occupant of a unit fails to comply with the provisions of the by-laws, decisions or resolutions of the Association, the Board of Directors may send a written notice of the violation to the owner. If the violation is not corrected within ten days after the third written notice, the Board of Directors may make an assessment against the owner in an amount of not more than \$250.00. If the violation is a continuing violation, not more than \$100.00 may be assessed each day until the violation ceases. If the owner fails to pay the assessment, the Board shall file the assessment as a lien against the owner at the Office of the Dickinson County Recorder.

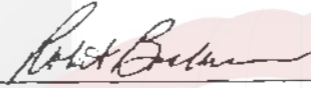
ARTICLE V SWIMMING POOL EXEMPTION

The Association's swimming pool shall be exempt from the requirements of Chapter 135I, Code of Iowa. The Board of Directors shall arrange for inspection of the pool as provided by law. The Association will assume liability associated with the operation of the pool, and the Board of Directors will purchase liability insurance. This by-law is made pursuant to Section 135I.2, Code of Iowa, as amended.

ARTICLE VI AMENDMENTS

Section 1. These by-laws may be amended by the Association at any annual meeting of the Association or at any special meeting of the Association called for such purpose, but no amendment shall take effect unless approved by the owners of a majority of the apartment units.

The foregoing Amended and Reaffirmed By-laws were passed, approved and adopted at the 2008 annual meeting of Brooks Country Club Villa Association held in Okoboji, Iowa on the 31st day of August, 2008.


Robert Bocken, President

STATE OF IOWA)
) ss
DICKINSON COUNTY)

I, Nancy Heinen, being first duly sworn, depose and state that I am the duly elected and acting Secretary-Treasurer of Brooks Country Club Villa No. 2 Association; that as such Secretary I have custody of the records of said association and said records show that the above and foregoing Amended and Reaffirmed By-laws of Brooks Country Club Villa No. 2 Association were duly adopted by said association at its 2008 annual meeting on August 31, 2008 by a majority of the owners of the apartment units represented by said association


Nancy Heinen, Secretary-Treasurer

SUBSCRIBED AND SWORN TO before me by Nancy Heinen this 26 day of May, 2009.




Notary Public in and for the State of Iowa

JUN 20 1996

JUN 20 PM 1:20

AMENDED AND SUBSTITUTED BY-LAWS OF BROOKS COUNTY CLUB

VILLA NO. 2 ASSOCIATION

JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA

The co-owners of the horizontal property regime located on Lot 36 Thirty-six (36), of Brooks County Club Addition, Second Platting, in Okoboji, Dickinson County, Iowa do hereby repeal all by-laws heretofore adopted by said co-owners and hereby adopt the following amended and substituted by-laws in accordance with Chapter 499B of the Code of Iowa and in accordance with the declaration submitting said property to a horizontal property regime:

ARTICLE I

MEMBERSHIP AND ADMINISTRATION

Section 1. The owners of all apartment units in the buildings located on the above described property shall be members of "Country Club Villa No. 2 Association" (hereinafter referred to as "Association") which shall have the responsibility of administering and collecting monthly assessments and arranging for the maintenance of the property on behalf of the co-owners in accordance with these by-laws, the aforesaid Declaration and the laws of the State of Iowa pertaining thereto.

Section 2. Meetings of the Association shall be held in such apartment of the apartment buildings or other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual meetings. Annual meetings of the Association shall be held in the last week in August or the first week in September of each year, the specific date to be fixed by the Board of Directors of the Association. At such meetings there shall be elected by ballot of the members, a Board of Directors in accordance with the provisions hereinafter set forth. The members may also transact such other business as they may deem proper.

Section 4. It shall be the duty of the president to call a special meeting of the Association as directed by resolution of the Board of Directors or upon a petition signed by a majority of the members and having been presented to the secretary. The notice of any special meetings shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the thirds (2/3) of the members present either in person or by proxy.

Section 5. Notice of meetings. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it will be held to each owner of record at least five but not more than twenty days prior to such meeting.

Section 6. Quorum. Except as otherwise provided in these by-laws, the presence in person or by proxy of the owners of thirteen apartment units shall constitute a quorum.

Section 7. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting. The owners or co-owners of each apartment shall be entitled to cast one vote per apartment unit so that the maximum number of votes that may be cast on any proposition shall be twenty-four.

Section 8. If any meetings of the Association cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting to any time not less than forty-eight hours from the time the original meeting was called.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Number and qualification. The affairs of the Association shall be governed by a Board of Directors composed of three persons, all of whom must be owners of apartments or spouses of such owners.

Section 2. Powers and duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these by-laws or the Declaration herein directed to be exercised and done by the owners.

Section 3. Other duties. In addition to the duties imposed by these by-laws or by resolution of the Association, the Board of Directors shall be responsible for the following:

- a. Care, upkeep and maintenance of the apartment buildings and the common areas and facilities and limited common areas and facilities.
- b. Collection of monthly assessments from the owners.
- c. Enforcement of the rules and regulations of the Association.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than expiration of the director's term shall be filled by a vote of majority of the remaining directors.

Section 5. Meetings. Meetings of the Board of Directors may be called by the president of the Association and shall be called at the request of any director. The president shall give not less than three days notice to each director of any meeting either personally or by mail, telephone or other means, which notices shall state the time, place and the purpose of the meeting. Presence of a director in person at any such meeting shall constitute a waiver of the above notice provision.

Section 6. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

ARTICLE III

Section 1. Designation. The officers of the Association shall be a president, a vice-president, a secretary-treasurer, all of whom shall be elected at each annual meeting of the Association. Said officers shall constitute the Board of Directors of the Association. All officers shall serve for a term of one year and until their successors are elected.

Section 2. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors and shall have all of the general powers and duties which are usually vested in the office of the president of the Association.

Section 3. Vice-President. The vice-president shall perform all duties of the president when the president is absent or unable to act. He shall perform such other duties as shall be delegated to him by the president or the Board of Directors.

Section 4. Secretary-Treasurer. The secretary-treasurer shall keep the minutes of all meetings of the Board of Directors and of the Association; he shall have charge of all books and records of the Board of Directors and the Association; he shall have responsibility for keeping full and accurate accounts of all receipts and disbursements of the Association which accounts shall be open to all members of the Association at all reasonable times. He shall perform such other duties as may be specified by the Board of Directors of the Association.

ARTICLE IV

OBLIGATIONS OF OWNERS

Section 1. Assessments. All owners are obligated to pay assessments established by the Association to meet all expenses incurred by the Association in managing, protecting, repairing, replacing and improving the common areas, facilities and property of the apartment owners, including expenses incurred in maintaining in force such insurance protection as the Association or Board of Directors may deem prudent. The owners of each apartment unit shall be responsible for one twenty-fourth (1/24) of such expenses, unless the Association determines that a particular expense item will benefit one or more owners to a greater extent than other owners, in which event the Association may assess said expense in proportion to the benefit to be received. A budget establishing such proposed expenses, the amount to be assessed against each apartment unit and the time payments shall be due and payable, shall be adopted by the majority vote of the members present at each annual meeting of the Association. A finance charge of one and one-half per-cent (1½%) per month of the amount due, shall be assessed when a payment is thirty (30) days past due. Such finance charges shall be a lien on an owner's property to the same extent, and enforceable in the same manner as other assessments.

Section 2. Maintenance and repair.

(a) Each owner shall perform promptly all maintenance and repair work within his own unit which if omitted would affect the property of another owner or any of the common elements.

(b) All repairs to internal installations of each apartment unit, including doors, windows and all other accessories belonging to the apartment unit shall be at the owner's expense to the extent that the same are not covered by insurance carried in the name of the Association.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through the fault of such owner, his tenants or guests.

Section 3. Rules of conduct. The following rules shall be observed by the apartment owners:

a. Each person while on a condominium premises shall conduct himself or herself in such manner as will not

unduly disturb or annoy other occupants of the premises or unduly interfere with the use, enjoyment and occupancy of other persons lawfully upon the premises.

b. Use of the swimming pool shall be prohibited between the hours of 10:00 o'clock P.M. and 8:00 o'clock A.M.

c. Pets shall not be permitted in the fenced-in area of the premises adjoining the Brooks golf course, and no pets weighing over 30 pounds shall be permitted anywhere on the premises.

d. No motor vehicle shall be permitted on the premises that is not currently licensed as required by the laws of the state of Iowa for use on the public highways or that is not in operating condition. In the event such a vehicle is on the premises for a period of more than seven days the Board of Directors, or the custodian, shall cause the same to be removed at the expense of the owner of the vehicle.

e. Unit owners are permitted to enclose their porches or patios, but no owner shall do so without the approval of the Board of Directors who shall establish a uniform design therefore and require all enclosures to conform to said design.

f. An owner shall not place or cause to be placed upon the stairways or walk-ways any objects that restrict or endanger the normal use of such areas.

g. "For Sale" signs and other advertising signs shall not be permitted anywhere on the premises, except that the Board of Directors may erect one sign with instructions concerning real estate sales.

h. The Board of Directors must give prior approval before an owner may make any changes to the outside of a building.

Section 4. An owner shall permit other owners or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, providing that requests for entry are made in advance and that such entry is at a time convenient to the owner.

Section 5. An owner shall require all tenants, occupants and guests to abide by all rules of conduct set forth in these by-laws or approved by the Board of Directors. Leases must be at least six months in duration, and copies of leases must be kept on file with the Secretary or Treasurer of the Board of Directors.

Section 6. If the owner, tenant or occupant of a unit fails to comply with the provisions of the by-laws, decisions or resolutions of the Association, the Board of Directors may send a written notice of the violation to the owner. If the violation is not corrected within ten days after the third written notice, the Board of Directors may make an assessment against the owner in an amount of not more than \$250.00. If the violation is a continuing violation, not more than \$100.00 may be assessed each day until the violation ceases. If the owner fails to pay the assessment, the Board shall file the assessment as a lien against the owner at the Office of the Dickinson County Recorder.

ARTICLE V

SWIMMING POOL EXEMPTION

The Association's swimming pool shall be exempt from the requirements of Chapter 135I, Code of Iowa. The Board of Directors shall arrange for inspection of the pool as provided by law. The Association will assume liability associated with the operation of the pool, and the Board of Directors will purchase liability insurance. This by-law is made pursuant to Section 135I.2, Code of Iowa, as amended.

ARTICLE VI

AMENDMENTS

Section 1. These by-laws may be amended by the Association at any annual meeting of the Association or at any special meeting of the Association called for such purpose, but no amendment shall take effect unless approved by the owners of a majority of the apartment units.

The foregoing Amended and Substituted by-laws were passed, approved and adopted at the 1996 special meeting of Country Club Villa Association held in Okoboji, Iowa on the 27th day of May, 1996.

Paul A Neppel
Paul Neppel, President

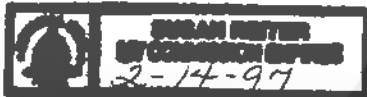
State of Iowa)
)ss
Dickinson County)

I, Barb Pelisek, being first duly sworn, depose and state that I am the duly elected and acting Secretary-Treasurer of Country Club Villa No. 2 Association; that as such Secretary I have custody of the records of said association and said records show that the above and foregoing Amended and Substituted By-laws of Brooks Country Club Villa No. 2 Association were duly adopted by said association at its 1996 special meeting on May 27, 1996 by a majority of the owners of the apartment units represented by said association.

Barb Pelisek
Barb Pelisek

SUBSCRIBED AND SWORN TO before me by Barb Pelisek this 20th day of June, 1996.

Susan Reiter
Susan Reiter
Notary Public in and for
the State of Iowa®



THE FOLLOWING ARE SUGGESTIONS AND RECOMMENDATIONS OFFERED TO OWNERS, TENANTS, AND GUESTS OF COUNTRY CLUB VILLA #2.

The Villa serves multiple functions and purposes. For many, it is their permanent home, and they maintain regular working hours and schedules. For many others, it is a vacation and a fun time. Therefore, the key to harmony must be consideration and tolerance for your 23 close neighbors occupying the Villa. The following guidelines and rules have been adopted by the Villa #2 Association:

Guidelines and Rules

THE SWIMMING POOL

The pool was a major investment in 1999. Therefore, we need to take special care of it. Because of the quality of our new pool, it has attracted more owners, guests, family and friends to use it. It stands to reason that having more people using the pool at the same time will limit the activities of all people using it. Please extend common courtesy to other groups at the pool while you are there. We want the pool to be an enjoyable place for everyone to congregate.

1. Pool furniture should be kept at the pool site and cared for remembering that you paid for it and will pay for it again if it needs to be replaced.
2. DO NOT use glassware of any kind at the pool area.
3. The pool opens at 9:00 AM and closes at 10:00 PM.
4. Please cover the pool if you are the last to use it in the evening. It only takes a minute to unroll and saves everyone on utility costs.
5. Take your belongings, towels, rafts, pool toys, etc. with you and leave the pool site in a neat arrangement.
6. Please limit the size of your pool toys according to the number of users at the pool. We want to have enough room for everyone.
7. There is no life guard, so you must swim at your own risk. Special consideration and supervision for small children must be taken by those responsible for them.
8. The pool shed will remain locked as it stores chemicals and important equipment necessary for the proper maintenance of the pool.
9. A garbage can is provided for your convenience on the east side of the pool shed.
10. Please do not allow children to play in the skimmer basket.

PROPERTY

We have the right to be proud of our residential and vacation property. It is costly to maintain. All who live and play here are requested to avoid cluttering the area.

1. Objects are not to be left/stored on the stairways or walkways. This could restrict or endanger the normal use of these areas.
2. Towels or other laundry is not to be draped on balcony railings.
3. Please do not climb or vault the fence.
4. All are welcome to use the gas grills and picnic tables. Be sure the gas is **OFF** after using the grills. Because of a provision on our fire insurance policy, grills are not permitted on the balconies or patio areas. First floor units may use them as long as they are not on the patio, but at a safe distance on the grass.

PETS

1. Pets are not permitted in the fenced – in area of the premises adjoining the Brooks Golf Course.
2. Please exercise your pet across the road. Please pick up after your pet on the Association property.

Please make your best effort to control your pet(s) and be a responsible pet owner.

CHILDREN

1. Please help your children to avoid running and shouting on the upstairs walkways and pool area.
2. Children are the responsibility of the parents/ guardians.
3. Small children should be closely supervised at all times, especially around the pool area.

Generally, we hope all here have fun, relaxation, rest or what ever you wish. Remember, the key is consideration on one side and tolerance on the other. Other more specific rules of conduct may be found in your By-Laws.

It is suggested that you post this information or otherwise make tenants and guests aware of it. We cannot expect people to follow the rules if they do not know what they are. All owners, tenants and guests are asked to help enforce rules when they see the need.

THANK YOU!

Amendment to Condominium By-Laws, Villa #2, of the following described property:

A tract of land in the north half of the northeast quarter of section 19, Township 99 north, Range 36 west of the Fifth Principal Meridian, bounded as follows, to-wit:

Commencing at the southwest corner of the northeast quarter of the northeast quarter of Section 19, Township 99 North, Range 36 West of the Fifth Principal Meridian, and running thence north 02° 02.3' east on the west line of the northeast quarter of the northeast quarter of said Section 19, a distance of 186.10 feet to the northeasterly line of the Spirit Lake Airport property, thence north 12° 15.7' west on the northeasterly line of the Spirit Lake Airport property a distance of 406.06 feet to the point of beginning, and running from that point of beginning north 12° 15.7' west on the northeasterly line of the Spirit Lake Airport property, a distance of 360.00 feet; thence north 77° 44.3' east, a distance of 162.04 feet; thence south 12° 15.7' east, a distance of 360.00 feet; thence south 77° 44.3' west, a distance of 162.04 feet to the point of beginning. All bearings stated in this description are based on the assumption that the south line of the northeast quarter of the northeast quarter of section 19 is a true east to west line, in accordance with the Iowa "Horizontal Property Act", Senate File 117, Laws of the 60th Assembly, State of Iowa, as amended, and in accordance with the recorded declaration establishing this condominium.

The owner of the above located apartment building held a special meeting and adopted the following amendments to the By-Laws:

1. The legal description is changed to Lot 36, Brooks Country Club Addition, 2nd platting, to the Town of Okoboji, Dickinson County, Iowa, as surveyed, platted and recorded.

2. The name of the condominium owners shall be: Villa No. 2 Owners Association.

3. If a corporation owns more than 1 unit, it has the same vote as equal the number of units owned.

4. Article IV, Section 1, shall be changed as follows:

Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all common expenses including fire and extended coverage insurance, utility bills, and all other expenses reasonably appertaining to the building and grounds. The owners of each apartment unit shall be responsible for 1/24 of such expenses, except 1 bedroom units shall pay a smaller proportionate share as the 2 bedroom units. If the monthly payments are not paid on or before the 10th day of the month, a late charge of 3/4% with a minimum of \$5.00 may be charged and the same charge may be made for each additional month payments are late. In case legal action is taken said owner may be liable for attorney fees, court costs and all other costs and expenses.

The foregoing amendment was unanimously passed and adopted this 10th day of June, 1969.


Robert W. Dillon, Chairman


Doris V. Braesch, Secretary

AFFIDAVIT

STATE OF IOWA
DICKINSON COUNTY ss:

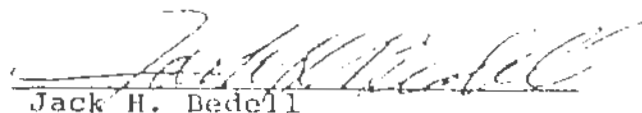
I, Jack H. Bedell, being first duly sworn, depose and say that I am a practicing attorney in Spirit Lake, Dickinson County, Iowa, and as such, I am familiar with all of the real estate platted in what is referred to as Brooks Country Club Addition, Second Platting, Okoboji, Dickinson County, Iowa. I further state that Lot 36 of the Plat of Brooks Country Club Addition, Second Platting, Okoboji, Dickinson County, Iowa, is also described as:

a tract of land in the North half of the Northeast Quarter of Section 19, Township 99 North, Range 36 West of the 5th P.M., bounded as follows, to-wit: Commencing at the southwest corner of the northeast quarter of the northeast quarter of Section 19, Township 99 North, Range 36 West of the Fifth Principal Meridian, and running thence north $0^{\circ} 02.3'$ east on the west line of the northeast quarter of the northeast quarter of said Section 19 a distance of one hundred eighty-six and ten hundredths (186.10) feet to the northeasterly line of the Spirit Lake Municipal Airport property, thence north $12^{\circ} 15.7'$ west on the northeasterly line of the Spirit Lake Municipal Airport property a distance of four hundred six and six hundredths (406.06) feet to the point of beginning, and running from that point of beginning north $12^{\circ} 15.7'$ west on the northeasterly line of the Spirit Lake Municipal Airport property a distance of three hundred sixty (360.00) feet; thence North $77^{\circ} 44.3'$ east a distance of one hundred sixty-two and four hundredths (162.04) feet; thence south $12^{\circ} 15.7'$ east a distance of three hundred sixty (360.00) feet; thence south $77^{\circ} 44.3'$ west a distance of one hundred sixty-two and four hundredths (162.04) feet to the point of beginning. All bearings stated in this description are based on the assumption that the south line of the northeast quarter of the northeast quarter of said Section 19 is a true east to west line.

I further state that at the time of the platting of Brooks Country Club Addition, Second Platting, there were certain mortgages on portions of said plat and that said mortgagees were joined in the platting as proprietors of said plat. I further state that the only mortgage pledging as security the real estate described as Lot 36 of the Plat of Brooks Country Club Addition, Second Platting, Okoboji, Dickinson County, Iowa, also described as stated above, was a mortgage to First Federal Savings and Loan Association of Rock Rapids, dated January 3, 1969, recorded in Book 46 on page 467, in the office of the Dickinson County, Iowa Recorder; and any other mortgages referred to in the platting of Brooks Country Club Addition, Second Platting, and the Recorder's certificate in connection therewith, refer to mortgages against other portions of said Brooks Country Club Addition, Second Platting, and do not refer to any part of Lot 36 of said plat.

I further state that the mortgage of First Federal Savings and Loan Association of Rock Rapids, dated January 3, 1969, above referred to, has now been released insofar as Unit No. 110 of Brooks Country Club Villa located on Lot 36 of the Plat of Brooks Country Club Addition, Second Platting, Okoboji, Dickinson County, Iowa, and as to the appurtenant $1/24$ undivided interest thereof.

Dated this 5th day of July, 1973.


Jack H. Bedell

Subscribed and sworn to before me by Jack H. Bedell this 5th day of July, 1973.

Marion Rasmussen IOWA

AMENDED AND SUBSTITUTED BY-LAWS OF BROOKS COUNTRY CLUB

VILLA NO. 2 ASSOCIATION

The co-owners of the horizontal property regime located on Lot Thirty-six (36), of Brooks Country Club Addition, Second Platting, in Okoboji, Dickinson County, Iowa do hereby repeal all by-laws heretofore adopted by said co-owners and hereby adopt the following amended and substituted by-laws in accordance with Chapter 499B of the Code of Iowa and in accordance with the declaration submitting said property to a horizontal property regime:

ARTICLE I

MEMBERSHIP AND ADMINISTRATION

Section 1. The owners of all the apartment units in the buildings located on the above described property shall be members of "Country Club Villa No. 2 Association" (hereafter referred to as "Association") which shall have the responsibility of administering and collecting monthly assessments and arranging for the maintenance of the property on behalf of the co-owners in accordance with these by-laws, the aforesaid Declaration and the laws of the State of Iowa pertaining thereto.

Section 2. Meetings of the Association shall be held in such apartment of the apartment buildings or other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. Annual meetings of the Association shall be held in the last week in August or the first week in September of each year, the specific date to be fixed by the Board of Directors of the Association. At such meetings there shall be elected by ballot of the members, a Board of Directors in accordance with the provisions hereinafter set forth. The members may also transact such other business as they may deem proper.

Section 4. It shall be the duty of the president to call a special meeting of the Association as directed by resolution of the Board of Directors or upon a petition signed by a majority of the members and having been presented to the secretary. The notice of any special meetings shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two thirds (2/3) of the members present either in person or by proxy.

Section 5. Notice of meetings. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it will be held to each owner of record at least five but not more than twenty days prior to such meeting.

Section 6. Quorum. Except as otherwise provided in these by-laws, the presence in person or by proxy of the owners of thirteen apartment units shall constitute a quorum.

Section 7. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting. The owners or co-owners of each apartment shall be entitled to cast one vote per apartment unit so that the maximum number of votes that may be cast on any proposition shall be twenty-four.

Section 8. If any meetings of the Association cannot be organized because of quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting to any time not less than forty-eight hours from the time the original meeting was called.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Number and qualification. The affairs of the Association shall be governed by a Board of Directors composed of three persons, all of whom must be owners of apartments or spouses of such owners.

Section 2. Powers and duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these by-laws or the Declaration herein directed to be exercised and done by the owners.

Section 3. Other duties. In addition to the duties imposed by these by-laws or by resolution of the Association, the Board of Directors shall be responsible for the following:

- a. Care, upkeep and maintenance of the apartment buildings and the common areas and facilities and limited common areas and facilities.
- b. Collection of monthly assessments from the owners.
- c. Enforcement of the rules and regulations of the Association.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than expiration of the director's term shall be filled by a vote of majority of the remaining directors.

Section 5. Meetings. Meetings of the Board of Directors may be called by the president of the Association and shall be called at the request of any director. The president shall give not less than three days notice to each director of any meeting either personally or by mail, telephone or other means, which notices shall state the time, place and the purpose of the meeting. Presence of a director in person at any such meeting shall constitute a waiver of the above notice provision.

Section 6. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

ARTICLE III

Section 1. Designation. The officers of the association shall be a president, a vice-president, a secretary-treasurer, all of whom shall be elected at each annual meeting of the Association. Said officers shall constitute the Board of Directors of the Association. All officers shall serve for a term of one year and until their successors are elected.

Section 2. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors and shall have all of the general powers and duties which are usually vested in the office of the president of the Association.

Section 3. Vice-President. The vice-president shall perform all duties of the president when the president is absent or unable to act. He shall perform such other duties as shall be delegated to him by the president or the Board of Directors.

Section 4. Secretary-Treasurer. The secretary-treasurer shall keep the minutes of all meetings of the Board of Directors and of the Association; he shall have charge of all books and records of the Board of Directors and the Association; he shall have responsibility for keeping full and accurate accounts of all receipts and disbursements of the Association which accounts shall be open to all members of the Association at all reasonable times. He shall perform such other duties as may be specified by the Board of Directors of the Association.

ARTICLE IV

OBLIGATIONS OF OWNERS

Section 1. Assessments. All owners are obligated to pay assessments established by the Association to meet all expenses incurred by the Association in managing, protecting, repairing, replacing and improving the common areas, facilities and property of the apartment owners, including expenses incurred in maintaining in force such insurance protection as the Association or Board of Directors may deem prudent. The owners of each apartment unit shall be responsible for one twenty-fourth (1/24) of such expenses, unless the Association determines that a particular expense item will benefit one or more owners to a greater extent than other owners, in which event the Association may assess said expense in proportion to the benefit to be received. A budget establishing such proposed expenses, the amount to be assessed against each apartment unit and the time payments shall be due and payable, shall be adopted by majority vote of the members present at each annual meeting of the Association. A finance charge of one per-cent (1%) per month of the amount due, shall be assessed when a payment is thirty (30) days past due. Such finance charges shall be a lien on a owner's property to the same extent, and enforceable in the same manner as other assessments.

Section 2. Maintenance and repair.

- (a) Each owner shall perform promptly all maintenance and repair work within his own unit which if omitted would affect the property of another owner or any of the common elements.
- (b) All repairs to internal installations of each apartment unit, including doors, windows and all other accessories belonging to the apartment unit shall be at the owner's expense to the extent that the same are not covered by insurance carried in the name of the Association.
- (c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through the fault of such owner, his tenants or guests.

Section 3. Rules of conduct. The following rules shall be observed by the apartment owners:

- a. Each person while on the condominium premises shall conduct himself or herself in such manner as will not unduly disturb or annoy other occupants of the premises or unduly interfere with the use, enjoyment and occupancy of other persons lawfully upon the premises.
- b. Use of the swimming pool shall be prohibited between the hours of 11:00 o'clock p.m. and 7:00 o'clock a.m.
- c. Pets shall not be permitted in the fenced-in area of the premises adjoining the Brooks golf course, and no pets weighing over 30 pounds shall be permitted anywhere on the premises.
- d. No motor vehicle shall be permitted on the premises that is not currently licensed as required by the laws of the state of Iowa for use on the public highways or that is not in operating condition. In the event such a vehicle is on the premises for a period of more than seven days the Board of Directors, or the custodian, shall cause the same to be removed at the expense of the owner of the vehicle.
- e. Unit owners are permitted to enclose their porches or patios, but no owner shall do so without the approval of the Board of Directors who shall establish a uniform design therefore and require all enclosures to conform to said design.
- f. An owner shall not place or cause to be placed upon the stairways or walk-ways any objects that restrict or endanger the normal use of such areas.

Section 4. An owner shall permit other owners or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, providing that requests for entry are made in advance and that such entry is at a time convenient to the owner.

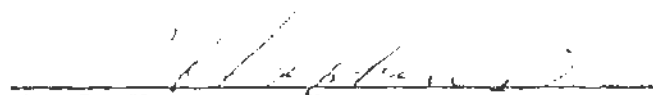
Section 5. An owner shall require all tenants and guests to abide by all rules of conduct set forth in these by-laws.

ARTICLE V

AMENDMENTS

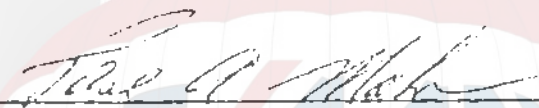
Section 1. These by-laws may be amended by the Association at any annual meeting of the Association or at any special meeting of the Association called for such purpose, but no amendment shall take effect unless approved by the owners of a majority of the apartment units.

The foregoing Amended and Substituted by-laws were passed, approved and adopted at the 1978 annual meeting of Country Club Villa Association held in Okoboji, Iowa on the 3rd day of September, 1978.


E. J. Hopkins, President

State of Iowa)
) ss
Woodbury County)

I, Paul A. Mahr, being first duly sworn, depose and state that I am the duly elected and acting Secretary-Treasurer of Country Club Villa No. 2 Association; that as such Secretary I have custody of the records of said association and said records show that the above and foregoing Amended and Substituted By-laws of Brooks Country Club Villa No. 2 Association were duly adopted by said association at its 1978 annual meeting on September 3, 1978 by a majority of the owners of the apartment units represented by said association.



Paul A. Mahr

SUBSCRIBED AND SWORN TO before me by Paul A. Mahr this 2nd day of September, 1978.



VIRGINIA FORKER Notary Public in and for the State
of Iowa

Virginia Forker 1000 Notarial Seal

11

CONDOMINIUM BY-LAWS

The owners of the condominium apartment building located on the property legally described in Exhibit A attached hereto, situated in Okoboji, Iowa, do hereby adopt the following By-laws in accordance with the Iowa "Horizontal Property Act", Senate File 117, Laws of the 60th General Assembly, State of Iowa, as amended, and in accordance with the Declaration establishing this condominium recorded in the office of the County Recorder of Dickinson County, Iowa.

ARTICLE I
MEMBERSHIP AND ADMINISTRATION

Section 1. The owners of all of the apartment units in the buildings located on the above described property shall constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the said property, approving the annual budget, establishing and collecting monthly assessments and arranging for the maintenance of the building in accordance with these By-laws, the aforesaid Declaration and the laws of the State of Iowa pertaining thereto.

Section 2. Meetings of the Association shall be held in such apartment of the apartment building or other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual meetings. The first annual meeting of the Association shall be held on the 31st day of August, 1969. Thereafter, the annual meetings of the Association shall be held on the last Saturday in August of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with these By-laws. The owners may also transact such other business of the Association as may properly come before them at such time.

Section 4. It shall be the duty of the president to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two thirds (2/3) of the owners present either in person or by proxy.

Section 5. Notice of meetings. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it will be held to each owners of record at least five but not more than ten days prior to such meeting. Mailing of notice in the manner provided by this section shall be considered notice served.

Section 6. Quorum. Except as otherwise provided in these By-laws, the presence in person or by proxy of the owners of ~~two~~ thirteen apartment units shall constitute quorum.

Section 7. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting.

Section 8. If any meeting of owners can not be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to any time not less than forty eight hours from the time the original meeting was called.

[Handwritten Signature]

ARTICLE II
BOARD OF DIRECTORS

Section 1. Number and qualification. The affairs of the Association shall be governed by a Board of Directors composed of three persons, all of whom must be owners of apartments in the apartment building.

Section 2. Powers and duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-laws or the Declaration herein directed to be exercised and done by the owners.

Section 3. Other duties. In addition to duties imposed by these By-laws or by resolution of the Association, the Board of Directors shall be responsible for the following:

- a. Care, upkeep and maintenance of the apartment building and the common areas and facilities and restricted common areas and facilities.
- b. Collection of monthly assessments from the owners.

Section 4. Election and term of office. At the first annual meeting of the Association all directors shall be elected for a term of one year. An entire Board of Directors shall be elected at each succeeding annual meeting of the Association.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than expiration of the director's term shall be filled by a vote of the majority of the remaining directors. Each person elected a director shall continue in office until a successor is elected at the next annual meeting of the Association.

Section 6. Meetings. Meetings of the Board of Directors may be called by the president of the Association and shall be called at the request of any director. The president shall give three days notice to each director of any meeting either personally or by mail, telephone or other means, which notice shall state the time, place and purpose of the meeting. Presence of a director in person at any such meeting shall constitute a waiver of the above notice provision.

Section 7. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

ARTICLE III
OFFICERS

Section 1. Designation. The officers of the Association shall be a president, a secretary and a treasurer, all of whom shall be elected by and from the Board of Directors at the first meeting of the Board of Directors following the annual meeting of the members of the Association. All officers shall serve for a term of one year.

Section 2. President. President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors and shall have all of the general powers and duties which are usually vested in the office of the president of the Association.

Section 3. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and

papers as the Board of Directors may direct and shall in general perform all the duties incident to the office of secretary.

Section 4. Treasurer. The treasurer shall have responsibility of Association funds and security and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books of the Association, which said books shall be open to all members of the Association at any time.

ARTICLE IV OBLIGATIONS OF OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all common expenses including fire insurance and extended coverage, utility bills and charges, and all other expenses reasonably appertaining to the building. The owners of each apartment unit shall be responsible for one twenty-fourth (1/24) of such expenses, and a budget setting up such proposed expenses shall be approved by the owners at each annual meeting of the Association.

Section 2. Maintenance and repair.

- a. Each owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners.
- b. All repairs of internal installations of the unit including doors, windows, and all other accessories belonging to the unit shall be at the owner's expense.
- c. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through such owner's fault.

Section 3. Use of common areas and facilities and restricted common areas and facilities.

- a. An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other project areas and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

Section 4. An owner shall permit other owners or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, providing that requests for entry are made in advance and that such entry is at a time convenient to the owner.

Section 5. Rules of conduct. Each resident shall conduct himself in the use of his apartment unit in such manner that he will not unduly interfere with the use, enjoyment and occupancy of other apartment units, and shall abide by such reasonable regulations as shall be enacted by the Board of Directors concerning the use of the premises.

ARTICLE V AMENDMENTS

Section 1. By-laws. These By-laws may be amended by the Association in a duly constituted meeting of members of the Association for such purpose, but no amendment shall take effect unless approved by the owners of a majority of the apartment units herein.

The foregoing By-laws passed and adopted at the first annual meeting of the Association of owners of the above described property, this 5th day of June, 1969.

Robert W. Mellon
Chairman

Doris V. Brown
Secretary



AMENDMENT TO DECLARATION SUBMITTING REAL ESTATE
TO A HORIZONTAL PROPERTY REGIME

WHEREAS a certain Declaration Submitting Real Estate to Horizontal Property Regime was filed by Dillon Hotels Co., the sole owner of Lot 36, Brooks Country Club Addition, Second Platting, Okoboji, Dickinson County, Iowa, on May 28, 1969, and is recorded in Miscellaneous Record M on page 75 in the office of the Dickinson County, Iowa Recorder, and

WHEREAS it has been brought to the attention of certain owners of certain real estate located on Lot 36, Brooks Country Club Addition, Second Platting, Okoboji, Dickinson County, Iowa, that there are certain items which were omitted in the original Declaration submitting said real estate to a Horizontal Property Regime, and

WHEREAS it is the desire of the owners of all of the real estate located on Lot 36 above described to amend said Declaration Submitting Real Estate to a Horizontal Property Regime in such a way as to correct the inadequacies of said original Declaration, and

WHEREAS the owners of all legal and equitable interests in said real estate have joined in this amendment and are as follows: ~~Orville Lowe and wife, Jane Lowe~~; J. J. O'Connor and wife, Jan O'Connor; Robert Pierce and wife, Elma Pierce; William J. Wolf and wife MARILYN B. Wolf; Jacob F. Vander Maten and wife, Helena A. Vander Maten; Ralph Dickerson and wife, Lona Dickerson; Robert L. McIntyre and wife, Doris McIntyre; Marilyn Moen Buckley and husband, Paul Buckley; Mabel E. Garns and husband, Raymond Garns; Sally Ballard Cory and husband, John Webster Cory; Susan E. McCormick and husband, Joe McCormick; Arthur H. Johnson and wife, Ann Johnson; and Dillon Hotels Co. and Country Club Villas, Inc.

NOW, THEREFORE, the undersigned, being all of the owners of Lot 36, Brooks Country Club Addition, Second Platting, Okoboji, Dickinson County, Iowa, do hereby amend the Declaration Submitting Real Estate to a Horizontal Property Regime filed May 28, 1969, as above set out, in the following particulars:

1. The principal materials of which the condominium structure is constructed are wood and brick.

2. A copy of the formal plan of the buildings which are the subject of this condominium dedication are filed in Book 7 page 75 ~~with this amendment~~

3. The original Declaration refers to the structures as one story buildings containing 24 apartments, whereas said buildings are in fact two story buildings containing 24 apartments.

4. As stated in the original Declaration Submitting Real Estate to a Horizontal Property Regime, this amendment shall be fully binding on the grantors herein, their successors and assigns and upon all subsequent owners of all or any part of the said real property and the improvements together with their grantees, successors, heirs, executors, administrators, devisees or assigns, and shall constitute a covenant running with the land.

~~ORVILLE LOWE~~

~~JANE LOWE~~

J. J. O'Connor
J. J. O'CONNOR

Jan O'Connor
JAN O'CONNOR

Robert Pierce
ROBERT PIERCE

Elma Pierce
ELMA PIERCE

William J. Wolf
WILLIAM J. WOLF

Marilyn B. Wolf
MARILYN B. WOLF

Jacob F. Vander Maten
JACOB F. VANDER MATEN

Helen A. Vander Maten
HELEN A. VANDER MATEN

RALPH DICKERSON

LONA DICKERSON

Robert L. McIntyre
ROBERT L. MCINTYRE

Doris McIntyre
DORIS MCINTYRE

Marilyn Moen Buckley
MARILYN MOEN BUCKLEY

Paul Buckley
PAUL BUCKLEY

Mabel E. Garns
MABEL E. GARNES

Raymond Garns
RAYMOND GARNES

SALLY BALLARD CORY

John Webster Cory
JOHN WEBSTER CORY

SUSAN E. MCCORMICK

JOE MCCORMICK

Arthur H. Johnson
ARTHUR H. JOHNSON

Ann Johnson
ANN JOHNSON

DILLON HOTELS CO.

BY *R. H. Dillon*
President

Helen A. Dillon
Secretary

COUNTRY CLUB VILLAS, INC.

BY *R. H. Dillon*
President

Helen A. Dillon
Secretary

#106

Filed at 9:47 A.M.
Jan 20, 1975

FEE \$2.50

Amendment to Condominium By-Laws, Villa #2, of the following described property:

A tract of land in the north half of the northeast quarter of section 19, Township 99 north, Range 36 west of the Fifth Principal Meridian, bounded as follows, to-wit:

Commencing at the southwest corner of the northeast quarter of the northeast quarter of Section 19, Township 99 North, Range 36 West of the Fifth Principal Meridian, and running thence north 00° 02.3' east on the west line of the northeast quarter of the northeast quarter of said Section 19, a distance of 186.10 feet to the northeasterly line of the Spirit Lake Airport property, thence north 12° 15.7' west on the northeasterly line of the Spirit Lake Airport property a distance of 406.06 feet to the point of beginning, and running from that point of beginning north 12° 15.7' west on the northeasterly line of the Spirit Lake Airport property, a distance of 360.00 feet; thence north 77° 44.3' east, a distance of 162.04 feet; thence south 12° 15.7' east, a distance of 360.00 feet; thence south 77° 44.3' west, a distance of 162.04 feet to the point of beginning. All bearings stated in this description are based on the assumption that the south line of the northeast quarter of the northeast quarter of section 19 is a true east to west line, in accordance with the Iowa "Horizontal Property Act", Senate File 117, Laws of the 60th Assembly, State of Iowa, as amended, and in accordance with the recorded declaration establishing this condominium.

The owner of the above located apartment building held a special meeting and adopted the following amendments to the By-Laws:

1. The legal description is changed to Lot 36, Brooks Country Club Addition, 2nd platting, to the Town of Okoboji, Dickinson County, Iowa, as surveyed, platted and recorded.

2. The name of the condominium owners shall be: Villa No. 2 Owners Association.

3. If a corporation owns more than 1 unit, it has the same vote as equal the number of units owned.

4. Article IV, Section 1, shall be changed as follows:

Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all common expenses including fire and extended coverage insurance, utility bills, and all other expenses reasonably appertaining to the building and grounds. The owners of each apartment unit shall be responsible for 1/24 of such expenses, except 1 bedroom units shall pay a smaller proportionate share as the 2 bedroom units. If the monthly payments are not paid on or before the 10th day of the month, a late charge of 3/4% with a minimum of \$5.00 may be charged and the same charge may be made for each additional month payments are late. In case legal action is taken said owner may be liable for attorney fees, court costs and all other costs and expenses.

The foregoing amendment was unanimously passes and adopted this 10th day of June, 1969.

Robert W. Dillon
Robert W. Dillon, Chairman

Doris V. Braesch
Doris V. Braesch, Secretary

M-595

5-28-6

DECLARATION SUBMITTING REAL ESTATE TO A HORIZONTAL
PROPERTY REGIME

WHEREAS, Dillon Hotels Co., grantor, the owner of the following described property:

A tract of land in the North half of the Northeast Quarter of Section 19, Township 99 North, Range 36 West of the Fifth Principal Meridian, bounded as follows, to-wit:

Commencing at the southwest corner of the northeast quarter of the northeast quarter of Section 19, Township 99 North, Range 36 West of the Fifth Principal Meridian, and running thence north 0° 02.3' east on the west line of the northeast quarter of the northeast quarter of said Section 19 a distance of one hundred eighty-six and ten hundredths (186.10) feet to the northeasterly line of the Spirit Lake Municipal Airport property, thence north 12° 15.7' west on the northeasterly line of the Spirit Lake Municipal Airport property a distance of four hundred six and six hundredths (406.06) feet to the point of beginning, and running from that point of beginning north 12° 15.7' west on the northeasterly line of the Spirit Lake Municipal Airport property a distance of three hundred sixty (360.00) feet; thence North 77° 44.3' east a distance of one hundred sixty-two and four hundredths (162.04) feet; thence south 12° 15.7' east a distance of three hundred sixty (360.00) feet; thence south 77° 44.3' west a distance of one hundred sixty-two and four hundredths (162.04) feet to the point of beginning. All bearings stated in this description are based on the assumption that the south line of the northeast quarter of the northeast quarter of said Section 19 is a true east to west line.

47814 Sec 19-99-36
Beech
Dobson

WHEREAS, the said grantor has constructed thereon a 24 unit multi-family structure and hereby establishes by this declaration a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the apartment units in the said multi-family structure, and the co-ownership by the individual and separate owners thereof of all of the remaining real property which is hereinafter defined and referred to herein as "common elements and facilities", all in accordance with Chapter 499B of the 1966 Code of Iowa

Now, THEREFORE, said grantor, the owner in fee simple of the above described real estate hereby makes the following declaration to submit the said real estate to a horizontal property regime in accordance with Chapter 499B of the 1966 Code of Iowa as to divisions, covenants, restrictions, limitations, conditions and uses to which the above described real property and improvements thereon may be put, hereby specifying that the said declaration shall constitute covenants to run with the land and shall be binding upon said grantor, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

- A. The structures and appurtenances constructed upon the above described real estate are one story buildings containing 24 apartments.
- B. The said grantor, in order to establish a plan of condominium ownership for the above described property and improvements, hereby covenants and agrees that it hereby divides said property into the following separate freehold estates:

The 24 separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each of the 24 apartment units in said multi-family structures constructed on said property as hereinafter defined, and referred to herein as "Apartment Spaces"; together with an undivided one twenty-fourth interest for each such apartment unit in the general common elements and facilities hereinafter described, and an undivided interest as hereinafter set forth in the limited common elements and facilities hereinafter described.

The 24 separate apartment areas in the said multi-family structures and appurtenances are as follows:

Apartment 101: Apartment 101 is that apartment space occupying the south portion of the first floor of the south building, containing 600 square feet, more or less, and consisting of two rooms, bath and patio.

Apartment 102: Apartment 102 is located immediately north of Apartment 101 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 103: Apartment 103 is located immediately north of Apartment 102 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 104: Apartment 104 is located immediately north of Apartment 103 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 105: Apartment 105 is located immediately north of Apartment 104 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 106: Apartment 106 is located immediately north of Apartment 105 and contains 600 square feet, more or less, consisting of two rooms, bath and patio.

Apartment 107: Apartment 107 is that apartment space occupying the south portion of the first floor of the north building containing 600 square feet, more or less, and consisting of two rooms, bath and patio.

Apartment 108: Apartment 108 is located immediately north of Apartment 107 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 109: Apartment 109 is located immediately north of Apartment 108 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 110: Apartment 110 is located immediately north of Apartment 109 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 111: Apartment 111 is located immediately north of Apartment 110 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 112: Apartment 112 is located immediately north of Apartment 111 and contains 600 square feet, more or less, consisting of two rooms, bath and patio.

Apartment 201: Apartment 201 is that apartment space occupying the south portion of the second floor of the south building containing 600 square feet, more or less, consisting of two rooms, bath and patio.

Apartment 202: Apartment 202 is located immediately north of Apartment 201 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 203: Apartment 203 is located immediately north of Apartment 202 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 204: Apartment 204 is located immediately north of Apartment 203 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 205: Apartment 205 is located immediately north of Apartment 204 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 206: Apartment 206 is located immediately north of Apartment 205 and contains 600 square feet, more or less, consisting of two rooms, bath and patio.

Apartment 207: Apartment 207 is that apartment space occupying the south portion of the second floor of the north building containing 600 square feet, more or less consisting of two rooms, bath and patio.

Apartment 208: Apartment 208 is located immediately north of Apartment 207 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 209: Apartment 209 is located immediately north of Apartment 208 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 210: Apartment 210 is located immediately north of Apartment 209 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 211: Apartment 211 is located immediately north of Apartment 210 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 212: Apartment 212 is located immediately north of Apartment 211 and contains 600 square feet, more or less, consisting of two rooms, bath and patio.

- C. Each of the foregoing apartment units shall in addition own a one twenty-fourth interest in and to the following common elements and facilities, to-wit:
1. All driveways, parking areas, sidewalks, lawn and shrubbery located upon the above described real estate, together with the patio and swimming pool located thereon.
 2. All foundations, exterior walls and the roof of the said apartment buildings located upon the above described real estate.
 3. All common sewer, water and electrical lines connected with the apartment building located upon the above described real estate and used in common by all 24 apartment units.
- D. The owners of each apartment unit herein shall have a one twenty-fourth interest in the Horizontal Property Regime established herein and the owner of each such apartment unit shall be entitled to one vote on all matters relative to the administration of the said regime.
- E. The said grantor herein, its successors and assigns, by this declaration, and all future owners of the apartment units or spaces herein by their acceptance of their deeds, covenant and further agree as follows:
1. That all common elements, areas and facilities shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.
 2. That the apartment units shall be occupied and used by the respective owners only as a residential dwelling; however, each owner shall have the privilege of renting their units to others.
 3. The owners of the respective apartments, units or spaces shall not be deemed to own pipes, wires, conduits, or other public utility lines running through the respective apartment spaces which are utilized for, or serve more than one apartment unit, except as tenants in common with the other unit owners as hereinafter provided. The owners of the respective apartment units shall not be deemed to be the individual owners of the exterior surface of perimeter walls and partitions of any said apartment unit, but the owner of each apartment unit shall be deemed to own the inner decorated and finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.
 4. The owners of the respective apartment units agree that if any portion of the common elements, areas and facilities encroach upon the apartment units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that the apartment building is partially or totally destroyed and then rebuilt, the owners of each apartment unit hereby agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that a valid easement for said encroachment and maintenance thereof shall exist.
 5. The owner of each apartment unit shall automatically, upon becoming such owner, be a member of the Horizontal Property Regime, hereinafter referred to as "Association", and shall remain a member of the said Association until such time as the ownership ceases for any reason, at which time his membership in said Association shall automatically cease.
 6. That the owners of each apartment unit herein covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration and the By-Laws of the Association which are made a part hereof by this reference.
 7. That each owner, tenant or occupant of an apartment unit shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association as herein stated or as hereinafter lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, or damages, for injunctive relief, and any amounts due shall constitute a lien upon the premises herein as provided by Iowa law.

8. That this Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgagees of all of the said mortgages covering the apartment unit unanimously agree to such revocations or amendment by duly recorded instruments.

9. That no owner of an apartment unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the common areas and facilities or by the abandonment of his apartment.

- F. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any apartment unit shall constitute a lien upon such apartment unit prior to all other liens except only tax liens on the apartment unit in favor of any assessing unit or special district, and all sums unpaid on any first mortgage of record. Such a lien may be foreclosed by a suit, by the manager or board of directors acting upon behalf of the owners of the apartment units, in like manner as a mortgage of real property. In any such foreclosure the apartment owner shall be required to pay reasonable rental for the apartment unit as so provided by the By-Laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association or the representatives thereof, acting on behalf of the apartment owners, shall have the power to bid in the apartment at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.
- G. Where a mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of foreclosure of a first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such apartment which became due prior to the acquisition of title to such apartment by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such acquirer, his successors and assigns.
- H. In a voluntary conveyance the grantee of an apartment unit shall be jointly and severally liable with a grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association of its representatives, setting forth the amount of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the apartment conveyed by subject to a lien for any unpaid assessments against the grantor in excess of the amount therein set forth.
- I. The owners of the respective apartment units shall have the absolute right to rent or lease the respective apartment units, same provided that such rental or lease is made subject to the covenants and restrictions contained in this Declaration.
- J. The owners of each apartment unit shall be responsible for their proportionate share of monthly payments for water, sewer, garbage pick up, and electricity used upon the premises and for one twenty-fourth of the cost of maintenance of general common elements, to be paid in such manner as may be fixed by the Association of apartment owners and in accordance with the By-Laws of the Horizontal Property Regime. The Board of Directors of the Association of apartment owners shall obtain and continue in effect fire insurance and extended coverage upon the apartment building herein in an amount of not less than eighty percent (80%) of the replacement cost of said apartment building and the owners of each apartment unit shall pay their proportionate share of the premiums for such insurance in such manner as may be specified by the By-Laws of the Association. Proceeds of any such insurance policy shall be payable to the Board of Directors of the Association, which shall be known as First Brooks Country Club Villa Owners Association.

In the event that the apartment building shall be damaged by fire, windstorm or other casualty, only to the extent that repairs can be reasonably effected within thirty days thereafter, then such repairs shall be immediately made by the Board of Directors of the said Association of Owners and the insurance proceeds used in payment thereof, with the excess cost for such repairs, if any, to be paid one twenty-fourth by the owners of each apartment unit.

In the event that the apartment building herein shall be damaged or destroyed to such extent that repairs cannot reasonably be effected within thirty days thereafter, then in such event a special meeting of the Association of owners shall be called in the manner provided by the By-Laws immediately following such damage for the purpose of determining whether such repairs should be effected. In the event that

the owners of two-thirds of the apartment units in said apartment building shall vote to rebuild, repair and restore the said apartment building at such meeting, then in such event the Board of Directors of the Association of Owners shall immediately contract to restore the apartment building. In such event the proceeds of insurance upon the premises shall be used in payment of such restoration, and any costs in excess of insurance proceeds shall be paid forthwith upon the completion of such restoration, one twenty-fourth by the owners of each apartment unit. In the event that the owners at such meeting of the Association shall fail to vote for restoration of the building by a two-thirds majority, then in such event:

1. The property shall be deemed to be owned in common by the apartment owners, with the owners of each apartment owning a one twenty-fourth interest therein.
 2. Any liens affecting any of the apartments shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the apartment owner and the property as provided herein.
 3. The property shall be subject to an action for partition at the suit of any apartment owner, in which event the proceeds of the sale of the property, together with the net proceeds of the insurance upon the property shall be considered as one fund and shall be divided among all of the apartment owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the apartment owners all liens on the undivided interest in the property owned by each apartment owner and all expenses of partition and sale of said real estate.
- K. This Declaration may be amended only by the unanimous written consent of all of the then owners of apartment units herein.
- L. All provisions of this Declaration shall be fully binding upon the grantor herein, its successors and assigns, and upon all subsequent owners of all or any part of the said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, and shall constitute a covenant running with the land.

ATTEST:

Helen A. Dillon
Secretary

DILLON HOTELS CO.

Robert W. Dillon
President

STATE OF NEBRASKA))ss.
DOUGLAS COUNTY)

On this 20th day of May, 1969, before me, the undersigned, a Notary Public in and for said County personally came Robert W. Dillon, President of Dillon Hotels Co., (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledges the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written.

Ronald D. Bourst

My commission expires the 19th day of June, 1969.

#942

Filed for Record this 28th day of May 1968 1:30 Clock P.M.

Declaration Submitting Real Estate to a Horizontal Property Regime

IONE McCLINTOCK, COUNTY RECORDER

Fee \$5.50

Dillon Hotels Co.

VEEL

Plat Book 7

Page 75

2648- 3-1-79
See amendment & approval
misc U page 475
DECLARATION SUBMITTING REAL ESTATE TO A HORIZONTAL PROPERTY REGIME

See aff BK 14 Pg 183

WHEREAS, Dillon Hotels Co., grantor, the owner of the following described property:

A tract of land in the North half of the Northeast Quarter of Section 19, Township 99 North, Range 36 West of the Fifth Principal Meridian, bounded as follows, to-wit:

Commencing at the southwest corner of the northeast quarter of the northeast quarter of Section 19, Township 99 North, Range 36 West of the Fifth Principal Meridian, and running thence north 0° 02.3' east on the west line of the northeast quarter of the northeast quarter of said Section 19 a distance of one hundred eighty-six and ten hundredths (186.10) feet to the northeasterly line of the Spirit Lake Municipal Airport property, thence north 12° 15.7' west on the northeasterly line of the Spirit Lake Municipal Airport property a distance of four hundred six and six hundredths (406.06) feet to the point of beginning, and running from that point of beginning north 12° 15.7' west on the northeasterly line of the Spirit Lake Municipal Airport property a distance of three hundred sixty (360.00) feet; thence North 77° 44.3' east a distance of one hundred sixty-two and four hundredths (162.04) feet; thence south 12° 15.7' east a distance of three hundred sixty (360.00) feet; thence south 77° 44.3' west a distance of one hundred sixty-two and four hundredths (162.04) feet to the point of beginning. All bearings stated in this description are based on the assumption that the south line of the northeast quarter of the northeast quarter of said Section 19 is a true east to west line.

WHEREAS, the said grantor has constructed thereon a 24 unit multi-family structure and hereby establishes by this declaration a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the apartment units in the said multi-family structure, and the co-ownership by the individual and separate owners thereof of all of the remaining real property which is hereinafter defined and referred to herein as "common elements and facilities", all in accordance with Chapter 499B of the 1966 Code of Iowa

Now, THEREFORE, said grantor, the owner in fee simple of the above described real estate hereby makes the following declaration to submit the said real estate to a horizontal property regime in accordance with Chapter 499B of the 1966 Code of Iowa as to divisions, covenants, restrictions, limitations, conditions and uses to which the above described real property and improvements thereon may be put, hereby specifying that the said declaration shall constitute covenants to run with the land and shall be binding upon said grantor, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

- A. The structures and appurtenances constructed upon the above described real estate are one story buildings containing 24 apartments.
- B. The said grantor, in order to establish a plan of condominium ownership for the above described property and improvements, hereby covenants and agrees that it hereby divides said property into the following separate freehold estates:

The 24 separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each of the 24 apartment units in said multi-family structures constructed on said property as hereinafter defined, and referred to herein as "Apartment Spaces"; together with an undivided one twenty-fourth interest for each such apartment unit in the general common elements and facilities hereinafter described, and an undivided interest as hereinafter set forth in the limited common elements and facilities hereinafter described.

The 24 separate apartment areas in the said multi-family structures and appurtenances are as follows:

Apartment 101: Apartment 101 is that apartment space occupying the south portion of the first floor of the south building, containing 600 square feet, more or less, and consisting of two rooms, bath and patio.

Apartment 102: Apartment 102 is located immediately north of Apartment 101 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 103: Apartment 103 is located immediately north of Apartment 102 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

See aff BK 14 Pg 183

1-30
REGISTER - 855

the owners of two-thirds of the apartment units in said apartment building shall vote to rebuild, repair and restore the said apartment building at such meeting, then in such event the Board of Directors of the Association of Owners shall immediately contract to restore the apartment building. In such event the proceeds of insurance upon the premises shall be used in payment of such restoration, and any costs in excess of insurance proceeds shall be paid forthwith upon the completion of such restoration, one twenty-fourth by the owners of each apartment unit. In the event that the owners at such meeting of the Association shall fail to vote for restoration of the building by a two-thirds majority, then in such event:

1. The property shall be deemed to be owned in common by the apartment owners, with the owners of each apartment owning a one twenty-fourth interest therein.
 2. Any liens affecting any of the apartments shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the apartment owner and the property as provided herein.
 3. The property shall be subject to an action for partition at the suit of any apartment owner, in which event the proceeds of the sale of the property, together with the net proceeds of the insurance upon the property shall be considered as one fund and shall be divided among all of the apartment owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the apartment owners all liens on the undivided interest in the property owned by each apartment owner and all expenses of partition and sale of said real estate.
- K. This Declaration may be amended only by the unanimous written consent of all of the then owners of apartment units herein.
- L. All provisions of this Declaration shall be fully binding upon the grantor herein, its successors and assigns, and upon all subsequent owners of all or any part of the said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, and shall constitute a covenant running with the land.

ATTEST:

Helen A. Dillon
Secretary

DILLON HOTELS CO.

Robert W. Dillon
President

STATE OF NEBRASKA)

)ss.

DOUGLAS COUNTY)

On this 20th day of May, 1969, before me, the undersigned, a Notary Public in and for said County personally came Robert W. Dillon, President of Dillon Hotels Co., (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledges the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written.

Ronald A. Bourst

My commission expires the 19th day of June, 1969.

Apartment 104: Apartment 104 is located immediately north of Apartment 103 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 105: Apartment 105 is located immediately north of Apartment 104 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 106: Apartment 106 is located immediately north of Apartment 105 and contains 600 square feet, more or less, consisting of two rooms, bath and patio.

Apartment 107: Apartment 107 is that apartment space occupying the south portion of the first floor of the north building containing 600 square feet, more or less, and consisting of two rooms, bath and patio.

Apartment 108: Apartment 108 is located immediately north of Apartment 107 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 109: Apartment 109 is located immediately north of Apartment 108 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 110: Apartment 110 is located immediately north of Apartment 109 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 111: Apartment 111 is located immediately north of Apartment 110 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 112: Apartment 112 is located immediately north of Apartment 111 and contains 600 square feet, more or less, consisting of two rooms, bath and patio.

Apartment 201: Apartment 201 is that apartment space occupying the south portion of the second floor of the south building containing 600 square feet, more or less, consisting of two rooms, bath and patio.

Apartment 202: Apartment 202 is located immediately north of Apartment 201 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 203: Apartment 203 is located immediately north of Apartment 202 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 204: Apartment 204 is located immediately north of Apartment 203 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 205: Apartment 205 is located immediately north of Apartment 204 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 206: Apartment 206 is located immediately north of Apartment 205 and contains 600 square feet, more or less, consisting of two rooms, bath and patio.

Apartment 207: Apartment 207 is that apartment space occupying the south portion of the second floor of the north building containing 600 square feet, more or less, consisting of two rooms, bath and patio.

Apartment 208: Apartment 208 is located immediately north of Apartment 207 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 209: Apartment 209 is located immediately north of Apartment 208 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 210: Apartment 210 is located immediately north of Apartment 209 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 211: Apartment 211 is located immediately north of Apartment 210 and contains 1,000 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 212: Apartment 212 is located immediately north of Apartment 211 and contains 600 square feet, more or less, consisting of two rooms, bath and patio.

- C. Each of the foregoing apartment units shall in addition own a one twenty-fourth interest in and to the following common elements and facilities, to-wit:
1. All driveways, parking areas, sidewalks, lawn and shrubbery located upon the above described real estate, together with the patio and swimming pool located thereon.
 2. All foundations, exterior walls and the roof of the said apartment buildings located upon the above described real estate.
 3. All common sewer, water and electrical lines connected with the apartment building located upon the above described real estate and used in common by all 24 apartment units.
- D. The owners of each apartment unit herein shall have a one twenty-fourth interest in the Horizontal Property Regime established herein and the owner of each such apartment unit shall be entitled to one vote on all matters relative to the administration of the said regime.
- E. The said grantor herein, its successors and assigns, by this declaration, and all future owners of the apartment units or spaces herein by their acceptance of their deeds, covenant and further agree as follows:
1. That all common elements, areas and facilities shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.
 2. That the apartment units shall be occupied and used by the respective owners only as a residential dwelling; however, each owner shall have the privilege of renting their units to others.
 3. The owners of the respective apartments, units or spaces shall not be deemed to own pipes, wires, conduits, or other public utility lines running through the respective apartment spaces which are utilized for, or serve more than one apartment unit, except as tenants in common with the other unit owners as hereinafter provided. The owners of the respective apartment units shall not be deemed to be the individual owners of the exterior surface of perimeter walls and partitions of any said apartment unit, but the owner of each apartment unit shall be deemed to own the inner decorated and finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.
 4. The owners of the respective apartment units agree that if any portion of the common elements, areas and facilities encroach upon the apartment units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that the apartment building is partially or totally destroyed and then rebuilt, the owners of each apartment unit hereby agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that a valid easement for said encroachment and maintenance thereof shall exist.
 5. The owner of each apartment unit shall automatically, upon becoming such owner, be a member of the Horizontal Property Regime, hereinafter referred to as "Association", and shall remain a member of the said Association until such time as the ownership ceases for any reason, at which time his membership in said Association shall automatically cease.
 6. That the owners of each apartment unit herein covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration and the By-Laws of the Association which are made a part hereof by this reference.
 7. That each owner, tenant or occupant of an apartment unit shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association as herein stated or as hereinafter lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, or damages, for injunctive relief, and any amounts due shall constitute a lien upon the premises herein as provided by Iowa law.

8. That this Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgagees of all of the said mortgages covering the apartment unit unanimously agree to such revocations or amendment by duly recorded instruments.

9. That no owner of an apartment unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the common areas and facilities or by the abandonment of his apartment.

- F. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any apartment unit shall constitute a lien upon such apartment unit prior to all other liens except only tax liens on the apartment unit in favor of any assessing unit or special district, and all sums unpaid on any first mortgage of record, Such a lien may be foreclosed by a suit, by the manager or board of directors acting upon behalf of the owners of the apartment units, in like manner as a mortgage of real property. In any such foreclosure the apartment owner shall be required to pay reasonable rental for the apartment unit as so provided by the By-Laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association or the representatives thereof, acting on behalf of the apartment owners, shall have the power to bid in the apartment at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.
- G. Where a mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of foreclosure of a first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such apartment which became due prior to the acquisition of title to such apartment by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such acquirer, his successors and assigns.
- H. In a voluntary conveyance the grantee of an apartment unit shall be jointly and severally liable with a grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association of its representatives, setting forth the amount of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the apartment conveyed by subject to a lien for any unpaid assessments against the grantor in excess of the amount therein set forth.
- I. The owners of the respective apartment units shall have the absolute right to rent or lease the respective apartment units, same provided that such rental or lease is made subject to the covenants and restrictions contained in this Declaration.
- J. The owners of each apartment unit shall be responsible for their proportionate share of monthly payments for water, sewer, garbage pick up, and electricity used upon the premises and for one twenty-fourth of the cost of maintenance of general common elements, to be paid in such manner as may be fixed by the Association of apartment owners and in accordance with the By-Laws of the Horizontal Property Regime. The Board of Directors of the Association of apartment owners shall obtain and continue in effect fire insurance and extended coverage upon the apartment building herein in an amount of not less than eighty percent (80%) of the replacement cost of said apartment building and the owners of each apartment unit shall pay their proportionate share of the premiums for such insurance in such manner as may be specified by the By-Laws of the Association. Proceeds of any such insurance policy shall be payable to the Board of Directors of the Association, which shall be known as First Brooks Country Club Villa Owners Association.

In the event that the apartment building shall be damaged by fire, windstorm or other casualty, only to the extent that repairs can be reasonably effected within thirty days thereafter, then such repairs shall be immediately made by the Board of Directors of the said Association of Owners and the insurance proceeds used in payment thereof, with the excess cost for such repairs, if any, to be paid one twenty-fourth by the owners of each apartment unit.

In the event that the apartment building herein shall be damaged or destroyed to such extent that repairs cannot reasonably be effected within thirty days thereafter, then in such event a special meeting of the Association of owners shall be called in the manner provided by the By-Laws immediately following such damage for the purpose of determining whether such repairs should be effected. In the event that