



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.

Filed at 12:14 P.M.

Sept 6, 1983

#719

FEE \$9.00

AMENDMENTS TO CONDOMINIUM BYLAWS
OF
GOLF VILLAS, INC., VILLA 8

At a duly constituted meeting of the members of the Villa 8 Owners Association also known as Owners Association of Golf Villas, Inc., held in the town of Okoboji, Dickinson County, Iowa, at 4:00 o'clock P. M. on September 3, 1983, for the purpose of amending the Bylaws and adopting other rules, the following amendments to the Bylaws of the Owners Association of Golf Villas, Inc. were adopted; all of said amendments being approved by not less than 5/8 of the member-owners:

Article IX is amended by deleting all of the former Article IX as previously amended and inserting the following:

ARTICLE IX
SWIMMING POOL

A. Pool maintenance will be performed by the person hired by the Board of Directors. Chemicals shall be bought and used as directed by such chemical company as the Board of Directors may select from time to time.

B. The pool equipment shed will be locked at all times to prevent vandalism and to prevent unauthorized persons from tampering with the pool equipment.

C. Any criticism or suggestions for pool maintenance or improvement shall be directed to a member of the Board of Directors, and it will be conveyed immediately to the person or persons responsible for the pool maintenance.

D. Because of the fact that the pool and pool area are small and the pool is intended as a private pool, certain rules governing the use of the pool must be enforced so as to insure the rights of the owners and bona fide tenants to enjoy the facilities provided. In order to insure this right, the following rules are adopted for use of the pool and pool area:

1. No glass containers shall be taken into the pool area.
2. No food shall be allowed in the pool area.
3. A throwable safety device shall be provided and shall not be removed from the pool area.
4. A long pole with hook attached shall be provided and shall not be removed from the pool area.
5. No personal bathing nor hair washing shall be allowed in the pool area.
6. All children under age 12 must be accompanied by an adult.
7. The pool will close at 10:30 P.M. unless special permission is granted by the Board of Directors.
8. No pets nor animals are to be permitted inside the pool enclosure.
9. No cooking nor picnic materials are to be allowed inside the pool enclosure.
10. No personal lounge nor play equipment shall be left in the pool area after use. This shall not preclude the permanent placement of such pool furniture as the Board of Directors may place inside the pool enclosure.
11. There shall be no running in the pool area.
12. Each owner or bona fide tenant who uses the pool will be responsible for his or her own litter and the litter of his or her guests and will be obligated to clean it up and remove it from the pool area.
13. No guests shall be permitted in the pool except when accompanied by an owner or a bona fide tenant of one of the eight units within Villa 8.
14. Guests who reside in Dickinson County, Iowa, shall be permitted in the pool area but not more frequently than two (2) times per week.
15. If at anytime any owner, owners, renter or renters have a combined number of guests exceeding four, none of said guests shall remain in the pool area longer than one hour in any one day.
16. Sunbathing is permissible, but if any oil or lotion is applied to the sunbather's body, it must be washed off by appropriate shower or bath prior to entering the pool.
17. Any owner or bona fide tenant who violates the rules as herein specified, or permits a guest or guests to violate these rules, shall be subject to losing that owner's or tenant's rights to use the pool for a period of two weeks. In the event of complaints as to violation of these rules, they shall be made to a member of the Board of Directors who shall call a meeting to determine the accuracy of the complaint, with the owner or bona fide tenant being notified of such meeting. If it is found that the rules have been violated by the owner or tenant or guests of the owner

or tenant, the Board of Directors shall have authority to prohibit that owner or tenant from the use of the pool and the pool facilities for a period of two weeks or, at the discretion of the Board of Directors, said Board may place such owner or tenant on probation for the balance of that season, and in the event of a violation of said probation, the owner or tenant responsible for such violation shall be prohibited from using the pool or the pool area for the balance of that season. The responsibility for the enforcement of this provision of the swimming pool rules shall be placed with the Board of Directors of this Association.

I hereby certify that at a meeting held as above stated for the purpose of amending the Bylaws, the above and foregoing amendments to the Bylaws were duly adopted as stated herein.

VILLA 8 OWNERS ASSOCIATION

BY Clare J. DeKoster President
 BY Francis T. Shadle Secretary

STATE OF IOWA
 DICKINSON COUNTY ss:

On this 6th day of September, 1983, before me, the undersigned, a Notary Public in and for Iowa, personally appeared Clare J. DeKoster and Francis T. Shadle to me known to be the identical persons who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Clare J. DeKoster
Francis T. Shadle

Jack H. Bedell
 Jack H. Bedell, Notary Public
 in and for Iowa

Villa 8

CONDOMINIUM BY-LAWS

Brooks
8-31-93

Golf Villas, Inc. the owner of the condominium apartment building located on the South 260 feet of Lot 38, Brooks Country Club Addition, Third Platting, to the Town of Okoboji, Dickinson County, Iowa, as surveyed, platted and recorded does 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 annual meetings of the Association shall be held on the last Saturday in August of each 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 five-eighths (5/8) 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 five 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.

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

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 surfaces 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

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, approved and adopted by the owner of the above described property this 7th day of January 1975.

ATTEST:

Golf Villas, Inc.

John W. Dillon
Secretary

Robert W. Dillon
President

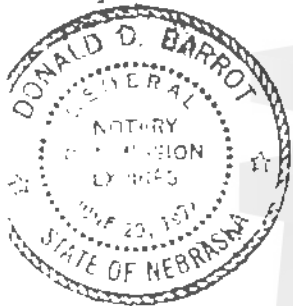
STATE OF NEBRASKA) ss
DOUGLAS COUNTY)

On this 7th day of January, 1975, before me, the undersigned, a Notary Public in and for said county personally came Robert W. Dillon, President of Golf Villas, Inc., an Iowa 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.

Donald D. Barrot
Notary Public

My commission expires the 19th day of June, 1977.



AMENDMENTS TO CONDOMINIUM BYLAWS

At a duly constituted meeting of the members of the Owners Association of Golf Villas, Inc. held in the Knights Room of Brooks Lodge in the Town of Okoboji, Dickinson County, Iowa, at 7:00 P.M. on June 19, 1977, for the purpose of amending the Bylaws and adopting other rules, the following amendments to the Bylaws of the Owners Association for Golf Villas, Inc. were adopted, all of said amendments being approved by no less than 3/4 of the member owners:

ARTICLE I is amended by adding to Section 7 the following:

"No proxy shall extend beyond a period of 11 months from the time of its original filing."

ARTICLE II, Section 3 is amended by adding the following:

"C. Front enclosures to the individual apartments are optional with the individual owners, but if such front enclosures are added, they shall conform to the building design and color and shall complement the building.

D. All front enclosures must be painted or stained so as to be the same color as the exterior of the building.

E. Temporary weather-tight winter enclosures on said front enclosures shall be permitted but must be removed in the spring.

F. Nothing shall be attached to the outside walls of the building without first obtaining the approval of a majority of the owners.

G. Removable name signs shall be allowed on the exterior walls of the building.

H. No signs other than name signs or designs or other materials shall be placed on the exterior walls except "for sale" or "for rent" signs are permitted."

ARTICLE II is amended by adding the following:

"Section 8. It shall be the duty of the Board of Directors to receive and hear complaints from members on any matter involving the functions of the Owners Association, their duties and activities. The Board of Directors shall dispose of such complaints as the Board of Directors deems appropriate.

Section 9. In exercising its powers and duties, the Board of Directors shall not spend in excess of \$500.00, except as is specifically provided in the Declaration Submitting the Property to a Horizontal Property Regime, without first obtaining the approval and authority of a majority of the members. This limitation shall not apply to the acquisition of insurance and the payment of premiums therefor."

ARTICLE IV is amended by adding the following:

"Section 6. The apartment units shall be used only for such purposes as are authorized under the zoning ordinance of the City of Okoboji and by the rules and regulations of this Association. Each owner shall observe, comply with

and perform all rules, regulations, ordinances and laws made by any governmental authority of the City of Okoboji, State of Iowa, and Federal Government applicable to the condominium property.

Section 7. Each unit owner shall be liable to the Association for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness or that of any member of his family, guests or lessees, which liability shall include any increase in insurance rates resulting therefrom.

Section 8. Nothing shall be altered in, constructed in, or removed from the common elements and facilities except upon the written consent of the Board of Directors of the Association."

The following amendment shall be designated as ARTICLE VI:

ARTICLE VI
GOLF COURSE GROUNDS OR EAST GROUNDS

- A. All landscaping shall be uniform.
- B. No personal flower or vegetable gardens are permitted except existing plantings which shall be permitted to remain during 1977 only. Flower pots or vegetable pots are permitted on the patio cement.
- C. No permanent devices or installations shall be made other than bird feeders.
- D. All personal lounges and play equipment must be removed from the common area after usage.
- E. Snowmobiles are permitted from the first frost to the last frost but shall not be permitted when the lawn is no longer frozen.
- F. No dogs or pets are permitted on the east grounds.
- G. Any dog or pet shall be limited to a 15 pound maximum weight, except that any dog or pet owned by any owner as of June 19, 1977, shall be considered a nonconforming use and shall be allowed to remain but shall not be replaced.

The following amendment shall be designated as ARTICLE VII:

ARTICLE VII
WEST GROUNDS

- A. All landscaping shall be uniform.
- B. No permanent devices are allowed to be installed.
- C. A flower and/or vegetable garden area will be designated by the Board of Directors for each owner's use.
- D. All recreation and lounge equipment shall be removed after usage.

E. Owners' and guests' dogs are allowed on the west grounds. All owners must clean up after their pets and their guests' pets and repair any damage caused by said pets. All dogs must be on a leash.

F. No tents shall be permitted on the west grounds nor is any form of overnight camping allowed.

G. Snowmobiles are permitted from the first frost to the last frost but must be removed when the lawn is no longer frozen.

The following amendment shall be designated as ARTICLE VIII:

ARTICLE VIII
PARKING AREA

A. The parking area shall not be used for parking or storing:

1. Boats for more than 96 hours
2. Snowmobiles
3. Trailers of any type for more than 96 hours
4. Bicycles
5. Motor homes or campers for more than 96 hours
6. Golf carts

B. Trucks and pickups used for commercial or business purposes are not allowed to remain in the parking area any longer than it takes for the owner or operator to perform the delivery, maintenance or repair at the condominium site.

C. If a pickup or a van is used as a second vehicle or for personal use only, it will constitute an allowable vehicle.

D. The parking lot shall be used for the owners and their guests for the parking of automobiles, with the above exceptions.

E. Violators of this Article of the Bylaws shall be subject to such penalties as may be determined by the Board of Directors.

The following amendment shall be designated as ARTICLE IX:

ARTICLE IX
SWIMMING POOL

A. Pool maintenance will be performed by the person or persons hired by the Board of Directors and by no one else. All chemicals are to be bought and supervised by a chemical company selected by the Board of Directors.

B. The pool equipment shed shall be locked at all times to prevent vandalism and unauthorized persons from tampering with the pool equipment.

C. Any criticism or suggestions for pool maintenance or improvement shall be directed to a member of the Board of Directors who will in turn convey appropriate criticism and suggestions to those persons responsible for the pool maintenance.

D. The Board of Directors shall adopt permanent rules for the use of the pool, which rules shall be distributed to the various members from time to time.

I hereby certify that at a meeting held on June 19, 1977, for the purpose of amending the Bylaws, the above and foregoing amendments to Bylaws were duly adopted as stated therein.

VILLA 8 OWNERS ASSOCIATION

BY: *William Keith*
William Keith, President

BY: *Clare DeKoster*
Clare DeKoster, Secretary

STATE OF IOWA
DICKINSON COUNTY ss:

Received
On the 23rd day of June, 1977, before me, the undersigned Notary Public in and for said County and State, personally appeared William Keith, President of Villa 8 Owners Association, and Clare DeKoster, Secretary of Villa 8 Owners Association, to me personally known to be the President and Secretary respectively, and acknowledged that they did execute the foregoing Amendments to Bylaws as their voluntary act and deed as such officers, and the voluntary act and deed of said Association.

Donna D. Smith IOWA
Notarial Seal

Donna D. Smith
Notary Public in and for
Dickinson County, Iowa

Received

AMENDMENTS TO CONDOMINIUM BYLAWS

At a duly constituted meeting of the members of Villa 8 Owners Association also known as Owners Association of Golf Villas, Inc. held at the Country Club Lodge at Okoboji, Iowa, on May 31, 1981, at 4:00 P.M. which meeting was held for the purpose of amending the Bylaws and adopting other rules, the following amendments to the Bylaws of the Owners Association of Golf Villas, Inc. as the same pertained to Villa 8 were adopted. All of said amendments being approved by no less than 3/4 of the member owners:

ARTICLE IV, Obligations of Owners is hereby amended by adding following:

Section 9. No apartment shall be leased for a period of less than 6 months, and there shall be not more than 2 changes of occupancy during any 12 consecutive month period. Since the problem of indoctrination and familiarization with rules and regulations will be increased by a violation of this Section, any owner of an apartment violating this Section shall be required to pay to the Owners Association 3 times the normal monthly assessment assessed against other apartment owners, which assessment shall continue for a 6 month period following the violation and shall continue for a 6 month period after each violation thereafter.

At a duly constituted meeting of the members of the Owners Association of Golf Villas, Inc. also known as Villa 8 Owners Association held in Apartment Unit 3 of said Villa 8 in the City of Okoboji, Dickinson County, Iowa, on June 17, 1979, at 4:00 P.M. which meeting was held for the purpose of amending the Bylaws and adopting other rules, the following amendment to the Bylaws of the Owners Association of Golf Villas, Inc. also known as Villa 8 Owners Association was adopted. All of said amendment being approved by no less than 3/4 of the member owners. Said amendment is as follows:

ARTICLE VI, paragraph C is deleted and the following inserted in lieu thereof, "No permanent device on golf course grounds or East grounds."

ARTICLE VII, Section E is hereby amended by adding the following: After June 17, 1979, no pets or dogs will be allowed by any owner of Villa 8 and any pets of owners' guests will be subject to the Horizontal Regime as shown in Article VII, paragraph E. (The only exception to this amendment shall be owners who have pets on the premises as of June 17, 1979.)

I hereby certify that at a meeting held as above stated for the purpose of amending the Bylaws, the above and foregoing Amendments to Bylaws were duly adopted as stated therein.

VILLA 8 OWNERS ASSOCIATION

By: Clare DeKoster
Clare DeKoster, President

By: Francis Shadle
Francis Shadle, Secretary

RECORDED ON 11/10/81

SOLL 2 IMAGES 2117-18