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## RULES AND REGULATIONS TERRACE OAKS ESTATES

1. **CONDO DUES:** are to be paid every month by the 1st of each month. (You can pay more than one month at a time.) The Condo Insurance is due ONCE a year in one payment EVERY July 1st for the buildings, common areas, docks, etc. Your amount will be in the year end report according to the amount of your square footage.
2. No "For Sale" signs are allowed at Terrace Oaks Estates. When a unit is For Sale, a sign will be hung on the entrance sign saying: "Unit for sale - Call your Realtor".
3. Motor homes and trailers are ONLY allowed to be parked at TERRACE OAKS ESTATES for one week and then are to be moved elsewhere. No trucks or trailers are allowed to be parked on TOE parking areas. They are only allowed for loading and unloading. Pick-ups are allowed.
4. NOTHING is to be changed on the outside of the building, such as light fixtures, decks, screened in porches, vents in the roof, etc. without prior approval from the Board of Directors. (Christmas decorations are okay.)
5. If you want to have a pool party, reserve your time with the President or Officer of TOE. No RESERVATIONS ON HOLIDAYS! It is your responsibility to clean up any mess you make at the pool, docks, or common areas.
6. It is each building's responsibility to shovel the snow at their entrances and sidewalks and to take turns cleaning the hallways in their buildings.
7. If you have a problem in the "Common Areas" of your condo, contact a member of the Board of Directors. If you have a problem in your condo, it is your responsibility.
8. Dock slips cannot be sublet to anyone. If you want extra dock sections, it is your responsibility to purchase the amount you want or need at your own expense.
9. It is your responsibility to give a key to your condo, to a Board of Director in case of fire or an emergency. Please be respectful - keep the noise down after 10PM.
10. It is your responsibility to tell the Board of Directors IF you rent your condo do that we know who belongs here. PLEASE INFORM RENTERS OF ALL OF OUR RULES.
11. Do Not park by the dumpsters on Monday or Thursday AM for garbage pick up. GREEN BAGS purchased from the city must be used for garbage put into the dumpsters. The city will refuse to pick up the garbage if something is put in the dumpster not in a green bag.
12. Dogs are limited to 15# and must be house dogs. When outside, they are to be on leashes; and if they relieve themselves, it is your responsibility to clean it up.
13. New Owners, or hoist covers purchased new by an existing owner must be WHITE.
14. We encourage owners not to rent their units for less than one month.

**IF YOU HAVE ANY QUESTIONS, PLEASE TALK TO A MEMBER OF THE BOARD OF DIRECTORS!**

FYI: Recyclables are picked up the 2nd Wednesday of each month.

Pay monthly dues of \$90.00 to: Pam Kragt  
Due 1st of each month 100.00  
101 19th St. # 703  
Spirit Lake, IA. 51360

DECLARATION OF ESTABLISHMENT OF A HORIZONTAL PROPERTY REGIME  
(CONDOMINIUM) TO BE KNOWN AS

TERRACE OAKS ESTATES

The undersigned, Acorn Corp., hereinafter referred to as Developer, for itself, its successors, grantees, and assigns hereby submits the following Declaration of Establishment of Horizontal Property Regime known as Terrace Oaks Estates all in compliance with Chapter 499B of the 1983 Code of Iowa.

I. DESCRIPTION OF REAL ESTATE. The Developer hereby submits the land herein described to the condominium form of ownership and pursuant to the provisions of Chapter 499B of the 1983 Code of Iowa, commits said real estate and any buildings located thereon to the establishment of a horizontal property regime and a condominium form of ownership. Such real estate being described as follows:

Lots 9 through 13, inclusive, in Lombard's Subdivision of Lots 1, 2, and 3, in Block 4, Mabel's Addition to the Town of Spirit Lake, Dickinson County, Iowa; and

That portion of Lombard's Sub-division of Lots 1, 2, and 3, in Block 4, Mabel's Addition to Spirit Lake, described as follows:

Beginning at the Northeast corner of Lot 6, in said Plat of Lombard's Sub-division; thence South along the East line of said Lots 6, 7, and 8, 297 feet to the Southeast corner of Lot 8, in said Plat of Lombard's Sub-division; thence East 66 feet to the Southwest corner of Lot 9, in said Lombard's Sub-division; thence North along the West line of Lots 9, 10, 11, 12, and 13, in the Plat of said Lombard's Sub-division a distance of 297 feet to the Northwest corner of said Lot 13; thence West 66 feet to the point of beginning;

AND to the East 15 feet of Lots 6, 7, and 8, in Lombard's Sub-division of Lots 1, 2, and 3, in Block 4, Mabel's Addition to the Town of Spirit Lake, Dickinson County, Iowa.

II. DEFINITIONS. The terms used herein and in the By-Laws which are attached hereto shall have the meanings stated in Chapter 499B of the 1983 Code of Iowa, unless the context otherwise requires.

III. DEVELOPMENT PLAN. This Declaration of Establishment of a Horizontal Property Regime established the following:

A. Survey and Site Plan. A plat of the land showing the above described area is hereto attached marked Exhibit A, showing the following:

1. The area showing the apartment building labeled "new six-unit condominium"
2. The area reserved for the future development of a three-unit condominium
3. The area reserved for the development of a future six-unit condominium adjacent to the lakeshore area and adjacent to the south line of the subject real estate
4. The area reserved for the development of a future six-unit condominium located in the southwesterly portion of the subject real estate
5. The remainder of the area being the area owned in common by the owners of the condominium units which is for the development of a swimming pool, parking areas, walkways, driveways, beach and dock area as well as general common yards and landscaping.

B. Copy of Floor Plans and Description of Buildings.

Attached hereto is Exhibit A which is a full and exact copy of the building plan for the new six-unit condominium as set out on the Plat of Oak Shores Addition. Such plans show graphically all particulars of the building including the dimensions, area and location of common elements and special elements which serve one or more, but not all of the apartment units.

The said Exhibit A also sets out the description of the building and the materials used in the construction of said building which has in fact been constructed at the time of the filing of this declaration.

C. Apartments. The Terrace Oaks Estate shall include six apartment units located in the building designated "new six-unit condominium". The floor plans for each of said units is made a part of Exhibit A

and attached hereto.

D. Free-Hold Estates. The said Developer, in order to establish a plan of condominium ownership for the above described real estate and the improvements located thereon or to be located thereon hereby covenant and agree that said real estate is divided into twenty-one separate free-hold estates:

1. The twenty-one separately designated and legally described free-hold estates consist of the spaces or areas contained in the perimeter walls of each of the apartments that are built or are to be built in said structure or structures, together with an undivided one-twenty first (1/21) interest for each such apartment unit in the general common elements and facilities hereby established.
2. The first six apartments are located in the building designated "new six-unit condominium" on the plot plan which is a part of Exhibit A and the dimensions of each of said apartments is shown graphically on the main floor plan and second floor plan together with the basement plan for the six units.

E. Common Elements and Facilities. Each of the owners of the foregoing apartment units shall in addition, own a one-twenty first (1/21) interest in and to the following common elements and facilities to-wit:

1. All foundations, exterior walls, and the roof of the said apartment building located on the above described real estate.
2. All common sewer, water, and electric lines within the apartment building located upon the above described real property and used in common by the owners of the apartment units in said building.
3. All driveways, parking areas, sidewalks, lawn and shrubbery located upon the above described real estate.

4. All common sewer, water, and electrical lines not in the apartment building itself, but connected thereto and located upon the above described real estate.

5. All other land area not occupied by the total development of the six-unit condominium or not reserved by the developer for the future development of condominium apartments, which common elements are dedicated to the nonexclusive use of all apartment owners, guests, tenants and the developer and shall be called common elements. Also shown on the plot plan is the beach area which shall also be considered as common area and be a part of the common elements for the nonexclusive use of all apartment owners, guests and tenants.

6. Terrace Oaks Estates Owners Association shall have the right to construct a dock or docks in such a manner as to assure in a practical manner to the individual unit owners the full utilization of the waters and use thereof of East Okoboji Lake.

F. Individual Interests Defined. For the purpose of maintenance, upkeep, management, insurance, etc., this development shall be treated as one.

1. ASSOCIATION. The owner of each apartment unit shall automatically, upon becoming such owner, be a member of the horizontal property regime, hereinafter referred to as 'Terrace Oaks Estates Owners' Association, and shall remain a member of said Association until such time as the ownership ceases for any reason, at which time membership in said Association shall automatically cease.

2. EASEMENTS. The apartments and the common elements of said property designated on Exhibit A shall also have and be subject to the following easements:

a. Each apartment shall have appurtenant thereto non-exclusive easements in the common elements

designated for such purpose for ingress to, egress from, utility services for, and support of such apartment, and in the other common elements for use according to their respective purposes.

b. If any part of the common elements encroaches upon any apartment, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event the building shall be partially or totally destroyed and then rebuilt, minor encroachments upon any part of the common elements due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

c. The Terrace Oaks Estates Owners' Association shall have the right, to be exercised by its officers, to enter each apartment from time to time during reasonable hours as may be necessary for the operation of the development or for making emergency repairs therein necessary to prevent damage to any apartment or the common elements.

3. TERRACE OAKS ESTATES OWNERS' ASSOCIATION. Administration of the building shall be vested in Terrace Oaks Estates Owners' Association consisting of all of the owners of apartments within the development in accordance with the By-Laws of the Terrace Oaks Estates Owners' Association attached hereto and made a part hereof as Exhibit B. The owner or owners of any one apartment shall be entitled to one vote in said Association. Operation of the development and maintenance, repair, replacement and restoration of the common elements of the condominium building and any additions and alterations thereto, shall be in accordance with the provisions of said Horizontal Property Act,

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this Declaration and the By-Laws of the Association, except that the Developer hereby reserves the right to construct three (3) separate additional condominium apartment buildings as is designated on the plot plan made a part of Exhibit A. The owner of each apartment shall be solely responsible for the maintenance, repair, replacement and restoration of each apartment except as otherwise divided herein and in the By-Laws and the Association shall be responsible for all common elements of the condominium building.

4. CHARGES, COSTS AND EXPENSES. All charges, costs and expenses whatsoever incurred by the Terrace Oaks Estate Owners' Association for or in connection with the administration of the building or buildings and maintenance, repair and replacement and restoration of the common elements, any additions and alterations thereto, all labor, services, materials, supplies and equipment thereof, all liability whatsoever for loss or damage arising out of or in connection with the common elements or any accident or fire on the common elements or any nuisance thereon, and all premiums for hazard and liability insurance herein required with respect to the building, shall constitute common expenses in the development for their respective proportionate shares of which the apartment owners shall be severally liable.

No apartment owner may exempt himself or herself from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or casements or by abandonment of his apartment.



All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any apartment shall constitute a lien on such apartment prior to all other liens, except only (1) liens for taxes and assessments lawfully imposed by governmental authority against such apartment, and (2) all sums secured by mortgages of record. Such lien may be foreclosed by suit by the Owners' Association in like manner as a mortgage of real property provided that thirty (30) days written notice of the intention to foreclose shall be mailed, postage prepaid, to all persons having any interest in such apartment as shown by the Owners' Association's record of ownership. The officers acting on behalf of the Association shall have the power to bid in such apartment at foreclosure sale and to acquire, hold, lease, mortgage and convey such apartment. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

G. Amendments and Rebuilding. This Declaration establishing a horizontal property regime and the By-Laws of the Terrace Oaks Estates Owners' Association<sup>®</sup> may be amended in the following manner as well as in the manner elsewhere provided:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. RESOLUTION. A resolution adopting a proposed amendment may be proposed by either the officers of the Association or by the members of the Association. Officers and members not present at the meeting considering the amendment may express their approval in writing. Except as otherwise provided, such

approvals must be by not less than seventy-five (75) percent of the votes of the members of the Association.

3. AGREEMENT. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the recorded owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Dickinson County, Iowa.
4. PROVISIO. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expense unless the record owner of the apartment concerned and all record owners of mortgages thereon shall join in the execution of the amendment. A change in the ownership of the common elements shall occur however as is provided under the reservation of the developer's rights set out below.
5. EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Dickinson County, Iowa.

6. INSURANCE AND DECISION TO REBUILD BUILDING. The officers of the Terrace Oaks Estates Owners Association shall obtain and continue in effect, fire insurance and extended coverage upon the apartment building or buildings herein, in an amount of not less than eighty (80) percent of the replacement cost of said apartment building or buildings, and the owners of each apartment unit shall pay their proportionate of the premium for such insurance the same as set out for other expenses above. Proceeds of any such insurance policy shall be payable to the officers of the Owners' Association.

In the event that an apartment building shall be damaged by fire, wind, storm or other casualty, only to the extent that repairs can be reasonably affected within thirty days thereafter. Then such repairs shall be immediately made by the officers of said association and the insurance proceeds used in payment thereof with the excess costs for such repairs, if any, to be paid by the owners of the apartments in such building in proportion to the number of apartments there are in such building.

In the event that the apartment building shall be damaged or destroyed to such an extent that repairs cannot reasonably be affected within thirty days thereafter, then in such event, a special meeting of the Owners' Association 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 affected. 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 said meeting, then in such event, the officers of the said Association shall

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immediately contract to restore the apartment building. In such event, the proceeds of insurance from the premises shall be used in payment of such restoration, and any costs in excess of the insurance proceeds shall be paid forthwith upon the completion of said restoration by the owner or owners of each apartment building paying that owners proportionate share of the total cost of such restoration all in proportion to the number of apartments in that building. In the event that the owners at such meeting of the Association shall not vote for restoration of the building by a two-thirds majority, then in such event:

a. The property shall be deemed to be owned in common by the apartment owners with the owners of each apartment owning a proportionate share equal to the fraction of one over the number of apartments in said building.

b. Any liens affecting any of the apartments shall be deemed to be transferred in accordance with the existing priority to the percentage of the undivided interest in the apartment owner and said apartment owner's property as provided herein.

c. The property shall be subject to an action for partition at the commencement of litigation by any apartment owner in which event the proceeds of the sale of property together with the net proceeds of the insurance upon the property shall be considered 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 building 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 in sale of said real estate.

7. The owners of the respective apartment units shall

have the absolute right to rent or lease the respective apartment units, provided that such rentals or lease is made subject to the covenants and restrictions contained in this Declaration, and provided that said rentals shall comply with the By-Laws as the same may be amended from time to time.

8. RESERVED DEVELOPERS' RIGHTS. At the time of the filing of this Declaration, only one building containing six apartment units has been constructed which building houses units 101, 102, 103, 104, 201, and 202. The Developer reserves the right to construct and develop for future use a three-apartment unit condominium and two buildings of six-apartment condominium units each. The floor plans for such buildings shall be filed at the time of first offering any apartment units for sale in any future constructed building and the same shall be filed as an amendment to this Declaration. Said buildings need not be in the exact size and dimensions as is set out on the plot plan, but shall be located in the general vicinity of the proposed future buildings as is set out on the plot plan attached to Exhibit A. Such amendment need be signed only by the developer and shall not require the consent nor the signatures of other apartment owners. In the event said future units have not been constructed by the year 1990, the right of the developer to build additional buildings shall terminate and the interest in the common elements and facilities of this condominium shall be increased to a fraction which shall be one over the number of actual apartments then in existence.

Whenever a future building is constructed, the voting rights pertinent to an owner's rights shall be determined when one of said apartments has been

sold to member of the general public and is no longer owned by the developer. Then each of the owners of each apartment shall be entitled to one vote in connection with the Owners' Association.

9. LIMITED COMMON ELEMENTS AND FACILITIES. There are certain limited common elements and facilities which shall consist of entryways to the various apartments and wherever an entryway is for the purpose of entrance to more than one apartment, such entryway shall be deemed to be a limited common element and facility for the use of the owners of the apartments to which they provide access. The placement of furniture, carpeting or other ornamental objects shall be governed by the Owners' Association and in the event any repairs are necessary to such limited common elements, the repairs shall be made out of the general funds of the Owners' Association and shall be paid for by the entire association and not merely by those persons sharing those limited facilities.
10. SWIMMING POOL. The swimming pool shall be deemed a part of the common elements and facilities and shall be controlled and maintained by the officers of the Owners' Association. The officers of the Owners' Association shall establish rules and regulations so as to govern the use of said pool in such a manner as to make the pool available to all owners and their guests, but in such a manner as to refrain from the interference with the peaceful enjoyment of said pool by the other owners and their guests. The officers of the Owners' Association shall have the authority to invoke such penalties as may be reasonable for abuses of the rules of the

swimming pool or for abuses of the rules governing the use of the common elements or limited common elements and facilities as are set out herein and as are set out in the By-Laws and as may be adopted in the form of rules and regulations from time to time.

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

ACORN CORP.

By: \_\_\_\_\_ President  
\_\_\_\_\_ Secretary

STATE OF IOWA     )  
                          ) ss  
DICKINSON COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1984, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_ who did acknowledge that they were the President and Secretary respectively of Acorn Corp. and they acknowledge that they executed the same voluntarily and as the officers of Acorn Corp. by authority of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public, in and for Dickinson County, Iowa.

#06591

Fee \$14.00

Filed at 11:22 AM  
October 14, 2009INSTR. NO. 09-06591

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2009 OCT 14 AM 11 22

JAN BORTSCHELLER  
RECORDER  
DICKINSON COUNTY, IOWA  
FEE \$ 14.00**TERRACE OAKS ESTATES OWNERS' ASSOCIATION BY-LAW AMENDMENTS**

At the 2009 annual meeting of the Terrace Oaks Estates Owners' Association, upon due and proper notice thereof, the following amendments to **BY-LAWS OF TERRACE OAKS ESTATES OWNERS' ASSOCIATION** numbered 1, and 3 through 13 were proposed, passed, and enacted, by unanimous vote of all members present representing more than 75% of the owners. Amendment 2 was proposed and unanimously approved at that same meeting and agreed to in writing following that meeting by signatures of the owners.

The original **DECLARATION OF ESTABLISHMENT OF A HORIZONTAL PROPERTY REGIME (CONDOMINIUM) TO BE KNOWN AS TERRACE OAKS ESTATES**, which was filed on May 25, 1984, in Misc. Book X, page 975 is hereby amended by appending a new section with 13 subparagraphs as enumerated as amendments to the By-Laws below:

1. By-Law paragraph I-B is replaced by the words: "The fiscal year of the Association shall be from July 1 through June 30."
2. By-Law paragraph II-A, the first sentence is replaced with the words: "The annual members' meeting shall be held at the office of the Association or at such place as may be designated by the President at an hour determined by a vote of the Association, sometime in the first two weeks of July for the purpose of transacting any business authorized to be transacted by the members."
3. By-Law paragraph II-C is replaced with the words: "Notice of all meetings of members of the Association stating the time and place and the objectives for which the meeting is called shall be given by the President or Vice President or Secretary to each member of the Association. Such notice shall be in writing, via email or telephone, or by posting on the apartment door of each member; and shall be at least 10 days prior to the date of the meeting. The method of such notice shall be noted in the minutes."
4. By-Law paragraph II-D is amended by deleting the last sentence, which reads: "The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum."
5. By-Law paragraph II-G-1 is replaced with the words: "If the President is not present, election of chairman of the meeting"
6. By-Law paragraph III-A is replaced by the words: "Membership. The affairs of the Association shall be managed by a Board of Directors which shall be made up of the President, Vice President, Secretary, Treasurer, and Past President of the Owners' Association."
7. By-Law paragraph III-C is added with the words: "Meetings. In the event that a quorum of the current members of the Board of Directors cannot be physically present at a meeting, business may still be conducted via teleconferencing so long as the members of the Board of Directors participating in the meeting are able to hear and to speak to each other."
8. By-Law paragraph III-D is added reading: "Vacancies. Any vacancy of the five member Board of Directors shall be filled by a majority vote of the remaining members of the Board of Directors, subject to ratification by a majority vote of the members of the Association present at the next annual or special meeting of the members of the Association."
9. By-Law paragraph IV-A is replaced with the words: "The executive officers of the Association  
(continued to sheet 2 of 2)



shall be a President, Vice President, Secretary, and Treasurer, who shall each be elected for two-year terms on alternate years by the members of the Association at their annual meeting; the President and Secretary shall be elected on odd numbered years and the Vice President and Treasurer shall be elected on even numbered years. The fifth board member, nominally the past President of the Association, shall be elected for a one-year term by the members of the Association at their annual meeting. No person may hold more than one office."

10. By-Law paragraphs V-A-2 and 3 are replaced with a single paragraph 2, with the words: "Reserve for deferred maintenance which shall include funds for maintenance items which occur less frequently than annually, and for repair or replacement required because of damage, depreciation, or obsolescence."
11. By-Law paragraph V-C is replaced with the words: "Assessments. Annual assessments against the apartment owners for their share of the items of the budget shall be made for the fiscal year and approved by the members of the Association at the annual meeting. Such assessments shall be due in monthly payments in advance by the first of every month. (Payments for multiple months may be made in advance as an option of any owner.) In the case of any special assessments approved by the members of the Association, the payment schedule shall be that approved by the members of the Association. In the event the annual assessment and any special assessments prove to be insufficient, the budget and assessments therefore may be amended at any time by the Board of Directors."
12. By-Law paragraph V-G is replaced with the words: "An audit shall be made of the accounts of the Association annually and reports shall be furnished to each member of the Association."
13. By-Law paragraph VII is added with the words: "All boat hoist covers shall be white."

The undersigned being the Vice President of Terrace Oaks Estates Owners' Association hereby certifies that the above is true and correct.

  
David W. Schultz, Vice President

STATE OF IOWA, COUNTY OF DICKINSON

On this 14<sup>th</sup> day of October, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **David Schultz**, to me personally known, who being by me duly sworn did say he is Vice President of the Association executing the within and foregoing instrument to which this is attached, that no seal has been procured by the Association; that the instrument was signed on behalf of the Association by authority of its Board of Directors; and that **David Schultz**, as an officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Association, by it and by him voluntarily executed.





BY-LAWS  
OF  
TERRACE OAKS ESTATES OWNERS' ASSOCIATION

1. IDENTITY

These are the By-Laws of Terrace Oaks Estates Owners' Association, an association organized pursuant to Chapter 499B of the 1983 Code of Iowa frequently called the Horizontal Property Act, for the purpose of administering the Terrace Oaks Estates apartment building or buildings located upon the following real estate in the City of Spirit Lake, Dickinson County, Iowa:

Lots 9 through 13, inclusive, in Lombard's Sub-division of Lots 1, 2, and 3, in Block 4, Mabel's Addition to the Town of Spirit Lake, Dickinson County, Iowa; and

That portion of Lombard's Sub-division of Lots 1, 2, and 3, in Block 4, Mabel's Addition to Spirit Lake, described as follows:

Beginning at the Northeast corner of Lot 6, in said Plat of Lombard's Sub-division; thence South along the East line of said Lots 6, 7, and 8, 297 feet to the Southeast corner of Lot 8, in said Plat of Lombard's Sub-division; thence East 66 feet to the Southwest corner of Lot 9, in said Lombard's Sub-division; thence North along the West line of Lots 9, 10, 11, 12, and 13, in the Plat of said Lombard's Sub-division a distance of 297 feet to the Northwest corner of said Lot 13; thence West 66 feet to the point of beginning;

AND to the East 15 feet of Lots 6, 7, and 8, in Lombard's Sub-division of Lots 1, 2, and 3, in Block 4, Mabel's Addition to the Town of Spirit Lake, Dickinson County, Iowa.

- A. The office of the Association will be in Spirit Lake, Iowa.
- B. The fiscal year of the Association shall be a calendar year.

II. MEMBERS MEETINGS

- A. The annual members' meeting shall be held at the office of the Association or at such place as may be designated by its President at the hour of 7:00 P.M., CDT, on the second Monday in July of each year for the purpose of transacting any business authorized to be transacted by the members. The annual meeting may be waived by an unanimous agreement of the members in writing which provides for the naming of officers not otherwise designated.
- B. Special meetings of the members shall be held whenever called by the President or Vice President and must be called by such officers upon receipt of a written request by two members entitled to cast votes at said meeting.
- C. Notice of all meetings of members stating the time and place and the objectives for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than two days, nor more than 30 days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the person giving notice. Notice of meeting may be waived before or after the meeting.

- D. A quorum at meetings of the members shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members except where approval by a greater number of members is required by the Declaration submitting the property to a Horizontal Property Regime or by these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.
- E. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof.
- F. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from the time to time until a quorum is present.
- G. The order of business at annual meetings and as far as practical, at all other meetings of the members shall be:
1. Election of chairman of the meeting.
  2. Calling of the roll and certifying of proxies.
  3. Proof of notice of meeting or waiver of notice.
  4. Reading and disposal of any unapproved minutes.
  5. Reports of officers.
  6. Reports of committees.
  7. Election of officers.
  8. Unfinished business.
  9. New Business.
  10. Adjournment.

### III. BOARD OF DIRECTORS

- A. Membership. The affairs of the Association shall be managed by a Board of Directors which shall be made up of the President, Vice President, Secretary and Treasurer of the Owners' Association.
- B. The Board of Directors shall have all of the powers and duties of the Association existing under the Horizontal Property Regime Act, the Declaration submitting the real estate to a Horizontal Property Regime and these By-Laws and said authority shall be exercised exclusively by the Board of Directors, its agents, contractors or employees. Such duties and powers shall include, but shall not be limited to the following:
1. To make and collect assessments against members, to defray the cost and expense of the condominium.
  2. To use the proceeds of assessments in the exercise of the powers and duties of the Board of Directors.
  3. The maintenance, repair, replacement and operation of the condominium property.
  4. The purchase of insurance upon the condominium property and insurance for the operation of the Association and its members.
  5. The re-construction or improvement after casualty and the further improvement of the property.
  6. To make and amend reasonable regulations reflecting the use of the property in the condominium in the manner provided by the Declaration submitting the property to a Horizontal Property Regime.

7. To enforce by legal means the provisions of the Horizontal Property Regime Act, the Dedication submitting the property to a Horizontal Property Regime and these By-Laws and regulations for the use of the property and the condominium.
8. To contract for management of the condominium and the general and limited common elements and facilities.
9. To employ personnel to perform services for proper operation and maintenance of the condominium.

#### IV. OFFICERS

- A. The executive officers of the Association shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected annually by the members at their annual meeting. No person may hold more than one office.
- B. The President shall be the chief executive officer of the Association and Chairman of the Board of Directors. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time as he may, in his discretion, deem appropriate to assist in the conduct of the affairs of the Association.
- C. The Vice President shall, in the absence of the President, exercise the powers and duties of the President. He shall also generally assist the President and exercise such other duties and perform such other duties as shall be prescribed to him by the Board of Directors.
- D. The Secretary shall keep the minutes of all proceedings and all meetings. He shall attend to the giving and serving of all notices to the members and all other notices required by law. He shall keep the records of the Association and perform all other duties incidental to the office of Secretary of an Association as may be required by the President or the Board of Directors.
- E. The Treasurer shall have custody of all the property of the Association including funds, securities, and evidence of indebtedness. He shall keep the financial books of the Association in accordance with good accounting practices and he shall perform all other duties incidental to the office of Treasurer and as may be prescribed by the Board of Directors.
- F. The compensation of all officers and employees of the Association shall be fixed by the members at the annual meeting.
- G. The executive officers of the Association, sitting as a Board of Directors, shall handle the day to day responsibilities of the payment of bills, approval of same, and the general management decisions which do not appear to warrant a special meeting of the members and which appear to be carrying out the intents and purposes of the Association as was established by the last annual meeting or in keeping with these By-Laws and the Declaration submitting the property to a Horizontal Property Regime.

#### V. FISCAL MANAGEMENT

The provisions for fiscal management of the Association as set forth in the Dedication of Condominium shall be supplemented by the following provisions:

of the year following for which the report is made.

- H. Fidelity bonds may be required of all persons handling or responsible for the Association funds. The amount of such bonds shall be determined by the Board of Directors. The premiums shall be paid by the Association.

VI. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Dedication of Condominium or these By-Laws.

- A. Amendment. The By-Laws may be amended in the manner set forth in the Dedication provided, however, no modification of or amendment to the By-Laws shall be valid unless set forth in an amendment to the Dedication and such amendment is duly recorded.

