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Villa No. 6
DECLARATION SUBMITTING REAL ESTATE TO A HORIZONTAL
PROPERTY REGIME

WHEREAS, Country Club Villas, Inc., grantor, the owner of Lots 22, 23 and 24, Country Club Addition, First Platting, Okoboji, Dickinson County, Iowa.

WHEREAS, the said grantor has constructed thereon an 8 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 1973 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 1973 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, said real estate being subject to a mortgage to Home Federal Savings and Loan Association, Algona, Iowa, which mortgagee has contemporaneously with this declaration, subordinated said mortgage, to a Declaration Submitting Real Estate to a Horizontal Property Regime, and which statement is filed herewith.

- A. 1. The structure and appurtenances constructed upon the above described real estate is a one story building containing 8 apartments.
2. The principal materials of which the apartment building is constructed are wood and concrete.
3. A copy of the formal plans of the apartment building are filed with this declaration.
- 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 8 separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each of the 8 apartment units in said multi-family structure constructed on said property as hereinafter defined, and referred to herein as "Apartment Spaces"; together with an undivided one-eighth 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 8 separate apartment areas in the said multi-family structures and appurtenances are as follows:

1. The principal materials of which the apartment building is constructed are wood and concrete.
2. A copy of the formal plans of the apartment building are filed with this declaration.

3. **Apartment 1:** Apartment 1 is that apartment space occupying the east portion of the building, containing 1670 square feet, more or less, and consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and garage.

Apartment 2: Apartment 2 is that apartment space located immediately west of apartment 1, containing 1670 square feet, more or less, and consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and garage.

Apartment 3: Apartment 3 is that apartment space located immediately west of Apartment 2, containing 1670 square feet, more or less, and consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and garage.

Apartment 4: Apartment 4 is that apartment space located immediately west of apartment 3, containing 1670 square feet, more or less, and consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and garage.

Apartment 5: Apartment 5 is that apartment space located immediately west of Apartment 4, containing 1670 square feet, more or less, and consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and garage.

Apartment 6: Apartment 6 is that apartment space located immediately west of apartment 5, containing 1670 square feet, more or less, and consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and garage.

Apartment 7: Apartment 7 is that apartment space located immediately west of apartment 6, containing 1670 square feet, more or less, and consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and garage.

Apartment 8: Apartment 8 is that apartment space located immediately west of apartment 7, containing 1670 square feet, more or less, and consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and garage.

- C. Each owner of the foregoing apartment units shall in addition own a one-eighth interest in and to the following common elements and facilities, to-wit:

1. All driveways, parking areas, sidewalks, basement area, 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 8 apartment units.

- D. The owners of each apartment unit herein shall have a one-eighth 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, wall paper, ect.

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 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 judgement for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.
- G. Where a mortgage 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 prejudices 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 eighth 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 Sixth 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 eighth 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 five-eighths 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 cost in excess of insurance proceeds shall be paid forthwith upon the completion of such restoration, one eighth by the owners of each apartment unit. In the event that the owner at such meeting of the Association shall fail to vote for restoration of the building by a five-eighths 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 eighth 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.

COUNTRY CLUB VILLAS, INC.

Robert W. Miller
President

ATTEST:

Gloria W. Miller
Secretary

STATE OF IOWA)
DICKINSON COUNTY) ss. On this 1st day of May, 1973, before me, the undersigned, a Notary Public in and for said County personally came Robert W. Dillon, President of Country Club Villas, Inc., (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 Okoboji in said county the day and year last above written.

Jack H. Bedell
Notary Public JACK H. BEDELL

My commission expires the 30th day of September, 1977.



PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described land estate until January 1, 1995. At the expiration of said period, they shall be automatically extended for successive periods of ten (10) years unless they are changed, in whole or in part, by written agreement among the then owners of the majority of the said lots, executed and recorded in the manner provided by law.

Lots 10 through 14, both inclusive, in Brooks Country Club Addition, a subdivision in Dickinson County, Iowa.

If the present or future owners of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them so doing or to recover damages or other fees for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

A. Said lots shall be used only for single-family residential purposes.

B. No structures shall be erected, altered, placed or permitted to remain on any residential building plot, as hereinafter defined, other than one detached single-family dwelling not to exceed two stories in height, a private attached garage or carport, attached breezeways, attached golf cart and storage rooms. All structures shall be of new materials and no old buildings shall be moved onto the property. Private swimming pools will be permitted.

C. Not more than one structure and garage shall be built on any one of said lots, provided, however, this shall not prevent the use of a greater area than one lot as a single site. No building shall be located on any lot nearer than sixty (60) feet to the Brooks Golf Course property line, thirty (30) feet to the street lot line, and seven (7) feet to any side lot line.

D. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All weeds and grass shall be kept cut down to a maximum height of twelve inches above ground level. All plots shall be kept free of all types of trash and debris. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, brought or kept on said lots, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose.

E. No trailer, basement, tent, shack, garage, or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

F. A perpetual license and easement is hereby reserved in favor of and granted to Iowa Electric Light and Power Company and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors, and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services over, under and upon a five (5) foot strip of land adjoining the side boundary lines of said lots in said Addition, except no nearer than sixty (60) feet to the Brooks Golf Course property line.

G. The finished living area of the main residential structure shall at least equal the following minimums:

(1) For one-story ranch style or for split-level styles:

- a. 1,200 square feet ground floor area and at least a two-car attached garage or carport.
- b. No garage or carport is required if the living area of the residence is over 1,600 square feet. If a garage or carport is added it must be attached.

(2) For two-story style:

- a. 900 square feet ground floor area and at least a two-car garage or carport.
- b. No garage or carport is required if the living area of the residence is over 1,300 square feet ground floor area. If a garage or carport is added it must be attached.

H. No posters or outdoor signs of any kind may be erected or placed on any part of the above described premises, except only that residential "For Sale" signs not exceeding four square feet in area shall be permitted. This restriction shall not apply to the undersigned owner who may erect signs in connection with the development and sale of said subdivision.

I. Prior to the commencement of construction of any structures, fences, outdoor grilles, and utility buildings, on any of said lots, the plans and specifications therefore (including lot elevations and plot plans) must be submitted to and be approved in writing by the undersigned.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants this 8th day of February, 1966.

GREAT LAKES INVESTMENT CO.

By 
President

CONDOMINIUM APARTMENT BUILDING BY-LAWS

The owners of the condominium apartment building located on the property legally described as Lots 22, 23 and 24, Brooks Country Club Addition, First Platting, Town of Okoboji, Dickinson County, Iowa do hereby adopt the following By-Laws in accordance with the Iowa "Horizontal Property Act", being Chapter 499B of the 1971 Code of Iowa as Amended.

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 25th day of August, 1973. 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 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 owner 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 qualifications. 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. 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. 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 and grounds. The owners of each apartment unit shall be responsible for one-eighth (1/8) 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 5/8 of the apartment units herein.

COUNTRY CLUB VILLAS, INC.


ROBERT W. DILLON, PRESIDENT

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AMENDMENT TO VILLA NO. 6 DECLARATION
SUBMITTING REAL ESTATE TO A HORIZONTAL PROPERTY REGIME

WHEREAS there is now on file a declaration submitting real estate to a horizontal property regime, originally filed by Country Club Villas, Inc., the owner at that time of Lots 22, 23 and 24, Brooks Country Club Addition, First Platting, City of Okoboji, Dickinson County, Iowa, and

WHEREAS it is the desire of all of the owners of the apartment units in said condominium apartment complex to amend said declaration,

NOW, THEREFORE, the owners of all of the apartments in said condominium complex do hereby consent to the amendment of said declaration submitting real estate to a horizontal property regime by amending paragraph E-2 to read as follows:

"That the apartment units shall be occupied and used by the respective owners only as a residential dwelling. No owner may either rent or sublease an apartment unit without first obtaining the unanimous consent of all other owners."

Paragraph I is amended to read as follows:

"The owners of the respective units shall have the right to rent or lease their respective apartment units after first obtaining the unanimous consent of all other owners of apartments in said condominium complex, and provided further that such rental or lease is made subject to the covenants and restrictions contained in this declaration and as administered by the Bylaws of the Owners Association."

APPROVED:

Garrett Van Dyke
Percella M. Van Dyke
John W. Rymasz
Catlynn E. Russell
Elizabeth L. Vogt
Thomas L. Hensel
Steph. M. Blacck

Warren Simonson
Guth Simonson
Richard L. Anderson
Richard Q. Riedt
W. Lehman

AFFIDAVIT

STATE OF IOWA, DICKINSON COUNTY ss:

I, Percella M. Van Dyke, being first duly sworn, do hereby depose and say that the above and foregoing Amendment to Villa No. 6 Declaration Submitting Real Estate to a Horizontal Property Regime has been signed by all of the owners of apartment units in said Villa No. 6 and that the above signature is true and correct.

Pool Rules

Villa 6 Homeowners' Association

Pool Hours – Weekdays - 8:00 a.m. until 8:00 p.m.
Weekends - 8:00 a.m. until 9:00 p.m.

No food or drink in pool. Food and drink are allowed poolside. All trash must be cleaned from poolside and tables.

The party who uncovers the pool is responsible for making certain that it is covered at closing time.

The party who puts up umbrellas is responsible for making certain that the umbrellas are dismantled at closing time. Umbrellas should be completely rolled down and placed on a lounge chair during the night.

If pool furniture is moved to different areas of the pool, the furniture should be returned to its proper place after use. In addition, lounge chairs should have backs in down position during the night. (Chairs in upright positions are likely to end up in the pool in the event of heavy winds.)

Pool equipment (hoses, nets, etc.) should be returned to proper storage area immediately following use. Pool equipment is not to be used as toys.

Do not play on or around the pool cover.

Running and horseplay is not allowed around pool.

Rocks are not to be thrown in the pool.

Children wearing diapers are not allowed in the pool.

An adult must accompany non-swimmers and minors.

Condominium owners have precedence over all other parties regarding pool and grounds usage. Please be considerate when entertaining guests. This is NOT a public pool.

Guests are not allowed to use the pool unless their host (condominium owner) is on premises. Guests must be made aware of and abide by pool rules.