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Montgomery, Barry & Bovee 316 11th Street S.W. Plaza P.O. Box 500 Spencer, IA 1301 (712) 262-1150

**AMENDED AND RESTATED  
DECLARATION OF SUBMISSION  
TO HORIZONTAL PROPERTY REGIME  
OF  
EDGEWATER PLAZA**

**NOTE:** This document is recorded in order to supersede and replace the Declaration of Edgewater Plaza, A Condominium, Okoboji, Iowa, dated October 1, 1968, and recorded on January 21, 1969, in Book M, Page 431 of the records of the Dickinson County, Iowa, Recorder.

*By Tom Underwood*

The following is the Amended and Restated Declaration of Submission to the Horizontal Property Regime of Edgewater Plaza (hereinafter the "Declaration"):

1. **DESCRIPTION OF PROPERTY.** The land upon which the Regime is located (hereinafter the "Property") is legally described as follows:

Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 40, 41 and 42 in the Plat of Morningside Addition, City of Okoboji, Dickinson County, Iowa EXCEPT the North 24 feet of Lot 19 in said Plat of Morningside Addition, and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's abandoned 100 feet wide right-of-way across Government Lot 2 in Section 20, Township 99 North, Range 36 West of the 5th P.M., Dickinson County, Iowa, lying between the southeasterly projection of the southerly line of Lot 8 and the northerly line of Lot 40, Morningside Addition to the City of Okoboji, Iowa,

**AND**

All that portion of Morningside Drive lying between Lot No. 14, Morningside Addition on the South and Lots 15 and 42, Morningside Addition on the North and all that portion of Morningside Drive located between Lots 15, 16, and 17 on the West and Lots 40, 41, and 42 on the East, all in the City of Okoboji, Dickinson County, Iowa.

2. **DESCRIPTION OF DEVELOPMENT.**

The Regime which shall be known as "Edgewater Plaza" consists of the "Property", comprised of six (6) buildings with living units, twenty-five (25) garages, an outdoor

swimming pool and building expansion area contiguous to the existing buildings, all as shown on Exhibit A-1 attached. The Regime is located between East Okoboji and Highway 71 in the Town of Okoboji, Dickinson County, Iowa. The six (6) buildings with living units have a lower level, a main floor and a second floor. In addition, there is a heated swimming pool, sauna and shower room area, walkways, driveways and parking areas, access area to the common beach, docks and garage area.

Copies of the floor plans of the six (6) buildings (hereinafter the "Plans") are attached hereto as Exhibits A-2, B-1, B-2, C, C-1 and D-1 through D-14 and are incorporated as part of this Declaration as required by Section 499B.6, Code of Iowa (1995). The Plans set forth the dimensions of the existing building areas and their division into multiple units as hereinafter defined. The principal construction materials used in the buildings are steel, concrete, lumber and brick.

Each of the separate six (6) buildings are enclosed by the bold line on Exhibit A-1 and are hereby designated a "Unit". Buildings 1 through 5 contain fifty-two (52) Units. Building 6 contains twelve (12) Units. The individual Units may be owned independently or collectively. With the purchase of each Unit, the owner of that Unit shall be deemed to own an undivided percentage interest as set forth in Section 6, Interest Defined. The calculation of gross square footage shown on Exhibit E attached for each Unit is based upon measurements to the outside exterior perimeter walls and to the center line of party walls even though the individual ownership only goes through the inner decorated and finished surfaces of each Unit's perimeter walls. The following are the approximate sizes, square footage and location of each Unit. All Units contain more than one room.

Exhibits A-2, B-1, B-2, C-1, D-1, D-2 and D-3 show graphically all particulars of the building including the dimensions, area and location of common elements, common stairways and hallways affording access to each condominium apartment, together with the dimensions and locations of the building's common storage and laundry room.

The four (4) ten-plexes (Exhibit A-2) are two-story frame and brick buildings and include a full basement. These buildings are serviced by a north and south entrance and interior central stair and hallway for access to each Unit. Each Unit on Floors A and B has an individual 7'8" x 12' balcony or patio with sliding glass door access from the Unit. Units on Floor C share a common patio.

The twelve-plex (Exhibit C) is a two-story frame and partial brick building. Each Unit has a private entrance. Access to the second floor Units is through a central stairway and each upper unit shares a common balcony system. This building has a full basement area.

The twelve-plex (Exhibit D) is a three-story frame and partial brick building. The building is serviced by an entrance on the east and west sides of the building. There is an

interior central stair and hallway for access to each Unit. Each Unit has an individual patio and balcony.

3. **UNITS DESCRIPTION.** The following are the approximate size, square footage and location of each unit. The condominium development contains sixty-four (64) Units.

The buildings as designated on Exhibit A-1 are numbered one through six. Individual Unit numbers for Units shall be identified by building number (1-6), by floor (A for second floor, B for first floor, and C for basement floor) and either front or rear Units according to number (odd number denotes front Units and even number denotes rear Units).

<u>Identification</u>	<u>Brief Description of Units</u>
<b><u>Building 1</u></b>	
Unit 1-A-1	A 781 square foot two-bedroom combination apartment with bathroom, kitchen, living room and walk-out patio-balcony located in the northeast quarter of the second floor.
Unit 1-A-2	A 685 square foot two-bedroom combination apartment with bathroom, kitchen, living room and walk-out patio-balcony located in the northwest quarter of the second floor.
Unit 1-A-3	Same as Unit 1-A-1 except located in the southeast quarter of the second floor.
Unit 1-A-4	Same as Unit 1-A-1 except located in the southwest quarter of the second floor.
Unit 1-B-1	A 672 square foot square foot two-bedroom combination apartment with bathroom, kitchen, living room and walk-out patio-balcony located in the northeast quarter of the second floor.
Unit 1-B-2	Same as Unit 1-B-1 except located in the northwestern quarter of the first floor.
Unit 1-B-3	Same as Unit 1-B-1 except located in the southeast quarter of the first floor.

- Unit 1-B-4 Same as Unit 1-B-1 except located in the southwest quarter of the first floor.
- Unit 1-C-1 Common storage and laundry area for Unit owners 1-A-1 and 1-A-3, 1-B-1, 1-B-3 and 1-C-3, each unit has at least 60 square feet of enclosed private storage area and located in the northeast quarter of the basement.
- Unit 1-C-2 Common storage and laundry area as above described for Units 1-A-2 and 1-A-4, 1-B-2, 1-B-4 and 1-C-4 and located in the northwest quarter of the basement
- Unit 1-C-3 A 672 square foot two-bedroom apartment, the same as 1-B-3 and located in the southeast quarter of the basement.
- Unit 1-C-4 Same as Unit 1-B-4 except located in the southwest quarter of the basement.
- Building 2**
- Unit 2-A-1 A 781 square foot two-bedroom combination apartment with bathroom, kitchen, living room and walk-out patio-balcony located in the northeast quarter of the second floor.
- Unit 2-A-2 A 685 square foot two-bedroom combination apartment with bathroom, kitchen, living room and walk-out patio-balcony located in the northwest quarter of the second floor.
- Unit 2-A-3 Same as Unit 2-A-1 except located in the southeast quarter of the second floor.
- Unit 2-A-4 Same as Unit 2-A-2 except located in the southwest quarter of the second floor.
- Unit 2-B-1 A 672 square foot two-bedroom combination apartment with bathroom, kitchen and living room located in the northeast quarter of the first floor.
- Unit 2-B-2 Same as Unit 2-B-2 except located in the northwest quarter of the first floor.



- Unit 2-B-3** Same as Unit 2-B-2 except located in the southeast quarter of the first floor.
- Unit 2-B-4** Same as Unit 2-B-2 except located in the southwest quarter of the first floor.
- Unit 2-C-1** A 755 square foot apartment similar to 2-B-1, except said Unit has a walk-out access on the lake side as well as an inside hallway access.
- Unit 2-C-2** A storage unit with storage and laundry area located in the northwest quarter of the basement and storage for Units 2-A-2, 2-A-4, 2-B-2, 2-B-4 and 2-C-3.
- Unit 2-C-3** A 755 square foot two-bedroom combination apartment with bathroom, kitchen and living room.
- Unit 2-C-4** Common storage and laundry area located in the southwest quarter of the basement with individual storage per Unit of at least 60 square feet for Units 2-A-1, 2-A-3, 2-B-1, 2-B-3 and 2-C-1.
- Building 3**
- Unit 3-A-1** A 781 square foot two-bedroom combination apartment with bathroom, kitchen, living room and walk-out patio-balcony located in the northeast quarter of the second floor.
- Unit 3-A-2** A 685 square foot two-bedroom combination apartment with bathroom, kitchen, living room and walk-out patio-balcony located in the northwest quarter of the second floor.
- Unit 3-A-3** Same as 3-A-1 except located in the southeast quarter of the second floor.
- Unit 3-A-4** Same as 3-A-1 except located in the southwest quarter of the second floor.
- Unit 3-B-1** A 672 square foot two-bedroom combination apartment with bathroom, kitchen and living room located in the northeast quarter of the first floor.

- Unit 3-B-2 Same as Unit 3-B-1 except located in the northwest quarter of the first floor.
- Unit 3-B-3 Same as Unit 3-B-1 except located in the southeast quarter of the first floor.
- Unit 3-B-4 Same as Unit 3-B-1 except located in the southwest quarter of the first floor.
- Unit 3-C-1 A 755 square foot apartment similar to 2-B-1, except said Unit has a walk-out access on the lake side as well as an inside hallway access.
- Unit 3-C-2 A storage unit with common storage and laundry area located in the northwest quarter of the basement and storage for Units 2-A-2, 2-A-4, 2-B-2, 2-B-4 and 2-C-3.
- Unit 3-C-3 A 672 square foot unit similar to Unit 2-B-3.
- Unit 3-C-4 Common storage and laundry area located in the southwest quarter of the basement with individual storage per Unit of at least 60 square feet for Units 2-A-1, 2-A-3, 2-B-1, 2-B-3 and 2-C-1.
- Building 4**
- Unit 4-A-1 A 781 square foot two-bedroom combination apartment with bathroom, kitchen, living room and walk-out patio-balcony located in the northeast quarter of the second floor.
- Unit 4-A-2 A 685 square foot two-bedroom combination apartment with bathroom, kitchen, living room and walk-out patio-balcony located in the northwest quarter of the second floor.
- Unit 4-A-3 Same as 4-A-1 except located in the southeast quarter of the second floor.
- Unit 4-A-4 Same as 4-A-2 except located in the southwest quarter of the second floor.
- Unit 4-B-1 A 672 square foot two-bedroom combination apartment with bathroom, kitchen and living room located in the northeast

- quarter of the first floor.
- Unit 4-B-2 Same as Unit 4-B-1 except located in the northwest quarter of the first floor.
- Unit 4-B-3 Same as Unit 4-B-1 except located in the southeast quarter of the first floor.
- Unit 4-B-4 Same as Unit 4-B-1 except located in the southwest quarter of the first floor.
- Unit 4-C-1 A 755 square foot apartment similar to 2-B-1, except said Unit has a walk-out access on the lake side as well as an inside hallway access.
- Unit 4-C-2 A storage unit located in the northwest quarter of the basement and storage for Units 2-A-2, 2-A-4, 2-B-2, 2-B-4 and 2-C-3.
- Unit 4-C-3 Similar to Unit 4-C-1.
- Unit 4-C-4 Common storage and laundry area located in the southwest quarter of the basement with individual storage per Unit of at least 60 square feet for Units 2-A-1, 2-A-3, 2-B-1, 2-B-3 and 2-C-1.
- Building 5**
- Unit 5-A-1 A 432 square foot one-bedroom apartment with bathroom, kitchen, and living room located on the second floor.
- Unit 5-A-2 A 432 square foot one-bedroom apartment with bathroom, kitchen, and living room located on the second floor.
- Unit 5-A-3 A 432 square foot one-bedroom apartment with bathroom, kitchen, and living room located on the second floor.
- Unit 5-A-4 A 432 square foot one-bedroom apartment with bathroom, kitchen, and living room located on the second floor.
- Unit 5-A-5 A 432 square foot one-bedroom apartment with bathroom, kitchen, and living room located on the second floor.



- Unit 5-A-6 A 432 square foot one-bedroom apartment with bathroom, kitchen, and living room located on the second floor.
- Unit 5-B-1 A 432 square foot one-bedroom apartment with bathroom, kitchen, and living room located on the first floor.
- Unit 5-B-2 A 432 square foot one-bedroom apartment with bathroom, kitchen, and living room located on the first floor.
- Unit 5-B-3 A 432 square foot one-bedroom apartment with bathroom, kitchen, and living room located on the first floor.
- Unit 5-B-4 A 432 square foot one-bedroom apartment with bathroom, kitchen, and living room located on the first floor.
- Unit 5-B-5 A 432 square foot one-bedroom apartment with bathroom, kitchen, and living room located on the first floor.
- Unit 5-B-6 A 432 square foot one-bedroom apartment with bathroom, kitchen, and living room located on the first floor.
- Building 6**
- Unit 6-A-1 A 1300 square foot unit located on the second floor consisting of three bedrooms, two baths, a kitchen, living area and balcony.
- Unit 6-A-2 A 1301 square foot unit located on the second floor consisting of two bedrooms, two baths, a kitchen, living area and balcony.
- Unit 6-A-3 A 1301 square foot unit on the second floor similar to Unit 6-A-2.
- Unit 6-A-4 A 1388 square foot unit on the second floor similar to Unit 6-A-1.
- Unit 6-B-1 A 1300 square foot unit on the first floor similar to Unit 6-A-1.
- Unit 6-B-2 A 1199 square foot unit with three bedrooms, two baths, kitchen, living area and balcony located on the first floor.
- Unit 6-B-3 A 1199 square foot unit similar to Unit 6-B-1.

Unit 6-B-4	A 1388 square foot unit similar to Unit 6-A-4.
Unit 6-C-1	A 1300 square foot unit similar to Unit 6-A-1.
Unit 6-C-2	A 1199 square foot unit similar to Unit 6-B-2.
Unit 6-C-3	A 1199 square foot unit similar to Unit 6-B-2.
Unit 6-C-4	A 1388 square foot unit similar to Unit 6-A-4.

The basement area in Buildings 1 through 4 shall include as shown on Exhibit A-1 and A-2 a common hallway with a laundry room and space for Unit utility meters and hot water heaters.

The basement area in Building 5 shall include a manager's apartment at the south end of the building approximately 36' x 24' (identified as 5-C-5 and 6), a laundry and storage area and hallway area approximately 44' x 24' with individual storage space per Unit of approximately 4' x 8' (identified as 5-C-3 and 4) and a commonly owned association recreation room approximately 36' x 24' (identified as 5-C-1 and 2). Unit 5-C-5 and 6 shall be owned by the developer and ownership thereof shall remain in the developer for any purpose compatible with the development.

The specific location of each numbered building is shown on Exhibit A-1. Each building has a full basement. See Exhibit B-1 (Building 1) and Exhibit B-2 (Buildings 2, 3, and 4) and Exhibit C-1 for floor plan diagrams.

**4. COMMON AREAS AND FACILITIES.** All other land area (see Exhibit A) not occupied by the six Unit buildings, garages and appurtenant entrance, hallways and stairways and balconies shall be called the "Common Lands". All other walkways connecting the building and other facilities and parking areas shall be commonly owned and dedicated to the non-exclusive use of all Unit owners, guests and tenants, and shall be called "Common Roadways, Parkways and Walkways".

The Association of Unit Owners shall construct docks and handle the rental of slip spaces according to the rules and regulations that it sets up and determines.

The Association of Unit Owners has constructed garages and shall assure in a practicable manner by the Unit Owners, the rules, regulations and the restricted right for the sale, use and right of use of the garages.

There is also designated on Exhibit A-1 a heated swimming pool with approximately

800 square feet of water area and located appurtenant thereto is a building housing a men's and women's sauna and individual men's and women's showers, which area shall be called "Common Pool Area".

The "Common Pool Area" shall be made available for all Unit Owners, their guests, tenants and shall be subject to reasonable rules and regulations imposed thereon by the Association of Unit Owners.

Located in the basement area of Building 5 is an area commonly owned by all the Unit Owners as a "Common Recreation Room". It consists of an area approximately 36' x 24' and includes a snack kitchen to serve the pool area refreshments. The use of this room shall be determined by the Association of Unit Owners.

5. **LIMITED COMMON FACILITIES.** The Limited Common Facilities in Buildings 1 to 5 shall be the janitor room, laundry room and the storage rooms as designated and identified in Paragraph 4. Each Unit Owner shall have exclusive use of the storage area assigned to the Unit. Laundry facilities may be maintained in each building by the Association of Unit Owners.

The portions of the land included within the development occupied by each of the buildings and garages shall be limited common interest reserved for the exclusive use of the owners of the Units within the building occupying a specific portion of the land as shown on the plat plan, except the Common Recreation Room and laundry room in Building 5 (Common Facility). The portions of land occupied by the garages shall also be of limited common interest reserved for the exclusive use of the Unit Owners who have obtained or purchased the right to the use of a garage from the Association.

Pets or other domestic animals or birds shall be allowed on the premises when expressly authorized by the Association of Unit Owners.

6. **INTEREST DEFINED FOR ASSESSMENTS.** For the purpose of maintenance, upkeep, management, insurance, known as regular assessments, all six (6) buildings shall be treated as one. The following subsection further defines the individual ownership interests and rights of the Unit Owners and the Edgewater Plaza Association of Unit Owners.

A. **Regular Assessments.** The percentage interest which each Unit shall bear to the entire Regime shall be based upon a fraction, the numerator of which shall be the gross square footage of the Unit and the denominator of which shall be the sum of the gross square footage of all Units. All assessments imposed by the Association of Unit Owners for regular assessments shall be allocated on such percentage. These

percentages are set forth on Exhibit E.

**B. Special Assessments.** Special assessments, which are those assessments not covered by regular assessments, which are for extraordinary expenditures which equally benefit all Units in the Regime shall be assessed on an equal basis to all units, disregarding unit size.

**7. DESTRUCTION.** Decisions concerning whether to rebuild, repair, restore or sell the Regime in the event of substantially total damage or destruction of all of the Regime shall be made by a vote of fifty-one percent (51%) of the voting ownership as set forth in Section 6 above.

In the event of any such rebuilding, repair, restoration or sale, any costs, including insurance deductible or net costs in excess of insurance proceeds, or proceeds therefrom shall be borne or distributed to the Unit Owners in the percentages set forth in Section 6.

**8. AMENDMENTS.** Except as set forth in Paragraph 10 below, this Declaration may be amended, consistent with the provisions of Chapter 499B, Code of Iowa (1995), by a vote of fifty-one percent (51%) of the ownership.

**9. COMMON AREAS.** The Common Areas and facilities shall remain undivided, and no owner shall bring any action to partition the same.

**10. AMENDMENT OF COMMON AREAS.** The method of calculating the percentage of the undivided interest in the Common Areas and facilities as set forth in Section 6 shall not be changed except with sixty-six and two-thirds percent (66 2/3%) consent of all Unit Owners expressed in a duly recorded amendment to this Declaration.

**11. CONVEYANCE.** The undivided interest in the Common Areas shall not be separated from the Unit to which it is appurtenant and shall be deemed conveyed with, and as any encumbrance on, the Unit even though such undivided interest is not expressly mentioned or described in the conveyance or other instrument.

**12. COMPLIANCE.** Each owner shall comply with the provisions of this Declaration and of the Bylaws, decisions and resolutions of the Association of owners, or their representatives, as lawfully made and amended from time to time; and failure to comply with any such provisions, Bylaws, decisions, or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

**13. ABANDONMENT.** No owner of any Unit shall be exempt from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of



the Common Areas or facilities or by abandonment of the Unit.

14. **FUTURE OWNERS.** All future owners, tenants, future tenants or any other persons who might use the Regime in any manner, are subject to the provisions of this Declaration, and the Bylaws related thereto, and the acquisition or rental of any of the Units of the project, or the act of occupancy of any of the Units shall signify that the provisions of this Declaration and of the Bylaws related thereto are accepted and ratified.

15. **ADMINISTRATION.** Association of Unit Owners. Administration of the Development shall be vested in Edgewater Plaza Association (herein call the "Association"), consisting of all of the owners of Units within the Development in accordance with the Bylaws of the Association attached hereto and made a part hereof. The owner of any Unit upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Association shall automatically cease.

16. **COMMON EXPENSE.** All charges, costs and expenses whatsoever incurred by the Association for or in connection with the administration of the Development, including without limitation thereof, operation of the Development and maintenance, repair, replacement and restoration of the common elements, any additional and alterations thereto, all labor, services, materials, supplies and equipment therefor, all liability whatsoever for loss or damage arising out of or in connection with the common elements, or any accidents or fire on the common elements or any nuisance thereon, and all premiums for hazard and liability insurance herein required with respect to the Development, shall constitute Common Expenses of the Development for their respective proportionate shares of which the Unit Owners shall be severally liable.

17. **LIEN FOR ASSESSMENTS.** All Unit Owners, their tenants, families, and guests and any other persons who may in any manner use the Development or any part thereof, shall be bound by an comply strictly with the provisions of this Declaration, the Bylaws of the Association and all agreements, decisions and determinations of the Association, as lawfully made or amended from time to time, and failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association or, in a proper case, by any aggrieved Unit owner.

All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any Unit shall constitute a lien on such Unit prior to all other liens, except only (1) liens for taxes and assessments lawfully imposed by governmental authority



against such Unit, and (2) all sums secured by mortgages of record. Such lien may be foreclosed by suit by the Association in like manner as a mortgage of real property, provided that thirty (30) day's prior written notice of the intention to foreclose shall be mailed, postage prepaid, to all persons having any interest in such Unit as shown in the Association's record of ownership. The Board of Directors acting on behalf of the Association shall have the power to bid in such Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such Unit. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

18. **EFFECTIVE DATE.** This Amended and Restated Declaration shall take effect upon recording, having been passed by more than fifty-one percent (51%) of the Unit Owners of the Edgewater Plaza Association.

IN WITNESS WHEREOF the undersigned has executed this instrument this 2 day of September, 1995.

EDGEWATER PLAZA  
CONDOMINIUM, INC. a/k/a

EDGEWATER PLAZA CONDOMINIUM  
ASSOCIATION

By: Wilbur E. Jones, Jr.  
President

INSTR. NO. 962149

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JAN CONTSCHALLER  
RECORDER  
DICKINSON COUNTY, IOWA  
FEE \$ 66.00

Montgomery, Barry & Bovee 316 11th Street S.W. Plaza P.O. Box 500 Spencer, IA 1301 (712) 262-1150

**AMENDED AND RESTATED  
BYLAWS OF  
EDGEWATER PLAZA OWNERS ASSOCIATION**

The following are the Amended and Restated Bylaws of Edgewater Plaza Owners Association (hereinafter referred to as "Association"), a corporation organized pursuant to Chapter 504A of the 1995 Code of Iowa, as amended, located on certain portions of land in Okoboji, Dickinson County, Iowa (hereinafter sometimes referred to as the "Regime"), to-wit:

Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 40, 41 and 42 in the Plat of Morningside Addition, City of Okoboji, Dickinson County, Iowa EXCEPT the North 24 feet of Lot 19 in said Plat of Morningside Addition, and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's abandoned 100 feet wide right-of-way across Government Lot 2 in Section 20, Township 99 North, Range 36 West of the 5th P.M., Dickinson County, Iowa, lying between the southeasterly projection of the southerly line of Lot 8 and the northerly line of Lot 40, Morningside Addition to the City of Okoboji, Iowa,

**AND**

All that portion of Morningside Drive lying between Lot No. 14, Morningside Addition on the South and Lots 15 and 42, Morningside Addition on the North and all that portion of Morningside Drive located between Lots 15, 16, and 17 on the West and Lots 40, 41, and 42 on the East, all in the City of Okoboji, Dickinson County, Iowa.

**I. MEMBERS AND VOTING RIGHTS**

1. The owners of each condominium unit shall constitute the members of the corporation and membership shall automatically cease upon termination of all interests which constitute a person an owner.

2. An owner of record shall be recognized as a member upon notification to the Association without further action for so long as they hold an ownership interest. If ownership is acquired but not of record, or if acquired other than by way of conveyance or other formal instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present the Board of Directors of the Association evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights of membership in the Association. (Failure to provide such evidence shall not, however, relieve an owner of its ownership obligations.) A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the owner which they represent.

3. If more than one person is owner of record of the same Unit, all such owners shall constitute one member but each remains jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the owners of that Unit shall be cast by the person named for that purpose on a certificate signed by all such owners or fiduciaries or other officials and filed with the Board of Directors and such person shall be deemed to hold an ownership interest to such Unit for purposes of voting and determining the representation of such ownership interest at any meeting or purposes otherwise provided herein. If such certificate is not executed and filed with the Board of Directors, such membership shall not be in good standing and the votes for that Unit shall not be considered in considering a quorum or a vote or for any other purposes until this Bylaw is complied with.

4. The owners of each Unit shall be entitled to one vote on all matters to be determined by the members of the Association either as such or as Units or as contemplated by Chapter 499B of the 1995 Code of Iowa, as amended, as their ownership interest determined by the Declaration, including any supplements or amendments thereto, submitting the property to the Regime.

## II. MEMBERS' MEETINGS

1. The annual and any special meeting shall be held at a time and at a place chosen by the Board of Directors and all such meetings, annual or special shall be held at such particular time and place as is set forth in the notice thereof.

2. A special meeting shall be held whenever called by the President or, in the President's absence or disability, the Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-fourth of the votes of the entire membership.

3. The Secretary or the Secretary's designate shall give written notice to each member of the annual meeting. The person or persons calling a special meeting pursuant to Paragraph 2 hereof shall give like written notice of such special meeting. All notices shall

set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting which is not directly related to the purpose or purposes stated in the notice of meeting for which such meeting is held.

4. Notice of members' meeting shall be given by mailing or delivering same not less than ten (10) , nor more than fifty (50), days prior to the date of the meeting. Notice shall be deemed to be given if mailed by first class mail to the member at the address of the member's Unit within the Regime, unless at the time of giving such notice they have given written direction, delivered to an officer or member of the Board of Directors specifying a different mailing address to be carried on the rolls of the Association. If more than one person is the owner of record of the same Unit or if more than one fiduciary or one official is acting in the premises, those shall be duly given when given in accordance with this paragraph to the person named in the certificate filed with the Board of Directors in accordance with Paragraph 3 of Article I. Notice of any meeting may be waived in writing by the person entitled thereto.

5. A quorum at a members' meeting shall consist of the presence of members or other members in person or by proxy, holding a majority of the ownership Units outstanding. The acts carried or approved by a vote of a majority of the ownership Units represented at a meeting at which a quorum is present shall constitute the acts of the members (all members) unless a different rule is provided herein or by the Articles of Incorporation, a Declaration or other agreement to which the Association is a party. The President, or, in the President's absence or disability, the Vice President shall preside at each members' meeting; if neither the President nor the Vice President is able to preside, a chairman shall be elected by the members present at such meeting. If the required quorum is not forthcoming at any meeting and the meeting is called subject to the notice requirements herein, the required quorum at any subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting, provided such subsequent meeting shall be held within sixty (60) days following such preceding meeting.

6. At any membership meeting, the presence of a person holding an ownership interest and the exercise of the voting rights of an owner or person entitled to cast votes, by proxy, shall be permitted and recognized provided such proxy must be in writing and signed by the person holding ownership Units or entitled to cast votes and shall set forth the Unit with respect to which such rights are pertinent, and the period which the proxy is to be in force and effect. Decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal of the members.

7. At all meetings, the order of business shall consist of the following:

- (a) Election of chairman, if required.



- (b) Calling roll and certification of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers, if applicable.
- (f) Reports of committees, if applicable.
- (g) Election of Directors, if applicable.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

### III. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of seven (7) to serve for a three-year period who shall be selected from the members of the Association. An officer or designated agent of a corporate member shall qualify to serve as a Director.

2. At the annual members' meeting seven (7) Directors shall be elected. The Directors shall serve staggered terms so that annually two (2) Directors are elected except in Year 3 when three (3) Directors are elected. All Directors serve three-year terms unless filling unexpired terms and shall serve until their successor is duly elected and qualified or until they are removed in the manner as elsewhere provided.

3. Each Director shall be elected by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast as the annual meeting of the members of the Association. Each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled by election and each member shall be elected by a separate ballot unless provided otherwise by unanimous consent of the members.

4. Except as provided in Paragraph 5 of this Article, vacancies on the Board of Directors may be filled until the date of the next annual meeting by a vote of a majority of the Directors remaining in office regardless of whether those remaining constitute a quorum.

5. A Director may be removed by concurrence of seventy-five percent (75%) of the members of the Association at a special meeting called for that purpose. The vacancy on the Board of Directors so created shall be filled by the persons entitled to vote at the same meeting.

6. The initial Directors shall serve without compensation; thereafter, Directors shall receive such compensation and expenses as are approved by the members entitled to vote at any annual or special meeting.



7. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board and no notice thereof shall be required until such resolution is modified or rescinded. Special meetings of the Directors may be called by the President, Vice President, or any two Directors provided not less than two (2) days' notice shall be given, personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

8. A quorum at a Directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting duly called at which a quorum is present shall constitute the acts of the entire Board of Directors, except where approval by a greater number of Directors is required by the Declaration or these Bylaws.

9. The presiding officer of a Directors' meeting shall be the President, or in the President's absence, the Vice President.

10. The Board of Directors, by resolution by all members thereof, may designate from among its members such committees as it deems advisable and by resolution provide the extent and manner to which the same may have and exercise the authority of the Board, including designation of an Architectural Control Committee which shall have the duties and functions as set forth in the Declaration.

#### IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors, except as expressly limited in these Bylaws, including those existing under the common law and statutes, of the Articles of Incorporation, and the documents establishing the Regime. Such powers and duties of the Directors, which initially shall be exercised by the Declarant, shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the Regime, and shall include in addition to those elsewhere provided for but shall not be limited to the following:

1. To make and collect assessments against members for all common expenses.
2. To use the proceeds of assessment in the exercise of its powers and duties.
3. The maintenance, repair, replacement, and operation of the Regime property including all common areas, elements, and facilities, and Units as applicable, and making or providing for payment for all such work and approving or delegating to the officers authority to approve vouchers therefor.

4. The reconstruction, repair, restoration, or rebuilding of the Regime property and of any Units as applicable after casualty; construction of new improvements or alterations if approved; to make and amend regulations respecting the use and occupancy of the property in the Regime and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, Bylaws, and Regulations of the members.

5. To enforce by legal means the provisions of the Horizontal Property Act, the Articles of Incorporation, Bylaws of the Association, the Declaration, and the regulations for the use of the property in the Regime; and to take legal action in the name of the Association and on behalf of its members.

6. To contract for management of the Regime and to delegate to such contractor any or all powers and duties of the Association except such as are specifically required by the Declaration, Bylaws or Resolutions of the members to have approval of the Board of Directors or the membership of the Association.

7. To employ, designate, and remove personnel to perform services required for property operation of the Regime, including employment of a professional manager.

8. To carry insurance on the property subject to the Regime and insurance for the protection of Unit Owners, occupants and the Association.

9. To pay the cost of all power, water, sewer, and other utility or other services rendered to the Regime and not billed directly to the owners of the individual units.

10. To conduct all votes or determinations of the members other than at a membership meeting.

11. To borrow money from any bank, lending institution or agency for the use and benefit of the Association and to secure the loan or loans by pledge of the assets of the Association, and from time to time to renew such loan and give additional security.

12. To do such other acts as are necessary and proper to effect the purpose of the Regime as stated in the Declaration and these Bylaws provided such acts are not otherwise prohibited.

13. To assess, borrow, operate and manage two (2) separate accounts, one for the marina and one for the garages. The funds and expenses of these accounts shall not be commingled with any other accounts of the Association. It is the duty and obligation of the Board of Directors to make sure that all funds assessed for these accounts remain in those

accounts and all bills to be paid for the operation and maintenance of these two facilities are paid out of these special accounts.

#### V. OFFICERS

1. The officers of the Association shall be the President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, who shall be a Director, and a Secretary, who shall be a Director, all such officers shall be elected annually by the Board of Directors and may be preemptorily removed and replaced by the vote of two-thirds of the Directors at any meeting. The initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors.

2. The President shall be the chief executive officer of the Association. The President shall preside at all membership meetings and meetings of the Board of Directors and shall have the power to appoint committees from among the members to assist in the conduct of the affairs of the Association and the Regime.

3. The Vice President shall preside over the membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.

4. The Secretary, which shall constitute one office, shall keep the minutes of all proceedings of membership meetings and Directors' meetings and shall have custody and control of the Minute Book of the Association and shall keep or be in charge and control of the records of the Association.

5. The Treasurer, which shall constitute one office, shall have control of the funds and other property of the Association and shall keep the financial books and records thereof.

6. The compensation of all employees shall be fixed by the Directors.

7. All transfers, conveyances, leases, mortgages or assignments of real estate or of any interest thereon shall be executed by any two of the following officers: President or

Vice President and Secretary or Treasurer. All transfers, conveyances, leases or encumbrances of personal property of any interest therein shall be executed by an officer of the corporation or any agent authorized by the Board of Directors. All judgments or other liens shall be satisfied, discharged, released or assigned by any officer of the corporation.

#### VI. FISCAL MANAGEMENT

1. The Board of Directors, except as expressly limited by these Bylaws hereof, shall adopt a budget for each fiscal year (which shall be the same as the Association's fiscal year for Income Tax purposes) which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the following accounting categories according to good accounting practices:

- (a) Current expenses which shall include all funds and expenditures to be made for the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.
- (b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.
- (c) Reserve for replacement which shall include funds for repair or replacement required because of damage, destruction, depreciation or obsolescence.

2. The Board of Directors shall assess against each Unit for a share of the items in the budget adopted pursuant to Paragraph 1 which bears the same ratio to the total budget as the owner's interest bears to the total number of ownership interests in the Regime. See Exhibit E attached. Such share shall be assessed for the fiscal year for which the budget was prepared annually in advance and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable quarterly in advance from the respective Unit Owner or Owners in four (4) equal installments, each installment being due and payable the first day of each calendar month of the quarter, which day falls within such fiscal year. In the event the annual assessment proves to be insufficient, the budget and assessments therefor, may be amended at any time by the Board of Directors. Such amended budget may be adopted at a special members' meeting upon an affirmative vote of a majority of the owners' interest at such meeting. The additional amount so budgeted shall be assessed to each Unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year.



3. Special assessments for common expenses of more than \$400.00 for emergencies and extraordinary expenditures, which cannot be paid from the annual assessment for common expenses and the maintenance of funds shall be made only after notice of the need thereof to the Unit Owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes in the Regime, the assessments shall become effective, and shall be due in such manner as the Board of Directors may require after thirty (30) days' notice thereof. In the event any expenditure for repair or replacement of any Unit or common elements cannot be paid from annual assessment but can be at least ninety percent (90%) paid from insurance proceeds therefor, such expenditures may be made upon approval of the Board of Directors without approval of the members and an amended budget and assessment may be made therefor if necessary.

4. If an owner shall be in default of a payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to such owner, and thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to such owner either personally or by registered or certified mail. Interest shall be computed and due on balances due under this paragraph but unpaid on such due date at the maximum rate of interest allowable by law from the date such balance becomes due and payable, such interest shall be in addition to any other payments for which said owner is liable.

5. The holder of a mortgage on any Unit, upon its filing written request with the Association, shall be given written notice by the Association of any default in the performance of said mortgagor's obligations under these Bylaws, the Declaration or other condominium documents which is not cured within thirty (30) days.

6. All sums assessed but unpaid including, but not limited to, interest with respect to a Unit or against a Unit Owner, shall constitute a lien on such Unit prior to all other liens except:

- (a) Tax liens on the Unit in favor of any assessing Unit and special district,
- and
- (b) All sums unpaid on the first mortgage of record.

Said lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B.17 of the 1995 Code of Iowa, as amended, in which event the owner shall be required to pay a reasonable rental for the Unit. In the event the Association forecloses on any lien, the owner or owners of such Unit, by their membership in this Association, specifically waive any rights to delay or prevent foreclosure which they may



have against the Association by reason of the Homestead Exemption. The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien which it holds.

7. If a mortgagee or purchaser of a Unit obtains title as a result of foreclosure of a first mortgage, this mortgagee or purchaser, its successors or assigns, shall be liable for the assessments chargeable to such Unit. Likewise, the owner of a Unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments against the grantor or prior owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid therefor. The grantee or other successor in interest of an individual subject to a levy of an assessment on account of default shall be liable for any such special assessment.

8. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Director and in which the monies of the Association shall be deposited. Withdrawal of monies from the accounts shall only be by checks signed by such persons as are authorized by the Directors.

9. Before a transfer of a Unit takes place, the Treasurer shall be contacted and all assessments due shall be paid in full. The Treasurer shall then file an affidavit showing all assessments paid and the Unit may then be transferred

VII. AMENDMENT

1. These Bylaws may be amended, altered, repealed, or new Bylaws adopted by the members at a regular or special meeting of the members upon the affirmative vote of fifty-one percent (51%) of all votes outstanding.

2. To the extent provided by Section 499B.14 of the 1995 Code of Iowa, no modification nor amendment to these Bylaws shall be effective unless set forth in an amendment to the Declaration of Condominium, executed and recorded in the manner set forth in the Declaration and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law. Upon such recording said amendment shall be effective against all persons having an interest in a Unit or the Regime regardless of whether said person had such interest at the time said amendment was adopted.

VIII. MISCELLANEOUS PROVISIONS

1. The invalidity of any portion or provisions of these Bylaws shall not affect the validity of the remaining provisions or portions hereof.

2. The Board of Directors may require fidelity bonds from all directors, officers, or agents handling or responsible for Association funds and the expense of such bonds shall be common expense of the Association.

3. The Association shall promulgate such Rules and Regulations as it deems to be in the best interest of operating Edgewater Plaza Association. Such Rules and Regulations, as amended, shall be binding upon all members, guests, and agents of members. An amendment to the Rules and Regulations shall not constitute an amendment to the Declaration and shall be valid and enforceable upon adoption without recording the same as an amendment to the Declaration.

4. The Association shall at all times maintain separate and accurate written records of each Unit and owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that Unit and owner. Any person other than a Unit Owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

5. Each member shall have the obligation as such member as are imposed by the Regime document as an owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the Regime property except as the same may attach only against a member's pertinent interest therein and be removable as such.

6. No provision or restriction otherwise void by reason of application of the Rule Against Perpetuities or Section 558.68 of the 1995 Code of Iowa, as amended, shall continue for a period longer than the life of the last to survive of the owners or partners of the Declarant, and their children in being, at the time of the initial recording of the Declaration of Condominium and twenty-one (21) years thereafter.

7. Each owner or lessee of their Unit, as applicable, shall have a right to use and enjoy the common elements provided that such use shall be limited to the uses permitted by the Declaration of Condominium and other governing documents of the Regime.

#### IX. DEFINITIONS

Unless the context otherwise requires, the terms used herein shall have the meanings stated in the Horizontal Property Act, and as follows:

1. **Person.** The term "person" shall include an individual, a corporation, or other legal entity or its representative.

2. Owner. The term "owner" for purposes of these Bylaws shall mean any person who owns or holds for themselves an interest in one or more units subject to the Regime provided that the holder of a leasehold interest in a Unit shall not be an owner and further provided that the holder of an equitable interest shall be an owner.

3. Unit. The term "unit" means each unit subjected to the Regime of one or more rooms intended for use as a residence.

4. Ownership interest. The term "ownership interest" means the interest assigned to each individual unit by the Declaration of Condominium for purposes of voting, assessment, and determination of each unit's appurtenant interest in the common elements.

5. Common expenses. The term "common expenses" shall include:

- (a) expenses of administration, expenses of maintenance, operation, repair or replacement of common elements, and the portions of units to be maintained by the Association,
- (b) expenses declared common expenses by the Declaration or these Bylaws, and
- (c) any valid charge against the Regime as a whole.

6. Singular, plural and gender. Whenever the context so permits or requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

**X. INDEMNITY**

The Edgewater Plaza Owners Association hereby agrees to indemnify and hold harmless its Directors and officers for any and all costs and expense incurred, including the cost of defense and attorney fees, for any cause of action which results from the Directors and officers performance of their service and duties on behalf of the Association in their capacity as Directors or officers. Said indemnification applies to all actions which may result from negligent acts or lack of performance or failure to act or any other cause of action resulting from their performance or lack thereof of service or duties for the Association, but does not include indemnification for intentional or fraudulent acts.

IN WITNESS WHEREOF the undersigned has executed this instrument this 2 day of September, 1995.

EDGEWATER PLAZA  
CONDOMINIUM, INC. a/k/a

EDGEWATER PLAZA CONDOMINIUM  
ASSOCIATION

By: Wilbur De Jong  
President

Recorders Note: See Misc. Book "M" Page 431

INSTR. NO. 027365  
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02 OCT 11 AM 11:18  
JAN BORTSCHELLER  
RECORDER  
DICKINSON COUNTY, IOWA  
FEE \$ 11.00

Montgomery, Barry & Bovee 316 11th Street S.W. Plaza P.O. Box 500 Spencer, IA 1301 (712) 262-1150

AMENDED AND RESTATED  
DECLARATION OF SUBMISSION  
TO HORIZONTAL PROPERTY REGIME  
OF  
EDGEWATER PLAZA

The following is an amendment to the Amended and Restated Declaration of Submission to Horizontal Property Regime of Edgewater Plaza Owners Association (hereinafter the "Declaration"):

WHEREAS, most Units in the Horizontal Property Regime have either a balcony, deck or patio which hereinafter shall be referred to as "decks"; and

WHEREAS, all decks are either common areas or limited common areas; and

WHEREAS, it is desired that the decks become part of the individual Units to which they are attached so that all decks will no longer be common property or limited common property, but private property subject to easements for access and pole and construction support of adjoining decks; and therefore, the Horizontal Property Regime is hereby amended by adding the following to Section 3. Unit Description:

Section 3. Unit Description, is hereby amended by adding the following paragraphs to the Section:

All decks attached to a Unit as described above shall no longer be common areas or limited common areas, but shall become part of the individual Unit to which they are attached and therefore shall become private property subject to all the rules and regulations of the Horizontal Property Regime. The rules and regulations concerning decks of the Horizontal Property Regime shall regulate all decks in the Regime and shall be subject to amendment from time to time by the Edgewater Plaza Condominium Association. These rules shall require all decks be in conformance with the deck plans and specifications of the Horizontal Property Regime, and each individual Unit Owner shall not be allowed to change or alter their Unit deck unless it is done in accordance with the plans, rules and specifications concerning decks of the Horizontal Property Regime. All decks shall be subject to easements for deck support, poles and construction of adjoining decks. All decks further shall be subject to change in size, shape or character as determined by the Edgewater Plaza Condominium Association.

The decks located in Building 5 shall belong to the Units to which they are attached. These decks, however, shall be subject to an easement through said decks for ingress and egress and access to the specific Units located on the deck. Likewise, decks which currently have poles of support for adjoining or decks above them are also subject to easement of records for these poles and support for the decks above them. All decks shall be in conformance with the plans and regulations of Edgewater Plaza Condominium Association

which can be changed from time to time, and all decks shall be well maintained so as to present an uniform and well maintained appearance for the buildings of the Horizontal Property Regime.

All decks shall be insured by the Horizontal Property Regime. All furniture and furnishings located on said deck shall be insured by the Unit Owner to which the furniture and furnishings belong.

IN WITNESS WHEREOF the undersigned has executed this instrument this 31<sup>st</sup> day of August, 2002. The same being passed and approved by more than sixty-six and two-thirds percent (66 2/3%) of the Owners of the Units in the Regime.

EDGEWATER PLAZA  
CONDOMINIUM, INC. a/k/a

EDGEWATER PLAZA CONDOMINIUM  
ASSOCIATION

By: Thomas Van Roubel  
President



INSTR. NO. 027366

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

02 OCT 11 AM 11:20

JAN BORTSCHELLER  
RECORDER  
DICKINSON COUNTY, IOWA

Dick H. Montgomery 316 11th Street S.W. Plaza P.O. Box 500 Spencer, IA 1301 (712) 552-1150

AMENDMENT TO AMENDED AND RESTATED  
BYLAWS OF  
EDGEWATER PLAZA OWNERS ASSOCIATION

The following is an amendment to the Amended and Restated Bylaws of Edgewater Plaza Owners Association (hereinafter referred to as "Association"), a corporation organized pursuant to Chapter 504A of the 1995 Code of Iowa, as amended, located on certain portions of land in Okoboji, Dickinson County, Iowa.

Pursuant to the provisions of the Bylaws, Paragraph 3 of VI. FISCAL MANAGEMENT, states as follows is hereby deleted.

3. Special assessments for common expenses of more than \$400.00 for emergencies and extraordinary expenditures, which cannot be paid from the annual assessment for common expenses and the maintenance of funds shall be made only after notice of the need thereof to the Unit Owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes in the Regime, the assessments shall become effective, and shall be due in such manner as the Board of Directors may require after thirty (30) days' notice thereof. In the event any expenditure for repair or replacement of any Unit or common elements cannot be paid from annual assessment but can be at least ninety percent (90%) paid from insurance proceeds therefor, such expenditures may be made upon approval of the Board of Directors without approval of the members and an amended budget and assessment may be made therefor if necessary.

In substitution thereof Paragraph 3 of VI. FISCAL MANAGEMENT, shall be as follows:

3. Special assessments for common expenses, which are for emergencies or extraordinary expenditures of more than an annual assessment of \$400.00 per Unit Owner, which can not be paid from the annual assessment for common expenses and maintenance, shall be made only after the following procedures have been followed:

- a. Notice of the need and the amount of the expense is given to all Unit Owners.

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*Handwritten:* 11:00 AM

- b. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes in the Regime the assessment shall become effective.
- c. Payments for the assessment shall be due in such manner as the Board of Directors may require after thirty (30) days' notice of the assessment to Unit Owners.

In the event any expenditure for repair or replacement of any Unit or common elements cannot be paid from annual assessment but can be at least ninety percent (90%) paid from insurance proceeds therefore, such expenditures may be made upon approval of the Board of Directors without approval of the members and an amended budget and assessment may be made therefor if necessary.

IN WITNESS WHEREOF the undersigned has executed this instrument this 31<sup>st</sup> day of August, 2002. The same being passed and approved by more than one-half of the votes in the Regime.

EDGEWATER PLAZA  
CONDOMINIUM, INC. a/k/a

EDGEWATER PLAZA CONDOMINIUM  
ASSOCIATION

By: Thomas Van Roubil  
President

RECORDER'S NOTE: SEE CORPORATION RECORD BK #9, PG 275

INSTR. NO. 07-08048

BK \_\_\_\_\_ PAGE \_\_\_\_\_

2007 DEC 31 AM 10 03

JAN BERTSCHELLER  
RECORDER  
DICKINSON COUNTY, IOWA

FEE \$ 12.00

Montgomery, Barry & Bovee 316 11th Street S.W. Plaza P.O. Box 500 Spencer, IA 1301 (712) 262-1150

AMENDMENT TO THE  
AMENDED AND RESTATED  
BYLAWS OF  
EDGEWATER PLAZA OWNERS ASSOCIATION

The following is an amendment to the Amended and Restated Bylaws of Edgewater Plaza Owners Association (hereinafter referred to as "Association"), a corporation organized pursuant to Chapter 504 of the 2005 *Code of Iowa*, as amended, located on certain portions of land in Okoboji, Dickinson County, Iowa.

Pursuant to the provisions of the Bylaws a following new paragraph provision entitled XI, SWIMMING POOL, is added to the Bylaws as follows:

XI. SWIMMING POOL

1. In accordance with *Iowa Code* Section 135I.2, the swimming pool owned and operated by Edgewater Plaza Owners Association is exempt from the requirements of *Iowa Code* Chapter 135I and the *Iowa Administrative Code*, Section 641, Chapter 15, as the Association has fewer than 72 Units and the Edgewater Condominium Association has elected to have the swimming pool inspected at least annually by a certified operator (as defined in 641 IAC 15.3(1)).

2. The report of the inspection of the pool by the certified operator (as defined in 641 IAC 15.3(1)), shall be filed with the Secretary of the Edgewater Plaza Owners Association.

3. The Edgewater Plaza Owners Association assumes full liability for the operation of the swimming pool.

IN WITNESS WHEREOF the undersigned has executed this instrument this 1st day of SEPTEMBER, 2007. The same being passed and approved by more than one-half of the votes in the Horizontal Property Regime.

EDGEWATER PLAZA  
CONDOMINIUM, INC. a/k/a

EDGEWATER PLAZA CONDOMINIUM  
ASSOCIATION

By: Charles Sand  
President

**CERTIFICATE CERTIFYING ADOPTION OF  
AMENDMENT TO THE AMENDED AND RESTATED  
BYLAWS OF EDGEWATER PLAZA OWNERS ASSOCIATION**

The undersigned, the duly elected President of the Edgewater Plaza Owners Association does hereby depose and state that the attached amendment was passed and duly adopted by the Edgewater Plaza Association in compliance with and conformity to all provisions set forth in regard to amending the Bylaws of Edgewater Plaza Owners Association. That said document was amended at the annual meeting of the Edgewater Plaza Association held on the 1st day of September, 2007. That said approval was obtained only after proper notice to all members with a voting quorum, in person or by proxy. The Amendment to the Amended and Restated Bylaws of Edgewater Plaza Owners Association was also adopted and approved by the Board of Directors.

That the members additionally voted that this Certificate be prepared by the President of the corporation to be filed at the Dickinson County Recorder's office attached to the Amendment to the Amended and Restated Bylaws of Edgewater Plaza Owners Association.

EDGEWATER PLAZA CONDOMINIUM  
ASSOCIATION

By: Charles Sand  
Charles Sand, President

STATE OF IOWA, County of Cherokee, ss:

On this 16 day of October, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles Sand to me personally known, who, being by me duly sworn did say that he is President of corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Charles Sand as President acknowledges the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Carol Reuter  
Notary Public in and for said State

