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**DECLARATION OF SUBMISSION OF PROPERTY  
TO HORIZONTAL PROPERTY REGIME  
FOR  
GOLF VILLAS CONDOMINIUMS**

KUCH BUILDERS, INC., referred to herein as "Developer", hereby executes this instrument of Declaration of Submission of Property to a Horizontal Property Regime to be known as GOLF VILLAS (hereinafter referred to as "regime") all pursuant to Chapter 499B, Code of Iowa, (this and all other references in this Declaration and exhibits hereto to the Code of Iowa refer to the 2005 Code of Iowa), as amended, entitled "Horizontal Property Act (Condominiums)" the same to take effect when filed for record in the Office of the Dickinson County Recorder.

**RECITALS**

A. The Developer is the Owner of the land (the "Land") and proposed improvements to be known as Golf Villas Condominiums in the City of Milford, Dickinson County, Iowa. The legal description of such Land is as follows:

**LEGAL DESCRIPTION THE LAND**

Lot 38 of the Plat of Nature Trails, in the City of Milford, Dickinson County, Iowa; subject to all easements and covenants of record ("Lot 38" and/or the "Land"). Recorded with the Plat of Nature Trails (filed September 30, 2005 in Book 24, Page 433 of the Dickinson County Recorder's Office) are easements, covenants, and restrictions, which expressly continue as part of said Lot 38

B. Site Plan depicting the Land and the proposed Building(s) and Units to be constructed thereon is attached hereto as Exhibit A (the "Site Plan").

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C. This Declaration is new building construction and not a conversion of an existing structure. A building permit was issued by the City of Milford, Iowa for this new construction.

D. The Golf Villas Condominiums is to consist of the Land and 12 separate one story/level wood frame Building(s) thereon, with wood/cement board siding, and laminate architectural shingles on the roof, with the Building(s) being comprised of two- and three-bedroom Units, each with an attached car garage, as shown the plans/drawings filed herewith as Exhibit B. The principal materials of which the Units are constructed are as follows: foundation, reinforced concrete; units, wood frame construction with asphalt shingles. For further particulars, see the plans drawings filed herewith as Exhibit B. Developer by this Declaration submits Golf Villas Condominiums, to a condominium development as defined in Chapter 499B, Code of Iowa, pursuant to this Declaration. The lettering and numbering of the Building(s), Units and garages are shown in the attached Exhibit A. Each Unit will have a corresponding attached car garage. The approximate area of the Units, the number of rooms contained in the Units, and the common areas to which each Unit has access are shown in Exhibits A & B, which by this reference are incorporated herein.

E. Developer's purpose, by filing this Declaration, is to submit and convey the Land described above and the Building(s) to be constructed thereon, together with all appurtenances thereto, to the condominium form of ownership and use pursuant to the provisions of the aforesaid Horizontal Property Act, and to impose upon such property mutually beneficial restrictions under a general plan of improvement for the benefit of all condominium Units and the Owners thereof.

NOW, THEREFORE, Developer does hereby declare that all of the Land and the Building(s) thereon be denominated as Golf Villas Condominiums and shall be held subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in the furtherance of a plan for the improvement of the property and the division thereof into condominiums and shall run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any person owning an interest in the real property, improvements and appurtenances thereto, his her grantees, successors, heirs, executors, administrators, devisees and assigns.

## ARTICLE I

### DEFINITIONS AND GENERAL

1. Association. The term "Association" means NATURE TRAILS OWNERS' ASSOCIATION, INC. formed with the platting proceedings of the Plat of Nature Trails in the City of Milford, Dickinson County, Iowa filed September 30, 2005 in Book 24, Page 433 of the Dickinson County Recorder's Office (the "Plat of Nature Trails"), and its successors and shall, for purposes of this Declaration, be the "Council of Co-Owners" as defined in Section 499B.2(3) Code of Iowa.
2. Building(s). The term "Building(s)" or "Building(s)" means the buildings constructed on said Lot 38 containing the Units.
3. Common Elements or Areas. The term "common elements" or "common areas" means all general common elements and limited common elements as defined herein.
4. Condominium. The term "condominium" when used as a noun means a Unit and appurtenances thereto.
5. Condominium Documents. The term "condominium documents" means this Declaration, all exhibits attached hereto, including, the Articles of Incorporation and Bylaws of the Association, and supplements, if applicable, and amendments thereto.
6. General Common Elements. The term general common elements means and is described as all portions of the property not specifically reserved to a Unit, except such portions of the property which are defined or reserved as limited common elements, and the term also includes, but is not limited to, the land, landscaping and plantings located in the common elements, general access areas, entrance features (such as signs and landscaping

in the condominium regime), common areas, exterior appearance of the Units, location of the buildings/Units, and the Golf Villa Drive.

All sewer, water, electrical, gas, telephone and other utility or service lines and appurtenances thereto located outside of any Unit, or which serve more than one Unit are general common elements notwithstanding the same being located in part within a Unit or within a Unit's lot lines. All sewer, water, electrical, gas, telephone and other utility or service lines and appurtenances thereto located inside a Unit, or within the Unit's lot lines (as shown in the attached Site Plan), which serve only one Unit are owned by, and are the responsibility of the respective Unit Owner.

7. Owner. The term "Owner" means the holder(s) of a real property interest in a Unit, except when otherwise defined in the condominium documents, and excluding mortgagees not in possession, lienholders and interests merely collateral in nature.
8. Ownership Units. The term "ownership Units" means the ownership Units made appurtenant to each Unit in Article III and its corresponding attached car garage hereof for purposes, including, but not limited to, determining each Unit's appurtenant share of the common elements, and determining voting and assessment in accordance with the Bylaws of the Association.
9. Property or Project. The term "property" or "project" or the term "condominium property" or "condominium project" includes all property, real, personal or mixed submitted to the regime other than the personal property of any Owner which might otherwise be considered submitted to the regime.
10. Unit. Each Unit shall consist of the interior and exterior areas of an Unit within such Unit's lot lines as shown in the attached site plan, this includes, but is not limited to, the inside and outside structure of the Unit (except the exterior appearance and location of the Unit, which is a common element), the driveways that serve the respective Unit, plants and landscaping within said Unit's lot lines, and if applicable, the portion of the sidewalk located within said Unit's lot lines, or projection thereof to the street (excepting any portion of the Golf Villa Drive, which is a common element; however, all sidewalks, and any portion thereof, may be used by the public and/or the lots owners of the Plat of Nature Trails, and an Unit Owner shall not, in any way, obstruct or impede access therefor). All sewer, water, electrical, gas, telephone and other utility or service lines and appurtenances thereto located inside a Unit, or within the Unit's lot lines (as shown in the attached Site Plan), which serve only one Unit are considered to be part of the respective Unit. "Unit" shall have the same meaning as "apartment" as defined in Section 499B.2(1) Code of Iowa, except as further defined in this paragraph.
11. Plural and Gender. Whenever the context so permits or requires, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.
12. Successors, Grantees and Assigns. Reference to Developer, an Owner, the Association, or any person or entity shall include the respective heirs, successors, grantees and assigns thereof.
13. Severability. The invalidity of any covenant, restriction agreement, undertaking, or other provision of any condominium document shall not affect the validity of the remaining portions thereof.
14. Incorporation. Exhibits attached hereto and referred to herein are hereby made a part hereof with the same force and effect as other provisions of this document; provided that, wherever specifically provided, modification of certain exhibits shall not be deemed an amendment of this Declaration.
15. Other Definitions. Certain other terms are defined at various places in this Declaration and to the extent not defined herein; the definitions contained in the Horizontal Property Act shall control.
16. Plat of Nature Trails. References to Plat of Nature Trails are to the platting proceedings of this Plat of Nature Trails, in the City of Milford, Dickinson County, Iowa filed

September 30, 2005 in Book 24, Page 433 of the Dickinson County Recorder's Office (the "Plat of Nature Trails") and to the extent not defined herein or to the extent not in conflict with the provisions contained herein, the provisions contained in the Plat of Nature Trails shall control.

## ARTICLE II

### **IDENTIFICATION OF LAND, BUILDINGS AND UNITS**

1. Location of Land and Improvements. The Land and improvements hereby submitted to the regime are located at Milford, Dickinson County, Iowa, as legally described above and as depicted on the Site Plan. The Building(s) with the respective attached garage located on said Land are hereby submitted to the regime. The Units in such Building(s), which are shown on the Site Plan (attached hereto as Exhibit A) and depicted on the Building(s) floor plans attached hereto as Exhibit B, are hereby submitted to the regime. Exhibits "A" and "B" contain and such contents shall govern, for purposes of this Declaration and for purposes of meeting certain requirements of Section 499B.4 and 499B.6 of the Code of Iowa, the following:
  - (a) The number identifying the Building(s) and each Unit, the location and number of rooms in each Unit and the common area to which each Unit has access.
  - (b) The full and exact copy of the plans of the Building(s) which show graphically all particulars of the Building(s) including, but not limited to, the dimensions, area and location of the common elements affording access to each Unit.
2. Golf Villa Drive. Golf Villa Drive, shown in Exhibit "A" shall be a private street within the regime and a common element thereof, affording access to the Units and common element from public streets, and an easement over such street as is necessary for ingress and egress to such Units. Golf Villa Drive is to be maintained by the Nature Trails Association as part of the Nature Trails common elements.

## ARTICLE III

### **OWNERSHIP OF UNITS, APPURTENANCES AND EASEMENTS**

1. Exclusive Ownership of Unit and Garage. Each Owner shall be entitled to exclusive ownership and possession of his/her Unit and corresponding attached car garage. An Owner shall be deemed to own the interior and exterior of the Unit and garage (except the exterior appearance and location of the Unit, which is a common element); all sewer, water, electrical, gas, telephone and other utility or service lines and appurtenances thereto located inside a Unit, or within the Unit's lot lines (as shown in the attached Site Plan), which serve only one Unit; the driveways that serve the respective Unit; plants and landscaping within said Unit's lot lines; and if applicable, the portion of the sidewalk located within said Unit's lot lines, or projection thereof to the street (excepting any portion of the Golf Villa Drive, which is a common element; however, all sidewalks, and any portion thereof, may be used by the public and/or the lots owners of the Plat of Nature Trails, and a Unit Owner shall not, in any way, obstruct or impede access therefor).
2. Appurtenances. There shall pass with the ownership of each Unit as a part hereof, whether or not separately described, all appurtenances to such Unit and its corresponding attached car garage (whether such appurtenance is described in this Article or elsewhere in this Declaration or in the Bylaws of the Association). No part of the appurtenant interest of any Unit and its corresponding attached car garage may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such Unit itself, or of all Units in the regime.
3. Ownership Units. For purposes of this Declaration and the Bylaws of the Association, appurtenant to each Unit shall be one ownership Unit and its corresponding attached car garage as listed in Exhibit "C" of this Declaration. The ownership Units which are appurtenant to each Unit are hereby created by this Declaration and shall be counted for

all purposes stated herein and in the other condominium documents irrespective of any actual occupancy or use of the Unit to which appurtenant.

4. Undivided Ownership Interest. An undivided interest in the land and other common elements of the regime, regardless of whether such elements are general or limited common elements shall be appurtenant to each Unit. The amount of such undivided interest appurtenant to each Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the number of all Units which have been submitted to this regime, all as shown on Exhibit C, attached hereto. No Unit may be sold without also conveying the Owner's undivided interest in the general common elements and facilities set forth in this Declaration and in the platting proceedings of the Plat of Nature Trails, whether or not it is so stated in the conveyance. Conversely, no conveyance of interest in the general common elements and facilities shall be made without a conveyance to the same party of a corresponding Unit.
5. Use of Limited Common Elements. The exclusive use of limited common elements shall be deemed an appurtenance of the Unit or Units for which said elements are reserved provided such use and enjoyment shall be limited to the uses permitted by this Declaration and other condominium documents.
6. General Common Elements. Appurtenant to each Unit shall be a right to use and enjoy the general common elements.
7. Membership and Voting Rights. Appurtenant to each Unit shall be membership in the Association and one vote in the affairs of the Association and of the regime, provided the exercise of such voting and membership rights shall be subject to the applicable provisions of the Articles and Bylaws of the Association and of the other condominium documents. The action of such Association shall be deemed the action of the Owners or of the Council of Co-Owners whenever such action is permitted or required by Chapter 499B of the Code of Iowa; and such action when taken in accordance with the Bylaws of the Association and this Declaration shall be final and conclusive upon all Unit Owners.
8. Encroachment Easements. If any portion of the common elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the common elements, or if any of such encroachments shall occur hereafter as a result of shifting or settling of the Building(s) or from alteration, repair or improvement to the common elements or as a result of repair or restoration of the common elements, or a Unit after damage by fire or other casualty, or as a result of condemnation or of eminent domain proceedings, then in each of such events a valid easement shall exist for such encroachment and for the maintenance thereof so long as the Building(s), common elements and Units exist, as long as the physical boundaries of the Units after construction, reconstruction, repair, etc. are in substantial accord with the description of those boundaries that appear in this Declaration.
9. Cross Easements. Appurtenant to each Unit shall be easements from each Unit Owner to each other Unit Owner and to the Association and from the Association to the respective Unit Owners as follows:
  - (a) For ingress and egress through the common areas and for maintenance, repair, and replacement as authorized;
  - (b) Through the Units and common elements for maintenance, repair and replacement or reconstruction of common elements, but access to Units and limited common elements shall be only during reasonable hours except in case of emergency;
  - (c) Through the Units and common areas for utility or service appurtenances and other facilities for the furnishing of utility or other services to the other Units and the common areas.
10. Utility Easements. The Association shall have the right to grant utility easements under, through and over the common elements, which are reasonably necessary to the ongoing development and operation of the Condominium Project.

11. Owners' Access. Each Unit Owner shall have a perpetual right appurtenant to the Owner's ownership interest in the Unit for access to and from the Owner's Unit across and through the common elements.

#### ARTICLE IV

##### DEVELOPER'S RESERVED RIGHTS, POWERS AND OBLIGATIONS

1. Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision hereof to the contrary, to sell, lease or rent Units not previously sold by the Developer to any person and shall have the right to transact on the condominium property any business relating to construction, sale, lease or rental of such Units and any recreational facilities including, but not limited to, the right to maintain models, offices, signs, employees and equipment and materials on the premises, and to use common elements to show such Units. A sale and rental office, signs and all items and equipment pertaining to sales or rentals and other facilities furnished by Developer shall not be considered common elements and shall remain their separate property. Developer retains the right to be and remain the Owner of completed but unsold Units under the same terms and conditions as other Owners, including membership in the Association, save for this right to sell, rent, or lease.
2. Designation of Association Directors. Pursuant to Section Article 11 (11.05) of the Plat of Nature Trails, until 2/3rds of the Nature Trails Lots (on both Phase I and II) are sold by the Eastview, Inc., its successors and/or assigns, Eastview, Inc. shall have sole voting control and authority relating to the Association, the Board of Directors and all other matters relating to the operation of the Association. At such time as Eastview, Inc. (its successors and/or assigns) has sold 2/3rds of the Nature Trails Lots (on both Phase I and II), all such voting control and authority shall automatically transfer to the Board of Directors (hereinafter referred to as the "Control Transfer Date"). Thereafter the Board of Directors shall be selected in the manner specified in the Bylaws of the Association.
3. Right To Amend Plans. Developer reserves the right to change the interior design and arrangement of all Units and garages, and to alter the boundaries between apartments and garages, so long as Developer owns the Units so altered. If Developer shall make any changes in Units so authorized, such changes shall be reflected by an amendment to the Declaration. An amendment made pursuant to this paragraph need be signed and acknowledged only by the Developer, its agents or assigns and need not be approved by the Association, Unit Owners or lien holders/mortgagees, whether or not elsewhere required for an amendment. Provided, however, no change pursuant to this paragraph shall alter the boundaries of the common elements without amendment of this Declaration by approval of the Association.
4. Construction of Units -- Variation and Adjustments. The Developer reserves the right to substitute for any of the materials, equipment and appliances, materials, equipment and appliances of equal or better quality.
5. Developer, Kuch Builders, Inc., shall collect from the prospective Unit Owner an amount at least equal to two months of estimated common charges for each Unit, which will be paid over to the Association, pursuant to Article II, Section 11.04 of Plat of Nature Trails. Once all of the Units have been sold by the Developer, Kuch Builders, Inc., then the Association shall collect these funds.
6. Construction of Buildings. Developer reserves the right to construct one Building(s), if applicable, at a time in the Condominium Regime.
7. Assignment of Developer's Reserved Rights. Developer shall have the right to assign all of its reserved rights and obligations as Developer to any person, corporation or other entity. Upon such assignment of Developer's reserved rights, the initial Developer shall have no further obligation in connection with the Condominium Regime.
8. Right of Access. The Developer reserves an easement over the common elements of the Condominium Regime for the purpose of completing the improvements and phases

thereof contemplated by this Declaration. Provided, however, the Developer shall restore any common element disturbed by Developer's use of such easement to the condition existing prior to the disturbance as soon as practically feasible after Developer's use of the easement rights granted herein are concluded. Also, the easement rights granted herein shall be exercised by the Developer only, if and when the access required by Developer is not otherwise reasonably available other than over, across, or through the common elements.

#### ARTICLE V

##### MANAGEMENT OF THE REGIME

1. Association; Membership; Vote or Other Action of Owners The business and affairs of the regime shall be governed and managed by the Association established in the Plat of Nature Trails, which is a non-profit membership corporation organized and existing under Chapter 504.101, Code of Iowa. Copies of its Articles of Incorporation and of its Bylaws are attached to the platting proceedings of the Plat of Nature Trails in the City of Milford, Dickinson County, Iowa filed September 30, 2005 in Book 24, Page 433 of the Dickinson County Recorder's Office and by this reference incorporated herein as if fully set forth herein. Whenever a vote or other action of Unit Owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the Owners or of the Council of Co-Owners whenever such action is permitted or required herein or by Chapter 499B of the Code of Iowa.
2. Agreements and Compliance. All Owners, the Association, tenants, families, guests and other persons using or occupying the regime shall be bound by and strictly comply with the provisions of the Bylaws of the Association and applicable provisions of the other condominium documents, and all agreements, regulations, and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such Owners and other persons. A failure by any Owner, the Association, tenant, family, guest or other person occupying or managing the Condominium Regime to comply with the Bylaws, or the provisions of the other condominium documents, or any agreement or determination thus lawfully made, shall be grounds for an action to recover sums due for damages on the part of the Association or any Owner, as applicable, and for mandatory or other injunctive relief, without waiving either remedy. The costs, including reasonable attorney's fees, incurred by the Association to enforce the same shall be a lien against the Unit whose Owner failed to comply and this lien shall be subject to foreclosure by the Association.
3. Availability of Documents and Records. The Association shall make available to Unit Owners, lenders and the holders and insurers of the first mortgage on any Unit, current copies of this Declaration, the Bylaws of the Association and any rules or regulations passed by the Association governing the Condominium Regime and other books, records and financial statements of the Association. Such information shall also be made available by the Association to prospective purchasers of Units, including the most recent audited financial statement of the Association, if such is prepared. "Available" shall, at the least, mean available for inspection upon request during normal business hours, or under other reasonable circumstances. Also upon the written request of any agency or corporation which has an interest or prospective interest in the Condominium Regime, the Association shall be required to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.
4. Included Powers; Foreclosure of Lien; Waiver of Partition. Each Owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it, the Council of Co-Owners and the Owners as a group by Chapter 504.101 and 499B Code of Iowa, and, as such, are more particularly set forth in the condominium documents, including but not limited to, the making of assessments chargeable to Owners and the creation of a lien on Units thereby, and the right, acting on behalf of the Unit Owners, to foreclose the lien thereof and acquire a Unit at foreclosure sale and to hold, lease, mortgage or convey the same; all Unit Owners shall be deemed to have waived all rights of partition, if any, in connection with such acquisition. Each Owner hereby waives any



right to delay or prevent such foreclosure by the Association, which he/she may have by reason of a homestead exemption, or any other exemption or exception.

5. No Avoidance by Waiver of Use; Right of Entry. Each Owner shall be liable for all assessments made by the Association against his/her Unit for common expenses and liabilities of the Association and the condominium property and regime. The liability of a Unit Owner for all assessments made by the Association may not be avoided by waiver of the use, or enjoyment of any common element, or by abandonment of a Unit for which an assessment is made. The Association shall have the right exercisable at reasonable times to enter a Unit as may be necessary or advisable to carry out its responsibilities.
6. Utilities. Each Unit Owner shall pay all charges before they become delinquent for telephone, electricity, gas, cable television and any other service which is billed directly to the Unit Owner. In the event of a sale or transfer of a Unit, it shall be the parties' responsibility to ensure that these utilities are transferred to the name of the new Unit Owner.
7. Management Contract. The Association has the right to enter into a contract with Developer or its assigns for professional management of its affairs and the management fee thereof shall be a common expense. Upon or after the Control Transfer Date, the Association or the Developer shall have the right to terminate such contract without penalty, or cause, upon 90 days written notice to the other party.
8. Discharge of Liability. The Owner shall promptly discharge any lien (except mortgage liens), which may hereafter be filed against his/her condominium Unit.
9. Negligence. A Unit Owner shall be liable to the Association and the other Owners for the expense of any maintenance, repair, or replacement rendered necessary by his/her act, neglect, or carelessness, or by that of his/her family, guests, employees, agents, or lessees, which liability shall include any increase in insurance rates resulting therefrom. Each Owner shall be responsible for the conduct of their guests, tenants, agents or lessees.
10. Limitation of Association's Liability. The Association shall not be liable for any failure of utility service to be obtained and paid for by the Association hereunder, or for injury or damage to property caused by, or on the common elements, or by another Owner, or person in the project, or resulting from electricity, water, rain, air, dust, dirt or sand which may leak or flow from outside or from any parts of the Building(s), or from any of its pipes, drains, conduits, appliances or equipment or from any other place unless caused by negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the common area, or from any action taken to comply with any law, ordinance, or order of a governmental authority.
11. Indemnification of Management Committee Members. Each member of the Association shall be indemnified by the Owners against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him/her in connection with any proceedings to which he/she may be a party, or in which he/she may become involved, by reason of his/her being, or having been, an officer or director of the Association, or any settlement thereof, whether or not he/she is an officer or director at the time such expenses are incurred, except in such cases wherein such person is adjudged guilty of, or liable, for willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association.
12. Association as Attorney-in-Fact for Owners. The Association is hereby irrevocably appointed attorney-in-fact for the Owners of each and every Unit to manage, control and deal with the interest of such Owners in the common areas so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, to deal with the Condominium Units Regime upon its destruction, or obsolescence, as hereinafter provided. The acceptance by any person or entity of any

interest in any Unit shall constitute an appointment of the Association as an attorney-in-fact as provided above.

13. Subordination of Assessment Liens. If any Unit subject to a lien created by any provision in this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage, or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien, except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure, or the acceptance of the deed in lieu of foreclosure, shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure, or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure, or the acceptance of a deed in lieu of foreclosure. All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure, or the acceptance of a deed in lieu of foreclosure, and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting Owner personally.

## ARTICLE VI

### MAINTENANCE, ALTERATION AND IMPROVEMENT

1. Definitions. Certain terms used in this Article shall have a meaning as follows, provided any dispute over the characterization of work within one of the following meanings shall be conclusively decided by the Board of Directors of the Association.
  - (a) "Maintenance" or "repair" shall mean the act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding and similar work necessary to preserve a Unit, the Building(s), the common elements, or the property in its condition as of the date of the completion of such improvements or restoration.
  - (b) "Improvement" shall mean the addition of a new structure, element or facility, other than a structure, element or facility, otherwise provided for by this Declaration or any supplemental Declaration.
2. Maintenance by Association.
  - (a) The Association shall maintain all common elements, whether limited or general, and shall make assessments therefor as a common expense, except where the cost of maintenance has been specifically made the responsibility of each Unit in which case, each such Unit shall be assessed on an individual basis.
  - (b) The Association shall repair incidental damage caused to a Unit through maintenance by the Association and shall assess the cost thereof as a common expense.
  - (c) If a Unit Owner defaults on his/her responsibilities of maintenance, the Association may assume such responsibilities and if so assumed, the Association shall assess the cost thereof against the Owner of such Unit, and such assessment shall be collectible from the Unit Owner as if it were an assessment for common expenses.
  - (d) The Association may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, rebuilding, renovation, restoration or similar work to one or more Units and the cost thereof may in the discretion of the Association, either be assessed against each Unit on which such costs were incurred, or be assessed against all Units as a common expenses according to the circumstances.
  - (e) Golf Villa Drive. Golf Villa Drive is to be maintained by the Association as part of the common elements.

3. Maintenance by Owner.

(a) Each Unit Owner, at his/her own expense, shall maintain the interior and exterior of his/her Unit and garage, including without thereby limiting, all sewer, water, electrical, gas, telephone and other utility or service lines and appurtenances thereto located inside a Unit, or within the Unit's lot lines (as shown in the attached Site Plan), which serve only one Unit; the driveways that serve the respective Unit; plants and landscaping within said Unit's lot lines; and if applicable, the portion of the sidewalk located within said Unit's lot lines, or projection thereof to the street (excepting any portion of the Golf Villa Drive, which is a common element; however, all sidewalks, and any portion thereof, may be used by the public and/or the lots owners of the Plat of Nature Trails, and an Unit Owner shall not, in any way, obstruct or impede access therefor). Also included in Owner's maintenance responsibilities is the maintenance of the outside appearance of his/her respective Unit, including without thereby limiting, mowing and landscaping to the Owner's respective unit. However, the exterior appearance of the Units is controlled by the Association as a common element, so that if a Unit Owner fails to maintain a neat, presentable and attractive exterior appearance of his/her Unit, including, without thereby limiting, mowing and landscaping, the Association may, at the Association's discretion, take measures to address this matter, including, without thereby limiting, assessing a violation/delinquency fee to the Owner and his/her respective Unit until the items are remedied to the Association's satisfaction.

(b) The Owner of each Unit shall be responsible for all maintenance to his/her Unit and garage, including without thereby limiting, interior and exterior, utility meters and other appurtenances thereto that provide utility service to such Owner respective Unit and garage. Utility meters and appurtenances thereto that are common to all Units shall be considered a common element. Neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise, of articles which may be stored by the Owner in a common area.

(c) The Unit Owner shall maintain, at his/her expense, any improvement or other alteration, within his/her Unit, made by him/her.

(d) The Owner of each Unit shall promptly report to the Association any defects or other maintenance needs, which are the responsibility of the Association.

4. Alteration or Improvements by Owner. Alterations to the exterior of the Building(s) or common elements shall not be made, if, in the opinion of the Board of Directors of the Association, such alteration would not become the integrity and appearance of the regime as a whole. The improvement or alteration of a Unit shall cause no increase or decrease in the number of ownership Units in the Regime.

## ARTICLE VII

### CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP USE, AND THE OWNERSHIP, USE, OCCUPATION, AND ENJOYMENT

1. Subjection of the Property to Certain Provisions. The ownership, use, occupation, and enjoyment of each Unit and of the common elements of the regime shall be subject to the provisions of the Bylaws and Articles of Incorporation of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified, shall have equal status and shall be enforceable and binding as a covenant, condition, restriction, or requirement running with the land and shall be binding on and enforceable against each and all Units and the Owners thereof and their respective assigns, lessees, tenants, occupants, and successors in interest.

2. Use of Property. The use of the property shall be in accordance with and subject to the following provisions:

(a) All the restrictions and covenants set forth in the platting proceedings of the Plat of Nature Trails in the City of Milford, Dickinson County, Iowa filed September 30, 2005 in Book 24, Page 433 of the Dickinson County Recorder's Office and by this reference incorporated herein as if fully set forth herein.

(b) All leases shall be in writing with a copy thereof provided to the Owners' Association prior to the date of possession and shall be subject to the terms of this Declaration and of the Articles of Incorporation, Bylaws and any rules or regulations adopted by the Association. In no event shall Owner lease his/her Unit for less than 30 days. No lease shall relieve the Owner of the Unit from liabilities and responsibilities to the Owners' Association and other Owners as set forth in the Declaration, or imposed under the laws of the State of Iowa.

(c) There shall be no obstruction of any common elements. Nothing shall be stored on any common elements without the approval of the Association. Vehicular parking upon general common elements, if applicable, may be regulated or assigned by the Association. Repair or maintenance of automobiles in any general common element is strictly prohibited.

(d) Nothing shall be altered in, constructed in, or removed from the common elements, except upon written consent of the Board of Directors of the Association.

(e) No vehicle belonging to a Unit occupant or to a member of his/her family or guest, tenant or employee of it Unit occupant shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit by another vehicle. Further, bicycles and mopeds not stored in a garage, which is part of a Unit shall not be stored in common elements except in the parking areas designed by the Association. Garages shall not be used as a shop nor shall said garages be rented to someone not having a residence in a corresponding Unit.

3. The Association shall have the authority to amend and adopt reasonable rules and regulations governing the use of the condominium property and such rules shall be observed and obeyed by the Owners, their guests, and licensees. Such rules after being properly adopted shall have the same force and effect as if contained in this Declaration.

#### ARTICLE VIII

#### CONDEMNATION

1. Taking by Eminent Domain. Payment for the taking of the common elements, by eminent domain or the conveyance under threat thereof shall be deposited with the Association to be held in trust for the Unit Owners and their first mortgage holders, as their interests may appear. Even though the awards may be payable to Owners, the Unit Owners shall deposit the awards with an insurance trustee, so designated by the Association. And, in the event of failure to do so, in the discretion of the Association a special assessment shall be made against a defaulting Owner in the amount of his/her award, and the amount of such award shall be set off against the sums hereinafter made payable to such Owner. The proceeds of the award shall be distributed or used in a manner provided by the Association. The Association shall thereafter have the right to file among the land records an amendment to this Declaration to incorporate all necessary changes.

#### ARTICLE IX

#### DESTRUCTION; CASUALTY AND REPAIRS

1. In the event that a Unit is damaged or destroyed by fire or other peril, it shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications using the proceeds of insurance available for that purpose, if any. In the event of damage or destruction of all or more than one Unit, a majority vote of the Owners of the Units built upon the condominium regime shall determine whether to rebuild, repair, restore or sell the property.

ARTICLE X

INSURANCE

1. Each respective Unit Owner shall be responsible to maintain adequate insurance for his/her respective Unit and garage. Insurance on the Unit shall be in an amount equal to full replacement value of the Unit and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. This insurance policy shall be endorsed to include the Association as an additional named insured and to provide at least 30 days notice to the Association of any termination or non-renewal of the policy.

ARTICLE XI

CONTROL OF ASSOCIATION

Notwithstanding anything to the contrary provided herein, so long as the Developer, Kuch Builders, Inc., retains an interest in any of the Units subject to this Declaration, Eastview, Inc. shall have sole voting control and authority relating to the Association, the Board of Directors and all other matters relating to the operation of the Association, pursuant to the Plat of Nature Trails. At such time as the Developer, Kuch Builders, Inc. no longer retains an ownership interest in any Unit, all such voting control and authority shall automatically transfer back to the Association Board of Directors.

ARTICLE XII

AMENDMENT

1. Procedure. Except as otherwise provided in this Declaration, this Declaration may be amended as provided in the platting proceedings of the Plat of Nature Trails in the City of Milford, Dickinson County, Iowa filed September 30, 2005 in Book 24, Page 433 of the Dickinson County Recorder's Office, and by this reference incorporated herein as if fully set forth herein.

However, Developer, Kuch Builders, Inc., may, until all phases of the Condominium Regime contemplated herein have been completed or until the Developer has sold all the Units in this regime, make amendments to this Declaration without the approval of the Unit Owners or its lienholders, or mortgagees. Any supplemental or amendment to this Declaration filed by the Developer need be executed only by the Developer or its assigns notwithstanding ownership of Units by others and no consent of other Owners, or its lienholders or mortgagees shall be required.

Effectiveness. Upon its recordation at the Office of the Dickinson County Recorder by the President or other officer appointed for that purpose, an amendment adopted in the manner specified herein shall be effective against any 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 in accordance with this Article.

ARTICLE XIII

NATURE TRAILS OWNERS' ASSOCIATION, INC.

1. Pursuant to Sections 3.01 and 4.01 of the platting proceedings of the Plat of Nature Trails filed September 30, 2005 in Book 24, Page 433 and in Plat Book 10, Page 64 as Instrument No. 05-06852 of the Dickinson County Recorder's Office ("Plat of Nature Trails"), Lot 38, has a total number of votes of 12 in the NATURE TRAILS OWNERS' ASSOCIATION, INC. Therefore, the Owners of the 12 Units in the GOLF VILLAS CONDOMINIUM REGIME shall be members of the Nature Trails Owners' Association entitled to 12 votes, one vote per each Unit, as set forth in the Plat of Nature Trails and as such, the Owners of Units in the Golf Villas Condominium Regime have the same rights and obligations as other owners in the Plat of Nature Trails, all as set forth in the platting proceedings filed with said Plat of Nature Trails, including, without thereby limiting, use of the common areas, such as the clubhouse and pool, and liability for the prorata share of the fees

assessed by the Nature Trails Owners' Association, which if unpaid shall constitute a lien against the delinquent Unit and its Owners'.

- 2. Pursuant to Section 12.02(a), of the Plat of Nature Trails, the Nature Trails Owners' Association was charged with maintaining all Common Areas in the Plat of Nature Trails including Golf Villa Drive which is a common element and shall be maintained as part of the common elements of Nature Trails. If unpaid, this maintenance cost shall constitute a lien against the delinquent Unit and its Owner(s). The taxes and assessments, if any, for the Golf Villa Drive shall be the responsibility of the Association, which is deemed to own this Drive; however, these costs shall be prorated and assessed to the Units Owners in this condominium regime.

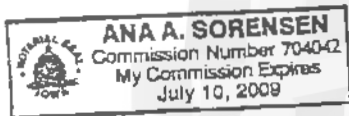
IN WITNESS WHEREOF, we have hereunto set our hands this 27 day of September, 2006.

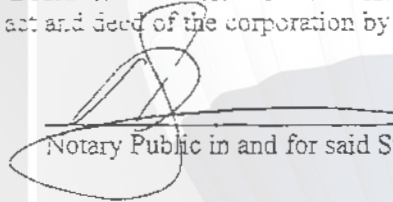
Developer, KUCH BUILDERS, INC.:

  
 \_\_\_\_\_  
 Kenneth Kuchel, President of Kuch Builders, Inc.

STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this 27<sup>th</sup> day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth Kuchel to me personally known, who, being by me duly sworn, did say that he is the President of said corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged the execution of said instrument to be the voluntary act and deed of the corporation by it and by him voluntarily executed.



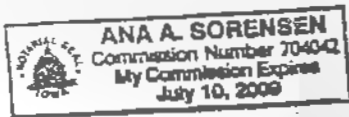
  
 \_\_\_\_\_  
 Notary Public in and for said State

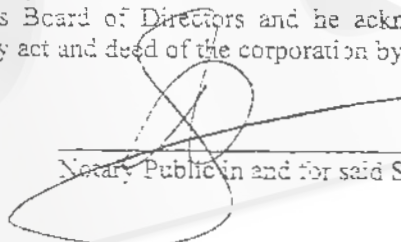
EASTVIEW, INC. hereby consents to the submission of the property to the Golf Villas Condominium Regime and the provisions contained therein.

  
 \_\_\_\_\_  
 Kenneth Kuchel, President of Eastview, Inc.

STATE OF IOWA, COUNTY OF DICKINSON ss:

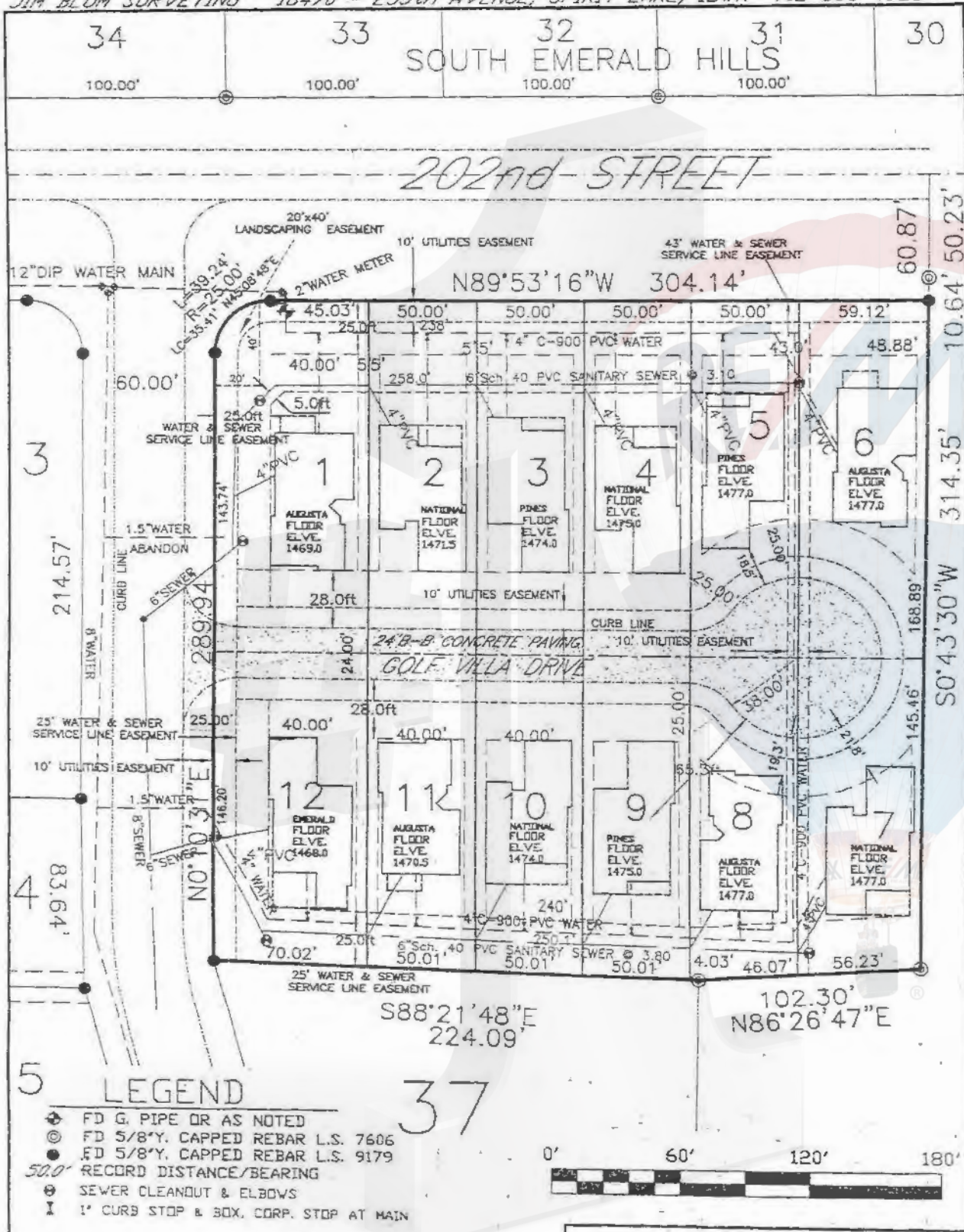
On this 27<sup>th</sup> day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth Kuchel to me personally known, who, being by me duly sworn, did say that he is the President of said corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged the execution of said instrument to be the voluntary act and deed of the corporation by it and by him voluntarily executed.



  
 \_\_\_\_\_  
 Notary Public in and for said State



JIM BLUM SURVEYING 16470 - 255th AVENUE, SPIRIT LAKE, IOWA 712-336-4925



- 5 LEGEND
- ⊕ FD G. PIPE OR AS NOTED
  - ⊙ FD 5/8"Y. CAPPED REBAR L.S. 7606
  - FD 5/8"Y. CAPPED REBAR L.S. 9179
  - 50.0' RECORD DISTANCE/BEARING
  - ⊖ SEWER CLEANOUT & ELBOWS
  - I 1" CURB STOP & BOX, CORP. STOP AT MAIN

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.  
 Signed: *James R. Blum* Date: *9/6/06*



**GOLF VILLA'S**  
 CONDOMINIUM PLAN FOR  
 LOTS 38 OF THE PLAT OF  
 NATURE TRAILS SUBDIVISION  
 MILFORD, IOWA  
 DRAWN BY: J.R. BLUM  
 CLIENT/PROPRIETOR: EASTVIEW DEVELOPMENT, INC.

6741

CONSENT OF MORTGAGEE  
TO  
SUBMISSION OF PROPERTY  
TO  
CONDOMINIUM REGIME

Northwest Federal Savings Bank is the holder of a mortgage against the real estate submitted to the Golf Villas Condominium Regime by the Declaration of Submission of Property to Horizontal Property Regime for the Golf Villas Condominiums to which this Consent is attached. Such mortgage was filed December 22, 2005 in Mortgage Record Book 307, Page 149 of the Dickinson County Recorder's Office. By the undersigned(s)' execution of this Consent, the undersigned(s), as duly authorized representatives, of Northwest Federal Savings Bank of Okoboji, Iowa, hereby consents to the submission of the property covered by such mortgage to the Golf Villas Condominium Regime, and agrees that from the time of the filing of said Declaration in the Office of the Dickinson County, Iowa recorder, the lien of such mortgage shall become a lien on the individual Units and their undivided percentage interest in the common elements of the Condominium Regime, and such mortgage shall be partially released as to each such Unit and its undivided percentage interest in the Condominium Regime upon payment to the undersigned of an amount to be agreed to as to each such Unit between the Developer and the undersigned prior to the sale of each Unit to a third party.

Dated this 28 day of September, 2006.

NORTHWEST FEDERAL SAVINGS BANK

By: [Signature]  
(Signature)

Title: Commercial Lender

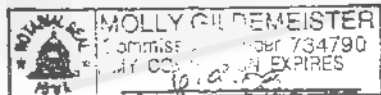
By: [Signature]  
(Signature)

Title: Community Bank President

STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this 28 day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared De Penner and Sara Francks to me personally known, who, being by me duly sworn, did say that he/she/they is/are the Commercial Lender and Community Bank President of said corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he/she/they acknowledged the execution of said instrument to be the voluntary act and deed of the corporation by it and by them voluntarily executed.

[Signature], Iowa  
Notary Public, and for said State





SURVEYOR'S CERTIFICATION

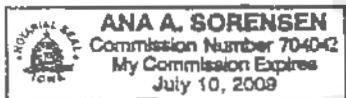
STATE OF IOWA )  
 ) ss:  
COUNTY OF DICKINSON )

I, James R. Blum, L.S., being duly sworn upon oath, depose and state that I am a duly licensed Land Surveyor in the State of Iowa.

I further state that the attached Exhibit A (Site Plan) has been prepared by me and under my direct supervision and represents the Site Plan for the land and Building(s) to be included in the GOLF VILLAS CONDOMINIUMS, in Milford, Iowa.

James R. Blum  
Signature of Surveyor (James R. Blum)

Subscribed and sworn to before me by the said James R. Blum, on the 26<sup>th</sup> day of Sept., 2006.



[Signature]  
Notary Public in and for the State of Iowa

BUILDING(S) CERTIFICATION

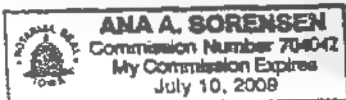
STATE OF IOWA )  
 ) ss:  
COUNTY OF DICKINSON )

The undersigned, being duly sworn upon oath, depose and state that I am a duly licensed surveyor in the State of Iowa.

I further state that the attached Exhibit B is an exact copy of the Building(s) plans for the Building(s) and Units of the Golf Villas Condominiums as prepared by me from plans designed by Kuch Builders, Inc.

By: James R. Blum  
Signature- James R. Blum, L.S.

Subscribed and sworn to before me by the said James R. Blum on this 26<sup>th</sup> day of Sept, 2006.



[Signature]  
Notary Public in and for the State of Iowa

LA-739

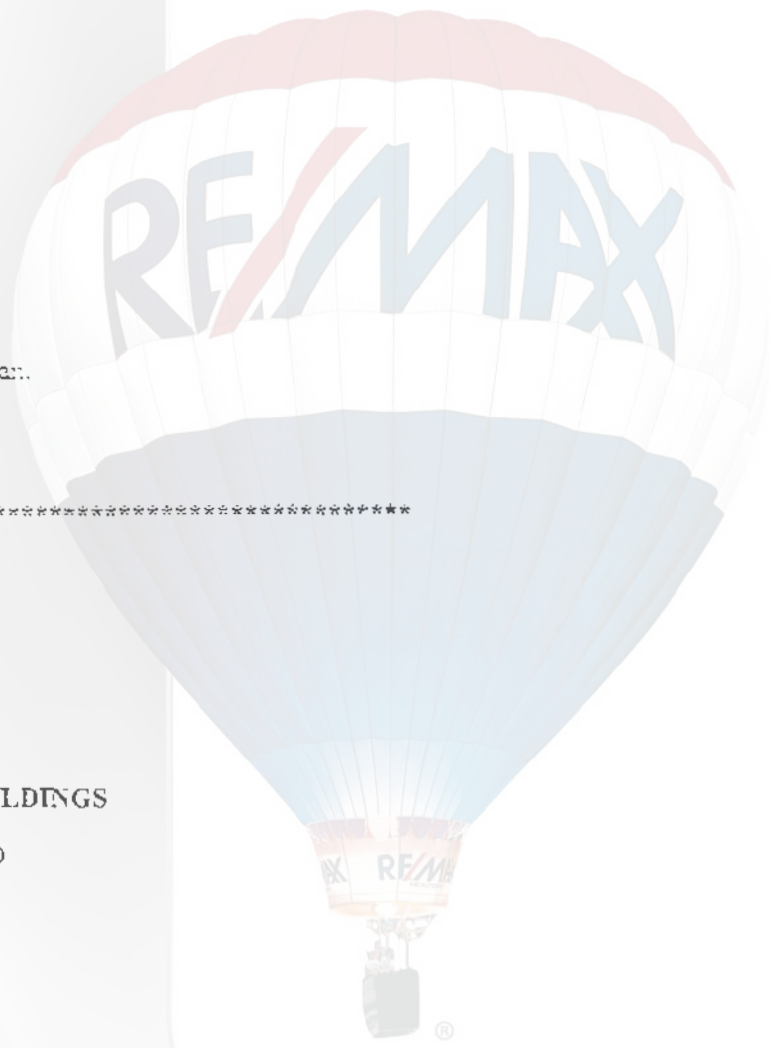
EXHIBIT "A"  
SITE PLAN

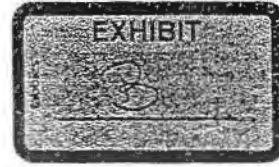
See Attached Site Plan.

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EXHIBIT "B"  
FLOOR PLAN FOR BUILDINGS

SEE ATTACHED



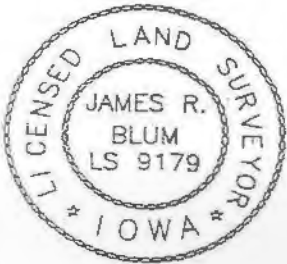
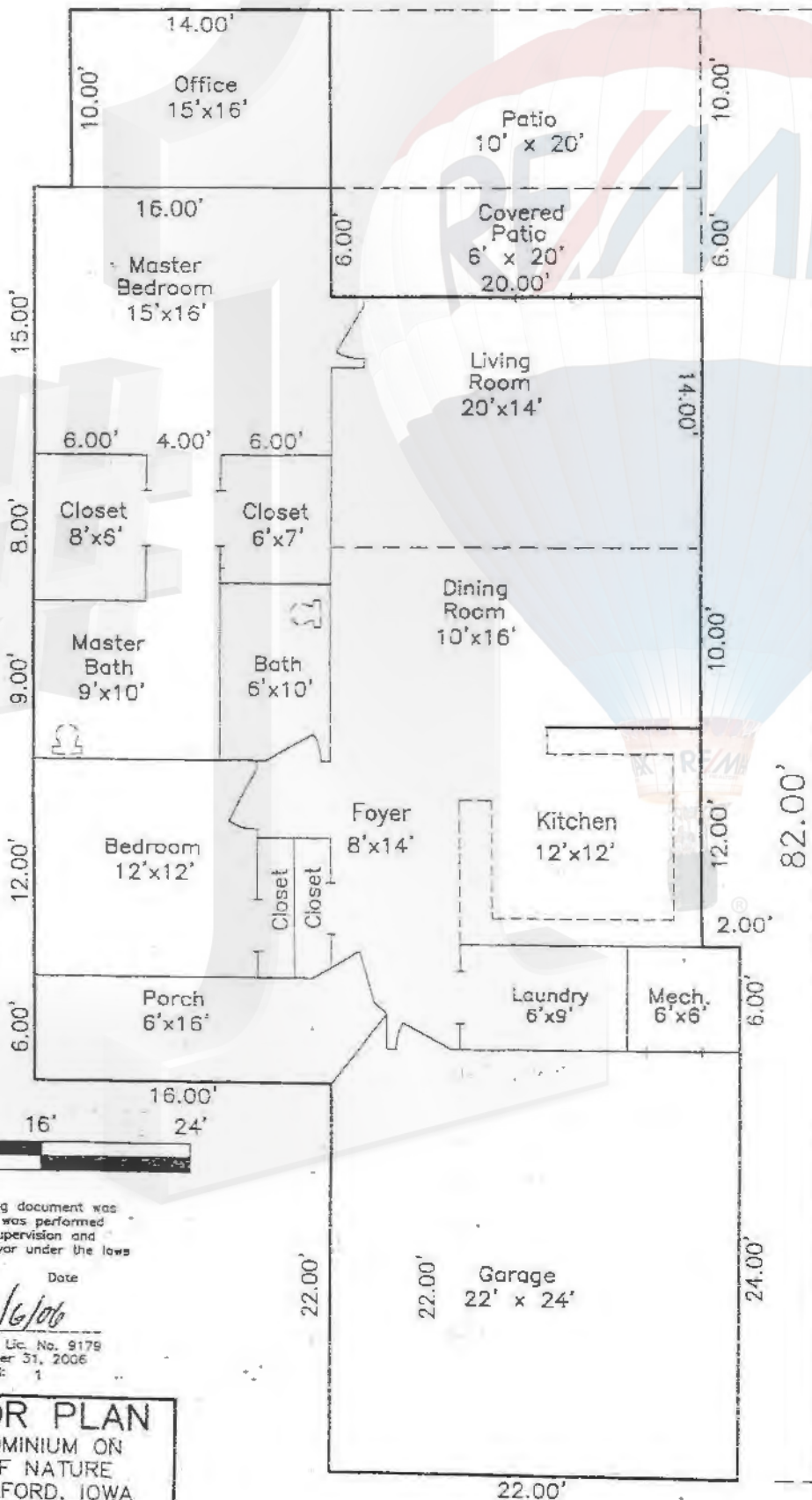


JIM BLUM SURVEYING 16470 - 255th AVENUE, SPIRIT LAKE, IOWA 712-336-4925

EMERALD FLOOR PLAN  
 ONE STORY SLAB ON  
 GRADE  
 HOUSE - 1736 S.F.  
 GARAGE - 528 S.F.

UNITS 12

Floor Plans by Kuch  
 Builders, Inc.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

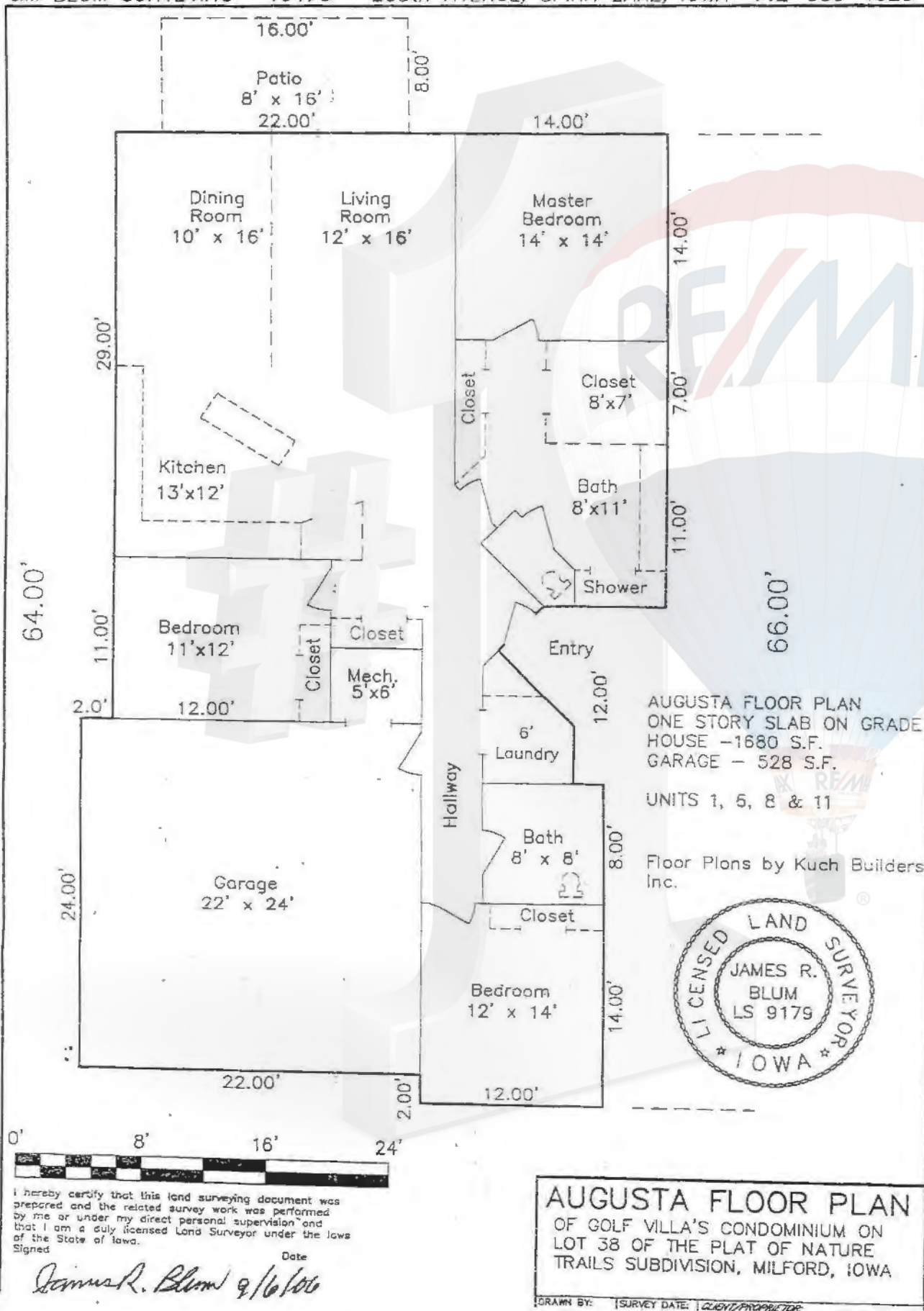
Signed: *James R. Blum* Date: *9/6/06*

James R. Blum, L.S. Lic. No. 9179  
 License Renewal Date: December 31, 2006  
 Pages or sheets covered by this seal: 1

**EMERALD FLOOR PLAN**  
 OF GOLF VILLA'S CONDOMINIUM ON  
 LOT 38 OF THE PLAT OF NATURE  
 TRAILS SUBDIVISION, MILFORD, IOWA

DRAWN BY: [ ] SURVEY DATE: [ ] CLIENT/PROJECT: [ ]

JIM BLUM SURVEYING 16470 - 255th AVENUE, SPIRIT LAKE, IOWA 712-336-4925



743