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Sept 6, 1983

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#719

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

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

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

ARTICLE IX
SWIMMING POOL

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

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

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

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

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

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

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

VILLA 8 OWNERS ASSOCIATION

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

STATE OF IOWA
 DICKINSON COUNTY ss:

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

[Faint signature]

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

Recorders Note: Villa 8 By Laws are recorded in Misc. Book R Page 585

AMENDMENT TO CONDOMINIUM BYLAWS (ADDENDUM)

INSURANCE AMENDMENT A-1

THE CONDOMINIUM ASSOCIATION INSURANCE POLICY WILL COVER THE ENTIRE STRUCTURE INCLUDING UTILITY LINES, CUPBOARDS, COUNTERS, FIXTURES AND PERMANENT APPLIANCES SUCH AS WATER HEATER, FURNACE AND CENTRAL AIR CONDITIONING EQUIPMENT AND GARAGES.

THE UNIT OWNER SHALL BE DEEMED TO BE RESPONSIBLE FOR ALL INNER DECORATED AND/OR FINISHED SURFACES OF THE WALLS, FLOORS AND CEILINGS INCLUDING PAINT, WALLPAPER, LINOLEUM, CARPETING, CEILING TEXTURE, ETC. WHICH ARE DEEMED TO BE A PERMANENT PART OF EACH UNIT. EACH UNIT OWNER SHALL PERSONALLY INSURE THESE ITEMS AS WELL AS THEIR PERSONAL PROPERTY.

We hereby certify that a vote by proxy for the purpose of amending the Bylaws, the above foregoing amendment to the Bylaws were duly adopted as stated herein.

VILLA 8 OWNERS ASSOCIATION

George E. Knack
PRESIDENT

Sharry M. Caskey
SECRETARY

STATE OF IOWA
DICKINSON COUNTY:

On this 15th day of July, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared President and Secretary of Villa 8 Owners Association, and acknowledge that they did execute the foregoing Amendment to the Bylaws as their voluntary act and deed as such officers, and the voluntary act and deed of said Association.

Jud D... J.
Notary Public in and for
Dickinson County, Iowa



AMENDMENT TO
DECLARATION SUBMITTING REAL ESTATE TO A HORIZONTAL
PROPERTY REGIME

The legal description on the declarations dated January 7, 1975 for the South 260 feet of Lot 38, Brooks Country Club Addition, Third Platting, to the Town of Okoboji, Dickinson County, Iowa as surveyed, platted and recorded, be changed to that part of Blocks G and F of Summer Circle Beach, Town of Okoboji, Dickinson County, Iowa, described as follows: Beginning at the north-east corner of Lot 37, Brooks Country Club Addition; thence north along the east line of said Blocks G and F a distance of 260 feet; thence west parallel to the north line of Lot 37 a distance of 275 feet more or less to the east line of the Spirit Lake Airport; thence southeasterly along the east line of the Spirit Lake Airport a distance of 265 feet more or less to the northwest corner of Lot 37; thence east along the north line of Lot 37 to the point of beginning.

GOLF VILLAS, INC.

Robert W. Dillon
President

ATTEST:

Helen W. Johnson
Secretary

STATE OF IOWA)
DICKINSON COUNTY) On this 1st day of October, 1975, before me, the undersigned, a Notary Public in and for said County, personally came Robert W. Dillon, President of GOLF VILLAS, INC. (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledges the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial seal at Okoboji in said county the day and year last above written.

Robert W. Dillon
Notary Public

My commission expires the 30th day of September, 1978

SECOND AMENDMENT TO DECLARATION SUBMITTING REAL ESTATE
TO HORIZONTAL PROPERTY REGIME

The legal description of the Declarations dated January 7, 1975,
as amended by an amendment dated October 1, 1975, referring to a
part of Blocks G and F of Summer Circle Beach, Town of Okoboji,
Dickinson County, Iowa, is further amended by changing said legal
description to read as follows:

"Beginning at the Northwest corner of Lot 37,
Brooks Country Club Addition, Second Platting; thence
in an easterly direction along the north line of said
Lot 37 a distance of 225.53 feet, more or less, to the
east line of Block G, Plat of Summer Circle Beach, Town
of Okoboji, Dickinson County, Iowa; thence north along
the east line of Blocks G and F of the Plat of Summer
Circle Beach, Town of Okoboji, Dickinson County, Iowa,
a distance of 260 feet; thence westerly parallel to the
north line of Lot 37 a distance of 275 feet, more or less,
to the east line of the Spirit Lake Airport property; thence
southeasterly along the east line of the Spirit Lake Airport
property a distance of 265 feet, more or less, to the point
of beginning, which real estate shall be referred to as
Brooks Country Club Villa No. 8."

GOLF VILLAS, INC.

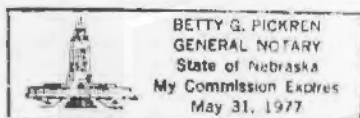
BY Robert W. Dillon
PRESIDENT

ATTEST:

Helen A. Dillon
SECRETARY

~~STATE OF IOWA~~ STATE OF NEBRASKA }
~~DICKINSON COUNTY~~ DOUGLAS COUNTY) ss.

On this 30th day of OCTOBER, 1975, before me, the under-
signed, a notary public in and for Dickinson County, Iowa, personally
appeared Robert W. Dillon and Helen A. Dillon, to me personally known,
who, being by me duly sworn, did say that they are the President and
Secretary respectively of Golf Villas, Inc.; that they executed the
foregoing instrument on behalf of said corporation by authority of
its Board of Directors and that said Robert W. Dillon and Helen A.
Dillon, as such officers, acknowledged the execution of said instru-
ment to be the voluntary act and deed of said corporation by it and
by them voluntarily executed. They did further state that no seal
has been procured for said corporation.



Robert W. Dillon
Notary Public in and for
~~Dickinson County, Iowa~~
Douglas County, Nebraska

EXHIBIT D

DECLARATION SUBMITTING REAL ESTATE TO A HORIZONTAL

PROPERTY REGIME

WHEREAS, GOLF VILLAS, INC., grantor, is the owner of the following described property:

The South 260 feet of Lot 38, Brooks Country Club Addition, Third Platting, to the Town of Okoboji, Dickinson County, Iowa as surveyed, platted and recorded.

WHEREAS, the said grantor has constructed thereon as eight unit multi-family structure and hereby establishes by this declaration a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the apartment units in the said multi-family structure, and the co-ownership by the individual and separate owners thereof of all of the remaining real property which is hereinafter defined and referred to herein as "common elements and facilities", all in accordance with Chapter 499B of the 1966 Code of Iowa.

NOW, THEREFORE, said grantor, the owner in fee simple of the above described real estate hereby makes the following declaration to submit the said real estate to a horizontal property regime in accordance with Chapter 499B of the 1966 Code of Iowa as to divisions, covenants, restrictions, limitations, conditions and uses to which the above described real property and improvements thereon may be put, to run with the land and shall be binding upon said grantor, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

A. The structures and appurtenances constructed upon the above described real estate is a one story building containing eight apartments and garages, and the principal materials used are wood and concrete.

B. The said grantor, in order to establish a plan for condominium ownership for the above described property and improvements, hereby covenants and agrees that it hereby divides said property into the following separate freehold estates:

The separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each of the eight apartment units and garages in said multi-family structure constructed on said property as hereinafter defined, and referred to herein as "Apartment Spaces"; together with an undivided one-eighth interest for each such apartment unit in the general common elements and facilities hereinafter described, and an undivided interest as hereinafter set forth in the limited common elements and facilities hereinafter described.

The eight separate apartment areas in the said multi-family structure and appurtenances are as follows:

Apartment 1 is that apartment space occupying the south portion of the building, containing 1,400 square feet, and consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and 2 garages.

Apartment 2 is located immediately north of Apartment 1 and contains 1,400 square feet, and consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and 2 garages.

Apartment 3 is located immediately north of Apartment 2 and contains 1,400 square feet, consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and 2 garages.

Apartment 4 is located immediately north of Apartment 3 and contains 1,400 square feet, consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and 2 garages.

Apartment 5 is located immediately north of Apartment 4 and contains 1,400 square feet, consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and 2 garages.

Apartment 6 is located immediately north of Apartment 5 and contains 1,400 square feet, consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and 2 garages.

Apartment 7 is located immediately north of Apartment 6 and contains 1,400 square feet, consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and 2 garages.

Apartment 8 is located immediately north of Apartment 7 and contains 1,400 square feet, consisting of living room, kitchen, 2 bedrooms, 2 baths, 2 patios and 2 garages.

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

1. All lawn and shrubbery located upon the above described real estate, together with parking areas and swimming pool located thereon.
2. All foundations, exterior walls and the roof of the said apartment building located upon the above described real estate.
3. All common sewer, water and electrical lines connected with the apartment building located upon the above described real estate and used in common by all eight apartment units.

D. The owners of each apartment unit herein shall have a one-eighth interest in the Horizontal Property Regime established herein and the owner of each such apartment unit shall be entitled to one vote on all matters relative to the administration of the said regime.

E. The said grantor herein, its successors and assigns, by this declaration, and all future owners of the apartment units or spaces herein by their acceptance of their deeds, covenant and further agree as follows:

1. That all common elements, areas and facilities shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.
2. That the apartment units shall be occupied and used by the respective owners only as a residential dwelling; however, each owner shall have the privilege of renting their unit to others.
3. The owners of the respective apartments, units or spaces

of Directors may direct and shall in general perform all the duties incident to the office of secretary.

Section 4. Treasurer. The treasurer shall have responsibility of Association funds and security and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books of the Association, which said books shall be open to all members of the Association at any time.

ARTICLE IV OBLIGATIONS OF OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all common expenses including fire insurance and extended coverage, utility bills and charges, and all other expenses reasonably appertaining to the one-eighth (1/8) of such expenses, and a budget setting up such proposed expenses shall be approved by the owners at each annual meeting of the Association. If the monthly payments are not paid on or before the 10th day of the month, a late charge of 1% with a minimum of \$5.00 may be charged and the same charge may be made for each additional month payments are late. In case legal action is taken said owner may be liable for attorney fees, court costs and all other costs and expenses.

Section 2. Maintenance and repair.

- a. Each owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners.
- b. All repairs of internal installations of the unit including doors, windows, and all other accessories belonging to the unit shall be at the owner's expense.
- c. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through such owner's fault.

Section 3. Use of common areas and facilities and restricted common areas and facilities.

- a. An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other project areas and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- b. No dogs or other pets will be permitted in the fenced area to the east and owners will be responsible for enforcement of this with their guests or tenants.

Section 4. An owner shall permit other owners or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, providing that requests for entry are made in advance and that such entry is at a time convenient to the owner.

Section 5. Rules of conduct. Each resident shall conduct himself in the use of his apartment unit in such manner that he will not unduly interfere with the use, enjoyment and occupancy of other apartment units, and shall abide by such reasonable regulations as shall be enacted by the Board of Directors concerning the use of the premises.

ARTICLE V AMENDMENTS

Section 1. By-laws. These By-laws may be amended by the Association in a duly constituted meeting of members of the Association for such

owner shall be required to pay reasonable rental for the apartment unit as so provided by the By-Laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association or the representatives thereof, acting on behalf of the apartment owners, shall have the power to bid in the apartment at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

G. Where a mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of foreclosure of a first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such apartment which became due prior to the acquisition of title to such apartment by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the apartment owners including such acquirer, his successors and assigns.

H. In a voluntary conveyance the grantee of an apartment unit shall be jointly and severally liable with a grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant of conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association of its representatives, setting forth the amount of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the apartment conveyed be subject to a lien for any unpaid assessments against the grantor in excess of the amount therein set forth.

I. The owners of the respective apartment units shall have the absolute right to rent or lease the respective apartment units, same provided that such rental or lease is made subject to the covenants and restrictions contained in this Declaration.

J. The owners of each apartment unit shall be responsible for their proportionate share of monthly payments for water, sewer, garbage pickup, and electricity used upon the premises and for one-eighth of the cost of maintenance of general common elements, to be paid in such manner as may be fixed by the Association of apartment owners and in accordance with the By-Laws of the Horizontal Property Regime. The Board of Directors of the Association of apartment owners shall obtain and continue in effect fire insurance and extended coverage upon the apartment building herein in an amount of not less than eighty percent (80%) of the replacement cost of said apartment building and the owners of each apartment unit shall pay their proportionate share of the premiums for such insurance in such manner as may be specified by the By-Laws of the Association. Proceeds of any such insurance policy shall be payable to the Board of Directors of the Association, which shall be known as Eighth Brooks Country Club Villa Owners Association.

In the event that the apartment building shall be damaged by fire, windstorm or other casualty, only to the extent that repairs can be reasonably effected within thirty days thereafter, then such repairs shall be immediately made by the Board of Directors of the said Association of Owners and the insurance proceeds used in payment thereof, with the excess cost for such repairs, if any, to be paid one-eighth by the owners of each apartment unit.

In the event that the apartment building herein shall be damaged or destroyed to such extent that repairs cannot reasonably be effected within thirty days thereafter, then in such event a special meeting of the Association of owners shall be called in the manner provided by the By-Laws immediately following such damage for the purpose of determining

whether such repairs should be effected. In the event that the owners of five-eighths (5/8) of the apartment units in said apartment building shall vote to rebuild, repair and restore the said apartment building at such meeting, then in such event the Board of Directors of the Association shall immediately contract to restore the apartment building. In such event the proceeds of insurance upon the premises shall be used in payment of such restoration, and any costs in excess of insurance proceeds shall be paid forthwith upon the completion of such restoration, one-eighth by the owners of each apartment unit. In the event that the owners at such meeting of the Association shall fail to vote for restoration of the building by a five-eighths (5/8) majority, then in such event:

1. The property shall be deemed to be owned in common by the apartment owners, with the owners of each apartment owning a one-eighths interest therein.
2. Any lien effecting any of the apartments shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the apartment owner and the property as provided herein.
3. The property shall be subject to an action for partition at the suit of any apartment owner, in which event the proceeds of the insurance upon the property shall be considered as one fund and shall be divided among all of the apartment owners in a percentage equal to the percentage of undivided interest owned by each owner on the property, after first paying out of the respective shares on the apartment owners all liens on the undivided interest on the property owned by each apartment owner and all expenses of partition and sale of said real estate.

K. This Declaration may be amended only by the unanimous written consent of all of the then owners of apartment units herein.

L. All provisions of this Declaration shall be fully binding upon the grantor herein, its successors and assigns, and upon all subsequent owners of all or any part of the said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, and shall constitute a covenant running with the land.

ATTEST:

Helen A. Dillon
Secretary

GOLF VILLAS, INC.

Robert W. Dillon
President

STATE OF NEBRASKA) On this 7th day of January, 1975, before me, the
DOUGLAS COUNTY) undersigned, a Notary Public in and for said County, personally came Robert W. Dillon, President of GOLF VILLAS, INC. (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledges the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial seal at Omaha in said county the day last above written.



Donald D. Ybarro
Notary Public

My commission expires the 29th day of May, 1977.

AMENDMENT TO CONDOMINIUM BY-LAWS

The legal description on the by-laws dated January 7, 1975 shall be changed from the South 260 feet of Lot 38, Brooks Country Club Addition, Third Platting, to the Town of Okobojo, Dickinson County, Iowa, as surveyed, platted and recorded to be changed to that part of Blocks G and F of Summer Circle Beach, Town of Okobojo, Dickinson County, Iowa, described as follows: Beginning at the North-east corner of Lot 37, Brooks Country Club Addition; thence north along the east line of said Blocks G and F a distance of 260 feet; thence west parallel to the north line of Lot 37 a distance of 275 feet more or less to the east line of the Spirit Lake Airport; thence southeasterly along the east line of the Spirit Lake Airport a distance of 265 feet more or less to the northwest corner of Lot 37; thence east along the north line of Lot 37 to the point of beginning.

GOLF VILLAS, INC.

Robert W. Dillon
President

ATTEST:

Helen A. [Signature]
Secretary

STATE OF IOWA)
DICKINSON COUNTY) ss On this 1st day of October, 1975, before me, the undersigned, a Notary Public in and for said county personally came Robert W. Dillon, President of Golf Villas, Inc., an Iowa corporation, to me personally known to be the President and the identical person whose name is affixed to the above act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Okobojo in said county the day and year last above written.

[Signature]
Notary Public
GANNETT SUAN OYRE

My commission expires the 30th day of September, 1978.

SECOND AMENDMENT TO CONDOMINIUM BYLAWS

The legal description in the Bylaws dated January 7, 1975, as amended by an amendment dated October 1, 1975, referring to a part of Blocks G and F of Summer Circle Beach, Town of Okoboji, Dickinson County, Iowa, is further amended by changing said legal description to read as follows:

"Beginning at the northwest corner of Lot 37, Brooks Country Club Addition, Second Platting; thence in an easterly direction along the north line of said Lot 37 a distance of 225.53 feet, more or less, to the east line of Block G, Plat of Summer Circle Beach, Town of Okoboji, Dickinson County, Iowa; thence north along the east line of Blocks G and F of the Plat of Summer Circle Beach, Town of Okoboji, Dickinson County, Iowa, a distance of 260 feet; thence westerly parallel to the north line of Lot 37 a distance of 275 feet, more or less, to the east line of the Spirit Lake Airport property; thence south-easterly along the east line of the Spirit Lake Airport property a distance of 265 feet, more or less, to the point of beginning, which real estate shall be referred to as Brooks Country Club Villa No. 8."

GOLF VILLAS, INC.

BY Robert W. Dillon
PRESIDENT

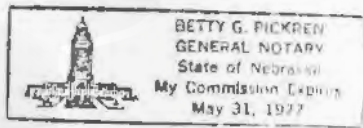
ATTEST:

Helen A. Dillon
SECRETARY

~~STATE OF IOWA~~ STATE OF NEBRASKA)
~~DICKINSON COUNTY~~ ~~DOUGLAS COUNTY~~) ss.

On this 30th day of APRIL, 1975, before me, the undersigned, a notary public in and for Dickinson County, Iowa, personally appeared Robert W. Dillon and Helen A. Dillon, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively of Golf Villas, Inc.; that they executed the foregoing instrument on behalf of said corporation by authority of its Board of Directors and that said Robert W. Dillon and Helen A. Dillon, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed. They did further state that no seal has been procured for said corporation.

Betty G. Pickren



Notary Public in and for
~~Dickinson County, Iowa~~
Douglas County, Nebraska.

Villa #8

AMENDMENTS TO CONDOMINIUM BYLAWS

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

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

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

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

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

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

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

VILLA 8 OWNERS ASSOCIATION

By: Clare DeKoster, President

By: Francis Shadle, Secretary

RECORDED ON M.C.

ROLL 2 IMAGE(S) 2117-18

AMENDMENTS TO CONDOMINIUM BYLAWS

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

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

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

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

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

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

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

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

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

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

ARTICLE II is amended by adding the following:

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

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

ARTICLE IV is amended by adding the following:

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

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

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

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

The following amendment shall be designated as ARTICLE VI:

ARTICLE VI
GOLF COURSE GROUNDS OR EAST GROUNDS

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

The following amendment shall be designated as ARTICLE VII:

ARTICLE VII
WEST GROUNDS

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

CONDOMINIUM BY-LAWS

Golf Villas, Inc. the owner of the condominium apartment building located on the South 260 feet of Lot 38, Brooks Country Club Addition, Third Platting, to the Town of Okoboji, Dickinson County, Iowa, as surveyed, platted and recorded does hereby adopt the following By-laws in accordance with the Iowa "Horizontal Property Act", Senate File 117, Laws of the 60th General Assembly, State of Iowa, as amended, and in accordance with the Declaration establishing this condominium recorded in the office of the County Recorder of Dickinson County, Iowa.

ARTICLE I
MEMBERSHIP AND ADMINISTRATION

Section 1. The owners of all of the apartment units in the buildings located on the above described property shall constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the said property, approving the annual budget, establishing and collecting monthly assessments and arranging for the maintenance of the building in accordance with these By-laws, the aforesaid Declaration and the laws of the State of Iowa pertaining thereto.

Section 2. Meetings of the Association shall be held in such apartment of the apartment building or other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual meetings. The annual meetings of the Association shall be held on the last Saturday in August of each year. At such meetings, there shall be elected by ballot of the owners a Board of Directors in accordance with these By-laws. The owners may also transact such other business of the Association as may properly come before them at such time.

Section 4. It shall be the duty of the president to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of five-eighths (5/8) of the owners present either in person or by proxy.

Section 5. Notice of meetings. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it will be held to each owners of record at least five but not more than ten days prior to such meeting. Mailing of notice in the manner provided by this section shall be considered notice served.

Section 6. Quorum. Except as otherwise provided in these By-laws, the presence in person or by proxy of the owners of five apartment units shall constitute quorum.

Section 7. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting.

Section 8. If any meeting of owners can not be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to any time not less than forty eight hours from the time the original meeting was called.

ARTICLE II
BOARD OF DIRECTORS

Section 1. Number and qualification. The affairs of the Association shall be governed by a Board of Directors composed of three persons, all of whom must be owners of apartments in the apartment building.

Section 2. Powers and duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-laws or the Declaration herein directed to be exercised and done by the owners.

Section 3. Other duties. In addition to duties imposed by these By-laws or by resolution of the Association, the Board of Directors shall be responsible for the following:

- a. Care, upkeep and maintenance of the apartment building and the common areas and facilities and restricted common areas and facilities.
- b. Collection of monthly assessments from the owners.

Section 4. Election and term of office. At the first annual meeting of the Association all directors shall be elected for a term of one year. An entire Board of Directors shall be elected at each succeeding annual meeting of the Association.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than expiration of the director's term shall be filled by a vote of the majority of the remaining Directors. Each person elected a director shall continue in office until a successor is elected at the next annual meeting of the Association.

Section 6. Meetings. Meetings of the Board of Directors may be called by the president of the Association and shall be called at the request of any director. The president shall give three days notice to each director of any meeting either personally or by mail, telephone or other means, which notice shall state the time, place and purpose of the meeting. Presence of a director in person at any such meeting shall constitute a waiver of the above notice provision.

Section 7. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

ARTICLE III
OFFICERS

Section 1. Designation. The officers of the Association shall be a president, a secretary and a treasurer, all of whom shall be elected by and from the Board of Directors at the first meeting of the Board of Directors following the annual meeting of the members of the Association. All officers shall serve for a term of one year.

Section 2. President. President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors and shall have all of the general powers and duties which are usually vested in the office of the president of the Association.

Section 3. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board

shall not be deemed to own pipes, wires, conduits, or other public utility lines running through the respective apartment spaces which are utilized for, or serve more than one apartment unit, except as tenants in common with the other unit owners as hereinafter provided. The owners of the respective apartment units shall not be deemed to be the individual owners of the exterior surfaces of perimeter walls and partitions of any said apartment unit, but the owner of each apartment unit shall be deemed to own the inner decorated and finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

4. The owners of the respective apartment units agree that if any portion of the common elements, areas and facilities encroach upon the apartment units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that the apartment building is partially or totally destroyed and then rebuilt, the owners of each apartment unit hereby agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that a valid easement for said encroachment and maintenance thereof shall exist.

5. The owner of each apartment unit shall automatically, upon becoming such owner, be a member of the Horizontal Property Regime, hereinafter referred to as "Association", and shall remain a member of the said Association until such time as the ownership ceases for any reason, at which time his membership in said Association shall automatically cease.

6. That the owners of each apartment unit herein covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration and the By-Laws of the Association which are made a part hereof by this reference.

7. That each owner, tenant or occupant of an apartment unit shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association as herein stated or as hereinafter lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, or damages, for injunctive relief, and any amounts due shall constitute a lien upon the premises herein as provided by Iowa law.

8. That this Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgagees of all of the said mortgages covering the apartment unit unanimously agree to such revocations or amendment by duly recorded instruments.

9. That no owner of an apartment unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the common areas and facilities or by the abandonment of his apartment.

F. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any apartment unit shall constitute a lien upon such apartment unit prior to all other liens except only tax liens on the apartment unit in favor of any assessing unit or special district, and all sums unpaid on any first mortgage of record. Such a lien may be foreclosed by a suit, by the manager or board of directors acting upon behalf of the owners of the apartment units, in like manner as a mortgage of real property. In any such foreclosure the apartment

purpose, but no amendment shall take effect unless approved by the owners of a majority of the apartment units herein.

The foregoing By-laws passed, approved and adopted by the owner of the above described property this 7th day of January 1975.

ATTEST:

Allen A. Dillon
Secretary

Golf Villas, Inc.

Robert W. Dillon
President

STATE OF NEBRASKA) ss On this 7th day of January, 1975, before me, the
DOUGLAS COUNTY) undersigned, a Notary Public in and for said county personally came Robert W. Dillon, President of Golf Villas, Inc., an Iowa corporation, to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledges the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written.

Donald D. Barrot
Notary Public

My commission expires the 14th day of June, 1977.



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

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

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

The following amendment shall be designated as ARTICLE VIII:

ARTICLE VIII
PARKING AREA

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

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

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

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

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

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

The following amendment shall be designated as ARTICLE IX:

ARTICLE IX
SWIMMING POOL

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

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

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

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

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

VILLA 8 OWNERS ASSOCIATION

BY: *William Keith*
William Keith, President

BY: *Clare DeKoster*
Clare DeKoster, Secretary

STATE OF IOWA
DICKINSON COUNTY ss:

Personal
On the 19th day of June, 1977, before me, the undersigned Notary Public in and for said County and State, personally appeared William Keith, President of Villa 8 Owners Association, and Clare DeKoster, Secretary of Villa 8 Owners Association, to me personally known to be the President and Secretary respectively, and acknowledged that they did execute the foregoing Amendments to Bylaws as their voluntary act and deed as such officers, and the voluntary act and deed of said Association.

Donna D. Smith IOWA
Notarial Seal

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