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Plat book 9 page 57

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JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY IOWA
FEE \$ 186.00

DECLARATION OF ESTABLISHMENT AND SUBMISSION
of
A HORIZONTAL PROPERTY REGIME (CONDOMINIUM)
to be known as
"EAST OAKS VILLAGE"

The undersigned, **EAST OAKS DEVELOPMENT, L. C.**, hereinafter referred to as the "DEVELOPER", hereby submits the land and buildings, hereinafter described, to a Horizontal Property Regime pursuant to the provisions of Chapter 499B of the Code of Iowa as amended, thereby establishing a plan for individual ownership of the area or space contained in each unit and establishing the co-ownership of all of the remaining real property by the individual owners as tenants in common. This Declaration and the Bylaws shall constitute covenants binding upon the DEVELOPER, all subsequent owners and their successors in interest, said Declaration and Bylaws to run with the land. As used throughout this Declaration and the Bylaws, the terms "Apartment", "Unit", "Cottage", "Duplex", and "Condominium" shall have the same meaning.

In compliance with Section 499B.4 of the Code of Iowa as amended, the following Declarations are made:

1. The description of the land to be subject to this Horizontal Property Regime is located on East Okoboji Lake, Dickinson County, Iowa, within the city limits of the City of Okoboji, and is more particularly described as follows: **LOT 2 OF THE PLAT OF VILLAGE OAKS, OKOBOJI, DICKINSON COUNTY, IOWA.**

2. The DEVELOPER, for a period of five years from the filing of this Declaration, reserves the right to add additional ground to **EAST OAKS VILLAGE** which presently adjoins it and construct thereon either cottages, condominiums, or duplexes. This additional ground shall be **LOT 3 OF THE PLAT OF VILLAGE OAKS, OKOBOJI, DICKINSON COUNTY, IOWA TOGETHER WITH LOTS 29, 30 AND 31 OF THE PLAT OF MORNINGSIDE, ADDITION TO OKOBOJI, DICKINSON COUNTY, IOWA** together with any additional land it might acquire from the owner of Lot 28 of said Morningside Addition; also a strip of land located on the east edge of Lot 5 of the Plat of Village Oaks, Okoboji, Dickinson County, Iowa of a width and a length sufficient to accommodate no

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more than 16 condominium units.

3. The buildings submitted to this Declaration are fifteen (15) one and two-story cottages used as residential structures. There are no basements. The principal material of all of the cottages is wood.

4. The fifteen (15) existing cottages are individually named. The most northeasterly cottage is designated "C-Breeze". The cottages, in successive order, to the west of "C-Breeze" are designated as "Sea Shore", "The Tide", and "Vacation Days". The cottage located to the northwest of "Vacation Days" is "Par View". The cottages located to the south of "Vacation Days" and listed in their order as you proceed south of "Vacation Days" are as follows: "Surf Side", "Sea Aire", "Shady Oaks", (slightly to the west and south of "Shady Oaks") is "Lake Aire", "Ocean Breeze", "Sea Esta", "Edge Water", "Brooks Shore", "South Breeze", and "Trade Winds". A site plan is attached hereto, as Exhibit "A", and specifies the exact locations of all of these cottages and condominium units. The number of each cottage, its location, approximate area, and immediate common area, to which each cottage and apartment has access, are shown on the site plan and the building plans which are attached hereto.

5. At the time of the filing of this Declaration, only the fifteen (15) designated cottages have been constructed. The proposed additional condominium residential apartments, duplexes or cottages will be constructed as market conditions warrant. The interior of the individual cottages and apartment units, both existing and to be constructed, may not be identical. The exterior of the existing cottages and additional condominium units will have continuity, but they may not be identical. The DEVELOPER reserves the right to make other modifications in construction as long as such modifications and additions shall not materially affect any purchaser's rights or obligations. The DEVELOPER retains the unilateral right, until all residential units are sold, to make minimal variations. If the DEVELOPER elects to add the additional

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land, the DEVELOPER shall file a supplemental declaration setting out the site variations. There are no garages with the cottages, but there may be garages directly underneath each of the condominium apartment units if they are constructed. Those garages would be conveyed with and a part of each condominium apartment.

6. Ownership of each unit, whether cottage or apartment unit, carries with it the ownership of an undivided interest in all general common elements and facilities as defined herein. These general common elements and facilities, which shall be held by the owners as tenants in common, shall be the land set forth in paragraph 1; the main sanitary sewer and water lines; telephone lines; walkways; garbage collection area; driveways; parking lots; sidewalks; outside electrical lighting units; landscaping; shrubbery; docks; general improvements to the grounds; lawn or lake front; pipes, wires, conduit and other public utility lines which are utilized for or serve more than one unit; facilities and personal property required for the use of personnel engaged in performing services for the development; and all other devices or installations existing for common use and defined as "General Common Elements" by Section 499B.2 of the Code of Iowa as amended.

The DEVELOPER owns all of the real estate located to the north, west, and east of the development and the owner hereby grants to EAST OAKS VILLAGE perpetual easement for any utility installations which serve EAST OAKS VILLAGE and are located on its property, reserving in themselves, their heirs, executors or assigns the right to relocate such utilities at their own expense as they desire. There is further granted a perpetual easement for ingress and egress to the residents and guests of EAST OAKS VILLAGE a private drive easement which is shown on the plat of Village Oaks and accesses the county black top located directly north of this development.

The owners of a cottage unit or duplex shall be deemed to own the cupboards, counters, plumbing fixtures, and all areas of the cottage, including the exterior walls, roof, deck, and foundation, together with everything within the cottage. The owners of a

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cottage unit are solely responsible for all repairs, maintenance, replacement and restoration of the entire cottage, including the windows, doors, plumbing, lighting, heating, air conditioning, refrigerators, dishwashers, disposals, ranges, and other equipment and personal property connected with such cottage for its exclusive use.

The owners of a condominium apartment, if submitted by a Supplemental Declaration, shall be deemed to own, as tenants in common, an undivided interest in all general common elements and facilities and identified as the land on which the condominium apartment buildings are erected; the foundations of said condominium apartment buildings; the walls, floors, ceilings, and roofs of each apartment unit and of the condominium apartment buildings themselves (except the interior surfaces and except partition walls within individual units); main exterior doors of each condominium apartment building; and stairways in each condominium apartment building. The care, maintenance, repairs, replacement and restoration of the roof, siding, windows, and exterior doors shall be a common expense to all of the owners of said condominium apartment units only. It is understood that the condominium building is one contiguous building with a common roof and common siding. The decisions as to the upkeep and repair or replacement of these items shall be determined by a majority vote of the condominium apartment owners which will be conducted in the same manner as provided for in the Bylaws for repairs and maintenance of common elements. If the majority of the owners of the condominium apartment units make a decision as to these repairs, maintenance and/or replacement, payment for said expenses and any assessments, levies or liens for said improvements shall apply to said condominium apartment unit owners in the same manner as for other common improvements as set forth in this Declaration and the Bylaws.

The owners of a condominium apartment unit or duplex, if submitted, shall be deemed to own the cupboards, counters, plumbing fixtures, walls or partitions that are contained wholly within the

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particular apartment unit, and shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floor and ceiling, including paint, wallpaper, linoleum, carpeting, etc., which are deemed to be a permanent part of each unit. The owner of each apartment unit shall be solely responsible for the care, maintenance, repair, replacement and restoration of each unit, including garage doors, interior doors, entrance doors to individual units, plumbing and lighting fixtures, heating and air conditioning equipment, refrigerators, dishwashers, disposals, ranges and other equipment and personal property connected with such unit for its exclusive use.

7. In the event pipes, wires, conduits, or other public utility lines, which are utilized for or serve one or more other units, run through or under one cottage or apartment unit, a valid easement for the maintenance of said pipes, wires, conduits, or other public utility lines shall exist. In the event any part of such cottage or apartment unit is partially or totally destroyed and later rebuilt, repaired, or restored, as hereinafter provided, a valid easement for replacement and maintenance of said pipes, wires, conduits or other public utility lines shall exist.

8. Patios, decks, building entrances and entrance sidewalks are for the exclusive use of the respective units. The repair and maintenance of said items shall be an expense to that cottage or condominium apartment unit, except as provided previously in this Declaration.

9. The fractional interest which each cottage or apartment unit bears to the entire Horizontal Property Regime is one-fifteenth (1/15). Payment of common expenses and voting rights shall be consistent with the fractional interest, except as hereinafter set forth. As previously stated, the DEVELOPER has reserved the option to expand and add additional specific land to this Horizontal Property Regime and should such an expansion take place, the fractional interest of each unit will diminish with the owner of each condominium unit, duplex or cottage being added to the total number of units within this Horizontal Property Regime.

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10. The term "owner", as used in this Declaration and in the Bylaws, shall mean record holder of title to a cottage or apartment unit, duplex or condominium unit and shall include a contract purchaser in possession.

11. The administration of this Regime shall be vested in EAST OAKS VILLAGE OWNERS' ASSOCIATION, a non-profit corporation, consisting of all of the owners of the units (cottages or apartment units) subject to the provisions herein. This Association shall be the "Council of Co-Owners" within the meaning of Chapter 499B of the Code of Iowa as amended. The owner of each unit (cottage or apartment unit) in EAST OAKS VILLAGE shall be a member of the owners' Association, and shall remain a member until such time as ownership ceases for any reason. Each unit (cottage or apartment unit) shall be entitled to have one vote, but not more than one; and that vote may not be split. Voting by an owner may be by written proxy filed with the Secretary of the Association.

12. In the event of multiple, corporate or fiduciary ownership, said owner or owners shall designate, in a letter filed with the Secretary of the Association, a person to act as owner in connection with the voting rights and administration referred to in this Declaration and the Bylaws. Any notice to be given by the Association to such an entity shall be deemed properly given to the owner or owners of such respective units if given to the designated person.

13. The EAST OAKS VILLAGE OWNERS' ASSOCIATION shall have all powers and authority granted to it by Chapter 499B of the Code of Iowa as amended, including, but not limited to the responsibility for the care, maintenance, repair, replacement and restoration of the structures, common elements and facilities, and the making of assessments chargeable to owners.

14. Any instrument effecting an interest in real estate shall be executed by any two officers upon authorization of the Executive Board.

15. All agreements and determinations lawfully made by the Association, or its Board of Directors, shall be deemed binding

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upon all owners, their tenants, guests, successors or assigns. Failure to comply with the Declaration, Bylaws, decisions, rules, resolutions, agreements and determinations of the Association, or its Board of Directors or Officers, shall be grounds for an action to recover damages or for injunctive relief.

16. The Association may:

- (a) Regulate pets if such prohibition is approved by sixty percent (60%) of the Associations voting members;
- (b) Regulate the use of motorcycles or other power-driven equipment on the premises;
- (c) Control the erection of "For Sale" and other signs;
- (d) Regulate or assign designated parking areas;
- (e) Restrict or prohibit parking of boats, recreational vehicles and equipment of a similar nature; and
- (f) Adopt, amend and enforce other reasonable restrictions and regulations related to the use and enjoyment of the premises.

17. No owner may be exempted from liability for contributions toward common expenses by waiver of the use or enjoyment of the common elements and facilities or by the abandonment of the unit.

18. All sums so assessed by the Association, but unpaid, shall constitute a lien on the respective unit prior to all other liens, except: (1) liens for taxes and assessments lawfully imposed by governmental authority against such property; and (2) all sums secured by mortgages of record. The Association may perfect a lien for unpaid assessments by filing a notice thereof with the Dickinson County Recorder. Such notice shall be signed by an officer of the Association.

Such lien may be foreclosed by suit by the Association, or its representatives, in like manner as a mortgage of real property, provided that thirty (30) days written notice of the intention to foreclose shall be mailed, postage prepaid, to the owner as shown by the Association's record of ownership as set out herein. In the event a lien of the Association shall be foreclosed, the unit owner

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shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association, or its representatives, shall have the power to bid on such unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such unit. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

19. When a mortgagee or purchaser of a unit obtains title as a result of foreclosure of a first mortgage, such mortgagee or purchaser shall not be liable for the assessments chargeable to such unit due prior to the acquisition of title. Such unpaid assessments shall thereafter be deemed to be common expenses collectable for all unit owners, including the mortgagee or purchaser.

20. No owner shall convey, mortgage, or lease any unit unless and until all common charges assessed and accrued have been paid.

21. In a voluntary conveyance, the Grantee of an apartment or cottage shall be jointly and severally liable, with the Grantor, for all unpaid assessments on that unit up to the time of the conveyance. The Grantees shall, however, retain the right to recover from the Grantor any amounts paid by the Grantee therefore. Any Grantee under a voluntary conveyance shall be entitled to a statement from the Council of Co-Owners or its representatives stating the amount of the unpaid assessments against the Grantor. Said Grantee shall not be liable for nor shall the apartment unit or cottage conveyed be subject to a lien for any unpaid assessments in excess of the amount appearing in said statement.

22. General Liability and Property Damage. Comprehensive general liability and property damage insurance shall be purchased by the Association as promptly as possible following organization, and shall be maintained in force at all times. The premiums thereon shall be paid by assessments. Prior to the organizational meeting, such insurance shall be procured by the Declarant. The

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insurance shall be carried with reputable companies, authorized to do business in the State of Iowa, in such amounts as the Board may determine. The policy or policies shall name as insureds all of the owners of the Association. The Declarant shall be named as an additional insured on such policy or policies until such time as the Declarant shall have conveyed all of the units in the project (including all phases thereof). The policy or policies shall insure against loss arising from perils in both the common areas and the units, and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association and/or the Board.

Fire and Casualty. Fire and other hazard insurance shall be purchased by the Association as promptly as possible following its organization and shall thereafter be maintained in force at all times. The premiums thereon shall be paid out of the maintenance fund. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as may be required by the respective mortgagees. The policy, and certificates so issued, will bear a mortgage clause naming the mortgagee's interest in said property. The policy or policies shall insure against loss, from perils therein covered, to all of the improvements in the project, except as may be separately insured. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The improvements to be insured under this clause shall be continually insured to value, and the policy or policies shall contain replacement cost insurance. If reasonably available, the policy or policies shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. The policy or policies shall name as insureds all of the owners of the Association and the Declarant, so long as the Declarant is the owner of any of the units in the project. The policy or policies shall also cover personal property owned in common.

Fire and Casualty on Individual Units. Except as expressly

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provided in this Section, no owner shall separately insure their unit or any part thereof against loss by fire or other casualty covered by the insurance carrier under this section. Should any owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, and/or failure to have the proceeds of such other insurance payable, pursuant to the provisions of this Section, shall be chargeable to the owner who acquired such other insurance; and said owner shall be liable to the Association to the extent of any such diminution and/or loss of proceeds.

Personal Liability on Individual Units. An owner may carry such personal liability insurance, in addition to that herein covered, as he or she may desire. In addition, any improvements made by an owner to the real property within a unit, as well as the personal property of the owner, may be separately insured by such owner. Such insurance shall be limited to the type and nature of coverage often referred to as "tenants improvements and betterments". All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to negligent owners.

Additional Coverage. The Association may purchase and maintain in force, at the expense of the maintenance fund, debris removal insurance, fidelity bonds, and other insurance and/or bonds that it deems necessary. The Association shall purchase and maintain workmen's compensation insurance to the extent that the same shall be required by law respecting employees of the corporation. The Board shall also maintain "all risk" insurance coverage on the project to insure against water damage and like kind of casualties.

Loss Adjustment. The Board of Directors of the Association is hereby appointed the attorney-in-fact for all owners to negotiate loss adjustment on the policy or policies carried under this Section, except the "personal liability on individual units" paragraph hereof.

Association as Trustee for Proceeds. In the event of damage or destruction by fire or other casualty affecting a unit or units,

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and/or if any portion of the common elements are damaged or destroyed by fire or other casualty, all insurance proceeds paid in satisfaction of claims for said loss or losses shall be segregated according to losses suffered by each unit or units and/or the common elements; and shall be paid to the Association as trustee for the owner or owners and for the encumbrancer or encumbrancers, as their interest may appear. Said insurance proceeds, and the proceeds of any special assessments, as hereinafter provided, whether or not subject to liens or mortgages or deeds of trust, shall be collected and disbursed by said trustee through a separate trust account on the following terms and conditions:

(a) Common Elements. If the damaged improvement is a common element, the Board of Directors of the Association shall immediately contract to repair or rebuild the damaged portion of the common element substantially in accordance with the original plans and specifications thereof.

(b) Partial Destruction. In the event of damage to, or destruction of, any unit or units without any accompanying damage to the common elements, but the total destruction or damages does not represent fifty percent (50%) or more of all the buildings in the project and the cost of repairing or rebuilding said damaged area does not exceed the amount of available insurance proceeds for said loss by more than \$10,000, the Board of Directors of the Association shall immediately contract to repair or rebuild the damaged portion of the unit or units and the common elements, substantially in accordance with the original plans and specifications. If the cost to repair or rebuild exceeds available insurance by \$10,000, then owners of the individual units, by vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted owners' meeting, held within 30 days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction.

(c) Total Destruction. In the event of fifty percent

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(50%) or more damage to, or destruction of, the project by fire or other casualty, the owners of the individual units, by vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted owners' meeting, held within 30 days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction, or whether said project shall be sold; provided, however, that the determination shall be subject to the express written approval of all record owners of mortgages upon any part of the regime.

In the event of a determination to rebuild or repair, the Board shall have prepared the necessary plans, specifications, and maps, and shall execute the necessary documents to effect such reconstruction or repair as promptly as practical and in a lawful and workmanlike manner.

In the event of a determination not to rebuild, the Board shall have prepared and filed, as promptly as practical, a corrected subdivision map, converting the project into an unimproved parcel of land, which shall be offered for sale forthwith, at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale and the proceeds, if any, of any insurance carried by the Association and/or by the owners as a whole on the project, including coverage on the units and the common elements, shall be distributed to the unit owners in proportion to their units of ownership, except that where there is a mortgage of record or other valid encumbrance on any one unit then, and in that event, with respect to said unit, the Association will distribute said proceeds as follows: First to the record owners of mortgages upon units and common elements in the regime in satisfaction of the balance currently due on said encumbrances. Then the remaining proceeds, if any, shall be applied to satisfy any individual encumbrance executed in good faith and for value.

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Any portion remaining shall be distributed to the unit owner of record.

(d) In the event that the common elements are repaired or reconstructed pursuant to the provisions of Paragraphs (a), (b) or (c) of this clause and there is any deficiency between the insurance proceeds paid for the damage to the common elements and the contract price for repairing or rebuilding the common elements, the Board shall levy a special assessment against each owner in proportion to its units of ownership in the common elements to make up such deficiency. If any owner shall fail to pay said special assessment or assessments within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the assessment. The remaining owners shall then be entitled to the same remedies, as those provided in this Declaration, covering a default of any owner in the payment of maintenance charges.

(e) In the event of a dispute among the owners and/or mortgagees respecting the provisions of this Section, any such party may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association.

In the event of arbitration, the party requesting the arbitration will give immediate notice thereof to the Board. The Board shall then notify all other owners and mortgagees as promptly as possible after the reference to arbitration is made, giving all such parties an opportunity to appear at such arbitration proceedings. The decision of the arbitrator in this matter shall be final and conclusive upon all of the parties. The arbitrator may include in its determination an award for costs and/or attorney fees against any one or more parties to this arbitration.

Abatement of Common Expenses. The Board is authorized to provide coverage for payment of maintenance charges which are abated hereunder on behalf of an owner whose unit is rendered uninhabitable for a peril insured against.

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Review of Insurance Needs. Insurance coverage will be analyzed by the Board, or its representative, at least every five (5) years from the date hereof, and the insurance program revised accordingly.

23. The property shall be used for residential purposes only; and unless agreed upon by all unit owners, the leasing or renting to a non-owner shall be limited to a minimum period of thirty (30) days. All leases shall be in writing and a copy thereof provided to the Association prior to possession. No lease shall relieve the owner from any responsibility or liability to the Association and other owners as imposed by the condominium documents.

24. No unit may be sold without also conveying to the purchaser that unit's interest in the common elements. Likewise, no sale or conveyance of an interest in the common elements and facilities can be made without a sale or conveyance of the corresponding unit to the same purchaser.

25. No owner shall make any alteration or improvement to or extension into any common element or facility or remove any portion thereof without approval of the Association.

26. Incidental damage caused to a unit (cottage or apartment unit) through maintenance by the Association shall be repaired by the Association as a common expense.

27. (a) No animal pens, sheds, fences or other outbuildings, wires or structures of any kind shall be erected by any owner in any common area.

(b) No pets shall be allowed to run at large; and when outdoors for necessary short term periods, they shall remain on a leash and be attended. Owners must collect and dispose of waste deposited by their pets.

(c) No noise or other activity shall be allowed which unduly interferes with the peaceful possession and proper use of the property by its owners.

(d) Nor shall any fire hazard or unsightly accumulation of refuse be allowed.

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(e) All laws, ordinances, and regulations of governmental bodies shall be observed by the owners and the Association.

28. Each cottage or apartment unit owner covenants and agrees to pay the separately-metered utility expenses. Each apartment unit owner covenants and agrees to maintain a minimum year round temperature of 50° Fahrenheit within the apartment, and to turn off the water to the unit if the owner expects it to be unoccupied for seven (7) or more days. Each cottage owner covenants and agrees to properly winterize his or her cottage at the expiration of the summer season.

29. An owner shall be liable to the Association for the expenses of any maintenance, repair, or replacement rendered necessary by his or her act, neglect or carelessness or by that of the owner's family, guests, employees, agents or lessees. Said liability shall include any increase in insurance rates resulting therefrom.

30. Notwithstanding any other provision herein or in the Bylaws, the DEVELOPER is irrevocably empowered to transact on the property any business relating to construction, sale, lease or rental of units, including the right to maintain models, offices, signs, employees, equipment and materials on the premises. This right shall continue until this Development has been fully developed and sold.

31. The DEVELOPER reserves in itself its successor's's and assigns the right to pile snow in the gravel parking area of Lot 2 for so long as the development retains its characteristics as a summer development only and does not interfere in the use of the unit owners.

32. Notwithstanding the above and the provisions of the Bylaws, the DEVELOPER shall retain the right to name all Directors of the Association until all 15 cottages have been sold. Such Directors need not be unit owners. The DEVELOPER shall not be required to pay assessments for any unit held by it until a unit is sold or occupied. Until all units are sold, no amendment of this Declaration of the Bylaws shall be permitted

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unless approved by the DEVELOPER.

33. Every Director and Officer of the Association shall be indemnified by the Association for all expenses and liabilities, including legal fees reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party by reason of his or her being or having been a director or officer of the Association. This indemnity shall apply except in such cases in which the Director or Officer is adjudicated guilty of willful misfeasance or malfeasance in the performance of his or her duties. In the event of a settlement, this indemnification shall apply only when the Board of Directors approves such settlement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all the rights to which such directors or officers may be entitled.

34. This Declaration may be amended in any of the following manners:

(a) By written amendment, duly executed by the DEVELOPER only, if such amendment is for the purpose of adding the additional condominiums, duplexes, or cottages as previously reserved.

(b) By written amendment duly executed by all owners and filed with the Dickinson County Recorder; or

(c) Written notice of a proposed amendment shall be given to all owners. Such notice shall designate a time and place for a meeting to consider such proposed amendment. Such meeting shall not be less than thirty (30) nor more than sixty (60) days from the date such notice is actually given. At such meeting, the amendment shall be adopted upon approval of sixty percent (60%) of the votes present.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the 27th day of January, 1998!

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EAST OAKS DEVELOPMENT, L. C.

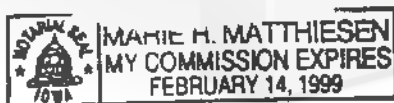
By *Ronald C. Hickman*
Name: Ronald C. HICKMAN
Title: Operating Manager

By *Janice K. Danborn*
Name: JANICE K. Danborn
Title: Secretary

STATE OF IOWA, DICKINSON COUNTY, ss:

On this 27 day of January, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ronald C Hickman and Janice K Danborn, to me personally known, who being by me duly sworn, did say that they are the Operating Manager and Secretary, respectively, of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its members; and that Ronald C Hickman and Janice K Danborn as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Marie H. Matthiesen Notary Public in and for the State of IOWA



**BYLAWS OF
EAST OAKS VILLAGE OWNERS ASSOCIATION**

These are the Bylaws of EAST OAKS VILLAGE OWNERS ASSOCIATION (hereinafter referred to as "Association"), a corporation organized pursuant to Chapter 504A of the Code of Iowa, as amended, for the purpose of administering a horizontal property regime (condominium) established pursuant to Chapter 499B of the Code of Iowa, as amended, as filed by East Oaks Development, L.C. ("Declarant"), located on certain portions of the land in the City of Okoboji, Dickinson County, Iowa (hereinafter sometimes referred to as the "Regime"), to wit:

I. MEMBERS AND VOTING RIGHTS

1. The owners of each cottage, apartment, duplex, or condominium, (hereinafter called "units") shall constitute the members of the corporation and membership shall automatically cease upon termination of all interests which constitute a person an owner. Developer shall be and have the rights of members with respect to completed but unsold units. Whenever only one spouse is a record titleholder, the other spouse shall be considered for the purposes of membership an owner and shall be bound by the provisions of these documents.

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

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

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

II. MEMBERS' MEETINGS

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

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

3. The Secretary or his designate shall give written notice to each member of the annual meeting. The person or persons calling a special meeting pursuant to Paragraph 2 hereof shall give like written notice of such special meeting. All notices shall set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting which is not directly related to the purpose or purposes stated in the notice of meeting for which such meeting is held.

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

5. A quorum at a members' meeting shall consist of the presence of members or other members in person or by proxy, holding a majority of the ownership units outstanding. The acts carried or approved by a vote of a majority of the ownership units represented at a meeting at which a quorum is present shall constitute the acts of the members (all members) unless a different rule is provided herein or by the Articles of Incorporation, a Declaration or other agreement to which the Association is a party. The President, or, in the President's absence or disability, the Vice President shall preside at each members' meeting; if neither the President nor the Vice President

is able to preside, a chairman shall be elected by the members present at such meeting. If the required quorum is not forthcoming at any meeting and the meeting may be called subject to the notice requirements herein and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting, provided such subsequent meeting shall be held within sixty (60) days following such preceding meeting.

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

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

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

III. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by an initial Board of three (3) Directors. The initial Board shall consist of such persons as the Declarant in the Declaration of

Condominium may appoint and need not be members of the Association. The initial Board shall serve until the first annual members' meeting. From and after the first annual meeting of members, a Board of five (5) shall be selected from the members of the Association. Until the occurrence of one of the following, all rights, duties, and functions of the Board of Directors shall, at Declarant's option, be exercised by Declarant:

- (a) The sale of one hundred percent (100%) of all units of the project proposed by the Declarant to be constructed on the premises described herein.
- (b) The receipt by the Association of written notice signed by the Declarant turning over the rights, duties, and functions of the Board to the Board.
- (c) The receipt by the Association of written notice signed by Declarant that no further development is to be done on the premises described in the preamble to these Bylaws if at the time of such written notice 100% of the existing units have been sold.

Thus, until such time, all management duties and responsibilities are vested in the Declarant. Until the Board of Directors receives its full rights, duties, and functions as aforesaid, it will serve as an advisory committee to the Declarant.

2. At the first annual members' meeting and at each meeting thereafter, five (5) Directors shall be elected and the term of office of each Director shall extend until the next annual meeting of the members and thereafter until their successor is duly elected and qualified or until they are removed in the manner as elsewhere provided.

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

otherwise by unanimous consent of the members.

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

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

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

7. An organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

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

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

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

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

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

1. To make and collect assessments against members for all common expenses.

2. To use the proceeds of assessment in the exercise of its powers and duties.

3. The maintenance, repair, replacement, and operation of the Regime property including all common areas, elements, and facilities, and units as applicable, and making or providing for payment for all such work and approving or delegating to the officers authority to approve vouchers therefor.

4. The reconstruction, repair, restoration, or rebuilding of the regime property and of any units as applicable after casualty; construction of new improvements or alterations if approved; to make and amend regulations respecting the use and occupancy of the property in the Regime and to permit or forbid

an action or conduct within the discretion committed to them in the Declaration, Bylaws, and Regulations of the members.

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

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

7. To employ, designate, and remove personnel to perform services required for proper operation of the Regime, provided that the Board of Directors may employ a professional manager.

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

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

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

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

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

Y. OFFICERS

1. The officers of the Association shall be the President,

who shall be a Director, a Vice President, who shall be a Director, and a Treasurer and Secretary which shall be filled by one person, all such officers shall be elected annually by the Board of Directors and may be preemptorily removed and replaced by the vote of two-thirds of the Directors at any meeting. The initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. The Board of Directors shall not initially have the authority to delegate duties to the officers as is set forth in Article III hereof. Otherwise, each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors.

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

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

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

and records thereof.

5. The compensation of all officers and employees shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee, nor the contracting with a Director for management of the Regime.

6. Any instrument affecting an interest in real property may be executed by the President or Vice President and one other officer upon authorization of the Directors or in such manner as the Directors may otherwise direct.

VI. FISCAL MANAGEMENT

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

(a) Current expenses which shall include all funds and expenditures to be made for the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement which shall include funds for repair or replacement required because of damage, destruction, depreciation or obsolescence.

2. The Board of Directors shall assess against such unit and the owners thereof only shall be liable for a share of the items in the budget adopted pursuant to paragraph 1 which bears the same ratio to the total budget as the owner's interest bears

to the total number of ownership interests in the Regime. Such share shall be assessed for the fiscal year for which the budget was prepared annually in advance and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective unit owner or owners in twelve (12) equal installments, each installment being due and payable the first day of each calendar month, which day falls within such fiscal year. In the event notice of such assessment is not timely given, the amount of such assessment will not change but the due date for each installment which would otherwise be due and payable less than thirty (30) days from the giving of such notice shall be due and payable on the due date of the first installment which is due not less than thirty (30) days from the date of such notice mailed or delivered. In the event the annual assessment proves to be insufficient, the budget and assessments therefor, may be amended at any time by the Board of Directors. Such amended budget may be adopted at a special members' meeting upon an affirmative vote of a majority of the owners' interest at such meeting. The additional amount so budgeted shall be assessed to each unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year.

3. Assessments for common expenses for emergencies and extraordinary expenditures, which cannot be paid from the annual assessments for common expenses and the maintenance of funds shall be made only after notice of the need thereof to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes in the Regime, the assessments shall become effective, and shall be due in such manner as the Board of Directors may require after thirty (30) days' notice thereof. In the event any expenditure for repair or replacement of any unit or common elements cannot be paid from annual assessments but can be at least ninety percent (90%) paid from insurance proceeds therefor, such

expenditures may be made upon approval of the Board of Directors without approval of the members and an amended budget and assessment may be made therefor if necessary.

4. The Declarant shall be liable for 100% of the assessments referred to in paragraphs 2 and 3 on units completed but as yet unsold to unit owner. For purposes of this section, completed means inhabitable. The Declarant shall not be liable for assessment on uncompleted units or unimproved property.

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

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

7. All sums assessed but unpaid including, but not limited to interest with respect to a unit or against a unit owner, shall constitute a lien on such unit prior to all other liens except;

(a) Tax liens on the unit in favor of any assessing unit and special district, and

(b) All sums unpaid on the first mortgage of record.

Said lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B.17 of the Code of

Iowa, as amended, in which event the owner shall be required to pay a reasonable rental for the unit. In the event the Association forecloses on any lien, the owner or owners of such unit, by their membership in this Association, specifically waive any rights to delay or prevent foreclosure which they may have against the Association by reason of the Homestead Exemption. The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien which it holds.

8. If a mortgagee or purchaser of a unit obtains title as a result of foreclosure of a first mortgage, this mortgagee or purchaser, its successors or assigns, shall not be liable for the assessments chargeable to such unit due prior to the acquisition of title and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all unit owners including the mortgagee or purchaser, its successors and assigns. The owner of a unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments against the grantor or prior owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid therefor. The grantee or other successor in interest of an individual subject to a levy of an assessment on account of default shall be liable for any such special assessment.

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

VII. REFERENDUM

Any vote or determination required or permitted to be made by the members of the Association and not required by law or any of the condominium documents to be made at a meeting of the members may be taken or made pursuant to a referendum ballot.

Such ballot may be initiated by one-third of the Board of Directors, or upon the written petition of members owning collectively 50% of the total membership and voting units. If such referendum is initiated, the Secretary shall forthwith prepare and mail to each member a ballot returnable in not less than ten nor more than thirty days from the date of mailing. If prior or subsequent to such petition, but not subsequent to such tally, a special membership meeting has been called to consider the same subject matter, the special meeting shall prevail and the referendum vote shall not be tallied.

VIII. AMENDMENT

1. These Bylaws may be amended, altered, repealed, or new Bylaws adopted by the members at a regular or special meeting of the members upon the affirmative vote of 66-2/3% of all votes outstanding; provided, however, no amendment effecting a substantial change in these Bylaws shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing and, provided further, that no amendment shall affect the right of the Declarant to exercise management and control of the Association as set forth in Article III hereof.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, except if notice of the proposed amendment has been given, a definite amendment relative to the same subject may be adopted by those present, in person or by proxy and possession the requisite percentage of membership and voting interests, provided further no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed in Article II, paragraph 3 of these Bylaws and shall be given to the person described in Article II, paragraph 4 and the holder of any mortgage of record which has notified the Association of its interests not more than

fifty (50) days nor less than thirty (30) days before the date such meeting will be held. More than one proposed amendment may be included in the notice of a meeting.

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

IX. MISCELLANEOUS PROVISIONS

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

2. The Association shall not have a corporate seal.

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

4. The Association shall promulgate such Rules and Regulations as it deems to be in the best interests of operating East Oaks Village Owners Association. The initial Board of Directors shall adopt the initial Rules and Regulations which may be added to, amended, modified or altered by the affirmative vote of 51% of the outstanding votes in the Association. Such rules & Regulations, as amended, shall be binding upon all members, guests, and agents of members. An amendment to the Rules and Regulations shall not constitute an amendment to the Declaration and shall be valid and enforceable upon adoption without recording the same as an amendment to the Declaration.

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

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

7. The Board of Directors may, in its discretion, issue written evidence of membership, but the same shall be evidence thereof only and in no manner shall be transferable nor negotiable, and the share of the member in the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as pertinent to such assignment, hypothecation or transfer of the unit.

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

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

X. DEFINITIONS

Unless the context otherwise requires, the terms used herein

shall have the meanings stated in the Horizontal Property Act, and as follows:

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

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

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

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

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

(a) expenses of administration, expenses of maintenance, operation, repair or replacement of common elements, and the portions of units to be maintained by the Association.

(b) expenses declared common expenses by the Declaration or these Bylaws.

(c) any valid charge against the Regime as a whole.

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

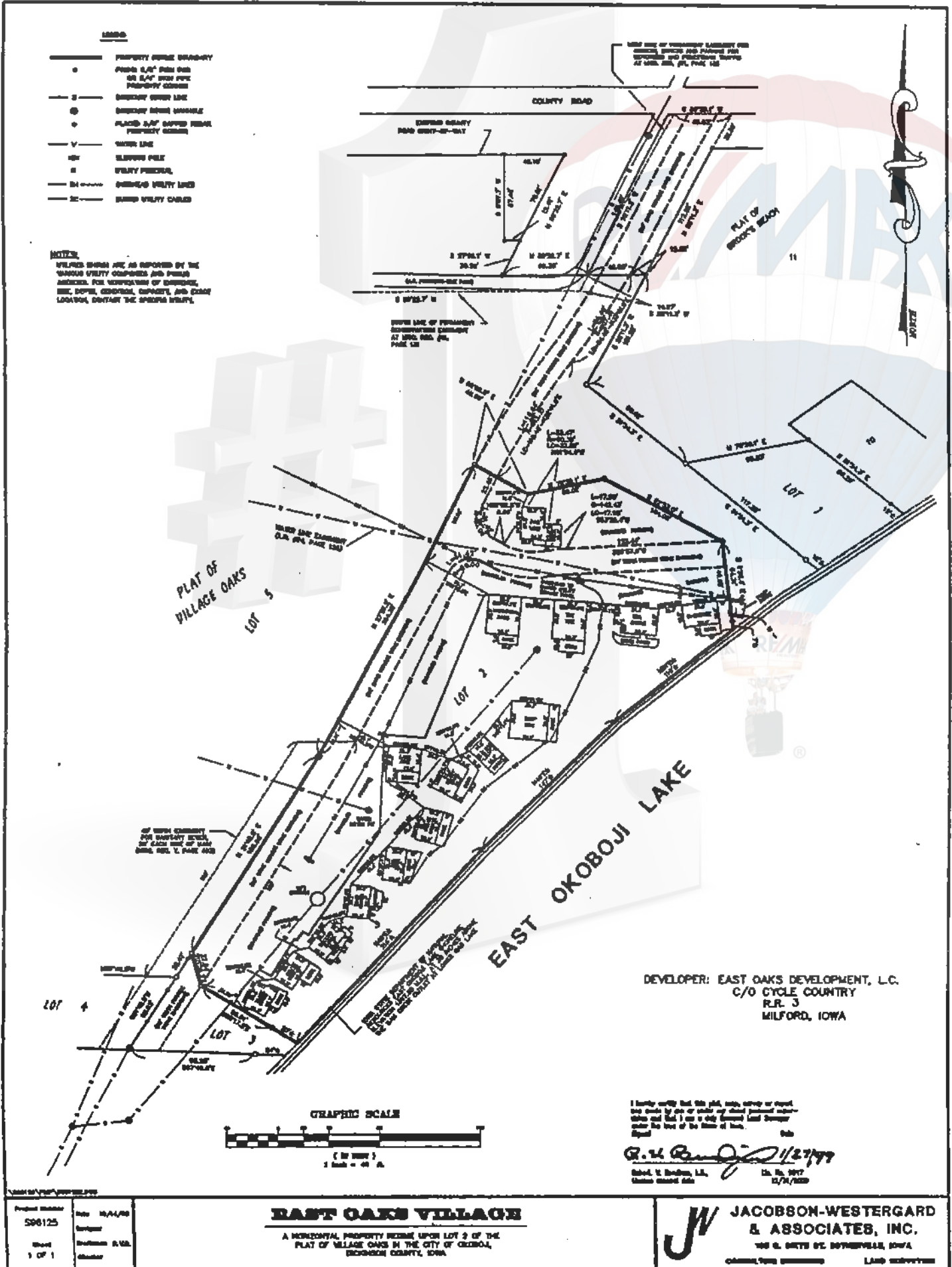
These Bylaws were duly enacted by the Board of directors of EAST OAKS VILLAGE OWNERS ASSOCIATION, at the Organizational Meeting on the 27TH day of JANUARY, 1999.

EAST OAKS VILLAGE OWNERS ASSOCIATION

By: Ronald C. Hickman
President/Director

By: Janice K. Dauborn
Director

By: Jim Dauborn
Director



Project Number	596125
Date	11/27/99
Sheet	1 OF 1

EAST OAKS VILLAGE
 A RESIDENTIAL PROPERTY BEHIND LOT 2 OF THE
 PLAT OF VILLAGE OAKS IN THE CITY OF CEDRAL,
 DESMOINES COUNTY, IOWA.

JW JACOBSON-WESTERGARD & ASSOCIATES, INC.
 100 S. STATE ST. DES MOINES, IOWA
 COMMERCIAL ENGINEERS LAND SURVEYORS

EXISTING RECORD DESCRIPTIONS OF AREA PLATED

LOTS A AND B, OF AUDITOR'S PLAT OF LOT L OF THE PLAT OF OKOBOJI CITY, AND LOT A, OF AUDITOR'S PLAT OF GOVERNMENT LOT 2, IN SECTION 20, TOWNSHIP 99 NORTH, RANGE 36, WEST OF THE 5TH P.M., EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL AND PACIFIC RAILROAD COMPANY, IN THE CITY OF OKOBOJI, DICKINSON COUNTY, IOWA.

800

LOT C, OF R. A. SMITH'S PLAT OF THE SUBDIVISION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 99 NORTH, RANGE 36, WEST OF THE 5TH P.M., CITY OF OKOBOJI, DICKINSON COUNTY, IOWA.

801

LOT D OF R. A. SMITH'S PLAT OF THE SUBDIVISION OF GOVERNMENT LOT 3 SECTION 17 TOWNSHIP 99 NORTH, RANGE 36, WEST OF THE 5TH P.M., CITY OF OKOBOJI, DICKINSON COUNTY, IOWA.

802

THAT PART OF LOT B OF R. A. SMITH'S PLAT OF THE SUBDIVISION OF GOVT. LOT 3, SECTION 17, TOWNSHIP 99 NORTH, RANGE 36, WEST OF THE 5TH P.M., LYING SOUTH AND WESTERLY OF LOTS 10 AND 11 OF THE PLAT OF BROOKS BEACH, CITY OF OKOBOJI, DICKINSON COUNTY, IOWA.

803

THAT PART OF THE ABANDONED CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT-OF-WAY ACROSS GOVT. LOT 2, SECTION 20, TOWNSHIP 99 NORTH, RANGE 36, WEST OF THE 5TH P.M., DICKINSON COUNTY, IOWA, LYING NORTH OF THE EASTERLY PROJECTION OF THE NORTH LINE OF LOT 28 OF THE PLAT OF MORNINGSIDE, ADDITION TO OKOBOJI, DICKINSON COUNTY, IOWA.

804

ALL THAT PART OF THE FORMER RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY IN SECTION 17, TOWNSHIP 99 NORTH, RANGE 36 WEST OF THE 5TH P.M., DICKINSON COUNTY, IOWA, LYING SOUTH OF A LINE DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SUBDIVISION 3 OF THE PLAT OF THE SUBDIVISION OF LOT A OF R. A. SMITH'S PLAT OF THE SUBDIVISION OF GOVERNMENT LOT 3 OF SAID SECTION 17; THENCE SOUTH 071°1' WEST 28.54 FEET; THENCE NORTH 89°22.5' EAST 117.00 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 89°22.7' EAST TO THE EASTERLY LINE OF THE FORMER RIGHT OF WAY OF SAID CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY; AND LYING NORTH OF AN EASTERLY PROJECTION OF THE SOUTH LINE OF LOT "C" OF R. A. SMITH'S PLAT OF THE SUBDIVISION OF GOVERNMENT LOT 3 IN SAID SECTION 17.

805

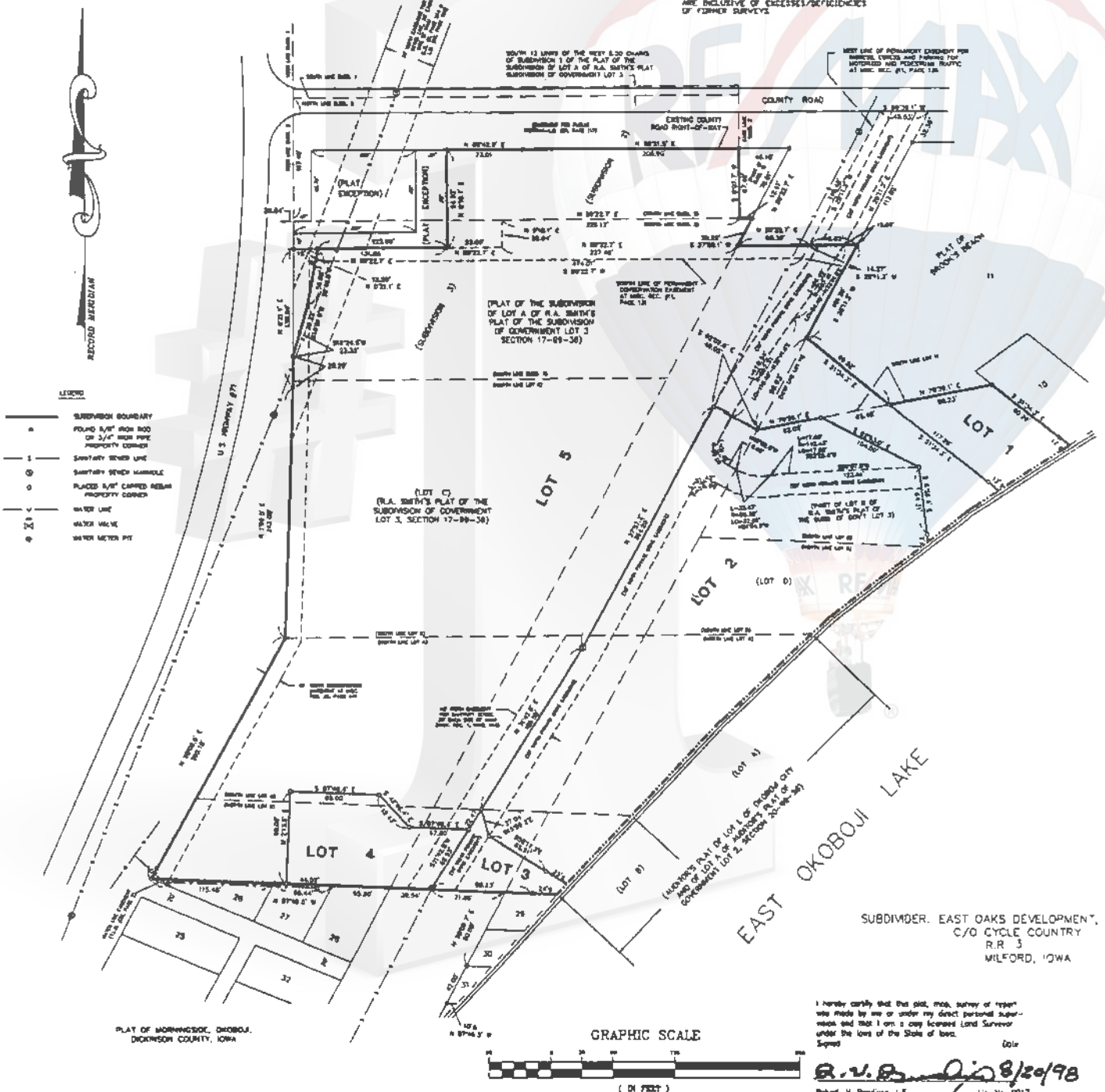
THAT PART OF LOT 11 IN THE PLAT OF BROOKS BEACH, DICKINSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTH 78°59.1' EAST 127.30 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 11; THENCE NORTH 51°04.5' WEST 99.93 FEET TO THE WESTERLY LINE OF SAID LOT 11; THENCE SOUTH 29°11.5' WEST 95.93 FEET TO THE POINT OF BEGINNING, CONTAINING 4884 SQUARE FEET.

806

SUBDIVISIONS 2 AND 3 AND THE SOUTH 12 LINE OF THE WEST 6.50 CHAINS OF SUBDIVISION 1 OF THE PLAT OF THE SUBDIVISION OF LOT A OF R. A. SMITH'S PLAT OF THE SUBDIVISION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 99 NORTH, RANGE 36, WEST OF THE 5TH P.M., CITY OF OKOBOJI, DICKINSON COUNTY, IOWA, EXCEPT THEREFROM PUBLIC ROADS RIGHT-OF-WAY AND FURTHER EXCEPT THEREFROM THE FOLLOWING DESCRIBED LANDS COMMENCING AT THE NORTHWEST CORNER OF LOT 35 OF THE PLAT OF MORNINGSIDE IN SAID CITY OF OKOBOJI: THENCE NORTH 28°21'50" EAST A DISTANCE OF 288.00 FEET ALONG THE EASTERLY LINE OF A PUBLIC ROAD; THENCE NORTH 0°30'00" EAST A DISTANCE OF 382.10 FEET ALONG THE EASTERLY LINE OF THE PUBLIC HIGHWAY TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°30'00" EAST ALONG THE PUBLIC HIGHWAY 11.54 FEET; THENCE SOUTH 89°30'00" EAST 17.00 FEET; THENCE NORTH 0°30'00" EAST ALONG THE PUBLIC HIGHWAY 68.76 FEET; THENCE NORTH 89°41'10" EAST ALONG THE SOUTHERLY LINE OF A PUBLIC HIGHWAY A DISTANCE OF 100.00 FEET; THENCE SOUTH 0°30'00" WEST 88.00 FEET; THENCE SOUTH 89°41'10" WEST 117.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5755 SQUARE FEET (0.1338 ACRES);

COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION 3; THENCE SOUTH 0°30'00" WEST 11.54 FEET ALONG THE WESTERLY LINE OF SAID SUBDIVISION 3 TO THE POINT OF BEGINNING; THENCE NORTH 89°41'10" EAST 117.00 FEET; THENCE NORTH 0°30'00" EAST 80.10 FEET; THENCE NORTH 89°41'10" EAST 30.00 FEET; THENCE SOUTH 0°30'00" WEST 88.00 FEET; THENCE SOUTH 89°41'10" WEST 147.00 FEET; THENCE NORTH 0°30'00" EAST 15.00 FEET ALONG THE WESTERLY LINE OF SAID SUBDIVISION 3 TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 0.11 ACRES SUBJECT TO EASEMENTS OF RECORD.
 COMMENCING AT THE SOUTHWEST CORNER OF LOT C OF R. A. SMITH'S PLAT OF THE SUBDIVISION OF GOVERNMENT LOT 3; THENCE NORTH 2°17'37" EAST 241.88 FEET ALONG THE WEST LINE OF SAID LOT C; THENCE NORTH 1°21'10" EAST 28.29 FEET ALONG THE WEST LINE OF SAID SUBDIVISION 3 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1°21'10" EAST 102.97 FEET ALONG SAID WEST LINE; THENCE SOUTH 89°23'10" EAST 22.85 FEET; THENCE SOUTH 10°56'03" WEST 58.00 FEET; THENCE SOUTH 17°07'12" WEST 26.22 FEET; THENCE SOUTH 11°30'44" WEST 23.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1233 SQUARE FEET.

NOTE: DIMENSIONS MEASURED IN THIS SURVEY VARYING FROM DIMENSIONS OF RECORD ARE INCLUSIVE OF EXCESSES/DEFICIENCIES OF FORMER SURVEYS.



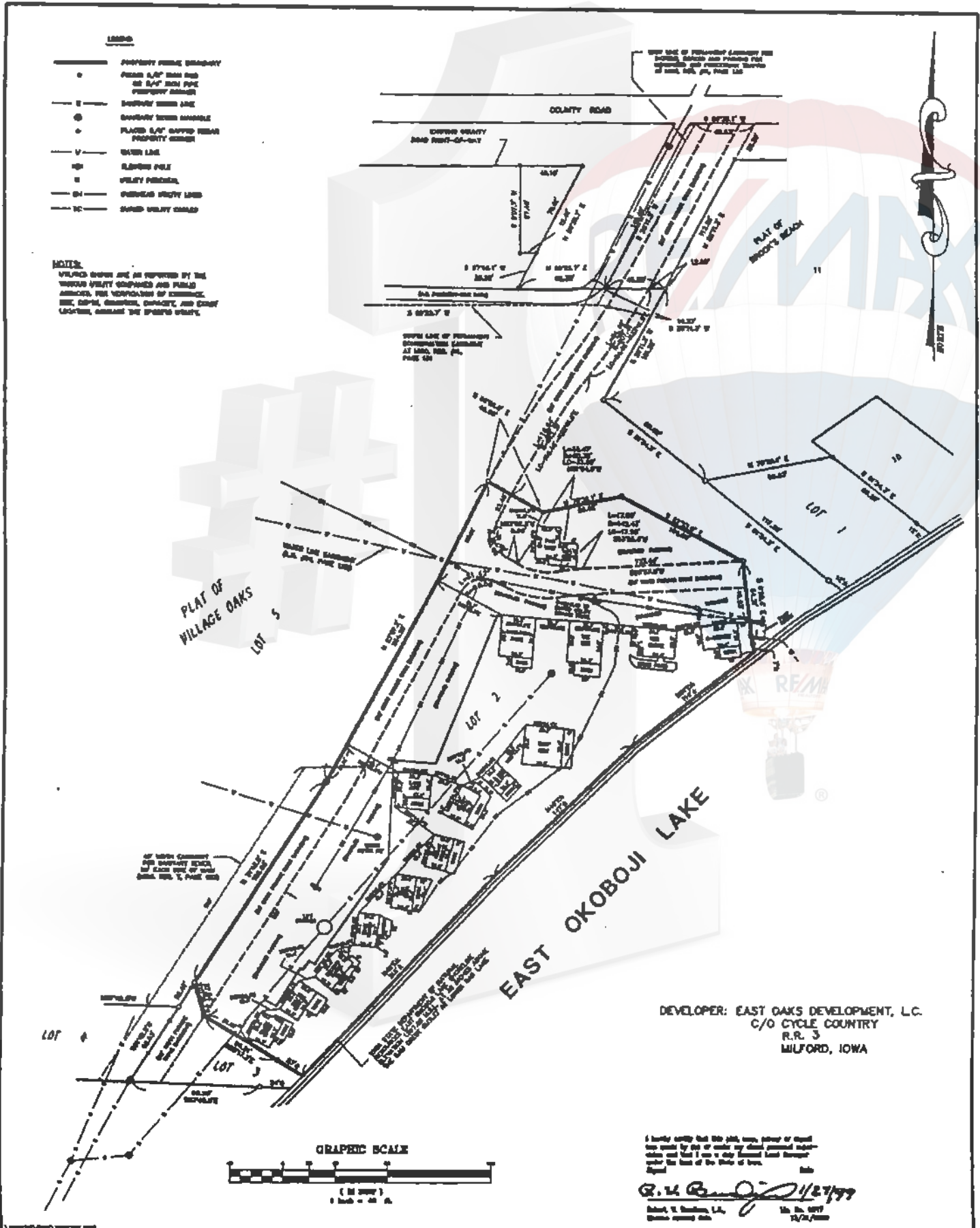
- LEGEND**
- SUBDIVISION BOUNDARY
 - FOUND 3/4" IRON ROD OR 3/4" IRON PIPE PROPERTY CORNER
 - - - - - SURVEY BOUNDARY
 - SURVEY BOUNDARY MARKER
 - PLACES 3/4" IRON RODS PROPERTY CORNER
 - WATER LINE
 - WATER VALVE
 - WATER METER PIT

Product Number
 596125
 1 of 1

**PLAT OF VILLAGE OAKS
 OKOBOJI, DICKINSON COUNTY, IOWA**

JW **JACOBSON-WESTERGARD & ASSOCIATES, INC.**
 105 S. SIXTH ST. ESTHERVILLE, IOWA
 CONSULTING ENGINEERS LAND SURVEYING


I hereby certify that this plat, map, survey or report was made 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.
 Robert V. Sandman, L.S.
 License renewal date 12/31/00
 Date 8/20/98



Project Number 594125	Date 1/27/99
Sheet 1 OF 1	Drawn by SVA

EAST OAKS VILLAGE

A HORIZONTAL PROPERTY RESUME UPON LOT 2 OF THE
 PLAT OF VILLAGE OAKS IN THE CITY OF OKOBOL,
 DEWINE COUNTY, IOWA


JACOBSON-WESTERGARD & ASSOCIATES, INC.
 100 S. SEVENTH ST., DAVENPARK, IOWA
 CONSULTING ENGINEERS LAND SURVEYORS

INSTR. NO. 993591

BK _____ PAGE _____

99 JUN 28 AM 9:33

JAN BORTSCHLELLER
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 21.00

Prepared by: Wm. J. Sanderson, 703 - 1st Avenue South, Estherville, 712-362-5885

**FIRST AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF
EAST OAKS VILLAGE,
A HORIZONTAL PROPERTY REGIME**

*VILLAGE OWNERS
Development*

At a meeting duly called and held by the members of the East Oaks Association on the 29th day of May, 1999, the following Amendment was adopted by an excess of a sixty (60) percent vote of the unit holders present at said meeting.

NOW, THEREFORE the Declaration of Establishment of Horizontal Property Regime known as East Oaks Village dated January 27, 1999, filed February 12, 1999, in Misc. Rec. Book 12, Page 929 of the Dickinson County Recorder's office is hereby amended as follows:

1. Paragraph 22. Paragraph 22 starting on Page 8 is deleted in its entirety with the following Paragraph 22 being inserted in its place.

22. **GENERAL LIABILITY AND PROPERTY DAMAGE.** Comprehensive general liability and property damage insurance shall be purchased by the Association as promptly as possible following organization, and shall be maintained in force at all times. The premiums thereon shall be paid by assessments. Prior to the organizational meeting, such insurance shall be procured by the Declarant. The insurance shall be carried with reputable companies, authorized to do business in the State of Iowa, in such amounts as the Board may determine. The policy or policies shall name as insured all of the owners of the Association. The Declarant shall be named as an additional insured on such policy or policies until such time as the Declarant shall have conveyed all of the units in the project (including all phases thereof). The policy or policies shall insure against loss arising from perils in the common areas, and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association and/or the Board.

FIRE AND CASUALTY. On individual units each owner shall carry fire and other hazard insurance on their individual units and shall be responsible for the payment of premiums on said policy or policies.

PERSONAL LIABILITY ON INDIVIDUAL UNITS. An owner may carry such personal liability insurance, in addition to that herein covered, as he or she may desire. In addition, any improvements made by an owner to the real property within a unit, as well as the personal property of the owner, may be separately insured.

ADDITIONAL COVERAGES. The Association may purchase and maintain in force, at the expense of the maintenance fund, debris removal insurance, fidelity bonds, and other insurance

9:33 a.m.

June 28 1999

12 383

and/or bonds that it deems necessary. The Association shall purchase and maintain workmen's compensation insurance to the extent that the same shall be required by law respecting employees of the corporation. The Board shall also maintain "all risk" insurance coverage on the project to insure against water damage and like kind of casualties.

LOSS ADJUSTMENT. The Board of Directors of the Association is hereby appointed the attorney-in-fact for all owners to negotiate loss adjustment on the policy or policies carried under this Section by the Association, except the fire and casualty, and personal liability on individual units.

ASSOCIATION AS TRUSTEE FOR PROCEEDS. In the event of damage or destruction of any of the property insured by the Association, on the common elements, all insurance proceeds paid in satisfaction of the claim shall be paid to the Association as Trustee for the owners and the Board of Directors for the Association shall immediately contract to repair or rebuild the damaged portions of the common elements, substantially in accordance with the original plans and specifications thereof.

PARTIAL OR TOTAL DESTRUCTION OF A UNIT. In the event of damage to, or the destruction of an individual unit or units within the development, each unit owner shall be responsible for the repair or rebuilding of said unit within a reasonable period of time. In the event a unit owner fails to repair or rebuild the damaged property within a reasonable period of time, the Board of Directors of the Association is authorized to make such repairs, or in the event of total destruction to remove all debris and assess the costs against a unit owner. These costs shall be treated the same as maintenance charges assessed against that owner.

UNDERINSURED DAMAGE TO COMMON ELEMENTS. In the event that common elements are damaged to the extent that there is a deficiency between the insurance proceeds paid for the damage to the common elements and the contract price for repairing or rebuilding any common elements, the Board shall levy a special assessment against each owner in proportion to its units of ownership in the common elements to make up such deficiency. If any owner shall fail to pay such special assessment within 30 days after the levy thereof, the Board shall make up the deficiency by payment of the Assessment. The remaining owners shall then be entitled to the same remedies, as those provided in this Declaration, covering a default of an owner in the payment of maintenance charges.

ARBITRATION. In the event of a dispute among any of the owners and the Association respecting the provisions of this paragraph 22, any such party may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association. In the event of arbitration, the party requesting the arbitration will give immediate notice thereof to the Board. The Board shall then notify all other owners and mortgagees as promptly as possible after the reference to arbitration is made, giving all such parties an opportunity to appear at such arbitration proceeding. The decision of the arbitrator shall be final and conclusive upon all parties. The arbitrator may include in its determination an award for costs and/or attorney fees against any one or more of the parties to this arbitration.

REVIEW OF INSURANCE NEEDS. Insurance coverage will be analyzed by the Board, or its representatives, at least every five (5) years from the date hereof, and the insurance program revised accordingly.

IN WITNESS THEREOF, the undersigned have executed this instrument this 7 day of June, 1999.

VILLAGE OWNERS'
~~EAST OAKS DEVELOPMENT~~ ASSOCIATION

By: Ronald C. Hickman

Title: President

By: Janice K. Danbom

Title: Secretary

STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this 7 day of May, 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared Ronald C. Hickman and Janice K. Danbom, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Ronald C. Hickman and Janice K. Danbom, as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Marie R. Matthiesen
Notary Public - State of Iowa



EAST OAKS DEVELOPMENT L.C.

By: Ronald C. Hickman

Ronald C. Hickman,
Operating Manager

By: Janice K. Danbom

Janice K. Danbom,
Secretary

STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this 7 day of May, 1999, before me, a notary public, in and for said County, personally appeared, Ronald C. Hickman and Janice K. Danbom, to me personally known, who being by me duly sworn did say that they are the Operating Manager and Secretary of said East Oaks Development, L.C. and that said instrument was signed on behalf of the said East Oaks Development, L.C., by authority of its manager and acknowledged the execution of said instrument to be the voluntary act and deed of said East Oaks Development, L.C., by it voluntarily executed.


Notary Public - State of Iowa



INSTR. NO. 017014

DK _____ PAGE _____

01 OCT 12 PH 2: 24

JAN BORTSCHELLEK
RECORDER
DICKINSON COUNTY, IOWA
ESTHERVILLE, IA
FEE \$ 11.00

Prepared by: Wm. J. Sanderson of Sanderson & Ridout, 703 First Avenue South, Estherville, IA 51334 (712-362-5885)

**SUPPLEMENTAL DECLARATION OF THE ESTABLISHMENT
AND SUBMISSION OF A HORIZONTAL PROPERTY REGIME
KNOWN AS "EAST OAKS VILLAGE"**

THIS SUPPLEMENTAL DECLARATION is made this 11th day of October, 2001, by
EAST OAKS DEVELOPMENT, L.C.,

WITNESSETH:

WHEREAS, the DEVELOPER previously submitted a Declaration of Establishment and Submission of a Horizontal Property Regime known as East Oaks Village, which declaration was recorded on February 12, 1999 in Misc. Record 12, page 929 of the Dickinson County records;

WHEREAS, the DEVELOPER reserved in themselves the unilateral right to modify the declaration until such time as all residential units were sold; and

WHEREAS, the DEVELOPER is still the owner of Cottage Unit "Par View", of East Oaks Village, a Horizontal Property Regime located on Lot 2, of the Plat of Village Oaks, City of Okoboji, Dickinson County, Iowa; together with an undivided 1/15th interest in the general common elements, areas and facilities appertaining to said Unit, the Declaration of such Horizontal Property Regime and By-Laws, dated January 27, 1999, recorded February 12, 1999 in Misc. Record 12, Page 929 of the records of the Dickinson County Recorder's office.

NOW, THEREFORE the DEVELOPER hereby elects to amend the original Declaration of Establishment and Submission of a Horizontal Property Regime known as East Oaks Village which encompasses land described as Lot 2 of the Plat of Village Oaks, Okoboji, Dickinson County, Iowa, in the following respect.

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2:24 PM
OCT 12, 01

DECLARATION NO. 2.

The first sentence of Declaration No. 2 is hereby amended to read as follows.

2. The DEVELOPER, for a period of ten years from the filing of this Declaration, reserves the right to add additional ground to EAST OAKS VILLAGE which presently adjoins it and construct thereon either cottages, condominiums, or duplexes.

IN WITNESS WHEREOF, the undersigned, being the DEVELOPER herein, has heretofore set its hand as of the day and year first above written.

East Oaks Development, L.C.

By: Ronald C. Hickman

Name: Ronald C. Hickman

Title: Operating Manager

STATE OF IOWA,

ss:

DICKINSON COUNTY,

On this 11th day of October, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ronald C. Hickman, Operating Manager, to me personally known, who, being by me duly sworn, did say that the person is a General Partner of EAST OAKS DEVELOPMENT, L.C., an Iowa limited partnership, executing the foregoing instrument, that the instrument was signed on behalf of the limited partnership by authority of the limited partnership; and the general partner acknowledged the execution of the instrument to be the voluntary act and deed of the limited partnership, by it and by the general partner voluntarily executed.

Cathy Hargett
Notary Public in and for the State of Iowa

