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BYLAWS

of

WESTVIEW PLACE

A HORIZONTAL PROPERTY REGIME (CONDOMINIUM)

The administration of the property submitted to the attached Declaration of Establishment of a Horizontal Property Regime (Condominium) to be known as Westview Place shall be governed by the following bylaws which are annexed to the Declaration and made a part thereof.

1. The administration of this Horizontal Property Regime shall be in charge of the Executive Board which shall constitute the board of administration within the meaning of Chapter 499B of the 1989 Code of Iowa, subject, however, to those powers and the responsibilities reserved to Westview Place Owners' Association.

2. The council of co-owners known as Westview Place Owners' Association shall be governed as follows:

A. Meeting of Westview Place Owners' Association shall be held at the unit of the President or such other suitable place convenient to the owners as may be designated by the President.

B. The annual meetings of the association shall be held on the Saturday nearest to the July 4th in each year at 10:00 A.M. for the purpose of electing officers and of transacting any other business authorized to be transacted by the association.

C. Special meetings of the Association may be called by the President but shall be called by the President upon the written request of at least two of the eight unit owners. Notice of such a special meeting shall be given to all owners by ordinary mail addressed to their last known address not less than ten (10) days nor more than thirty (30) days prior to the date set for such meeting. The notice shall state the time and place of such meeting and the purpose thereof. No business may be conducted at such meeting other than as stated in the written notice unless all owners are personally in attendance (not including proxies): If the President fails or refuses to call a

special meeting despite proper request, the Vice President or Secretary-Treasurer shall call the meeting.

D. Notice of a meeting may be waived in writing. Attendance by an owner at any meeting of the Association shall constitute a waiver of notice.

E. A quorum at Association meetings shall consist of five-eighths (5/8) of the owners. Action approved by a majority of those present at a meeting at which a quorum is present shall be valid except where approval by a greater number of owners is required by the Declaration or these Bylaws. The joinder of an owner in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of a member for the purpose of determining a quorum and for the purpose of determining whether action has been approved.

F. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary before the time of the meeting. A proxy so filed shall constitute that owner's presence at the meeting except as stated in paragraph 2.C above.

G. If any Association meeting cannot be held because a quorum is not in attendance the owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The order of business at all annual meetings of the Association shall be as follows:

- i. Roll call and certification of proxies.
- ii. Proof of notice of meeting and waivers of notice.
- iii. Reading the minutes of preceding meeting.
- iv. Report of officers.
- v. Report of committees.
- vi. Election of officers.
- vii. Unfinished business.
- viii. New business.
- ix. Adjournment.

I. The latest edition of Roberts Rules of Order shall govern meetings unless specifically provided otherwise.

3. The board of administration of this Association shall be the Executive Board or Board of Directors established as follows:

A. The Executive Board shall be in charge of the administration of this Horizontal Property Regime and shall consist of three persons who shall be the President, Vice President and Secretary-Treasurer elected by the owners at the Association's annual meeting. They shall serve for a period of one (1) year and until their successors are elected or until they are removed.

B. The powers and duties of the Executive Board shall include all the powers and duties existing under Chapter 499B of the 1989 Code of Iowa, the Declaration and these Bylaws. These powers and duties shall include but not be limited to the following, subject, however, to the provisions of the Declaration and these Bylaws.

i. To make and collect assessments against members to pay the costs and expenses of the Horizontal Property Regime.

ii. To use the proceeds of assessments in the exercise of the powers and duties.

iii. To maintain, repair, replace and operate the property of the Horizontal Property Regime.

iv. To purchase insurance upon the condominium property and insurance for the operation of the Association and its members including but not necessarily limited to casualty and liability insurance. Casualty insurance shall be purchased at replacement cost value of the building for at least the first ten (10) years after which an actual cash value policy may be purchased.

v. To reconstruct improvements after casualty and to further improve the property.

vi. To make and amend reasonable regulations regarding the use of the property in the regime.

vii. To enforce by legal means, if necessary, the provisions of the law, the Declaration, the Bylaws and regulations properly adopted.

viii. To contract for the management of the regime and to delegate to the manager such powers and duties of the Association and board as it may deem appropriate.

ix. The designation and removal of personnel necessary for the maintenance, repair, replacement and operation of the common areas and facilities.

C. The officers of this Association who shall be the directors as aforesaid, will have the following duties and responsibilities.

i. The President shall be the chief executive officer of the Board and the Association. He shall have all the general duties and powers which are usually vested in the office of President, including, but not limited to, the power to appoint committees from among the owners from time to time, as he may in his discretion decide, is appropriate to assist in the conduct of the affairs of the Association or Board.

ii. The Vice President shall, in the absence of the President, perform the President's duties. The Vice President shall also perform such other duties and assistance to the President as shall be imposed upon him by the Association or Board.

iii. Secretary-Treasurer. The Secretary-Treasurer shall have the minute book wherein resolutions and other business of the Association shall be recorded, shall have charge of such books and papers as the Association or Board may direct, shall give all notice to members and directors or other notices required by law or this Declaration or Bylaws and shall in general perform all duties incident to the office of Secretary. He shall also have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements of the Association and of the Board in books belonging to the Association or to the Board. All expenditures above \$300 shall not be made without prior approval of the board unless this provision is amended by resolution duly signed by all Association members. In general, the Treasurer shall keep the books in accordance with good

accounting practices and perform all other duties incident to the office of Treasurer.

iv. All officers shall be owners, spouses of owners or officers or agents of corporate or fiduciary owners but this shall not preclude the appointment and employment of non-owners as assistant secretary or assistant treasurer.

v. Compensation of all officers including assistant secretary and assistant treasurer shall be fixed by the Association.

D. Meetings of the Executive Board shall be held at the unit of the President or such other suitable place convenient to the directors as may be designated by the President.

E. Annual meeting of the Executive Board shall be held on the Saturday nearest to July 4th in each year immediately following the adjournment of the annual meeting of the association. At such meeting the Board shall determine what time, if any, shall be established for periodic board meetings.

F. Special meetings of the Board may be called by the President and shall be called by the President if requested by both the Vice President and Secretary-Treasurer. Notice of special meetings of the board shall state time and place of such meeting and the purpose thereof and shall be mailed by ordinary mail to each board member at least ten (10) days but not more than thirty (30) days prior to such meeting. Such special meeting shall not consider other business than set out in the notice unless all board members are in attendance.

G. Board members may waive notice of the meeting in writing and their attendance at a meeting shall constitute a waiver of said notice.

H. A quorum of the board shall be two (2). There shall be no proxies for Board meetings. A majority of those present shall be necessary for Board action.

I. Ordinary business and decisions and resolutions of the Board may be conducted and put into effect without a formal meeting of the Board provided the full particulars of the item is reduced to writing and signed by all Board members and filed with

the Secretary who shall keep said written document with the minutes of the meeting of the Board.

J. If desired by the Association or by the Board, a Blanket Fidelity Bond may be secured to cover anyone who may handle Association funds. The premium on such bonds shall be paid from Association funds.

K. Upon an affirmative vote of the majority of the owners, any officer or assistant officer may be removed either with or without cause and his successor elected at a special meeting of the Association. Assistant officers may be removed upon an affirmative vote of the majority of the members of the Board either with or without cause and successors may be elected at any meeting, regular or special.

L. Payment vouchers exceeding the amount established by paragraph 3.Ciii. above shall be approved by the majority of the Board and such approval noted in the minutes.

M. The joinder of any director in the action of a meeting of the Board by signing and concurring in the minutes thereof, shall constitute the presence of such director for the purpose of determining a quorum.

N. Vacancies on the Executive Board shall be filled by the remaining Board members until the next annual election.

4. The fiscal management of this Association shall be subject to the following:

A. The Executive Board shall adopt a budget for each calendar year which budget shall include the following accounts:

i. Current expense, which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable amount for contingencies and working funds. Balance in this fund at the end of each year may be applied to reduce the assessments for current expense for the succeeding year.

ii. Reserve for deferred maintenance which shall include funds for maintenance items which occur less frequently than annually.

iii. Reserve for replacement which shall include

funds for repair, replacement required because of damage, depreciation or obsolescence.

iv. The budgets for ii. and iii. above may be zero as determined by the Board.

B. The budget assessments shall be made prorata according to the percentage assigned to the unit in the Declaration and shall be prepared prior to the December 15 preceding the year for which the budget is made. Such assessment shall be paid in two equal payments due on the first day of January and July of the year for which the assessments are made unless the Association provides otherwise. If no budget is prepared and no annual assessment made the assessment shall be presumed to continue at the same amount as the previous year. In the event the annual assessment proves to be insufficient the budget and assessments may be amended at any time by the Board but only at a special meeting after notice of said intention to amend the budget is given to all property owners.

C. If any unit owner shall be in default of the payment of an installment, the Board may accelerate the remaining installments of the assessment upon notice to the unitowner and the entire balance shall be due within ten (10) days of receipt of such notice.

D. Assessments for non-emergency major improvements shall require the affirmative vote of six (6) owners. Major improvements shall be defined as those costing more than \$1,000.00. This provision shall govern notwithstanding the developers' retention of control until all units have been sold.

E. Assessments for common expenses as a result of emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need thereof to all unit owners. After such notice and upon approval by five-eighths (5/8) of the owners, the assessment shall become effective and shall be due within thirty (30) days of notice thereof.

F. An accounting shall be made of all Association accounts at least annually. The majority of the owners or of the Board may require an audit by an independent party.

G. No notice need be given to the Associations' annual meeting nor the Board's annual or regular meetings.

H. 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 collectible from all units owners including the mortgagee or purchaser. The owner of a unit pursuant to a voluntary conveyance shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments.

5. The Board shall, at the request of the owner or mortgagee of an apartment, report in writing any unpaid assessments due from the owner or the fact that said assessments are paid.

6. Any instrument affecting an interest in real estate may be executed by any two officers upon authorization of the Executive Board.

7. In the event the lien of the Association shall be foreclosed as provided in Section 499B.17 of the 1989 Code of Iowa, the unit owner 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.

8. No modification of or amendment to the Bylaws shall be valid unless set forth in writing and duly recorded. These Bylaws may be amended by the Association at a duly called meeting for such purpose. No amendment shall take effect unless approved by the owners representing at least six-eighths (6/8) of the units.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 23rd day of May, 1990 at Spirit Lake, Dickinson County, Iowa.

ARCHITECTURAL DEVELOPMENT CORP.

By 
Donald Koster

DECLARATION OF ESTABLISHMENT

of

A HORIZONTAL PROPERTY REGIME (CONDOMINIUM)

to be known as

WESTVIEW TOWNHOME CONDOMINIUMS

The undersigned, R and W Partnership, hereinafter referred to as Developer, hereby submits the land and buildings hereinafter described to a Horizontal Property Regime pursuant to the provisions of Chapter 499B of the 1993 Code of Iowa, thereby establishing a plan for individual ownership of the area or space contained in each unit and establishing the co-ownership of all the remaining real property by the individual owners as tenants in common. This Declaration and the By-Laws shall constitute covenants binding upon the Developer, all subsequent owners and their successors in interest, said Declaration and By-Laws to run with the land. As used throughout this Declaration and the By-Laws, "Apartment" and "Unit" shall have the same meaning as "Condominium Unit".

In compliance with Section 499B.4 of the 1993 Code of Iowa, the following declarations are made:

1. The description of the land to be subject to this Horizontal Property Regime (Condominium) is as follows:

Lots 25 and 26 and the vacated 10 foot walkway between Lots 25 and 26 in Westgate First Addition to Milford, Dickinson County, Iowa, except Tracts 1 and 2 described as follows:

Tract 1

Part of Lot 25 of the Plat of Westgate First Addition to Milford, Dickinson County, Iowa, described as follows:

Beginning at the northeast corner of Lot 25 of Westgate First Addition to Milford, Iowa; thence North 79°00'42" West 135.15 feet along the northerly line of said Lot 25 to the northwest corner of said Lot 25; thence southwesterly 73.73 feet along a 146.00 feet radius curve concave northwesterly to the north side of a sidewalk; thence South 65°17'41" East 18.42 feet along the north line of the sidewalk; thence South 89°50'57" East 124.48 feet along the north line of the sidewalk; thence South 44°57'32" East 33.15 feet along the northerly side of the sidewalk and the southeasterly extension thereof to a point on the east line of said Lot 25, lying South 0°00'00" West 71.31 feet from the northeast corner of said Lot 25; thence North 0°00'00" East 71.31 feet along

said east line of Lot 25 to the point of beginning, containing 9,296 square feet, subject to easements of record.

Tract 2

Part of Lot 25 and part of the vacated 10 foot walkway between Lots 25 and 26, all in the Plat of Westgate First Addition to Milford, Dickinson County, Iowa, described as follows:

Commencing at the northeast corner of Lot 25 of Westgate First Addition to Milford, Iowa; thence South 0°00'00" West 71.31 feet along the east line of said Lot 25 to the point of beginning; thence continuing South 0°00'00" West 148.99 feet along the east line of said Lot 25 to the southwesterly line of a sidewalk; thence North 45°32'41" West 6.93 feet along the southwesterly line of said sidewalk; thence North 1°23'48" West 145.62 feet along the westerly line of said sidewalk; thence North 44°57'32" West 24.06 feet along the southwesterly line of said sidewalk; thence North 89°50'57" West 123.50 feet along the southerly line of said sidewalk; thence North 65°17'41" West 20.30 feet along the southwesterly side of said sidewalk to a point on the northwesterly line of vacated 10 feet walkway, lying southwesterly 78.94 feet from the northwest corner of said Lot 25 as measured along a 146.00 feet radius curve concave northwesterly; thence northeasterly 5.21 feet along a 146.00 feet radius curve concave northwesterly to the northeasterly side of said sidewalk; thence South 65°17'41" East 18.42 feet along the northeasterly side of said sidewalk; thence South 89°50'57" East 124.48 feet along the north side of said sidewalk; thence South 44°57'32" East 33.15 feet along the northeasterly side of said sidewalk and the southeasterly extension thereof to the point of beginning, containing 1,843 square feet, subject to easements of record.

2. The building submitted to this Declaration is a two-story ten-unit residential structure. The principal material of all units constructed is wood. There are 16 garage spaces in three separate buildings. There is no basement in the residential structure. There is one basement under Garage Spaces 10 and 11, which is common area.

3. The ten residential units are individually numbered. Unit 1 is the easterly most unit. The unit direct to the west of Unit 1 is Unit 2. The unit directly to the West of Unit 2 is designated Unit 3. The unit directly to the west of Unit 3 is designated Unit 4. The unit directly to the west of Unit 4 is designated Unit 5. The unit directly to the west of Unit 5 is Unit 6. The unit directly to the west of Unit 6 is designated Unit 7. The unit directly to the west of unit 7 is designated Unit 8. The unit directly to the west of Unit 8 is designated Unit 9. The unit

directly to the west of Unit 9 is the westerly most unit and is designated Unit 10.

The three garage buildings are located directly to the North of the residential building. For the exact locations of all of these buildings, see the site plan which is attached hereto as Exhibit "A".

The number of each unit, its location, approximate area, number of rooms and immediate common area to which each apartment has access are shown on the site plan and building plans which are attached hereto.

4. There are more garage spaces than residential units. Said spaces are numbered 1 through 16, with Space No. 1 being the easternmost space and the spaces being numbered in ascending fashion from east to west and the westernmost space being designated No. 16. Spaces 1 and 2 are assigned to Unit 1; Spaces 3 and 4 are assigned to Unit 2; Space 5 is assigned to Unit 3; Spaces 6 and 7 are assigned to Unit 4; Space 8 is assigned to Unit 5; Space 9 is assigned to Unit 6; Spaces 10 and 11 are assigned to Unit 7; Space 12 is assigned to Unit 8; Spaces 13 and 14 are assigned to Unit 9; Spaces 15 and 16 are assigned to Unit 10. Ownership of a unit carries with it appurtenant ownership of the designated garage space or spaces and no unit or space may be sold separate from the unit or space to which it is assigned.

5. Ownership of the 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 on which the buildings are erected, the foundations, the main sanitary sewer and water lines, the walls, floors, ceilings and roofs of each unit and of the buildings (except the interior surfaces and except partition walls within individual units), the exterior doors, windows, the mailboxes, stairways, walkways, garbage collection area, garage doors, driveways, the basement under garage spaces 10 and 11, parking lots, sidewalks, outside electrical lighting units, landscaping, shrubbery and general

improvements to the grounds or lawn; pipes, wires, fire alarm system, 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 1993 Code of Iowa. The owners of a unit shall be deemed to own the cupboards, counters, plumbing fixtures and walls or partitions that are contained wholly within the particular 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 unit shall be solely responsible for the care, maintenance, repair, replacement and restoration of each unit including interior doors, plumbing and lighting fixtures, heating and air-conditioning equipment, refrigerator, dishwasher, disposal, range or other equipment or personal property connected with such unit for its exclusive use, except as otherwise provided.

In the event pipes, wires, conduits or other public utility lines run through one unit which are utilized for or serve one or more other units, a valid easement for the maintenance of said pipes, wire, conduits, or other public utility lines shall exist and in the event any part of the building 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.

6. Patios, building entrances and entrance sidewalks are for the exclusive use of the respective units, but repair and maintenance shall be a common expense.

7. The fractional interest which each unit bears to the entire Horizontal Property regime is one/tenth (10th). Payment of common expenses and voting rights shall be consistent with the fractional interest except as hereinafter set forth.

8. In the event of damage or destruction of all or part of the property covered by this Horizontal Property Regime, it shall be the duty of Association to restore and repair the same to its former condition as promptly as is practical in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to this Declaration or the By-Laws of Westview Townhome Condominium Owners' Association shall be used for such purpose, subject to the rights of first mortgagees whose interests may be protected by said policies.

If the proceeds of such insurance policies for restoration and repair is eighty-five percent (85%) or more of the estimated costs of restoration and repair, an emergency assessment may be levied by Association if necessary to provide the funds for such reconstruction and repair over and above the amount of insurance proceeds available for such purpose. In the event the insurance proceeds are less than eighty-five percent (85%) of the estimated cost of restoration and repair, the improvements shall not be replaced or restored unless approved by a vote or written consent of the majority of the total number of votes outstanding and entitled to be cast.

In the event a determination is made not to replace or restore the improvements on the condominium property, the entire condominium property shall be deemed owned in common by the apartment owners and subject to partition and sale. In the event excess insurance proceeds are remaining they shall be retained in the general funds of Association.

Insurance policies purchased by the Association shall provide coverage at replacement cost.

Any policy purchased by Association shall provide coverage for fixtures, installations or additions that are within individual units, including but not limited to paint, wallpaper, panelling, tile, carpeting, air conditioners, cabinets, electrical fixtures, dishwashers, fire extinguisher apparatus and plumbing fixtures.

Association shall also obtain comprehensive general liability insurance which shall protect Association for bodily injury and property damage.

The personal property of the unit owners, such as furniture and clothing and including washer, dryer, refrigerator and stove, will not be covered by Association's policy. Any owner may and is encouraged to carry personal liability insurance.

9. The administration of this Regime shall be vested in Westview Townhome Condominium Owners' Association, a non-profit corporation, consisting of all of the owners of the units subject to the provisions herein. This Association shall be the "Council of Co-Owners" within the meaning of Chapter 499B of the 1993 Code of Iowa and shall have all powers and authority granted to it by said Chapter, including, but not limited to the responsibility for the care, maintenance, repair, replacement and restoration of the structure, common elements and facilities and the making of assessments chargeable to owners. All sums so assessed 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. Such lien may be foreclosed by suit by 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 Association's record of ownership as set out below. In the event a lien of Association shall be foreclosed, the unit owner shall be required to pay a reasonable rental for the unit and Association shall be entitled to the appointment of a receiver to collect the same. Association or its representatives shall have the power to bid on such units 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.

10. 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 Association.

11. 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 assessment shall thereafter be deemed to be common expenses collectable from all unit owners including the mortgagee or purchaser.

12. In a voluntary conveyance, the Grantee of an apartment 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 Association or its representatives stating the amount of the unpaid assessments against the Grantor and said Grantee shall not be liable for nor shall the apartment conveyed be subject to a lien for any unpaid assessments in excess of the amount appearing in said statement.

13. The term "owner" as used in this Declaration and in the By-Laws shall mean record holder of title to the unit and shall include a contract purchaser in possession. In the event of multiple, corporate or fiduciary ownership, said owner or owners shall designate in a letter filed with the Secretary of Association, a person to act as owner in connection with the voting rights and administration referred to in this Declaration and the By-Laws. Notices to be given by Association are properly given to the owner or owners of the respective unit if given to the designated person. Each unit shall be entitled to have one vote but not more than one and that vote may not be split. The owner of a unit in Westview Townhome Condominiums shall be a member of Association and shall remain a member until such time as ownership ceases for any reason.

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

16. 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.

17. 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 as against Association and other owners from any responsibility or liability imposed by the condominium documents.

18. Voting by an owner may be by written proxy filed with the Secretary of Association.

19. No unit may be sold without also conveying to the same 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 to the same purchaser of the corresponding unit.

20. Incidental damage caused to a unit through maintenance by Association shall be repaired by Association as a common expense.

21. 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 Association.

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

23. Association may:

- A. Regulate pets and the ownership of and use of motorcycles or other power driven equipment on the premises but may prohibit pets only if such prohibition is approved by 100% of Association's voting members;
- B. Control the erection of For Sale or other signs;
- C. Regulate or assign designated parking areas;
- D. Restrict or prohibit parking of boats, recreational vehicles and equipment of a similar nature; and
- E. Adopt, amend and enforce other reasonable restrictions and regulations related to the use and enjoyment of the premises.

24. No animal pens, sheds, fences or other outbuildings, wires or structures of any kind shall be erected by any owner in any common area. No pets larger than 30 lbs. shall be allowed on the premises. No noise or other activity shall be allowed which unduly interferes with the peaceful possession and proper use of the property by its owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. All laws, ordinances and regulations of governmental bodies shall be observed by the owners and Association.

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.

25. Each unit owner covenants and agrees to pay the separately metered utility expenses, to maintain a minimum year round temperature of 50° Fahrenheit within the unit and to turn off

the water to the unit if the owners expect it to be unoccupied for seven (7) days or more.

26. An owner shall be liable to 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, which liability shall include any increase in insurance rates resulting therefrom.

27. Notwithstanding any other provision herein or in the By-Laws, 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.

28. Every director and officer of Association shall be indemnified by 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 that person being or having been a director or officer of the Association, except in such cases where 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.

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

- A. By written amendment duly executed by all owners and filed with the Dickinson County Recorder; or
- B. Written notice of a proposed amendment shall be given all owners. Such notice shall designate a time and place for a meeting to

consider such proposed amendment which time shall be not 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 by the owners representing 60% of the units.

30. Notwithstanding the above and the provisions of the By-Laws, the Developer shall retain the right to name all Directors of Association until all 10 units have been sold. Such Directors need not be unit owners. Developer shall be required to pay assessments for any unit held by it. Until all units are sold no amendment of this Declaration or the By-Laws shall be permitted unless approved by Developer.

In Witness Whereof, the undersigned has executed this instrument this 1 day of November 1993, at Spirit Lake, Dickinson County, Iowa.

R and W PARTNERSHIP

By Ryan Bonnicksen
Ryan Bonnicksen, General Partner

STATE OF IOWA)
) SS
DICKINSON COUNTY)

On this 1 day of November, 1993, before me, the undersigned a Notary Public in and for said County and State, personally appeared Ryan Bonnicksen, to me personally known who, being by me duly sworn, did say that he is a general partner of the above named partnership and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

[Signature]
Notary Public in and for said
County and State.

10/28/93
93Platting (JCL/pt)
B:westviewtownhome.dec