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# 218

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Villa # 3 Condominium and Garage Owner's Association

RULES AND REGULATIONS

1. No realtors' and individuals' "For Sale" signs permitted on Villa # 3 property.
2. The Association's insurance covers the building but individual owners must provide coverage for their personal property.
3. Winterizing the units must be certified by signing an agreement annually. All owners wishing to heat their unit are liable.
4. No pets.
5. Recreational equipment will not be permitted on the parking spaces over night. Equipment parked on the grass west of the garage is to be moved weekly so the grass can be mowed.
6. Alterations to the exterior of the building, patio, decks or outside structures cannot be made without permission by the Association.
7. Pool regulations are posted in the pool area and must be complied with by all. Pool gates must be kept closed by those using the pool.
8. All apartment owners and garage owners are responsible to keep the walks clean and the carpet vacuumed in front of their units. Snow removal in the drives will be handled by the Villa # 3 Association. All walk scooping is to be handled by the individual owners.
9. Collection of delinquent accounts and special assessments and legal costs to collect these accounts are to be paid by the delinquent owner.
10. Leasing a Unit:
  - Leasee must make payments to association until assessments are current.
  - Minimum of sixty (60) days per lease.
  - Leasing must be approved by the Association.
  - The owner will be held responsible and liable for the actions of the leasee.
  - All assessments must be current by the owner.
11. The sale of an apartment or garage located on Lot # 37 Horizontal Property Regime must be approved by the current officers of the Association.
  - A. Name of Purchaser.
  - B. Financial status as to responsibility to own and maintain a unit in Villa # 3.
  - C. The Association is not liable for rejecting the purchase of a unit.
12. The above rules and regulations are for all owners' protection in maintaining a desirable environment.

Villa # 3 Regulations

The following is a list of rules and regulations adopted by the Villa # 3 Condominium and Villa # 3 Garage Owner's Association. These regulations do not cover every incidental item that crops up. We do hope they are a helpful guideline as to the wishes of the Association. Your cooperation will be appreciated by your neighbors.

To familiarize yourself with the policies of the Villa # 3 Association, be sure to read the "Declaration Submitting Real Estate to a Horizontal Property Regime," page one through page 6.

The Amendment to Declaration Submitting Real Estate to a Horizontal Property Regime is three legal-sized pages, Extension of Entry # 107 (pertaining to the Garage Owners Association).

- Condominium Apartment Building By-Laws  
Article I through Article V
- Condominium Garage Building By-Laws  
Article I through Article V

The above are included with your Abstract and Deed.

We feel that it is important for the owner of the apartments and garages to be concerned about their neighbors and that a new owner be concerned about the protection of his investment.

Rules Covering Assessments

Villa # 3 Condominium Association.

Monthly Assessment due in advance on the first day of every month. \$70.00/month.  
Sixty-day late penalty - \$ 25.00 - plus \$ 25.00 per month thereafter until paid.

Villa # 3 Garage Owners' Association.

~~Yearly Assessment due Sept. 1st - \$120.00~~ <sup>\$25<sup>00</sup> per month</sup>  
Sixty-day late payment penalty - \$ 10.00 - plus \$ 10.00 per month thereafter until paid.

A payment book is available to each owner that wishes one for the condominium units.

Mail all payments to: Home Federal Savings and Loan Association  
P.O. Box 100  
Algona, Iowa 50511  
Attention: Joanne Walker

*Alma Swanson*

*Algona, Ia - 50511*

ARTICLE IV  
OBLIGATIONS OF OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all common expenses including fire insurance and extended coverage, utility bills and charges, and all other expenses reasonably appertaining to the building. The owners of each apartment unit shall be responsible for one-sixteenth (1/16) of such expenses, and a budget setting up such proposed expenses shall be approved by the owners at each annual meeting of the Association.

✓ Section 2. Maintenance and repair.

a. Each owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners.

b. All repairs of internal installations of the unit including doors, windows, and all other accessories belonging to the unit shall be at the owner's expense.

c. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through such owner's fault.

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

a. An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators, and other project areas and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

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

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

ARTICLE V  
AMENDMENTS

Section 1. By-laws. These By-laws may be amended by the Association in a duly constituted meeting of members of the Association for such purpose, but no amendment shall take effect unless approved by the owners of 3/4 of the apartment units herein.

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Resolution  
Adopted  
Caw*

*W. B. Bauer*  
\_\_\_\_\_  
W. B. BAUER

*Pat Bauer*  
\_\_\_\_\_  
PAT BAUER

*Paul Buckley*  
\_\_\_\_\_  
PAUL BUCKLEY

*Marilyn Buckley*  
\_\_\_\_\_  
MARILYN BUCKLEY

*Page #4 has all the signatures and in the original*

The owners of the condominium apartment building located on the property legally described as Lot 37, Brooks Country Club Addition, Second Flattng, Town of Okoboji, Dickinson County, Iowa, do hereby adopt the following By-laws in accordance with the Iowa "Horizontal Property Act", being Chapter 499B of the 1971 Code of Iowa as amended.

ARTICLE I  
MEMBERSHIP AND ADMINISTRATION

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

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

*Change  
Monday  
10:*

Section 3. Annual meetings. The first annual meeting of the Association shall be held on the 25th day of August, 1973. Thereafter, the annual meetings of the Association shall be held on the last Saturday in August of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with these By-laws. The owners may also transact such other business of the Association as may properly come before them at such time.

Section 4. It shall be the duty of the president to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two thirds (2/3) of the owners present either in person or by proxy.

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

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

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

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

ARTICLE II  
BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

#### ARTICLE III OFFICERS

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

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

Section 3. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct and shall in general perform all the duties incident to the office of secretary.

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

Bank  
Español

PROPERTY REGIME

WHEREAS, Dillon Hotels Co., grantor, the owner of Lot 37, Brooks Country Club Addition, Second Platting, Okoboji, Dickinson County, Iowa.

WHEREAS, the said grantor has constructed thereon a 16 unit multi-family structure and a 16 stall garage and hereby establishes by this declaration a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the apartment units in the said multi-family structure, and the co-ownership by the individual and separate owners thereof of all of the remaining real property which is hereinafter defined and referred to herein as "common elements and facilities", all in accordance with Chapter 499B of the 1966 Code of Iowa

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

- A. The structures and appurtenances constructed upon the above described real estate is a two story building containing 16 apartments and a 16 stall garage.
- B. The said grantor, in order to establish a plan of condominium ownership for the above described property and improvements, hereby covenants and agrees that it hereby divides said property into the following separate freehold estates:

The 16 separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of the 16 apartment units in said multi-family structure and 16 stall garage constructed on said property as hereinafter defined, and referred to herein as "Apartment Spaces and Garage Stalls"; together with an undivided one sixteenth interest for each such apartment unit in the general common elements and facilities hereinafter described, and an undivided interest as hereinafter set forth in the limited common elements and facilities hereinafter described.

The 16 separate apartment areas in the said multi-family structure and appurtenances are as follows:

Apartment 114 is that apartment space occupying the south portion of the first floor of the building, containing 1120 square feet, more or less, and consisting of three rooms, kitchen, 2 baths and patio.

Apartment 115 is located immediately north of Apartment 114 and contains 1045 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 116 is located immediately north of Apartment 115 and contains 1120 square feet, more or less, consisting of three rooms, kitchen, 2 baths and patio.

Apartment 117 is located immediately north of Apartment 116 and contains 1045 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 118 is located immediately north of Apartment 117 and contains 1045 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 119 is located immediately north of Apartment 118 and contains 1120 square feet, more or less, consisting of three rooms, kitchen, 2 baths, and patio.

Apartment 120 is located immediately north of Apartment 119 and contains 1045 square feet, more or less, and consisting of three rooms, kitchen, bath and patio.

Apartment 121 is located immediately north of Apartment 120 and contains 1120 square feet, more or less, consisting of three rooms, kitchen, 2 baths and patio.

Apartment 214 is that apartment space occupying the south portion of the second floor of the building containing 1120 square feet, more or less, consisting of three rooms, kitchen, 2 baths, and patio.

Apartment 215 is located immediately north of Apartment 214 and contains 1045 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 216 is located immediately north of Apartment 215 and contains 1120 square feet, more or less, consisting of three rooms, kitchen, 2 baths and patio.

Apartment 217 is located immediately north of Apartment 216 and contains 1045 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 218 is located immediately north of Apartment 217 and contains 1045 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 219 is located immediately north of Apartment 218 and contains 1120 square feet, more or less, consisting of three rooms, kitchen, 2 baths, and patio.

Apartment 220 is located immediately north of Apartment 219 and contains 1045 square feet, more or less, consisting of three rooms, kitchen, bath and patio.

Apartment 221 is located immediately north of Apartment 220 and contains 1120 square feet, more or less, consisting of three rooms, kitchen, 2 baths and patio.

The 16 separate garage stalls each containing 260 square feet, more or less, are as follows:

Garage stall 1 is located at the south end of said garage building.

Garage stall 2 is located immediately north of garage stall 1.

Garage stall 3 is located immediately north of garage stall 2.

Garage stall 4 is located immediately north of garage stall 3.

Garage stall 5 is located immediately north of garage stall 4.

Garage stall 6 is located immediately north of garage stall 5.



Garage stall 7 is located immediately north of garage stall 6.  
Garage stall 8 is located immediately north of garage stall 7.  
Garage stall 9 is located immediately north of garage stall 8.  
Garage stall 10 is located immediately north of garage stall 9.  
Garage stall 11 is located immediately north of garage stall 10.  
Garage stall 12 is located immediately north of garage stall 11.  
Garage stall 13 is located immediately north of garage stall 12.  
Garage stall 14 is located immediately north of garage stall 13.  
Garage stall 15 is located immediately north of garage stall 14.  
Garage stall 16 is located immediately north of garage stall 15.

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

1. All driveways, parking areas, sidewalks, basement area, lawn and shrubbery located upon the described real estate, together with the patio and swimming pool located thereon.
2. All foundations, exterior walls and the roof of the said apartment buildings located upon the above described real estate.
3. All common sewer, water and electrical lines connected with the apartment building located upon the above described real estate and used in common by all 16 apartment units.

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

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

1. That all common elements, areas and facilities shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.
2. That the apartment units shall be occupied and used by the respective owners only as a residential dwelling; however, each owner shall have the privilege of renting their units to others.
3. The owners of the respective apartments, units or spaces shall not be deemed to own pipes, wires, conduits, or other public utility lines running through the respective apartment spaces which are utilized for, or serve more than one apartment unit, except as tenants in common with the other unit owners as hereinafter provided. The owners of the respective apartment units shall not be deemed to be the individual owners of the exterior surface of perimeter walls and partitions of any said apartment unit, but the owner of each apartment unit shall be deemed to own the inner decorated and finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

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

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

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

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

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

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

F. All sums assessed by the Association, but unpaid for the share of the common expenses chargeable to any apartment unit shall constitute a lien upon such apartment unit prior to all other liens except only tax liens on the apartment unit in favor of any assessing unit or special district, and all sums unpaid on any first mortgage of record. Such a lien may be foreclosed by a suit, by the manager or board of directors acting upon behalf of the owners of the apartment units, in like manner as a mortgage of real property. In any such foreclosure the apartment owner shall be required to pay reasonable rental for the apartment unit as so provided by the By-Laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association or the representatives thereof, acting on behalf of the apartment owners, shall have the power to bid in the apartment at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgement for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

G. Where a mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of foreclosure of a first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments

by the Association chargeable to such apartment which became due to the acquisition of title to such apartment by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such acquirer, his successors and assigns.

- H. In a voluntary conveyance the grantee of an apartment unit shall be jointly and severally liable with a grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association of its representatives, setting forth the amount of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the apartment conveyed by subject to a lien for any unpaid assessments against the grantor in excess of the amount therein set forth.
- I. The owners of the respective apartment units shall have the absolute right to rent or lease the respective apartment units, same provided that such rental or lease is made subject to the covenants and restrictions contained in this Declaration.
- J. The owners of each apartment unit shall be responsible for their proportionate share of monthly payments for water, sewer, garbage pick up, electricity used upon the premises and for one sixteenth of the cost of maintenance of general common elements, to be paid in such manner as may be fixed by the Association of apartment owners and in accordance with the By-Laws of the Horizontal Property Regime. The Board of Directors of the Association of apartment owners shall obtain and continue in effect fire insurance and extended coverage upon the apartment building herein in an amount of not less than eighty percent (80%) of the replacement cost of said apartment building and the owners of each apartment unit shall pay their proportionate share of the premiums for such insurance in such manner as may be specified by the By-Laws of the Association. Proceeds of any such insurance policy shall be payable to the Board of Directors of the Association, which shall be known as First Brooks Country Club Villa Owners Association.

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

In the event that the apartment building herein shall be damaged or destroyed to such extent that repairs cannot reasonably be effected within thirty days thereafter, then in such event a special meeting of the Association of owners shall be called in the manner provided by the By-Laws immediately following such damage for the purpose of determining whether such repairs should be effected. In the event that the owners of two-thirds of the apartment units in said apartment building shall vote to rebuild, repair and restore the said apartment building at such meeting, then in such event the Board of Directors of the Association of Owners shall immediately contract to restore the apartment building. In such event the proceeds of insurance upon the premises shall be used in payment of such restoration, and any costs in excess of insurance proceeds shall be paid forthwith upon the completion of such restoration, one sixteenth by the owners of each apartment unit. In the event that the

owners at such meeting of the Association shall fail to vote for partition of the building by a two-thirds majority, then in such event:

1. The property shall be deemed to be owned in common by the apartment owners, with the owners of each apartment owning a one sixteenth interest therein.

2. Any liens affecting any of the apartments shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the apartment owner and the property as provided herein.

3. The property shall be subject to an action for partition at the suit of any apartment owner, in which event the proceeds of the sale of the property, together with the net proceeds of the insurance upon the property shall be considered as one fund and shall be divided among all of the apartment owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the apartment owners all liens on the undivided interest in the property owned by each apartment owner and all expenses of partition and sale of said real estate.

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

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

DILLON HOTELS CO.

Robert W. Dillon  
President

ATTEST:

Helena A. Dillon  
Secretary

STATE OF IOWA )  
                  )ss.  
DICKINSON COUNTY)

On this 25 day of July, 1970, before me, the undersigned, a Notary Public in and for said County personally came Robert W. Dillon, President of Dillon Hotels Co., (a corporation)

to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledges the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

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

Fred L. Allen  
Notary Public

My commission expires the 24th day of July, 1970.

## CONDOMINIUM APARTMENT BUILDING BY-LAWS

The owners of the condominium apartment building located on the property legally described as Lot 37, Brooks Country Club Addition, Second Platting, Town of Okoboji, Dickinson County, Iowa, do hereby adopt the following By-laws in accordance with the Iowa "Horizontal Property Act", being Chapter 499B of the 1971 Code of Iowa as amended.

### ARTICLE I MEMBERSHIP AND ADMINISTRATION

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

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

Section 3. Annual meetings. The first annual meeting of the Association shall be held on the 25th day of August, 1973. Thereafter, the annual meetings of the Association shall be held on the last Saturday in August of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with these By-laws. The owners may also transact such other business of the Association as may properly come before them at such time.

Section 4. It shall be the duty of the president to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two thirds (2/3) of the owners present either in person or by proxy.

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

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

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

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

### ARTICLE II BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

### ARTICLE III OFFICERS

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

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

Section 3. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct and shall in general perform all the duties incident to the office of secretary.

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

ARTICLE IV  
OBLIGATIONS OF OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all common expenses including fire insurance and extended coverage, utility bills and charges, and all other expenses reasonably appertaining to the building. The owners of each apartment unit shall be responsible for one-sixteenth (1/16) of such expenses, and a budget setting up such proposed expenses shall be approved by the owners at each annual meeting of the Association.

Section 2. Maintenance and repair.

a. Each owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners.

b. All repairs of internal installations of the unit including doors, windows, and all other accessories belonging to the unit shall be at the owner's expense.

c. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through such owner's fault.

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

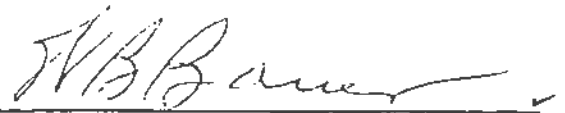
a. An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators, and other project areas and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.


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

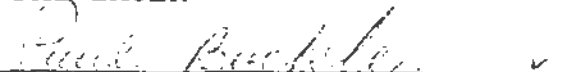
Section 5. Rules of conduct. Each resident shall conduct himself in the use of his apartment unit in such manner that he will not unduly interfere with the use, enjoyment and occupancy of other apartment units, and shall abide by such reasonable regulations as shall be enacted by the Board of Directors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

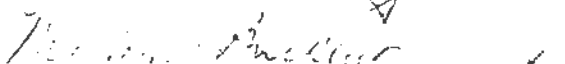
ARTICLE V  
AMENDMENTS

Section 1. By-laws. These By-laws may be amended by the Association in a duly constituted meeting of members of the Association for such purpose, but no amendment shall take effect unless approved by the owners of 3/4 of the apartment units herein.

  
W. B. BAUER

  
PAT BAUER

  
PAUL BUCKLEY

  
MARILYN BUCKLEY

Wayne B. Hibbs ✓  
WAYNE B. HIBBS

Ruth E. Hibbs ✓  
RUTH HIBBS

Chris Christopoulos ✓  
CHRIS CHRISTOPULOS

Georgia Christopoulos  
GEORGIA CHRISTOPULOS

David M. Baker ✓  
DAVID BAKER

Susan Baker  
SUSAN BAKER

Joe Silverman  
JOE SILVERMAN

Betty Silverman  
BETTY SILVERMAN

R. A. Grothe  
R. A. GROTHE

Marvella M. Grothe  
MARVELLE M. GROTHE

George T. Allibrand  
GEORGE T. ALLIBRAND

Gladys Y. Allibrand  
GLADYS Y. ALLIBRAND

DILLON HOTELS CO.

BY R. W. Miller President

Helen A. Wilson  
Secretary



## CONDOMINIUM GARAGE BUILDING BY-LAWS

The owners of the condominium garage building located on the property legally described as Lot 37, Brooks Country Club Addition, Second Platting, Town of Okoboji, Dickinson County, Iowa, do hereby adopt the following By-laws in accordance with the Iowa "Horizontal Property Act", being Chapter 499B of the 1971 Code of Iowa as amended.

### ARTICLE I MEMBERSHIP AND ADMINISTRATION

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

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

Section 3. Annual meetings. The first annual meeting of the Association shall be held on the 25th day of August, 1978. Thereafter the annual meetings of the Association shall be held on the last Saturday in August of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with these By-laws. The owners may also transact such other business of the Association as may properly come before them at such time.

Section 4. It shall be the duty of the president to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two thirds (2/3) of the owners present either in person or by proxy.

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

Section 6. Quorum. Except as otherwise provided in these Bylaws, the present in person or by proxy of the owners of four garage stalls shall constitute quorum.

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

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

### ARTICLE II BOARD OF DIRECTORS

Section 1. Number and qualifications. The affairs of the Association shall be governed by a Board of Directors composed of three persons all of whom must be owners of garage stalls in the garage building.

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

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

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

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

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

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

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

### ARTICLE III OFFICERS

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

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

Section 3. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct and shall in general perform all the duties incident to the office of secretary.

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

ARTICLE IV  
OBLIGATIONS OF OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all common expenses including fire insurance and extended coverage, utility bills and charges, and all other expenses reasonably appertaining to the building. The owners of each garage stall shall be responsible for one-sixteenth (1/16) of such expenses, and a budget setting up such proposed expenses shall be approved by the owners at each annual meeting of the Association.

Section 2. Maintenance and repair.

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

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

- a. An owner shall not place or cause to be placed any item which would obstruct the normal use of said building by the other owners thereof.

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

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

ARTICLE V  
AMENDMENTS

Section 1. By-laws. These By-laws may be amended by the Association in a duly constituted meeting of members of the Association for such purpose, but no amendment shall take effect unless approved by the owners of 3/4 of the garage stalls herein.

DILLON HOTELS CO.

BY Wayne B. Hibbs President

Howard A. Wilson  
Secretary

Wayne B. Hibbs  
WAYNE B. HIBBS

Ruth E. Hibbs  
RUTH HIBBS

David M. Baker  
DAVID BAKER

Susan Baker  
SUSAN BAKER

AMENDMENT TO DECLARATION SUBMITTING REAL ESTATE  
TO A HORIZONTAL PROPERTY REGIME

WHEREAS a certain Declaration Submitting Real Estate to a Horizontal Property Regime was filed by Dillon Hotels Co., the sole owner of Lot 37, Brooks Country Club Addition, Second Platting, Okoboji, Dickinson County, Iowa, on July 27, 1970, and is recorded in Miscellaneous Record O on page 59 in the office of the Dickinson County, Iowa Recorder, and

WHEREAS it has been brought to the attention of certain owners of certain real estate located on Lot 37, Brooks Country Club Addition, Second Platting, Okoboji, Dickinson County, Iowa, that there are certain items which were omitted in the original Declaration Submitting said Real Estate to a Horizontal Property Regime, and

WHEREAS it is the desire of the owners of all of the real estate located on Lot 37 above described to amend said Declaration Submitting Real Estate to a Horizontal Property Regime in such a way as to correct the inadequacies of said original Declaration, and

WHEREAS the owners of all legal and equitable interests in said real estate have joined in this amendment and are as follows: W. B. Bauer and wife, Pat Bauer; Paul Buckley and wife, Marilyn Buckley; Wayne B. Hibbs and wife, Ruth Hibbs; Chris Christopulos and wife, Georgia Christopulos; David Baker and wife, Susan Baker; Joe Silverman and wife, Betty Silverman; R. A. Grothe and wife, Marvelle M. Grothe; George T. Alliband and wife, Gladys Y. Alliband; and Dillon Hotels Co.

NOW, THEREFORE, the undersigned, being all of the owners of Lot 37, Brooks Country Club Addition, Second Platting, Okoboji, Dickinson County, Iowa, do hereby amend the Declaration Submitting Real Estate to a Horizontal Property Regime filed July 27, 1970, as above set out, in the following particulars:

1. The 16 separate garage stalls are located in a separate and distinct building and are designated by numbers 1 through 16 and are located as set out in the original Declaration. Said 16 separately designated and legally described garage stalls constitute freehold estates consisting of spaces or areas contained in the perimeter walls of the 16 garage stalls in said garage structure, together with a 1/16 interest for each such garage stall in the general common elements and

facilities of said garage building. Ownership of any one garage stall shall carry with it the ownership of a 1/16 interest in the common elements of said garage building.

2. Each of the <sup>owners of the</sup> foregoing garage stalls as stated above shall own a 1/16 interest in and to the following common elements and facilities to-wit:

a. All foundations, exterior walls and roof of said garage building located on the above described real estate,

b. All common sewer, water and electrical lines connected with the garage building located on the above described real estate and used in common by all 16 garage stalls.

3. The owners of each garage stall shall have a 1/16 interest in the Horizontal Property Regime established herein, and the owners of each such garage stall shall be entitled to one vote on all matters relative to the administration of said regime as it pertains to said garage building.

4. All provisions as to government and management of the Horizontal Property Regime referring to ownership of apartment units are hereby adopted as to the ownership of said garage stalls, except that said garage building shall be subject to its own Horizontal Property Regime separate and distinct from the Horizontal Property Regime of the apartment building.

5. In all respects, the Declaration Submitting Real Estate to a Horizontal Property Regime as the same applies to the apartment building is hereby adopted and ratified by the owners of the garage stalls within said garage building as though fully set out herein and repeated each section in its entirety.

6. The principal materials of which the apartment building is constructed are wood and brick, and the principal material from which the garage building is constructed is wood.

7. A copy of the formal plans of the apartment building and a copy of the formal plans of the garage building are filed with this amendment.

8. Bylaws for the condominium complex in the management of the Horizontal Property Regime as the same applies to the apartment building with its general common areas, and Bylaws for the condominium complex in the management of the Horizontal Property Regime as the same applies to the garage building are filed herewith.

9. As stated in the original Declaration Submitting Real Estate to a Horizontal Property Regime, this amendment shall be fully binding upon the grantors herein, their successors and assigns and upon all subsequent owners of all or any part of said real property and the improvements together with their grantees, successors, heirs, executors, administrators, devisees or assigns, and shall constitute a covenant running with the land.

W. B. Bauer ✓  
W. B. BAUER

Pat Bauer ✓  
PAT BAUER

Paul Buckley ✓  
PAUL BUCKLEY

Marilyn Buckley ✓  
MARILYN BUCKLEY

Wayne B. Hibbs ✓  
WAYNE B. HIBBS

Ruth E. Hibbs ✓  
RUTH HIBBS

Chris Christopoulos ✓  
CHRIS CHRISTOPULOS

Georgia Christopoulos ✓  
GEORGIA CHRISTOPULOS

David M. Baker ✓  
DAVID BAKER

Susan Baker ✓  
SUSAN BAKER

Joe Silverman ✓  
JOE SILVERMAN

Betty Silverman ✓  
BETTY SILVERMAN

DILLON HOTELS CO.

BY W. H. Dillon ✓  
President

Helen A. Dillon ✓  
Secretary

R. A. Grothe ✓  
R. A. GROTHE

Marvella M. Grothe ✓  
MARVELLE M. GROTHE

George T. Allibrand ✓  
GEORGE T. ALLIBRAND

Gladys W. Allibrand ✓  
GLADYS W. ALLIBRAND

(ACKNOWLEDGMENT, INDIVIDUAL)  
Klipto, Mason City, Iowa

For The Legal Effect of The Use  
of This Form, Consult Your Lawyer

STATE OF Iowa Dickinson COUNTY, ss.

On the 6<sup>th</sup> day of October, A.D., 1972, before me, the undersigned Notary Public in and for said County, in said State, personally appeared Joe Silverman  
and Betty Silverman

to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Barrett J. Van Dyke  
Notary Public in and for said County.

(ACKNOWLEDGMENT, INDIVIDUAL)  
Klipto, Mason City, Iowa

For The Legal Effect of The Use  
of This Form, Consult Your Lawyer

STATE OF Iowa Dickinson COUNTY, ss.

On the 12<sup>th</sup> day of October, A.D., 1972, before me, the undersigned Notary Public in and for said County, in said State, personally appeared Chris Christopoulos  
and Georgia Christopoulos

to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Barrett J. Van Dyke  
Notary Public in and for said County.

(ACKNOWLEDGMENT, INDIVIDUAL)  
Klipto, Mason City, Iowa

For The Legal Effect of The Use  
of This Form, Consult Your Lawyer

STATE OF Iowa Dickinson COUNTY, ss.

On the 13<sup>th</sup> day of October, A.D., 1972, before me, the undersigned Notary Public in and for said County, in said State, personally appeared David M. Baker  
and Susan Baker

to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Barrett J. Van Dyke  
Notary Public in and for said County.

(ACKNOWLEDGMENT, INDIVIDUAL)  
Klipto, Mason City, Iowa

For The Legal Effect of The Use  
of This Form, Consult Your Lawyer

STATE OF Iowa, Rockness COUNTY, ss.

On the 14<sup>th</sup> day of October, A.D., 1972, before me, the undersigned Notary Public in and for said County, in said State, personally appeared Wynne B. Hibbs and Ruth E. Hibbs

to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Territt J. Van Dyke  
Notary Public in and for said County.



(ACKNOWLEDGMENT, INDIVIDUAL)  
Klipto, Mason City, Iowa

For The Legal Effect of The Use  
of This Form, Consult Your Lawyer

STATE OF Iowa, Jayette COUNTY, ss.

On the 30<sup>th</sup> day of Oct, A.D., 1972, before me, the undersigned Notary Public in and for said County, in said State, personally appeared Paul Buckley and Marilyn Buckley

to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Rachel Sabie  
Notary Public in and for said County.

(ACKNOWLEDGMENT, INDIVIDUAL)  
Klipto, Mason City, Iowa

For The Legal Effect of The Use  
of This Form, Consult Your Lawyer

STATE OF Iowa, Brewer Vista COUNTY, ss.

On the 2nd day of November, A.D., 1972, before me, the undersigned Notary Public in and for said County, in said State, personally appeared W. B. BAUER and Pat Bauer

to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Lois A. Helmer  
Notary Public in and for said County.



(ACKNOWLEDGMENT, CORPORATE)  
Klipto, Mason City, Iowa

Klipto 82  
For The Legal Effect of The Use  
of This Form, Consult Your Lawyer

STATE OF Iowa Dickinson COUNTY, ss.

On this 3rd day of October, A.D., 1972, before me, the undersigned a Notary Public in and for said County, in said State, personally appeared R. W. Dillon and Helen A. Dillon, to me personally known, who, being by me duly sworn, each for himself, did say that they are the President and Secretary respectively, of said corporation executing the within and foregoing instrument to which this is attached; that (no seal has been procured by the said) corporation; that said instrument was signed ~~(the seal is filed for record in the book of said)~~ on behalf of said corporation by authority of its Board of Directors; and that the said President and Secretary acknowledged the execution of said instrument to be their voluntary act and deed as such officers of said corporation, by it and by them voluntarily executed.

Jack H. Bedell  
Jack H. Bedell Notary Public in and for said County.

(ACKNOWLEDGMENT, INDIVIDUAL)  
Klipto, Mason City, Iowa

Klipto 81  
For The Legal Effect of The Use  
of This Form, Consult Your Lawyer

STATE OF Iowa Dickinson COUNTY, ss.

On the 3rd day of October, A.D., 1972, before me, the undersigned Notary Public in and for said County, in said State, personally appeared George J. Alliband and Gladys J. Alliband

to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Garrett J. Van Dyke  
Notary Public in and for said County.

(ACKNOWLEDGMENT, INDIVIDUAL)  
Klipto, Mason City, Iowa

Klipto 81  
For The Legal Effect of The Use  
of This Form, Consult Your Lawyer

STATE OF Iowa Dickinson COUNTY, ss.

On the 3rd day of October, A.D., 1972, before me, the undersigned Notary Public in and for said County, in said State, personally appeared R. A. Brothe and Marvella M. Brothe

to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Garrett J. Van Dyke  
Notary Public in and for said County.