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DECLARATION OF ESTABLISHMENT
OF

JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 111.00

A HORIZONTAL PROPERTY REGIME (CONDOMINIUM)
TO BE KNOWN AS
COURTYARD ESTATES

The undersigned, Runkle Realty, Inc., an Iowa Corporation, being the sole owner of the real property hereinafter described, hereby submits said property to a Horizontal Property Regime pursuant to the provisions of Chapter 499B, Code of Iowa (1993). In compliance with Sections 499B.3 and 499B.4, Code of Iowa (1993), the following declarations are made:

1. The description of the land submitted to this Horizontal Property Regime is as follows:

Lot Three (3), Plat of Bedell's First Addition, City of Spirit Lake, Dickinson County, Iowa.

2. This Declaration consists of four buildings containing a total of seventeen apartment units in three buildings, and one community building. The western most building contains six two bedroom units and one one bedroom unit; the northern most building contains one one bedroom unit, one two bedroom unit and one two bedroom unit with basement; the eastern most building contains six two bedroom units and one one bedroom unit; and the southern most building is the community building. All buildings and units are one story with no basement except for Unit No. 10, which has a basement. The principal materials of which the units and buildings are constructed is as follows: foundation: reinforced concrete; floors: reinforced concrete; walls: wood frame construction with vinyl siding; and roofing: wood frame construction with asphalt

3. The units included in the Declaration of Horizontal Property Regime are numbered one through twelve and fourteen through eighteen with unit No. 1 being the southwestern most unit which is a one bedroom unit. Unit No. 2 is a two bedroom unit located adjacent to and immediately North of Unit No. 1 with Unit Nos. 3 through 18 being the consecutively numbered units (excepting the absence of No. 13) proceeding clockwise from Unit Nos. 1 and 2. The community building is unnumbered. The approximate area of the units, the number of rooms contained in the units, and the common area to which each unit has immediate access is shown on the drawings attached hereto, which by this reference are incorporated herein.

4. Ownership of each unit includes ownership of an undivided one-seventeenth (1/17) interest in all general common elements and facilities described herein. The general common elements and facilities shall be owned by the individual unit owners as tenants in common and shall consist of the land on which the buildings are erected; the foundation of the buildings; floors, exterior walls, and roofs of each unit and of the buildings (except the interior surfaces and except the partition walls within each individual unit); the driveway; parking lot; sidewalks and walkways; the lawn, landscaping, shrubbery and general improvements to the grounds; outside electric lighting; wires, conduit and other public utility lines; electrical wiring; plumbing except fixtures; mechanical systems; natural gas, sanitary sewer, water and other service lines; and all other devices or installations existing for common use and defined as general common elements by Section 499B.2(5), Code of Iowa (1993).

The general common elements and facilities shall not include, and the owners of each unit shall be deemed to individually own, the cupboards; counters; plumbing fixtures; walls or partitions located within the individual unit; floor, wall and ceiling coverings, including all material outside of the stud walls

equipment, appliances and other equipment contained within or connected to each individual unit for the unit's exclusive use.

In the event wires, pipes, HVAC systems, or other services run through one unit for the service of another unit, an easement for maintenance, repair or replacement together with the right of ingress and egress thereto shall exist. In the event it is necessary to access utilities or services in or through a unit other than the unit being served by such utilities or services, the interior surfaces as well as the general common elements and facilities shall be restored to their original condition at the expense of the unit owner for whom such service work was performed.

5. There shall be no limited common elements and facilities.

6. The fractional interest which each unit bears to the entire Horizontal Property Regime is one-seventeenth (1/17). Voting rights regarding administration of the Horizontal Property Regime and payment of expenses relating to the general common elements and facilities shall be shared equally by each unit.

7. In the event of damage or destruction of all or a part of the property, a two-thirds (2/3) or greater vote shall be required by the unit owners to determine whether to rebuild, repair, restore or sell the property. Each unit shall be entitled to one vote with the vote of any unsold unit to be cast by the original owners of the property whose names are subscribed hereto or their successors in interest. The vote of any unit owned by the Courtyard Estates Owners' Association shall be cast by the President of the Association as directed by a majority of the Courtyard Estates Owners' Association members voting at a properly called and constituted meeting of the Association.

The Courtyard Estates Owners' Association shall by a majority vote determine an appropriate amount of casualty and liability insurance coverage for the buildings, grounds, general common elements and facilities. Any policy purchased by the Owners' Association shall provide casualty coverage for the entire

systems within the walls and permanent appliances. Roof and wall coverage shall cover to the sheetrock or other under-layment or surface but shall not include the sheetrock or other under-layment or surface. Coverage shall be replacement value for like kind construction of existing structure. The cost of such casualty and liability coverage for the general common elements and facilities shall be shared equally by each unit. Each unit shall be individually responsible for such casualty and liability insurance as they deem appropriate for the owner's individual unit. The personal property of the unit owners, including the sheetrock or other under-layment, the inner decorated and/or finished surfaces of the walls, floors and ceilings and any appliances such as water heaters, air conditioners, stoves, refrigerators and the like as well as kitchen and bathroom fixtures, will not be covered by the Owners' Association policy.

8. a. The administration of the Horizontal Property Regime shall be governed by the Executive Board and by the Courtyard Estates Owners' Association in accordance with the By-Laws, a copy of which is attached hereto in compliance with Section 499B.14, Code of Iowa (1993). Such administration includes the authority to make annual and special assessments for the care and maintenance of the Horizontal Property Regime and the failure by any unit owner to pay a properly levied annual or special assessment shall result in and constitute a lien on the respective unit to the extent of such unpaid assessment. A lien for unpaid assessments may be perfected by one officer of the Association filing a written notice thereof with the Dickinson County Recorder. A lien for unpaid assessments may be foreclosed by suit by the Association or its representatives in like manner as a real property mortgage, provided that thirty (30) days written notice of the intent to foreclose shall be mailed, postage prepaid, to the owner at the address shown by the records of the Courtyard Estates Owners' Association, which shall be the address of the unit unless the owner notifies the Courtyard

from proceeding with an action for recovery of a money judgment for the amount of any unpaid assessments, which action shall be maintainable without foreclosing or waiving the lien for unpaid assessments.

b. No owner may be exempted from liability for annual or special assessments by waiver of the use or enjoyment of the general common elements and facilities or by abandonment of the unit.

c. No owner shall make any alteration or improvement to any of the general common elements and facilities or remove any portion thereof without the prior consent of the Owners' Association.

d. Each owner shall pay the separately metered utility expenses to maintain a minimum year round temperature of fifty degrees Fahrenheit (50°F) within the owner's unit and each owner shall be liable to every other owner for any damage to the other owner's unit caused by the failure to maintain a sufficient minimum year round temperature (deemed to be 50°F). In the event any unit is going to be left vacant for a period of more than seven (7) days, the owner thereof shall cause the water in that unit to be shut off.

e. Each owner shall be liable to the Owners' Association and the other owners for the expense of any maintenance, repair or replacement rendered necessary by the negligence of an owner, the owner's family, guests, employees, agents or lessees, which liability shall include any increase in insurance rates resulting therefrom.

f. 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 for a minimum period of not less than ninety (90) days. All leases shall be in writing with a copy thereof provided to the Owners' Association prior to the date of possession. No lease shall relieve the owner of the unit from liabilities and responsibilities to the Owners' Association and

other owners as set forth in this Declaration or imposed under the laws of the State of Iowa.

g. No unit may be sold without also conveying the owner's undivided interest in the general common elements and facilities. Conversely, no conveyance of the interest in the general common elements and facilities shall be made without a conveyance to the same party of a corresponding unit.

h. The Courtyard Estates Owners' Association shall have the right of first refusal to purchase any unit to be transferred or conveyed by the unit owner(s) regardless of whether such conveyance is voluntary or involuntary. Prior to an owner conveying a premises, such owner shall inform the Courtyard Estates Owners' Association in writing of the intent to convey and the amount of monetary consideration to be paid. The Owners' Association shall then have twenty (20) days to determine whether or not to purchase the unit upon the same terms and conditions. In the event the Owners' Association elects to purchase the unit, this right of first refusal may be exercised by notifying the seller in writing of the Owners' Association's decision by mailing said notice postmarked within said twenty (20) day period to the seller at the seller's address as shown in the records of the Owners' Association. In the event the Owners' Association elects not to purchase the unit or fails to act within said twenty (20) day period, the secretary of the Owners' Association is authorized to issue to the seller a written consent to sell the unit to a third party.

i. No owner shall convey, mortgage or lease any unit unless all common charges assessed against the unit have been paid.

j. No owner shall construct, alter or remove any structure located on or that is a part of the general common elements and facilities without prior approval of the Owners' Association.

k. No noise or other activity shall be allowed which

structures of any kind may be erected by any owner in any common area or facility without prior approval of the Owners' Association.

1. No boats, trailers, recreational vehicles, motor homes, campers, motorcycles, all terrain vehicles, snowmobiles, golf carts or bicycles may be parked on the premises or located on any of the general common elements or facilities. The designated parking area is for passenger vehicles or passenger pickup trucks only and no other vehicles or trailers shall be allowed in the parking area other than for a very limited, temporary period of time for the purposes of loading or unloading. The parking of any prohibited vehicle or trailer on the premises or in the parking area for a period of more than two (2) hours shall be deemed to be a violation of this protective covenant and the president of the Owners' Association is authorized to have such vehicle or trailer removed from the premises or parking area at the owner's expense. In special circumstances, the president may give approval to allow parking of a camper, travel trailer or recreational vehicle in the parking area for a period not to exceed forty-eight (48) hours.

m. No household pets over twenty (20) pounds in weight or other animals of any kind over twenty (20) pounds in weight shall be allowed in the units or on the premises.

n. No signs, billboards, posters or the like shall be allowed on the premises other than such as may be contained wholly within an owner's unit.

o. The Owners' Association by majority vote at a duly called meeting may: regulate or assign designated parking spaces; approve appropriate landscaping for the premises, including plants, flowers and shrubbery; approve, regulate or restrict gardening or garden plants on the premises; and adopt, amend and enforce other reasonable restrictions and regulations related to the use and enjoyment of the premises.

p. Notwithstanding any other provision in this Declaration or in the By-Laws, the developers are irrevocably

to maintain signs, employees, equipment and materials on the premises. Additionally, the developers are irrevocably empowered to approve or disapprove the initial installation of all cupboards, counters, plumbing fixtures, fireplaces, walls, wall coverings, ceilings, ceiling coverings, and floor coverings. These rights shall continue until all seventeen units have been sold.

q. Every director and officer of the Owners' Association shall be indemnified by the Association for all expenses and liabilities, including legal fees reasonably incurred by or imposed upon them, in connection with any proceeding to which they may be a party by reason of their being or having been a director or officer of the Owner's Association, except in such cases where the director or officer is adjudicated guilty of willful misfeasance or malfeasance in the performance of their duties. In the event of a settlement, this indemnification shall apply only when the Board of Directors approve such settlement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not limit any rights the officers or directors may have under Iowa law.

r. The invalidation of any provision of this Declaration shall not affect the enforceability of any and all remaining provisions.

9. This Declaration may be amended in either of the following manners:

a. By written amendment signed by all owners, acknowledged and filed with the Dickinson County Recorder; or

b. By approval of an amendment by not less than a two-thirds (2/3) majority of the owners present at a meeting called for the purpose of discussing such amendment. Notice of such meeting shall designate the time and place for the meeting together with a general description of the proposed amendment with the notice to be given not less than thirty (30) nor more sixty (60) days from the date of the meeting. At such meeting the written proxy of an owner

In witness whereof, the undersigned, have executed this Declaration this 9th day of December, 1994.

RUNKLE REALTY, INC.

[Signature]
Ralph Runkle, President

Clay
STATE OF IOWA, DICKINSON COUNTY, ss:

On this 9th day of December, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ralph Runkle, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

 MARTY KLUENDER
My Commission Expires
5-24-96

[Signature]
Notary Public



BOATMEN'S NATIONAL BANK OF NORTHWEST IOWA

By: [Signature]

By: Thomas Maertens

Clay
STATE OF IOWA, DICKINSON COUNTY, ss:

On this 9th day of December, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steve Orill and Thomas Maertens, to me personally known, who, being by me duly sworn, did say that they are the President and Vice President, respectively, of said corporation executing the within and foregoing instrument; that ~~(no seal has been procured by the said)~~ (the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said President and Vice President as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

 MARTY KLUENDER
My Commission Expires
5-24-96

[Signature]
Notary Public

COURTYARD ESTATES**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 Courtyard Estates, shall be governed by the following By-Laws which are annexed to the Declaration and made a part thereof.

1. The administration of the Horizontal Property Regime shall be in charge of an Executive Board of administration consisting of the president, vice president, secretary and treasurer of the council of co-owners also known as the Courtyard Estates Owners' Association. The officers comprising the Executive Board shall be elected and may be removed as set forth in these By-Laws and they shall receive such compensation as may be fixed from time to time by the Owners' Association as set forth in these By-Laws.

2. The counsel of co-owners to be known as the Courtyard Estates Owners' Association shall be governed as follows:

A. Meetings of the Association shall be held in the community building or such other suitable place convenient to the owners as may be designated by the president. The president shall preside over the meeting and the secretary shall keep the minute book wherein all resolutions and other business conducted shall be recorded. In the absence of the president, the meeting may be conducted by the vice president. In the absence of both the president and vice president, the meeting may be conducted by the treasurer. In the absence of the secretary, the presiding officer shall appoint a secretary pro tem. No notice need be given of the Owners' Association's annual meeting unless a special assessment or amendment to the Declaration or By-Laws is to be discussed and voted upon.

B. The annual meetings of the Association shall be held

the president and shall be called by the president upon written request signed by the owners of at least nine of the seventeen units. Notice of such special meeting shall be given to all owners by ordinary mail addressed to their last known address as shown in the records of the Association not less than ten (10) nor more than thirty (30) days prior to the date set for such meeting. The notice thereof shall state the time, place and purpose of such meeting. No business may be conducted at such meeting other than as stated in the written notice unless all owners are personally in attendance and consent to such other business being conducted. Following proper request, should the president fail or be unable to call a special meeting, the vice president, secretary or treasurer shall call the meeting.

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

E. A quorum at Association meetings shall consist of the owners of at least nine of the seventeen units. 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 is required by the Declaration or these By-Laws. Written proxies designating an owner's vote on a matter or granting another owner authority to vote the absent owner's ballot on any issue is allowed and such owner's proxy shall be counted in determining a quorum of the meeting. Each unit shall be entitled to one vote on any issue properly before a meeting with the vote to be cast by an owner of the unit as shown on a duly recorded deed to the unit. In the event of disagreement between co-owners of a unit regarding any vote, the owner whose name appears first on the deed who is present either in person or by proxy shall be entitled to cast the vote.

F. Votes may be cast in person or by proxy. Proxies must be in writing and filed with secretary before the time of the meeting. All votes cast shall be either yay, nay or abstention.

person or by proxy, may adjourn the meeting until such time as a quorum is present.

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

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

I. All meetings shall be conducted in accordance with Roberts Rules of Order.

3. The president, vice president, secretary and treasurer comprising the Executive Board shall be elected by a majority vote each year at the annual meeting and shall serve until their successors are duly elected. There shall be no term limitation on any office.

The powers and duties of the Executive Board shall include all the powers and duties existing under Chapter 499B, Code of Iowa (1993), the Declaration and these By-Laws. The powers and duties shall include the following:

A. To recommend budgets and collect assessments against members to pay the costs and expenses of the Horizontal Property Regime.

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

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

the building and other improvements. Any policy purchased by the Association shall provide coverage as provided in the Declaration.

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

F. To make and amend reasonable regulations, standards and rules of conduct regarding the use and occupancy of the property.

G. To enforce by legal means, if necessary, the provisions of law, the Declaration, these By-Laws and all regulations, standards and rules of conduct properly adopted.

H. To contract for the management of the property and to delegate to a manager such powers and duties of the Board as it may deem appropriate and to terminate such management. The Board shall also have the power to employ attorneys, accountants and such other professional persons as may be necessary to assist in management.

I. To designate and remove personnel necessary for the maintenance, repair, replacement and operation of the common areas and facilities.

J. All actions of the Executive Board shall be with the consent and approval of at least three of the four Executive Board members and all actions of the Executive Board shall be subject to review and modification or cancellation by a majority vote of any duly called annual or special meeting of the Owners' Association.

K. All officers shall be owners, spouses of owners or agents of corporate or fiduciary owners.

L. Compensation of all officers, if any, shall be fixed by the Owners' Association at any duly called annual or special meeting.

M. The annual meeting of the Executive Board shall immediately follow the annual meeting of the Owners' Association each year at which meeting the Board shall determine what time, if any, and place, shall be established for periodic Board meetings.

meeting to be given to all other officers stating the time, place and purpose thereof. Such notice shall be mailed by ordinary mail to each Executive Board member at their last known as shown in the records of the Owners' Association at least ten (10) days but not more than thirty (30) days prior to such meeting.

O. A quorum of the Board shall be at least three of the Board members and proxies shall not be allowed. All matters properly before the meeting shall be approved by a majority of those present and in the event a majority decision cannot be reached or a tie vote results on any issue, the issue shall fail. Any issue which fails as a result of a tie shall not be recast in the negative.

P. Business and resolutions of the Executive Board may be conducted and put into effect without a formal meeting of the Board provided the full particulars of the item are reduced to writing and signed by all Board members. Minutes of all Executive Board meetings shall be kept by the secretary and written actions taken by the Board in lieu of a formal meeting shall be filed with the secretary who shall keep the minutes separate from the minutes of the Owners' Association. The minutes of the Executive Board shall be made available for inspection and copying to any owner.

Q. If desired by the Association or the Board, a blanket fidelity bond may be secured to cover any person who may handle Association funds. The premium of such bond shall be paid from Association funds.

R. The president may approve expenditures up to \$250.00 with any expenditures greater than \$250.00 and less than \$500.00 to be approved by the Executive Board. All expenditures over \$500.00 shall be approved by the Owners' Association. Approval by a majority of the Executive Board of payment vouchers between \$250.00 and \$500.00 shall be noted in the minutes of the Board. Approval by a majority of the Owners' Association of payment vouchers in excess of \$500.00 shall be noted in the minutes of the Owners'

same time.

T. The individual duties and responsibilities of the officers shall be as follows:

i. The president shall be the chief Executive officer of the Board and Association. The president shall preside over all meetings of the Board and the Association, and subject to the provision of these By-Laws and the Declaration, the president shall be authorized to sign all documents on behalf of the Board or Association.

ii. The vice president shall, in the absence of the president, perform all duties of the president. The vice president shall also perform such other duties and provide assistance to the president as may be imposed by the Association, Board or president.

iii. The secretary shall keep the minute book wherein resolutions and other business of the Association and Board shall be recorded, and the secretary shall be responsible for giving notice to members of the Owners' Association or Board of all meetings or other matters as may be required by law, the Declaration, By-Laws, direction of the Owners' Association or Board.

iv. The treasurer shall keep the books of account of the Owners' Association and Board and shall keep the checkbook of the Association and any other books of deposit. The treasurer shall keep full and accurate accounts of all receipts and disbursements of the Association and in general, shall keep the books of the Association in accordance with good accounting practices and perform all other duties incident to the office of treasurer. The treasurer, may, with approval of a majority of the Executive Board, hire a bookkeeper or accountant to assist in performing the duties of the office of treasurer.

4. The Executive Board shall oversee the fiscal management of the property.

1st through May 31st of each year. The annual budget shall include the following accounts:

i. Current Expenses Account. The current expenses account 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. This account shall be the general account used for day to day management of the property. Any balance remaining in this account at the end of each year may be applied to reduce the assessment for this account for the succeeding year.

ii. Reserve Maintenance Account. The reserve maintenance account shall include funds for maintenance items which occur less frequently than annually and funds for replacement or repair of items required because of damage, depreciation or obsolescence.

iii. Funds from the current expenses account shall not be used to cover any short fall in the reserve maintenance account. The reserve maintenance account shall be funded through special assessments as provided in these By-Laws.

B. Each unit shall contribute one-seventeenth (1/17) of the annual assessment used to fund the current expenses account. The annual assessment shall be determined by the Executive Board preparing a budget for the current expenses account, which budget shall be prepared and a copy mailed to each owner at least ten (10) days before the annual meeting of the Owners' Association. At the annual meeting of the Owners' Association, the treasurer shall present the proposed budget for the current expenses account during the officers' report portion of the meeting for the consideration and approval of the Owners' Association. A majority vote of those present either in person or by proxy shall be required to approve the budget and assessment. In the event no budget is approved and no annual assessment made, the assessment from the prior management year shall continue at the same amount. The annual assessment

assessment is unpaid as provided for in Section 499B.17, Code of Iowa (1993). Annual assessments and/or special assessments remaining unpaid more than ten (10) days after they are due shall carry interest at the rate of ten (10) percent per annum. The Executive Board, acting through the president, shall be responsible for collecting all unpaid assessments, which may be collected by foreclosure or suit for money judgment as provided for in Section 499B.17, Code of Iowa (1993).

D. Special assessments for non-emergency items in the reserve maintenance account shall require the affirmative vote of at least twelve (12) of the unit owners. Special assessments for non-emergency items or special assessments to replenish the current expenses account shall require the affirmative vote of at least twelve (12) of the unit owners. Such vote shall be taken only after notice in the manner required for special meetings has been given to all owners setting forth the date, time and place of the meeting to discuss special assessment; the amount of the special assessment; and the manner in which the special assessment will be collected. Nothing in this paragraph shall prohibit the Executive Board from proposing and submitting a special assessment for approval at the annual meeting of the Owners' Association.

E. Special assessments as the result of an emergency shall be made only after notice thereof and the need therefore has been given to all owners in the same manner as notice for special assessments of a non-emergency nature. Approval of an emergency special assessment shall require the affirmative vote of nine (9) of the owners and shall become due within thirty (30) days of the approval.

F. An accounting shall be made of all Association accounts at least annually at the annual meeting of the Owners' Association. A majority of the owners or a majority of the Executive Board may require an audit of the accounts by an independent party with the cost of such audit to be paid from the

forth in writing and duly recorded. The By-Laws may be amended by the Association at a duly called meeting for such purpose. No amendment shall take effect unless approved by the owners of at least twelve-seventeenths (12/17) of the units.

IN WITNESS WHEREOF, the undersigned have executed these By-Laws this 9th day of December, 1994.

RUNKLE REALTY, INC.

[Signature]
Ralph Runkle, President

STATE OF IOWA, ^{clay} DICKINSON COUNTY, ss:

On this 9th day of December, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ralph Runkle, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



[Signature]
Notary Public

Approved: 

BOATMEN'S NATIONAL BANK OF NORTHWEST IOWA

By: [Signature]

By: Thomas Maertens

STATE OF IOWA, ^{clay} DICKINSON COUNTY, ss:

On this 9th day of December, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steve Grell and Thomas Maertens, to me personally known, who, being by me duly sworn, did say that they are the President and Vice President respectively, of said corporation executing the within and foregoing instrument; that ~~(no seal has been procured by the said)~~ (the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said President and Vice President as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



[Signature]
Notary Public

David C. Larson, PO Box 246, Spirit Lake, IA 51360, (712)336-4210

**FIRST AMENDMENT TO DECLARATION OF ESTABLISHMENT
OF A HORIZONTAL PROPERTY REGIME (CONDOMINIUM) TO BE
KNOWN AS COURTYARD ESTATES**

The undersigned, being the titleholders to all of the units in Courtyard Estates Condominium in conformance with Section 499B.4(9), Code of Iowa, and paragraph 9 of the original Declaration herein, hereby amend the original Declaration filed on December 12, 1994 and recorded in Misc. Record Book 7, page 837, Office of the Dickinson County Recorder as follows:

1. **Elimination of Community Building.** The community building referred to in the original Declaration, drawings and By-Laws is not going to be built, and accordingly, all references to the community building contained in paragraphs 2 and 3 of the Declaration; contained in the drawings; and contained in paragraph 2.A of the By-Laws, as well as all other provisions within the original Declaration, drawings and By-Laws that may relate or refer to the community building are hereby deleted.

2. **Elimination of Security Gates.** The electronic security gates shown on the original drawings are not going to be installed and therefore all references to electronic security gates contained in the original drawings, Declaration or By-Laws is hereby deleted.

3. **Additional Unit.** An additional two bedroom unit is included in the Declaration of Horizontal Property Regime with said two bedroom unit being located on the south end of the Horizontal Property Regime in the same location as the community building shown in the original Declaration. This additional two bedroom unit shall have the same dimensions and floor plan as all other two bedroom units without basements.

4. **Reduction and Renumbering of Units.** The number of units in this Declaration of Horizontal Property Regime have been reduced from seventeen to sixteen. The units included in the Declaration of Horizontal Property Regime are now numbered 1 through 12 and 14 through 17. Unit 1 is located in the southern most building of the Horizontal Property Regime; Units 2 through 7 are located in the western most building of the Horizontal Property Regime with Unit 2 being the southern most unit in said building. Units 8, 9 and 10 are located in the northern most building of the Horizontal Property Regime with Unit 8 being the western most unit in said building. Units 11, 12 and 14 through 17 are located in the eastern most building of the Horizontal Property Regime with Unit 11 being the northern most unit in said building. All units are two bedroom units except units 4, 9 and 15, which are one bedroom units.

5. **Basements and Crawl Spaces.** The following units have full basements: 4, 8, 9 and 10. The following units have concrete block crawl spaces: 1, 2, 3, 5, 6 and 7. The following units have wood construction crawl spaces: 11, 12, 16 and 17. The following units are slab on grade: 14 and 15.

6. **Relocation of Western Most Building.** The western most building consisting of units 2 through 7 has been relocated eastward approximately ten feet.

7. **Undivided Interest in Common Elements and Facilities.**

By-laws is amended to be a one-sixteenth interest.

Attached hereto is an amended Development Site Plan showing the foregoing changes.

The undersigned, Runkle Realty, Inc., is the owner of Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 16 and 17 (renumbered). The undersigned, Raymond H. Heetland, Sr., and Florence M. Heetland, husband and wife, are the owners of Unit 10 (original numbering system and as renumbered). There is no Unit 13.

RUNKLE REALTY, INC.

Dated: 6-18-96

By: [Signature]
Ralph Runkle, President

Dated: 6-19-96

[Signature]
Raymond H. Heetland, Sr.

Dated: 6-19-96

[Signature]
Florence M. Heetland

STATE OF Iowa, Dickinson COUNTY, ss:

On this 18th day of June, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ralph Runkle, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument; that (no seal has been procured by the said) ~~(the seal affixed thereto is the seal of said)~~ corporation; that said instrument was signed ~~(and sealed)~~ on behalf of said corporation by authority of its Board of Directors; and that the said Ralph Runkle as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



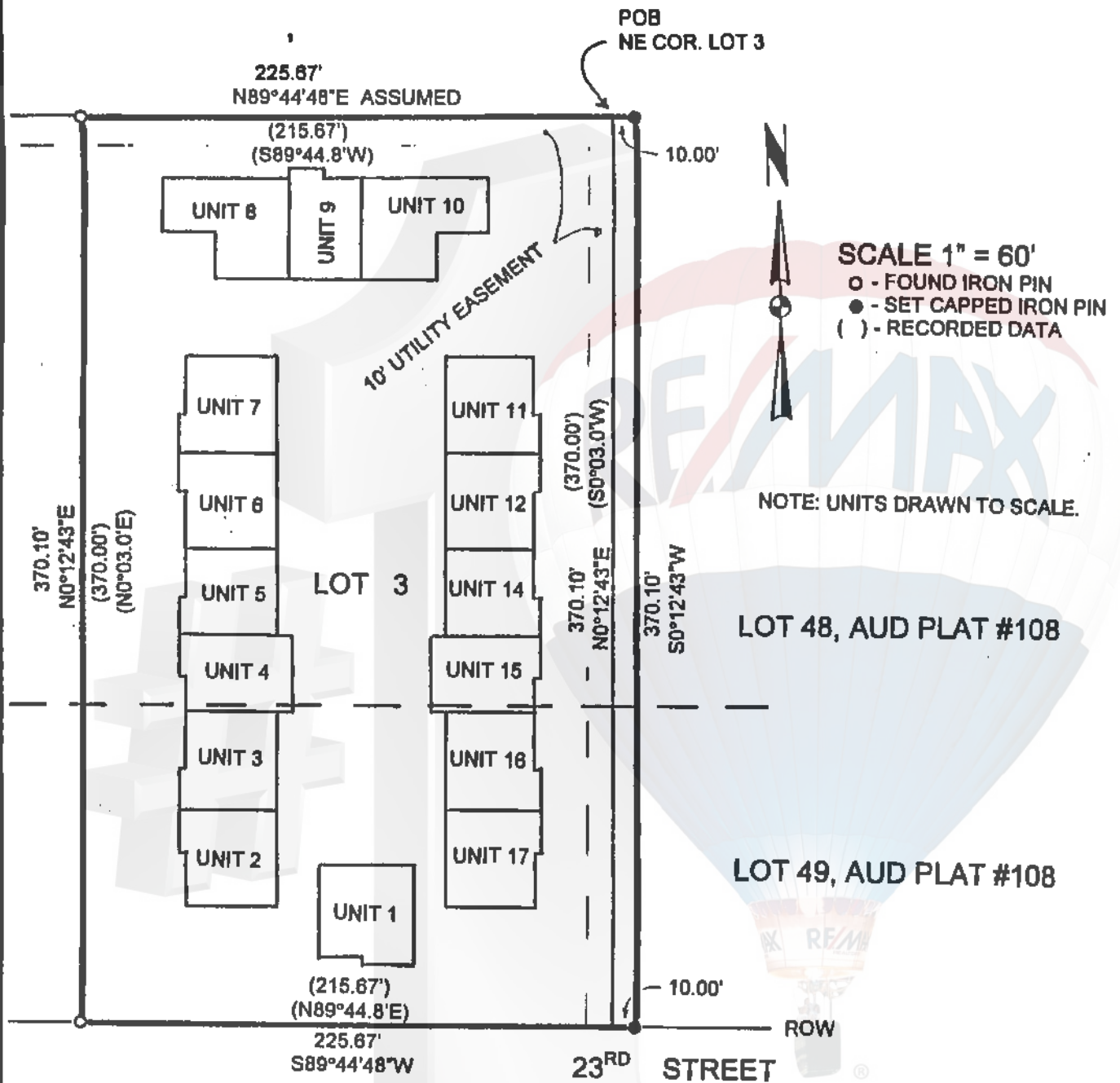
Kathy McNeill
Notary Public

STATE OF Iowa, Dickinson COUNTY, ss:

On this 19 day of June, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Raymond H. Heetland, Sr., and Florence M. Heetland, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]
Notary Public





Plat of survey of Lot 3, Bedell's 1st Addition, City of Spirit Lake, Dickinson County, Iowa, AND that part of Lots 48 & 49 of Auditor's Plat No. 108, City of Spirit Lake, Dickinson County, Iowa described as follows: Commencing at the NE corner of said Lot 3, Bedell's 1st Addition, said corner also being the point of beginning, thence North 89°44'48" East 10.00 feet along an extension of the North line of said Lot 3, thence South 0°12'43" West 370.10 feet, thence South 89°44'48" West 10.00 feet along the North R.O.W. line of 23rd Street, thence North 0°12'43" East 370.10 feet along the East line of said Lot 3 to the point of beginning. Said parcel contains approximately 3,701.00 square feet and is subject to R.O.W.s and existing easements. The North line of said lot 3 is assumed to bear North 89°44'48" East.



JOB NO.:
96-0170

DRAWN BY:
MP

DATE:
6-18-96

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of

Handwritten initials

**SECOND AMENDMENT TO DECLARATION OF ESTABLISHMENT
OF A HORIZONTAL PROPERTY REGIME (CONDOMINIUM) TO BE
KNOWN AS COURTYARD ESTATES**

The undersigned, being the titleholders to all of the units in Courtyard Estates Condominium in conformance with Section 499B.4(9), Code of Iowa, and paragraph 9 of the original Declaration herein, hereby amend the original Declaration filed on December 12, 1994 and recorded in Misc. Record Book 7, page 837, Office of the Dickinson County Recorder as follows:

1. **Addition of Real Estate.** The description of the land submitted to the Horizontal Property Regime is amended to add the following described real estate:

Part of Lots Forty-eight (48) and Forty-nine (49) of Auditor's Plat No. One Hundred Eight (108), City of Spirit Lake, Dickinson County, Iowa, described as follows: The East 10.00 feet of the West 625.67 feet of Lot 48 and the East 10.00 feet of the West 625.67 feet of the South 243.00 feet of Lot 49, all in Auditor's Plat No. 108, City of Spirit Lake, Dickinson County, Iowa.

Said additional real estate is shown on the amended development site plan attached to the First Amendment to Declaration of Establishment of a Horizontal Property Regime (Condominium) to be Known as Courtyard Estates filed June 19, 1996 in Misc. Record Book 9, Page 279, Office of the Dickinson County Recorder. Note: Due to a scrivener's error Lot 48 and Lot 49 of said Auditor's Plat No. 108 are reversed on the amended development site plan. Said Lot 48 is in fact and should be shown as being South of said Lot 49.

The undersigned, Runkle Realty, Inc., is the owner of Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 16 and 17. The undersigned, Raymond H. Heetland, Sr., and Florence M. Heetland, husband and wife, are the owners of Unit 10. The undersigned, Harvey Lindsey and Lillian Lindsey, husband and wife, are the owners of Unit 15. There is no Unit 13.

RUNKLE REALTY, INC.

Dated: 7-24-96

By: *Ralph Runkle*
Ralph Runkle, President

Dated: 7-24-96

Raymond H. Heetland Sr.
Raymond H. Heetland, Sr.

Dated: 7-24-96

Florence M. Heetland
Florence M. Heetland

Dated: 7-24-96

Harvey Lindsey
Harvey Lindsey

Dated: 7-24-96

Lillian Lindsey
Lillian Lindsey

On this 24 day of July, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ralph Runkle, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Ralph Runkle as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



David L. Kuker
Notary Public

STATE OF Iowa, Dickinson COUNTY, ss:

On this 24 day of July, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Raymond H. Heetland, Sr., and Florence M. Heetland, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



David L. Kuker
Notary Public

STATE OF Iowa, Dickinson COUNTY, ss:

On this 24 day of July, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Harvey Lindsey and Lillian Lindsey, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



David L. Kuker
Notary Public

**THIRD AMENDMENT TO DECLARATION OF ESTABLISHMENT
OF A HORIZONTAL PROPERTY REGIME (CONDOMINIUM) TO BE
KNOWN AS COURTYARD ESTATES**

The undersigned, being the titleholders to all of the units in Courtyard Estates Condominium in conformance with Section 499B.4(9), Code of Iowa, and paragraph 9 of the original Declaration, hereby amend the original Declaration filed on December 12, 1994 and recorded in Misc. Record Book 7, page 837, Office of the Dickinson County Recorder:

1. **Additional Unit.** An additional two bedroom unit is included in the Declaration of Horizontal Property Regime with said two bedroom unit being numbered as Unit 18. Said Unit 18 is located on the South end of the Horizontal Property Regime attached to the East side of Unit 1. Unit 18 includes a basement and a two car garage.
2. **Undivided Interest in Common Elements and Facilities.** Ownership of each unit includes ownership of an undivided one-seventeenth (1/17) interest in all general common elements and facilities. Accordingly, all references to an undivided one-sixteenth (1/16) interest contained in the First Amendment to Declaration of Establishment of a Horizontal Property Regime (Condominium) to be known as Courtyard Estates and By-Laws is amended to be a one-seventeenth (1/17) interest.
3. **Unit 1.** Unit 1, as built, includes a basement and a two car garage rather than a concrete block crawl space and a one car garage.
4. **Units 2-7.** Units 2 through 7, inclusive, have not yet been constructed. Each of said units will have a basement rather than a concrete block crawl space as disclosed in the First Amendment to Declaration of Establishment of a Horizontal Property Regime (Condominium) to be known as Courtyard Estates.
5. **Un-constructed Units.** It is anticipated that changes may occur during the construction of un-constructed Units 2 through 7, inclusive. Such changes may include the deletion of the basement, a change in the number of bedrooms contained in the unit, and each unit may have either a one or two car garage. In the event construction changes are made, an amended and restated Declaration will be filed to disclose the final as built specifications.
6. **Drive.** The asphalt drive shown on the development site plan in the Declaration of Establishment of a Horizontal Property Regime (Condominium) to be known as Courtyard Estates will consist of a concrete drive on the East and West sides of the development with a temporary gravel drive across the North side of the development. At such time as the City of Spirit Lake extends 22nd Street across the North side of the development, the temporary gravel drive will be eliminated.

The undersigned, Runkle Realty, Inc., is the owner of Units 1, 2, 3, 4, 5, 6, 7, 9, 11, 12, 14, 16, 17 and 18. The undersigned, Raymond H. Heetland, Sr., and Florence M. Heetland, husband and wife, are the owners of Unit 10. The undersigned, Harvey Lindsey and Lillian Lindsey, husband and wife, are the owners of Unit 15. The undersigned, Robert J. Lemke, a single person, is the owner of Unit 8. There is no Unit 13.

Dated: 5-30-97

Raymond H. Heetland Sr
Raymond H. Heetland, Sr.

Dated: 5-30-97

Florence M. Heetland
Florence M. Heetland

Dated: 5-30-97

Harvey Lindsey
Harvey Lindsey

Dated: 5-30-97

Lillian Lindsey
Lillian Lindsey

Dated: 5/31/97

Robert J. Lemke
Robert J. Lemke

STATE OF IOWA, DICKINSON COUNTY, SS:

On this 30th day of May, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared Ralph Runkle, to me personally known, who, being by me duly sworn, did say that he is the President, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Ralph Runkle as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

[Signature]
Notary Public
12-26-98

STATE OF IOWA, DICKINSON COUNTY, SS:

On this 30th day of May, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond H. Heetland, Sr., and Florence M. Heetland, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]
Notary Public
12-26-98

STATE OF IOWA, DICKINSON COUNTY, SS:

On this 30th day of May, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared Harvey Lindsey and Lillian Lindsey, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]
Notary Public
12-26-98

STATE OF IOWA, DICKINSON COUNTY, SS:

On this 31st day of May, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared