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BY-LAWS OF COUNCIL OF CO-OWNERS
OF TOWNHOUSE CONDOMINIUM
OF WESTSHORE ADDITION

The owners of the condominium apartment building located on Lot 1, Block 1, of Westshore Addition to Orleans, Dickinson County, Iowa, do hereby adopt the following By-laws in accordance with the Iowa Horizontal Property Act, being Chapter 499B of the 1985 Code of Iowa.

ARTICLE I. DEFINITIONS

The following words, when used in these By-laws, or in any supplemental By-laws (unless the context shall prohibit) shall have the following meanings:

1. Apartment building means the three-plex structure consisting of units A-1, A-2 and A-3, and the common garage located on the above described real estate.
2. Co-owner means a person, corporation or other legal entity capable of holding or owning an interest in real property who owns all or an interest in an apartment within the building.
3. Council of Co-Owners means all of the co-owners of the building.
4. Common expenses include those incurred for lawn care, landscaping, dock maintenance, snow removal; insurance premiums on the buildings, common lighting, repair and maintenance expense for the drive easement; repair and maintenance expense for the apartment building.
5. President-Secretary shall be one person whose responsibilities are set out in these By-laws.

ARTICLE II. MEMBERSHIP AND ADMINISTRATION

The co-owners of the apartment units in the apartment building located on the above described property shall constitute the Council of Co-Owners of Townhouse Condominium of Westshore Addition hereinafter referred to as the Council of Co-Owners. The Council of Co-Owners will have the responsibility of administering the property, approving an annual budget, establishing and collecting monthly assessments and arranging for the maintenance of the buildings in accordance with these By-laws, the aforesaid declaration and the laws of the State of Iowa pertaining thereto.

Meetings of the association may be held in any suitable place convenient to the co-owners.

The first annual meeting of the Council of Co-Owners shall be held on the 25th day of August, 1985. Thereafter, annual meetings of the Council of Co-Owners shall be held on the last Saturday of each August in each succeeding year. At such meetings there shall be elected by ballot a President-Secretary. The Council of Co-Owners may also transact such other business of the owners as may properly come before it at such time.

It shall be the duty of the President-Secretary to call a special meeting of the Council of Co-Owners when directed by written petition signed by a majority of the co-owners. 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.

It shall be the duty of the President-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 co-owner of record at least five (5), but not more than ten (10) days prior to such meeting. The presence in person or by proxy of the owners of two apartment units shall constitute a quorum.

If any meeting of Council of Co-Owners cannot 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 (48) hours from the time the original meeting was called.

In addition to the other duties imposed by these By-laws or by resolution of the Council of Co-Owners, the President-Secretary shall be responsible for the following:

- A. Contracting the care, upkeep and maintenance of the apartment building, common areas and facilities, restricted areas and facilities.
- B. Collection of monthly assessments from the owners.
- C. Payment of common expenses.

The President-Secretary of the Council shall be elected for a term of one year. He or she shall preside at all meetings of the Council of Co-Owners and shall have all the general powers and duties which are usually vested in the office of the President, Secretary and Treasurer of a Council of Co-Owners. He shall keep the minutes of all meetings of the Council of Co-Owners and he shall have charge of such books and papers as the Council of Co-Owners may direct and shall in general perform all duties incident to the offices of President-Secretary. The President-Secretary shall also have responsibility for the keeping of full and accurate accounts of all receipts and disbursements in the books of the Council, which books shall be open to all members of the Council at any time.

ARTICLE III. OBLIGATIONS OF CO-OWNERS

All owners are obligated to pay monthly assessments imposed by the Council of Co-Owners to meet all common expenses reaso-

nably appertaining to the apartment building and reasonably appertaining to the promotion of recreation, health, safety and welfare of the apartment co-owners. The owners of each apartment unit shall be responsible for one-third of such expenses.

The common expense assessments, together with the cost of the collection thereof, shall after a due date be charged and made a lien against the apartment of any apartment owner or owners who fail to pay said assessment, and said assessment shall be a continuing lien upon said property. Each said assessment shall also be a personal obligation of each apartment owner who owns said apartment or apartments at the time the assessment fell due. If the assessment is not paid on the due date, the same shall be delinquent, and another apartment owner who is not delinquent or the Council of Co-Owners may bring an action at law against the apartment owner or owners personally obligated to pay the same, or for a period of two years after such delinquency may bring an action in equity to foreclose the lien against the property against which the assessment became effective, and there shall be added to the amount of such assessment, such attorney's fees as the Court may grant as reasonable and proper as well as the costs of such action. No owner may waive or otherwise escape liability for the assessments as provided herein by non-use of the property or abandonment of said property.

A co-owner shall permit other co-owners or their representatives, when so required to enter his or her 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 co-owner or co-owners.

Each co-owner shall conduct him or herself in the use of the his or her apartment unit in such a manner that will not unduly interfere with the use, enjoyment and occupancy of the other apartment units and shall abide by such reasonable regulations as shall be enacted by the Council of Co-Owners concerning the use of the premises.

ARTICLE IV. AMENDMENTS

These By-laws may be amended by the Council of Co-Owners in a duly constituted meeting of the Council of Co-Owners for such purpose, but no amendment shall take effect unless approved by the owners of two of the apartment units herein.


David M. Bartels

Maxine R. Bartels
Maxine R. Bartels



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DECLARATION OF CONDOMINIUM
OF WESTSHORE ADDITION
TO ORLEANS, IOWA

This is a declaration submitting property to a horizontal property regime known as Westshore Addition to Orleans, Iowa, wherein the undersigned owners make the following declarations:

1. It is the desire of the undersigned owners to submit a parcel of real property hereafter described, upon which buildings are located, to the horizontal property regime established by Chapter 499B of the Code of Iowa.

2. The name by which this condominium is to be identified is Townhouse Condominium of Westshore Addition.

3. The land owned by the undersigned which is hereby submitted to this horizontal property regime is described as Lot 1, Block 1, of Westshore Addition to the City of Orleans, Dickinson County, Iowa.

4. There are two buildings which make up Townhouse Condominium of Westshore Addition. One building is a single story, three-car garage without a basement. The other building is a two-story three-plex residential building containing three separate apartment units. Each apartment unit has a basement. Both buildings are constructed principally of wood and brick.

5. Apartment #A-1 occupies the northern third of the three-plex residential building, contains an approximate area of 1999.16 square feet, consists of 9 rooms, and has immediate access to the common drive easement situated on the above described real estate. Apartment #A-1 has immediate access to the one-third portion of the common garage designated as "A-1".

Apartment #A-2 occupies the central third of the three-plex residential building, contains an approximate area of 1999.16 square feet, consists of 8 rooms, and has immediate access to the common drive easement situated on the above described real estate. Apartment #A-2 has immediate access to the one-third portion of the common garage designated as "A-2".

Apartment #A-3 occupies the southern third of the three-plex

residential building, contains an approximate area of 1999.16 square feet, consists of 7 rooms, and has immediate access to the common drive easement situated on the above described real estate. Apartment #A-3 has immediate access to the one-third portion of the common garage designated as "A-3".

6. The general common elements include the land and all other parts of the condominium not within the individual apartments or the portions of the common garage designated for the individual apartments. The general common elements include, but are not limited to, the dock and the common drive easement. All general common elements shall be available for use by all apartment owners without discrimination. Such use shall be without charge except where specifically authorized by this declaration or the by-laws.

7. The limited common elements include those elements which are reserved for the use of certain apartment owners to the exclusion of the other apartment owners. The common garage is a limited common element.

8. The condominium property is declared to contain three residential units. Each apartment unit consists of one-third of the entire horizontal property regime, and each apartment unit shall have a one-third share in the limited and general common elements.

9. The owner of each apartment unit shall automatically, upon becoming such owner, be a member of the horizontal property regime, hereinafter referred to as the "Council of Co-Owners of Townhouse Condominium of Westshore Addition" and shall remain a member of said association until such time as the ownership ceases for any reason, at which time his or her membership in said association shall automatically cease.

10. The owners of each apartment unit herein covenant and agree that the administration of the Council of Co-Owners of Townhouse Condominium of Westshore Addition shall be in accor-

dance with the provisions of this declaration and the by-laws of the Council which are made a part hereof by this reference.

11. This declaration shall not be revoked or any of the provisions herein amended unless all of the owners of the apartment units unanimously agree to such revocations or amendment by duly recorded instruments.

12. The owners of the respective apartments 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. The owners of the respective apartment units shall not be deemed to be the individual owners of the exterior surface of the 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.

13. The owners of each apartment unit shall be responsible for their proportionate share of monthly payment for water, sewer, garbage pickup, electricity used on the premises, and for one-third of the costs of the maintenance of the limited and 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 Council of Co-Owners shall obtain and continue in effect fire insurance and extended coverage upon the apartment building, common garage and other common elements in an amount not less than 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 any such manner as may be specified by the by-laws of the association.

14. In the event that the apartment building shall be damaged by fire, windstorm, or any other casualty, only to the

extent that the repairs can be reasonably effected within thirty (30) days thereafter, then such repairs shall be immediately made by the Council of Co-Owners and the insurance proceeds used in payment thereof, with the excess costs for such repairs, if any, to be paid one-third by the owners of each apartment unit.

15. In the event that the apartment building herein shall be damaged or destroyed to such an extent that the repairs cannot reasonably be effected within thirty (30) days thereafter, then in such event, a special meeting of the Council of Co-Owners shall be called in the manner provided for 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 said apartment building at such meeting, then in such event the Council of Co-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 the insurance proceeds shall be paid forthwith upon the completion of such restoration, one-third by the owner or owners of each apartment unit. In the event that the owners at such meeting shall fail to vote for the restoration of the building by a two-thirds majority, then in such event:

A. The property shall be deemed to be owned in common by the apartment owners with the owners of each apartment owning a one-third interest therein.

B. 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 in the property as provided herein.

C. 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 pro-

ceeds of the insurance upon the property shall be considered as one fund and shall be divided among all the property 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.

16. All provisions of this declaration 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 improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, and shall constitute a covenant running with the land.


David M. Bartels


Maxine R. Bartels

STATE OF IOWA :
 : ss.
DICKINSON COUNTY :

I, David M. Bartels, being first duly sworn on oath, depose and state that I have read the foregoing instrument, know the contents thereof and that I have executed the same as my voluntary act and deed.


David M. Bartels

Subscribed and sworn to before me by the said David M. Bartels, this 18th day of June, 1985.




NOTARY PUBLIC, STATE OF IOWA

STATE OF IOWA :
 : ss.
DICKINSON COUNTY :

I, Maxine R. Bartels, being first duly sworn on oath, depose and state that I have read the foregoing instrument, know the contents thereof and that I have executed the same as my voluntary act and deed.

Maxine R. Bartels
Maxine R. Bartels



Subscribed and sworn to before me by the said Maxine R. Bartels this 18th day of June, 1985.

Michael J. Clough
NOTARY PUBLIC, (STATE OF IOWA)

