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PLAT BOOK 9 PAGE 43
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PROPRIETOR'S CERTIFICATE
EASTWOOD ESTATES

JAMES W. HELLER
REGISTERED SURVEYOR, IOWA
No. 161

KNOW ALL MEN BY THESE PRESENTS:

Iowa Lakes Electric Cooperative has caused the following described property:

A part of the Northeast Quarter of Section One (1), Township Ninety-nine (99) North, Range Thirty-seven (37) West of the 5th P.M., Dickinson County, Iowa, described as follows:

Beginning at a point Four Hundred Eleven (411) Feet West of the Northeast Corner of Section One (1), Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa; thence West Seven Hundred Seventy-Eight and Seven Tenths (778.7) Feet; thence South Nineteen Hundred Twenty-Five and Five Tenths (1925.5) Feet; thence East Seven Hundred Ninety-Nine and Two-Tenths (799.2) Feet; thence North 0°43' West a distance of Nineteen Hundred Twenty-Four and Nine-Tenths (1924.9) Feet to the Point of Beginning except the portions described as follows: Commencing at the Northeast corner of Section 1, Twp. 99 N., Range 37, Dickinson County, Iowa; thence West 406.5 Feet along the North line of said Section 1 to the center line of the public highway; thence South 0°37' East 361.52 Feet along the center line of the public highway to the intersection with the northerly line of the right-of-way of the Chicago, Rock Island & Pacific Railroad; thence North 53°13' West along the northerly right-of-way of the Chicago, Rock Island & Pacific Railroad to the intersection with the north line of said Section 1; thence East 479.8 feet along the northerly line of said Section 1 to the point of beginning.

And except the Parcel described as follows: A Parcel of land located in the NE Fr. ¼ of Sec. 1, T99N, R37W of the 5th P.M., Dickinson County, Iowa lying on both sides of part of the following described center line of the west bound lane of Primary Road No. 9, and on both sides of part of the following described centerline of the side road, as shown on official plans for project FN-9-3-21-30.

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Feb 19, 1990

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P. 1

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The center line of the west bound lane of Primary Road No. 9, designated by station points 100 feet apart numbered consecutively from West to East, said numbers being adjusted at STA. 627+82.8 to equal STA. 628+05.0 is described as follows: Beginning at STA. 631+72.3, a point 850.7 feet South of the NE corner of said Section 1, on the East line thereof, thence N 53°14' W 367.3 feet to STA. 628+05.0, which equals STA. 627+82.8, thence northwesterly 200.0 feet along a spiral curve, concave Southwesterly and tangent to the preceding course, having a long tangent of 133.3 feet, a short tangent of 66.7 feet and a deflection angle of 2°00', to STA. 625+82.8; thence Northwesterly 1634.2 feet along a 2865.0 feet radius curve, concave Southwesterly, to STA. 609.+48.6.

The center line of the side road, designated by station points 100 feet apart numbered consecutively from South to North is described as follows: Commencing at a point 850.7 feet South of the NE corner of said Section 1, on the East line thereof, thence N 53°14' W 522.9 Feet to STA. 8626+47.5, the point of beginning, thence S 0°52' E 547.5 feet to STA. 8621+00.

Said Parcel is described as follows: All that part of a tract of land described as "Beginning at a point 411 feet West of the Northeast corner of Sec. 1, TWP. 99 N., Range 37 West 5th P.M., thence West 778.7 feet; thence South 1925.5 feet; thence East 799.2 feet; thence North 0°43' West a distance of 1924.9 feet to the point of beginning, that is bounded on the Northeast by the present Southwesterly right-of-way line of the Chicago, Rock Island & Pacific Railroad; and on the Southwest by a line beginning at a point 215 feet radially distant Southwesterly from the above described center line of primary road No. 9 on the West line of the above described tract of land, thence to a point 215 feet radially distant Southwesterly from STA. 627+49 (PRI.RD. NO.9), thence to a point normally distant Westerly from STA. 8622+00 (side road) on the present Westerly right-of-way line of the side road, thence to a point normally distant from said STA. 8622+00 (side road), on the East line of the above described tract of land.

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And except the South 208 feet of the East 419 feet of the above described tract

Said Parcel contains 4.3 acres, more or less, exclusive of the present established road.

Note: The East Line of the NE Fr. $\frac{1}{4}$ of said Section 1 is assumed to bear North and South.

being that tract of land shown in the Plat known as Eastwood Estates, which is hereto attached to be surveyed, staked and platted as shown and set forth in and by the attached plat and the certificates by James R. Blum of Jacobson-Westergard & Assoc., Inc., who surveyed, staked and platted the same. This Subdivision, as it appears on the attached, is platted and subdivided with the free consent and in accordance with the desire of the owner and proprietor.

Iowa Lakes Electric Cooperative adopts as part this platting and subdivision the Covenants and Restrictions set forth on Exhibit "A" attached.

IN WITNESS WHEREOF, IOWA LAKES COOPERATIVE, owner[®] and proprietor of the land described in the attached plat, does hereby execute this Proprietor's Certificate. The street identified as Indian Hills Drive and utility easements as shown in the attached Plat are dedicated to public use.

IOWA LAKES ELECTRIC COOPERATIVE

By: L. Kirby Range
L. Kirby Range, President

By: Thomas J. Mortenson
Tom Mortenson, Secretary

STATE OF IOWA :
 : ss.
COUNTY OF CLAY :

On this 23rd day of December, 1997, before, me the undersigned, a Notary Public in and for the said State, personally appeared L. Kirby Range and Tom Mortenson, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument to which this is attached, that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that L. Kirby Range and Tom Mortenson as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Betty L. Jardine
Notary Public in and for the
State of Iowa



RESTRICTIVE COVENANTS:

USE OF LOTS: All lots in the said subdivision shall be residential lots, and shall be solely for residential purposes. No residence shall be constructed without a permanent attached garage also being constructed. On any lot with more than one dwelling unit on it, there shall be at least one garage per dwelling unit. All garages are to be solely for the use of occupants of the dwelling units. For the benefit of the development no buyer may purchase more than two building lots at one time. As construction commences buyer may purchase additional lots to replace those lots on which construction has started. Building setback lines shall be as shown on the attached plat.

Lots One (1) through Nineteen (19) and Lots Thirty-one (31) to Forty-two (42) shall be used for single family residences only. Except for authorized fences, no structures shall be permitted on the westerly 45 feet of Lots Eight (8) through Twenty (20).

EASEMENTS: Easements are dedicated as shown on the attached plat.

STRUCTURE RESTRICTIONS: No building, fence, well, or other structure shall be constructed until the plan and specifications and plot plan, showing the nature, kind, shape, height, materials, floor plan, exterior color scheme, landscaping, and location of such structure and the grading of the lot to be built upon, shall have been submitted to and been approved by the design committee, and a copy thereof, as finally approved, filed permanently with said committee. The committee shall have the right to refuse to approve any such plans or specifications or grading plans, which are not suitable or desirable, in its reasonable opinion for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration, the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the view from the adjacent or

neighboring property. All decisions of the committee shall be final, with the exception of the appeal process, and no lot owner or other parties shall have recourse against the committee for its refusal to approve any such plans and specifications or plot plan. For further information see "Design Committee" attached hereto.

LOT SIZE: No lot may be sub-divided into smaller building lots, however, one additional lot or portion thereof, as approved by the proprietor, may be added to provide larger yards or building sites.

BUILDINGS: No single-family residential dwelling unit shall have floor areas of less than fourteen hundred (1400) square feet on lots adjacent to the golf course, not less than twelve hundred (1200) square feet on lots not adjacent to the golf course. No multi-family units shall be less than nine hundred (900) square feet per unit. All areas shall be determined exclusive of open porches, basement, breezeways, patio areas, or garages. All dwellings or buildings shall be of new masonry, frame, or log, or any other material approved by the design committee.

No accessory building shall be allowed. No permanent dwelling or garage shall be constructed upon any utility or planting easement. Earth sheltered housing shall be prohibited upon lots unless approved by the design committee according to the procedure herein and approval of the design is given by Proprietor.

All construction must be commenced within six (6) months from the date of approval by the Design Committee. All exterior construction shall be completed within twelve (12) months from commencement of construction.

EXCAVATED DIRT: Excavated dirt from basements and building areas shall be removed from the lot unless the retention and spreading of the same shall be approved in writing by the Design Committee upon written application of the individual lot owner and builder.

CARE OF LOTS: Owners of all lots shall at all times keep the same free and clear from all obstruction, debris, and obnoxious growths. No boats, trailers, campers, motorcycles, snowmobiles,

tent trailers, house trailers, mobile homes, fish houses or other like vehicles or structures shall be stored or kept upon any lots except when enclosed within a garage. No outside toilets shall be permitted on the premises and the owner shall connect all waste water lines to the public sanitation sewer system. Refuse and garbage shall be disposed of in a manner consistent with the regulations of the health department and good sanitation practices.

BUILDING HEIGHT: Walkout basements shall be permitted where proper drainage exists.

MISCELLANEOUS PROHIBITIONS: Eastwood Estates shall be an all electric residential development; space heating and cooling, water heating and all appliances of all dwellings will utilize electric energy as their primary source of energy. All fossil fuel use is prohibited except for fireplaces or as approved by the proprietor. No building of any kind or for any purpose, may at any time be moved to and upon any of the lots, except new construction which meets approval of the design committee (construction trailers or buildings shall be permitted during construction period). No business, trade or commercial activity of any kind may be conducted upon any lot excepting only from a one person, one room professional office or service office approved by the lot owners and occupant. No lot owner may directly or indirectly permit the use of a lot in such a manner as to become a nuisance or annoyance to owners or occupants of lots within the plat.

No temporary structure, tent, trailer, etc., shall be used as a residence.

No advertising or billboards shall be permitted on the premises except a "For Sale" sign no larger than five (5) square feet in area, such sign shall pertain only to the premises upon which it is located, and shall be near the street side of the lot. However, entrance monuments and signs pertaining to the subdivision as a whole, or to the common area of the subdivision and allowed upon design committee approval and must be located within the common area. Owner identification signs shall be subject to approval from design committee.

No animals, such as, but not limited to, horses, cattle, sheep, hogs, goats, poultry or rabbits, shall be permitted. This shall not prohibit domestic cats and dogs as pets, provided that there is a limitation of two dogs and two cats per dwelling unit or household, and that they are confined upon the owners property.

No dog kennel run may be constructed with dimensions in excess of 5 feet by 20 feet, it shall be attached to the house and shall not extend more than 10 feet beyond the house in any direction. The holding of animals for commercial sale or breeding is prohibited.

No hospital, sanitarium or other place for the care or treatment of the sick or disabled, physically or mentally, shall be erected or permitted upon any of the lots.

Lot owners and those under their direction shall not cover, bridge, or otherwise interfere with the existing drainage culverts or ditches without the prior express written approval of proprietor, or the Owners Association Board of Directors.

No fence or hedge shall be erected or maintained on the property which shall unreasonably restrict or block the view from an adjoining lot, or which shall impair the continuity of the general landscaping plan of the subdivision.

No wall or fence of any kind whatsoever shall be constructed on any lot until after height, type, design and location thereof shall have been approved by the "Design Committee".

No exterior lighting shall be installed and maintained so as to unreasonably disturb the owner of any other lot.

No evaporative or air heating or conditioning units shall be located on or by any structure unless screened by walls or other adequate means in such a manner as to conceal them from the view of neighboring lots and streets. Also, all such units, equipment; fixtures, swimming pool filters, water systems, wood piles or storage piles shall be walled in or kept screened by adequate plantings, walls or other means in such a manner as to conceal them from view of neighboring lots and streets. No utility tanks for storage of fuel shall be allowed for primary energy use.

Easements for the installation and maintenance of utilities and facilities are dedicated as shown on the recorded plat.

DRIVEWAYS AND PARKING. All driveways and parking areas shall be hard surfaced with black top or concrete and must adjoin street surface, within six months after construction of the building is substantially completed. The number of required parking spaces shall be governed by Spirit Lake City Zoning laws.



MEMBERSHIP AND VOTING RIGHTS IN
EASTWOOD ESTATES OWNERS ASSOCIATION, INC.

1) Every owner of a vacant lot and every owner of a dwelling unit shall be a member of the Eastwood Estates Owners Association. Membership shall be appurtant to and may not be separated from ownership of any vacant lot or dwelling unit, and all vacant lots and all dwelling units shall be subject to assessment.

2) Members shall be all owners and they shall be entitled to one vote for each dwelling unit owned. When more than one person holds an interest in any vacant lot or any dwelling unit, all such persons shall be members. The vote for such lot or dwelling unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any vacant lot or any dwelling unit.

3) The business and affairs of the association shall be governed and managed by a Board of Directors. Copies of Articles of Incorporation and By-Laws of Eastwood Estates Owners Association, Incorporated are attached hereto as Exhibits 1 and 2, respectively. Whenever a vote or other action of the Association is required, the mechanics of conducting such vote or taking such action shall be under the control and supervision of the association.

COVENANT FOR MAINTENANCE ASSESSMENTS

1) Creation of the Lien and Personal Obligation of Assessments. The proprietor, for each vacant lot or any dwelling unit owned within the properties, hereby covenant, and each owner of any vacant lot or any dwelling unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessments. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2) Purposes of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement maintenance of the park areas, which has been deeded to Eastwood Estates Owners Association, Inc.

3) Payment of Assessments. The annual assessments shall be payable in twelve equal, monthly installments one month in advance on or before the first day of each month, provided, however, that the association may establish a different method of payment. Special assessments shall be payable in the manner, amounts and times specified by the Directors of the Association.

4) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to

that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacements of a capital improvement upon the Properties, including fixtures and personal property related thereto, provided that any such assessments shall have the assent of the majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

5) Notice and Quorum Requirements. Written notice of any meeting called for the purpose of taking any action authorized shall be delivered either personally or by mail to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6) Rate of Assessment. The total amount and special assessments shall be levied at a rate determined by dividing the total amount of assessments that the Board of Directors approves by the total number of vacant lots and total dwelling units. Each vacant lot and each dwelling unit will be assessed the equal pro-rated share as determined by this computation. This shall be computed every year, at the required annual meeting, to allow for any newly constructed units, or new lots brought into the subdivision.

7) Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following July 1, 1996. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every

owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

8) Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate of interest allowed by law per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in proceedings in the nature of a Mechanic's lien foreclosure. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

9) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ATTORNEY'S ABSTRACT OPINION

I, Harold W. White, of the Fitzgibbons Law Firm, 108 North 7th Street, P.O. Box 496, Estherville, Iowa, pursuant to the provisions of Section 354.11 of the 1997 Code of Iowa, hereby certify that I am an attorney at law admitted to practice in the State of Iowa; that I have examined the Abstract of Title to the real property included in the Plat of Eastwood Estates, Spirit Lake, Dickinson County, Iowa, which property is legally described in the Proprietor's Certificate to which this opinion is attached and that I am of the opinion that fee simple title to the above described property is owned and vested in Iowa Lakes Electric Cooperative, and that said land is free from encumbrance except for the restated Mortgage and Security Agreement to National Rural Utilities Cooperative Finance Corporation dated February 26, 1997, and filed February 28, 1997, in Mortgage Record 73, Page 805, Dickinson County Recorder's Office.

Entry No. 40 of the Abstract and the Plat of Eastwood Estates show that certain Lots within Eastwood Estates are subject to an easement granted to William J. Parriott for golf cart paths.

This examination is based upon an Abstract of Title containing entries numbered 1 through 46, inclusive, prepared in accordance with the provisions of Sections 614.29 through 614.38 of the 1997 Code of Iowa, Chapter 11 of the Iowa Land Title Examination Standards, and the abstracting standards of the Iowa Land Title

Association and last certified by Cornell Abstract Company to February 19, 1998, at 2:13 o'clock P.M.

Harold W. White

BY-LAWS
OF
THE EASTWOOD ESTATE OWNERS ASSOCIATION
(A Non-Profit Corporation)

The Eastwood Estate Owners Association, a non-profit corporation, hereinafter referred to as "Association", hereby adopts the following By-Laws:

1. The corporation shall be governed by a board of three directors until Iowa Lakes Development Corporation (hereinafter referred to as "Proprietor") no longer has the right to appoint directors under Article VIII B of the Articles of Incorporation, at which time the board shall consist of five (5) directors. Prior to the time Proprietor surrenders its right to appoint directors, at least two (2) directors must be present to constitute a quorum. After Proprietor surrenders said right, at least three (3) directors must be present to constitute a quorum. Action may be taken at any Board of Directors meeting upon majority vote of those present. The initial directors and subsequent directors shall be appointed by Proprietor until such time as Proprietor surrenders, voluntarily or otherwise, its right to appoint under Article VIII B of the Articles of Incorporation, whereupon all directors shall be elected by vote of the membership as described below. Upon the death, resignation or removal of any director, that director's position shall be filled by an appointment made by the remaining directors, except that in the case of a director appointed by Proprietor and not yet elected by the membership, Proprietor shall fill any vacancy by appointment. Any directors appointed by the Board or Proprietor pursuant to the preceding sentence shall serve for the remainder of the term of the previous director.

2. The Board of Directors shall have the power to call meetings of the members, to appoint and remove employees of Association, and to direct the action of said officers and employees.

3. A. There shall be an annual meeting of Association during the months of June or July in each year at a time and place set by the Board. At such annual meeting and after Proprietor surrenders the right to appoint the Directors, the membership shall elect a President, Vice President, Secretary, Treasurer and one Director at Large who, subject to Proprietor's reserved rights, shall constitute the Board of Directors. Such annual meeting shall also be for the purpose of transacting any other business authorized to be transacted by Association. At the first annual meeting during which directors are elected by the membership, the President shall be elected for a one year term, the Vice President and Treasurer shall be elected for two year terms and the Secretary and Director at Large shall be elected for three year terms. Thereafter, as the respective terms expires, that office shall be filled for three year terms.

B. The annual meeting and all other meetings of Association shall be held at such suitable place convenient to the directors and members as may be designated by the Board. Notice shall be given of Association's annual meeting by ordinary mail addressed to the last known address of all members not less than 10 days nor more than 30 days prior to the date set for such meeting.

C. Special meetings of Association may be called by the Board by majority vote and shall be called by the Board upon the written request of ten percent (10%) of the voting membership. Notice of any special meetings shall be given to all voting members by ordinary mail addressed to their last known address not less than ten (10) days nor more than thirty (30) days prior to the date set for such meeting. The notice shall state the time and place of such meeting and the purpose thereof. No business may be conducted at such meeting other than as stated in the written notice unless all voting members are personally in attendance (not including proxies).

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

E. A quorum at Association meetings shall consist of one third (1/3) of the voting membership. Action approved by a majority of those present at a meeting at which a quorum is present shall be valid except where approval by a greater number of voting members is required by these By-Laws or the Iowa Non-Profit Corporation Act. The joinder of a voting member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of a member for the purpose of determining a quorum.

F. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary before the time of the meeting. A proxy so filed shall constitute that owner's presence at the meeting except as stated in Paragraph 3.C above.

G. If any Association meeting cannot be held because a quorum is not in attendance, the voting members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. At such adjourned meeting, 20 percent shall constitute a quorum.

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

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

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

4. Administration of this Association shall be by the Board of Directors subject to the following:

A. The powers and duties of the board shall include all of the powers and duties existing under Chapter 504A of the 1995 Code of Iowa. These powers and duties shall include but not be limited to the following, subject however to the provisions of the Articles of Incorporation and these By-Laws:

- i. To make and collect assessments against members to pay the costs and expenses of Eastwood Estates;
- ii. To use the proceeds of assessments in the exercise of the powers and duties of the Board;
- iii. To maintain, repair, furnish, replace and operate the common areas owned or maintained by Association;
- iv. To purchase insurance upon the property and insurance for the operation of Association and its members, including but not necessarily limited to casualty and liability insurance;
- v. To reconstruct improvements after casualty and to further improve the property;
- vi. To make and amend reasonable regulations, standards and rules of conduct regarding the use and occupancy of the property;
- vii. To enforce by legal means, if necessary, the provisions of law, the Covenants, Articles of Incorporation and regulations, standards and rules of conduct properly adopted;
- viii. To contract for the management of Eastwood Estates and to delegate to

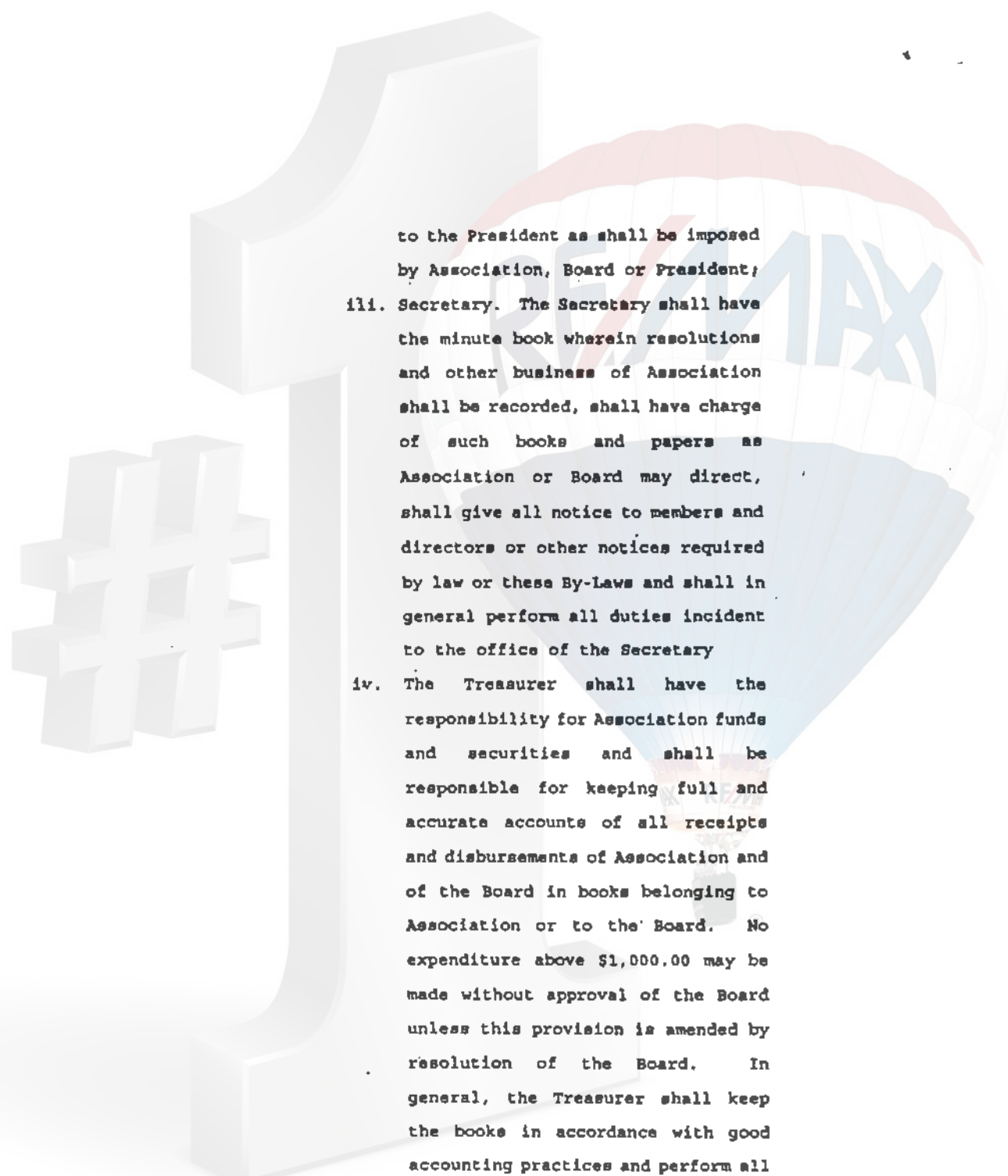
a manager such powers and duties of Association and Board as it may deem appropriate and to terminate such management. The Board shall also have the power to employ attorneys, accountants and such other professional persons as necessary to assist in said management; and

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

B. The officers of this Association shall have the following duties and responsibilities:

1. The President shall be the chief executive officer of the Board and Association. He or she shall have all the general duties and powers which are usually vested in the office of President, including, but not limited to, the power to appoint committees from among the voting members from time to time, as he or she decides is appropriate to assist in the conduct of the affairs of Association or Board; however, the Design Committee when no longer appointed by Proprietor, shall be appointed by the Board.

ii. The Vice President shall, in the absence of the President, perform the President's duties. The Vice President shall also perform such other duties and provide assistance



to the President as shall be imposed by Association, Board or President;

iii. Secretary. The Secretary shall have the minute book wherein resolutions and other business of Association shall be recorded, shall have charge of such books and papers as Association or Board may direct, shall give all notice to members and directors or other notices required by law or these By-Laws and shall in general perform all duties incident to the office of the Secretary

iv. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements of Association and of the Board in books belonging to Association or to the Board. No expenditure above \$1,000.00 may be made without approval of the Board unless this provision is amended by resolution of the Board. In general, the Treasurer shall keep the books in accordance with good accounting practices and perform all other duties incident to the office of Treasurer;

v. All officers shall be voting members, spouses of voting members or officers or agents of corporate or fiduciary voting members, but this shall not preclude the

appointment and employment of non-voting members as assistant secretary or assistant treasurer;

vi. Compensation of all directors and officers including assistant secretary and assistant treasurer shall be fixed by Association membership.

C. The annual meeting of the Board of Directors shall be held each year immediately following the adjournment of the annual meeting of Association. At such meeting, the Board shall determine what time, if any, shall be established for periodic board meetings.

D. Directors shall serve for a period of one (1) year and until their successors are appointed or elected, unless otherwise removed.

E. Special meetings of the Board may be called by the President and shall be called by the President if requested by two other board members. Notice of special meetings of the board shall state the time and place of any such meeting and the purpose thereof and shall be mailed by ordinary mail to each board member at least three (3) days but not more than fifteen (15) days prior to such meeting. Such special meeting shall not consider business other than that set out in the notice unless all board members are in attendance.

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

G. There shall be no proxies for Board meetings.

H. Ordinary business and decisions and resolutions of the Board may be conducted and put into effect without a formal meeting of the Board provided the full particulars of the item are reduced to writing and signed by all Board members and filed with the Secretary who shall keep said written document with the minutes of the meetings of the Board.

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

J. After Proprietor has relinquished its right to appoint Directors under Article VIII B of the Articles of Incorporation, upon an affirmative vote of the majority of the voting members any Board member may be removed either with or without cause and a successor elected at a regular or special meeting of Association. Assistant officers may be removed upon an affirmative vote of the majority of the members of the Board present at a meeting either with or without cause and successors may be elected at any meeting, regular or special.

K. Payment vouchers exceeding the amount established by paragraph 5.C.iii. above shall be approved by a majority of the Board with such approval noted in the minutes.

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

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

A. For each calendar year, the Board of Directors shall adopt an annual budget which shall include the following accounts:

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

ii. Reserve for deferred maintenance, which may include funds for maintenance items which occur less frequently than annually;

iii. Reserve for replacement, which may include funds for repair or replacement required because of damage, depreciation or obsolescence;

iv. The budgets for ii. and iii. above may be unfunded as determined by the Board unless directed by the membership.

B. All memberships within Eastwood Estates shall be assessed an equal fee, based on the total budget for that calendar year divided by the number of units. A copy of the annual budget shall be mailed to each member and shall state the fraction of the budget assessed against that member. Said statement shall be prepared and mailed to each owner prior to the December 1st preceding the year for which the budget is made. If no budget is prepared and no annual assessment made, the assessment shall be presumed to continue at the same amount as the previous year. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, but only at a special meeting of the Board after notice of said intention to amend the budget is given to all voting members and members are given the opportunity to be heard.

C. The Board shall have the discretion to determine whether the assessments for any given year shall be due monthly, quarterly, semi-annually, in a lump sum payment by a given date, or pursuant to any other format arrived at by the Board. In all cases, the format for payment shall be specifically stated in the notice mailed to each member prior to the December 1st preceding the year for which the budget is made.

D. Assessments for major improvements shall require the affirmative vote of 60% of the members eligible to vote. Major improvements shall be defined as those costing more than \$2,000.00.

E. Non-payment of any assessment when due subjects the non-payor to an interest charge to be established by the Board. Every assessment and any attendant interest are the personal obligation of the owner of the property assessed. Any unpaid and past due assessment shall constitute a lien against the property.

An assessment lien may be foreclosed by Association as permitted by law and Association shall be entitled to recover from the property owner the assessment, interest and all costs including reasonable attorney's fees. Membership voting rights shall be suspended during any time dues are delinquent.

F. An accounting shall be made of all Association accounts at least annually and a copy provided to each unit owner. A majority of the voting members at a meeting, or of the Board, may require an audit by an independent party.

6. In a voluntary conveyance of a unit the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the grantor's 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 grantee shall be entitled to a statement from Association, setting forth the amount of the unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the property conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth.

7. Upon authorization of the Board any two officers may execute an instrument affecting an interest in real estate.

8. No modification of or amendment to the By-Laws shall be valid unless set forth in writing and duly recorded. These By-laws may be amended by Association at a meeting duly called for such purpose. No amendment shall take effect unless approved by the voting members representing 60% of the units.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ____ day of _____, 1996, at _____, _____ County, Iowa.

EASTWOOD ESTATES OWNERS ASSOCIATION

By _____
President

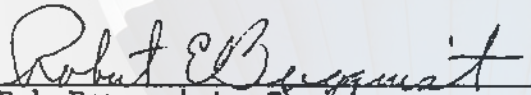
STATE OF IOWA)
) SS
_____ COUNTY)

On this ____ day of _____, 1996, before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared Craig Harms, to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the authority of its Board of Directors; and that Craig Harms, as said officer acknowledged the executive of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

APPROVAL OF THE PLANNING AND ZONING COMMISSION
OF THE CITY OF SPIRIT LAKE, IOWA

The undersigned, being the Chairman of the Planning and Zoning Commission of the City of Spirit Lake, does hereby certify that the Plat of Eastwood Estates, Spirit Lake, Dickinson County, Iowa, has been submitted to said Planning and Zoning Commission of the City of Spirit Lake for its approval; that the Plat has been found to be in conformity with the laws of the State of Iowa and the Ordinances of the City of Spirit Lake and that therefore said Planning and Zoning Commission approved said Plat on the 18 day of AUGUST, 1997, and recommended approval of same by the City Council of the City of Spirit Lake, Iowa.

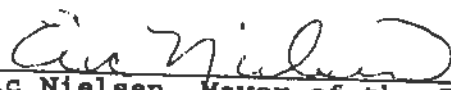
Dated this 28th day of January, 1998.




Bob Bergquist, Chairman,
Planning and Zoning Commission
of the City of Spirit Lake, Iowa

APPROVAL OF THE CITY OF SPIRIT LAKE

We, the undersigned, Eric Nielsen, Mayor, and Peter Hegeman, Clerk, do hereby certify that the attached Plat of Eastwood Estates, Spirit Lake, Dickinson County, Iowa, has been submitted to the Council of the City of Spirit Lake, and to the Planning and Zoning Commission of the City of Spirit Lake, that the Planning and Zoning Commission of the City of Spirit Lake has approved said Plat and on the 28th day of October, 1997, the same was approved and accepted by the Council of the City of Spirit Lake. A copy of the City Council's Resolution approving said Plat is attached hereto.



Eric Nielsen, Mayor of the City
of Spirit Lake



Peter Hegeman, Clerk of the City
of Spirit Lake

RESOLUTION NO. 97-61

RESOLUTION ADOPTING FINAL PLAT OF EASTWOOD ESTATES TO THE CITY OF SPIRIT LAKE, DICKINSON, COUNTY

WHEREAS, the City of Spirit Lake, State of Iowa, is a duly organized municipal corporation; and

WHEREAS, the Plat of Eastwood Estates is located in the City of Spirit Lake, Iowa; and

WHEREAS, there has been presented to the City Council by the Planning and Zoning Commission, a recommendation for approval of the final plat of Eastwood Estates, City of Spirit Lake, Iowa, be and the same is hereby approved as presented and the Mayor and Clerk are directed to certify the Resolution which shall be affixed to said plat.

WHEREAS, the city council has stipulated to install sidewalks when 50% of Eastwood Estates is built and the park is going to remain a private park.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Spirit Lake, Iowa this 28th day of October, 1997.

AYES: Bain, McNorton, Ricks, Cosens, Yarns

NAYS: None

ABSENT:

Eric Nielsen
Eric Nielsen, Mayor

Peter Hegeman
Peter Hegeman, City Clerk

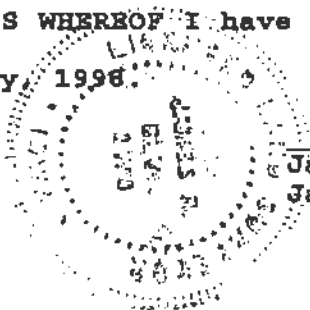
I, Peter Hegeman, City Clerk of the City of Spirit Lake, Iowa, hereby certify that the above and foregoing is a true copy of the resolution adopted by the records of the City of Spirit Lake, Iowa.

Peter Hegeman
Peter Hegeman, City Clerk

CERTIFICATE OF SURVEY

I, James R. Blum of Jacobson-Westergard & Assoc., Inc., duly licensed civil engineers and land surveyors authorized to practice in the State of Iowa, do hereby certify that I am a licensed land surveyor under the laws of the State of Iowa, Iowa Registration No. 9179; that at the instance and request of Iowa Lakes Electric Cooperative, I have surveyed the tract of real estate located in the City of Spirit Lake, Dickinson County, Iowa, described on the attached Exhibit, for the purpose of subdividing and platting said real estate into an addition to be known as Eastwood Estates, Spirit Lake, Dickinson County, Iowa, the plat of which is attached hereto and made a part of this certificate; that the real estate was surveyed by Jacobson-Westergard & Associates, Inc. under my direction and that the same was staked out and platted into forty-three (43) separate lots as shown on said plat; that the plat is a true and correct plat of said addition and that it sets forth the boundaries thereof with the size and dimensions of all lots in accordance with said survey and the street serving all of said lots are shown on said plat. I further state that the plat was prepared by me or under my direct personal supervision. I further certify that the corners of all lots are marked with 5/8"x30" capped rebars and that all dimensions of said plat are shown in feet and decimals thereof.

IN WITNESS WHEREOF I have hereunto signed my name this 19th day of February, 1998.



James R. Blum
James R. Blum, Iowa Reg. No. 9179
Jacobson-Westergard & Associates,
Inc.

ARTICLES OF INCORPORATION
OF
EASTWOOD ESTATES OWNERS ASSOCIATION
(A Non-Profit Corporation)

TO: The Secretary of State
State of Iowa

I, the undersigned, acting as incorporator of a corporation under the Iowa Non-Profit Corporation Act, Chapter 504A of the 1995 Code of Iowa, adopt the following Articles of Incorporation for such corporation.

I. The name of this corporation shall be Eastwood Estates Owners Association, hereinafter referred to as "Association".

II. The purposes of the Association are as follows:

- A. To hold title to, maintain, and manage the use of the common areas of that property to be known as Eastwood Estates, a plat located in Spirit Lake, Dickinson County, Iowa.
- B. To administer and enforce the Covenants applying to Eastwood Estates.
- C. To administer and regulate the functions of the Design Committee.
- D. To take such action as is consistent with the promotion of the health, safety and general welfare of the owners of the property in Eastwood Estates.
- E. To operate without profit and for the sole benefit of owners of property in Eastwood Estates.
- F. All other purposes allowed by Iowa law which supplement and facilitate the foregoing purposes.

III. The address of the Corporation's initial registered office shall be 1724 Central Avenue, P.O. Box 77, Estherville, Emmet County, Iowa, 51334. The initial registered agent at said address is Craig Harmes.

IV. The number of directors constituting the initial Board of Directors of the Corporation is three (3). The names and addresses of the persons who are to serve as initial directors are as follows:

Craig Harmes
1724 Central Avenue
P.O. Box 77
Estherville, IA 51334

August Scheppmann
P.O. Box 364
Spirit Lake, IA 51360

Terry L. Bruns
1724 Central Avenue
P.O. Box 77
Estherville, IA 51334

V. The incorporator is Craig Harmes, 1724 Central Avenue, P.O. Box 77, Estherville, IA 51334.

VI. Membership of the Association shall consist of all property owners within the plat of Eastwood Estates, Spirit Lake, Dickinson County, Iowa. Each undeveloped lot shall have one membership. At such time as a lot is developed as a duplex or other multiple dwelling and such dwelling is ready for occupancy there shall be one full membership for each dwelling unit. Membership in the Association and all attendant rights and obligations are appurtenant to ownership of property in the plat of Eastwood Estates and cannot be separated from property ownership.

VII. Each member of the Association shall have one vote, provided however that in case of multiple ownerships of a single lot or dwelling unit the owners of that lot or unit and the appurtenant share shall have, as a group, one vote for each share.

VIII. (A) The business of the Association shall be managed by a Board initially consisting of three (3) directors. When election of Directors is transferred to the members, the number of Directors shall be five (5).

(B) All directors shall be appointed by and serve at the pleasure of Iowa Lakes Development Corporation, an Iowa Corporation, its successors or assigns, hereinafter referred to as "Proprietor", until the Proprietor no longer holds for sale property located within Eastwood Estates, or any earlier date on which Proprietor voluntarily relinquishes its right to appoint the Directors. When the Proprietor voluntarily relinquishes the right to appoint, or no longer holds property in Eastwood Estates for sale, Directors shall be elected by the members by plurality vote.

(C) All Directors, whether appointed or elected, shall serve terms of three years. Appointed Directors may only be removed by action of the Proprietor. Elected Directors may only be removed by vote of the members. Terms of Directors shall be staggered as set out in the By-Laws.

Exhibit 1
Page 2

Dated this _____ day of _____, 1996.

Craig Harmes

STATE OF IOWA, _____ COUNTY, SS:

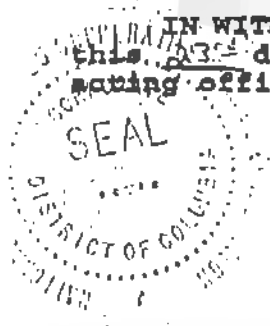
On this _____ day of _____, 1996, before me, a notary public, personally appeared Craig Harmes, to me known to be the person named in and who executed the foregoing Articles of Incorporation and acknowledged that he executed the same as his voluntary act and deed.

Notary Public, State of Iowa

**CONSENT
 TO FILING OF A PLAT
 BY IOWA LAKES ELECTRIC COOPERATIVE
 FOR A SUBDIVISION
 TO BE KNOWN AS EASTWOOD ESTATES**

National Rural Utilities Cooperative Finance Corporation (CFC), a corporation organized under the laws of the District of Columbia, does hereby consent to the filing by Iowa Lakes Electric Cooperative of a Plat for a Subdivision to be located in Dickinson County, Iowa, and to be known as Eastwood Estates. As shown by the Plat and the survey and legal description of the real estate being so platted and subdivided, CFC holds a Mortgage against such real estate, such Restated Mortgage and Security Agreement dated February 20, 1997, and filed February 28, 1997, in Mortgage Record 73, Page 805, Dickinson County Recorder's Office.

IN WITNESS WHEREOF, CFC has caused this Consent to be executed this 23rd day of January, 1998, by its duly authorized and acting officer.



**NATIONAL RURAL UTILITIES
 COOPERATIVE FINANCE CORPORATION**

BY Katherine Buhl
Assistant Secretary-Treasurer

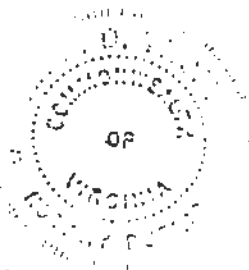
COMMONWEALTH OF VIRGINIA :

COUNTY OF FAIRFAX :

On this 23rd day of January, 1998, before me, the undersigned, a Notary Public in and for the Commonwealth of Virginia, personally appeared Katherine Buhl, to me personally known, who being by me duly sworn, did say that (he, she) is the Assistant Secretary-Treasurer, of the corporation executing the within and foregoing instrument, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that Assistant Secretary-Treasurer as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by (him, her) voluntarily executed.

Carla D. Thomas
 Notary Public

CARLA D. THOMAS



My Commission Expires January 31, 2000

TREASURER'S CERTIFICATE

I, Marie Barrett, Dickinson County Treasurer, do hereby certify that there are no unpaid taxes nor tax liens of record in my office against any of the property platted as Eastwood Estates, Spirit Lake, Iowa, City of Spirit Lake, Dickinson County, Iowa, as shown on the plat attached hereto.

Dated this 19 day of February, 1998.



Marie Barrett
Dickinson County Treasurer

CERTIFICATE AND APPROVAL OF PLAT NAME

I, Nancy Reiman, Dickinson County Auditor, do hereby certify that Eastwood Estates is approved as the name for the Plat attached and that a copy of the attached Plat of Eastwood Estates, Spirit Lake, Dickinson County, Iowa, has been furnished to the Dickinson County Assessor's Office as required by law. I further state that there are no liens recorded in this office against said real estate.

Dated this 19 of February, 1998.



Nancy Reiman
Dickinson County Auditor

ASSESSOR'S CERTIFICATE

I, Patricia Dodds, Dickinson County Assessor, do hereby certify that a copy of the Plat of Eastwood Estates, Spirit Lake, Iowa, City of Spirit Lake, Dickinson County, Iowa, has been duly filed in my office this date as required by law.

Dated this 19 day of February, 1998.

Patricia Dodds
Dickinson County Assessor



