

Instrument #: 13-05912
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HPR HORIZONTAL PROPERTY REGIME
Recording Fee: \$157.00 Transfer Tax: \$0
Ann Ditsworth, Recorder, Dickinson County Iowa



Prepared by/Return to: David J. Stein, Jr., Stein Law Office, P.O. Box 537, Milford, IA 51351; (712) 338-2431

**DECLARATION OF ESTABLISHMENT
OF
A HORIZONTAL PROPERTY REGIME (CONDOMINIUM)
TO BE KNOWN AS
THE LAKES HIDEOUT**

PHILIP J. MIKLO AND TERESA M. MIKLO, CO-TRUSTEES OF THE PHILIP J. MIKLO LIVING TRUST EXECUTED JANUARY 28, 2010, referred to herein as "Developer", hereby execute this instrument of Declaration of Submission of Property to a Horizontal Property Regime to be known as The Lakes Hideout (hereinafter referred to as "Regime") all pursuant to Chapter 499B, Code of Iowa, (this and all other references in this Declaration and exhibits hereto to the Code of Iowa refer to the 2013 Code of Iowa), entitled "Horizontal Property Act (Condominiums)"; the same to take effect when filed for record in the Office of the Dickinson County Recorder.

RECITALS

A. The Developer is the Owner of the land (the "Land") and proposed improvements to be known as The Lakes Hideout Condominiums in Dickinson County, Iowa. The description of the land submitted to this Regime is as follows:

LEGAL DESCRIPTION THE LAND

The West 150 feet of Lot A, Cousin's Plat of the Northwest Quarter of the Northeast Quarter of Section 5, Township 99 North, Range 36, West of the 5th P.M., Dickinson County, Iowa, subject to all easements and other matters of record (the "Land").

B. Site Plan depicting the Land and the proposed Building and Units to be constructed thereon is attached hereto as **Exhibit A (the "Site Plan")**.

C. This Declaration is new building construction and not a conversion of an existing structure. A building permit was issued by Dickinson County, Iowa for this new construction.

D. The Lakes Hideout Condominiums is to consist of the Land and one Building thereon which is a one level wood frame building, comprised of 8 Units, with no basement, as more particularly shown in the survey and plans/drawings attached hereto. "Unit" shall have the same meaning as "apartment" as defined in Section 499B.2(l) Code of Iowa, except as further defined herein. The principal materials of which these units are constructed are as follows: wood frame construction; concrete floors; steel lined interior & exterior, and steel roof. For further particulars, see the **plans/drawings** filed herewith as **Exhibit A**. Developer by this Declaration intends to submit The Lakes Hideout Condominiums, a condominium development as defined in Chapter 499B, Code of Iowa, pursuant to this Declaration. The full and exact copy of the plans of the Building which show graphically all particulars of the Building including, but not limited to, the dimensions, area and location of the common elements affording access to each Unit, the approximate area of the units, a common area to which each unit has immediate access, the lettering and numbering of the Building and Units, and other particulars, which are attached hereto and which, by this reference, are incorporated herein.

E. Developer's purpose, in filing this Declaration, is to submit and convey the Land described above and the Building to be constructed thereon, together with all appurtenances thereto, to the condominium form of ownership and use pursuant to the provisions of the aforesaid Horizontal Property Act, and to impose upon such property mutually beneficial restrictions under a general plan of improvement for the benefit of all condominium Units and the Owners thereof.

NOW, THEREFORE, Developer does hereby declare that all of the Land and the Building thereon be denominated as The Lakes Hideout Condominiums and shall be held subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in the furtherance of a plan for the improvement of the property and the division thereof into condominiums and shall run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any person owning an interest in the real property, improvements and appurtenances thereto, his/her grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Ownership of each unit includes ownership of an undivided fractional interest of all general common elements and facilities described herein. The fractional interest which each unit bears to the entire Regime is set out below. Voting rights regarding administration of the Regime shall be shared in accordance with these fractional interests. Specifically, the fractional interests are as follows:

UNDIVIDED OWNERSHIP INTEREST AND VOTES

<u>Street Address</u>	Unit Number	Ownership Interest in Common Elements & Facilities	Undivided Number of Votes
1914 15 th St. #1, Spirit Lake, IA	1	1/8	1
1914 15 th St. #2, Spirit Lake, IA	2	1/8	1
1914 15 th St. #3, Spirit Lake, IA	3	1/8	1
1914 15 th St. #4, Spirit Lake, IA	4	1/8	1
1914 15 th St. #5, Spirit Lake, IA	5	1/8	1
1914 15 th St. #6, Spirit Lake, IA	6	1/8	1
1914 15 th St. #7, Spirit Lake, IA	7	1/8	1
1914 15 th St. #8, Spirit Lake, IA	8	1/8	1

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 building is erected; the foundation of the building; all exterior and structural elements of the Building, including but not limited to, the exterior appearance of the building, the exterior doors to each Unit, the foundation, slabs, exterior walls and siding, roof and attic of each Unit and of the Building, floors, ceilings, interior load bearing walls, walls dividing Units and walls separating Units from another, including without limitation the sheetrock located inside each Unit (except the interior surfaces totally within an individual unit); common areas; landscaping and general improvement of the grounds; outside electric lighting; electrical wiring, plumbing (except fixtures), mechanical systems, wires, conduit, natural gas, sanitary sewer; water and other service lines and appurtenances thereto and other public utility lines; other structural elements of the Building not

reserved to a Unit are general common elements; and all other devices or installations existing for common use and defined as general common elements by Section 499B.2(5), Code of Iowa.

No Unit Owner shall make or permit to be made any structural alteration to a Unit or to the building or any of the common elements, limited or general, without first obtaining written consent of the Board of Directors of the Association which shall determine the proper insurance of such improvement or other alteration, and the effect of such improvement or alteration on insurance of other property of the regime, and which shall arrange with such Unit Owner for the payment of the cost of any additional insurance thereby required. In the case of alterations within a Unit, the consent required by the preceding sentence may be granted upon agreement of the Unit Owner to pay the cost of such additional insurance, and a determination that such alteration will not impair the structural soundness, fire protection, or safety of the building or property; however, in any event, the sheetrock shall not be modified if it provides fire protection for the Units. Alterations to the exterior of the building or common elements shall not be made, if, in the opinion of the Board of Directors of the Association, such alteration would not become, or would impair, the integrity, safety, fire protection, structural soundness, and appearance of the Units or of the regime as a whole. An unit owner shall do no act or work which will impair the structural soundness, fire protection, safety, or integrity of the building, or of the property, or impair or obstruct any easement.

All sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, and piping located outside of any Unit or which serve more than one Unit are general common elements notwithstanding the same are located in part within a Unit. 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.

The general common elements and facilities shall not include, and the owners of each unit shall be deemed to individually own, any plumbing fixtures; floor, wall surfaces and ceiling coverings; and light fixtures and other attachments or fixtures deemed to be permanent part of each unit for the sole use of such unit. The owner of each unit shall be solely responsible for the maintenance, repair or replacement of the plumbing fixtures, lighting fixtures, heating and air conditioning equipment, appliances and other equipment contained within or connected to each individual unit for the unit's exclusive use. Each Unit Owner, at his/her own expense, shall keep and maintain the interior, including the boundary surfaces, of such Unit and its equipment, in a clean and sanitary condition, shall do all redecorating, painting and other finishing which may at any time be necessary to maintain his/her Unit, and shall be responsible for the maintenance of all personalty within such Unit.

2. The exterior appearance of the doors on each unit shall be deemed limited common elements and facilities for the exclusive use of the respective units, but repair and maintenance therefor shall be borne by the respective Unit Owner. The parking and access area within the regime (which includes all the area not covered by the building/units and the 10' concrete pad directly in front of each respective unit) is a common element to be maintained by the Association, and an easement over such areas as is necessary for ingress and egress to such Units and common elements shall be appurtenant to each Unit. Snow removal for the parking and access area shall be done under the direction of the Owners' Association and the cost thereof shared equally between all unit owners. The 10' concrete pad directly in front of each respective unit shall be deemed a limited common element and facility for the exclusive use of the respective unit, with repair and maintenance therefor, including snow removal, to be borne by the respective Unit Owner.

3. In the event of damage or destruction of all or a part of the property, 3/4ths vote shall determine whether to rebuild, repair, restore or sell the property. The Lakes Hideout Association shall by a majority vote determine an appropriate amount of casualty and liability insurance coverage for the building, grounds, general common elements and facilities. Any policy purchased by the Owners' Association shall provide casualty coverage for the entire structures, including utility and plumbing lines, all mechanical systems within the walls and permanent appliances. Roof and wall coverage shall include the sheet rock or other underlayment but shall not extend beyond the sheet rock or underlayment. 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 a common expense. 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 interior decorated and/or finished surfaces of the walls, floors and ceilings and any appliances, furnishings or personal property and the like will not be covered by the Owners' Association policy.

4. A. The administration of the Regime shall be governed by a Board and by The Lakes Hideout Owners' Association in accordance with the By-Laws, a true copy of which is attached hereto in compliance with Section 499B.14, Code of Iowa. Such administration includes the authority to make annual and special assessments for the care and maintenance of the 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 Association, which shall be the address of the unit unless the owner notifies the Association of a different preferred address. In the event a lien is foreclosed by the Association or its representatives, the Owners' Association shall be entitled to an award of reasonable attorney

fees. Nothing contained in this paragraph shall prohibit the Owners' Association from proceeding with an action for recovery of a money judgment for the amount of any unpaid assessments, plus attorney fees, court costs, and other collection expenses, 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 be liable to the Owners' Association and the other owners for the expense of any maintenance, repairs 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.

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

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

G. Notwithstanding any other provision in this Declaration or in the By-Laws, the Developer is irrevocably empowered to transact on the property any business relating to construction, sale, lease or rental of units, including the right to maintain signs, employees, equipment and materials on the premises. These rights shall continue until all units have been sold.

H. Every director and officer of the Owners' Association shall be indemnified by the Association for all expenses and liabilities, including legal fees reasonable 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 Owners' Association, except in such cases where the director or officer is adjudicated guilty of willful misfeasance or malfeasance in the performance of their duties. The foregoing rights of indemnification shall be in addition to and not limit any rights the officers or directors may have under Iowa law.

I. The term owner as used in this Declaration and in the By-Laws shall mean the record titleholder of the unit and shall include a contract purchaser in possession. In the event of multiple, corporate, partnership, limited liability company or fiduciary ownership of a unit, said owner or owners shall designate a person, in writing, filed with the Secretary of the

Association, said person to act as owner in connection with the voting rights and administration referred to in this Declaration and By-Laws. Notices to be given by the Association are properly given to the owner or owners of the respective units if given to the designated person. The owner of a unit in this regime shall be a member of the Association and shall remain a member of said Association until such time as ownership of the unit ceases.

J. The Association shall have the authority to amend and adopt reasonable rules and regulations governing the use of the Units, common areas, and such rules shall be observed and obeyed by the Owners, their family members, guests, employees, agents and lessees. Such rules after being properly adopted shall have the same force and effect as if contained in this Declaration.

K. The right to sell, transfer or convey any condominium Unit shall not be subject to a right of first refusal or similar right by the Association.

L. Notwithstanding anything to the contrary provided herein, until all Units are sold by the Developer, subject to this Declaration, Developer shall have sole voting control and authority relating to the Association, the Board of Directors and all other matters relating to the operation of the Association. At such time as the Declarant (the Developer) has sold all Units, all such voting control and authority shall automatically transfer to the Board of Directors of the Owners' Association.

5. The following restrictions and limitations shall apply to all units in the Regime:

A. No activity shall be allowed which unduly interferes with the peaceful possession and proper use of the property by its owners, nor shall any fire hazard or unsightly accumulation of refuse or other material be allowed. No part of any Unit shall be maintained or allowed to exist in such a manner as to constitute an eyesore, a nuisance or a danger to the health, safety or welfare of any Owner. Owners of Units are to keep said Units neat in appearance at all times.

B. No fences, wires, lincs, sheds, outbuildings or other structures of any kind may be erected by any owner in any common area or facility without the prior approval of the Owners' Association.

C. No Unit shall be changed into a smaller Unit, however, two Units may be combined to make a larger Unit, only with prior approval of the Owners' Association.

D. No recreational vehicles, motorcycles, snowmobiles, all terrain vehicles, travel trailers, campers, boats, boat trailers, flatbed trailers, inoperable vehicles, or any other property shall be parked in the common parking areas or other common elements of the regime, including without limitation, temporary or overnight parking, except for those brought in

temporarily in connection with service in or in case of emergencies. However, this shall not prohibit the storage of such vehicle(s) inside a Unit. In the event of violation of this provision, the Association may, after reasonable notice, cause the removal of such boat, snowmobile, recreational vehicle, trailer or other vehicle and assess the costs of such removal to the Owner of the Unit. The Owners' Association can issue a special individual permit for longer periods.

E. No vehicle belonging to a Unit occupant or to a member of his/her family or guest, tenant or employee shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the building by another vehicle.

F. No property shall be stored or kept outside said unit.

G. There shall be no obstruction of any Common Areas. Vehicular parking upon Common Areas may be regulated or assigned by the Association.

H. All Unit doors shall be kept closed at all times except when being opened for purposes of ingress and egress, or when a unit owner, family member or guest is personally present in the unit area. No unit shall be used to store discarded items, junk or other unsightly materials.

I. Trash containers shall be kept within the units at all times. All trash receptacles and garbage cans shall be stored in the Units. No outside dumpster or garbage of any kind is allowed in the condominium property. No burning of any trash and no unreasonable or unsightly accumulation (or storage of litter, new or used materials, or trash of any other kind) shall be permitted within any Unit or be permitted to remain in public view, but shall be deposited in the receptacles provided for that purpose. This restriction shall not preclude the placement of waste containers outside of such area on a temporary basis if so required by governmental regulation or terms of a contract with a commercial waste collector.

J. Nothing shall be altered in, constructed upon or removed from the Common Areas, except upon written consent of the Board of Directors of the Association

K. No residential use is allowed.

L. No signs shall be placed on the premises, including, but not limited to, signs placed on the exterior of any unit, except for a sign (maximum area of 24" by 24"), which may be placed by the unit owner only on the entry door to the unit. This subparagraph shall not prohibit unit numbering signs or real estate for sale signs. However, for sale signs shall be limited to no more than two signs per unit with said signs to be no larger than a maximum of four (4) square feet each. Any for sale signs placed on the premises shall be removed as soon as practical after the unit advertised is sold.

M. There shall be no live animals kept on the premises.

N. No tower, antenna, satellite dish, communication satellite dishes or similar reception device shall be placed on any Building or common area unless such device is one which is not or cannot be prohibited pursuant to federal, state, or other similar governmental mandate in effect at the time of placement, and in such an event, the Board shall approve the location and the rules and regulations controlling the use thereof.

O. Nothing shall be done or kept in any Unit or in the common areas, which will increase the rate of insurance of the condominium regime, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his/her Unit or in the common areas, which will result in the cancellation of insurance on any Unit or any part of the common areas, or which would be in violation of any law.

P. Agents of, or contractors hired by, the Association may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owners as practicable.

Q. Unit Owners are reminded that alteration and repair of the Building is the responsibility of the Association, except for the interior of the Units. No work of any kind is to be done upon the exterior building walls, or upon interior boundary walls, or doors, or sheetrock without first obtaining the approval of the Association. Work inside a Unit will be approved by and coordinated with the Association before proceeding.

R. Each Unit Owner shall pay all charges before they become delinquent for separately metered utilities and any other services which are to be billed directly to the Unit Owner.

S. No leasing or renting shall be permitted, without the prior written consent of the Owners' Association. All leases shall be in writing, with a copy thereof provided to the Owners' Association prior to the date of possession, and shall be subject to the terms of this Declaration and of the Articles of Incorporation, Bylaws and any rules or regulations adopted by the Association. No lease shall relieve the Owner of the Unit from liabilities and responsibilities to the Owners' Association and other owners as set forth in the Declaration, or imposed under the laws of the State of Iowa.

T. No solar collectors or solar panels of any type shall be allowed in the Unit, unless the same are approved by the Owners' Association.

U. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of property shall be the same as the responsibility for the maintenance and repair of the property concerned.

V. If any person or their successors, heirs or assigns shall violate or attempt

to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other Unit in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other relief for such violation, including attorney's fees, court costs, and other reasonable expenses.

W. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

X. The above and foregoing restrictive covenants and restrictions are for the mutual benefit of all persons who shall acquire any of the Unit in this regime.

Y. The Owners' Association by a 3/4ths vote at a duly called meeting shall have the authority to amend or rescind any part or all of the foregoing restrictions and limitations. Additionally, the Owners' Association by majority vote at a duly called meeting shall have authority to adopt and enforce other reasonable restrictions, rules and regulations relating to the use and enjoyment of the premises.

6. Notwithstanding any of the provisions of this Declaration or the By-Laws, the Developer shall retain the right to name all officers of the Association who need not be owners of units until all units are sold.

7. Until Developer sells all units, the Developer shall not be required to pay assessments for any units held by him. The Developer reserves the right to change the interior design and arrangement of a unit, until such unit is sold or transferred.

8. The invalidation of any provision of this Declaration shall not affect the enforceability of the remaining provisions.

9. Failure of the Association or any Owner to enforce any covenant, condition or restriction of this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

10. Except as provided herein, 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 shall be by not less than three-fourths (3/4) of the eligible votes present at a meeting 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 ten (10) days nor more than thirty (30) days from the date of the meeting. At such meeting the written proxy of an owner duly signed either setting forth the owner's vote on the proposed amendment or authorizing another owner to vote on behalf of such absent owner shall be allowed and recognized by the presiding officer as a valid vote on the amendment. Such amendment shall be effective upon its execution by the President or other officer of the Association, authorized therefor, and recordation with the Dickinson County Recorder.

C. No amendment shall be valid without the written approval of the Developer until all Units are sold by the Developer, unless used personally, rented or leased to others by the Developer.


D. Until the Developer has sold all the Units, Developer may make amendments to this Declaration without the approval of the Owners or Association. Any supplemental or amendment to this Declaration filed by the Developer need be executed only by the Developer or its assigns notwithstanding ownership of Units by others and no consent of other Owners or their mortgagees or lienholders shall be required.

INDIVIDUAL TRUSTEE'S AFFIDAVIT

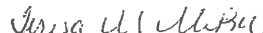
The undersigned parties state of their own personal knowledge that:

1. We are the trustees under the Trust described below ("Trust"), to which the herein described real estate was conveyed to the trustees pursuant to a Deed recorded May 16, 2013 in Deed Record Book 204, Page 897 of the Dickinson County Recorder's Office.
2. The Trust is in existence; we are the presently existing trustees under said Trust; and we are authorized to handle any real estate held in the Trust, including the property described herein, without any limitation or qualification whatsoever and free and clear of any adverse claims.
3. The grantors of the Trust are alive. The Trust is revocable or, if the trust is irrevocable, none of the beneficiaries of the Trust are deceased.

In witness whereof, the undersigned, has executed this Declaration this 9th day of October, 2013.



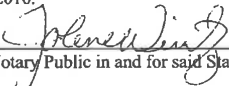
PHILIP J. MIKLO, CO-TRUSTEE OF
THE PHILIP J. MIKLO LIVING
TRUST EXECUTED JANUARY 28,
2010



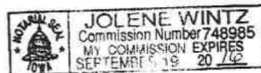
TERESA M. MIKLO, CO-TRUSTEE OF
THE PHILIP J. MIKLO LIVING TRUST
EXECUTED JANUARY 28, 2010

STATE OF IOWA, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on October 9th, 2013 by PHILIP J. MIKLO AND TERESA M. MIKLO, CO-TRUSTEES OF THE PHILIP J. MIKLO LIVING TRUST EXECUTED JANUARY 28, 2010.



Notary Public in and for said State



CONSENT OF MORTGAGEE
TO
SUBMISSION OF PROPERTY
TO
CONDOMINIUM REGIME

Northwest Bank, Mortgagee named in certain real estate mortgage(s) on the
aforementioned Land does hereby consent to the submission of the real estate secured by such
mortgage(s) to a Horizontal Property Regime to be known as The Lakes Hideout.

By the undersigned(s)' execution of this Consent, the undersigned(s), as duly authorized
representative(s) of said Bank, hereby consent to the submission of the property covered by such
mortgage to The Lakes Hideout Condominium Regime, and agree that from the time of the filing
of said Declaration in the Office of the Dickinson County, Iowa Recorder, the lien of such
mortgage shall become a lien on the individual Units and their undivided percentage interest in
the common elements of the Condominium Regime, and such mortgage shall be partially
released as to each such Unit and its undivided percentage interest in the Condominium Regime
upon payment to the undersigned of an amount to be agreed to as to each such Unit between the
Developer and the undersigned prior to the sale of each Unit to a third party.

Dated this 3rd day of October, 2013.

NORTHWEST BANK

By: [Signature]
(Signature)

Title: V.P.

By: [Signature]
(Signature)

Title: Lakes Market President

STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this 3rd day of October, 2013, before me, the undersigned,
a Notary Public in and for said State, personally appeared Keith Heiter Her and
Joe Anovick to me personally known, who, being by me duly sworn, did say
that he/she/they is/are the Vice President and Lakes Market President of said
corporation and that said instrument was signed on behalf of said corporation by authority of its
Board of Directors and he/she/they acknowledged the execution of said instrument as the
voluntary act and deed of the corporation by it and by him/her/them voluntarily.

[Signature]
Notary Public in and for said State



SURVEYOR'S CERTIFICATION

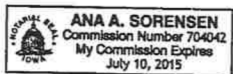
I, James R. Blum, L.S., being duly sworn upon oath, depose and state that I am a duly licensed Land Surveyor in the State of Iowa.

I further state that the attached Exhibit A has been prepared by me or under my supervision and represents the site plan and drawings for the land and building to be included in the aforementioned condominium regime.

James R. Blum
James R. Blum 10/11/13
Signature of Surveyor, James R. Blum

STATE OF IOWA, COUNTY OF DICKINSON, ss:

Subscribed and sworn to before me by the said James R. Blum, on the 14th day of October, 2013.

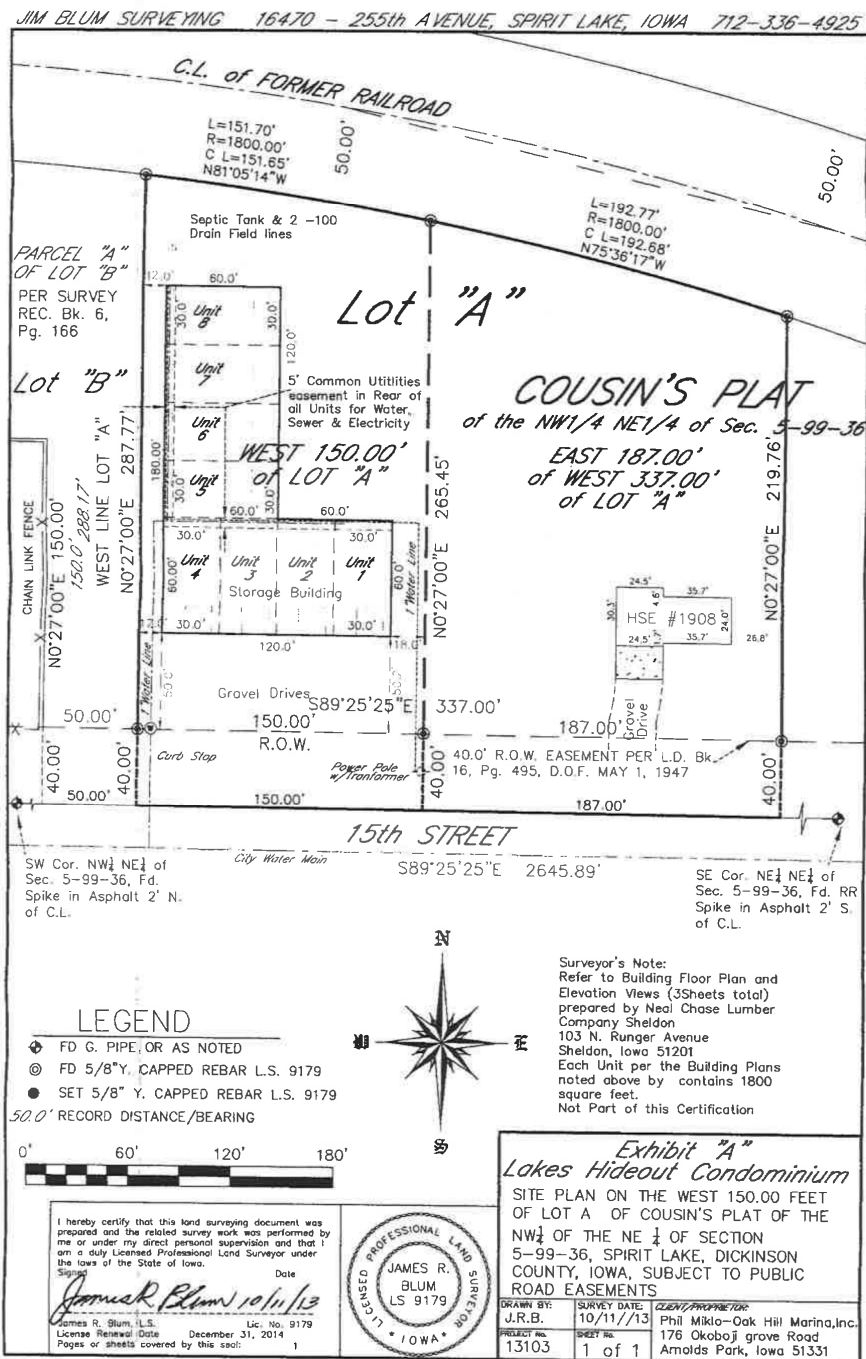


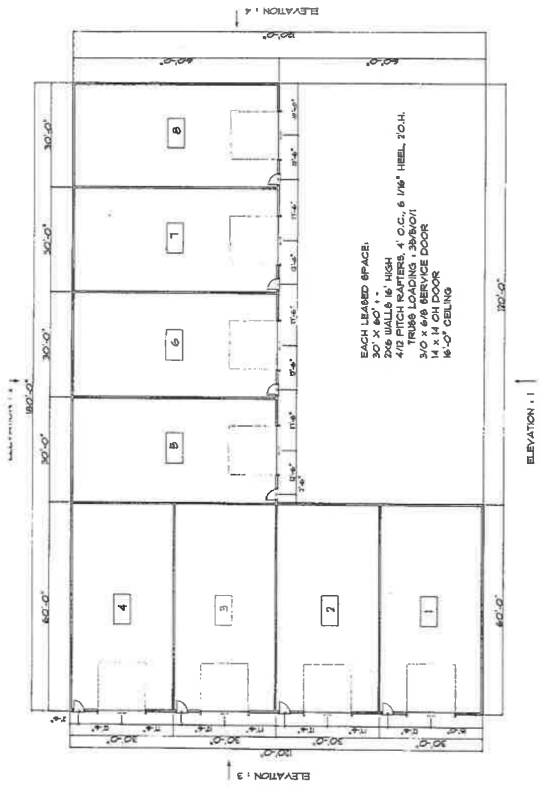
[Signature]

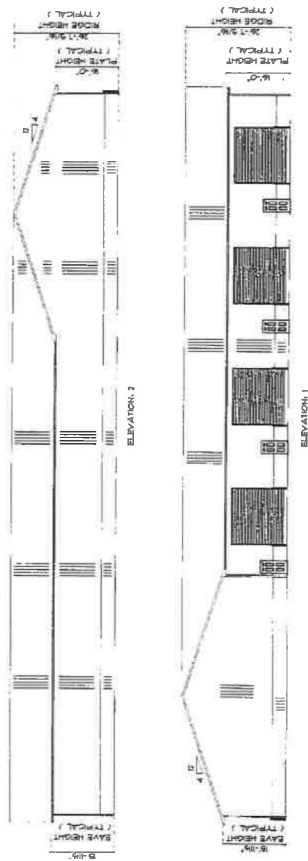
Notary Public in and for the State of Iowa

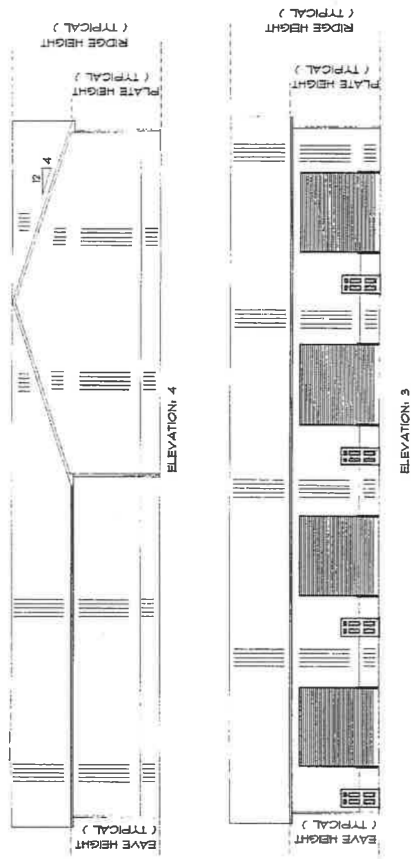
**Exhibit A
(Site Plan & Drawings)**

	ROAD EASEMENTS	
	DRAWN BY: J.R.B.	SURVEY DATE: 10/11/13
James R. Blum 10/11/13 James R. Blum, L.S. License Renewal Date December 31, 2014 Pages or sheets covered by this seal: 1	PROJECT NO.: 13103	SHEET NO.: 1 of 1









**ARTICLES OF INCORPORATION
OF
THE LAKES HIDEOUT OWNERS' ASSOCIATION, INC.**

The undersigned, acting as incorporator of a corporation pursuant to the provisions of the Revised Iowa Nonprofit Corporation Act, under Chapter 504.101 of the Code of Iowa, adopts the following Articles of Incorporation for such corporation.

ARTICLE I

The Corporation shall be known as The Lakes Hideout Owners' Association, Inc., and its initial principal office shall be located in 1914 15th Street, Spirit Lake, Iowa 51360.

ARTICLE II

The existence of this Corporation shall commence with the date these Articles are filed with the Secretary of State, and the period of its duration is perpetual.

ARTICLE III

- A. The purpose and objectives of the Corporation are to provide for an entity to act as a "Condominium Management Association" within the meaning of Section 528 of the Internal Revenue Code of 1954 to conduct the business and affairs of, and to act as or for, the Co-Owners of that horizontal property regime (condominium) created and submitted, pursuant to the provisions of Chapter 499B of the Code of Iowa, known as The Lakes Hideout Condominiums, (hereinafter sometimes referred to as "regime") and to be located on the real estate situated in Dickinson County, Iowa described as follows:

LEGAL DESCRIPTION

The West 150 feet of Lot A, Cousin's Plat of the Northwest Quarter of the Northeast Quarter of Section 5, Township 99 North, Range 36, West of the 5th P.M., Dickinson County, Iowa, subject to all easements and other matters of record (the "Land").

- B. The Corporation shall have all powers and purposes granted or implied to a council of Co-Owners under the provisions of Chapter 499B of the Code of Iowa and as are granted or implied by the Declaration of Condominium establishing said Condominium Regime, and all of such powers shall constitute lawful purposes of the Corporation.
- C. The purposes of the Corporation are exclusively not for private profit or gain and no part of its activities shall consist of carrying on political propaganda or

otherwise attempting to influence legislation, and the Corporation shall make no distribution of income to its members, director or officers.

- D. The Corporation shall have unlimited power to engage in and do any lawful act concerning any and all lawful businesses for which corporations may be organized under this Act and consistent with the provisions herein.

ARTICLE IV

The address of the initial office of the Corporation is 1914 15th Street, Spirit Lake, Iowa 51360. The street address of the corporation's initial registered office in Iowa and the name of its initial registered agent is: Phil Miklo, 176 U.S. 71, P.O. Box 488, Arnolds Park, IA 51331.

ARTICLE V

The members of this Corporation shall be those persons described as members in the Bylaws of the Corporation. The voting rights of the members shall be as provided in the Declaration of Condominium and the Bylaws of the Corporation.

ARTICLE VI

The number of directors constituting the initial Board of Directors of the Corporation is two (2). The names and addresses of the persons who are to serve as the initial directors are:

<u>Name</u>	<u>Address</u>
Phil Miklo	176 U.S. 71, P.O. Box 488, Arnolds Park, IA 51331
Tercsa Miklo	176 U.S. 71, P.O. Box 488, Arnolds Park, IA 51331

The term of office of the initial Board of Directors shall be until successor Directors shall have been elected and shall have qualified. Until the terms of the initial Board of Directors expires, they shall be subject to removal only by Phil Miklo and Tercsa Miklo as provided in the Declaration and Bylaws. Thereafter, a Director may be removed from office at a special meeting of the members of the Corporation in such manner as may be provided in the Bylaws.

ARTICLE VII

The initial Bylaws of the Corporation and amendments thereto shall be adopted by its initial Board of Directors, but the power to thereafter alter, amend or repeal the same or adopt new Bylaws is reserved to the members of the Corporation, subject to the restrictions contained in the initial Bylaws and amendments thereto and the restrictions contained in the Declaration.

ARTICLE VIII

In the event of liquidation, assets of the Corporation, if any remain, shall be distributed to the members in accordance with their proportionate share (if undivided interests in the common elements existing in the Condominium Regime, as determined by the Declaration and the Bylaws).

ARTICLE IX

All transfers, conveyances, leases, mortgages or assignments of real estate or of any interest therein on behalf of this Corporation shall be executed by any two of the following officers: President or Vice President and Secretary or Treasurer. All transfers, conveyances, leases or encumbrances of personal property or any interest therein shall be executed by any officer of this Corporation or any agent authorized by the Board of Directors. All judgments or other liens shall be satisfied, discharged, released or assigned by any officer of the Corporation.

ARTICLE X

Neither the members, the Board of Directors, nor their private property shall be liable for corporate debts, obligations or undertakings.

ARTICLE XI

This Corporation shall indemnify any present or former director, officer, employee, member or volunteer of this Corporation, and each such person who is serving or who has served at the request of this Corporation, as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan to the fullest extent possible against expenses, including attorney fees, judgments, fines, settlements and reasonable expenses, actually incurred by such person relating to his/her conduct as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan, except that the mandatory indemnification required by this sentence shall not apply (i) to a breach of the duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or (iii) for a transaction from which such person derived an improper personal benefit.


ARTICLE XII

Any purported amendment to these Articles of Incorporation in conflict with or contrary to the provisions of the Declaration of Condominium, including supplements and amendments thereto, which submit lands and Units to the regime, shall be void and of no force and effect.

ARTICLE XIII

The names and addresses of the incorporators are as shown at Article VI above.

Dated on this 9th day of October, 2013.



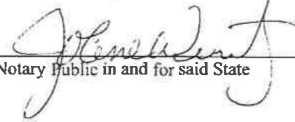
PHILIP J. MIKLO, Incorporator



TERESA M. MIKLO, Incorporator

STATE OF IOWA, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on October 9th, 2013 by PHILIP J. MIKLO AND TERESA M. MIKLO.



Notary Public in and for said State



**BYLAWS
OF
THE LAKES HIDEOUT OWNERS' ASSOCIATION, INC.**

**ARTICLE I
Name and Location**

The name of the corporation is The Lakes Hideout Owners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1914 15th Street, Spirit Lake, Iowa 51360, but meetings of members and Directors may be held at such places within the State of Iowa, County of Dickinson, as may be designated by the Board of Directors.

**ARTICLE II
Definitions**

Terms used in these Bylaws shall have the same meaning as in the Association Articles of Incorporation and the Declaration of The Lakes Hideout (hereinafter "Declaration").

**ARTICLE III
Meeting of Members**

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held at an hour designated by the Association, on the same day of the same month of each year thereafter, or as otherwise established by the Association. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote 51% of all the votes to the membership (5 out of the 8 votes), or upon written request of the Developer.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days nor more than thirty (30) days before such meeting to each member entitled to vote, addressed to the member's address last appearing in the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 51% of the votes of the membership (5 out of the 8 votes) shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, the required quorum is not forthcoming at any such meeting, another meeting may be called subject to the notice requirements herein and the required quorum at any such subsequent meeting shall be one-half of the votes of the membership (4 out of the 8 votes), provided such subsequent meeting shall be held thirty (30) days following such preceding meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her/its Unit.

ARTICLE IV

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than one (1) no more than six (6) Directors, who shall be members of the Association.

Section 2. Term of Office. At each annual meeting the members entitled to vote shall elect Directors for a period of 1 year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual pre-approved expenses incurred in the performance of his/her duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee

shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act of decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the common facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by two-thirds (2/3) of the members who are entitled to vote;

(b) Supervise all officers agents and employees of this Association, and to see that their duties are properly performed;

(c) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(d) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(e) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(f) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(g) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(h) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(i) Cause the Common Areas and the Association responsibility elements to be maintained.

ARTICLE VIII
Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a president and/or vice president, who shall at all times be members of the Board of Directors, a secretary and/or a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Duties. The duties of the officers are as follow:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors and shall see that orders and resolutions of the Board are carried out.

VICE PRESIDENT

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him/her by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and delivery a copy to each of the members.

ARTICLE IX
Committees

The Board of Directors may appoint such committees as it deems appropriate in carrying out its purpose.

ARTICLE X
Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
Assessments

As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date the assessment shall bear interest from the date of delinquency at the highest interest rate allowed by law, or as otherwise established by the Association, and the Association may bring an action at law against the Owner personally obligated to pay the assessment. The costs and attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his/her Unit.

ARTICLE XII
Corporate Seal

The Association shall not have a seal.

ARTICLE XIII
Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of 3/4ths of the total votes eligible to be cast at a meeting at which there is a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between a Declaration and these Bylaws, a Declaration shall control.

IN WITNESS WHEREOF, the undersigned, being the sole initial Directors of The Lakes Hideout Owners' Association, Inc. have hereunto set my hand this 9th day of October, 2013.



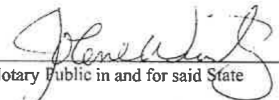
PHILIP J. MIKLO, Initial Director



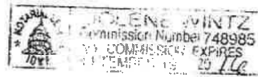
TERESA M. MIKLO, Initial Director

STATE OF IOWA, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on October 9th, 2013 by PHILIP J. MIKLO AND TERESA M. MIKLO.



Notary Public in and for said State




CERTIFICATION

I, the undersigned, do hereby certify:

THAT We are the duly elected and acting initial Directors of The Lakes Hideout Owners' Association, Inc., an Iowa corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the date shown below.

IN WITNESS WHEREOF, I/we have hereunto subscribed my/our name this 10th day of October, 2013.



PHILIP J. MIKLO, Initial Director



TERESA M. MIKLO, Initial Director