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NOTE: To avoid duplication, all Exhibits referenced within these Documents are contained in the Appendix of Exhibits.

SUNRISE COVE

PROPERTY REPORT

Project Title: Sunrise Cove
P.O. Box OR
Dickinson County
Spirit Lake, Iowa 51360-0645

Developer: Iowa Resort Holdings, L.C.
P.O. Box 601
Okoboji, IA 51355

Agent: Michael D. Hoepfner
Iowa Resort Holdings, L.C.
16010 Highway 86
P.O. Box OR
Spirit Lake, Iowa 51360

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A TIME-SHARE INTERVAL OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, CONTRACT DOCUMENTS, AND SALES MATERIALS.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF A CURRENT PROPERTY REPORT, CANCEL IN WRITING THE PURCHASE AGREEMENT AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. DEVELOPER MAY ALSO CANCEL THE PURCHASE AGREEMENT IN WRITING WITHIN FIVE (5) BUSINESS DAYS AFTER YOU RECEIVE THIS PROPERTY REPORT. IF DEVELOPER CANCELS, DEVELOPER WILL RETURN ALL PAYMENTS MADE AND YOU MUST RETURN ALL MATERIALS RECEIVED IN GOOD CONDITION, REASONABLE WEAR AND TEAR EXCEPTED. IF THE MATERIALS ARE NOT RETURNED, DEVELOPER MAY DEDUCT THEIR COST AND RETURN THE BALANCE TO YOU.

THE FILING OF THIS DOCUMENT WITH THE COMMISSION DOES NOT CONSTITUTE APPROVAL OF THE SALE OR LEASE, OR OFFER FOR SALE OR LEASE, BY THE STATE, COMMISSION, OR ANY OFFICER THEREOF, OR THAT THE STATE, COMMISSION, OR ANY OFFICER THEREOF HAS IN ANY WAY PASSED UPON THE MERITS OF THE OFFERING.

1. Sunrise Cove is a time-share program by which the owner-ship in the time-share units is divided among purchasers according to a fixed or floating schedule. The time-share project currently consists of fifty-two existing townhouse units, fifty-eight existing hotel/motel units, two residence units, three eight-plex buildings, one six-plex building, and three ten-plex building all located at Village West Resort, on West Lake Okoboji, Dickinson County, Iowa. The time-share program is further expandable so that it may include approximately 37 additional hotel/motel units, and new units to be constructed. The Developer holds title to real estate on which all the existing townhouse units and hotel/motel units are built. The type of units added in any expansion will be in the discretion of the Developer. The time-share program may be terminated or amended at any time in the sole discretion of Developer.

The 52 townhouse units, already existing, have either two bedroom or three bedroom floor plans with the interior remodeled per Schedule "A1" attached. The exterior will be modified to accommodate the addition of a fireplace per Schedule "A2" attached. All townhouse units will include a kitchen.

The interiors of the 95 hotel/motel total units will be remodeled from 127 existing hotel/motel rooms. These units will be designated: Studio, One-Bedroom, Executive Suite, Executive Studio, Spa Studio and Spa Suites as per Schedule "B1" attached. The exact mix of units will be determined by sales. These units will include a kitchen (commonly referred to as a "slot kitchen") except for the Executive Studio which will have a wet bar. The exterior of the hotel/motel will remain as at present per Schedule "B2".

The remodeling on fifty-two townhouse units and fifty-eight hotel/motel units is completed.

The residence units consist of The Mansion which is an independent three bedroom residence unit and The Rustic Cabin which is an independent four bedroom residence unit.

The three 'Boji Suites eight-plex buildings are completed.

The first 'Boji Suites six-plex building is completed.

The first 'Boji Suites ten-plex building is scheduled to be completed for use in June 2002 and the second 'Boji Suites ten-plex building is scheduled to start construction in September, 2002 and to be completed for use in June 2003. The third 'Boji Suites ten-plex building is scheduled to start construction in September, 2003, and to have six units completed for use in June 2004.

The governing administration of the time-share project will be by Sunrise Cove Time-share Association, Inc., a nonstock, nonprofit corporation. The Association has a Board of Directors, the majority of whom are elected by the Developer until three months after 85% of the time-share estates that have been or could ultimately be operated by the Association have been conveyed to purchasers.

The time-share estates are sold as fixed time or floating time. The fixed time schedule has 45 time-share estates per unit consisting of one fixed-week of annual usage and an undivided right to use, on an availability basis and for a nominal housekeeping fee, the remaining seven weeks not deeded to specific individuals (called Bonus Weeks). The usage week will be seven consecutive days starting at 4 p.m. on Sunday and running to 10 a.m. on the next Sunday as established by the Developer and subject to cleaning time between usages. Each owner will have an undivided proportional (based on square footage of the unit) interest in the common elements of the project. The time-share estates may also be sold on a floating time schedule whereby the owners of the specific time-share estates are restricted as to the period of time they can use a unit and must request the use of a unit each year according to established rules.

The Declaration also contemplates persons acquiring all 52 weeks of a unit in which event they would become responsible for maintenance for the unit, including furnishings, which would, in turn, lower the annual maintenance fee as determined by the Board of Directors.

2. The projected budget will be consistent with the maintenance fee and tax fee budgets shown on Exhibit "C" for a fixed-week interest. As part of the maintenance fee, a reserve for repairs and replacement has been created and it is anticipated that such reserve will normally be approximately 15% to 25% of the total budget. Operating expenses will be shared by time-share estate owners and will be payable on a regular basis. Maintenance fees will be established annually and may be changed from time to time to meet unanticipated expenses. The maintenance fee and tax fee must be paid whether or not the owner uses the unit and failure to make such payments will result in a loss of all use rights until corrected and a lien being placed on the time-share estate. Allocation of expenses between units and owners will be made on a reasonable basis determined by the Directors of the Association.

Developer does not guarantee the budget. However, the Developer agreed to voluntarily subsidize the operation of the time-share program through December 31, 1989, by making up any shortfall in receipts required to pay actual expenses (not including reserves). The Developer is not required to make up any shortfall in revenues due to owners' (other than the Developer) non-payment of their proportionate

share of assessments or maintenance fees. After December 31, 1989, with respect to any units owned by the Developer, Developer will pay the maintenance fees and taxes (except as to fees designated for reserves) attributable to the units but only to the extent necessary to cover a shortfall between receipts and actual expenses. Developer will not be liable for any shortfall that arises due to other owners' nonpayment of their proportionate share of fees.

Developer knows of no services or expenses that the Developer is currently providing or paying which, upon completion of the project or commencement of association control, would be payable by purchasers as part of their annual share of common expenses except as to recreational facilities as explained in paragraph 9 and the utilities explained in paragraph 4.

3. No initial or special fee will be due from the Purchaser at closing unless Purchaser intends to use the unit in the year of purchase, in which event the first year maintenance fee and real estate taxes will be assessed.

4. There are no liens, defects, encumbrances on or affecting title to the time-share estates.

Developer will obtain for the benefit of the Association and its owners access to the property and make reasonable accommodations for parking vehicles. Developer will also obtain necessary accommodations for locating, maintaining or repairing utilities that service the time-share project. Utilities servicing the time-share project will be made available for the owner's benefit subject to a reasonable fee to be collected from the association by maintenance fee.

5. The Developer offers various financing alternatives that may include 5-year, 7-year and 10-year financing at consumer market rates. Documents showing specific terms and conditions of financing will be furnished upon request, but there is no guarantee of financing being made available.

6. The Developer has no actual knowledge of any pending lawsuits material to the time-share estates. Developer may from time to time challenge the assessed value on the property in an effort to reduce property taxes.

7. Developer has no actual knowledge of any restraints on alienation of any number or portion of any time-share estates.

8. The Association will, through the maintenance fee, provide insurance coverage for the interior and exterior of the units and cover those contents included in the time-share program.

9. A fee will be paid by time-share estate owners for the use of existing amenities at Village West Resort, to be collected through the maintenance assessment. The fee will be calculated as the Association's share of costs, including capital costs,

to operate and maintain the amenities. These amenities include a 9-hole miniature golf course, two tennis courts, two swimming pools, health club, beach, and other common recreational space which will be available by license agreement until at least 1995. Developer may, in the future and in Developer's discretion, transfer these amenities to the Association or limit their use. Access or recreational user fees will be charged for use of off-site amenities at Village East Resort located approximately nine miles from Village West in Okoboji, Iowa. These off-site amenities include golf, tennis, racquet club, and health spa. There is no guarantee of permanent access to Village East amenities.

10. All major structural construction for the first six phases is complete and all amenities are in place. Remodeling described will be funded by Developer and no financing will be required for Developer to complete remodeling.

11. It is not intended that any time-share estate owners would become subject to a tax or other lien arising out of claims against other interval owners of the same unit; however, Iowa law provides that real property taxes will be assessed on a basis other than a time-share estate. The maintenance fees are intended to provide adequate funds for payment of real property taxes. The failure of other time-share estate owners to pay maintenance fees could result in the inability of the Association to have sufficient funds to pay taxes. In such event, a lien would result on a unit or several units, depending on the parcel used for taxation purposes.

12. The name, address and telephone number of the person authorized to sell time-share estates on the Developer's behalf in Iowa at this time is:

Michael D. Hoepfner
Iowa Resort Holdings, L.C.
16010 Highway 86
P.O. Box OR
Spirit Lake, Iowa 51360

13. Sunrise Cove has registered with Resort Condominium International. They have rights to exchange usage rights as to Sunrise Cove. The exchange agent is not affiliated with the Developer. Membership or participation with the exchange program is voluntary and the first year's dues and initiation fees will be paid by Developer. The address of the exchange program is:

Resort Condominium International
One RCI Plaza
3502 Woodview Terrace
P.O. Box 80229
Indianapolis, IN 46280-0229
(317) 876-8899

The fees charged by the exchange agent may be altered from time to time by the agent. Current fees are as follows:

Resort Condominium International

Annual Dues (per owner) \$89.00

Exchange Fee (per interval exchange)

U.S. \$139.00

International \$179.00

Guest Certificate \$ 49.00

14. Developer does not make a market or resell timeshare estates.

15. The Association has a statutory lien on each Time-share Estate for unpaid maintenance fees, together with interest thereon, unless otherwise prohibited by law, against the owner of such Time-share Estate, together with a lien on all tangible personal property located within said Unit, except that such lien upon the tangible personal property is subordinate to prior bona fide liens of record or tax liens on the parcel in favor of any assessing unit and special district, and sums unpaid on the first mortgage of record. Reasonable attorney's fees, collection fees including collection agency fees, and court costs incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, is payable by the Unit owner and secured by such lien.

16. A purchaser may rely on this Property Report which is summary in nature, the project documents, and sales materials. Oral statements are not legally binding.

ARTICLES OF INCORPORATION OF SUNRISE COVE TIME-SHARE ASSOCIATION, INC.

The undersigned, desiring to form a non-profit Corporation under the Iowa Non-profit Corporation Act, Iowa Code Chapter 504A (1988), do hereby certify:

ARTICLE I

The name of the Corporation shall be Sunrise Cove Time-share Association, Inc.

ARTICLE II

The Corporation shall have a perpetual duration.

ARTICLE III

The purpose of the Corporation is to act as the governing association of Sunrise Cove located on West Lake Okoboji, Iowa, and for any other lawful purpose. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, officers, or other private persons, except that the Corporation shall be authorized and empowered to make payments and distributions in furtherance of the purposes set forth in this Article.

ARTICLE IV

Village Lakeshares, L.P., the developer of the time-share program, shall constitute the sole member of the Association until the recording of the Declaration of Time-share Program naming the Association as the time-share association thereunder. Upon the recording of the Declaration of Time-share, Village Lakeshares, L.P. its successors and/or assigns (also referred to as "Developer") shall hold all memberships in the Association. At the time of closing of the transaction for the purchase of a time-share estate or in a unit, the owner thereof shall become a member. As and if additional phases are added to the Time-share Program, Developer shall initially hold all new memberships created thereby until transfer to a third party as discussed herein. Ownership of a time-share estate to a unit shall be a prerequisite to exercising any rights as a member. Ownership may be held by one or more individuals or by a corporation, partnership, trust or other appropriate legal entity with the power to hold title. Membership shall terminate upon the termination of the Time-share Program or upon transfer of ownership, provided the transfer is accomplished in accordance with all of the provisions of the Declaration. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the time-share estate, subject to a lien thereon for all unpaid assessments, charges and expenses. The Association may rely upon evidence of a recorded deed as evidence of the transfer of ownership and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE V

The affairs of the Association shall be managed and conducted by a Board of Directors. The number, terms of office and provisions regarding election, removal and filling of vacancies on the Board of Directors shall be as set forth in the Bylaws of the Association. The initial Board of Directors shall consist of five persons. The names and addresses of the initial Board of Directors who shall hold office until their successors have been duly elected and qualified as provided in the Bylaws are as follows:

Names

Mike Hoepfner
Dale Goodman
Rod Black
Tom Underwood

Addresses

P.O. Box OR
Spirit Lake, IA 51360

ARTICLE V

The initial registered agent of the Corporation shall be Daniel D. Dykstra and the initial registered office of the Corporation shall be 701 Pierce Street, Suite 200, P.O. Box 3086, Sioux City, Iowa 51102.

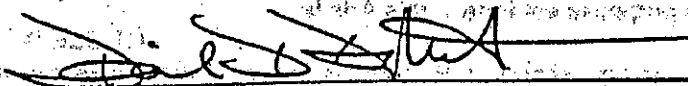
ARTICLE VII

The name and address of the incorporator is Daniel D. Dykstra, 701 Pierce Street, Suite 200, P.O. Box 3086, Sioux City, Iowa 51102.

ARTICLE VIII

No officer, director or member shall be personally liable for any debt or other obligation of the Association except as provided in the Declaration of Time-share Program.

Any assessments or fees collected by the Association or by any managing entity acting on behalf of the Association are held for the benefit of members of the Association and shall not be considered income of the Association. The Association shall indemnify any director or officer or any former director or officer for monetary damages, for breach of fiduciary duty as a director or officer except for liability (i) for any breach of a duty of loyalty to the Association or to members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the officer or director derived an improper personal benefit, or (iv) for any matter in which the person shall be adjudged in a civil or criminal action to be liable for negligence or misconduct in the performance of duty pursuant to Chapter 504A.4(14). Dated this 21st day of March, 1989.


DANIEL D. DYKSTRA, Incorporator

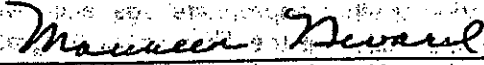
STATE OF IOWA

ss

COUNTY OF WOODBURY

On this 21st day of March, 1989, before me the undersigned Notary Public, personally appeared Daniel D. Dykstra, to me known to be the person named in and who executed the foregoing Articles of Incorporation, and acknowledged execution of same as his voluntary act and deed.

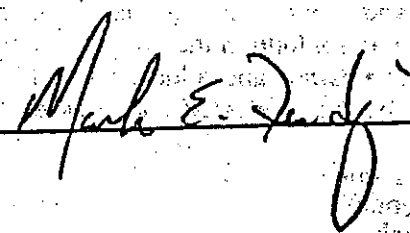



NOTARY PUBLIC in and for said County and State

CONSENT TO USE CORPORATE NAME

Long Lines, Ltd., an Iowa Corporation currently the owner of the assumed name "Sunrise Cove" hereby grants consent to Sunrise Cove Time-share Association, Inc. to use same. Dated this 22nd day of March, 1989.

LONG LINES, LTD.

BY: 

STATE OF IOWA

ss

COUNTY OF WOODBURY

On this 22nd day of March, 1989, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Ferdig, to me personally known, who being by me duly sworn, did say that he is the Vice 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 corporation by authority of its Board of Directors; and that Mark E. Ferdig, 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 voluntarily executed.

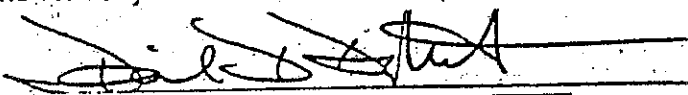

NOTARY PUBLIC in and for said County and State
Daniel D. Dykstra

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DECLARATION OF TIME-SHARE PROGRAM FOR SUNRISE COVE

VILLAGE LAKESHARES, L.P., an Iowa corporation (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Declaration of Time-share Program as if fully and completely set forth in the text hereof.

I. SUBMISSION STATEMENT

Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

- A. The real property designated and described in Exhibit A attached hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase I;
- B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

The Developer intends to develop the Time-share Program in phases, of which this original Declaration of Time-Share Program submits the initial phase to time-share ownership. The description of the subsequent phases and the impact upon the initial phase are more fully described in Article V hereunder. However, notwithstanding the foregoing, the Developer is not obligated to dedicate future phases to the Time-Share Program, and all future phases will be established by amendments to this Declaration of Time-Share Program.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

The name by which this Time-share Program is to be identified shall be SUNRISE COVE.

II. DEFINITIONS

Unless the context of the Iowa Time-share Act otherwise requires, the terms in this Declaration of Time-share Program, By-laws and Exhibits attached hereto, and all amendments thereof, shall have the meaning stated hereinbelow and the following definitions shall prevail:

1. "Assessment" means a share of the funds required for the payment of Common Expenses which are assessed against the Time-share Estates from time to time.

2. "Association" means Sunrise Cove Time-share Association, Inc., an Iowa not for profit corporation, the entity responsible for the management and operation of the Time-share Program.

3. "Association Property(ies)" means such property (ies) as is owned by the Association from time to time in accordance with the terms of this Declaration of Timeshare Program.

4. "Board of Directors" means the representative body responsible for administration of the Association.

5. "Bonus Time" means a period of time as set forth in Article XI wherein owners of Time-share Estates, although deeded a specific plan, are given an opportunity, for a fee, to have additional use of a Unit and must request the use of a Unit for a period of time established each year according to the Rules and Regulations for Bonus Time, as set forth in the Rules and Regulations, Exhibit 1 to the Bylaws which are Exhibit C.

6. "Bylaws" means the Bylaws of the Association, as they exist from time to time.

7. "Common Elements" means the portions of the Time-share Property not included in the Units, including Limited Common Elements, the tangible personal property required for maintenance and operation of the Time-share Property, even though owned by the Association, and the following:

- (a) an easement of support in every portion of a Unit which contributes to the support of the Time-share Property;
- (b) an easement for the purpose of installation, maintenance, operation, repairs and replacement of all sewer, water, power and telephone lines, mains, conduits, wire and any and all other equipment or machinery necessary or incidental to the proper functioning of any public or private utility or telephone system or cable television system, or other devices later installed in the units or the common elements; and
- (c) the property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

8. "Common Expenses" means the expenses properly incurred by the Association for the Time-share Property; for which expenses the Unit owners are liable to the Association. These expenses include, but are not limited to repair, maintenance, and cleaning of Units for normal wear and tear; repair and replacement of furniture, fixtures, appliances, carpeting, utensils, structure roof and other structure;

casualty and/or liability insurance on the Unit and the contents included in the Time-share Program; facilities fees, cable t.v. fees, Association expenses; security; utilities; management fees; personal property, real estate, and any other applicable taxes; any other expenses incurred in the normal operations and maintenance of the Units.

9. "Common Surplus" means the excess of all receipts of the Association including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over and above the amount of Common Expenses.

10. "Day" means a period of time associated with the use of a Unit. Days are computed as follows: Day #1 is a twenty-four (24) hour period of time commencing on Friday, Saturday or Sunday at 10:00 a.m. Central Standard Time (or Central Daylight Time depending on the time of the year) and ending at 10:00 a.m. C.S.T. (or C.D.T.) on Friday, Saturday or Sunday. Day #2 is the next succeeding twenty-four (24) hour period. Additional Days up to and including Day #7, are computed in a like manner. Notwithstanding the foregoing definitions, the Developer, by amendment to this Declaration for one or more future phases, may re-define Day #1 and the succeeding twenty-four (24) hour periods such that Day #1 commences on other than a Saturday. As provided in Article XII (E), some restrictions on occupancy may apply on Day #1 to provide for cleaning and preparation of the Unit.

11. "Declaration" or "Declaration of Time-share Program" means this instrument as it may be from time to time amended.

12. "Designated Days" or "Designated Unit Week" means the Time-share Period assigned to an owner for use pursuant to the Floating Time reservation system.

13. "Designated Unit" means the unit assigned to an owner for use pursuant to the Floating Time reservation system.

14. "Facilities" means amenities, including any structure, service, improvement, or real property, improved or unimproved, other than the Time-share Unit, which is made available to Unit owners by license agreement or otherwise.

15. "Fixed Time" means a schedule in which a unit owner is entitled to the use of the specific Time-share Period which coincides exactly with the Time-share Estate conveyed.

16. "Floating Time" means a schedule as set forth in Article XII wherein owners of Time-share Estates, although deeded a specific Time-share Estate with an associated Time-share Period under the Time-share Program, are restricted as to the period of time they can use a Unit and must request the use of a Unit for a period of time each year according to the Rules and Regulations for Floating Time.

17. "Institutional Mortgagee" means a bank, savings and loan association, insurance company or pension fund authorized to do business in the United States of America, or a lender generally recognized in the community as an institutional-type lender, or the Developer in connection with purchase money notes and mortgages of Time-share Estates.

18. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of certain Unit or Units, to the exclusion of all other Units.

19. "Management Agreement" means and refers to any agreement which provides for the management and operation of the Time-share and Association Property.

20. "Management Firm" or "Managing Entity" means and refers to the entity identified as the Management Firm in the Management Agreement, its successors and assigns.

21. "Occupant" means the person or persons, including the owner, in possession of a Time-share Unit.

22. "Rules and Regulations for Bonus Time" means the initial Rules and Regulations and any amendments thereto which govern the reservation, possession, use and enjoyment of Time-share Estates subject to Bonus Time as included in the Rules and Regulations for Sunrise Cove.

23. "Rules and Regulations for Floating Time" means the initial Rules and Regulations and any amendments thereto promulgated from time to time by Developer, which govern the reservation, possession, use, and enjoyment of Time-share Estates subject to Floating Time as included in the Rules and Regulations for Sunrise Cove.

24. "Special Charge" means a charge, in contrast to an Assessment, which is not assessed against all owners but is assessed against a single owner or owners; for example, a charge imposed against an owner for reimbursement of monies spent by the Association to repair damages to the Common Elements caused by the negligence or willful conduct of an owner.

25. "Time-share Estate" means a right to occupy a Time-share Unit, coupled with an interest in real property that has the character and incidents of an estate in fee simple.

26. "Time-share Instrument" means a document by whatever name denominated creating or regulating the Time-share Program, but excluding any law, ordinance, or government regulation.

27. "Time-share Period" means the period of time when an owner of a Time-share Unit is entitled to the possession and use of the accommodations or facilities, or both, of a Time-share Plan.

28. "Time-share Program" means an arrangement, plan or scheme, other than an exchange program, for Time-share Estates in Time-share Property, whereby the ownership rights in or a right to use Time-share Units or Facilities, or both, circulates among purchasers of the Time-share Estates according to a Fixed Time or Float Time schedule on a periodic basis occurring over a period of time.

29. "Time-share Property" means one or more Time-share Units subject to the same Time-share Instrument, together with any property or rights to property appurtenant to those units.

30. "Time-share Unit" or "Unit" means the real property or the real property improvement in a Time-share Program which is divided into Time-share Periods, together with the undivided share in the common elements which are appurtenant to the Unit.

31. "Unit Week" means a period of time associated with the use of a Unit. Unit Weeks are computed as follows: Unit Week #1 is the seven (7) Days commencing on the first Friday, Saturday or Sunday in a calendar year with Day #1 and continuing through Day #7. Unit Week #2 is the seven (7) Days succeeding. Additional weeks up to and including Unit Week #51 are computed in a like manner. Unit Week #52 contains the seven (7) Days succeeding the end of Unit Week #51 without regard to the month or year. Unit Week #53 contains the seven (7) Days succeeding the end of Unit Week #52, and arises only when the first Day in Unit Week #53 falls in the same calendar year as the first Day of Unit Week #52, and occurs approximately once every six (6) years. A Unit Week runs from 10:00 a.m. on the first Friday, Saturday or Sunday of the Unit Week purchased. Notwithstanding the foregoing definitions, the Developer, by amendment to this Declaration for one or more future phases, may revise the first and last Day of a Unit Week as set forth hereinabove under the definition of a Day.

III. DESCRIPTION AND IDENTIFICATION OF UNITS

The Units in Phase 1 of the Time-share Program are identified and designated as set forth in Exhibit A and are comprised of two townhouse Units and five hotel/motel Units.

Each Unit consists of: (1) the volume of space enclosed by the unfurnished inner surface of perimeter walls, and floors thereof, and the ceiling planes including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space, and including the volume of space enclosed by any balcony or terrace; (2) all interior dividing walls and partitions (including the space occupied by such interior walls and partitions) excepting load-bearing walls and partitions, and (3) the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), ceilings and floors consisting of wallpaper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as part of the physical structure of the Unit. No pipes, wires, conduits or other utility lines or installations constituting part of the overall systems designed for the service of any particular Unit, or any of the structural members or portions of any kind, including fixtures and appliances within the Unit, which if removed would jeopardize the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any Unit.

The Time-share Property consists of all Time-share Units and other improvements as set forth in Exhibit A attached hereto, and for purpose of identification, Units on the property are given identifying numbers and are delineated and identified in Exhibit A, hereto attached and made a part of this Declaration. (See Appendix of Exhibits) No Unit bears the same identifying number as does any other Unit. The aforescribed identifying number as to the Unit is also the identifying number as to the Time-share Unit. The said Exhibit A contains a description of the land, graphic description of the improvements, and a floor plan, and together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit. The legend and notes contained within the said Exhibits are incorporated herein and made a part hereof by reference.

Developer reserves the right to sell or retain for its use all Units.

IV. COMMITTING A UNIT TO FIXED TIME OR FLOAT TIME

All Time-share estates shall be Fixed Time estates or Floating Time estates. A Unit shall become committed to Fixed Time or Floating Time upon the first sale in the Unit conveying a Time-share Estate from the Developer to a purchaser. Notwithstanding the above, the Developer may assign its right to commit Units to Fixed Time or Floating Time to any other entity to which it conveys substantially all Units which it owns at the time in the Time-share Program.

There are seven (7) Units in Phase 1 of the Time-share Program. If all of the phases for the existing properties at Village West Resort are developed as proposed, there will be up to a total of one hundred thirty-seven (137) Units in the Time-share Program, each of which would contain Time-share Estates composed of fifty-two (52) separate Time-share Periods of one (1) Unit Week each resulting in a maximum of seven thousand one hundred and twenty-four (7,124) Time-share Estates with Time-share Periods of a Unit Week each in the Time-share Program. Approximately each sixth (6th) year there will also be created a fifty-third (53rd) Time-share Period of a Unit Week defined as Unit Week #53 hereinabove, the usage of the Time-share Estate for which will be assigned to week #52. For purposes of the Time-share Program, if all Units were committed to Fixed Time, there would be a maximum of six thousand one hundred sixty-five (6,165) Time-share Periods of a Unit Week each to be sold plus the fifty-third (53rd) Time-share Period of a Unit Week approximately each sixth (6th) year which would not be sold. Seven (7) Time-share Periods of a Unit Week each will be designated as Bonus Time so that repairs and maintenance can be performed as needed. When not needed for repairs and maintenance as noted in Article XI, these seven (7) weeks or any portion thereof, will be available to owners of the Time-share

Estates for a small housekeeping fee. Alternately, if all Units were committed to Floating Time, there would be a maximum of 7,124 Time-share Periods of a Unit Week each to be sold plus the 53rd Time-share Period of a Unit Week approximately each sixth year which would not be sold.

In the event any owner becomes holder of record title to all 45 Time-share estates in any one Fixed Time Unit, that owner may cause the Association to convey the Bonus Time conveyed to the Association to it by notifying the Association, in writing, of its desire that said Unit cease being a Unit committed to Fixed Time. The Association shall execute the necessary papers to complete said conveyance, no later than sixty (60) days after notice. All expenses of said conveyance, including transfer tax and recording fees, shall be borne by the owner desiring such conveyance.

V. PHASE DEVELOPMENT

The Developer, hereby retains the right, at any time, to submit to time-share form of ownership by amendment to this Declaration, additional phases. The Time-share Program is expandable to include an additional 40 townhouse Units, approximately 90 additional hotel/motel Units reconfigured from 120 rooms, and new Units to be constructed at Village West Resort ("New Units"). The Developer holds title to real estate on which the 40 townhouse Units and approximately 42 additional hotel/motel Units are built. The Developer reserves the right, in its sole discretion, to elect to develop or not to develop any phase. Developer further reserves the right to determine, in its sole discretion, to develop and submit any phase. Additional phases will each consist of at least five (5) Units, in either townhouse Units, motel/hotel Units, or New Units. All New Units will be the same or better quality as the Units in Phase I. Each townhouse or hotel/motel Unit in additional phases will be of a similar design and construction as the Units shown in Exhibit A. (See Appendix of Exhibits) The Developer reserves the right to make non-material changes in the legal description of a subsequent phase and to select the type of Unit to be added and the order of adding them.

As in the initial phase, each Unit in any phase added to the Time-share Program shall have appurtenant to it forty-five (45) votes if a Fixed Week and fifty-two (52) votes if a Floating Week (since neither Bonus Time periods nor Unit Week #53 will have voting rights associated with them) and each owner shall automatically become a member of the Association. If and when a subsequent phase is added, the total number of votes which may be cast by members of the Association shall increase accordingly and the percentage interest in the common areas of those owning Time-share Estates will decline accordingly.

VI. OWNERSHIP OF COMMON ELEMENTS

Each Unit owner shall own an undivided interest in the Common Elements. If and as subsequent phases are added, the Common Elements shall include the property described in the recorded supplement or amendment to this Declaration to the same extent and nature as in this initial phase. The undivided interest in the Common Elements for Phase 1 is set forth in Exhibit A. The fee title to each Time-share Estate shall include both the Unit and the above respective undivided interest in the Common Elements to be deemed conveyed or encumbered with its respective Unit. Any attempt to separate the fee title to a Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void.

VII. VOTING RIGHTS

There shall be one person with respect to each Unit Week who shall be entitled to vote at any meeting of the Association and such person shall be known (and is hereinafter referred to) as the "Voting Member". If a Unit is owned by more than one person the owners of said Unit shall designate one of them as the Voting Member, or in the case of a Unit owner which is not a real person, e.g., a corporation or partnership, an officer, employee or other designated person thereof shall be the Voting Member. The

designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the Bylaws of the Association.

There shall be forty-five (45) votes for each Unit committed to a Fixed Time, there shall be no voting rights associated with Unit Week #53 or Bonus Time weeks, and fifty-two (52) votes for each Unit committed to a Floating Time. The vote of a Unit not committed to Fixed Time or Floating Time is not divisible, has fifty-two (52) votes, and the block of fifty-two (52) votes shall be voted the same.

VIII. COMMON EXPENSES AND SURPLUS:

The Common Expenses and Common Surplus of the Time-share Program shall be shared by the owners of the Units in the same proportions as established by the Board of Directors of the Association from time to time based on square footage, real estate tax assessments, reliance on outside utilities, and other similar factors. Upon transfer of a Time-share Estate by an owner, the rights in any Common Surplus shall pass as an appurtenance to the Time-share Estate and inure to the benefit of the transferee.

IX. MAINTENANCE FEE

All owners of Time-share Estates are responsible for a "maintenance fee" to pay for Common Expenses. No maintenance fee will be charged to Unit Week #53. To the extent receipts from Bonus Time do not cover the fee, the owner of the weeks, i.e. the Developer or the Association, will pay the maintenance fee associated with those weeks. (Subject to the limitations on Developer's obligation noted herein.)

The maintenance fee shall be prorated among all owners of Time-share Estates in a specific Unit and is calculated for a Time-share Estate whose Time-share Period consists of a Unit Week by multiplying the maintenance fee for the Unit by a fraction, the numerator of which is one (1) and the denominator of which is forty-five (45) for Fixed Week or fifty-two (52) for Floating Week. With respect to any Time-share Estates owned by the Developer, Developer will pay the maintenance fees (except as to fees designated for reserves) attributable to the Units but only to the extent necessary to cover a shortfall between receipts and actual expenses. Developer will not be liable for any shortfall that arises due to other owners non-payment of their proportionate share of fees. Any individual or entity other than Developer, holding record to all time-share estates in any one Unit shall be responsible for all Common Expenses for said Unit and the maintenance fee shall be adjusted as determined by the Board of Directors.

X. ASSESSMENTS, SPECIAL CHARGES, AND COLLECTION

The Association, through its Board of Directors, shall have the power to fix and determine from time to time, the sum or sums necessary and adequate to provide for the Common Expenses of the Time-share Program and such other Assessments as are specifically provided for in this Declaration and Exhibits attached hereto. The procedure for the determination of all such Assessments shall be as set forth in the Bylaws of the Association and this Declaration and the Exhibits attached hereto. The Board of Directors of the Association shall have the authority to establish due dates for payment of Assessments and penalties for non-payment when due.

The Common Expenses shall be assessed against each owner as provided for in Articles VIII and IX hereinabove. A Unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments and maintenance fees coming due while an owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the Common Expenses up to the time of such voluntary

conveyance, without prejudice to the right of the grantee to recover from the grantor the amounts paid by the grantee therefor.

No owner may become exempt from liability for payment of the maintenance fee by waiver of the use and enjoyment of any of the Common Elements or Association Property or by the abandonment of the Time-share Estate.

The Association shall have a statutory lien on each Time-share Estate for unpaid maintenance fees, together with interest thereon, unless otherwise prohibited by law, against the owner of such Time-share Estate, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record or tax liens on the parcel in favor of any assessing unit and special district, and sums unpaid on the first mortgage of record. Reasonable attorney's fees and court costs incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Unit owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interests.

The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose a lien, and it may apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the owner shall be required to pay a rental at the then published rental rate or a reasonable rate if none is established for the Time-share Estate for the period of time said owner utilized the Unit beyond the date entitled to, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit owner and/or occupant.

In the case of a lien against an owner of a Time-share Estate, said lien shall be limited to the Time-share Estate(s) owned by said owner and shall not encumber the property, real or personal, of any other owner of a Time-share Estate in said Unit. Said lien shall be effective as, and in the manner provided for above and by the Iowa Time-share Act, which shall control in the case of conflict except where permissible variances are allowed.

When an institutional mortgagee or other purchaser of a Time-share Estate obtains title by a purchase at the public sale resulting from the mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or such as a result of a deed given in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of Common Expenses or Assessment attributable to such Time-share Estate, or chargeable to the former owner which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses, Assessments, or special charges shall be deemed to be Common Expenses collectible from all of the unit owners, including such acquirer, his successors, and assigns.

Developer does not guarantee the budget. However, the Developer has agreed, if necessary, to voluntarily subsidize the operation of the Time-share Program through December 31, 1989 by making up any shortfall in receipts required to pay actual expenses (not including reserves). The Developer shall not be required to make up any shortfall in revenues due to owners' (other than the Developer) non-payment of their proportionate share of assessments or maintenance fees. After December 31, 1989, the Developer may elect to, but is not obligated to further subsidize the operation of the Time-share Program, if necessary.

XI. MAINTENANCE PERIODS

Upon conveying seventeen weeks of Unit Weeks 1 - 17 and 44 - 50 in any Time-share Unit, the Developer agrees to convey and the Association agrees to accept the remaining Time-share Periods within Weeks 1 - 17 and 44 - 50 to be used for Bonus time. The Developer shall have the right to choose the Time-share Estates to be so conveyed, and at this time it anticipates conveying variable Unit Weeks as dictated by sales.

For units with Time-share Estates subject to Floating Time, maintenance will be done when the Unit is unoccupied from time to time as necessary.

XII. USE AND OCCUPANCY

A. Residential Use Restriction: The owner of a Unit and the members of owner's family, social guests, lessees, licensees and invitees shall occupy and use the Unit (subject to Developer's reserved rights for utilization of a Unit as described herein) for residential purposes only and no commercial use. Notwithstanding the foregoing, nothing in the Declaration shall be construed to restrict the Developer, or any successor in interest to the Developer, from selling and/or conveying any Unit under a Time-share Program or any person, group of persons, corporation, partnership, or other entity, from selling, reconveying, or in any other way, transferring same, at any time under a Time-share Program. Furthermore, the Developer reserves the right to utilize any of the Units for rental or other commercial purposes prior to its sale or to sell a Unit subject to a lease. Leasing, renting or exchanging use rights of a Time-share Estate(s) within a Unit is not prohibited. For purposes of this Article, Units or Time-share Estates reacquired by the Developer through foreclosure or forfeiture proceedings or otherwise, shall be treated as original unsold Time-share Estates.

B. Prohibited Acts: The Unit owners shall not permit or suffer anything to be done or kept in a unit which will increase the rate of insurance assessed as a Common Expense, or which will obstruct or interfere with the rights of other Unit owners, or annoy them by unreasonable noises, or otherwise, or which will violate the Rules and Regulations of Sunrise Cove; nor shall the unit owners commit or permit any nuisance, immoral, or illegal acts in or about the Time-share or Association Property.

C. Restrictions on Alterations: The owner of a Unit shall not cause anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the Units nor the Limited Common Elements or the Common Elements, nor shall they cause any type of plant, shrubbery, flower, vine or grass outside their Unit, nor shall they cause awnings or storm shutters, screens, enclosures and the like to be affixed or attached to any Units, Limited Common Elements or Common Elements; nor shall they place any furniture or equipment outside their Unit except with the prior written consent of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Time-share Property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association.

D. Common Elements: No person shall use the Common Elements and Limited Common Elements or any part thereof, or a Unit, or the Time-share or Association Property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.

E. Restrictions on Occupancy During Day #1: Notwithstanding the fact that ownership of and/or use rights in a Time-share Estate in a Unit commences at 10:00 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) on Day #1, in order to allow the Association, or Management Firm, if applicable, to clean and prepare a Unit for occupancy by the next succeeding

owner(s) or authorized user(s) of a Unit during the next succeeding Time-share Period, occupancy of a Unit on Day #1 shall not begin prior to 4:00 p.m. C.S.T. (or C.D.T., if applicable). The Association, or Management Firm, in its sole discretion, may permit occupancy prior to 4:00 p.m. C.S.T. (or C.D.T., if applicable), so long as it does not interfere with its clean-up and preparation of the Unit for the next succeeding Time-share Period's use.

F. Restrictions for Bonus Time: The Rules and Regulations for Bonus Time contained in the Rules and Regulations for Sunrise Cove shall describe specific procedures for reserving use periods for Time-share Estates subject to Bonus Time.

XIII. MAINTENANCE AND ALTERATIONS

A. The Association may enter into a contract with any firm, person or corporation, or may join with other associations and entities in contracting for the maintenance and repair of the Time-share or Association Property and may enter into an agreement for or may join other associations and entities in entering an Agreement for the management of the Time-share or Association Property and enter into agreement with the contractor or manager all the powers and duties of the Association, except such as are specifically required by this Declaration, the Bylaws, or Iowa law to have the approval of the membership of the Association or not to be delegable or assignable. The Association may enter into a Management Agreement, which encompasses the provisions of this paragraph.

B. Each owner of a Time-share Estate agrees:

1. To pay a proportionate share of the cost of the maintenance and repair of all interior and exterior components of said Unit, the cost of maintenance, repair and replacement of all appliances, furniture, carpeting, fixtures, equipment, utensils, and other personal property within said Unit, and such other costs of repairs, maintenance, upkeep and operation of the Unit as is necessary to the continued enjoyment of said Unit by all owners of Time-share Estates therein.

2. Not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the Common Elements, Limited Common Elements, outside or exterior portion of the buildings whether within a Unit or part of the Limited Common Elements or Common Elements, exterior or interior of the Unit, or of the furnishings, appliances, personal property, or decor thereof, without the prior written consent of the Board of Directors of the Association.

3. Expenses of repairs or replacements to the Unit or its components, furnishings, carpeting, appliances, or other property, real, personal, or mixed, occasioned by the specific use or abuse of any owner of Time-share Estates in any Unit, or any licensee or tenant of said owner, shall be borne in their entirety by said owner.

4. The Association, by its Board of Directors, shall determine the interior color scheme, decor and furnishings, of each such Unit, as well as the proper time for redecorating and replacements thereof.

5. To allow the Board of Directors, or the agents or employees or any Management Firm or the Association, to enter into any Unit during reasonable times for the purpose of maintenance, inspection, repair, replacement of the improvements within the Units, Limited Common Elements, or the Common Elements, or to determine in case of emergency, circumstances threatening Units or persons therein, Limited Common Elements or the Common Elements, or to determine compliance with the provisions of this Declaration and the Bylaws of the Association.

6. To show no signs, advertisements or notices of any type on the Common Elements, Limited Common Elements, or owner's Unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association.

C. In the event the owner of a Unit (or any authorized user thereof) fails to maintain the said Unit and Limited Common Elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy a special charge against the owner of a unit for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Any such levy of a special charge shall be limited to the Time-share Estate owned by said owner.

The Association shall have the further right to have its employees or agents, or any sub-contractors appointed by it, enter a Unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association, to enforce compliance with the provisions hereof.

D. The Association shall determine the exterior color scheme of the buildings and all exteriors, and interior color scheme of the Common Elements, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Board of Directors of the Association.

XIV. USE OF COMMON ELEMENTS

The Association, its members, the Developer and its successors and assigns and all parties who own an interest in and to the Time-share Property agree that they shall not have any right to bring any action for partition or division of same, and said parties do hereby waive said rights of partition or division.

The owners hereby covenant and agree to be bound by all of the Rules and Regulations of Sunrise Cove pertaining to use of the Common Elements and Facilities, and said parties shall obey same and be responsible for their being obeyed by their families, guests, invitees, lessees and servants.

Any person who is the owner of a Time-share Estate, together with members of his family, social guests, lessees, invitees and licensees, may use the Facilities. Where a Time-share Estate owner is other than a natural person, the use of said Facilities shall be limited, at any one time, to an officer, director or employee of a corporation who is in actual residence, and such individual shall be deemed to be the Unit owner for the purpose of this paragraph. This shall also be true for partnerships (e.g. partner or employee) or other legal entities. Where a Unit owner leases the Time-share Estate, the lessee shall be entitled to the use of the Facilities, and said lessee's rights thereto shall be the same as though said lessee were the Unit owner, and during the term of said lease, the Unit owner and family shall not be entitled to the use of the Facilities. Use of the Facilities shall be limited to the assigned use period for a given year.

XV. LIMITED COMMON ELEMENTS

Those real property areas reserved for the use of a certain Unit owner or owners, to the exclusion of other Unit owners, are designated as "Limited Common Elements", and are identified in Exhibit B. The tangible personal property located within a Unit shall be conveyed to the Association as Association Property concurrent with recording of this Declaration but shall be used exclusively by owners or authorized users of a Unit during their authorized use period as Limited Common Elements. Any expense for the maintenance, repair or replacement relating to Limited Common Elements shall be treated as and paid for as part of the Common Elements of the Association, unless otherwise specifically provided in this Declaration and Exhibits attached hereto.

XVI. THE ASSOCIATION AND ASSOCIATION PROPERTY

The operating entity of the Time-share Program, the Association, has been organized pursuant

to Chapter 504A, Code of Iowa, as a corporation not for profit. It shall have all the powers and duties set forth in the Iowa Time-share Act, this Declaration, the Bylaws, its Articles of Incorporation, and Chapter 504A, Code of Iowa.

Every Time-share Estate owner, whether ownership has been acquired by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall automatically become and remain a member of the Association as long as such owner owns a Time-share Estate, and such owner shall be bound by the Bylaws, the Articles of Incorporation of the Association, Rules and Regulations, the provisions of this Declaration, and any agreement pertaining to the operation and management of the Time-share Program.

Subsequent to the filing of this Declaration, the Association, when authorized by a vote of two-thirds (2/3) of the total vote of the members of the Association may, together with other Time-share associations and others, purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or Facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Time-share Project intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

The Developer has retained ownership of the adjacent Village West Resort and recreational facilities.

Should the Developer decide to develop other areas as separate Time-share Programs or otherwise, then the owners of these separately developed areas may have some right to use of the adjoining recreational facilities together with Sunrise Cove owners, and the Developer may create a master association to operate and manage these areas to which Sunrise Cove owners and owners in the other Areas referenced above will automatically become members, and the Developer may convey all or part of the recreational areas to such master association and each owner, by accepting a deed to a Time-share Estate(s) consent to formation of and becoming a member of such master association and grants a limited power of attorney to the Developer for such purpose of creating such master association with such owner becoming a member. The Developer is not obligated to do so.

Relative to Association Property:

A. The Association agrees that it will accept title to properties to be conveyed from the Developer and will hold same for the use and benefit of all Unit owners.

B. The Association shall operate and administer such properties, including the collection of any income therefrom and the payment of all costs and expenses incurred therewith. All income shall inure to the benefit of the Association and all such expenses are and shall be Common Expenses of all Time-share Estates, assessable and collectible by the Association, against all the owners in the manner provided by this Declaration and the Bylaws.

C. The Association agrees that if any interests in properties are conveyed to or administered by other associations, organizations and owners, it will enter into and carry out such agreements with such associations relative to the use, maintenance, income, expenses and administration thereof as may be required.

D. All maintenance and replacement of equipment and property shall be the responsibility of the Association, which shall establish appropriate reserves for such purposes.

E. The Developer herein, its successors and assigns, shall have such easements in and to the Association Property, as may be necessary to provide utility services for other lands designated for future phases and shall have also the right to use roadways and walkways as it may deem necessary from time to time in connection with sales, resales or rentals, or further development of the land designated for future phases.

F. All expenses incurred in connection with the maintenance of Association Property, including but not limited to, real estate taxes, repair expenses and upkeep shall be deemed a Common Expense of the Association and shall be paid as herein provided.

XVII. BYLAWS

The operation of the Time-share Property shall be governed by the Bylaws of the Association attached hereto as Exhibit C and made a part hereof.

The Bylaws may be amended in the manner provided for therein, but no amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Time-share Estate, or which would change the provision of the Bylaws with respect to such mortgages, without the written approval of all mortgagees of record. No amendment shall change the rights and privileges of the Developer without the Developer's written approval.

XVIII. INSURANCE PROVISIONS

A. INSURANCE

1. Purchase of Insurance:

(a) The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements to the Time-share Property, together with such other insurance as the Board of Directors of the Association deems necessary in and for the interest of the Association, all Unit owners and their mortgagees, as their interests may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually; and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit owners as part of the Common Expense. The named insured shall be the Association, individually and as agent for the Unit owners, without naming them, and as agent for their mortgagees. Notwithstanding the certain types of insurance and amounts of coverage required to be obtained pursuant to this Article, in obtaining insurance the Board of Directors may consider such factors as availability of types of insurance and the market for insurance premiums in deciding which type of insurance and the amounts of coverage to obtain.

(b) Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the insurance trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses. Insurance policies issued to individual Unit owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without the rights of subrogation against the Association.

2. Coverage:

(a) Casualty: All buildings and improvements upon the Time-share Property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation

and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

- (1) Loss of damage by fire and other hazards covered by a standard extended coverage endorsement; and
- (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction; location and use as the buildings on the Time-share Property, including but not limited to vandalism and malicious mischief.

(b) All such hazard policies issued to protect buildings shall provide that the word "building", wherever used in the policy, shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual units initially installed, or replacements thereof of like kind or quality, in accordance with the way they existed at the time the Time-share Estate was initially conveyed. With respect to the coverage provided for by this paragraph, the Time-share Estate owners shall be considered additional insureds under the policy.

(c) Public Liability: Public liability insurance shall be obtained in such amounts and with such coverage as shall be required by the Board of Directors of the Association with cross liability and endorsement to cover liabilities of the Time-share Estate owners as a group to a Time-share Estate owner and to liabilities of one Time-share Estate owner to another Time-share Estate owner.

(d) Insurance Premiums and Proceeds: Each such policy shall reflect the respective interests of the Association, and all owners of Time-share Estates in each Unit. The premiums shall be a part of the maintenance fee. All losses thereunder shall be payable to the Insurance Trustee hereinafter designated. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined elsewhere, to be divided among all owners of Time-share Estates in such Unit in accordance with their percentage interest in the Unit. Any surplus in such proceeds after repair or replacement, shall be divided among all such owners of Time-share Estates in that Unit in accordance with their respective interests. Deficits shall be treated as part of the maintenance fee next due.

(e) Other Insurance: Other insurance shall be obtained as the Board of Directors of the Association shall determine from time to time desirable.

3. Insurance Trustee; Share of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the Time-share Estate owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance trustee, which shall be designated by the Board of Directors and which may be any bank or trust company in Iowa with trust powers or the Association itself as agent. The insurance trustee shall not be liable for payment of premiums nor for the renewal of the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purpose elsewhere stated herein and for the benefit of the Time-share Estate owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

(a) Common Elements: Proceeds on account of damage to Common Elements represent an undivided share for each Time-share Estate owner, such share being the same as the undivided share in the Common Elements appurtenant to the Time-share Estate.

(b) Time-share Units: Proceeds on account of damage to Units shall be held in the following undivided shares:

- (1) When the Building is to be Restored: For the owners of damaged units in proportion to the cost of repairing the damage suffered by each Unit owner, which cost shall be determined by the Association.
- (2) When the Building is Not to be Restored: An undivided share for each Unit owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.

(c) Mortgages: In the event a mortgage endorsement has been issued as to a Time-share Estate, the share of the Time-share Estate owner shall be held in trust for the mortgagee and the Unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit owner and mortgagee pursuant to the provisions of this Declaration.

4. Distribution of Proceeds: Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the owners in the following manner:

(a) Expense of the Trust: All expenses of the insurance trustee shall be first paid or provision made therefor.

(b) Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to owners with remittance to Time-share Estate owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the owners, remittances to Time-share Estate owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(d) Certificate: In making distribution to Time-share Estate owners and their mortgagees, the insurance trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit owners and their respective shares of the distribution.

5. Association as Agent: The Association is hereby irrevocably appointed Agent for each Unit owner, mortgagee or other lienholder or owner of any other interest in the Time-share Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver release upon the payment of claims.

B. RECONSTRUCTION OR REPAIR AFTER CASUALTY

1. Determination to Reconstruct or Repair: If any part of the Time-share Property shall be damaged by casualty, whether or not it shall be reconstructed or replaced shall be determined in the following manner:

(a) Common Element: If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided herein that the Time-share Program shall be terminated.

(b) Time-share Units: Reconstruction or repair shall be mandatory for any casualty loss or damage to a building(s) containing Units occurring within twenty (20) years from the date of recording of this Declaration. Thereafter, reconstruction or repair shall be mandatory, unless the damaged improvement is a building containing Units, and if Units to which more than seventy-five percent (75%) of the Common Elements are appurtenant are found by the Board of Directors not to be tenable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 30 days after the casualty, the owners holding seventy-five percent (75%) or more of the total interest in the Common Elements agree in writing to such reconstruction or repair.

(c) Certificate: The insurance trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

2. Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property includes Units having appurtenant to them an interest of not less than seventy-five (75%) of the Common Elements, then upon a seventy-five (75%) affirmative vote of the members of the Association.

3. Responsibility: If the damage is only to those parts of one Unit which Unit is owned by one person, then the Unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

4. Estimates of Costs: Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

5. Assessments: The amount by which an award of insurance proceeds to the insurance trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all Unit owners in proportion to their shares in the Common Elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if, at any time during reconstruction and repair, or upon completion of reconstruction and repair, proceeds are insufficient, special assessments shall be made against the unit owners. Such special assessments on account of damage shall be a Common Expense and be made in proportion to the owner's share in the Common Elements.

6. Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association: If the total assessment made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the insurance trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee: The proceeds of insurance collected on account of a casualty, and the sums deposited with the insurance trustee by the Association from collections of assessments against unit owners on account of such casualty, shall constitute construction funds which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Lesser Damage: If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the insurance trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Association - Major Damage: If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of the Association.

(3) Surplus: It shall be presumed that the first monies disbursed in payment of costs and reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs established, such balance shall be distributed to the beneficial owner of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessment paid by such owner into the construction fund shall not be made payable to any mortgagee.

(4) Certificate: The insurance trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursements from the construction fund are upon the order of the Association or upon approval of an architect or otherwise, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the insurance trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all such matters.

XIX. CONDEMNATION

A. Total Taking by Condemnation. In the event of the taking of all of the Time-share Property by condemnation, the Time-share Program shall terminate and all awards received by owners shall be deposited with the Association, to be aggregated with all award(s) received directly by the Association. In the event that any owner fails to deposit an award, the Board of Directors of the Association may, in their discretion, either levy a charge against the non-depositing owner in the amount of the award or set-off the amount of the award against the sums hereafter payable to such owner. All funds which the Association receives in connection with such total taking of the Time-share Property, together with all other amounts which the Association is then holding, shall be distributed in the same manner as excess proceeds are distributed under Article XVIII hereinabove, subject to the Association's right of set-off as provided in the preceding paragraph of this Article.

B. Partial Taking by Condemnation. In the event of the taking of less than all of the Time-share Property by condemnation, the Time-share Program shall continue and the awards for that taking shall be deposited with the Association, even though the awards may be payable to owners. If an Owner fails to deposit an award, the Board of Directors of the Association may, in their discretion, either levy a charge against the non-depositing owner in the amount of the award, or set-off the amount of the award against the sums, if any, hereafter payable to that owner.

In the event of a taking of less than all of the Time-share Property by condemnation, the size of the Time-share Program will be reduced, the owners of condemned Units will be made whole to the extent of the awards received with respect thereto and charges collected from non-depositing owners, and portion(s) of the Time-share Property damaged by the taking will be made usable in the manner provided below.

C. Association as Agent. The Association is irrevocably appointed as the agent for each owner, mortgagee and other holder of a lien upon a Time-share Estate, and for each owner of any other interest in the Time-share Property, to represent them in any condemnation proceeding with respect to the Time-share Property, and to negotiate and settle all of their claims in such proceeding. Any funds received by the Association as agent for the owners, shall be held in escrow and distributed in accordance with this Article.

D. Unit Reduced but Tenatable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenatable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Time-share Program:

1. Restoration of Unit. The Unit shall be made tenatable. If the cost of the restoration exceeds the amount of the award received and charges levied, the Association shall obtain the additional funds required by levying a special assessment against all owners.

2. Distribution of Surplus. The balance of the award, if any, after restoration shall be distributed to the owner(s) and to the mortgagees having an interest (and in accordance with such interest) in the Unit, the remittance being made payable to the mortgagees to the extent of the amount outstanding (principal, interest and other costs and expenses secured thereby) under its respective mortgage (as certified by each mortgage to the Association).

3. Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to each such Unit and each owner's interest in the Unit therein shall be reduced by the taking, and then the shares in Common Elements of all owners shall be restated as percentages of the total of (a) the numbers representing the original shares in the Common Elements of those Units and owner's interest in the Unit not affected by the taking and (b) the numbers representing the adjusted shares in the Common Elements of those Units and owner's interest in the Unit affected by the taking.

E. Unit Made Untenatable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenatable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Time-share Program:

1. Payment of Award. The less of (a) the market value of each such Unit immediately prior to the taking of the Unit, or (b) the total of the awards received plus charges levied with respect to such Unit, shall be paid to the owner and to each mortgagee having an interest in the Unit in proportion to their respective interests, the remittance being made payable to the mortgagee(s) to the extent of the amount outstanding (principal, interest and other costs and expenses secured thereby) under its mort-

gage (as certified by each mortgagee to the Association).

2. Addition to Common Elements. The remaining portion of the Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work shall exceed the balance, if any, of the funds received by the Association as a result of the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

3. Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to those Units that continue as part of the Time-share Program shall be adjusted to distribute the shares in the Common Elements appurtenant to the unit(s) which are no longer Units as a result of the taking among the reduced number of owners. This shall be done by restating the shares in the Common Elements of continuing owners as percentages of the total of the numbers representing the shares of these owner(s) as they existed prior to the taking.

4. Assessments. If the amount of the award for the taking is not sufficient to pay the amount set forth in Section E(1) hereinabove and to place the remaining portion of the Unit in condition for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by a special assessment levied by the Association against all of the owners who will continue as owners after the changes in the Time-share Program effected by the taking. The special assessments shall be made in proportion to the shares in the Common Elements of those owners after the changes effected by the taking.

5. Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the owner(s) and mortgagees having an interest in the Unit and the Association within 30 days after notice by either party to the other, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all owners in proportion to the shares in the Common Elements of the owners as they existed prior to the changes effected by the taking.

F. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking and any charges levied with respect thereto, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, may be distributed to the owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation or retained by the Association. If the Association decides to distribute the balance and if there is a mortgage of an owner's interest in a Unit, the distribution shall be made to the mortgagee(s) to the extent of the amount outstanding (principal, interest and other costs and expenses secured thereby) under its mortgage (as certified by each such mortgagee to the Association).

G. Amendment of Declaration. The changes in Units, in the Common Elements and in the shares of the Common Elements that are effected by condemnation shall be evidenced by an amendment to this Declaration that need be approved only by a majority of all directors of the Association.

XX. TERMINATION

If all Time-share Unit owners and holders of all liens and mortgages affecting any of the Time-

share Property execute and duly record an instrument terminating the Time-share Program, or if termination arises as set forth above due to destruction or condemnation, the Time-share Property shall be deemed to be terminated and the Time-share Property thereafter owned in common by the Time-share Unit owners. The undivided interest in the property previously owned in Common Elements by each Time-share Unit owner shall then become the percentage of the undivided interest owned by each Time-share Unit owner.

XXI. AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Board of Directors, called and convened in accordance with the Bylaws. An amendment may be proposed either by the Board of Directors or by Time-share Estate owners holding 10% of the voting rights. Passage shall be by the affirmative vote of Directors casting not less than sixty-seven percent (67%) of the vote of all of the Directors of the Association. If the Developer elects to add a subsequent phase(s), it shall record an amendment(s) to this Declaration setting forth the property to be added to the Time-share Program. No approval or action of the Directors, Association, owners or mortgagees shall be necessary for the addition of subsequent phases. Addition of Units will change the percentage ownership of Common Elements and a new schedule of ownership will be fixed with each addition to reflect same.

Unless otherwise permitted herein and by Iowa law, no Amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to a Unit, nor the Unit owner's proportionate share of the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof, and all record owners or mortgagees or others having placed liens thereon, shall join in the execution of the Amendment.

No amendment shall change the rights and privileges of the Developer without the Developer's written approval. Notwithstanding the foregoing paragraphs of this Article:

A. The Developer reserves the right to change the interior design and arrangement of all Units and to alter the boundaries between Units, as long as the Developer owns the Units so altered; however, no change shall constrict the boundaries of the Common Elements, except the partywall between any hotel/motel Units, and except for any Common Elements the principal use of which is for the benefit of a particular Unit(s) in which event Developer may reconfigure the floor plan to add that portion of the Common Element to the Unit, without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in Units, as provided in this paragraph, such changes shall be reflected by the amendment of this Declaration with a survey attached, reflecting any authorized alteration of Units, and said amendment need only be executed and acknowledged by the Developer.

B. The Developer, so long as it owns any interest in the Time-share Estates in the Time-share Program, reserves the right, at any time, without notice to or consent of the Association, mortgagees or owners, to amend the Declaration, as may be required by any lending institution or public body, or in such manner as the Developer may determine to be necessary.

XXII. ENCROACHMENTS

The owners of the respective Time-share Units agree that if any portion of a Unit or Common Element or Limited Common Elements encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a building or buildings are partially or totally destroyed and then rebuilt, the owners of the Time-share Property agree that encroachments on parts of the Common Elements or Limited Common Elements or Units, as afore-described, due to construction, shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

XXIII. AD VALOREM TAXES AND ASSESSMENTS

The owners of each and every Time-share Property shall pay tax assessments for the purpose of ad valorem taxes to the Association as part of the maintenance fee. Nothing herein shall be construed as giving any Time-share Unit owner the right of contribution or any right of adjustment against any other Time-share Unit owner on account of any deviation by the taxing authorities from the valuation herein prescribed. Each Time-share Unit owner will pay the proportionate ad valorem taxes and special assessments as are separately assessed against owner's Time-share Property. For the purpose of ad valorem assessment, taxation and special assessments, the Management Firm will be considered the taxpayer's agent for the Time-share Unit owner.

XXIV. SEVERABILITY

If any of the provisions of this Declaration or the Exhibits attached hereto, or any sections, clauses, phrases, words or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration and the Exhibits attached hereto, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

XXXV. NOTICES

Whenever notices are required to be sent hereunder, the same may be delivered to Time-share Unit owners either personally or by mail, addressed to such owners at their places of residence on file with the Association from time to time. Notices to the Association shall be delivered by mail to the Secretary of the Association, or the President of the Association, or any member of the Board of Directors of the Association. The change of the mailing address of any party as specified herein shall not require an amendment to this Declaration.

Notices to the Developer shall be delivered by mail at:

Iowa Resort Holdings
Attention: President
Box OR
Spirit Lake, Iowa 51360

Notices to the Association shall be delivered by mail at:

Sunrise Cove Time-share Association, Inc
Iowa Resort Holdings
Box OR
Spirit Lake, Iowa 51360

XXVI. DEVELOPER PRIVILEGES

The Developer shall have the right to use Units not yet dedicated to the Time-share Program or Units which have been dedicated but not yet sold, for the purpose of aiding in the sale of Time-share Estates, including the right to use portions of the Time-share or Association Property for parking by prospective purchasers and such other parties as Developer determines. The foregoing right shall mean and include the right to transact on the Time-share or Association Property any business necessary to consummate sales, resales, or rentals of Time-share Estates owned by the Developer, including but not limited to, the right to maintain models, have employees in sales offices, to display and erect signs, billboards and placards, and store, keep and exhibit same, and distribute audio and visual promotional materials upon the Common Elements. Signs, sales and office furniture and equipment and all other items pertaining to Developer's sales operation shall not be considered Common Elements and shall remain the property of the Developer. The Developer retains the right to be the owner of unsold Time-share Estates, under the same terms and conditions as other owners, with its right to sell, rent or lease as contained in this paragraph.

If a Developer holds Time-share Estates for sale in the ordinary course of business, the Association may not take any action that would be detrimental to the sales of Time-share Estates by the Developer without approval in writing by the Developer. However, an increase in maintenance fees without discrimination against the Developer shall not be deemed to be detrimental to the Developer's sales activities.

XXVII. MISCELLANEOUS PROVISIONS

A. Each Time-share Unit owner and the Association shall be governed by and shall comply with this Declaration and the Bylaws attached hereto, as they may exist from time to time. Failure to do so shall entitle the Association or any Time-share Unit owner to recover sums due for damages or injunctive relief, or both. Such actions may be maintained by or against a Time-share Unit owner or the Association in a proper case by or against one or more Time-share Unit owner, and the prevailing party shall be entitled to receive reasonable attorneys' fees. Such relief shall not be exclusive of other remedies provided by law.

B. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Time-share Property.

C. Where a first mortgage, by some circumstance, fails to be a first mortgage, that it is evident that it is intended to be a first mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be a first mortgage.

D. Subject to the statutory implied warranties, if any, the Developer specifically disclaims any intent to have made any warranty or representation in connection with the Time-share Property, except as specifically set forth herein, and no person shall rely upon any warranty or representation not specifically made herein. Maintenance fees, taxes or other charges are estimates only, and no warranty, guaranty or representation is made or intended, nor may one be relied upon.

E. The Association, by its execution of this Declaration, approves same and all of the covenants, terms and conditions, duties and obligations of this Declaration and Exhibits attached hereto. The Time-share Estate owners, by virtue of their acceptance of the deed to their Time-share Estates, and other parties by virtue of their occupancy of Units, hereby approve the foregoing and all of the terms, conditions, duties and obligations of this Declaration and Exhibits attached hereto.

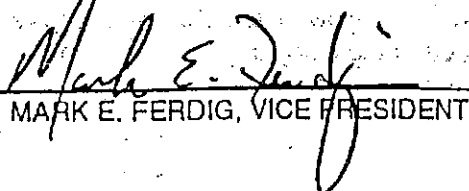
F. No Time-share Estate owner shall bring, or have any right to bring, any action for partition or division of the Time-share Property, nor shall any owner of a Time-share Estate within any Unit have any right to bring any such action with reference to other owners of Time-share Estates in such Unit.

G. Notwithstanding the fact that the present provisions of the Iowa Time-Share Act are incorporated by reference and included herein thereby, the provisions of this Declaration and Exhibits attached hereto shall be paramount to said Acts as to those provisions where permissive variances are permitted; otherwise, the provisions of said Acts shall prevail.

IN WITNESS WHEREOF, Village Lakeshares, L.P., an Iowa corporation, has signed its name by its proper officer, this 23rd day of March, 1989.

VILLAGE LAKESHARES, L.P.

BY:


MARK E. FERDIG, VICE PRESIDENT

STATE OF IOWA

SS

COUNTY OF WOODBURY

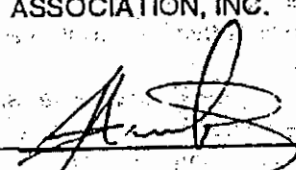
On this 22nd day of March, 1989, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Ferdig, to me personally known, who being by me duly sworn did say that they are the Vice President of the corporation executing the within and foregoing instrument; that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Mark E. Ferdig as such 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.


NOTARY PUBLIC in and for
Said County and State.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, SUNRISE COVE TIME-SHARE ASSOCIATION, INC., an Iowa corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations, and burdens imposed upon it by the provisions of the Declaration of Time-share Program and Exhibits attached hereto.

IN WITNESS WHEREOF, the above-described corporation, an Iowa corporation not for profit, has caused these presents to be signed in its name by its President and attested by its Secretary, this 23rd day of March, 1989.

SUNRISE COVE TIME-SHARE
ASSOCIATION, INC.

BY: 

STATE OF IOWA

SS

COUNTY OF WOODBURY

On this 23rd day of March, 1989, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared D. Jon Winkel, to me personally known, who being by me duly sworn did say that they are 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 corporation by authority of its Board of Directors; and that D. Jon Winkel as such 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.

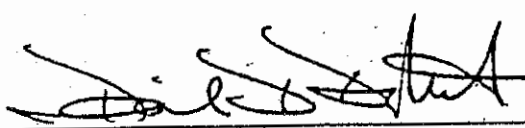

NOTARY PUBLIC in and for
Said County and State.

EXHIBIT "A" PROPERTY INFORMATION

(All Exhibits referenced herein are contained in the Appendix of Exhibits.)

Phase I of Sunrise Cove consists of two (2) existing townhouse units and five (5) existing hotel/motel units located at Village West Resort on West Lake Okoboji, Dickinson County, Iowa. All units are located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area A shows the general location of the townhouses and specifically identifies units 8F and 7F which are being submitted at this time. The legal description of these two units and Area A is set out on Exhibit A-2. Area A is owned by Developer. Each townhouse unit is a two-story wood frame structure on a concrete block crawl space foundation. The structure is a modified A-frame configuration. Side walls are constructed of 2" x 6" studs, 16" on center, sheathed with 1/2" Blandex sheathing and asphalt shingles. End walls are 2" x 4" studs, 16" on center, sheathed with 3/8" rough-sawn cedar siding. Roof is constructed of engineered truss rafters, sheathed with 3/4" plywood and asphalt shingles. All floors are 2" x 10" floor joists under 3/4" plywood sub-floors. The Units 8F and 7F are specifically described as follows:

UNIT #8F Is a townhouse located in the second row north of the beach. It is the first unit on the west end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #7F Is a townhouse located in the second row north of the beach. It is the second unit from the west end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

The initial furniture and personal property to be placed in the townhouse units is as follows:

<u>Furniture:</u>	Headliner, Timbermist	1 ea.	King bedspread
1 ea.	30" Guest table	1 ea.	Sheer and rod
1 ea.	42" round table w/1 leaf	1 ea.	Window treatment and rod
6 ea.	Chairs	1 ea.	Side panels, tie backs, rods
2 ea.	Bar stools		Installation of window treatments
1 ea.	Lounge chair	1 ea.	20" remote TV
1 ea.	Full hide-a-bed, 7" mattress	3 ea.	Throw pillows
1 ea.	End table	<u>Bedroom Two:</u>	Timbermist
1 ea.	Floor lamp	1 ea.	Full headboard
1 ea.	Ceramic lamp	1 ea.	Full bed set, use existing
1 ea.	Picture (over fireplace)	1 ea.	Nightstand
1 ea.	Miniblind	1 ea.	Ceramic lamp
2 ea.	Miniblinds	1 ea.	Picture
3 ea.	Window treatments w/2 rods	1 ea.	Mirror
	Installation of window treatments	1 ea.	Bedspread, full
1 ea.	Hope chest (storage)	1 ea.	Window treatment
6 ea.	Chair pads	<u>Appliances:</u>	
2 ea.	Throw pillows	1 ea.	14 cu. ft. refrigerator
<u>Master Bedroom:</u>		1 ea.	18" dishwasher
1 ea.	King bed	1 ea.	30" electric range
1 ea.	King bed base	1 ea.	Microwave oven/exhaust fan
2 ea.	King headboard	1 ea.	Stack washer/dryer
1 ea.	Lounge chair	<u>Electronics:</u>	
1 ea.	TV Armoire	2 ea.	20" color television w/remote
1 ea.	Desk	1 ea.	VCR
3 ea.	Ceramic lamps	1 ea.	Stereo component system
1 ea.	Floor lamp w/tray	<u>Outdoor Furniture:</u>	
1 ea.	Desk chair	4 ea.	Lounge chair
1 ea.	Picture	1 ea.	36" brunch table

The floor plan for each townhouse unit is shown at A-3.

The 5 hotel/motel units will be located in Area B shown on A-1 and specifically identified on A-9B, the third or top floor. Later units may be in either Area B or Area C, the east and west wings of Village West Resort. Each wing has three floors and are described as follows:

WEST WING Building is a two story structure on top of a fully finished shallow basement. It contains a total of sixty-one rental units; twenty-one on the top floor, twenty on the middle floor, and twenty in the basement. All basement level rooms are three and one-half feet below grade. The three levels are identified as Levels 100, 200, and 300 and are shown on Exhibits A-4, A-5 and A-6. The building is of wood frame construction on eight-inch poured concrete basement walls. Above grade exterior walls are 2" x 6" studs, 16" on center. Individual unit commonwalls are of double wall construction. Each consists of two frames, constructed of 2" x 4" studs, 16" on center, separated by a 1/2" sound board on the corridor side. All interior walls are surfaced with 5/8" gypsum board. Exterior walls are sheathed with 1" Thermax sheathing and 3/8" rough-sawn fir siding. The roof system consists of engineered roof trusses, 24" on center, sheathed with 1/2" CDX plywood and asphalt shingles. The basement floor is 4" poured concrete. Upper level floors are 2" x 10" wood floor joists, 16" on center, with a 3/4" Blandex sub-floor and 1/4" plywood underlayment. The legal description is shown on Exhibit A-2. The Developer, although not holding title to the West Wing, has access to the property through its parent company, Village Resorts, Inc., which holds title.

EAST WING Building is a two story structure with a partial walk-out basement. It presently contains sixty-five rental units; twenty-four on each of the top two floors, and seventeen on the basement level. Seven of the units on the basement level are at grade level. The remaining ten are three and one-half feet below grade. The three levels are identified as Levels 400, 500, and 600 and are shown on Exhibits A-7, A-8, and A-9A. The building is of wood frame construction on eight-inch poured concrete basement walls. Above grade exterior walls are 2" x 6" studs, 16" on center, separated by a 1/2" sound board panel. Corridor walls are constructed of 2" x 4" studs, 16" on center, with a 1/2" sound board on the corridor side. All interior walls are surfaced with 5/8" gypsum board. Exterior walls are sheathed with 1" Thermax sheathing and 3/8" rough-sawn fir siding. The roof system consists of engineered roof trusses 24" on center, sheathed with 1/2" CDX plywood and asphalt shingles. The basement floor is 4" poured concrete. Upper level floors are 2" x 10" hemlock floor joists, 16" on center, with a 3/4" plywood sub-floor and 3/4" gypcrete surface. The legal description is shown on Exhibit A-2. The Developer holds title to the East Wing, Parcel B as shown on A-2.

The hotel/motel units will be comprised of four different types of configurations:

	<u>Floor Plan</u>	<u>Exhibit</u>
Studio	A	A-10
Executive Studio	B	A-11
One Bedroom	C	A-12
Executive Suite	D	A-13

Exhibit A-9 identifies the type of floor plan to be used in the initial 5 hotel/motel units. A general location description of each unit is as follows:

UNIT #610 is a studio unit located in the east wing of the main complex on the third, or top, floor. It is the fifth unit from the west entrance to this wing, on the south side of the common hall. The entrance to the unit is approximately 64 feet from the west entrance door, and is accessed from the common hallway. The unit is approximately 342 square feet and consists of two rooms; the main living area and one bathroom.

UNIT #611 is an Executive Studio Unit located in the east wing of the main complex on the third, or top, floor. It is the sixth unit from the west entrance to this wing, on the north side of the common hall. The entrance to the unit is approximately 76 1/2 feet from the west entrance door, and is accessed from the common hallway. This unit is approximately 422 square feet and consists of two rooms; a studio-type living area and one bathroom.

UNIT #612 is a studio unit located in the east wing of the main complex on the third, or top, floor. It is the sixth unit from the west entrance to this wing, on the south side of the common hall. The entrance to the unit is approximately 76 1/2 feet from the west entrance door, and is accessed from the common hallway. This unit is approximately 342 square feet and consists of two rooms; a studio-type living area and one bathroom.

UNIT #613/#615 is a one bedroom unit located in the east wing of the main complex, on the third, or top, floor. It is the seventh unit from the west entrance to this wing, on the north side of the common hall. The entrance to the unit is approximately 101 feet from the west entrance door, and is accessed from the common hallway. This unit is approximately 684 square feet and consists of four rooms; a living-dining area, one bedroom, and two bathrooms.

UNIT #614/#616 is a one bedroom unit located in the east wing of the main complex, on the third, or top, floor. It is the seventh unit from the west entrance to this wing, on the south side of the common hall. The entrance to the unit is approximately 106 feet from the west entrance door, and is accessed from the common hallway. This unit is approximately 684 square feet and consists of four rooms; a living-dining area, one bedroom, and two bathrooms.

The seven units submitted have the following square footage and initially have the proportionate interest in the Common Elements set forth below (See Ninth Amendment for current listing) dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time</u>	<u>Fixed Time</u>
				<u>Time-share Estate</u>	<u>Time-share Estate</u>
7F	Townhouse	855	20.435	.3929808	.4541111
8F	Townhouse	855	20.435	.3929808	.4541111
610	Studio	342	8.174	.1571923	.1816444
611	Executive Studio	422	10.086	.1939615	.2241334
612	Studio	342	8.174	.1571923	.1816444
613/ 615	1 Bedroom	684	16.348	.3143846	.3632889
614/ 616	1 Bedroom	684	16.348	.3143846	.3632889
TOTAL FOR ALL INTERESTS		4,184	100.000	99.9999988 (45 shares/unit)	99.9999999 (52 shares/Unit)

The Common Elements for Phase 1 consists solely of the hallway located outside the hotel/motel units as shown on Exhibit A-9B. Any interest in common area not allocated to Unit owners will belong to the Association.

These units will contain the following or similar furnishings:

ONE BEDROOM UNITS

Furniture:

1 ea. King headboard, poster style
1 ea. King bed set
1 ea. King bed base
1 ea. 72" Credenza, 6 drawer
1 ea. 30" round table
1 ea. Mirror
2 ea. Nightstands
2 ea. Lounge chairs
2 ea. Pictures
2 ea. Ceramic lamps
1 ea. Floor lamp
1 ea. King bedspread
1 ea. Window treatment, drapery

Living, Dining Area:

1 ea. Armoire
1 ea. Queen size hide-a-bed,
7" mattress
1 ea. 34" round table
4 ea. Chairs w/casters
3 ea. Pictures
1 ea. Coffee table
2 ea. End tables
1 ea. Floor lamp
2 ea. Ceramic lamps
1 ea. Window treatment
2 ea. Throw pillows

Appliances:

1 ea. 5 cu. ft. refrigerator
1 ea. Microwave oven/exhaust fan
1 ea. Electric 4 burner cooktop
1 ea. 18" dishwasher

Electronics:

2 ea. 19" color television w/ remote
1 ea. VCR
1 ea. Stereo component system

Outdoor Furniture:

2 ea. Lounge chair
2 ea. 20" tea table
1 ea. Chaise lounge

STUDIO UNITS

Furniture:

1 ea. Queen headboard,
poster style
1 ea. Queen bed set
1 ea. Queen bed base
1 ea. TV Armoire w/VCR shelf
1 ea. 34" round table
1 ea. Nightstand
1 ea. Full hide-a-bed, 7" mattress
4 ea. Lounge chairs
2 ea. Pictures
1 ea. Ceramic lamp
1 ea. Floor lamp
1 ea. Queen bedspread
1 ea. Window treatment
2 ea. Throw pillows

Appliances:

1 ea. 5 cu. ft. refrigerator
1 ea. Microwave oven/exhaust fan
1 ea. Electric 4 burner cooktop
1 ea. 18" dishwasher

Electronics:

1 ea. 19" color television w/ remote
1 ea. VCR
1 ea. Stereo component system

Outdoor Furniture:

2 ea. Lounge chair
1 ea. 20" tea table

FLOOR PLAN D

EXECUTIVE SUITE

Floor Plan D, Executive Suite, is not being used for any of the initial units being submitted with this Declaration. A detailed floor plan will be filed at the time a unit is submitted to the regime using Floor Plan D.

EXHIBIT "B"

LIMITED COMMON ELEMENTS

The limited common elements for Units 7F and 8F, townhouse units, are the deck areas located off the living area on the main floor of each townhouse.

The limited common elements for Units 610, 611, 612, 613/615, and 614/616, hotel/motel units, are the outside deck areas located off each unit.

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 2. Seal of Corporation
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BYLAWS OF SUNRISE COVE TIME-SHARE ASSOCIATION, INC.
(An Iowa corporation not for profit)

ARTICLE I. IDENTITY

The Association whose name appears at the end of this instrument is an Iowa corporation not for profit, organized and existing under the laws of the State of Iowa for the purpose of administering (but not exclusively) the Time-share Program created by the Declaration of Time-Share Program to which these Bylaws are attached; and the following Bylaws shall govern the operation of said Time-Share Programs and Association.

Section 1. Office of Association: The office of the Association shall be at the Time-share Property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. Seal of Corporation: The Corporation shall have no seal.

Section 3. Definitions: As used herein the word, "Corporation", shall be the equivalent of "Association", as defined in the Declaration of Time-share Program to which these Bylaws are attached. "Owner" or "Unit Owner" shall mean person(s) holding fee simple title to a Time-share Estate, and said definition shall include the Developer, unless specifically excluded, for unsold units dedicated to the Time-share Program but not yet sold, or for Units or Time-share Estates re-acquired through foreclosure or other means. "Board of Administration" or "Board of Directors" or "Board" shall be used interchangeably and shall mean, as used herein, the governing body of the Association. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration of Time-share Program to which these Bylaws are attached, unless specifically defined otherwise.

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership: Membership in the Association shall be limited to and shall be automatic for owners of the Time-share Estates in Time-share Property wherein this Corporation has been designated the Association to operate and administer said Time-share Program by virtue of the Declaration of Time-share Program. Transfer of ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If ownership is vested in more than one person, then the vote of all of the persons so owning said Unit shall be cast by the "voting member", which term is hereinbelow defined. If ownership is vested in a corporation, said corporation shall designate an individual officer or employee of the corporation as its "voting member". Notwithstanding the foregoing, each owner of Time-share Estates in a Time-share Unit shall be entitled to cast a vote.

Section 2. Voting:

(a) Each Unit subject to a Fixed Week plan shall be entitled to forty-five (45) votes. Each Unit subject to a Floating Week plan shall be entitled to fifty-two (52) votes. Each owner of a Time-share Estate wherein the Time-share Period consists of a Unit Week shall be entitled to one (1) vote assigned to the Unit in which the Time-share Estate is owned. Hereinafter, the term, "unit vote" or "vote" shall mean the total of all the votes for each week or Time-share Estate owned by an owner whether that be forty-five (45), fifty-two (52), or one (1), or otherwise.

(b) A majority of the total votes represented at a meeting at which a quorum is present shall decide any question, unless the Declaration of Condominium, Bylaws or Articles of Incorporation of the Association provide otherwise.

Section 3. Quorum: Unless otherwise provided in these Bylaws, the presence in person or by proxy of one-fourth (1/4) of the voting interests (i.e., the presence of owners holding one-fourth (1/4) of the total vote not one-fourth (1/4) of the members) shall constitute a quorum.

Section 4. Proxies: Votes may be cast in person or by proxy in accordance with controlling law. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5). Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Each proxy shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, and the date the proxy was given. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items upon which the holder of the proxy may vote, and the manner in which the vote is to be cast. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place. If such provision is not made, the substitution is not authorized. Every proxy shall be revocable at any time at the pleasure of the owner executing it.

Section 5. Designation of Voting Member: If a Unit is owned by one person, the right to vote shall be established by the recorded title to the Unit. If a Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by other than a real person, e.g., a corporation or partnership, the officer, employee or other individual thereof entitled to cast the vote of the Unit for such legal entity shall be designated in a certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary in the case of a corporation or a general partner in the case of a general or limited partnership, and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member." If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by such legal entity, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said unit is owned by a husband and wife. Such certificates shall be valid until revoked or superseded by a subsequent certificate, or until a change in the ownership of the unit concerned. If a Unit is owned jointly by a husband and wife, the following provisions are applicable thereto.

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a Unit is not divisible).

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

Section 6. Time-share Units: Notwithstanding any other provisions in these Bylaws, each owner of a Time-share Estate shall be entitled to cast the whole vote attributable to the Time-share Estate(s). In the case of a Time-share Unit, the provisions of Section 4, Proxies, and Section 5, Designation of Voting Member, shall apply to each Time-share Estate owned.

ARTICLE III.

MEETING OF THE MEMBERSHIP

Section 1. Place: All meetings of the Association membership shall be held at the Time-share Property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the Meeting, and shall be open to all owners.

Section 2. Notices: It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof, to each owner of record not less than fourteen (14) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the owner as it appears on the books of the Association. Adequate notice of all meetings shall be given to all members as stated in the preceding paragraph and shall be posted at least forty-eight (48) hours in advance, except notice of annual meetings which shall be posted in a conspicuous place on the Time-share Property at least fourteen (14) days prior to the annual meeting. Notice of any meeting where assessments against Unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered as hereinabove described, to each Unit owner at the address last furnished to the Association.

Section 3. Annual Meeting: The annual meeting shall be held at 9:00 a.m., local time, on the fifteenth of November of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next business day following. Notwithstanding the foregoing, in the sole discretion of the Board of Directors, the annual meeting may be held on a different date and at a different time for a particular year so long as the required notice provisions herein are met. At the annual meeting, the members shall elect a Board of Directors, and shall transact such other business as may properly be brought before the meeting.

Section 4. Special Meetings: Special meetings of the members for any purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing thirty-three percent (33%) of the total votes (except for special meetings to recall members of the Board of Directors which only require ten percent (10%) membership vote), which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

Section 6. Adjourned Meeting: If any meeting of members cannot be organized because a quorum is not present, either in person or by proxy, the meeting may be adjourned to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Approval or Disapproval: Approval or disapproval of an owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members.

Section 8. The Management Firm: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to notice of all Association meetings, and shall be entitled

to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

Section 9. Minutes of Meetings: The minutes of all meetings of the owners and the Board of Directors shall be kept in a book available for inspection by owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain minutes for a period to be determined by the Board of Directors, however, said period shall not be less than ten (10) years.

Section 10. Order of Business: The order of business at annual meetings of members and as far as practical at other members' meetings, shall be:

- (a) Call to order
- (b) Election of a chairman of the meeting, unless the President or Vice President is present, in which case he shall preside
- (c) Calling of the roll, certifying of proxies, determination of a quorum
- (d) Proof of notice of the meeting or waiver of notice
- (e) Reading and disposal of any unapproved minutes
- (f) Reports of officers
- (g) Reports of committees
- (h) Appointment of inspectors of election
- (i) Determination of number of directors
- (j) Election of directors
- (k) Unfinished business
- (l) New business
- (m) Adjournment

ARTICLE IV. DIRECTORS

Section 1. Number, Term and Qualifications: The affairs of the Association shall be governed by a Board of Directors composed of not less than five (5) persons, the exact number to be determined from time to time by the Directors. All directors, except those designated by the Developer, shall be members of the Association. All officers or directors of a corporate owner, all general partners of a general or limited partnership, or other such representative of any other legal entity, shall be deemed to be members of the Association so as to qualify as a director herein. The term of each director's service shall extend until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

Section 2. First Board and Election of Directors: The first Board of Directors of the Association who shall hold office and serve until their successors have been elected and qualified, shall consist of D. Jon Winkel, Charles A. Long, Charles J. Maxwell, Peter W. Dietrich, and Larry D. Root. These directors shall serve until Unit owners other than the Developer are entitled to elect directors as set forth in Section 19 of this Article. The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Directors (other than directors appointed by the Developer) shall be elected at the annual meeting of members by the affirmative vote of a majority of the total votes cast either in person or by proxy. If not less than forty-eight (48) hours prior to the time fixed for any Annual or Extraordinary General Meeting of the Association for the election of Directors, members which are assigned no less than five percent (5%) of the total votes shall deliver to the Secretary or any other officer of the Association a request in writing that the election of Directors be by cumulative voting, then each member shall cumulate

member's votes, and may cast for any one or more nominees for Director a vote equivalent to the votes to which such member is entitled multiplied by the number of Directors to be elected at the meeting. Each member shall be entitled to cumulate the member's votes and vote all of them for one nominee or to distribute the member's votes among any one, several, or all of the nominees. The nominees receiving the highest number of votes on the cumulative basis, up to the total number of the Directors to be elected, shall be deemed elected as Directors. A Nominating Committee may be appointed by the Board of Directors to select candidates for election, and the Committee shall nominate not less than one person for each directorship to be filled. Nominations for additional directorships created at the meeting shall be made from the floor. Other nominations also may be made from the floor.

The term of office of non-developer appointed directors shall be until the next annual meeting of the members of the Association. At the first annual meeting where owners other than the Developer are entitled to elect all directors, then a class of directorships shall be created having terms of three (3), two (2), and one (1) years respectively. At the expiration of the initial term of office of each of the foregoing members of the board, the successor shall be elected to serve a term of three (3) years.

Section 3. Removal of Directors: At any duly convened regular or special meeting, any one or more of the directors may be removed, with or without cause, by the vote or agreement in writing of a majority of all the voting interests. A special meeting of owners to recall members of the Board of Directors may be instituted by members holding at least ten percent (10%) of the total votes. Notice of such meeting shall be given as required by law and shall state the purpose of the meeting.

Section 4. Vacancies on Directorate: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at any regular or special meeting of the Board of Directors shall choose a successor or successors, who shall hold office for the balance of the unexpired term.

Section 5. Disqualification and Resignation of Directors: Any director may resign at any time by sending a written notice of such resignation to the Secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the directors elected at such first annual meeting of the membership, the transfer of the Director's Time-share Estate shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No Member shall continue to serve on the Board if more than thirty (30) days delinquent in the payment of a maintenance fee or special assessment and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings: The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Except in an emergency, or except as otherwise permitted by law, notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting. All meetings of the Board of Directors, including special meetings in accordance with Section 7 below, shall be open to all owners. No owner, however, shall be entitled to participate in the meeting, unless specifically invited to do so by the Board.

Section 7. Special Meetings: Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors Waiver of Notice and Informal Meeting: Before or at any meeting of

the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be a waiver of Notice of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Any action by the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Directors entitled to vote with respect to the subject matter thereof.

Section 9. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice.

Section 10. Joinder by Written Concurrence: A member of the Board of Directors may join by written concurrence in any action taken at a meeting of the Board by signing and concurring in the minutes of that meeting, but such concurrence may not be used for the purposes of creating a quorum.

Section 11. Telephone Conferences: When a telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

Section 12. No Proxy: There shall be no voting by proxy at any meeting of the Board of Directors.

Section 13. Minutes of Meetings: The minutes of all meetings of the Board of Directors shall be kept as set forth under Section 17(q) of this Article in a book available for inspection by owners or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than ten (10) years. Owners and their authorized representatives shall have the right to make written notations from the minutes so maintained.

Section 14. Compensation: The directors' fees, if any, shall be determined by the voting members; however, none are anticipated.

Section 15. Developer's Control Period: The Developer shall have the right to designate the directors until the time provided for by Section 19, who need not be the owners of Time-share Units, and said directors may not be removed by members of the Association, as elsewhere provided herein, but may be removed by the Developer in its sole discretion, at any time, with or without cause; and where such a vacancy occurs for any reason whatsoever, the vacancy shall be filled by the person designated by the Developer.

Section 16. The Management Firm: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to notice of all Directors' meetings and shall be entitled to attend the directors' meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

Section 17. Powers and Duties: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Time-share Program, this Association's Articles of Incorporation, or these Bylaws, directed to be exercised and done by owners. These powers shall specifically include, but shall not be limited to the following:

(a) To exercise all powers specifically set forth in the Declaration of Time-share Program, the Association's Articles of Incorporation, these Bylaws, and the Iowa Time-share Act, and all powers incidental thereto.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises. If a Management Firm has been contracted this power shall be limited to the Firm and not apply to individuals.

(d) To make and amend regulations respecting the operation and use of the Common Elements and Time-share Association Property and the use and maintenance of the Units and Common Elements and Association Property therein.

(e) To contract for the management of the Time-share Program and to provide to such contractor all the powers and duties of the Association, except those which may be required by the Declaration to have approval of the membership of the Association. To contract for the management or operation of portions of the Common Elements for Association Property susceptible to the separate management or operation thereof, and to lease or concession such portions.

(f) To further improve the Time-share or Association Property, both real and personal, and to purchase realty and items of furniture, furnishings, fixtures, and equipment for the foregoing.

(g) To designate one or more Executive Committees which, to the extent provided in the resolution designating said executive committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. The Committee or Committees shall have such name or names as may be determined from time to time by the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by owners when such is specifically required. An Executive Committee, however, shall not have power to:

(i) determine the common expenses required for the operation of the Time-share Program;

(ii) determine the assessments payable by the owners to meet the common expenses of the Time-share Program;

(iii) adopt or amend Rules and Regulations covering the details of operation of Time-share or Association Property;

(iv) purchase, lease or otherwise acquire units in the Time-share Program in the name of the Association;

(v) approve or recommend to owners any actions or proposals required by the Iowa Time-share Act, the Declaration, the Articles of these Bylaws to be approved by owners; or

(vi) fill vacancies on the Board of Directors.

(h) To enter into and terminate agreements with organizations providing owners of Time-share Estates the ability to trade their time periods with owners of time periods at other resorts.

(i) After control of the Association is obtained by owners other than the Developer, to institute, maintain, settle or appeal actions or hearings in its name on behalf of all owners concerning matters of common interest, including but not limited to the Common Elements and commonly-used Facilities.

(j) To have the irrevocable right of access to each unit during reasonable hours as necessary for the maintenance, repair or replacement of any Common Elements or Association Property or for making emergency repairs necessary to prevent damages to the Common Elements or to another Unit or Units or to the Association Property.

(k) To impose a lien on each Time-share Estate for any unpaid assessments, maintenance fees or special charges imposed pursuant to Article XIII (C) of the Declaration with interest, costs and attorney's fees incurred in the collection of the delinquent payment or enforcement of the lien. It also has the power to purchase the Time-share Estate at the foreclosure sale and to hold, lease, mortgage or convey it.

(l) In addition to its right to purchase Time-share Estates at a lien foreclosure sale, to purchase Time-share Estates in the Time-share Program and to acquire, hold, lease, mortgage and convey them.

(m) Without the joinder of any owner, to modify or move any easement for ingress and egress or for utilities purposes if the easement constitutes part of or crosses the Time-share or Association Property.

(n) To purchase any land or recreation lease on the approval of two thirds (2/3) of the total votes of owners of the Association.

(o) To enter into agreements, acquire leasehold, memberships and other possessory or use interests in lands or Facilities, such as country clubs, golf courses, marinas and other recreational facilities, whether contiguous to the Time-share or Association Property, or not, if they are intended to provide enjoyment, recreation or other use or benefit to the owners.

(p) If it appears that through a drafter's error in the Declaration that the Common Elements, Common Expenses or Common Surplus has been stated or distributed improperly, to approve an amendment to the Declaration correcting that error. No owners, except those directly affected, must join in the execution of the amendment.

(q) To maintain the Association's official records, which shall be open to inspection by any association member or authorized representative at all reasonable times.

(r) To use its best efforts to obtain and maintain adequate insurance to protect the Association and the Common Elements.

(s) To furnish annual financial reports to members, as required by law.

(t) If the Association may be exposed to liability in excess of insurance coverage in any legal action, to give notice of the exposure to all owners, who shall have the right to intervene and defend.

(u) To provide to any owner, mortgagee or other record lienholder so requesting a certificate showing the amount of unpaid Assessments or maintenance fees respecting the owner's Time-share Estate.

(v) To pay any fees due to local or state governmental agencies arising out of the existence of the Time-share Program.

(w) To pay taxes or assessments against the Common Elements or Association Property as required.

(x) To pay costs of utilities services rendered to the Time-share and Association Property and not billed directly to individual owners.

(y) To impose fines on owners in such reasonable sums as they may deem appropriate, for violations of the Iowa Time-share Act, the Declaration, the Articles of Incorporation, these Bylaws and lawfully adopted Rules and Regulations, by owners or their guests or tenants. The Board may collect those fines in one or more installments. Each day of violation shall be a separate violation. No fine shall be imposed until the offending party (which always shall include the owner) has been given written notice of the violation and an opportunity to appear and be heard before the Board of Directors. Monies from fines shall first be used to provide accommodations for owners denied access arising from a hold over and secondly, for the benefit of the Association.

(z) To authorize owners or others to use portions of the Common Elements or Association Property, such as social rooms and meeting rooms, if any, for private parties and gatherings, for which reasonable charges may be imposed for the clean-up of such rooms after use by them.

(aa) To repair or reconstruct improvements after casualties.

(bb) For labor performed on or materials furnished to the Common Elements or Association Property, if authorized by the Board of Directors, file a lien against all Time-share Estates in the proportions for which the owners are liable for Common Expenses.

Section 18. Order of Business: the order of business at meetings of Directors shall be:

- (a) Calling of roll
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

Section 19. Election of Directors by Unit Owners other than the Developer.

- (a) Developer is entitled to name all Directors until the following:
 - (1) One third. When owners other than the Developer own 15% or more of the

Time-share Estates that will be operated ultimately by the Association, they shall be entitled to elect no less than one third (1/3) of the members of the Board of Directors.

(2) Majority. Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors three (3) months after 85% of the Time-share Estates that ultimately will be operated by the Association have been conveyed to purchasers. For purposes of this section, if all hotel/motel Units and Townhouse Units have been submitted to the Time-share Program, and no new construction of Units has begun for 24 months after the last Submission, then the Developer will have been deemed to establish the ultimate number of Units to be operated by the Association. The Association has the right to enforce this termination provision through action in the District Court of the State of Iowa.

(3) Developer member. The Developer is entitled to elect at least one Member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Time-share Estates that ultimately will be operated by the Association.

(4) Election. Within sixty (60) days after the owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call a meeting of the owners to elect the member or members of the Board of Directors and give not less than thirty (30) days nor more than forty (40) days notice of such meeting. The meeting may be called and the notice given by any owner, if the Association fails to do so.

(5) Relinquishment of control. Not more than sixty (60) days after the time that owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall relinquish control of the Association and the owners shall accept control. Simultaneously, the Developer shall deliver to the Association, at the Developer's expense, all property of the owners and of the Association held or controlled by the Developer including, but not limited to, those items required by law. No contract for goods or services or management from the Time-share Program entered into during the time of Developer control shall extend longer than five (5) years after the Developer relinquishes control.

(6) Early transfer. Nothing contained in this Section shall be deemed to prevent the Developer from transferring control of the Association to owners other than the Developer before the occurrence of the events described in this section.

Section 20. Failure to Elect Director Quorum: If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any owner may apply to the District Court of Iowa in and for Dickinson County for the appointment of a receiver to manage the affairs of the Association. The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

ARTICLE V. OFFICERS

Section 1. Elected Officers: The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforementioned offices, except one person may be both

Secretary and Treasurer. Officers need not be directors or members of the Association.

Section 2. Election: The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers: The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deems necessary.

Section 4. Term: The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g. if the Board of Directors is composed of five (5) persons, then three (3) of said directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President: Shall be the Chief Executive Officer of the Association; shall preside at all meetings of the owners and of the Board of Directors; shall have executive powers and general supervision over the affairs of the Association and other officers; and shall sign all written contracts to perform all of the duties incident to the office and which may be delegated from time to time by the Board of Directors.

Section 6. The Vice President: Shall perform all of the duties of the President in the President's absence, and such other duties as may be required from time to time by the Board of Directors or President of the Association.

Section 7. The Secretary: Shall issue notices of all Board of Directors' meetings and all meetings of the Unit Owners; shall attend and keep the minutes of same; shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer or by the Management Firm, as permitted. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent, and such other duties assigned by the Secretary.

Section 8. The Treasurer:

(a) Shall have custody of the Association's funds and securities, except the funds payable to any Management Firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each owner.

(b) Shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all transactions as the Treasurer and of the financial condition of the Association.

(c) Shall collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) Shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent, and such other duties assigned by the Treasurer.

(f) The duties of the Treasurer may be fulfilled by a Management Firm employed by the Association, and said Management Firm shall fulfill the duties of the Treasurer, and shall have custody of such books of the Association as it determines, in its sole discretion, and the foregoing shall include any books required to be kept by the Secretary of the Association.

Section 9. Compensation: Officers' fees, if any, shall be determined by the voting members.

ARTICLE VI. FISCAL MANAGEMENT

Section 1. Board adoption of budget: The Board of Directors shall adopt a budget for the Common Expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least thirty (30) days before the end of each fiscal year, or whatever lesser period is permitted by law.

Section 2. Budget requirements: The proposed annual budget of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- (a) Administration of the Association
- (b) Management fees
- (c) Maintenance
- (d) Rent for recreational and other commonly used Facilities
- (e) Taxes on Association property
- (f) Taxes on leased areas
- (g) Insurance
- (h) Security provisions
- (i) Other expenses
- (j) Operating capital
- (k) Fees payable to county, state or federal government or agency
- (l) Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting, pavement resurfacing, replacement of Unit furnishings and equipment, and any other component, the useful life of which is less than the useful life of the overall structure.

Section 3. Member rejection of excessive budget: If a budget adopted by the Board of Directors requires assessment against the owners in any fiscal year exceeding one hundred and fifteen percent (115%) of the assessment for the previous year, the Board, on written application of ten percent (10%) of the owners, shall call a special meeting of the owners within thirty (30) days. The special meeting shall be called on not less than ten (10) days' written notice to each owner. At the special meeting, owners shall consider and enact a budget by not less than a majority vote of all voting interests. Provisions for reasonable reserves for repair or replacement of the Time-share Property, nonrecurring expenses and assessments for betterments to the Time-share Property shall be excluded from the computation in determining whether assessments exceed one hundred and fifteen percent (115%) of similar assessments in the previous year.

Section 4. Alternative budget adoption by members: At its option, for any fiscal year, the Board of Directors may propose a budget to the owners at a meeting of members or in writing. If the proposed budget is approved by the owners at the meeting or by a majority of all owners in writing, the budget shall be adopted.

Section 5. Budget restraints on Developer: As long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred and fifteen percent (115%) of the previous year's assessment without approval of a majority of all the voting interests. Reasonable reserves for repair or replacement of the Time-share Property, nonrecurring expenses, and assessments for betterments to the Time-share Property shall be excluded from the computation.

Section 6. Accounting records and reports: The Association will maintain accounting records according to good accounting practices. The records shall be open to inspection by owners or their authorized representatives at reasonable times. The records shall include, but are not limited to:

(a) a record of all receipts and expenditures and

(b) an account for each Time-share Estate, designating the name and current mailing address of the owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid on the account and the balance due.

After each fiscal year on such date as is determined by the Board of Directors, or as required by law, the Board of Directors shall mail or furnish by personal delivery a complete financial report and/or the financial statement(s) for the previous fiscal year's operations, which report and/or financial statement(s) shall include but not be limited to those items required by law.

Section 7. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors.

Section 8. Fidelity Bonds: All persons who control or disburse funds of the Association shall be fidelity bonded in such amount as may be determined by the Board of Directors, but in any event, in the principal sum of not less than \$10,000.00 for each person, or whatever lesser amount is permitted by law. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the Management Firm, under the terms of the Management Agreement, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of and who is to be bonded, if any, among its employees, and the bonding requirements of this section shall be inapplicable until the Time-share is comprised of at least twelve (12) Units.

Section 9. Fiscal Year: the fiscal year for the Association shall be January 1st through December 31st, unless the Board of Directors selects a different fiscal year for the Association. For purposes of establishing the annual operating and reserve budgets, a calendar year shall be used to determine the budget year. (The calendar year is defined as the twelve month period ending on the Friday closest to December 31st.)

ARTICLE VII. ASSESSMENTS, SPECIAL CHARGES, AND COLLECTION

Section 1. Assessments, generally: Assessments shall be made annually, in the discretion of the Board of Directors, and be due and payable in advance by January 30 of each year. For convenience, the Assessments may be paid monthly or quarterly if accompanied by a 5% service charge. The Assessments shall be made in the amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Common Expenses shall include expenses for the operation, maintenance, repair or

replacement of the Common Elements, the limited Common Elements, and the Association Property, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, capital expenditures and deferred maintenance unless waived, and any other expenses designated as Common Expenses, from time to time, by the Board of Directors of the Association, or under the provisions of the Declaration to which these Bylaws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessment and to lease, maintain, repair and replace the Common Elements, the Limited Common Elements and the Association Property. Funds for the payment of Common Expenses shall be assessed against the owners in the proportions or percentages as provided in the Declaration.

Section 2. Emergency assessments: Assessments for Common Expenses or emergencies that cannot be paid from the annual Assessment for Common Expenses shall be made by the Board of Directors after thirty (30) days' notice given to the owners. These assessments shall be paid at the times and in the manner that the Board may require in the notice of assessment.

Section 3. Charges: Charges by the Association against members for other than Common Expenses shall be payable in advance or at the time levied by the Association if these are special charges imposed pursuant to Article XIII(C) of the Declaration. Charges for other than Common Expenses may be made only after approval of an owner or when expressly provided for in the Declaration or other Time-share documents. These charges may include, without limitation, charges for clean-up after the use of the Time-share or Association Property, maintenance services furnished at the expense of a member, and other services furnished solely for the benefit of a member.

Section 4. Liability for assessments: Each owner, regardless of how title is acquired, shall be liable for all assessments coming due while the owner. The owner and a grantee in a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the voluntary conveyance. A first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure, however, shall not be liable for unpaid assessments of previous owners, unless those assessments are evidenced by a lien recorded before the foreclosed mortgage. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or Association Property or by abandonment of the Time-share Estate for which the assessments are made.

Section 5. Assessments, amended budget: If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special non-recurring expenses.

Section 6. Interest, late charges, and application of payment: Assessments and installments on them and special charges, if not paid within ten (10) days after the date they become due, may bear interest at eighteen percent (18%) per annum, or the highest rate allowed by law until paid, if that rate is greater, and may also be subject to an annual late charge of \$25.00 or such other amount determined by the Board of Directors providing the procedures for imposition of fines under Article IX, Section 1 have been followed. All assessment payments shall be applied first to the late charge, if any, then to interest and then to the assessment payment due.

Section 7. Lien for assessment: The Association has a statutory lien on each Time-share Estate for any unpaid assessments with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the property is located. The claim of lien includes only those assessments that are due at the time the lien is recorded. The lien is

subordinate to any mortgage on the property recorded before it. The lien on units shall only be effective against the individual Time-share Estate involved.

Section 8. Foreclosure and Collection actions: The Association may bring an action to foreclose any lien for assessment in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment or special charges without waiving any claim of lien.

Section 9. Determination of maintenance fee: The Board of Directors of the Association shall fix and determine, from time to time, the sums necessary and adequate for the maintenance fee required as payment of common expenses pursuant to the Iowa Time-share Act on Time-share Units. The maintenance fee on such units shall include the items specified in the Declaration to which these Bylaws are attached. When the Board of Directors has determined the amount of any maintenance fee, the Treasurer of the Association shall mail or present to each owner of Time-share Estates a statement of said maintenance fee. All maintenance fees shall be payable to the Treasurer of the Association. In lieu of the Treasurer, the Management Firm may exercise the foregoing requirements.

Section 10. Application of payments and co-mingling of funds: All sums collected by the Association from assessments and maintenance fees may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors of the Association, and as permitted by law. All assessment payments and maintenance fees by an owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances as provided herein and in the Declaration and general or special assessments, in such manner and amounts as the Board of Directors determines in its sole discretion. All sums collected by the Association on behalf of its membership for the foregoing or other purposes shall not be considered income to the Association but shall be deemed to be held in custody for the Association membership as a whole.

Section 11. Acceleration of assessment installments upon default: If an owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery or of the mailing of such notice to the owner.

Section 12. Audits: An auditing of the books and financial records of the Association shall be made annually so long as it is required by law, or otherwise in the discretion of the Board of Directors. Said required audit shall be prepared by independent, certified public accountants in accordance with generally accepted accounting standards, and a copy of said report shall be forwarded to the Association's officers and made available to the members of the Association in the office of said Association and with the Treasurer of the Association.

Section 13. Application of Surplus: Any payments or receipts to the Association, whether from owners or otherwise, paid during the year in excess of the operating expenses and other Common Expenses of the Association may be kept by the Association and applied against the Association's expenses for the following year. Upon transfer of interest in a Time-share Estate by an owner, the owner shall not be entitled to any surplus, which shall remain with the Association for the benefit of the transferee and the remaining members.

ARTICLE VIII. ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the Common Elements or Limited Common Elements of the Time-share Program, except as specifically provided for in the Declaration.

ARTICLE IX.

HOLDOVER USER

Any owner(s) or authorized user(s) of a Time-share Estate in a Unit fails to vacate the Unit at the expiration of the authorized use period, the party shall be deemed to be a "holdover user". It shall be the responsibility of the Association or Management Firm to take such steps as may be necessary to remove such holdover user from the Unit, and to assist the owner(s) or authorized user(s) of any subsequent Time-share Estates, who may be affected by the holdover user's failure to vacate by 10:00 a.m. C.S.T. (or C.D.T., if applicable.)

As a minimum, unless otherwise prohibited, the Association or Management Firm remedy may impose a fine of up to Two Hundred Dollars (\$200.00) for the holdover user's failure to vacate the Unit at the prescribed time. In addition to such other remedies as may be available to it, the Association or Management Firm shall secure, at its expense, alternate accommodations for any owner who may not occupy a Unit due to the failure to vacate of any holdover user. Such accommodations shall be as near in value to the Unit which was to have been used by the owner(s) or authorized user(s) as possible. The holdover user shall be charged for the cost of such alternate accommodations, any other costs incurred due to this failure to vacate, and a reasonable daily administrative fee in an amount determined by the Board of Directors during the period of holding over. In the event it is necessary that the Association or Management Firm contract for a period greater than actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the holdover user, although the administrative fee shall cease upon actual vacating by the holdover user.

The Association or Management Firm shall forward a bill to the holdover user as soon as practicable after the holdover period, with a duplicate copy of the bill being forwarded to the owner through which an authorized user had the right to use of a Unit. Before imposing a fine or requesting payment for the holdover costs, the holdover user will be afforded an opportunity for a hearing after reasonable notice of not less than 14 days and the notice shall include the time, date and place of the hearing, and a summary of fines and holdover costs being asserted. The Association or Management Firm shall, following the hearing, make a determination and advise the holdover user.

The above provisions shall not abridge the Association's or Management Firm's right to take such other action as is permitted by law, Bylaws, or the Declaration.

ARTICLE X.

COMPLIANCE AND DEFAULT

Section 1. Violations: In the event of a violation (other than the non-payment of an assessment) by an owner of any of the provisions of the Declaration, of these Bylaws, or of the applicable portions of the Iowa Time-share Act, the Association, by direction of its Board of Directors, may notify the owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the Bylaws, or of the pertinent provisions of the Iowa Time-share Act, and the Association may then, at its option, have the following elections:

- (a) An action at law to recover for its damage, on behalf of the Association or on behalf of the other owners.
- (b) An action in equity to enforce performance on the part of the owner; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the owner as a specific item, which shall be a lien against the said Time-share Estate.

The foregoing action may be taken in addition to the Association's right to impose fines as provided in these Bylaws under Article IV, Section 17(y) hereinabove. Prior to imposing any fines, the party against whom the fine is sought shall be afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days and the notice shall include:

- a. A statement of the date, time and place of the hearing;
- b. A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and
- c. A short and plain statement of the matters asserted by the Association.

Section 2. Negligence or Carelessness of Unit Owner: All owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by owner's act, neglect or carelessness, or by that of any member of owner's family, or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained however, shall be construed so as to modify any waiver by any insurance company of its rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this section, shall be charged to said owner as a specific item which shall be a lien against said Time-share Estate with the same force and effect as if the charge were a part of the maintenance fee.

Section 3. Costs and Attorney's Fees: In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

Section 4. No Waiver of Rights: The failure of the Association or an owner to enforce any right, provisions, covenant or condition which may be granted by the time-share documents shall not constitute a waiver of the right of the Association or owner to enforce such right, provision, covenant or condition in the future.

Section 5. Election of Remedies: All rights, remedies and privileges granted to the Association or owner, pursuant to any terms, provisions, covenants or conditions of the time-share documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies, or privileges as may be granted to such other party by time-share documents, or at law or in equity.

Section 6. Limitation of Liens: Any liens or sanctions against an owner of Time-share Estates for an alleged default as set forth in this Article shall be limited to the Time-share Estates owned by such owner and shall be of no force and effect as to any other Time-share Estates or owner thereof.

ARTICLE XI. FORECLOSURE AND TRANSFERS OF OWNERSHIP

Section 1. Acquisition of Property in Foreclosure: At any foreclosure sale of a Time-share Estate, the Board of Directors may, in its sole discretion, acquire in the name of the Association, or its designee, the property being foreclosed. The term "foreclosure", as used in this section, shall mean and

include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire such property at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature. The Board of Directors shall likewise not be required to obtain the approval of owners at the foreclosure sale of a Time-share Estate, due to the foreclosure of the Association's lien for unpaid assessments or maintenance fees.

Section 2. Transfer of Property: Immediately upon transfer of a Time-share Estate, an owner shall notify the Association in writing, and said notice shall include, as a minimum, the name and address of the transferee and such other information and be in the form that the Association shall prescribe from time to time. The owner should also include with such notice, a copy of the recorded deed or other evidence of title being vested in the new owner. The Association may send all necessary notices to the person shown as owner in its records, and said notice shall be binding as to any other subsequent owner or transferee where the Association has not been notified as provided herein.

Section 3. Foreclosure of Lien for Assessments: Prior to bringing an action in the name of the Association to foreclose a lien for unpaid assessments, maintenance fees, or other charges giving rise to a lien, the Board of Directors shall send written notice of its intent to foreclose its lien to the owner. The notice shall be given by delivery of a copy of it to the owner at the last known address shown on the records of the Association.

ARTICLE XII. AMENDMENTS TO THE BYLAWS

Amendments to the Bylaws shall be proposed and adopted in the following manner:

Section 1. Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

Section 2. Adoption: An amendment may be proposed either by a majority of the Board of Directors or by not less than 10% of the total votes of voting members of the Association. The amendment shall be adopted if it is approved by not less than 67% of the Directors represented either in person or by written consent. Voting members represented either in person or by proxy.

Section 3. Limitation: No amendment shall be made that is in conflict with Iowa law or the Declaration, nor shall any amendment abridge, alter or amend the right of the Developer.

Section 4. Recording: A copy of each amendment shall be attached to an affidavit certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws. The certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county wherein the Time-share Property is located.

Section 5. Format: Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW NUMBER _____ FROM PRESENT TEXT."

ARTICLE XIII. ROSTER OF UNIT OWNERS AND MORTGAGEES

The Association shall maintain a roster of the names and addresses of its membership. Thus, each owner shall file with the Association, upon request, a copy of the deed or other instrument

evidencing ownership, together with a copy of any mortgage on the property and any satisfaction of that mortgage, or any other reasonable forms requested to be filed with the Association by owners. The Association shall maintain these documents for reference as required in the exercise of its powers and duties.

ARTICLE XIV. NOTICES

Whatever notices are required to be sent hereunder, they shall be delivered or sent in accordance with the applicable provisions for notices as set forth in the Declaration to which these Bylaws are attached or as specifically set forth herein where specified.

ARTICLE XV. INDEMNIFICATION AND LIABILITY OF BOARD OF DIRECTORS AND OFFICERS

The Association shall indemnify every director and every officer, their heirs, executors, and administrators, against all loss, cost and expense reasonably incurred by the director or officer in connection with any action, suit or proceeding to which the director or officer may be made a party by reason of being or having been a director or officer of the Association, except for liability (i) for any breach of a duty of loyalty to the Association or to members, (ii) for acts or omissions not in violation of law, (iii) for any transaction from which the officer or director derived an improper personal benefit, or (iv) for any matter in which the person shall be adjudged in a civil or criminal action to be liable for negligence or misconduct in the performance of duty pursuant to Chapter 504A.4(14). The foregoing rights shall be in addition to and not exclusive of all other rights to which such directors or officer may be entitled. The Association shall procure insurance for these purposes and pay the premiums for same.

The members of the Board of Directors or officers of the Association shall not be liable to the owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, gross negligence or bad faith. The owners shall indemnify and hold harmless each of the members of the Board of Directors or officers against all contractual liability to others arising out of contracts made by the Board of Directors or officers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board of Directors or officers shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible for the original Board of Directors and/or officers who are members of or employed by Long Lines, Ltd. and affiliated companies to enter into contracts with Long Lines, Ltd. or affiliated companies without fear of being charged with self-dealing. It is also intended that the liability of any owner arising out of any contract made by the Board of Directors or officers, shall be limited to such proportions of the total liability thereunder as the owner's interest in the Common Elements bears to the interest of all owners in the Common Elements. Every agreement made by the Board of Directors, officers, or by the managing entity on behalf of the Association should provide that the members of the Board of Directors, officers, or the managing entity, as the case may be, are acting only as agent for the owners and shall have no personal liability thereunder (except as owners), and that each owner's liability thereunder shall be limited to such proportion of the total liability thereunder as the owner's interest in the Common Elements bears to the interest of all owners in the Common Elements.

ARTICLE XVI. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XVII. LIMITATION OF LIABILITY: FOR USE OF COMMON ELEMENT

Notwithstanding the duty of the Association to maintain and repair parts of the Time-share Property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

Each owner may personally be liable for the acts or omissions of the Association relating to the use of the Common Elements. That liability shall be shared with other Unit owners in the same percentages as their respective interests in the Common Elements.

ARTICLE XVIII. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Iowa Time-Share Act, the Declaration, or these Bylaws.

ARTICLE XIX. LIENS

Section 1. Protection of Property: All liens against a Time-share Estate, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attached. All taxes and special assessments upon a Time-share Estate shall be paid before becoming delinquent.

Section 2. Notice of Lien: An owner shall give notice to the Association of every lien on a Time-share Estate, other than for mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

Section 3. Notice of Suit: Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to owner's Time-share Estate or any part of the property, such notice to be given within five (5) days after the owner receives notice thereof.

Section 4. Failure to Comply: Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. Limitation of Liens: An owner of a Time-share Estate shall be required to give notices under Section 2 and Section 3 of this Article only as to liens, suits and proceedings affecting title to the owner's Time-share Estate(s). Any lien against an owner of a Time-share Estate shall be limited to the Time-share Estate(s) owned and shall not encumber the property, real or personal, of any other owner of Time-share Estates in said unit.

ARTICLE XX. RULES AND REGULATIONS

Section 1. Adopt or Amend Previously Adopted Rules: The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the units, the Common Elements, the Limited Common Elements, and Association Property and any Facilities or services made available to owners. A copy of the initial Rules and Regulations are attached hereto as Exhibit 1 to these Bylaws. Subsequent amendments to the Rules and Regulations need not be recorded, but should be available upon request by an owner, and copies of any such amendments should be forwarded to owners as soon as practicable after being implemented.

Section 2. Reasonableness test: Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness and peace of mind of the owners and uniformly applied and enforced.

ARTICLE XXI.

ARBITRATION

In the event of internal disputes arising from the operation of the Time-Share Project among owners, the Association (or Associations, if applicable), the Developer, and their agents and assigns which cannot be resolved, the matter shall be resolved by voluntary binding arbitration through full-time arbitrators agreed to by the parties.

ARTICLE XXII.

PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

- (a) The Iowa Time-Share Act, unless by its provisions it allows for modifications.
- (b) The Declaration of Time-share Program
- (c) The Articles of Incorporation
- (d) These Bylaws
- (e) The Rules and Regulations

ARTICLE XXIII.

DEFECTIVE TIME-SHARE DOCUMENTS: CURATIVE PROVISIONS

The Association or an owner may petition the district court having jurisdiction in the county in which the Time-share Property is situated to correct an error or omission in the Declaration or any other documents required to establish the Time-share Program, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Iowa Time-share Act. In any case, after three (3) years from the filing of the Declaration it shall be deemed to be effective under the Iowa Time-share Act to create a Time-share Program, whether in fact it substantially complies with the mandatory requirements of the Time-share Act or not.

ARTICLE XXIV.

CONSTRUCTION

Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders.

The foregoing was adopted as the Bylaws of Sunrise Cove Time-share Association, Inc. at the first meeting of the Board of Directors.

APPROVED:

Mark E. Jandy

Dawn Bestwick

EXHIBIT 1 TO BYLAWS

INDEX TO RULES AND REGULATIONS FOR SUNRISE COVE TIME-SHARE ASSOCIATION, INC.

- 1. Violations of Rules and Regulations**
- 2. Facilities**
- 3. Noise**
- 4. Pets**
- 5. Obstructions**
- 6. Children**
- 7. Destruction of or Missing Property**
- 8. Exterior Appearance**
- 9. Cleanliness**
- 10. Balconies**
- 11. Hallways**
- 12. Entry for Emergencies**
- 13. Plumbing**
- 14. Roofs**
- 15. Solicitation**
- 16. Parking**
- 17. Guests**
- 18. Transfer, Lease or Exchange of Time-share Estates**
- 19. Use of Swimming Pool(s), Whirlpool(s), and/or Other Recreational Facilities**
- 20. Storage of Dangerous Items**
- 21. Occupancy**
- 22. Employees/Agents Control and Entry of Units for Maintenance**
- 23. Complaints**
- 24. Payment of Maintenance Fees, Special Charges and Fines**
- 25. Check-in/check-out of Time-share Units**
- 26. Restrictions for Floating Time**
- 27. Restrictions for Bonus Time**
- 28. Amendments to Rules**

**RULES AND REGULATIONS FOR
SUNRISE COVE TIME-SHARE ASSOCIATION, INC.**

The Rules and Regulations hereinafter enumerated as to the Time-share Property, the Common Elements and Limited Common Elements, if any, the Units and the Time-share Program in general shall be deemed in effect until amended by the Board of Directors of the Time-share Association and shall apply to and be binding upon all Time-share Estate owners. "Owner(s)" shall for purposes herein mean the person(s) holding title to a Time-share Estate in the Time-share Program. "Authorized User" shall mean for purposes herein an owner or person with legal rights to the use of a Unit through an owner. The owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible, persons over whom they exercise control and supervision, and any other unauthorized users. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Time-share Association, other owners, and the Management Firm, pursuant to the terms of the Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, the Management Agreement and applicable federal, state, and local law. Violations may be remedied by the Association by injunction or other legal means, and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration and any of the Exhibits attached thereto. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements of the Time-share or Association Property (for purposes of these Rules and Regulations, Association Property shall be deemed to include property owned by the Association as well as property which Association members have the right to use) and any facilities or services made available to the owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. **VIOLATIONS OF RULES AND REGULATIONS:** Violations should be reported in writing to the Management Firm or President of the Association if no separate managing entity exists, not to the Board of Directors or to the Officers of the Association. Violations will immediately be called to the attention of the violating owner by the Management Firm or President of the Association, and the appropriate committee of the Board of Directors, if applicable, or the members of the Board of Directors, if follow-up action is necessary. Violations needing follow-up action will be presented to and judged by the Board of Directors for appropriate action at its next regularly scheduled meeting or at a special meeting called for this purpose.

2. **FACILITIES:** The facilities, if any, which are part of the Common Elements of the Time-share or Association Property are for the exclusive use of Association members, lessees, resident house guests, guests accompanied by a member and other authorized users, unless otherwise provided that such use shall not be exclusive. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any of the foregoing authorized users shall be repaired at the expense of the unit owner.

3. **NOISE:** Should noise transmission create a disturbance or a nuisance, the responsibility is with the owner and not the Developer or the Association to abate the noise transmission. In order to insure the comfort of all Association members and authorized users, radio, hi-fi and television sets, and any and all other such audio equipment generating noise should be turned down to a minimum volume so as not to disturb other persons not occupying the Unit between the hours of 11:00 p.m. and 8:00 a.m. All other unnecessary noises between those hours should be avoided.

4. **PETS:** No bird, reptile, animal or pet of any kind shall be kept or harbored in the Unit or on the Time-share or Association Property unless the same, in each instance, be expressly permitted in writing by the Association, which permission may be conditioned on such terms as the Association, in its sole discretion, deems appropriate. Such permission in any one (1) instance shall not be deemed to institute a blanket permission or permissions in any other instance; and any such permissions may be revoked at any time in the sole discretion of the Association. In no event shall dogs or other pets be permitted in any of the public portions of the Time-share or Association Property. The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any bird, reptile, animal, or pet of any kind upon the Time-share Property.

5. **OBSTRUCTIONS:** Sidewalks, entrances, driveways, passages, patios, courts, vestibules, stairways, corridors, halls and/or all other areas intended for common use must be kept open and shall not be obstructed in any manner. Rugs or mats, except those either permitted or placed by the Association or the Management firm, must not be placed outside of doors in corridors. No sign, notice or advertisement shall be inscribed in or exposed at any window of a unit or any part of the Time-share or Association Property, except such as shall have been approved in writing by the Association; nor shall anything be projected out of any window in the Time-share Property without similar approval. No radio or television aerial or antenna shall be attached to or hung from the exterior of the Time-share Property or the roof thereon without the express approval of the Association. All personal property of owners shall be stored within the unit.

6. **CHILDREN:** Children are to play only in areas designated or clearly intended for play, and they are not to play in public halls, on stairways, or other common areas which would cause an obstruction. Reasonable supervision by parents or guardians must be exercised at all times when children are playing on the Time-share or Association Property.

7. **DESTRUCTION OF OR MISSING PROPERTY:** Neither members, their dependents nor guests shall mark, mar, damage, destroy, deface or engrave any part of the buildings or permanent improvements. Members shall be responsible for any such damage. The authorized user(s) and/or the owner shall be responsible for theft or breakage of or damage to the personal property contained within the Unit authorized for use and shall reimburse the Association for all costs and expenses to repair and/or replace such personal property.

8. **EXTERIOR APPEARANCE:** The exterior of the Time-share Property and all other areas appurtenant to it shall not be painted, decorated or modified by an owner in any manner without prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilator, fans or air conditioning devices shall be used in or about the Time-share Property except as shall have been approved by the Association in writing, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

9. **CLEANLINESS:** All garbage and refuse from the Time-share or Association Property shall be deposited with care in garbage containers intended for such purposes only at such times and in such manner as the Association will direct. All disposals shall be used in accordance with instructions given to the owner by the Association.

10. **BALCONIES:** Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges or balconies. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung up or shaken from window, doors or balconies. No cooking shall be permitted on any balcony of a unit. Members shall not allow anything to be thrown or to fall from windows, doors, balconies or the interior of the building from hall doors.

11. HALLWAYS: Bicycles, garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls or on staircase landings. No member shall allow doors to the corridor to remain open for any purpose other than for immediate ingress and egress.

12. ENTRY FOR EMERGENCIES: In case of emergency originating in or threatening any Unit, regardless of whether or not the owner is present at the time of such emergency, the Board of Directors of the Association, the Management Firm or any other person authorized by them, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the Association or its designee shall be allowed to retain a key for each Unit.

13. PLUMBING: Plumbing shall not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags, or other foreign substances shall be deposited into plumbing. The cost of any damage resulting from misuse shall be borne by the member.

14. ROOFS: Members are not permitted on the roofs of the buildings within the Time-share or Association Property for any purpose without the expressed approval of the Board of Directors or Management Firm.

15. SOLICITATION: There shall be no solicitation by any person anywhere on the Time-share or Association Property for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the Board of Directors or the Management Firm, except for solicitation by the Developer in marketing Sunrise Cove.

16. PARKING: No vehicle belonging to any owner or to a member of the family of an owner or guest, tenant or employee of an owner shall be parked in any unauthorized area or in such manner as to impede or prevent access to another owner's or authorized user's parking space or any fire lane(s). The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey all posted parking regulations. Vehicles parked in any unauthorized areas or impeding another owner's or authorized user's parking space or any fire lane(s) are subject to being towed away at the owner's or authorized user's sole expense. No repair of vehicles shall be made within the Time-share or Association Property. No owner shall store or leave boats, trailers, mobile home, recreational vehicles and the like on the Time-share Property, except in areas, if any, designated for same. No trucks or buses may be parked anywhere on Time-share or Association Property, except for those of the Developer and/or the Management Firm for the Time-share Program, if any. Parking spaces are not assigned as appurtenances to particular Time-share Property. As such, each space may be used by any owner, family member, lessee or guest. Owners may not park vehicles in spaces designated for handicapped persons, unless they fall within this category of individuals, and the Association or managing entity shall have the right to notify local authorities of any such violations. Vehicles should be parked within the painted lines. Owners must comply with any posted signs or other rules and regulations of Developer from whom the parking is licensed.

17. GUESTS: Owners shall notify the Management Firm in advance by written notice of the arrival and departure of guests who have permission to occupy the unit in their absence. Owners should have such guests check in at the office of the Association or Management Firm upon arrival in order that service can be extended to them. Owners will be responsible for compliance by guests with these Rules and Regulations. Every owner or guest staying at the property must register at the front desk of Village West.

18. TRANSFER, LEASE OR EXCHANGE OF TIME-SHARE ESTATES: Immediately upon transfer of any interest in a Time-share Estate, an owner shall give written notice by registered or certified mail, to the Management Firm. The foregoing written notice shall state the name and address of the transferee and shall be accompanied by a non-refundable administrative fee of TEN DOLLARS (\$10.00) to cover

administrative expenses. The notice should also be accompanied by a copy of the recorded deed or other evidence of title being vested in the new owner. Any lease of a Time-share Estate shall contain a covenant stating that the lessee shall comply with all present and future Rules and Regulations of the Association. Persons entitled to use of a Unit pursuant to an approved exchange program or through some other means must comply with these Rules and Regulations, as amended from time to time.

19. USE OF SWIMMING POOL(S), WHIRLPOOL(S), AND/OR OTHER RECREATIONAL FACILITIES:

Members and authorized users of the swimming pool(s) and/or whirlpool(s) do so at their own risk. All users are requested to obey the posted rules. Children under twelve (12) years of age using any swimming pool(s), whirlpool(s), and/or other available recreational facilities must be accompanied and supervised by a responsible adult. Swimming in the pool(s) and/or whirlpool(s) is permitted only during the posted hours of operation. Since the pool(s) is not guarded, persons using this facility do so at their own risk. Persons using all recreational facilities must be appropriately attired. The following are the basic rules for persons using the swimming pool(s) and/or whirlpool(s):

- a. Shower thoroughly each and every time before entering.
- b. Pneumatic floats or other items of similar nature, except swimming aids, are not permitted in the pool(s) or whirlpool(s).
- c. Pets are forbidden in the general pool area.
- d. Running and/or ball playing or throwing objects is not permitted in the general pool area.
- e. Beverages may be consumed within the pool areas, but extreme care must be taken that absolutely NO GLASS. GLASS bottles or other GLASS containers be allowed within the pool area. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held strictly liable for any injury resulting from broken glass.
- f. If suntan oils, creams, or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.
- g. No children in diapers will be allowed in the pool(s) and/or whirlpool(s).

20. STORAGE OF DANGEROUS ITEMS: No flammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit or Common Element except as are required for normal household use.

21. OCCUPANCY: No Unit shall be occupied by more people than that allowed by the posted room occupancy, without the written approval of the Association or Management Firm.

22. EMPLOYEES/AGENTS CONTROL AND ENTRY OF UNITS FOR MAINTENANCE: Employees and/or agents of the Association or Management Firm, and employees and/or agents of the Developer during the Developer's on-going sales program, shall not be directed in any matter by any owner or authorized user of a Unit at any time or for any purpose. No Unit owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Management Firm or the Association. Any request for service or attention should be directed through the front desk or appropriate department, and not to individuals on or around the property. Violations of these Rules and Regulations, or other matters of concern, should be brought to the attention of the Management Firm for proper resolution. Employees or agents of the Management Firm shall be permitted to enter Units for maintenance and repairs during reasonable hours.

23. COMPLAINTS: Complaints regarding any service, accommodation, or amenity associated with the Time-share Program shall be made in writing to the Management Firm, as long as the Management Agreement remains in effect, and thereafter, to the Board of Directors.

24. PAYMENT OF MAINTENANCE FEES, SPECIAL CHARGES AND FINES: Payment of maintenance fees, special charges, and fines shall be made at the office of the Management Firm, as designated in the Management Agreement. Payments made in the form of checks shall be made to the order of such party as the Management Firm shall designate.

25. CHECK-IN/CHECK-OUT OF TIME-SHARE UNITS: All owners of time-share estates or their authorized users shall vacate units no later than 10:00 a.m. on the last day of their use period. Failure to vacate will subject the owner(s) and/or authorized user(s) to a late check-out charge, in the sole discretion of the Association or Management Firm, of a minimum of \$200.00. Monies from fines shall first be used to provide accommodations for owners who are denied access arising from a holdover and, secondly, for the benefit of the Association. Possession of a Unit shall not begin before 4:00 p.m. on the day on which the use period commences, unless permitted by the Association or Management Firm in its/their sole discretion.

26. RESTRICTIONS FOR FLOATING TIME: Floating Time shall be governed by the following procedures:

(a) Reservation requests will be grouped in order of descending priority by (i) consecutive Time-share Period requests and (ii) single Time-share Period requests.

(b) Each owner, with respect to each Time-share Estate owned subject to Floating Time, shall, in the event owner desires to occupy a Unit, request from the Management Firm the reservation of a specific Time-share Period. The Management Firm, upon receipt of the reservation request, shall assign a designated Unit Week or designated days if the Time-share Period requested is available. In the event the requested Time-share Period is not available, the Management Firm shall offer the owner at least one alternate Time-share Period within the same season as the Time-share Estate owned by the owner. The seasons, which shall be the same for each Unit subject to this Time-share Program are as follows:

<u>Season</u>	<u>Unit Weeks</u>
Red	21 - 39
White	18 - 20; 40-43; 51-52
Blue	1 - 17; 44 - 50

(c) An owner who makes a timely reservation request pursuant to the above provisions shall be guaranteed assignment, by the Management Firm, of a specific use period. Designated Units will be assigned by the Management Firm at the time of check-in on the day on which the designated Unit Week or designated days begin.

(d) An owner who does not submit a timely reservation request pursuant to the above procedures shall not be guaranteed the assignment by the Management Firm of a specific use period. Such owner may, however, make a reservation request for a use period on a space available basis.

(e) There shall be no accrual or carryover of unused time from one year to the next.

(f) An owner may cancel a confirmed reservation by giving notice to the Management Firm. In the event a confirmed reservation is cancelled, the owner shall be deemed to have used the designated Unit Week or designated days for which the confirmed reservation was made, unless another owner can use the designated Unit Week or designated days thereby creating an additional unreserved use period, in which case the cancelling owner shall be entitled to request the reservation of another Time-share Unit Week on a space available basis.

(g) An owner's failure to properly request a reservation or utilize a Unit after having reserved a use period, shall not relieve such owner from the payment of all assessments or maintenance fees for the Time-share Estate(s) owned by the owner.

(h) In the event the Board of Directors of the Association determines that the then-current reservation system is unmanageable or is, for any reason, unfair to the owners, the Directors may, without the consent of the owners, revise the reservation system from time to time and cause such system to contain one or more of the following features:

- (1) A system which assures that each owner will have an opportunity to make a reservation for the more popular holiday periods;
- (2) A priority system for reservations which will give preference to those owners who did not receive their desired reservation in the previous year;
- (3) Different minimum and maximum time periods or dates for requesting a reservation request;
- (4) Such other conditions, restrictions and limitations as the Directors shall deem necessary under the circumstances to assure a manageable and fair system.

27. BONUS TIME GUIDELINES

Bonus time is a Gold Card benefit allowing Sunrise Cove owners to rent timeshare units, from the Homeowner's Association, at reduced rates for usage in addition to any week(s) owned. The following guidelines govern the Bonus Time Program.

1. USAGE: Bonus Time is for Gold Card owners in good standing (current on maintenance fees and loan payments) and / or their immediate family. (Includes spouses, children, parents, grandparents, or grandchildren.)
2. AVAILABILITY: Bonus Time is based on usage of (A) "Designated Weeks" (seven blue weeks from each unit, and or (B) weeks or days deposited in the Bonus Time pool by owners.
3. REQUESTS: Only owners may request Bonus Time. Only one (1) request per owner may be pending at a time. Bonus Time requests are taken no sooner than 2 weeks (1-14 days) prior to usage. Requests are satisfied on a "first com, first served, space available" basis. Requests for multiple units are satisfied upon availability ten days ahead of arrival date.
4. CONFIRMATIONS: The reservation must be guaranteed by a credit card at the time the request is made to receive a confirmation. Confirmed Bonus Time reservations must be canceled 72 hours prior to usage. If a reservation is canceled after the 72 hour deadline they will incur a charge, equal to Bonus Time Nightly Rate for the unit type reserved.
5. BONUS TIME RATES: (Sales Tax Included)

Studio Suite	\$40/Night	One Bedroom Spa	\$70/Night
Executive Suite	\$60/Night	Two Bedroom Townhouse	\$65/Night
Studio Spa Suite	\$60/Night	Three Bedroom Townhouse	\$90/Night
L Row - B	\$40/Night	L Row AB	\$85/Night
One Bedroom Suite	\$55/Night	L Row 14,15,19,24,29, A or B	\$85/Night
L Row - A	\$55/Night	L Row 14,15,19,24,29 AB (4 bdrm)	\$170/Night
Mansion	\$110/Night	Rustic	\$120/Night
6. PAYMENTS: Advance payment by credit card, check or money order is accepted but not required. Advance payments are refunded if reservations are canceled 72 hours prior to usage. Total lodging charges are not reduced upon early departure. Full payment is required at check-out. Gold Card lodging discounts do not apply to Bonus Time usage.

7. We hope you enjoy your bonus time vacationing at Sunrise Cove, and please visit often.

bonus time 07/03

28. AMENDMENTS TO RULES: The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time without consent of its members. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

BY ORDER OF THE BOARD OF DIRECTORS OF SUNRISE COVE TIME-SHARE ASSOCIATION, INC.


Secretary

11-30-93

FIRST AMENDMENT TO DECLARATION OF TIME-SHARE PROGRAM FOR SUNRISE COVE

(All Exhibits Referenced herein are contained in the Appendix of Exhibits)

VILLAGE LAKESHARES, INC., an Iowa corporation (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this First Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, this Amendment being made pursuant to Article XXI.

Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase II;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements, over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

This Amendment is a supplement to and not a replacement of the original Declaration as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, Inc., an Iowa corporation, has signed its name by its proper officer, this 11th day of July, 1989.

VILLAGE Lakeshares, Inc.

BY:

Mark E. Ferdig
Mark E. Ferdig, Vice-President

STATE OF IOWA

:SS

COUNTY OF DICKINSON

On this 11th day of July, 1989, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Ferdig, to me personally known, who, being by me duly sworn, did say that they are the Vice President, respectively, of the corporation executing the foregoing instrument; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and Mark E. Ferdig acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

Mary Jo Garesche
Notary Public in and for said State
Mary Jo Garesche

EXHIBIT "A" PROPERTY INFORMATION

Phase II of Sunrise Cove consists of five (5) existing townhouse units and three (3) existing hotel/motel units located at Village West Resort on West Lake Okoboji, Dickinson County, Iowa.

All units are located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area A shows the general location of the townhouses and specifically identifies units 1F, 3F, 4F, 5F and 6F which are being submitted at this time. The legal description and survey of these five units is set out on Exhibit A-2.

Each townhouse unit is a two-story wood frame structure on a concrete block crawl space foundation. The structure is a modified A-frame configuration. Side walls are constructed of 2" x 6" studs, 16" on center, sheathed with 1/2" Blandex sheathing and asphalt shingles. End walls are 2" x 4" studs, 16" on center, sheathed with 3/8" rough-sawn cedar siding. Roof is constructed of engineered truss rafters, sheathed with 3/4" plywood and asphalt shingles. All floors are 2" x 10" floor joists under 3/4" plywood sub-floors. The floor plan and building elevations are at Exhibit A-3. The Units 1F, 3F, 4F, 5F and 6F are each specifically described as follows:

UNIT #1F A townhouse located in the second row north of the beach. It is the eighth unit from the west end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #3F is a townhouse located in the second row north of the beach. It is the sixth unit from the west end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #4F is a townhouse located in the second row north of the beach. It is the fifth unit from the west end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #5F is a townhouse located in the second row north of the beach. It is the fourth unit from the west end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #6F is a townhouse located in the second row north of the beach. It is the third unit from the west end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

The initial furniture and personal property to be placed in the townhouse units is the same or similar to the two original townhouse units.

The three hotel/motel units will be located in Area B, the east wing, shown on A-1 and specifically identified on A-9B. This exhibit amends the A-9B filed with the Declaration. These units are on the third or top floor. Exhibit A-9B also identifies the type of floor plan to be used in these units. The building elevation for the east wing is shown on Exhibit A-9C. A general location description of each unit is as follows:

UNIT #608 is a studio unit located in the east wing of the main complex on the third, or top, floor. It is the fourth unit from the west entrance to this wing, on the south side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms; the main living area and one bathroom.

UNIT #617/619 is a one bedroom unit located in the east wing of the main complex on the third, or top, floor. It is the ninth unit from the west entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms; a living-dining area, one bedroom, and two bedrooms.

UNIT #618/620 is a one bedroom unit located in the east wing of the main complex on the third, or top, floor. It is the ninth unit from the west entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms; a living-dining area, one bedroom and two bedrooms.

The fifteen units now submitted under Phases I and II have the following square footage and at this time have the proportionate interest in the Common Elements set forth below (see current listing in Ninth Amendment) dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit).

EXHIBIT "B" LIMITED COMMON ELEMENTS

The limited common elements for Units 1F, 3F, 4F, 5F and 6F, townhouse units, are the deck areas located off the living area on the main floor of each townhouse.

The limited common elements for Units 608, 617/619, and 618/620, hotel/motel units, are the outside deck areas located off each unit.

SECOND AMENDMENT TO DECLARATION OF TIME-SHARE PROGRAM FOR SUNRISE COVE
(All Exhibits Referenced herein are contained in the Appendix of Exhibits)

VILLAGE LAKESHARES, INC., an Iowa corporation (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Second Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, and a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, this Amendment being made pursuant to Article XXI.

Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase III;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

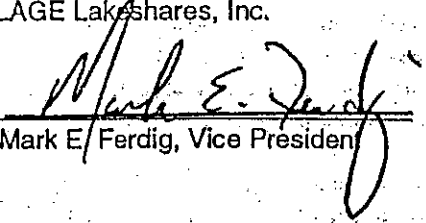
2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

This Second Amendment is a supplement to and not a replacement of the original Declaration or First Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, Inc., an Iowa corporation, has signed its name by its proper officer, this 6th day of September, 1989.

VILLAGE Lakeshares, Inc.

BY: 

Mark E. Ferdig, Vice President

STATE OF IOWA

:SS

COUNTY OF WOODBURY

On this 6th day of September, 1989, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Ferdig, to me personally known, who, being by me duly sworn, did say that they are the Vice President, respectively, of the corporation executing the foregoing instrument; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and Mark E. Ferdig acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

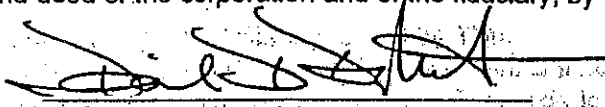

Notary Public in and for said State

EXHIBIT "A" PROPERTY INFORMATION

Phase III of Sunrise Cove consists of four (4) existing townhouse units and three (3) existing hotel/motel units located at Village West Resort on West Lake Okoboji, Dickinson County, Iowa.

All units are located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area A shows the general location of the townhouses and specifically identifies units 1E, 8E, 9E, and 2F which are being submitted at this time. The legal description and survey of these four units is set out on Exhibit A-2.

Each townhouse unit is a two-story wood frame structure on a concrete block crawl space foundation. The structure is a modified A-frame configuration. Side walls are constructed of 2" x 6" studs, 16" on center, sheathed with 1/2" Blandex sheathing and asphalt shingles. End walls are 2" x 4" studs, 16" on center, sheathed with 3/8" rough-sawn cedar siding. Roof is constructed of engineered truss rafters, sheathed with 3/4" plywood and asphalt shingles. All floors are 2" x 10" floor joists under 3/4" plywood sub-floors. The floor plan and building elevations are at Exhibit A-3 of the First Amendment. The Units 1E, 8E, 9E, and 2F are each specifically described as follows:

UNIT #1E A townhouse located in the third row north of the beach. It is the ninth unit from the west end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #8E is a townhouse located in the third row north of the beach. It is the second unit from the west end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #9E is a townhouse located in the third row north of the beach. It is the first unit from the west end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #2F is a townhouse located in the second row north of the beach. It is the seventh unit from the west end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

The initial furniture and personal property to be placed in the townhouse units is the same or similar to the first townhouse units which were submitted.

The three hotel/motel units will be located in Area B, the east wing, shown on A-1 and specifically identified on A-9B. This exhibit amends the A-9B filed with the Declaration and First Amendment. These units are on the third or top floor. Exhibit A-9B also identifies the type of floor plan to be used in these units. The building elevation for the east wing is shown on Exhibit A-9C. A general location description of each unit is as follows:

UNIT #606 is a studio unit located in the east wing of the main complex on the third, or top, floor. It is the third unit from the west entrance to this wing, on the south side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #605/607 is a one bedroom unit located in the east wing of the main complex on the third, or top, floor. It is the third unit from the west entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom, and two bathrooms.

UNIT #621/623 is a one bedroom unit located in the east wing of the main complex on the third, or top, floor. It is the eleventh unit from the west entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

The twenty-two units now submitted under Phases I, II and III have the following square footage and at this time have the proportionate interest in the Common Elements set forth below (see current listing in Ninth Amendment) dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

EXHIBIT "B" **LIMITED COMMON ELEMENTS**

The limited common elements for Units 1E, 8E, 9E, and 2F, townhouse units, are the deck areas located off the living area on the main floor of each townhouse.

The limited common elements for Units 605/607, 606, and 621//623, hotel/motel units, are the outside deck areas located off each unit.

THIRD AMENDMENT TO DECLARATION OF TIME-SHARE PROGRAM FOR SUNRISE COVE

(All Exhibits Referenced herein are contained in the Appendix of Exhibits)

VILLAGE Lakeshares, Inc., an Iowa corporation (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Third Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office and a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, this Amendment being made pursuant to Article XXI.

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase IV;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a). The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become party of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and

applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase IV, the definitions of "Day", Section II(10), and "Unit Week", Section II(31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Friday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Friday.

B. Unit Week #1 is the seven (7) days commencing on the first Friday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Friday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

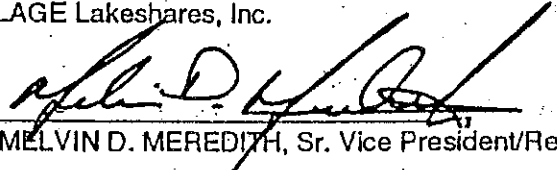
III. The Limited Common Elements for the Phase IV units is identified on Exhibit "B".

This Third Amendment is a supplement to and not a replacement of the original Declaration or First Amendment or Second Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, Inc., an Iowa corporation, has signed its name by its proper officer, this 14th day of May, 1990.

VILLAGE Lakeshares, Inc.

BY: 

MELVIN D. MEREDITH, Sr. Vice President/Resort Operations

STATE OF IOWA

:SS

COUNTY OF WOODBURY

On this 14th day of May, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Melvin D. Meredith, to me personally known, who, being by me duly sworn, did say that he is the Sr. Vice President of Resort Operations, of the corporation executing the foregoing instrument; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and Melvin D. Meredith acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it and by him voluntarily executed.

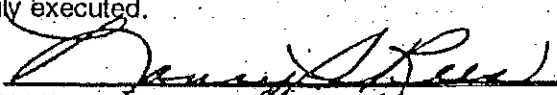

NOTARY PUBLIC in and for said County and State

EXHIBIT "A"
PROPERTY INFORMATION

Phase IV of Sunrise Cove consists of six (6) existing townhouse units and five (5) existing hotel/motel units located at Village West Resort on West Lake Okoboji, Dickinson County, Iowa.

All units are located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area A shows the general location of the townhouses and specifically identifies units 2E, 3E, 4E, 5E, 6E, and 7E which are being submitted at this time. The legal description and survey of these four units is set out on Exhibit A-2.

Each townhouse unit is a two-story wood frame structure on a concrete block crawl space foundation. The structure is a modified A-frame configuration. Side walls are constructed of 2" x 6" studs, 16" on center, sheathed with 3/8" rough-sawn cedar siding. End walls are 2" x 4" studs, 16" on center, sheathed with 3/8" rough-sawn cedar siding. Roof is constructed of engineered truss rafters, sheathed with 3/4" plywood and asphalt shingles. All floors are 2" x 10" floor joists under 3/4" plywood sub-floors. The floor plan and building elevations are at Exhibit A-3 of the First Amendment. The Units 2E, 3E, 4E, 5E, 6E, and 7E are each specifically described as follows:

UNIT #2E A townhouse located in the third row north of the beach. It is the second unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #3E is a townhouse located in the third row north of the beach. It is the third unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #4E is a townhouse located in the third row north of the beach. It is the fourth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #5E is a townhouse located in the third row north of the beach. It is the fifth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #6E is a townhouse located in the third row north of the beach. It is the sixth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #7E is a townhouse located in the third row north of the beach. It is the seventh unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

The initial furniture and personal property to be placed in the townhouse units is the same or similar to the first townhouse units which were submitted.

The five hotel/motel units will be located in Area B, the east wing, shown on A-1 and

specifically identified on A-9B (1) and A-9B(2). These exhibits amend the A-9B exhibits filed with the Declaration, the First Amendment, and the Second Amendment. Units 601/603 and 622/624 are on the third or top floor. Units 411, 413, and 415 are on the first or bottom floor. Exhibits A-9B (1) and (2) also identify the type of floor plan to be used in these units: The building elevation for the east wing is shown on Exhibit A-9C. A general location description of each unit is as follows:

UNIT #411 is a studio unit located in the east wing of the main complex on the first, or bottom, floor. It is the sixth unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #413 is a studio unit located in the east wing of the main complex on the first, or bottom, floor. It is the seventh unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #601/603 is a one bedroom unit located in the east wing of the main complex on the third, or top, floor. It is the first unit from the west entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #415 is a studio unit located in the east wing of the main complex on the first, or bottom, floor. It is the eighth unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #622/624 is a one bedroom unit located in the east wing of the main complex on the third, or top, floor. It is the eleventh unit from the west entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

The hotel/motel units will contain similar furnishings to those included in the Declaration.

The thirty-three (33) units now submitted under Phases I, II, III, and IV have the following square footage and at this time have the proportionate interest in the Common Elements set forth below (see current Listing in Ninth Amendment) dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit)

EXHIBIT "B" **LIMITED COMMON ELEMENTS**

The limited common elements for Units 2E, 3E, 4E, 5E, 6E, and 7E, townhouse units, are the deck areas located off the living area on the main floor of each townhouse.

The limited common elements for Units 411, 413, 415, 601/603, and 622/624 hotel/motel units, are the outside deck areas located off each unit.

FOURTH AMENDMENT TO DECLARATION OF TIME-SHARE PROGRAM FOR SUNRISE COVE
(All Exhibits Referenced herein are contained in the Appendix of Exhibits)

VILLAGE LAKESHARES, INC., an Iowa corporation (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Fourth Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office and a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, this Amendment being made pursuant to Article XXI.

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase V;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase V, the definitions of "Day", Section II (10), and "Unit Week", Section II (31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Friday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Friday.

B. Unit Week #1 is the seven (7) days commencing on the first Friday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Friday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

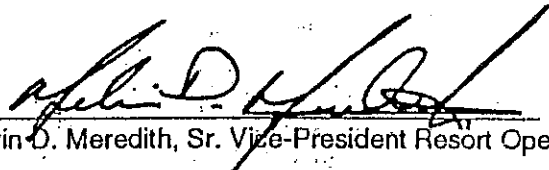
III. The Limited Common Elements for the Phase V units is identified on Exhibit "B".

This Fourth Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, or Third Amendment, as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration. All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, Inc., an Iowa corporation, has signed its name by its proper officer, this 31st day of July, 1991.

VILLAGE LAKESHARES, L.P.

BY:


Melvin D. Meredith, Sr. Vice-President Resort Operations

STATE OF IOWA

SS

COUNTY OF DICKINSON

On this 31st day of July, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Melvin D. Meredith, to me personally known, who, being by me duly sworn, did say that he is the Sr. Vice President of Resort Operations, of the corporation executing the foregoing instrument; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and Melvin D. Meredith acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

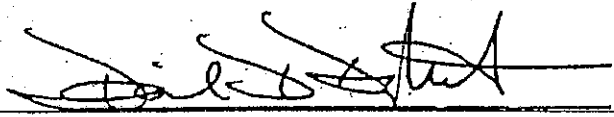

NOTARY PUBLIC in and for said County and State
Daniel D. Dykstra

EXHIBIT "A" PROPERTY INFORMATION

Phase V of Sunrise Cove consists of two (2) existing townhouse units and four (4) existing hotel/motel units located at Village West Resort on West Lake Okoboji, Dickinson County, Iowa.

All units are located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area A shows the general location of the townhouses and specifically identifies Units 1G and 2G which are being submitted at this time. The legal description and survey of these two units is set out on Exhibit A-2.

Each townhouse unit is a two-story wood frame structure on a concrete block crawl space foundation. The structure is a modified A-frame configuration. Side walls are constructed of 2" x 6" studs, 16" on center, sheathed with 1/2" Blandex sheathing and asphalt shingles. End walls are 2" x 4" studs, 16" on center, sheathed with 3/8" rough-sawn cedar siding. Roof is constructed of engineered truss rafters, sheathed with 3/4" plywood and asphalt shingles. All floors are 2" x 10" floor joists under 3/4" plywood sub-floors. The floor plan and building elevations are at Exhibit A-3 of the First Amendment. The Units 1G and 2G are each specifically described as follows:

UNIT #1G A townhouse located in the first row north of the beach. It is the first unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #2G A townhouse located in the first row north of the beach. It is the second unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

The initial furniture and personal property to be placed in the townhouse units is the same or similar to the first townhouse units which were submitted.

The four hotel/motel units will be located in Area B, the east wing, shown on A-1 and specifically identified on A-9B (2) and A-9B (3). These exhibits amend the A-9B exhibits filed with the Declaration, the First Amendment, the Second Amendment, and the Third Amendment. Units 517/519 and 521/523 are on the second or middle floor. Units 417 and 419 are on the first or bottom floor. Exhibits A-9B (2) and A-9B(3) also identify the type of floor plan to be used in these units. The building elevation for the east wing is shown on Exhibit A-9C. A general location description of each unit is as follows:

UNIT #417 is a studio unit located in the east wing of the main complex on the first, or bottom, floor. It is the ninth unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #419 is a studio unit located in the east wing of the main complex on the first, or bottom, floor. It is the tenth unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #517/519 is a one bedroom unit located in the east wing of the main complex on the second, or middle, floor. It is the ninth unit from the west entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #521/523 is a one bedroom unit located in the east wing of the main complex on the second, or middle, floor. It is the eleventh unit from the west entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

The hotel/motel units will contain similar furnishings to those included in the Declaration.

The thirty-nine (39) units now submitted under Phases I, II, III, IV and V have the following square footage and at this time have the proportionate interest in the Common Elements set forth below, (see current listing in Ninth Amendment) dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

EXHIBIT "B" **LIMITED COMMON ELEMENTS**

The limited common elements for Units 1G and 2G, townhouse units, are the deck areas located off the living area on the main floor of each townhouse.

The limited common elements for Units 417, 419, 517/519, and 521/523, hotel/motel units, are the outside deck areas located off each unit.

FIFTH AMENDMENT TO DECLARATION OF TIME-SHARE PROGRAM FOR SUNRISE COVE
(All Exhibits Referenced herein are contained in the Appendix of Exhibits)

VILLAGE Lakeshares, Inc., an Iowa corporation (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Fifth Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989, and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989, at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990, and filed May 25, 1990, at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, and a Fourth Amendment dated July 31, 1991, and filed July 31, 1991, at Miscellaneous Record 4, Page 693, this Amendment being made pursuant to Article XXI.

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase VI'

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase VI, the definitions of "Day", Section II(10), and "Unit Week", Section II (31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Friday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Friday.

B. Unit Week #1 is the seven (7) days commencing on the first Friday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Friday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

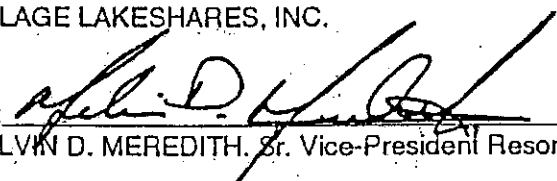
III. The Limited Common Elements for the Phase VI units is identified on Exhibit "B".

This Fifth Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, or Fourth Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration, unless specifically noted herein.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, Inc., an Iowa corporation, has signed its name by its proper officer, this 7th day of February, 1992.

VILLAGE LAKESHARES, INC.

BY: 

MELVIN D. MEREDITH, Sr. Vice-President Resort Operations

STATE OF IOWA

SS

COUNTY OF DICKINSON

On this 7th day of February, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Melvin D. Meredith, to me personally known, who, being by me duly sworn, did say that he is the Sr. Vice President of Resort Operations, of the corporation executing the foregoing instrument; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and Melvin D. Meredith acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

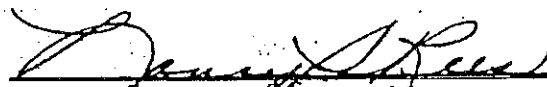

NOTARY PUBLIC in and for said County and State

EXHIBIT "A" PROPERTY INFORMATION

Phase VI of Sunrise Cove consists of four (4) existing townhouse units and six (6) existing hotel/motel units located at Village West Resort on West Lake Okoboji, Dickinson County, Iowa.

All units are located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area A shows the general location of the townhouses and specifically identifies Units 3G, 4G, 5G, and 6G which are being submitted at this time. The legal description and survey of these four units is set out on Exhibit A-2.

Each townhouse unit is a two-story wood frame structure on a concrete block crawl space foundation. The structure is a modified A-frame configuration. Side walls are constructed of 2" x 6" studs, 16" on center, sheathed with 1/2" Blandex sheathing and asphalt shingles. End walls are 2" x 4" studs, 16" on center, sheathed with 3/8" rough-sawn cedar siding. The roof is constructed of engineered truss rafters, sheathed with 3/4" plywood and asphalt shingles. All floors are 2" x 10" floor joists under 3/4" plywood sub-floors. The floor plan and building elevations are at Exhibit A-3. The Units 3G, 4G, 5G, and 6G are each specifically described as follows:

UNIT #3G A townhouse located in the first row north of the beach. It is the third unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 feet.

UNIT #4G A townhouse located in the first row north of the beach. It is the fourth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #5G A townhouse located in the first row north of the beach. It is the fifth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #6G A townhouse located in the first row north of the beach. It is the sixth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

The initial furniture and personal property to be placed in the townhouse units is the same or similar to the first townhouse units which were submitted.

The six hotel/motel units will be located in Area B, the east wing, shown on Exhibit A-1 and specifically identified on A-9B (2) and A-9B (3). These exhibits amend the A-9B exhibits filed with the Declaration, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment. Units 505/507, 513/515, 509 and 511 are on the second or middle floor. Units 407 and 409 are on the first or bottom floor. Exhibits A-9B (2) and A-9B (3) also identify the type of floor plan to be used in these units. The building elevation for the east wing is shown on Exhibit A-9C. A general location description of each unit is as follows:

UNIT #407 is a studio unit located in the east wing of the main complex on the first, or bottom, floor. It is the fourth unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #409 is a studio unit located in the east wing of the main complex on the first, or bottom, floor. It is the fifth unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #509 is a studio unit located in the east wing of the main complex on the second or middle floor. It is the fifth unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #511 is a studio unit located in the east wing of the main complex on the second, or middle floor. It is the sixth unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #505/507 is a one bedroom unit located in the east wing of the main complex on the second, or middle, floor. It is the third unit from the west entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #513/515 is a one bedroom unit located in the east wing of the main complex on the second, or middle, floor. It is the seventh unit from the west entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

The hotel/motel units will contain similar furnishings to those included in the Declaration.

The forty-nine (49) units now submitted under Phases I, II, III, IV, V and VI have the following square footage and at this time have the proportionate interest in the Common Elements set forth below (see current listing in Ninth Amendment) dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit).

EXHIBIT "B" **LIMITED COMMON ELEMENTS**

The limited common elements for Units 3G, 4G, 5G, and 6G, townhouse units, are the deck areas located off the living area on the main floor of each townhouse.

The limited common elements for Units 407, 409, 509, 511, 505/507 and 513/515 hotel/motel units, are the outside deck areas located off each unit.

SIXTH AMENDMENT TO DECLARATION OF TIME-SHARE PROGRAM FOR SUNRISE COVE
(All Exhibits referenced herein are contained in the Appendix of Exhibits)

VILLAGE Lakeshares, Inc., an Iowa corporation (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Sixth Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989, and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989, at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990, and filed May 25, 1990, at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, and a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, this Amendment being made pursuant to Article XXI.

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase VII;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Timeshare Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created

on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase VII, the definitions of "Day", Section II (10), and "Unit Week", Section II (31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Friday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Friday.

B. Unit Week #1 is the seven (7) days commencing on the first Friday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Friday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

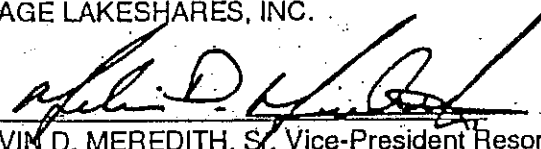
III. The Limited Common Elements for the Phase VII units is identified on Exhibit "B".

This Sixth Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment or Fifth Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, Inc., an Iowa corporation, has signed its name by its proper officer, this 23rd day of July, 1992.

VILLAGE LAKESHARES, INC.

BY: 
MELVIN D. MEREDITH, Sr. Vice-President Resort Operations

STATE OF IOWA
:SS
COUNTY OF DICKINSON

On this 23rd day of July, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Melvin D. Meredith, to me personally known, who, being by me duly sworn, did say that he is the Sr. Vice President of Resort Operations, of the corporation executing the foregoing instrument; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and Melvin D. Meredith acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

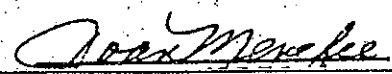

NOTARY PUBLIC in and for said State

EXHIBIT "A" PROPERTY INFORMATION

Phase VII of Sunrise Cove consists of one (1) existing townhouse unit and fifteen (15) existing hotel/motel units located at Village West Resort on West Lake Okoboji, Dickinson County, Iowa.

All units are located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area A shows the general location of the townhouse and specifically identifies Unit 7G which is being submitted at this time. The legal description and survey of the one unit is set out on Exhibit A-2.

Each townhouse unit is a two-story wood frame structure on a concrete block crawl space foundation. The structure is a modified A-frame configuration. Side walls are constructed of 2" x 6" studs, 16" on center, sheathed with 1/2" Blandex sheathing and asphalt shingles. End walls are 2" x 4" studs, 16" on center, sheathed with 3/8" rough-sawn cedar siding. The roof is constructed of engineered truss rafters, sheathed with 3/4" plywood and asphalt shingles. All floors are 2" x 10" floor joists under 3/4" plywood sub-floors. The floor plan and building elevations are at Exhibit A-3. The Unit 7G is specifically described as follows:

UNIT #7G A townhouse located in the first row north of the beach. It is the seventh unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

The initial furniture and personal property to be placed in the townhouse unit is the same or similar to the first townhouse units which were submitted.

The fifteen hotel/motel units will be located in Area B, the east wing, shown on Exhibit A-1 and specifically identified on A-9B(2) and A-9B(3). These exhibits amend the A-9B exhibits filed with the Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment. Units 501/503, 502/504, 506/508, 514/516, 518/520, 522/524, 510 and 512 are on the second or middle floor. Units 408, 410, 412, 414, 416, 418 and 420 are on the first or bottom floor. Exhibits A-9B (2) and A-9B (3) also identify the type of floor plan to be used in these units. The building elevation for the east wing is shown on Exhibit A-9C. A general location description of each unit is as follows:

UNIT #408 is a studio unit located in the east wing of the main complex on the first, or bottom, floor. It is the third unit from the west entrance to this wing, on the south side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #410 is a studio unit located in the east wing of the main complex on the first, or bottom, floor. It is the fourth unit from the west entrance to this wing, on the south side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #412 is a studio unit located in the east wing of the main complex on the first, or bottom, floor. It is the fifth unit from the west entrance to this wing, on the south side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #414 is a studio unit located in the east wing of the main complex on the first, or bottom, floor. It is the sixth unit from the west entrance to this wing, on the south side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #416 is a studio unit located in the east wing of the main complex on the first, or bottom, floor. It is the seventh unit from the west entrance to this wing, on the south side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #418 is a studio unit located in the east wing of the main complex on the first, or bottom, floor. It is the eighth unit from the west entrance to this wing, on the south side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #420 is a studio unit located in the east wing of the main complex on the first, or bottom, floor. It is the ninth unit from the west entrance to this wing, on the south side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #510 is a studio unit located in the east wing of the main complex on the second or middle floor. It is the fifth unit from the west entrance to this wing, on the south side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #512 is a studio unit located in the east wing of the main complex on the second, or middle floor. It is the sixth unit from the west entrance to this wing, on the south side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

UNIT #501-503 is a one bedroom unit located in the east wing of the main complex on the second, or middle, floor. It is the first unit from the west entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #502/504 is a one bedroom unit located in the east wing of the main complex on the second, or middle, floor. It is the first unit from the west entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #506/508 is a one bedroom unit located in the east wing of the main complex on the second, or middle, floor. It is the third unit from the west entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #514/516 is a one bedroom unit located in the east wing of the main complex on the second, or middle, floor. It is the seventh unit from the west entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

EXHIBIT "A" PROPERTY INFORMATION

Phase VIII of Sunrise Cove consists of five (5) existing townhouse units and eight (8) existing hotel/motel units located at Village West Resort on West Lake Okoboji, Dickinson County, Iowa.

All units are located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area A shows the general location of the townhouses and specifically identifies Units 2H, 3H, 4H, 5H and 6H which are being submitted at this time. The legal descriptions and surveys of the five units are set out on Exhibit A-2.

Each townhouse unit is a two-story wood frame structure on a concrete block crawl space foundation. The structure is a modified A-frame configuration. Side walls are constructed of 2" x 6" studs, 16" on center, sheathed with 1/2" Blandex sheathing and asphalt shingles. End walls are 2" x 4" studs, 16" on center, sheathed with 3/8" rough-sawn cedar siding. The roof is constructed of engineered truss rafters, sheathed with 3/4" plywood and asphalt shingles. All floors are 2" x 10" floor joists under 3/4" plywood sub-floors. The floor plan and building elevations are at Exhibit A-3. The Units 2H, 3H, 4H, 5H and 6H are specifically described as follows:

UNIT #2H A townhouse located in the first row south of the beach. It is the second unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #3H A townhouse located in the first row south of the beach. It is the third unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining, and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #4H A townhouse located in the first row south of the beach. It is the fourth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #5H A townhouse located in the first row south of the beach. It is the fifth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #6H A townhouse located in the first row south of the beach. It is the sixth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

The initial furniture and personal property to be placed in the townhouse units are the same or similar to the first townhouse units which were submitted.

The eight hotel/motel units will be located in Area C, the west wing, shown on Exhibit A-1 and specifically identified on A-9B(2). Units 201/302, 204/206, 205/207, 208/210, 209/211, 212/214, 215/217 and 216/218 are on the second or middle floor. Exhibit A-9B(2) also identifies the type of floor plan to be used in these units. The building elevation for the west wing is shown on Exhibit A-9C. A general location description of each unit is as follows:

UNIT #201/203 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the first unit from the east entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #204/206 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the second unit from the east entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #205/207 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the third unit from the east entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #208/210 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the fourth unit from the east entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #209/211 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the fifth unit from the east entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #212/214 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the sixth unit from the east entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #215/217 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the eighth unit from the east entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #216/218 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the eighth unit from the east entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

The hotel/motel units will contain similar furnishings to those included in the Declaration.

The seventy-eight (78) units now submitted under Phases I, II, III, IV, V, VI, VII and VIII have the following square footage and at this time have the proportionate interest in the Common Elements set forth below (see current listings in Ninth Amendment) dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit).

EXHIBIT "B" LIMITED COMMON ELEMENTS

The limited common elements for Unit 2H, 3H, 4H, 5H and 6H, townhouse units, are the deck areas located off the living area on the main floor of the townhouses. The limited common elements for Units 201/203, 204/206, 205/207, 208/210, 209/211, 212/214, 215/217 and 216/218 hotel/motel units, are the outside deck areas located off each unit.

UNIT #518/520 is a one bedroom unit located in the east wing of the main complex on the second, or middle, floor. It is the ninth unit from the west entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #522/524 is a one bedroom unit located in the east wing of the main complex on the second, or middle, floor. It is the eleventh unit from the west entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

The hotel/motel units will contain similar furnishings to those included in the Declaration.

The sixty-five (65) units now submitted under Phase I, II, III, IV, V, VI and VII have the following square footage and at this time have the proportionate interest in the Common Elements set forth below (see current listing in Ninth Amendment) dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit).

The Common Elements for Phases I, II, III, IV, V, VI and VII consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B (1), A-9B (2) and A-9B (3). Any interest in common area not allocated to Unit owners will belong to the Association.

EXHIBIT "B" **LIMITED COMMON ELEMENTS**

The limited common elements for Unit 7G, townhouse unit, is the deck areas located off the living area on the main floor of the townhouse.

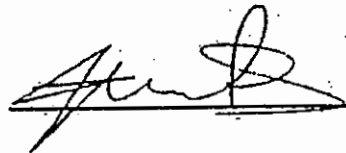
The limited common elements for Units 408, 410, 412, 414, 416, 418, 420, 510, 512, 501/503, 502/504, 506/508, 514/516, 518/520 and 522/524 hotel/motel units, are the outside deck areas located off each unit.

**SEVENTH AMENDMENT TO DECLARATION
OF TIME-SHARE PROGRAM OF SUNRISE COVE**

Village Lakeshares, Inc., an Iowa corporation (referred to as "Developer" in the Declaration), for itself, its successors, grantees and assigns, does hereby make, declare and publish this Seventh Amendment to the Declaration of Time-share Program for Sunrise Cove. This Amendment is made to a Declaration of Time-share Program recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989 at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989 and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's office, a Fourth Amendment dated July 31, 1992 and filed July 31, 1992 at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992 and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's office, and a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's office, this Amendment being made pursuant to Article XXI.

The definition of "Developer", as set forth in the first paragraph of the Declaration is hereby amended to mean Village Lakeshares, L.P., a limited partnership.

IT WITNESS WHEREOF, Village Lakeshares, Inc., an Iowa corporation, has signed its name by its proper officer on this 25th day of February, 1993.



STATE OF IOWA
SS
COUNTY OF WOODBURY

On this 25th day of February, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dirk J. Winkel, to me personally known, who being by me duly sworn, did say that he is the Chief Executive Officer and President of the corporation executing the within and foregoing instrument, that no seal had been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Dirk J. Winkel 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 voluntarily executed.

Patrick H. Tott



EIGHTH AMENDMENT TO DECLARATION OF TIME-SHARE PROGRAM FOR SUNRISE COVE

(All Exhibits referenced herein are contained in the Appendix of Exhibits)

VILLAGE Lakeshares, Inc. a limited partnership, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Eighth Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office and a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office this Amendment being made pursuant to Article XXI.

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estates ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase VIII;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinafter described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase VIII, the definitions of "Day", Section II (10), and "Unit Week", Section II (31), are amended, as allowed in the definitions as follows:

- A. Day #1 is a twenty-four (24) hour period of time commencing on Friday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Friday.
- B. Unit Week #1 is the seven (7) days commencing on the first Friday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Friday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

III. The Limited Common Elements for the Phase VIII units is identified on Exhibit "B".

The following sentence is added to the end of the first paragraph of Article X, Assessments, Special Changes, and Collection: In the event Assessments, or maintenance fees, are not paid when due, the owner may not trade, transfer, or exchange the owner's interest as part of any exchange program to which owner may belong. Further, Management Firm may rent the time-share estate and apply the net proceeds to the delinquent Assessments or maintenance fees.

This Eighth Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment or Seventh Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, Inc., a limited partnership, has signed its name by its proper officer, this 30th day of June, 1993.

VILLAGE Lakeshares, Inc.

General Partner of Village Lakeshares L.P.

BY: 

Peter W. Dietrich

STATE OF IOWA

SS

COUNTY OF DICKINSON

On this 30th day of June, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Peter W. Dietrich, to me personally known, who being by me duly sworn, did say that he is a General Partner, of the corporation executing the within and foregoing instrument to which this is attached, that the seal affixed thereto is the seal of the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that Peter W. Dietrich as general partner acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



NOTARY PUBLIC in and for said County and State

EXHIBIT "A"
PROPERTY INFORMATION

Phase VIII of Sunrise Cove consists of five (5) existing townhouse units and eight (8) existing hotel/motel units located at Village West Resort on West Lake Okoboji, Dickinson County, Iowa.

All units are located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area A shows the general location of the townhouses and specifically identifies Units 2H, 3H, 4H, 5H and 6H which are being submitted at this time. The legal descriptions and surveys of the five units are set out on Exhibit A-2.

Each townhouse unit is a two-story wood frame structure on a concrete block crawl space foundation. The structure is a modified A-frame configuration. Side walls are constructed of 2" x 6" studs, 16" on center, sheathed with 1/2" Blandex sheathing and asphalt shingles. End walls are 2" x 4" studs, 16" on center, sheathed with 3/8" rough-sawn cedar siding. The roof is constructed of engineered truss rafters, sheathed with 3/4" plywood and asphalt shingles. All floors are 2" x 10" floor joists under 3/4" plywood sub-floors. The floor plan and building elevations are at Exhibit A-3 of the First Amendment. The Units 2H, 3H, 4H, 5H and 6H are specifically described as follows:

UNIT #2H A townhouse located in the first row south of the beach. It is the second unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #3H A townhouse located in the first row south of the beach. It is the third unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #4H A townhouse located in the first row south of the beach. It is the fourth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #5H A townhouse located in the first row south of the beach. It is the fifth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #6H A townhouse located in the first row south of the beach. It is the sixth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

The initial furniture and personal property to be placed in the townhouse units are the same or similar to the first townhouse units which were submitted.

The eight hotel/motel units will be located in Area C, the west wing, shown on Exhibit A-1 and specifically identified on A-9B(2). Units 201/203, 204/206, 205/207, 208/210, 209/211, 212/214, 215/217 and 216/218 are on the second or middle floor. Exhibit A-9B(2) also identifies the type of floor plan to be used in these units. The building elevation for the west wing is shown on Exhibit A-9C attached to the First Amendment. A general location description of each unit is as follows:

UNIT #201/203 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the first unit from the east entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #204/206 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the second unit from the east entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #205/207 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the third unit from the east entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #208/210 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the fourth unit from the east entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #209/211 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the fifth unit from the east entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #212/214 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the sixth unit from the east entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #215/217 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the eighth unit from the east entrance to this wing on the south side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

UNIT #216/218 is a one bedroom unit located in the west wing of the main complex on the second, or middle, floor. It is the eighth unit from the east entrance to this wing on the north side of the common hall, the source of access. This unit is approximately 684 square feet and consists of four rooms: a living-dining area, one bedroom and two bathrooms.

The hotel/motel units will contain similar furnishings to those included in the Declaration.

The seventy-eight (78) units now submitted under Phases I, II, III, IV, V, VI, VII and VIII have the following square footage and at this time have the proportionate interest in the Common Elements set forth below dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
1E	Townhouse	855	1.692232	.032543	.037605
2E	Townhouse	855	1.692232	.032543	.037605
3E	Townhouse	855	1.692232	.032543	.037605
4E	Townhouse	855	1.692232	.032543	.037605
5E	Townhouse	855	1.692232	.032543	.037605
6E	Townhouse	855	1.692232	.032543	.037605
7E	Townhouse	855	1.692232	.032543	.037605
8E	Townhouse	855	1.692232	.032543	.037605
9E	Townhouse	855	1.692232	.032543	.037605
1F	Townhouse	855	1.692232	.032543	.037605
2F	Townhouse	855	1.692232	.032543	.037605
3F	Townhouse	855	1.692232	.032543	.037605
4F	Townhouse	855	1.692232	.032543	.037605
5F	Townhouse	855	1.692232	.032543	.037605
6F	Townhouse	855	1.692232	.032543	.037605
7F	Townhouse	855	1.692232	.032543	.037605
8F	Townhouse	855	1.692232	.032543	.037605
1G	Townhouse	855	1.692232	.032543	.037605
2G	Townhouse	855	1.692232	.032543	.037605
3G	Townhouse	855	1.692232	.032543	.037605
4G	Townhouse	855	1.692232	.032543	.037605

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
5G	Townhouse	855	1.692232	.032543	.037605
6G	Townhouse	855	1.692232	.032543	.037605
7G	Townhouse	855	1.692232	.032543	.037605
2H	Townhouse	855	1.692232	.032543	.037605
3H	Townhouse	855	1.692232	.032543	.037605
4H	Townhouse	855	1.692232	.032543	.037605
5H	Townhouse	855	1.692232	.032543	.037605
6H	Townhouse	855	1.692232	.032543	.037605
407	Studio	342	.676893	.013017	.015042
408	Studio	342	.676893	.013017	.015042
409	Studio	342	.676893	.013017	.015042
410	Studio	342	.676893	.013017	.015042
411	Studio	342	.676893	.013017	.015042
412	Studio	342	.676893	.013017	.015042
413	Studio	342	.676893	.013017	.015042
414	Studio	342	.676893	.013017	.015042
415	Studio	342	.676893	.013017	.015042
416	Studio	342	.676893	.013017	.015042
417	Studio	342	.676893	.013017	.015042
418	Studio	342	.676893	.013017	.015042
419	Studio	342	.676893	.013017	.015042
420	Studio	342	.676893	.013017	.015042
509	Studio	342	.676893	.013017	.015042
510	Studio	342	.676893	.013017	.015042
511	Studio	342	.676893	.013017	.015042

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
512	Studio	342	1.676893	.013017	.015042
201/ 203	1 Bedroom	684	1.35375	.026034	.030084
204/ 206	1 Bedroom	684	1.35375	.026034	.030084
205/ 207	1 Bedroom	684	1.35375	.026034	.030084
208/ 210	1 Bedroom	684	1.35375	.026034	.030084
209/ 211	1 Bedroom	684	1.35375	.026034	.030084
212/ 214	1 Bedroom	684	1.35375	.026034	.030084
215/ 217	1 Bedroom	684	1.35375	.026034	.030084
216/ 218	1 Bedroom	684	1.35375	.026034	.030084
501/ 503	1 Bedroom	684	1.35375	.026034	.030084
502/ 504	1 Bedroom	684	1.35375	.026034	.030084
505/ 507	1 Bedroom	684	1.35375	.026034	.030084
506/ 508	1 Bedroom	684	1.35375	.026034	.030084
513/ 515	1 Bedroom	684	1.35375	.026034	.030084
514/ 516	1 Bedroom	684	1.35375	.026034	.030084
517/ 519	1 Bedroom	684	1.35375	.026034	.030084
518/ 520	1 Bedroom	684	1.35375	.026034	.030084

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
521/ 523	1 Bedroom	684	1.35375	.026034	.030084
522/ 524	1 Bedroom	684	1.35375	.026034	.030084
601/ 603	1 Bedroom	684	1.35375	.026034	.030084
605/ 607	1 Bedroom	684	1.35375	.026034	.030084
606	Studio	342	.676893	.013017	.015042
608	Studio	342	.676893	.013017	.015042
610	Studio	342	.676893	.013017	.015042
611	Executive Studio	422	.835230	.016062	.018561
612	Studio	342	.676893	.013017	.015042
613/ 615	1 Bedroom	684	1.35375	.026034	.030084
614/ 616	1 Bedroom	684	1.35375	.026034	.030084
617/ 619	1 Bedroom	684	1.35375	.026034	.030084
618/ 620	1 Bedroom	684	1.35375	.026034	.030084
621/ 623	1 Bedroom	684	1.35375	.026034	.030084
622/ 624	1 Bedroom	684	1.35375	.026034	.030084

TOTAL FOR ALL
INTERESTS

50,525

99.999104

99.99948
(52)
(shares/unit)

99.99963
(45)
(shares/unit)

The Common Elements for Phases I, II, III, IV, V, VI, VII and VIII consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

E X H I B I T " B "

L I M I T E D C O M M O N E L E M E N T S

The limited common elements for Unit 2H, 3H, 4H, 5H and 6H, townhouse units, are the deck areas located off the living area on the main floor of the townhouses.

The limited common elements for Units 201/203, 204/206, 205/207, 208/210, 209/211, 212/214, 215/217 and 216/218 hotel/motel units, are the outside deck areas located off each unit.

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

RECEIVED
JAN 10 1964

FROM
DR. J. H. GOLDSTEIN
1521 CHEMISTRY BUILDING
UNIVERSITY OF CHICAGO
CHICAGO, ILL. 60637

NINTH AMENDMENT TO DECLARATION OF TIME-SHARE PROGRAM FOR SUNRISE COVE

(All Exhibits Referenced herein are contained in the Appendix of Exhibits)

VILLAGE LAKESHARES, L.P. a limited partnership, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Ninth Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office and an Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office this Amendment being made pursuant to Article XXI.

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase IX;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinaabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property

now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase IX, the definitions of "Day", Section II (10), and "Unit Week", Section II (31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Saturday at 11 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 11 a.m. C.S.T. (or C.D.T.) on Saturday.

B. Unit Week #1 is the seven (7) days commencing on the first Saturday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 11 a.m. on the first Saturday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

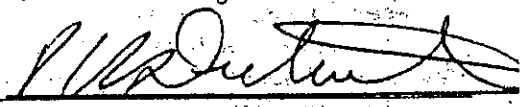
III. The Limited Common Elements for the Phase IX units is identified on Exhibit "B".

This Ninth Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment or Eighth Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, L.P., a limited partnership, has signed its name by its proper officer, this 23rd day of September, 1993.

VILLAGE LAKESHARES, L.P.
General Partner of Village Lakeshares, L.P.

BY: 
PETER W. DIETRICH

STATE OF IOWA
SS
COUNTY OF LINN

On this 23rd day of September, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Peter W. Dietrich, to me personally known, who being by me duly sworn, did say that he is a General Partner, of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Peter W. Dietrich as general partner acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.


NOTARY PUBLIC in and for said
County and State.

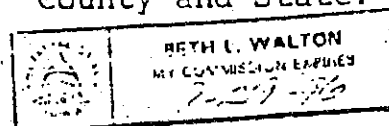


EXHIBIT "A" PROPERTY INFORMATION

Phase IX of Sunrise Cove consists of five (5) existing townhouse units located at Village West Resort on West Lake Okoboji, Dickinson County, Iowa.

All units are located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area A shows the general location of the townhouses and specifically identifies Units 1I, 2I, 3I, 4I and 5I which are being submitted at this time. The legal descriptions and surveys of the five units are set out on Exhibit A-2.

Each townhouse unit is a two-story wood frame structure on a concrete block crawl space foundation. The structure is a modified A-frame configuration. Side walls are constructed of 2" x 6" studs, 16" on center, sheathed with 1/2" Blandex sheathing and asphalt shingles. End walls are 2" x 4" studs, 16" on center, sheathed with 3/8" rough-sawn cedar siding. The roof is constructed of engineered truss rafters, sheathed with 3/4" plywood and asphalt shingles. All floors are 2" x 10" floor joists under 3/4" plywood sub-floors. The floor plan and building elevations are at Exhibit A-3. The Units 2H, 3H, 4H and 5H are specifically described as follows:

UNIT #1I A townhouse located in the second row south of the beach. It is the first unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #2I A townhouse located in the second row south of the beach. It is the second unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #3I A townhouse located in the second row south of the beach. It is the third unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #4I A townhouse located in the second row south of the beach. It is the fourth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #5I A townhouse located in the second row south of the beach. It is the fifth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

The initial furniture and personal property to be placed in the townhouse units are the same or similar to the first townhouse units which were submitted.

The Common Elements for Phases I, II, III, IV, V, VI, VII and VIII consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

EXHIBIT "B" LIMITED COMMON ELEMENTS

The limited common elements for Units 1I, 2I, 3I, 4I and 5I townhouse units, are the deck areas located off the living area on the main floor of the townhouses.

TENTH AMENDMENT TO DECLARATION OF TIME-SHARE PROGRAM FOR SUNRISE COVE
(All Exhibits Referenced herein are contained in the Appendix of Exhibits)

VILLAGE LAKESHARES, L.P. a limited partnership, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Ninth Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, a Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, and a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office. This Amendment being made pursuant to Article XXI.

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase XI;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinaabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over

and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase IX, the definitions of "Day", Section II (10), and "Unit Week", Section II (31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Sunday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Sunday.

B. Unit Week #1 is the seven (7) days commencing on the first Sunday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Sunday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

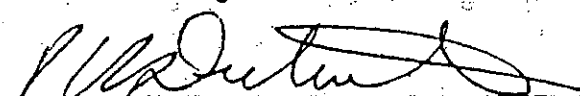
III. The Limited Common Elements for the Phase XI units is identified on Exhibit "B".

This Tenth Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment or Ninth Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, L.P., a limited partnership, has signed its name by its proper officer, this 24th day of August, 1994.

VILLAGE LAKESHARES, L.P.
General Partner of Village Lakeshares, L.P.

BY: 
PETER W. DIETRICH, President

STATE OF IOWA
SS
COUNTY OF LINN

On this 24th day of August, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Peter W. Dietrich, to me personally known, who being by me duly sworn, did say that he is a General Partner, of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Peter W. Dietrich as general partner acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

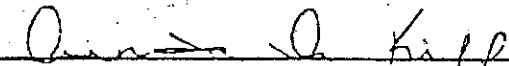

NOTARY PUBLIC in and for said County and State.

EXHIBIT "A" PROPERTY INFORMATION

Phase XI of Sunrise Cove consists of seven (7) existing townhouse units located at Village West Resort on West Lake Okoboji, Dickinson County, Iowa.

All units are located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area A shows the general location of the townhouses and specifically identifies Units 1H, 1J, 2J, 3J, 4J, 5J and 6J. The legal descriptions and surveys of the seven units are set out on Exhibit A-2.

Each townhouse unit is a two-story wood frame structure on a concrete block crawl space foundation. The structure is a modified A-frame configuration. Side walls are constructed of 2" x 6" studs, 16" on center, sheathed with 1/2" Blandex sheathing and asphalt shingles. End walls are 2" x 4" studs, 16" on center, sheathed with 3/8" rough-sawn cedar siding. The roof is constructed of engineered truss rafters, sheathed with 3/4" plywood and asphalt shingles. All floors are 2" x 10" floor joists under 3/4" plywood sub-floors. The floor plan and building elevations are at Exhibit A-3. The Units 1H, 1J, 2J, 3J, 4J, 5J and 6J are specifically described as follows:

UNIT #1H A townhouse located in the first row south of the beach. It is the first unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #1J A townhouse located in the third row south of the beach. It is the first unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, one bedroom and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #2J A townhouse located in the third row south of the beach. It is the second unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, one bedroom and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #3J A townhouse located in the third row south of the beach. It is the third unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, one bedroom and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #4J A townhouse located in the third row south of the beach. It is the fourth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, one bedroom and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #5J A townhouse located in the third row south of the beach. It is the fifth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, one bedroom and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

UNIT #6J A townhouse located in the third row south of the beach. It is the sixth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, one bedroom and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

The initial furniture and personal property to be placed in the townhouse unit are the same or similar to the first townhouse units which were submitted.

The types of configurations of the hotel/motel units described in the Declaration is hereby amended to read as follows:

The hotel/motel units will be comprised of five different types of configurations:

	<u>Floor Plan</u>	<u>Exhibit</u>
Studio	A	A-10
Executive Studio	B	A-11
One Bedroom	C	A-12
Executive Suite	D	A-13
Spa Suite	E	A-14

The three hotel/motel units will be located in Area B, the east wing, shown on Exhibit A-1 and specifically identified on A-9B(2) and A-9B(3). These exhibits amend the A-9B exhibits filed with the Declaration and prior Amendments. Units 403 and 405 are on the first or bottom floor and Unit 609 is on the the third or top floor. Exhibits A-9B(2) and A-9B(3) also identify the type of floor plan to be used in these units. The building elevation for the east wing is shown on Exhibit A-9C. A general location description on each unit is as follows:

UNIT #403 is a spa suite located in the east wing of the main complex on the first, or bottom, floor. It is the second unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 684 square feet and consists of three rooms: a living-dining area, one bedroom and a bathroom.

UNIT #405 is a spa suite located in the east wing of the main complex on the first, or bottom, floor. It is the third unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 684 square feet and consists of three rooms: living-dining area, one bedroom and one bathroom.

UNIT 609 is an Executive studio unit located in the east wing of the main complex on the third or top floor. It is the fifth unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

The hotel/motel units will contain similar furnishings to those included the the Declaration.

ELEVENTH AMENDMENT TO DECLARATION OF TIME-SHARE PROGRAM FOR SUNRISE COVE

(All Exhibits Referenced herein are contained in the Appendix of Exhibits)

VILLAGE LAKESHARES, L.P. a limited partnership, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"); as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Eleventh Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's Office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's Office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's Office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's Office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, an Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office and a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office. This Amendment is being made pursuant to Article XXI.

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase XII;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-Share Property as are necessary for

vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase XII, the definitions of "Day", Section II(10), and "Unit Week", Section II(31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Sunday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Sunday.

B. Unit Week #1 is the seven (7) days commencing on the first Sunday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Sunday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

III. The Limited Common Elements for the Phase XII units is identified on Exhibit "B".

This Eleventh Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, or Tenth Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, L.P., a limited partnership, has signed its name by its proper officer, this 24th day of January, 1995.

VILLAGE LAKESHARES, INC.
General Partner of Village Lakeshares L.P.

BY:


PETER W. DIETRICH, President

STATE OF IOWA, LINN COUNTY, ss:

On this 24th day of January, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Peter W. Dietrich, to me personally known, who, being by me duly sworn, did say that the person is the President of Village Lakeshares, Inc., a General Partner of Village Lakeshares Inc. an Iowa limited partnership, executing the foregoing instrument; that (no seal has been procured by) the corporation; that the instrument was signed on behalf of the corporation as General Partner of Village Lakeshares, Inc., an Iowa limited partnership, by authority of the corporation's Board of Directors; and that he as that officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by the officer voluntarily executed.

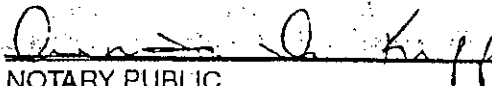

NOTARY PUBLIC

EXHIBIT "A"
PROPERTY INFORMATION

Phase XII of Sunrise Cove consists of one (1) existing townhouse unit located at Village West Resort on West Lake Okoboji, Dickinson County, Iowa.

All units are located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area A shows the general location of the townhouses and specifically identifies Unit 6I which is being submitted at this time. The legal description and survey of the one unit is set out on Exhibit A-2.

Each townhouse unit is a two-story wood frame structure on a concrete block crawl space foundation. The structure is a modified A-frame configuration. Side walls are constructed of 2" by 6" studs, 16" on center, sheathed with 1/2" Blandex sheathing and asphalt shingles. End walls are 2" x 4" studs, 16" on center, sheathed with 3/8" rough-sawn cedar siding. The roof is constructed of engineered truss rafters, sheathed with 3/4" plywood and asphalt shingles. All floors are 2" x 10" floor joists under 3/4" plywood sub-floors. The floor plan and building elevations are at Exhibit A-3. Unit 6I is specifically described as follows:

UNIT #6I A townhouse located in the second row south of the beach. It is the sixth unit from the east end of that row. This unit has two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It has direct access to the common area surrounding the townhouses. Total square footage of floor space is approximately 855 square feet.

The initial furniture and personal property to be placed in the townhouse units are the same or similar to the first townhouse units which were submitted.

A three bedroom floor plan for the townhouse units is being added. A copy of said floor plan, marked Exhibit A-3(1), is attached.

The one hotel/motel unit will be located in Area B, the east wing, shown on Exhibit A-1 and specifically identified on A-9B(2). These exhibits amend the A-9B exhibits filed with the Declaration and prior Amendments. Unit 401 is on the first or bottom floor. Exhibit A-9B(2) also identifies the type of floor plan to be used in this unit. The building elevation for the east wing is shown on Exhibit A-9C. A general location description of the unit is as follows:

UNIT #401 is a studio suite located in the east wing of the main complex on the first, or bottom floor. It is the first unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 342 square feet and consists of two rooms: the main living area and one bathroom.

The hotel/motel unit will contain similar furnishings to those included in the Declaration.

TWELFTH AMENDMENT TO DECLARATION OF TIME-SHARE PROGRAM FOR SUNRISE COVE
(All Exhibits Referenced herein are contained in the Appendix of Exhibits)

VILLAGE LAKESHARES, L.P. a limited partnership, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Twelfth Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's Office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's Office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's Office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's Office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 11, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, an Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office and a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office and an Eleventh Amendment dated January 24, 1995, and filed January 26, 1995 at Misc Record 8, Page 9, Dickinson County Recorder's Office. This Amendment is being made pursuant to Article XXI.

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase XIII;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors,

affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-Share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase XIII, the definitions of "Day", Section II(10), and "Unit Week", Section II(31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Sunday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Sunday.

B. Unit Week #1 is the seven (7) days commencing on the first Sunday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Sunday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

III. The Limited Common Elements for the Phase XIII units is identified on Exhibit "B".

This Twelfth Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment or Eleventh Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, L.P., a limited partnership, has signed its name by its proper officer, this 17th day of October, 1995.

VILLAGE LAKESHARES, INC.
General Partner of Village Lakeshares L.P.

BY: Thomas L. Aller
THOMAS L. ALLER, VICE PRESIDENT

STATE OF IOWA, LINN COUNTY, ss:

On this 17th day of October, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas L. Aller, to me personally known; who, being by me duly sworn, did say that the person is the Vice President of Village Lakeshares, Inc., a General Partner of Village Lakeshares, L.P., an Iowa limited partnership, executing the foregoing instrument, that (no seal has been procured by) the corporation; that the instrument was signed on behalf of the corporation as General Partner of Village Lakeshares, L.P., an Iowa limited partnership, by authority of the corporation's Board of Directors; and that he as that officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by the officer voluntarily executed.

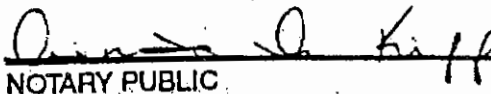

NOTARY PUBLIC

EXHIBIT "A"
PROPERTY INFORMATION

Phase XIII of Sunrise Cove consists of ten (10) townhouse units to be built at Village West Resort on West Lake Okoboji, Dickinson County, Iowa, and five (5) existing hotel/motel units to be finished as one bedroom Spa Suites, and two (2) existing free standing residence units to be known as "The Mansion" and the "Rustic Cabin."

All units will be located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area A shows the general location of the townhouses and specifically identifies Unit 1K, 2K, 3K, 4K, 5K, 6K, 7K, 8K, 9K, and 10K which are being submitted at this time. The legal descriptions and surveys of each unit will be filed upon completion of the units scheduled for use in 1997. The legal description of the part of Parcel A on which the units will be built is shown at Exhibit A-2.

Each townhouse unit is a two-story wood frame structure on a concrete block crawl space foundation. The structure will be a modified A-frame configuration. Side walls are constructed of 2" by 6" studs, 16" on center, sheathed with 1/2" Blandex sheathing and asphalt shingles. End walls are 2" x 4" studs, 16" on center, sheathed with 3/8" rough-sawn cedar siding. The roof will be constructed of engineered truss rafters, sheathed with 3/4" plywood and asphalt shingles. All floors are 2" x 10" floor joists under 3/4" plywood sub-floors. The general floor plan and building elevations are at Exhibit A-3 of the First Amendment. The Units 1K, 2K, 3K, 4K, 5K, 6K, 7K, 8K, 9K, and 10K are specifically described as follows:

UNIT #1K A townhouse located in the fifth row south of the beach. It will be the first unit from the east end of that row. This unit will have two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It will have direct access to the common area surrounding the townhouses. Total square footage of floor space will be approximately 855 square feet.

UNIT #2K A townhouse located in the fifth row south of the beach. It will be the second unit from the east end of that row. This unit will have two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It will have direct access to the common area surrounding the townhouses. Total square footage of floor space will be approximately 855 square feet.

UNIT #3K A townhouse located in the fifth row south of the beach. It will be the third unit from the east end of that row. This unit will have two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It will have direct access to the common area surrounding the townhouses. Total square footage of floor space will be approximately 855 square feet.

UNIT #4K A townhouse located in the fifth row south of the beach. It will be the fourth unit from the east end of that row. This unit will have two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It will have direct access to the common area surrounding the townhouses. Total square footage of floor space will be approximately 855 square feet.

UNIT #5K A townhouse located in the fifth row south of the beach. It will be the fifth unit from the east end of that row. This unit will have two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It will have direct access to the common area surrounding the townhouses. Total square footage of floor space will be approximately 855 square feet.

UNIT #6K A townhouse located in the fifth row south of the beach. It will be the sixth unit from the east end of that row. This unit will have two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It will have direct access to the common area surrounding the townhouses. Total square footage of floor space will be approximately 855 square feet.

UNIT #7K A townhouse located in the fourth row south of the beach. It will be the first unit from the east end of that row. This unit will have two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It will have direct access to the common area surrounding the townhouses. Total square footage of floor space will be approximately 855 square feet.

UNIT #8K A townhouse located in the fourth row south of the beach. It will be the second unit from the east end of that row. This unit will have two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It will have direct access to the common area surrounding the townhouses. Total square footage of floor space will be approximately 855 square feet.

UNIT #9K A townhouse located in the fourth row south of the beach. It will be the third unit from the east end of that row. This unit will have two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It will have direct access to the common area surrounding the townhouses. Total square footage of floor space will be approximately 855 square feet.

UNIT #10K A townhouse located in the fourth row south of the beach. It will be the fourth unit from the east end of that row. This unit will have two bedrooms and a bath upstairs; an open living, dining and kitchen area, and one bath downstairs. It will have direct access to the common area surrounding the townhouses. Total square footage of floor space will be approximately 855 square feet.

The initial furniture and personal property to be placed in the townhouse units are the same or similar to the first townhouse units which were submitted.

Five (5) one bedroom spa suites are being added. A copy of the wing, marked Exhibit A-4B, is attached. These five (5) hotel/motel units will be located in Area C, the west wing, shown on Exhibit A-1 and specifically identified on A-4B. Units 101, 103, 105, 109 and 116 are on the first or bottom floor. Exhibit A-15 also identifies the type of floor plan to be used in these units. The building elevation for the west wing is shown on A-9C attached to the First Amendment. A general location description of the unit is as follows:

UNIT #101 is a one bedroom spa suite located in the west wing of the hotel complex on the first, or bottom floor. It is the first unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 662.5 square feet and consists of four rooms: the main living area, one bedroom, kitchen and one bathroom.

UNIT #103 is a one bedroom spa suite located in the west wing of the hotel complex on the first, or bottom floor. It is the second unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 662.5 square feet and consists of four rooms: the main living area, one bedroom, kitchen and one bathroom.

UNIT #105 is a one bedroom spa suite located in the west wing of the hotel complex on the first, or bottom floor. It is the third unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 662.5 square feet and consists of four rooms: the main living area, one bedroom, kitchen and one bathroom.

UNIT #109 is a one bedroom spa suite located in the west wing of the hotel complex on the first, or bottom floor. It is the fifth unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 662.5 square feet and consists of four rooms: the main living area, one bedroom, kitchen and one bathroom.

UNIT #116 is a one bedroom spa suite located in the west wing of the hotel complex on the first, or bottom floor. It is the eighth unit from the west entrance to this wing, on the north side of the common hall, the source of access. The unit is approximately 662.5 square feet and consists of four rooms: the main living area, one bedroom, kitchen and one bathroom.

The hotel/motel units will contain similar furnishings to those included in the Declaration.

Exhibit A-14 is amended to show reference to Units 403 and 405 as Spa Studios and not as Spa Suites as originally shown in Amendment 10.

The Mansion is an independent three bedroom residence unit located north of the hotel/motel complex and north of the access road, adjacent to the Rustic Cabin. The general location is shown at Exhibit A-2.

The floor plan is shown at Exhibit A-16, and has 1,612 square feet.

The Rustic Cabin is an independent four bedroom residence unit located north of the hotel/motel complex, north of the access road, and south of the Mansion. The general location is shown as Area E on Exhibit A-1. The exact location is shown at Exhibit A-2.

The floor plan is shown at Exhibit A-17 and has 2,008 square feet.

EXHIBIT "B"
LIMITED COMMON ELEMENTS

The limited common elements for Units 1K, 2K, 3K, 4K, 5K, 6K, 7K, 8K, 9K and 10K, townhouse units, are the deck areas located off the living area on the floor of the townhouses.

The limited common elements for Units 101, 103, 105, 109 and 116, hotel/motel units are the outside deck areas located off each unit.

The common elements for The Mansion and the Rustic Cabin, residence units, are the outside deck areas located off of each unit.

The one hundred twelve (112) units now submitted under Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII and XIII have the following square footage and at this time have the proportionate interest in the Common Elements set forth below dependent upon the Unit being committed as Fixed Time (45 shares per unit) or Float Time (52 shares per Unit):

Unit	Type	Square Footage	Entire Unit % Interest	Floating Time Time Share Estate	Fixed Time Time Share Estate
	Mansion	1,612	2.0033954	.039115	.045199
	Rustic Cabin	1,576	2.533610	.048723	.056302
1E	Townhouse	855	1.078803	.020746	.023973
2E	Townhouse	855	1.078803	.020746	.023973
3E	Townhouse	855	1.078803	.020746	.023973
4E	Townhouse	855	1.078803	.020746	.023973
5E	Townhouse	855	1.078803	.020746	.023973
6E	Townhouse	855	1.078803	.020746	.023973
7E	Townhouse	855	1.078803	.020746	.023973
8E	Townhouse	855	1.078803	.020746	.023973
9E	Townhouse	855	1.078803	.020746	.023973
1F	Townhouse	855	1.078803	.020746	.023973
2F	Townhouse	855	1.078803	.020746	.023973
3F	Townhouse	855	1.078803	.020746	.023973
4F	Townhouse	855	1.078803	.020746	.023973
5F	Townhouse	855	1.078803	.020746	.023973
6F	Townhouse	855	1.078803	.020746	.023973
7F	Townhouse	855	1.078803	.020746	.023973
8F	Townhouse	855	1.078803	.020746	.023973
1G	Townhouse	855	1.078803	.020746	.023973
2G	Townhouse	855	1.078803	.020746	.023973
3G	Townhouse	855	1.078803	.020746	.023973
4G	Townhouse	855	1.078803	.020746	.023973
5G	Townhouse	855	1.078803	.020746	.023973
6G	Townhouse	855	1.078803	.020746	.023973
7G	Townhouse	855	1.078803	.020746	.023973
1H	Townhouse	855	1.078803	.020746	.023973
2H	Townhouse	855	1.078803	.020746	.023973
3H	Townhouse	855	1.078803	.020746	.023973
4H	Townhouse	855	1.078803	.020746	.023973
5H	Townhouse	855	1.078803	.020746	.023973
6H	Townhouse	855	1.078803	.020746	.023973
1I	Townhouse	855	1.078803	.020746	.023973
2I	Townhouse	855	1.078803	.020746	.023973
3I	Townhouse	855	1.078803	.020746	.023973
4I	Townhouse	855	1.078803	.020746	.023973
5I	Townhouse	855	1.078803	.020746	.023973
6I	Townhouse	855	1.078803	.020746	.023973
1J	Townhouse	855	1.078803	.020746	.023973
2J	Townhouse	855	1.078803	.020746	.023973
3J	Townhouse	855	1.078803	.020746	.023973
4J	Townhouse	855	1.078803	.020746	.023973
5J	Townhouse	855	1.078803	.020746	.023973
6J	Townhouse	855	1.078803	.020746	.023973
1K	Townhouse	855	1.078803	.020746	.023973

Unit	Type	Square Footage	Entire Unit % Interest	Floating Time Time Share Estate	Fixed Time Time Share Estate
2K	Townhouse	855	1.078803	.020746	.023973
3K	Townhouse	855	1.078803	.020746	.023973
4K	Townhouse	855	1.078803	.020746	.023973
5K	Townhouse	855	1.078803	.020746	.023973
6K	Townhouse	855	1.078803	.020746	.023973
7K	Townhouse	855	1.078803	.020746	.023973
8K	Townhouse	855	1.078803	.020746	.023973
9K	Townhouse	855	1.078803	.020746	.023973
10K	Townhouse	855	1.078803	.020746	.023973
401	Studio	342	.431521	.008295	.009589
403	Spa Studio	684	.863043	.016597	.019179
405	Spa Studio	684	.863043	.016597	.019179
407	Studio	342	.431521	.008295	.009589
408	Studio	342	.431521	.008295	.009589
409	Studio	342	.431521	.008295	.009589
410	Studio	342	.431521	.008295	.009589
411	Studio	342	.431521	.008295	.009589
412	Studio	342	.431521	.008295	.009589
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415	Studio	342	.431521	.008295	.009589
416	Studio	342	.431521	.008295	.009589
417	Studio	342	.431521	.008295	.009589
418	Studio	342	.431521	.008295	.009589
419	Studio	342	.431521	.008295	.009589
420	Studio	342	.431521	.008295	.009589
509	Studio	342	.431521	.008295	.009589
510	Studio	342	.431521	.008295	.009589
511	Studio	342	.431521	.008295	.009589
512	Studio	342	.431521	.008295	.009589
101	Spa Suite	662.5	.835915	.016075	.018576
103	Spa Suite	662.5	.835915	.016075	.018576
105	Spa Suite	662.5	.835915	.016075	.018576
109	Spa Suite	662.5	.835915	.016075	.018576
116	Spa Suite	662.5	.835915	.016075	.018576
201/203	1 Bedroom	684	.863042	.016597	.019179
204/206	1 Bedroom	684	.863042	.016597	.019179
205/207	1 Bedroom	684	.863042	.016597	.019179
208/210	1 Bedroom	684	.863042	.016597	.019179
209/211	1 Bedroom	684	.863042	.016597	.019179
212/214	1 Bedroom	684	.863042	.016597	.019179
215/217	1 Bedroom	684	.863042	.016597	.019179
216/218	1 Bedroom	684	.863042	.016597	.019179
501/503	1 Bedroom	684	.863042	.016597	.019179
502/504	1 Bedroom	684	.863042	.016597	.019179
505/507	1 Bedroom	684	.863042	.016597	.019179
506/508	1 Bedroom	684	.863042	.016597	.019179
513/515	1 Bedroom	684	.863042	.016597	.019179
514/516	1 Bedroom	684	.863042	.016597	.019179

Floating Time	Fixed Time					
Unit	Type	Square Footage	Entire Unit % Interest	Time Share Estate	Time Share Estate	
517/519	1 Bedroom	684	.863042	.016597	.019179	
518/520	1 Bedroom	684	.863042	.016597	.019179	
521/523	1 Bedroom	684	.863042	.016597	.019179	
522/524	1 Bedroom	684	.863042	.016597	.019179	
601/603	1 Bedroom	684	.863042	.016597	.019179	
605/607	1 Bedroom	684	.863042	.016597	.019179	
606	Studio	342	.431521	.008298	.009589	
608	Studio	342	.431521	.008298	.009589	
609	Exec. Studio	422	.532462	.010240	.011832	
610	Studio	342	.431521	.008298	.009589	
611	Exec. Studio	422	.532462	.010240	.011832	
612	Studio	342	.431521	.008298	.009589	
613/615	1 Bedroom	684	.863042	.016597	.019179	
614/616	1 Bedroom	684	.863042	.016597	.019179	
617/619	1 Bedroom	684	.863042	.016597	.019179	
618/620	1 Bedroom	684	.863042	.016597	.019179	
621/623	1 Bedroom	684	.863042	.016597	.019179	
622/624	1 Bedroom	684	.863042	.016597	.019179	

TOTAL FOR ALL

INTERESTS	79,254.5	99.999980	99.998860	99.999000
			(52)	(45)
			(shares/unit)	(shares/unit)

The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII and XIII consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

State of Iowa, Dickinson County, SS:
I, Jan Bortscheller, Recorder in and for said County do
hereby certify that this is a true copy of the instrument as the
same appears of record in my office in
Bk. 10 Pg. 499 Filed June 12, 1997
Witness my hand this 24th day of April
A.D. 2001

Jan Bortscheller
Dickinson County Recorder

*This is a partial copy
as requested.*

INSTR. NO. 972713

97 JUN 12 AM 11:20

JAN BORTSCHELLER

DICKINSON COUNTY, IOWA

THIRTEENTH AMENDMENT
TO DECLARATION OF TIME-SHARE PROGRAM
FOR SUNRISE COVE

VILLAGE LAKESHARES, L.P. a limited partnership, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Thirteenth Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, a Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office, a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office, a Eleventh Amendment dated January 24, 1995, and filed January 26, 1995 at Misc Record 8, Page 9, Dickinson County Recorder's Office, and a Twelfth Amendment dated October 17, 1995, and filed October 18, 1995 at Misc Record 8, Page 645, Dickinson County Recorder's Office, and re-recorded to correct an error in square footage on January 8, 1996, at Misc Record 8, Page 815, Dickinson County Recorder's Office. This Amendment is being made pursuant to Article XXI.

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase XIV;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase XIV, the definitions of "Day", Section II(10), and "Unit Week", Section II(31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Sunday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Sunday.

B. Unit Week #1 is the seven (7) days commencing on the first Sunday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Sunday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

III. The Limited Common Elements for the Phase XIV units is identified on Exhibit "B".

This Thirteenth Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, or Twelfth Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, L.P., a limited partnership, has signed its name by its proper officer, this 10 day of JUNE, 1997.

VILLAGE LAKESHARES, INC.
General Partner of Village Lakeshares L.P.

BY: Thomas L. Aller
THOMAS L. ALLER, VICE PRESIDENT

STATE OF IOWA, Linn COUNTY, ss:

On this 10th day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas L. Aller, to me personally known, who, being by me duly sworn, did say that the person is the Vice President of Village Lakeshires, Inc., a General Partner of Village Lakeshires, Inc., an Iowa limited partnership, executing the foregoing instrument, that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that the instrument was signed on behalf of the corporation as General Partner of Village Lakeshires, Inc., an Iowa limited partnership, by authority of the corporation's Board of Directors; and that he is that officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by the officer voluntarily executed.



Susan Hinds
NOTARY PUBLIC

EXHIBIT "A"
PROPERTY INFORMATION

Phase IX of Sunrise Cove consists of the initial new building of 'Boji Suites four (4) one bedroom units and four (4) studio units, designed to be used also as two-bedroom units, to be built at Village West Resort on West Lake Okoboji, Dickinson County, Iowa,

All units will be located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area F shows the general location of the first building to be constructed and identified below is the exact location of the Units L1(A), L1(B), L2(A), L2(B), L3(A), L3(B), L4(A), and L4(B) in this building which are being submitted at this time. The legal description of the building is set out on Exhibit A-2.

Four (4) one bedroom units and four (4) studio units are being added. These eight (8) units will be located in Area F, shown on Exhibit A-1. Units L1(A), L1(B), L2(A), and L2(B) are on the lower level and units L3(A), L3(B), L4(A), and L4(B) are on the upper level. Exhibit A-15 also identifies the type of floor plan to be used in these units. The building elevation for the building is shown on Exhibit A-9C attached to this Amendment. A general location description of the units are as follows:

Unit L1(A) is a one bedroom suite located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the north side. This unit will have a kitchen area, great room, master bedroom and one bathroom, with a total living area of approximately 884 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L1(B) is a studio located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the north side. This unit will have one living area with hide-a-bed and murphy bed and one bathroom, with a total living area of approximately 408 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L2(A) is a one bedroom suite located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the south side. This unit will have a kitchen area, great room, master bedroom and one bathroom, with a total living area of approximately 884 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L2(B) is a studio located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the south side. This unit will have one living area with hide-a-bed and murphy bed and one bathroom, with a total living area of approximately 408 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L3(A) is a one bedroom suite located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the north side. This unit will have a kitchen area, great room, master bedroom and one bathroom, with a total living area of approximately 884 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L3(B) is a studio located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the north side. This unit will have one living area with hide-a-bed and murphy bed and one bathroom, with a total living area of approximately 408 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L4(A) is a one bedroom suite located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the south side. This unit will have a kitchen area, great room, master bedroom and one bathroom, with a total living area of approximately 884 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L4(B) is a studio located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the south side. This unit will have one living area with hide-a-bed and murphy bed and one bathroom, with a total living area of approximately 408 square feet. It will have direct access to the common area surrounding 'Boji Suites.

The 'Boji Suites will contain similar furnishings to those included in the Declaration.

The one hundred twenty (120) units now submitted under Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, and XIV have the following square footage and at this time have the proportionate interest in the Common Elements set forth below dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
	Mansion	1,612	1.914000	.036808	.042533
	Rustic Cabin	1,576	2.384200	.045850	.052982
1E	Townhouse	855	1.015167	.019522	.022559
2E	Townhouse	855	1.015167	.019522	.022559
3E	Townhouse	855	1.015167	.019522	.022559
4E	Townhouse	855	1.015167	.019522	.022559
5E	Townhouse	855	1.015167	.019522	.022559
6E	Townhouse	855	1.015167	.019522	.022559
7E	Townhouse	855	1.015167	.019522	.022559
8E	Townhouse	855	1.015167	.019522	.022559
9E	Townhouse	855	1.015167	.019522	.022559
1F	Townhouse	855	1.015167	.019522	.022559
2F	Townhouse	855	1.015167	.019522	.022559
3F	Townhouse	855	1.015167	.019522	.022559
4F	Townhouse	855	1.015167	.019522	.022559
5F	Townhouse	855	1.015167	.019522	.022559
6F	Townhouse	855	1.015167	.019522	.022559
7F	Townhouse	855	1.015167	.019522	.022559
8F	Townhouse	855	1.015167	.019522	.022559
1G	Townhouse	855	1.015167	.019522	.022559
2G	Townhouse	855	1.015167	.019522	.022559
3G	Townhouse	855	1.015167	.019522	.022559
4G	Townhouse	855	1.015167	.019522	.022559

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit & Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
5G	Townhouse	855	1.015167	.019522	.022559
6G	Townhouse	855	1.015167	.019522	.022559
7G	Townhouse	855	1.015167	.019522	.022559
1H	Townhouse	855	1.015167	.019522	.022559
2H	Townhouse	855	1.015167	.019522	.022559
3H	Townhouse	855	1.015167	.019522	.022559
4H	Townhouse	855	1.015167	.019522	.022559
5H	Townhouse	855	1.015167	.019522	.022559
6H	Townhouse	855	1.015167	.019522	.022559
1I	Townhouse	855	1.015167	.019522	.022559
2I	Townhouse	855	1.015167	.019522	.022559
3I	Townhouse	855	1.015167	.019522	.022559
4I	Townhouse	855	1.015167	.019522	.022559
5I	Townhouse	855	1.015167	.019522	.022559
6I	Townhouse	855	1.015167	.019522	.022559
1J	Townhouse	855	1.015167	.019522	.022559
2J	Townhouse	855	1.015167	.019522	.022559
3J	Townhouse	855	1.015167	.019522	.022559
4J	Townhouse	855	1.015167	.019522	.022559
5J	Townhouse	855	1.015167	.019522	.022559
6J	Townhouse	855	1.015167	.019522	.022559
1K	Townhouse	855	1.015167	.019522	.022559
2K	Townhouse	855	1.015167	.019522	.022559
3K	Townhouse	855	1.015167	.019522	.022559
4K	Townhouse	855	1.015167	.019522	.022559

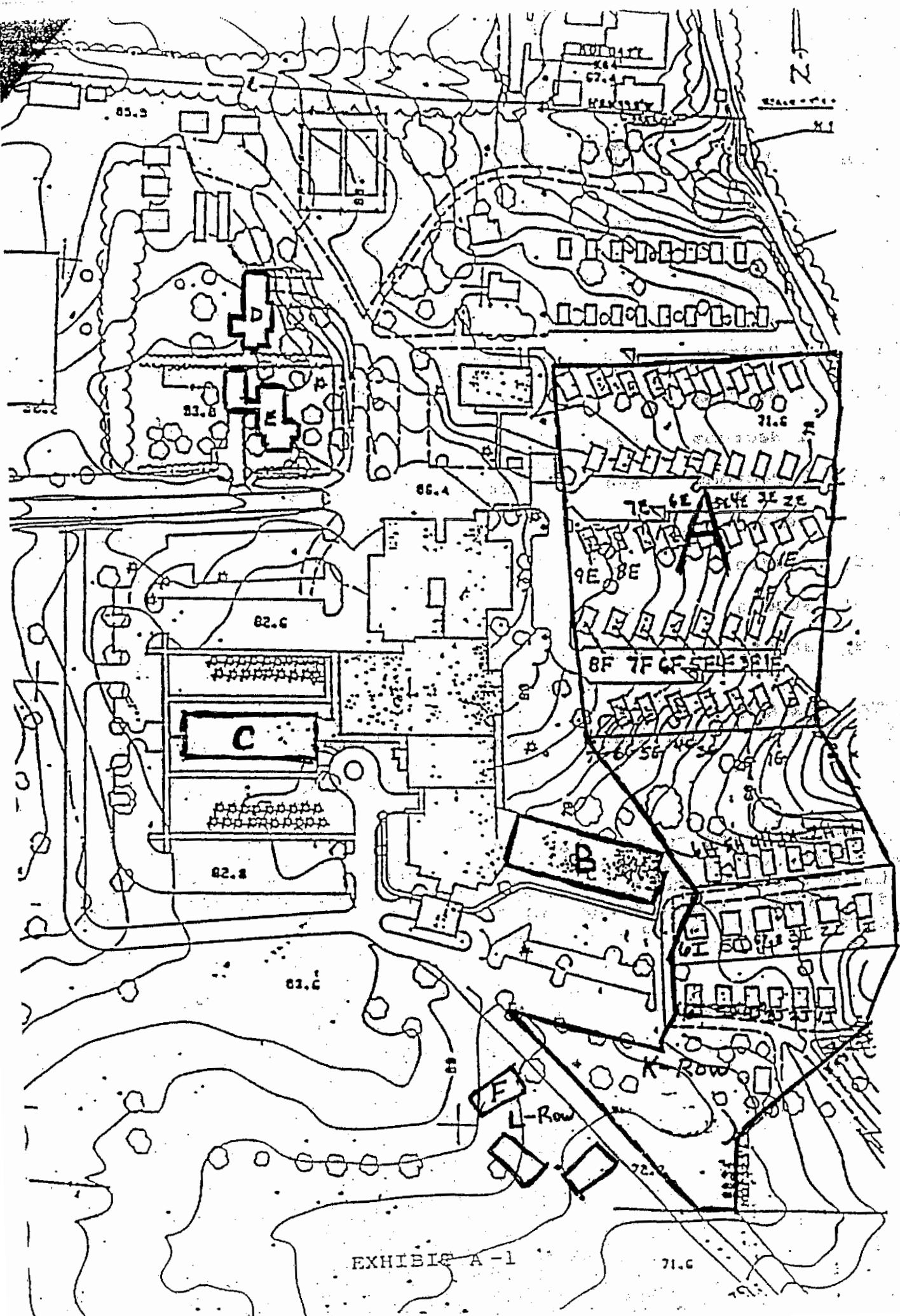
<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
5K	Townhouse	855	1.015167	.019522	.022559
6K	Townhouse	855	1.015167	.019522	.022559
7K	Townhouse	855	1.015167	.019522	.022559
8K	Townhouse	855	1.015167	.019522	.022559
9K	Townhouse	855	1.015167	.019522	.022559
10K	Townhouse	855	1.015167	.019522	.022559
401	Studio	342	.406065	.007809	.009024
403	Spa Studio	684	.812150	.015618	.018048
405	Spa Studio	684	.812150	.015618	.018048
407	Studio	342	.406065	.007809	.009024
408	Studio	342	.406065	.007809	.009024
409	Studio	342	.406065	.007809	.009024
410	Studio	342	.406065	.007809	.009024
411	Studio	342	.406065	.007809	.009024
412	Studio	342	.406065	.007809	.009024
413	Studio	342	.406065	.007809	.009024
414	Studio	342	.406065	.007809	.009024
415	Studio	342	.406065	.007809	.009024
416	Studio	342	.406065	.007809	.009024
417	Studio	342	.406065	.007809	.009024
418	Studio	342	.406065	.007809	.009024
419	Studio	342	.406065	.007809	.009024
420	Studio	342	.406065	.007809	.009024
509	Studio	342	.406065	.007809	.009024
510	Studio	342	.406065	.007809	.009024

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
511	Studio	342	.406065	.007809	.009024
512	Studio	342	.406065	.007809	.009024
101	Spa Suite	662.5	.739120	.014214	.016425
103	Spa Suite	662.5	.739120	.014214	.016425
105	Spa Suite	662.5	.739120	.014214	.016425
109	Spa Suite	662.5	.739120	.014214	.016425
116	Spa Suite	662.5	.739120	.014214	.016425
201/ 203	1 Bedroom	684	.812135	.015618	.018047
204/ 206	1 Bedroom	684	.812135	.015618	.018047
205/ 207	1 Bedroom	684	.812135	.015618	.018047
208/ 210	1 Bedroom	684	.812135	.015618	.018047
209/ 211	1 Bedroom	684	.812135	.015618	.018047
212/ 214	1 Bedroom	684	.812135	.015618	.018047
215/ 217	1 Bedroom	684	.812135	.015618	.018047
216/ 218	1 Bedroom	684	.812135	.015618	.018047
501/ 503	1 Bedroom	684	.812135	.015618	.018047
502/ 504	1 Bedroom	684	.812135	.015618	.018047
505/ 507	1 Bedroom	684	.812135	.015618	.018047
506/ 508	1 Bedroom	684	.812135	.015618	.018047

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
513/ 515	1 Bedroom	684	.812135	.015618	.018047
514/ 516	1 Bedroom	684	.812135	.015618	.018047
517/ 519	1 Bedroom	684	.812135	.015618	.018047
518/ 520	1 Bedroom	684	.812135	.015618	.018047
521/ 523	1 Bedroom	684	.812135	.015618	.018047
522/ 524	1 Bedroom	684	.812135	.015618	.018047
601/ 603	1 Bedroom	684	.812135	.015618	.018047
605/ 607	1 Bedroom	684	.812135	.015618	.018047
606	Studio	342	.406065	.007809	.009024
608	Studio	342	.406065	.007809	.009024
609	Executive Studio	422	.501050	.009636	.011134
610	Studio	342	.406065	.007809	.009024
611	Executive Studio	422	.501050	.009636	.011134
612	Studio	342	.406065	.007809	.009024
613/ 615	1 Bedroom	684	.812135	.015618	.018047
614/ 616	1 Bedroom	684	.812135	.015618	.018047
617/ 619	1 Bedroom	684	.812135	.015618	.018047
618/ 620	1 Bedroom	684	.812135	.015618	.018047

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
621/ 623	1 Bedroom	684	.812135	.015618	.018047
622/ 624	1 Bedroom	684	.812135	.015618	.018047
L1(A)	1 Bedroom	884	1.049600	.020185	.023324
L2(A)	1 Bedroom	884	1.049600	.020185	.023324
L3(A)	1 Bedroom	884	1.049600	.020185	.023324
L4(A)	1 Bedroom	884	1.049600	.020185	.023324
L1(B)	Studio	408	.484425	.009316	.010765
L2(B)	Studio	408	.484425	.009316	.010765
L3(B)	Studio	408	.484425	.009316	.010765
L4(B)	Studio	408	.484425	.009316	.010765
TOTAL FOR ALL INTERESTS		84,222.5	99.999989	99.999068 (52) (shares/unit)	99.999090 (45) (shares/unit)

The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, and XIV consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.



DESCRIPTION OF L-ROW, UNITS 1, 2, 3 & 4

Revised 5-20-97

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88°48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1°32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 43°30.2' West 231.77 feet;

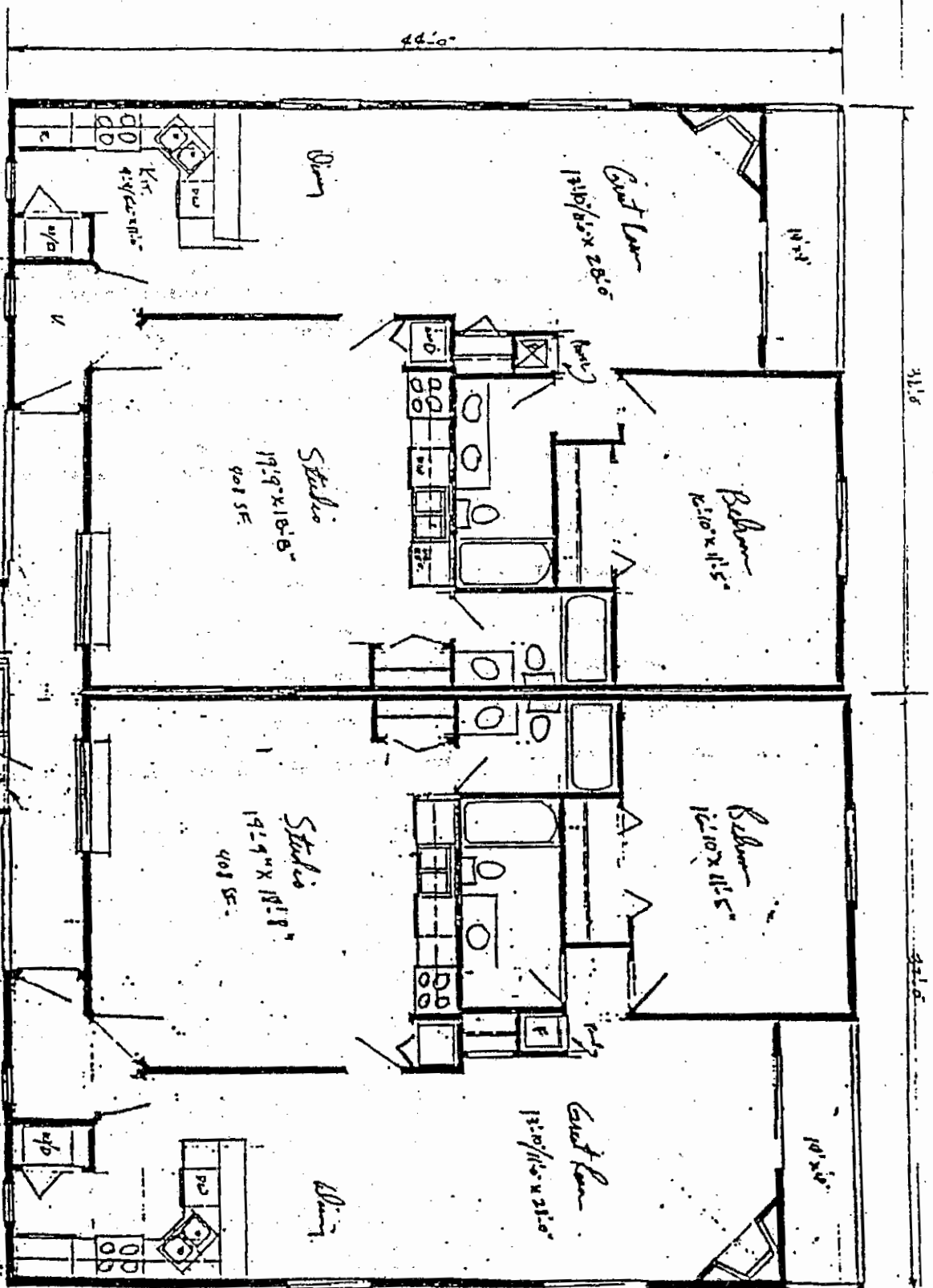
thence South 45°13.1' West 88.19 feet to the point of beginning;

thence South 45°13.1' West 68.00 feet;

thence South 44°46.9' East 58.00 feet;

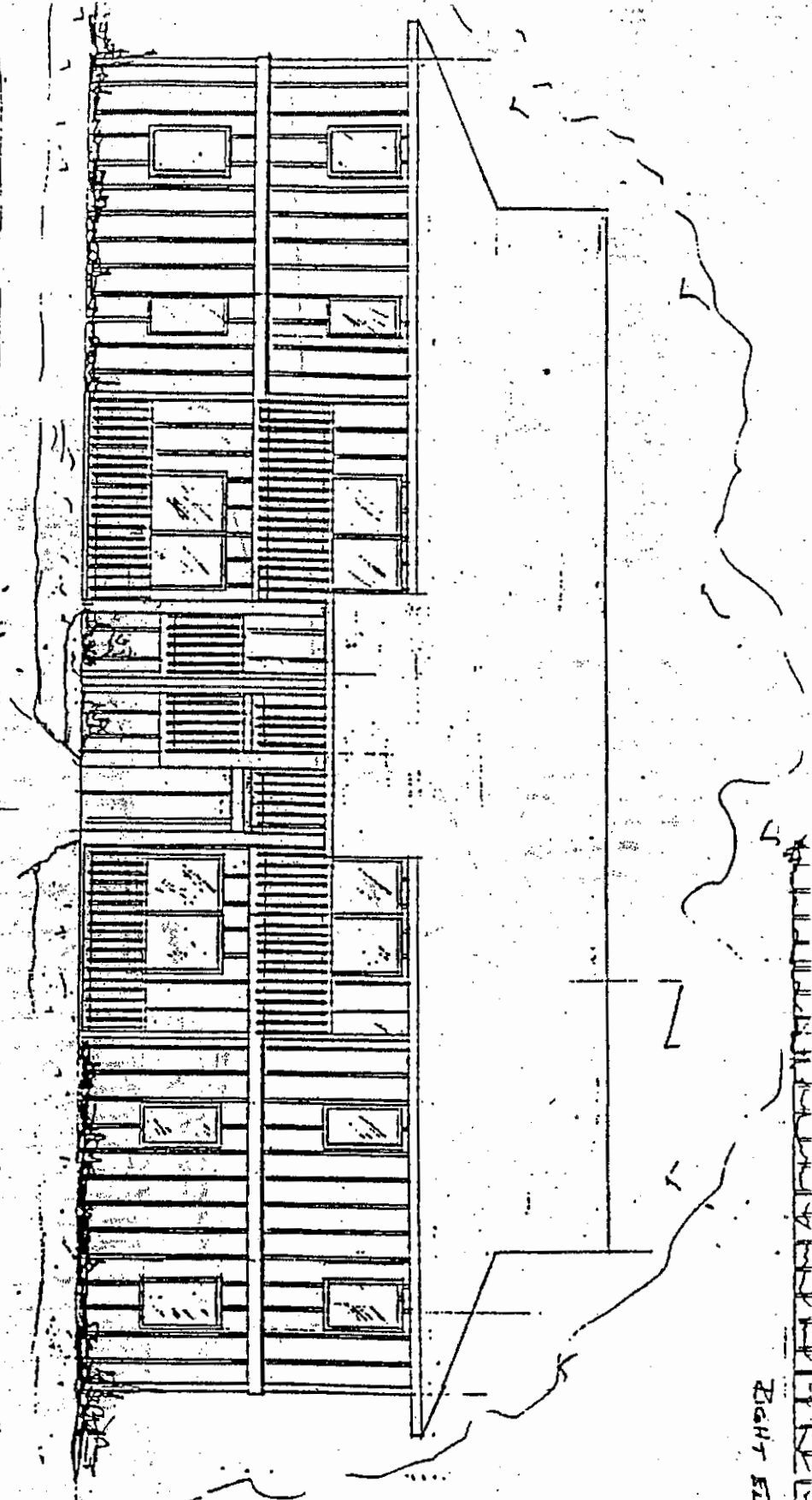
thence North 45°13.1' East 68.00 feet;

thence North 44°46.9' West 58.00 feet to the point of beginning.

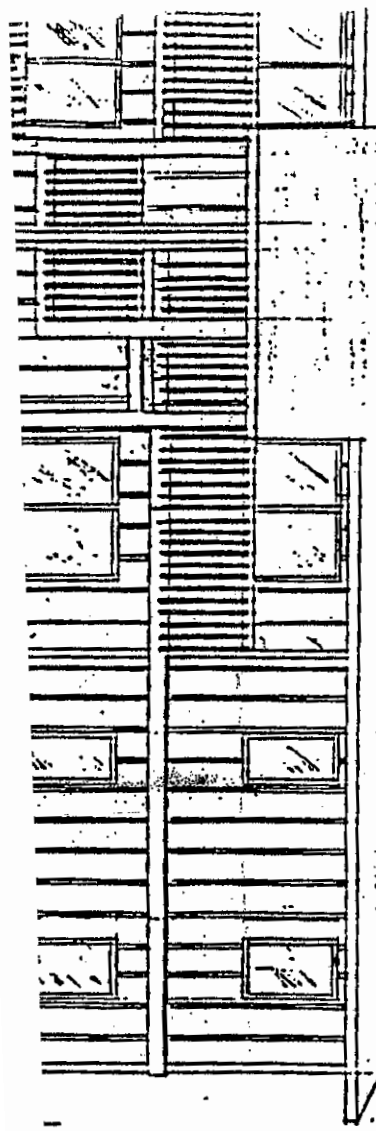


1. B.R. Unit 884 SF. incl
 VASTIBULE, NOT BATHW. DSK

RIGHT END, ELEVATION
LEFT END SIMILAR
TOWARD



itation HOMES LATE 1974 \$1200 PHONE 713-34-1714		WARNING: WHEN ELECTRICAL, PLUMBING AND HEATING ARE SHOWN, THEY ARE SUGGESTED LAYOUTS ONLY AND MAY HAVE TO BE ALTERED TO CONFORM TO LOCAL BUILDING CODES.	
<i>East and S.E. Elevation</i> <i>to show clay face plastering</i> <i>College Blvd.</i>		DATE 5/4/75	SCALE 3/16" = 1'-0"
		DATE 9/1/77	DRAWN BY <i>[Signature]</i>
		DATE 9/1/77	REVISIONS BY <i>[Signature]</i>
		DATE 9/1/77	DATE 9/1/77
THESE PLANS, AND THE IN PROPERTY OF CITATION HOMES, CLOSURE THEREOF TO UNL PART, WITHOUT THE WRITTEN PERMIT OF CITATION HOMES, IS PROHIBITED. FOR IN CONFORMANCE, AND THE RESPECT THIS CONFIDENT			



RIGHT ELEVATION
LEFT END SIMILAR FRONT & SIDE
TOWARD

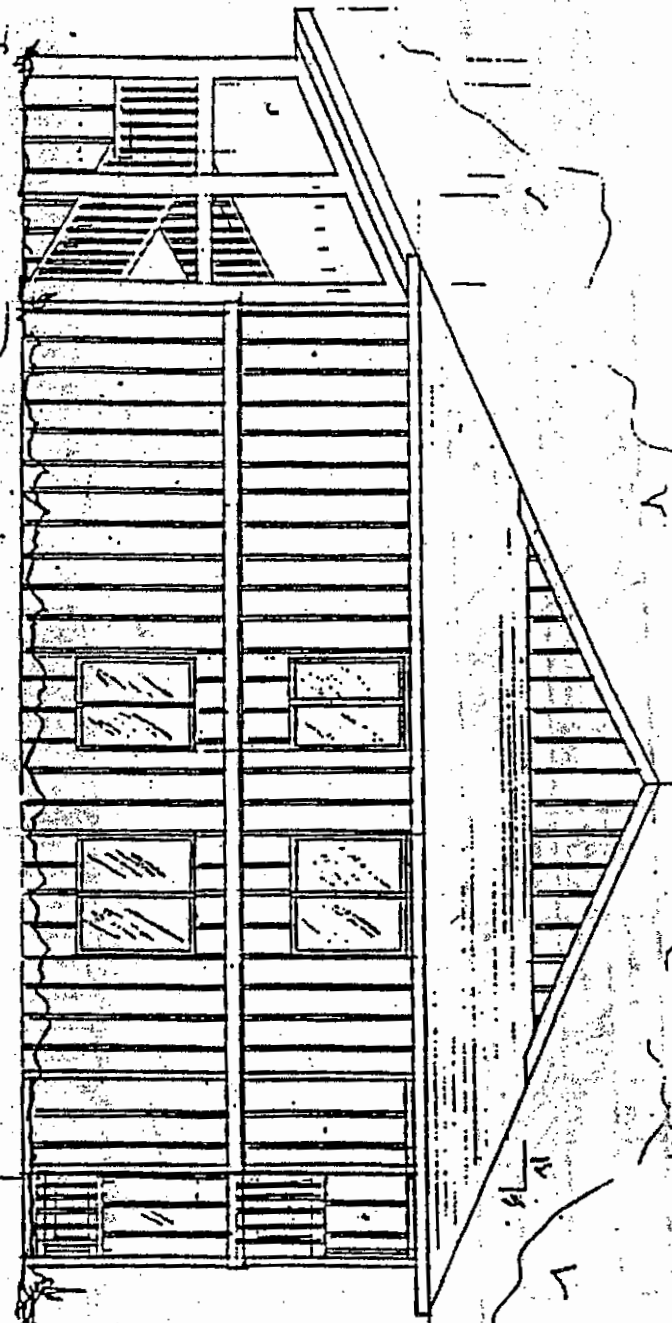


EXHIBIT "B"

LIMITED COMMON ELEMENTS

The limited common elements for Units L1(1), L1(B), L2(A), L2(B), L3(A), L3(B), L4(A), and L4(B), are the deck areas located off the living area.

EXHIBIT "B"

LIMITED COMMON ELEMENTS

The limited common elements for Units L1(1), L1(B), L2(A), L2(B), L3(A), L3(B), L4(A), and L4(B), are the deck areas located off the living area.

FOURTEENTH AMENDMENT
TO DECLARATION OF TIME-SHARE PROGRAM
FOR SUNRISE COVE

VILLAGE LAKESHARES, L.P. a limited partnership, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Fourteenth Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, a Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office, a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office, a Eleventh Amendment dated January 24, 1995, and filed January 26, 1995 at Misc Record 8, Page 9, Dickinson County Recorder's Office, a Twelfth Amendment dated October 17, 1995, and filed October 18, 1995 at Misc Record 8, Page 645, Dickinson County Recorder's Office, and re-recorded to correct an error in square footage on January 8, 1996, at Misc Record 8, Page 815, Dickinson County Recorder's Office and a Thirteenth Amendment dated June 10, 1997, and filed June 12, 1997 at Book 10, page 499, Dickinson County Recorder's Office. This Amendment is being made pursuant to Article XXI.

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase XV;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase XV, the definitions of "Day", Section II(10), and "Unit Week", Section II(31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Sunday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Sunday.

B. Unit Week #1 is the seven (7) days commencing on the first Sunday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Sunday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

III. The Limited Common Elements for the Phase XV units is identified on Exhibit "B."

IV. Article X, Assessments, Special Charges, and Collection, of the original Declaration is amended to add the following sentence: Developer does not make a market or resell timeshare estates.

V. The description for the studios shown on the Thirteenth Amendment is amended to show that the studio units have one living area with hide-a-bed and murphy bed, kitchen appliances, and one bathroom.

This Fourteenth Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, or Thirteenth Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, L.P., a limited partnership, has signed its name by its proper officer, this 22 day of July, 1998.

VILLAGE LAKESHARES, INC.

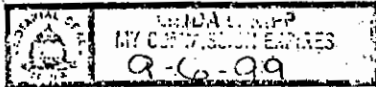
General Partner of Village Lakeshares L.P.

BY:

Thomas L. Aller
Thomas L. Aller, Vice President

STATE OF IOWA, Linn COUNTY, ss:

On this 22nd day of July, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas L. Aller, to me personally known, who, being by me duly sworn, did say that the person is the Vice President of Village Lakeshares, Inc, a General Partner of Village Lakeshares, Inc. an Iowa limited partnership, executing the foregoing instrument, that (no seal has been procured by) (~~the seal affixed thereto is the seal of~~) the corporation; that the instrument was signed on behalf of the corporation as General Partner of Village Lakeshares, Inc., an Iowa limited partnership, by authority of the corporation's Board of Directors; and that he as that officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by the officer voluntarily executed.



Linda Q. Kopp
NOTARY PUBLIC

EXHIBIT "A"
PROPERTY INFORMATION

Phase XV of Sunrise Cove consists of another new building of 'Boji Suites, of eight (8) one bedroom units, to be built at Village West Resort on West Lake Okoboji, Dickinson County, Iowa,

All units will be located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area G shows the general location of the first building to be constructed and identified below is the exact location of the Units L5(A), L5(B), L6(A), L6(B), L7(A), L7(B), L8(A), and L8(B) in this building which are being submitted at this time. The legal description of the building is set out on Exhibit A-2.

Eight (8) one bedroom units are being added. These eight (8) units will be located in Area G, shown on Exhibit A-1. Units L5(A), L5(B), L6(A), and L6(B) are on the lower level and units L7(A), L7(B), L8(A), and L8(B) are on the upper level. Exhibit A-15 also identifies the type of floor plan to be used in these units. The building elevation for the building is shown on Exhibit A-9C attached to this Amendment. A general location description of the units are as follows:

Unit L5(A) is a one bedroom suite located in the east building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the south side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L5(B) is a one bedroom suite located in the east building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the south side. This unit will have a kitchen area, living area, bedroom and one bathroom with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L6(A) is a one bedroom suite located in the east building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the north side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L6(B) is a one bedroom suite located in the east building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the

building on the north side. This unit will have a kitchen area, living area, bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L7(A) is a one bedroom suite located in the east building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the south side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L7(B) is a one bedroom suite located in the east building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the south side. This unit will have a kitchen area, living area, bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L8(A) is a one bedroom suite located in the east building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the north side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L8(B) is a one bedroom suite located in the east building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the north side. This unit will have one a kitchen area, living area, bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

The 'Boji Suites contain similar furnishings to those included in the original Declaration.

The one hundred twenty (128) units now submitted under Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV have the following square footage and at this time have the proportionate interest in the Common Elements set forth below dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
	Mansion	1,612	1.795100	.034521	.039891
	Rustic Cabin	2,008	2.236000	.043000	.049689
1E	Townhouse	855	.952088	.018309	.021158
2E	Townhouse	855	.952088	.018309	.021158
3E	Townhouse	855	.952088	.018309	.021158
4E	Townhouse	855	.952088	.018309	.021158
5E	Townhouse	855	.952088	.018309	.021158
6E	Townhouse	855	.952088	.018309	.021158
7E	Townhouse	855	.952088	.018309	.021158
8E	Townhouse	855	.952088	.018309	.021158
9E	Townhouse	855	.952088	.018309	.021158
1F	Townhouse	855	.952088	.018309	.021158
2F	Townhouse	855	.952088	.018309	.021158
3F	Townhouse	855	.952088	.018309	.021158
4F	Townhouse	855	.952088	.018309	.021158
5F	Townhouse	855	.952088	.018309	.021158
6F	Townhouse	855	.952088	.018309	.021158
7F	Townhouse	855	.952088	.018309	.021158
8F	Townhouse	855	.952088	.018309	.021158
1G	Townhouse	855	.952088	.018309	.021158
2G	Townhouse	855	.952088	.018309	.021158
3G	Townhouse	855	.952088	.018309	.021158
4G	Townhouse	855	.952088	.018309	.021158

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
5G	Townhouse	855	.952088	.018309	.021158
6G	Townhouse	855	.952088	.018309	.021158
7G	Townhouse	855	.952088	.018309	.021158
1H	Townhouse	855	.952088	.018309	.021158
2H	Townhouse	855	.952088	.018309	.021158
3H	Townhouse	855	.952088	.018309	.021158
4H	Townhouse	855	.952088	.018309	.021158
5H	Townhouse	855	.952088	.018309	.021158
6H	Townhouse	855	.952088	.018309	.021158
1I	Townhouse	855	.952088	.018309	.021158
2I	Townhouse	855	.952088	.018309	.021158
3I	Townhouse	855	.952088	.018309	.021158
4I	Townhouse	855	.952088	.018309	.021158
5I	Townhouse	855	.952088	.018309	.021158
6I	Townhouse	855	.952088	.018309	.021158
1J	Townhouse	855	.952088	.018309	.021158
2J	Townhouse	855	.952088	.018309	.021158
3J	Townhouse	855	.952088	.018309	.021158
4J	Townhouse	855	.952088	.018309	.021158
5J	Townhouse	855	.952088	.018309	.021158
6J	Townhouse	855	.952088	.018309	.021158
1K	Townhouse	855	.952088	.018309	.021158
2K	Townhouse	855	.952088	.018309	.021158
3K	Townhouse	855	.952088	.018309	.021158
4K	Townhouse	855	.952088	.018309	.021158

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
5K	Townhouse	855	.952088	.018309	.021158
6K	Townhouse	855	.952088	.018309	.021158
7K	Townhouse	855	.952088	.018309	.021158
8K	Townhouse	855	.952088	.018309	.021158
9K	Townhouse	855	.952088	.018309	.021158
10K	Townhouse	855	.952088	.018309	.021158
401	Studio	342	.380835	.007324	.008463
403	Spa Studio	684	.761650	.014647	.016926
405	Spa Studio	684	.761650	.014647	.016926
407	Studio	342	.380835	.007324	.008463
408	Studio	342	.380835	.007324	.008463
409	Studio	342	.380835	.007324	.008463
410	Studio	342	.380835	.007324	.008463
411	Studio	342	.380835	.007324	.008463
412	Studio	342	.380835	.007324	.008463
413	Studio	342	.380835	.007324	.008463
414	Studio	342	.380835	.007324	.008463
415	Studio	342	.380835	.007324	.008463
416	Studio	342	.380835	.007324	.008463
417	Studio	342	.380835	.007324	.008463
418	Studio	342	.380835	.007324	.008463
419	Studio	342	.380835	.007324	.008463
420	Studio	342	.380835	.007324	.008463
509	Studio	342	.380835	.007324	.008463
510	Studio	342	.380835	.007324	.008463

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
511	Studio	342	.380835	.007324	.008463
512	Studio	342	.380835	.007324	.008463
101	Spa Suite	662.5	.737740	.014187	.016394
103	Spa Suite	662.5	.737740	.014187	.016394
105	Spa Suite	662.5	.737740	.014187	.016394
109	Spa Suite	662.5	.737740	.014187	.016394
116	Spa Suite	662.5	.737740	.014187	.016394
201/ 203	1 Bedroom	684	.761673	.014648	.016926
204/ 206	1 Bedroom	684	.761673	.014648	.016926
205/ 207	1 Bedroom	684	.761673	.014648	.016926
208/ 210	1 Bedroom	684	.761673	.014648	.016926
209/ 211	1 Bedroom	684	.761673	.014648	.016926
212/ 214	1 Bedroom	684	.761673	.014648	.016926
215/ 217	1 Bedroom	684	.761673	.014648	.016926
216/ 218	1 Bedroom	684	.761673	.014648	.016926
501/ 503	1 Bedroom	684	.761673	.014648	.016926
502/ 504	1 Bedroom	684	.761673	.014648	.016926
505/ 507	1 Bedroom	684	.761673	.014648	.016926
506/ 508	1 Bedroom	684	.761673	.014648	.016926

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
513/ 515	1 Bedroom	684	.761673	.014648	.016926
514/ 516	1 Bedroom	684	.761673	.014648	.016926
517/ 519	1 Bedroom	684	.761673	.014648	.016926
518/ 520	1 Bedroom	684	.761673	.014648	.016926
521/ 523	1 Bedroom	684	.761673	.014648	.016926
522/ 524	1 Bedroom	684	.761673	.014648	.016926
601/ 603	1 Bedroom	684	.761673	.014648	.016926
605/ 607	1 Bedroom	684	.761673	.014648	.016926
606	Studio	342	.380835	.007324	.008463
608	Studio	342	.380835	.007324	.008463
609	Executive Studio	422	.469900	.009037	.010442
610	Studio	342	.380835	.007324	.008463
611	Executive Studio	422	.469900	.009037	.010442
612	Studio	342	.380835	.007324	.008463
613/ 615	1 Bedroom	684	.761673	.014648	.016926
614/ 616	1 Bedroom	684	.761673	.014648	.016926
617/ 619	1 Bedroom	684	.761673	.014648	.016926
618/ 620	1 Bedroom	684	.761673	.014648	.016926

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
621/ 623	1 Bedroom	684	.761673	.014648	.016926
622/ 624	1 Bedroom	684	.761673	.014648	.016926
L1(A)	1 Bedroom	884	.984375	.018930	.021875
L2(A)	1 Bedroom	884	.984375	.018930	.021875
L3(A)	1 Bedroom	884	.984375	.018930	.021875
L4(A)	1 Bedroom	884	.984375	.018930	.021875
L1(B)	Studio	408	.454325	.008737	.010096
L2(B)	Studio	408	.454325	.008737	.010096
L3(B)	Studio	408	.454325	.008737	.010096
L4(B)	Studio	408	.454325	.008737	.010096
L5(A)	1 Bedroom	849	.945400	.018181	.021009
L6(A)	1 Bedroom	849	.945400	.018181	.021009
L7(A)	1 Bedroom	849	.945400	.018181	.021009
L8(A)	1 Bedroom	849	.945400	.018181	.021009
L5(B)	1 Bedroom	496	.552325	.010622	.012274
L6(B)	1 Bedroom	496	.552325	.010622	.012274
L7(B)	1 Bedroom	496	.552325	.010622	.012274
L8(B)	1 Bedroom	496	.552325	.010622	.012274
TOTAL FOR ALL INTERESTS					
		89,802.50	99.999879	99.999744	100.000935
				(52)	(45)
				(shares/unit)	(shares/unit)

The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV and XV consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

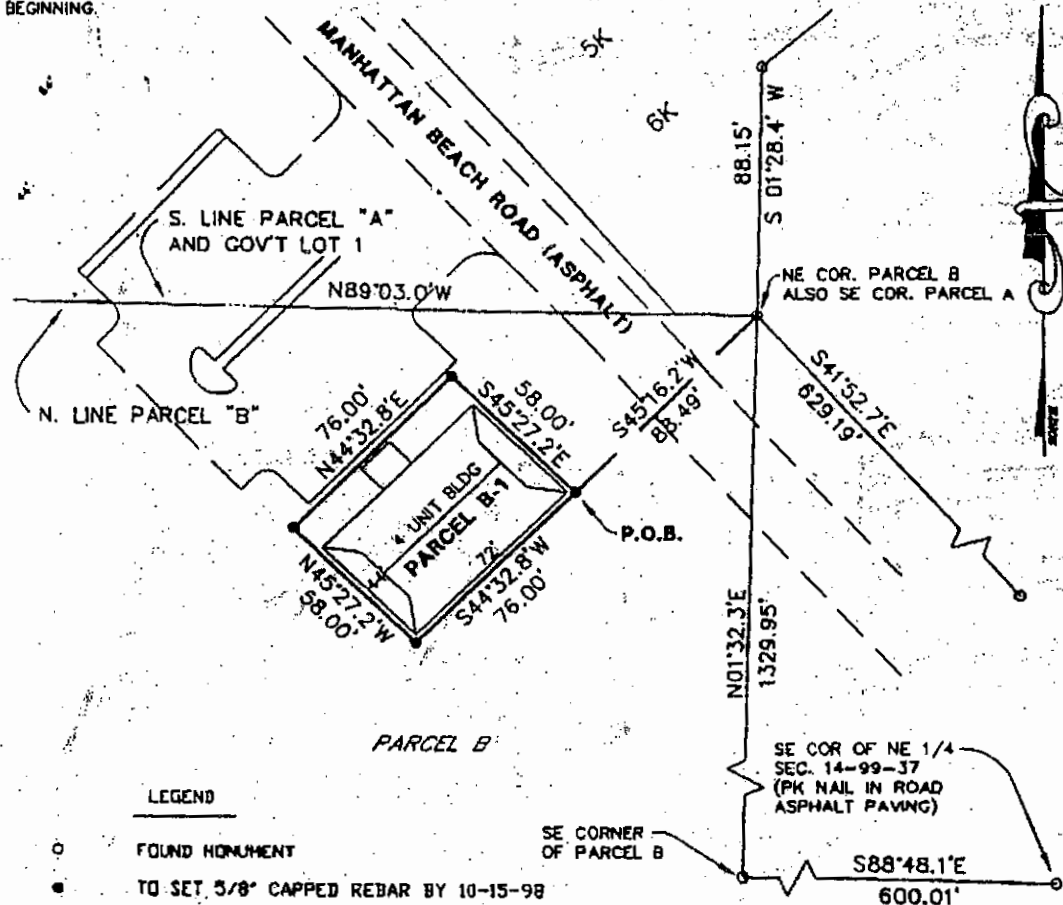
Jacobson-Westergard & Assoc., Inc. 105 S 6th Estherville, Iowa 51334 712/362/2647

PARCEL B-1

LEGAL DESCRIPTION

A PARCEL OF LAND, CONTAINING A TWO STORY WOOD FRAME RENTAL UNIT, LOCATED IN "PARCEL B" OF THE PLAT OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 99 NORTH, RANGE 37 WEST OF THE 5th P.M., DICKINSON COUNTY, IOWA RECORDED IN SURVEYOR'S BOOK 1, PAGE 143. SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14, THENCE NORTH 88°48.1' WEST 600.01 FEET TO THE SOUTHEAST CORNER OF PARCEL B; THENCE NORTH 132°3' EAST 1329.95 FEET ALONG THE EAST SIDE OF PARCEL B TO THE NORTHEAST CORNER OF PARCEL B, ALSO BEING THE SOUTHEAST CORNER OF PARCEL A ON THE SOUTH LINE OF SAID GOVERNMENT LOT 1, THENCE SOUTH 45°16.2' WEST 88.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°32.8' WEST 76.00 FEET; THENCE NORTH 45°27.2' WEST 58.00 FEET; THENCE NORTH 44°32.8' EAST 76.00 FEET; THENCE SOUTH 45°27.2' EAST 58.00 FEET TO THE POINT OF BEGINNING.



LEGEND

- FOUND MONUMENT
- TO SET 5/8" CAPPED REBAR BY 10-15-98
- EXISTING FENCE
- R.O.W. PUBLIC ROAD RIGHT-OF-WAY LINE

GRAPHIC SCALE



(IN FEET)

SCALE 1 inch = 60 ft.

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signed *James R. Blum* 7-17-98
 James R. Blum, L.S., Lic. No. 9179
 License renewal date 12/31/98

SURVEY

CLIENT: VILLAGE LAKES SHARES L.P.

R14/PROJ/ESB001/POS/MS001-A

JW	Survey Notes		Drawn		Checked By	Project No.
	Book	Page	Date	By	JRB	ESB001
			7-16-98	DPS		

Exhibit A-2

DESCRIPTION OF L-ROW, UNITS 5, 6, 7, 8

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14,

thence North 88°48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1°32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

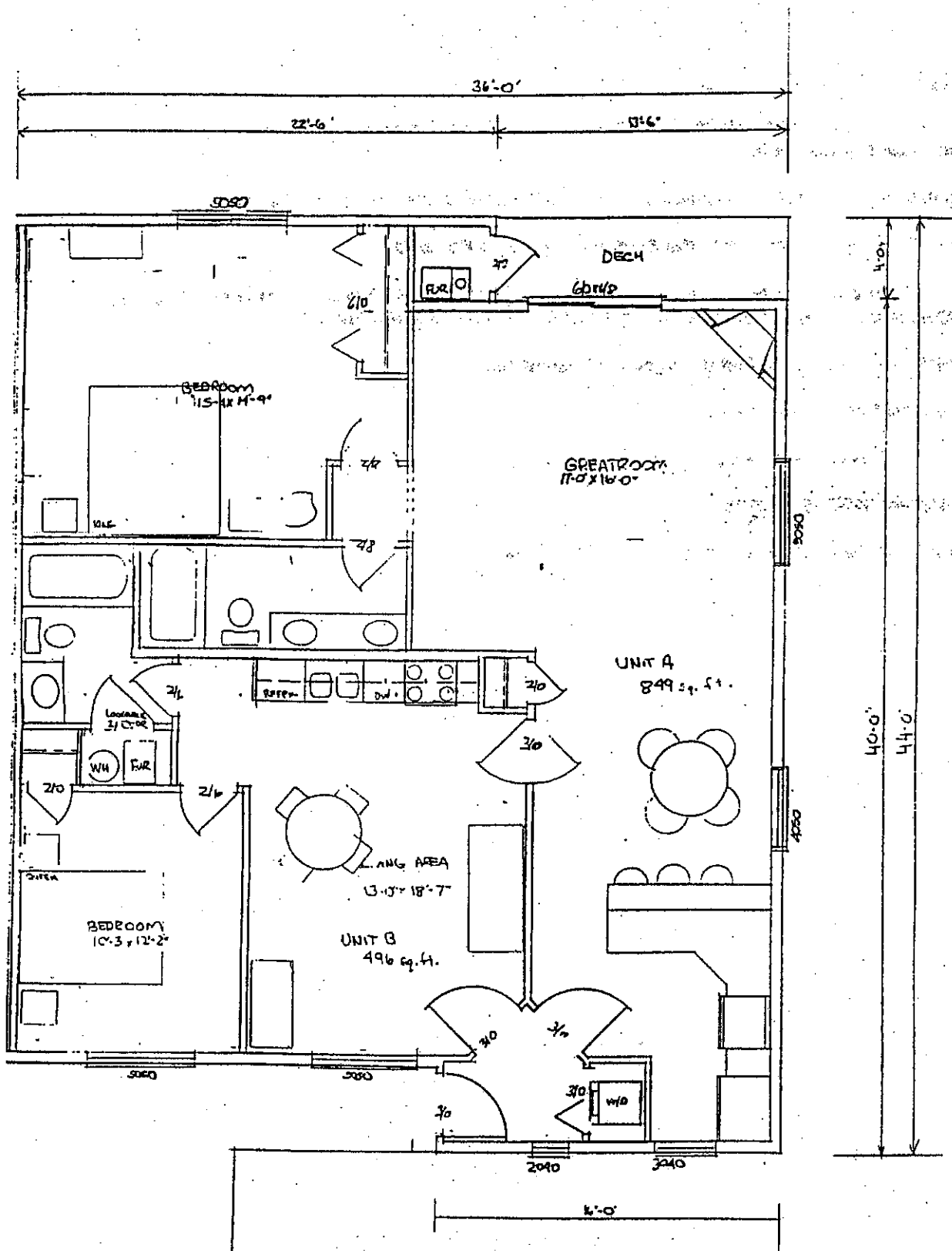
thence South 45°16'10" West 88.49 feet to the point of beginning;

thence South 44°32'46" West 76.00 feet;

thence North 45°27'14" West 58.00 feet;

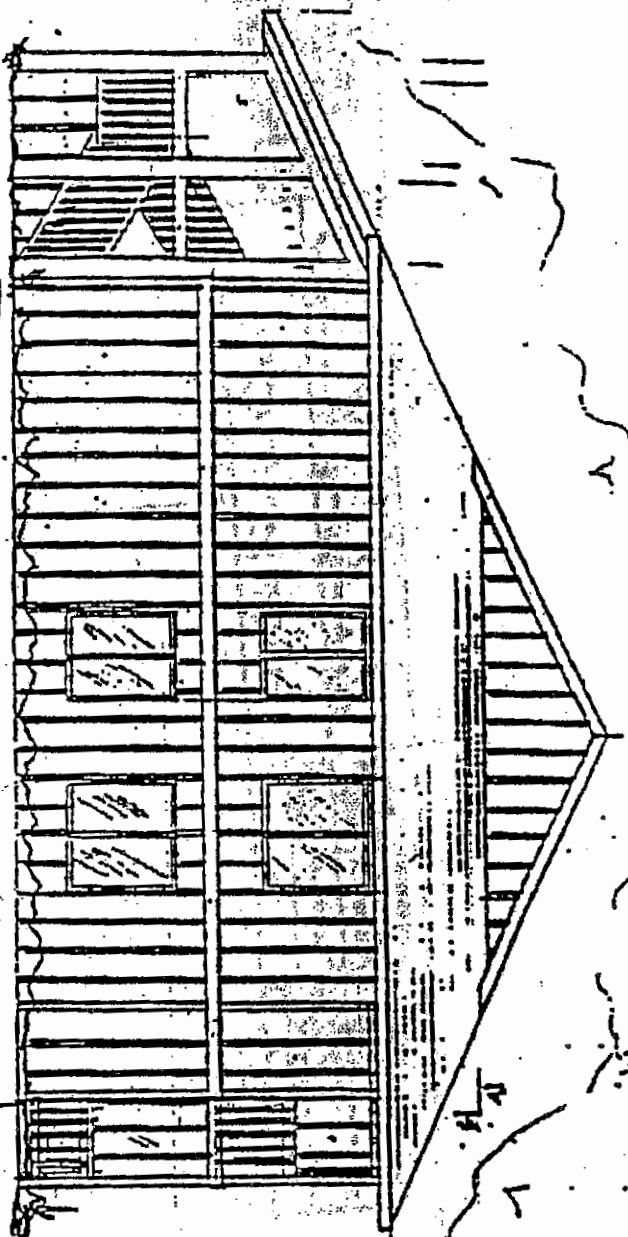
thence North 44°32'46" East 76.00 feet;

thence South 45°27'14" East 58.00 feet to the point of beginning.



SCALE 1/4" = 1'-0"		THESE PLANS, AND THE INFORMATION SHOWN HEREON, ARE THE PROPERTY OF CITATION HOMES AND REPRODUCTION, USE OR DISCLOSURE THEREOF TO UNAUTHORIZED PERSONS, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF CITATION HOMES, IS EXPRESSLY PROHIBITED. POSSESSION OF THESE PLANS AND ACCESS TO SUCH INFORMATION, WHEN GIVEN BY CITATION HOMES, IS GIVEN TO THE APPLICANT UNDER A NON-EXCLUSIVE LICENSE TO BE USED FOR THE APPLICANT'S PERSONAL USE ONLY.	
DATE	DRAWN BY		
3-31-48	TW		
DATE	REVISED BY	DATE	
5/11/59	TW		

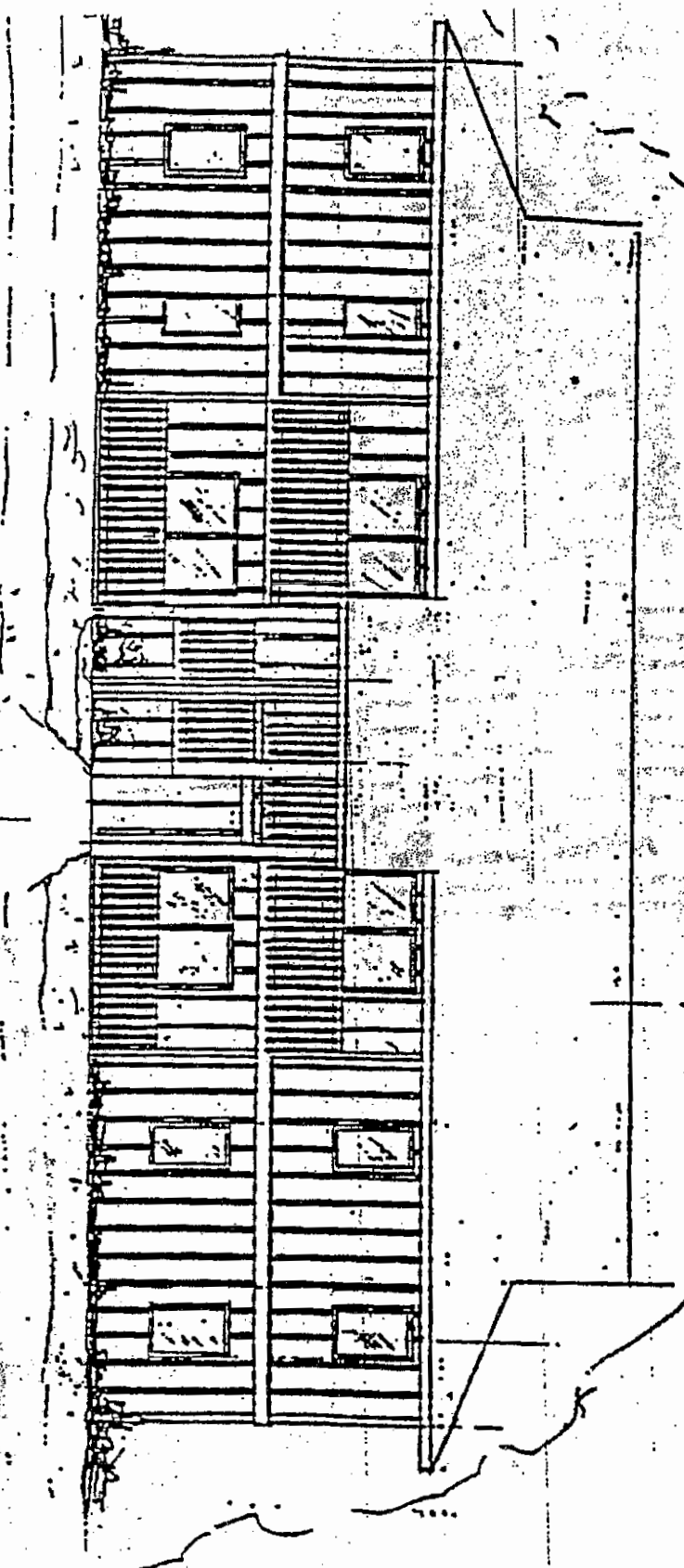
5040



PLANT BLDG. ELEVATION
 Left and similar front & side
 Town



STANT BUD. & SPANOL
 LEST BUD SPANOL
 TOWN



WATER: WHEN DISPOSED, PLEASE RINSE AND HEATING AND SHOWER UNIT ARE NOT SETTING LAYERS ONLY AND MAY HAVE TO BE ALTERED TO CONFORM TO LOCAL BUILDING CODES.		Total and S.E. Elmer 2000 Clay Street Dallas, Tex.		DATE 1/1/73	SCALE 3/16" = 1'-0"	DRAWN BY [Signature]	DATE 1/1/73	CHECKED BY [Signature]	DATE 1/1/73	THESE PLANS ARE THE PROPERTY OF STANT BUD. & SPANOL. NO PART OF THESE PLANS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF STANT BUD. & SPANOL.

TOTAL P. 02

EXHIBIT " B "

LIMITED COMMON ELEMENTS

The limited common elements for Units L5(A), L5(B), L6(A), L6(B), L7(A), L7(B), L8(A), and L8(B), are the entrance deck areas and washer/dryer area located off the living area. Units L5(A) and L5(B) share the same limited common elements, Units L6(A) and L6(B) share the same limited common elements, Units L7(A) and L7(B) share the same limited common elements, and Units L8(A) and L8(B) share the same limited common elements.

INSTR. NO. 986916

DX 12 PAGE 795

FIFTEENTH AMENDMENT
TO DECLARATION OF TIME-SHARE PROGRAM
FOR SUNRISE COVE

98 NOV 17 AM 11:38

JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA

pc
FEE \$ 16.00

VILLAGE LAKESHARES, L.P. a limited partnership, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, a Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office, a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office, a Eleventh Amendment dated January 24, 1995, and filed January 26, 1995 at Misc Record 8, Page 9, Dickinson County Recorder's Office, a Twelfth Amendment dated October 17, 1995, and filed October 18, 1995 at Misc Record 8, Page 645, Dickinson County Recorder's Office, and re-recorded to correct an error in square footage on January 8, 1996, at Misc Record 8, Page 815, Dickinson County Recorder's Office, Thirteenth Amendment dated June 10, 1997, and filed June 12, 1997 at Book 10, page 499, Dickinson County Recorder's Office and a Fourteenth Amendment dated July 22, 1998, and filed July 24, 1998 at Book 12, page 361, Dickinson County Recorder's Office. This Amendment is being made pursuant to Article XXI.

The fourth paragraph of Article X, Assessments, Special Charges, and Collections, is hereby amended to read as follows:

The Association shall have a statutory lien on each Time-share Estate for unpaid maintenance fees, together with interest thereon, unless otherwise prohibited by law, against the owner of such Time-share Estate, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record or tax liens on the parcel in favor of any assessing unit and special district, and sums unpaid on the first mortgage of record. Reasonable attorney's fees, collection fees including collection agency fees, and court costs incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Unit owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interests.

This Fifteenth Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, or Fourteenth Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

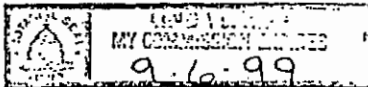
IN WITNESS WHEREOF, Village Lakeshares, L.P., a limited partnership, has signed its name by its proper officer, this 31 day of October, 1998.

VILLAGE LAKESHARES, INC.
General Partner of Village Lakeshares L.P.

BY: Thomas L. Aller
Thomas L. Aller, Vice President

STATE OF IOWA, LINN COUNTY, ss:

On this 31st day of October, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas L. Aller, to me personally known, who, being by me duly sworn, did say that the person is the Vice President of Village Lakeshares, Inc, a General Partner of Village Lakeshares, Inc. an Iowa limited partnership, executing the foregoing instrument, that (no seal has been procured by) (~~the seal affixed thereto is the seal of~~) the corporation; that the instrument was signed on behalf of the corporation as General Partner of Village Lakeshares, Inc., an Iowa limited partnership, by authority of the corporation's Board of Directors; and that he as that officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by the officer voluntarily executed.



Thomas L. Aller
NOTARY PUBLIC

[illegible]

99 MAR 11 PM 4:14

SIXTEENTH AMENDMENT
TO DECLARATION OF TIME-SHARE PROGRAM
FOR SUNRISE COVE

JAN BOPTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 101⁰⁰

VILLAGE LAKESHARES, L.P. a limited partnership, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Sixteenth Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, a Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office, a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office, a Eleventh Amendment dated January 24, 1995, and filed January 26, 1995 at Misc Record 8, Page 9, Dickinson County Recorder's Office, a Twelfth Amendment dated October 17, 1995, and filed October 18, 1995 at Misc Record 8, Page 645, Dickinson County Recorder's Office, and re-recorded to correct an error in square footage on January 8, 1996, at Misc Record 8, Page 815, Dickinson County Recorder's Office, a Thirteenth Amendment dated June 10, 1997, and filed June 12, 1997 at Book 10, page 499, Dickinson County Recorder's Office, a Fourteenth Amendment dated July 22, 1998, and filed July 24, 1998 at Book 12, page 361, Dickinson County Recorder's Office and a Fifteenth Amendment dated October 31, 1998, and filed November 17, 1998 at Book 12, page 795, Dickinson County Recorder's Office. This Amendment is being made pursuant to Article XXI.

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase XVI;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase XVI, the definitions of "Day", Section II(10), and "Unit Week", Section II(31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Saturday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Saturday.

B. Unit Week #1 is the seven (7) days commencing on the first Saturday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Saturday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

III. The Limited Common Elements for the Phase XVI units are identified on Exhibit "B."

This Sixteenth Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, or Fifteenth Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, L.P., a limited partnership, has signed its name by its proper officer, this 17th day of ~~January~~
February, 1999.

VILLAGE LAKESHARES, INC.
General Partner of Village Lakeshares L.P.

BY: Thomas L. Aller
Thomas L. Aller, Vice President

STATE OF IOWA, LENN COUNTY, ss:

On this 17th day of ~~January~~^{February}, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas L. Aller, to me personally known, who, being by me duly sworn, did say that the person is the Vice President of Village Lakeshares, Inc, a General Partner of Village Lakeshares, Inc. an Iowa limited partnership, executing the foregoing instrument, that (no seal has been procured by) (~~the seal affixed thereto is the seal of~~) the corporation; that the instrument was signed on behalf of the corporation as General Partner of Village Lakeshares, Inc.; an Iowa limited partnership, by authority of the corporation's Board of Directors; and that he as that officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by the officer voluntarily executed.

Dina O. K. P.
NOTARY PUBLIC

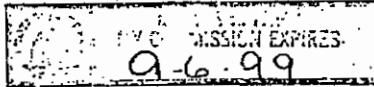


EXHIBIT "A"
PROPERTY INFORMATION

Phase XVI of Sunrise Cove consists of two new buildings of 'Boji Suites, each having eight (8) one bedroom units, to be built at Village West Resort on West Lake Okoboji, Dickinson County, Iowa,

All units will be located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area H and I shows the general location of the buildings to be constructed and identified below is the exact location of the Units L9(A), L9(B), L10(A), L10(B), L11(A), L11(B), L12(A), L12(B), L13(A), L13(B), L14(A), L14(B), L15(A), L15(B), L16(A), and L16(B) in these buildings which are being submitted at this time. The legal description of the buildings are set out on Exhibit A-2.

Sixteen (16) one bedroom units are being added. These sixteen (16) units will be located in Area H and I, shown on Exhibit A-1. Units L9(A), L9(B), L10(A), L10(B), L13(A), L13(B), L14(A), and L14(B) are on the lower level and units L11(A), L11(B), L12(A), L12(B), L15(A), L15(B), L16(A), and L16(B) are on the upper level. Exhibit A-15 also identifies the type of floor plan to be used in these units. The building elevation for the buildings is shown on Exhibit A-9C attached to this Amendment. A general location description of the units are as follows:

Unit L9(A) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the south side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L9(B) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the south side. This unit will have a kitchen area, living area, bedroom and one bathroom with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L10(A) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the north side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L10(B) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the north side. This unit will have a kitchen area, living area, bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L11(A) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the south side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L11(B) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the south side. This unit will have a kitchen area, living area, bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L12(A) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the north side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L12(B) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the north side. This unit will have one a kitchen area, living area, bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L13(A) is a one bedroom suite located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the south side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L13(B) is a one bedroom suite located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the south side. This unit will have a kitchen area, living area, bedroom and one bathroom with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L14(A) is a one bedroom suite located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the north side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L14(B) is a one bedroom suite located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the north side. This unit will have a kitchen area, living area, bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L15(A) is a one bedroom suite located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the south side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L15(B) is a one bedroom suite located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the south side. This unit will have a kitchen area, living area, bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L16(A) is a one bedroom suite located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the north side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L16(B) is a one bedroom suite located in the west building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the north side. This unit will have one a kitchen area, living area, bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

The 'Boji Suites contain similar furnishings to those included in the original Declaration.

The one hundred forty-four (144) units now submitted under Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI have the following square footage and at this time have the proportionate interest in the Common Elements set forth below dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
	Mansion	1,612	1.603000	.030827	.035622
	Rustic Cabin	2,008	1.996800	.038400	.044373
1E	Townhouse	855	.850217	.016350	.018894
2E	Townhouse	855	.850217	.016350	.018894
3E	Townhouse	855	.850217	.016350	.018894
4E	Townhouse	855	.850217	.016350	.018894
5E	Townhouse	855	.850217	.016350	.018894
6E	Townhouse	855	.850217	.016350	.018894
7E	Townhouse	855	.850217	.016350	.018894
8E	Townhouse	855	.850217	.016350	.018894
9E	Townhouse	855	.850217	.016350	.018894
1F	Townhouse	855	.850217	.016350	.018894
2F	Townhouse	855	.850217	.016350	.018894
3F	Townhouse	855	.850217	.016350	.018894

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
4F	Townhouse	855	.850217	.016350	.018894
5F	Townhouse	855	.850217	.016350	.018894
6F	Townhouse	855	.850217	.016350	.018894
7F	Townhouse	855	.850217	.016350	.018894
8F	Townhouse	855	.850217	.016350	.018894
1G	Townhouse	855	.850217	.016350	.018894
2G	Townhouse	855	.850217	.016350	.018894
3G	Townhouse	855	.850217	.016350	.018894
4G	Townhouse	855	.850217	.016350	.018894
5G	Townhouse	855	.850217	.016350	.018894
6G	Townhouse	855	.850217	.016350	.018894
7G	Townhouse	855	.850217	.016350	.018894
1H	Townhouse	855	.850217	.016350	.018894
2H	Townhouse	855	.850217	.016350	.018894
3H	Townhouse	855	.850217	.016350	.018894
4H	Townhouse	855	.850217	.016350	.018894
5H	Townhouse	855	.850217	.016350	.018894
6H	Townhouse	855	.850217	.016350	.018894
1I	Townhouse	855	.850217	.016350	.018894
2I	Townhouse	855	.850217	.016350	.018894
3I	Townhouse	855	.850217	.016350	.018894
4I	Townhouse	855	.850217	.016350	.018894
5I	Townhouse	855	.850217	.016350	.018894
6I	Townhouse	855	.850217	.016350	.018894

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
1J	Townhouse	855	.850217	.016350	.018894
2J	Townhouse	855	.850217	.016350	.018894
3J	Townhouse	855	.850217	.016350	.018894
4J	Townhouse	855	.850217	.016350	.018894
5J	Townhouse	855	.850217	.016350	.018894
6J	Townhouse	855	.850217	.016350	.018894
1K	Townhouse	855	.850217	.016350	.018894
2K	Townhouse	855	.850217	.016350	.018894
3K	Townhouse	855	.850217	.016350	.018894
4K	Townhouse	855	.850217	.016350	.018894
5K	Townhouse	855	.850217	.016350	.018894
6K	Townhouse	855	.850217	.016350	.018894
7K	Townhouse	855	.850217	.016350	.018894
8K	Townhouse	855	.850217	.016350	.018894
9K	Townhouse	855	.850217	.016350	.018894
10K	Townhouse	855	.850217	.016350	.018894
401	Studio	342	.340087	.006540	.007557
403	Spa Studio	684	.680150	.013080	.015114
405	Spa Studio	684	.680150	.013080	.015114
407	Studio	342	.340087	.006540	.007557
408	Studio	342	.340087	.006540	.007557
409	Studio	342	.340087	.006540	.007557
410	Studio	342	.340087	.006540	.007557
411	Studio	342	.340087	.006540	.007557
412	Studio	342	.340087	.006540	.007557

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
413	Studio	342	.340087	.006540	.007557
414	Studio	342	.340087	.006540	.007557
415	Studio	342	.340087	.006540	.007557
416	Studio	342	.340087	.006540	.007557
417	Studio	342	.340087	.006540	.007557
418	Studio	342	.340087	.006540	.007557
419	Studio	342	.340087	.006540	.007557
420	Studio	342	.340087	.006540	.007557
509	Studio	342	.340087	.006540	.007557
510	Studio	342	.340087	.006540	.007557
511	Studio	342	.340087	.006540	.007557
512	Studio	342	.340087	.006540	.007557
101	Spa Suite	662.5	.658800	.012669	.01464
103	Spa Suite	662.5	.658800	.012669	.01464
105	Spa Suite	662.5	.658800	.012669	.01464
109	Spa Suite	662.5	.658800	.012669	.01464
116	Spa Suite	662.5	.658800	.012669	.01464
201/ 203	1 Bedroom	684	.680173	.013080	.015115
204/ 206	1 Bedroom	684	.680173	.013080	.015115
205/ 207	1 Bedroom	684	.680173	.013080	.015115
208/ 210	1 Bedroom	684	.680173	.013080	.015115
209/ 211	1 Bedroom	684	.680173	.013080	.015115

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit & Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
212/ 214	1 Bedroom	684	.680173	.013080	.015115
215/ 217	1 Bedroom	684	.680173	.013080	.015115
216/ 218	1 Bedroom	684	.680173	.013080	.015115
501/ 503	1 Bedroom	684	.680173	.013080	.015115
502/ 504	1 Bedroom	684	.680173	.013080	.015115
505/ 507	1 Bedroom	684	.680173	.013080	.015115
506/ 508	1 Bedroom	684	.680173	.013080	.015115
513/ 515	1 Bedroom	684	.680173	.013080	.015115
514/ 516	1 Bedroom	684	.680173	.013080	.015115
517/ 519	1 Bedroom	684	.680173	.013080	.015115
518/ 520	1 Bedroom	684	.680173	.013080	.015115
521/ 523	1 Bedroom	684	.680173	.013080	.015115
522/ 524	1 Bedroom	684	.680173	.013080	.015115
601/ 603	1 Bedroom	684	.680173	.013080	.015115
605/ 607	1 Bedroom	684	.680173	.013080	.015115
606	Studio	342	.340087	.006540	.007557
608	Studio	342	.340087	.006540	.007557

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
609	Executive Studio	422	.419650	.008070	.009326
610	Studio	342	.340087	.006540	.007557
611	Executive Studio	422	.419650	.008070	.009326
612	Studio	342	.340087	.006540	.007557
613/ 615	1 Bedroom	684	.680173	.013080	.015115
614/ 616	1 Bedroom	684	.680173	.013080	.015115
617/ 619	1 Bedroom	684	.680173	.013080	.015115
618/ 620	1 Bedroom	684	.680173	.013080	.015115
621/ 623	1 Bedroom	684	.680173	.013080	.015115
622/ 624	1 Bedroom	684	.680173	.013080	.015115
L1(A)	1 Bedroom	884	.879050	.016905	.019534
L2(A)	1 Bedroom	884	.879050	.016905	.019534
L3(A)	1 Bedroom	884	.879050	.016905	.019534
L4(A)	1 Bedroom	884	.879050	.016905	.019534
L1(B)	Studio	408	.405725	.007802	.009016
L2(B)	Studio	408	.405725	.007802	.009016
L3(B)	Studio	408	.405725	.007802	.009016
L4(B)	Studio	408	.405725	.007802	.009016
L5(A)	1 Bedroom	849	.84425	.016236	.018761
L6(A)	1 Bedroom	849	.84425	.016236	.018761
L7(A)	1 Bedroom	849	.84425	.016236	.018761

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
L8 (A)	1 Bedroom	849	.84425	.016236	.018761
L5 (B)	1 Bedroom	496	.493225	.009485	.010961
L6 (B)	1 Bedroom	496	.493225	.009485	.010961
L7 (B)	1 Bedroom	496	.493225	.009485	.010961
L8 (B)	1 Bedroom	496	.493225	.009485	.010961
L9 (A)	1 Bedroom	849	.84425	.016236	.018761
L10 (A)	1 Bedroom	849	.84425	.016236	.018761
L11 (A)	1 Bedroom	849	.84425	.016236	.018761
L12 (A)	1 Bedroom	849	.84425	.016236	.018761
L13 (A)	1 Bedroom	849	.84425	.016236	.018761
L14 (A)	1 Bedroom	849	.84425	.016236	.018761
L15 (A)	1 Bedroom	849	.84425	.016236	.018761
L16 (A)	1 Bedroom	849	.84425	.016236	.018761
L9 (B)	1 Bedroom	496	.493225	.009485	.010961
L10 (B)	1 Bedroom	496	.493225	.009485	.010961
L11 (B)	1 Bedroom	496	.493225	.009485	.010961
L12 (B)	1 Bedroom	496	.493225	.009485	.010961
L13 (B)	1 Bedroom	496	.493225	.009485	.010961
L14 (B)	1 Bedroom	496	.493225	.009485	.010961
L15 (B)	1 Bedroom	496	.493225	.009485	.010961
L16 (B)	1 Bedroom	496	.493225	.009485	.010961
TOTAL FOR ALL INTERESTS		100,562.50	99.999983	99.998704 (52) (shares/unit)	100.000026 (45) (shares/unit)

The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, and XVI consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

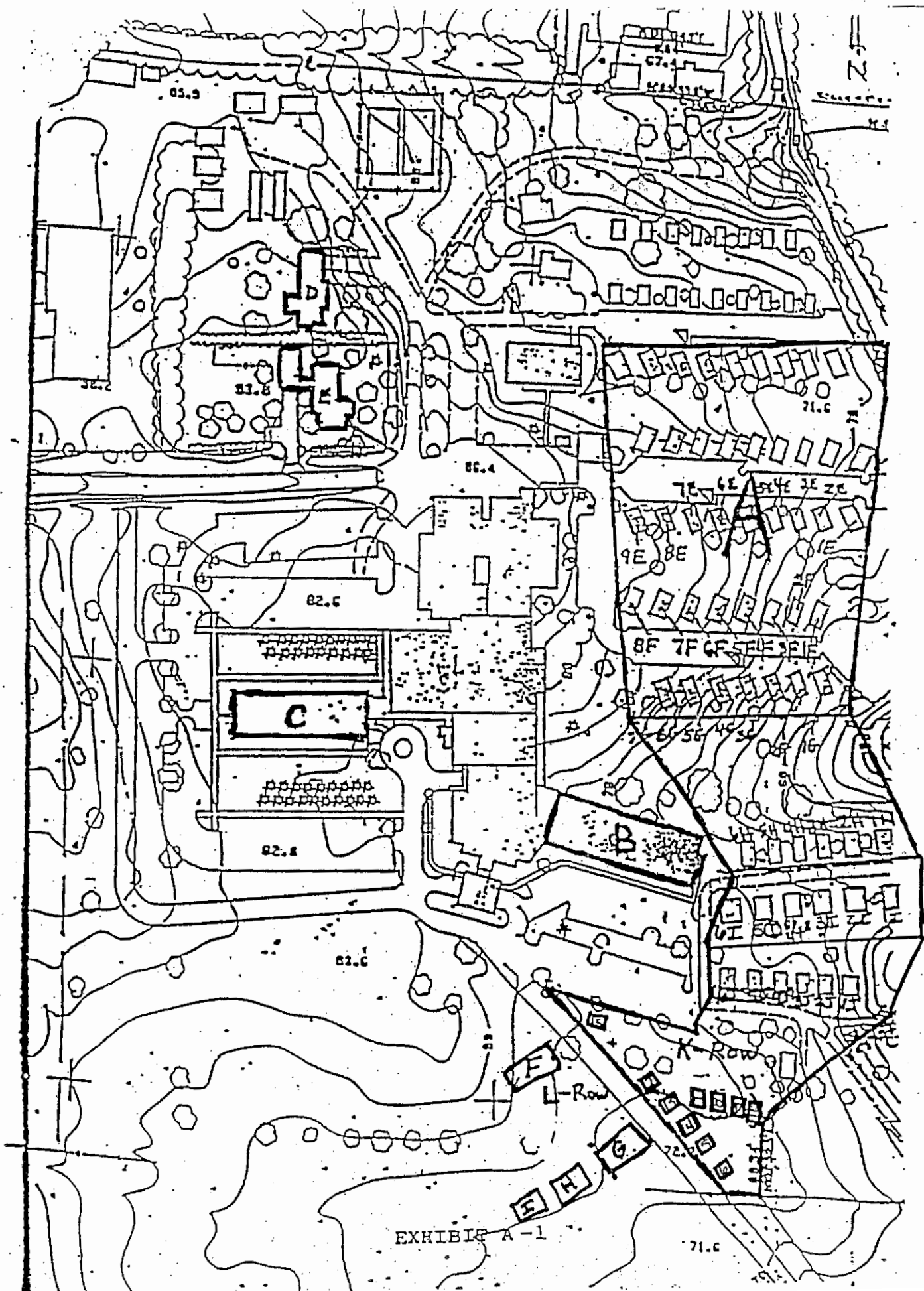


EXHIBIT A-1

PLAT OF SURVEY

PARCEL B-2

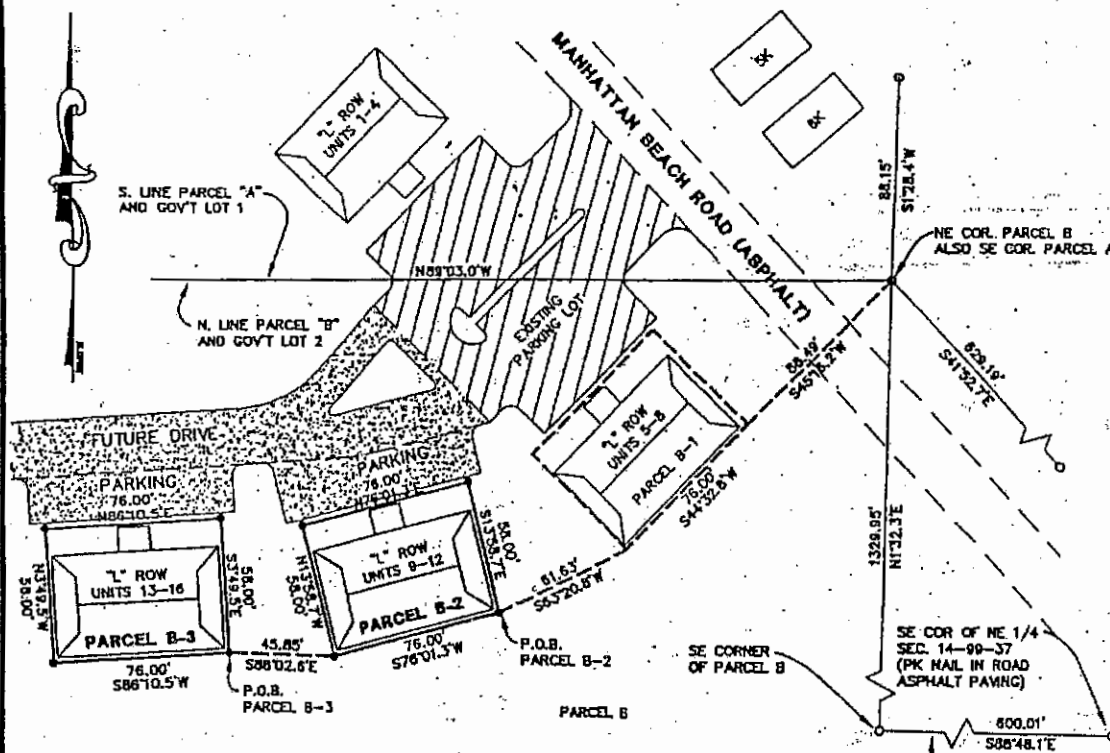
A PARCEL OF LAND, CONTAINING A TWO STORY WOOD FRAME RENTAL UNIT, LOCATED IN "PARCEL B" OF THE PLAT OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 99 NORTH, RANGE 37 WEST OF THE 5th P.M., DICKINSON COUNTY, IOWA RECORDED IN SURVEYOR'S BOOK 1 PAGE 143, SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14-99-37; THENCE NORTH 85°48.1' WEST 600.01 FEET TO THE SOUTHEAST CORNER OF PARCEL B; THENCE NORTH 1°32.3' EAST 1329.95 FEET ALONG THE EAST SIDE OF PARCEL B TO THE NORTHEAST CORNER OF PARCEL B, ALSO BEING THE SOUTHEAST CORNER OF PARCEL A ON THE SOUTH LINE OF SAID GOVERNMENT LOT 1, THENCE SOUTH 43°16.2' WEST 85.49 FEET; THENCE SOUTH 44°32.8' WEST 76.00 FEET; THENCE SOUTH 63°20.8' WEST 61.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 76°01.3' WEST 76.00 FEET; THENCE NORTH 13°54.7' WEST 58.00 FEET; THENCE NORTH 76°01.3' EAST 76.00 FEET; THENCE SOUTH 13°54.7' EAST 58.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4408 SQUARE FEET.

PARCEL B-3

A PARCEL OF LAND, CONTAINING A TWO STORY WOOD FRAME RENTAL UNIT, LOCATED IN "PARCEL B" OF THE PLAT OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 99 NORTH, RANGE 37 WEST OF THE 5th P.M., DICKINSON COUNTY, IOWA RECORDED IN SURVEYOR'S BOOK 1 PAGE 143, SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14-99-37; THENCE NORTH 85°48.1' WEST 600.01 FEET TO THE SOUTHEAST CORNER OF PARCEL B; THENCE NORTH 1°32.3' EAST 1329.95 FEET ALONG THE EAST SIDE OF PARCEL B TO THE NORTHEAST CORNER OF PARCEL B, ALSO BEING THE SOUTHEAST CORNER OF PARCEL A ON THE SOUTH LINE OF SAID GOVERNMENT LOT 1, THENCE SOUTH 43°16.2' WEST 85.49 FEET; THENCE SOUTH 44°32.8' WEST 76.00 FEET; THENCE SOUTH 63°20.8' WEST 61.63 FEET; THENCE SOUTH 76°01.3' WEST 76.00 FEET; THENCE SOUTH 85°02.6' EAST 45.85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85°10.5' WEST 76.00 FEET; THENCE NORTH 3°49.5' WEST 58.00 FEET; THENCE NORTH 85°10.5' EAST 76.00 FEET; THENCE SOUTH 3°49.5' EAST 58.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4408 SQUARE FEET.



LEGEND

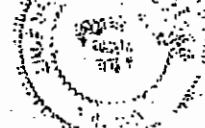
- FOUND MONUMENT
- SET 5/8\" CAPPED REBAR OR TO BE SET BY 1/20-89

GRAPHIC SCALE



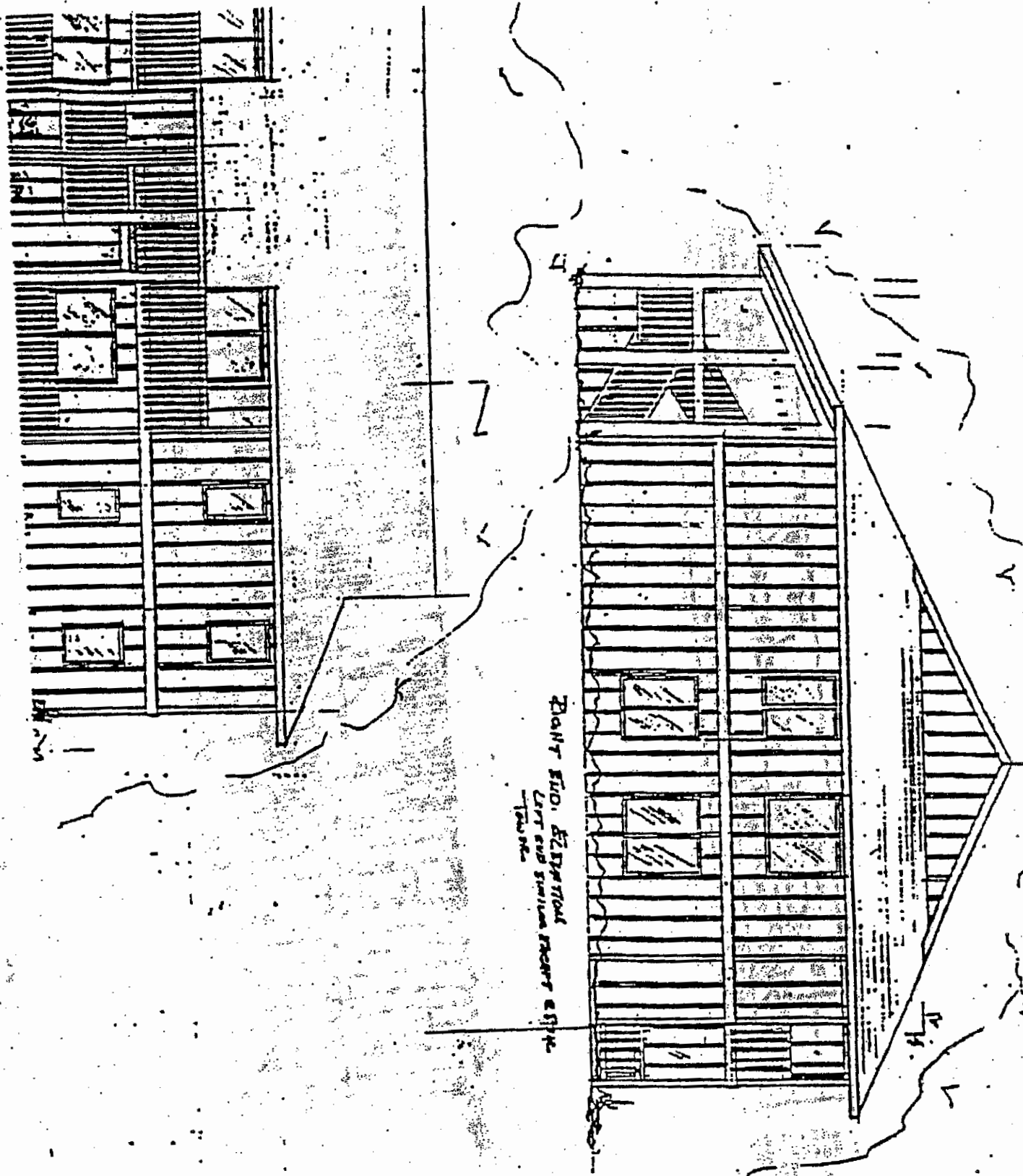
(IN FEET)
1 inch = 60 ft

SOUTH LINE OF NE 1/4
OF SEC. 14-99-37



E98091\TOPO\98091-01

Drawn	Checked By	CLIENT:	I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. James R. Blum, L.S. 12-8-89 James R. Blum, L.S. Lic. No. 9179 License renewal date 12/31/98
Date 12-8-98 By DFB	JRB	VILLAGE LAKES SHARES L.P.	
Survey Notes	Project No.	c/o DANIEL D. DYKESTRA, ATTY.	
Book	Page	701 PIERCE ST. SUITE 200 P.O. BOX 3086 SIOUX CITY, IOWA 51102	



PLANT SHED, ELIZABETH
LEFT END SIMILAR FRONT & SIDE
THRU

A black and white architectural drawing of a building facade, oriented vertically. The drawing shows a symmetrical design with a central entrance and multiple windows. The building has a gabled roof, indicated by a line at the top. The facade is divided into several sections by vertical lines. The central section features a large, arched entrance. On either side of the entrance are windows of varying sizes, some with shutters. The drawing is a technical sketch, showing the basic structure and proportions of the building. The lines are clean and precise, suggesting a professional architectural drawing. The overall style is functional and minimalist, focusing on the layout and form of the building.

TEL. 972-6141 PHONE 713-966-8100	Initial HOMES	WARNING: WEIN ELECTRIC, FLYING WIRE AND HEATING AND SHOW MEET ARE NOT SERVICE LICENSED MAY HAVE TO BE ALIGNED TO CONFORM TO LOCAL CODE BOOK CODE	Scott and Eda Alvarado 21111 Clay Street, Houston, Texas 77058 4/11/87	SCENE 712-1-10 DELAY BY 4/11/87 APPROVED BY 4/11/87 ATTACHED BY 4/11/87	DATE 4/11/87 DATE 4/11/87	THESE PLANS AND THE PERMIT FOR CONSTRUCTION ARE NOT TO BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. ANY VIOLATION OF THE PERMIT OR THE PLANS IS A VIOLATION OF THE BUILDING CODE AND THE ENGINEER WILL BE RESPONSIBLE FOR THE CONSTRUCTION

E X H I B I T " B "

L I M I T E D C O M M O N E L E M E N T S

The limited common elements for Units L9(A), L9(B), L10(A), L10(B), L11(A), L11(B), L12(A), L12(B), L13(A), L13(B), L14(A), L14(B), L15(A), L15(B), L16(A), and L16(B) are the entrance deck areas and washer/dryer area located off the living area. Units L9(A) and L9(B) share the same limited common elements, Units L10(A) and L10(B) share the same limited common elements, Units L11(A) and L11(B) share the same limited common elements, Units L12(A) and L12(B) share the same limited common elements, Units L13(A) and L13(B) share the same limited common elements, Units L14(A) and L14(B) share the same limited common elements, Units L15(A) and L15(B) share the same limited common elements, and Units L16(A) and L16(B) share the same limited common elements.

THE HISTORY OF THE

REPUBLIC OF THE UNITED STATES OF AMERICA

FROM THE FIRST SETTLEMENTS TO THE PRESENT TIME

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VOLUME I

THE EARLY PERIOD

FROM 1492 TO 1776

NEW YORK

1876

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99 MAY -3 AM 9: 11

JRC JAN BORTSCHNER
RECORDER
DICKINSON COUNTY, IOWA

91 ⁰⁰

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, a Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office, a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office, a Eleventh Amendment dated January 24, 1995, and filed January 26, 1995 at Misc Record 8, Page 9, Dickinson County Recorder's Office, a Twelfth Amendment dated October 17, 1995, and filed October 18, 1995 at Misc Record 8, Page 645, Dickinson County Recorder's Office, and re-recorded to correct an error in square footage on January 8, 1996, at Misc Record 8, Page 815, Dickinson County Recorder's Office, a Thirteenth Amendment dated June 10, 1997, and filed June 12, 1997 at Book 10, page 499, Dickinson County Recorder's Office, a Fourteenth Amendment dated July 22, 1998, and filed July 24, 1998 at Book 12, page 361, Dickinson County Recorder's Office a Fifteenth Amendment dated October 31, 1998, and filed November 17, 1998 at Book 12, page 795, Dickinson County Recorder's Office, and a Sixteenth Amendment dated February 17, 1999 and filed March 11,

Restated Sixteenth Amendment is being made pursuant to Article XXI. This restated Sixteenth Amendment modifies the submitted property as fully set out in Exhibit "A".

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase XVI(restated);

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase XVI(restated), the definitions of "Day", Section II(10), and "Unit Week", Section II(31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Saturday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Saturday.

B. Unit Week #1 is the seven (7) days commencing on the first Saturday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Saturday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

III. The Limited Common Elements for the Phase XVI(restated) units are identified on Exhibit "B."

This Sixteenth Amendment (Restated) is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, or Sixteenth as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Village Lakeshares, L.P., a limited partnership, has signed its name by its proper officer, this 28 day of April, 1999.

VILLAGE LAKESHARES, INC.
General Partner of Village Lakeshares L.P.

BY:

Thomas L. Aller
Thomas L. Aller, Vice President

STATE OF IOWA, LINN COUNTY, ss:

On this 28th day of April, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas L. Aller, to me personally known, who, being by me duly sworn, did say that the person is the Vice President of Village Lakeshares, Inc, a General Partner of Village Lakeshares, Inc. an Iowa limited partnership, executing the foregoing instrument, that (no seal has been procured by) ~~(the seal affixed thereto is the seal of)~~ the corporation; that the instrument was signed on behalf of the corporation as General Partner of Village Lakeshares, Inc., an Iowa limited partnership, by authority of the corporation's Board of Directors; and that he as that officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by the officer voluntarily executed.

Donald A. Kipp
NOTARY PUBLIC

9-6-99

EXHIBIT "A"
PROPERTY INFORMATION

The Sixteenth Amendment as originally filed was to consist of adding two new buildings of 'Boji Suites, described on Exhibit A-2 as Parcel B-2 and Parcel B-3.

Parcel B-3 was improperly included in the Sixteenth Amendment. No construction or improvements have incurred on Parcel B-3. Units described in the Sixteenth Amendment as Unit L13(A), Unit L13(B), Unit L14(A), Unit L14(B), Unit L15(A), Unit L15(B), Unit L16(A), and Unit L16(B) are removed at this time, but Developer reserves the right to dedicate the units at a later date.

Phase XVI (restated) of Sunrise Cove consists of one new building of 'Boji Suites, having eight (8) one bedroom units, to be built at Village West Resort on West Lake Okoboji, Dickinson County, Iowa,

All units will be located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area H shows the general location of the building to be constructed and identified below is the exact location of the Units L9(A), L9(B), L10(A), L10(B), L11(A), L11(B), L12(A), L12(B), in these buildings which are being submitted at this time. The legal description of the building is set out on Exhibit A-2 described as Parcel B-2.

Eight (8) one bedroom units are being added. These eight (8) units will be located in Area H, shown on Exhibit A-1. Units L9(A), L9(B), L10(A), and L10(B), are on the lower level and units L11(A), L11(B), L12(A), and L12(B), are on the upper level. Exhibit A-15 also identifies the type of floor plan to be used in these units. The building elevation for the buildings is shown on Exhibit A-9C attached to this Amendment. A general location description of the units are as follows:

Unit L9(A) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the south side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L9(B) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the south side. This unit will have a kitchen area, living area, bedroom and one bathroom with a total

living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L10(A) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the north side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L10(B) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the lower level of the building on the north side. This unit will have a kitchen area, living area, bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L11(A) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the south side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L11(B) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the south side. This unit will have a kitchen area, living area, bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L12(A) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the north side. This unit will have a kitchen area, great room, bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L12(B) is a one bedroom suite located in the middle building of 'Boji Suites, in the sixth row south of the beach and just south of the access road, on the upper level of the building on the north side. This unit will have one a kitchen area, living area, bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

The one hundred thirty-six (136) units now submitted under Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVI(restated) have the following square footage and at this time have the proportionate interest in the Common Elements set forth below dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
	Mansion	1,612	1.693600	.032569	.037636
	Rustic Cabin	2,008	2.109600	.040569	.046880
1E	Townhouse	855	.898275	.017275	.019962
2E	Townhouse	855	.898275	.017275	.019962
3E	Townhouse	855	.898275	.017275	.019962
4E	Townhouse	855	.898275	.017275	.019962
5E	Townhouse	855	.898275	.017275	.019962
6E	Townhouse	855	.898275	.017275	.019962
7E	Townhouse	855	.898275	.017275	.019962
8E	Townhouse	855	.898275	.017275	.019962
9E	Townhouse	855	.898275	.017275	.019962
1F	Townhouse	855	.898275	.017275	.019962
2F	Townhouse	855	.898275	.017275	.019962
3F	Townhouse	855	.898275	.017275	.019962
4F	Townhouse	855	.898275	.017275	.019962
5F	Townhouse	855	.898275	.017275	.019962
6F	Townhouse	855	.898275	.017275	.019962
7F	Townhouse	855	.898275	.017275	.019962
8F	Townhouse	855	.898275	.017275	.019962
1G	Townhouse	855	.898275	.017275	.019962

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit & Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
2G	Townhouse	855	.898275	.017275	.019962
3G	Townhouse	855	.898275	.017275	.019962
4G	Townhouse	855	.898275	.017275	.019962
5G	Townhouse	855	.898275	.017275	.019962
6G	Townhouse	855	.898275	.017275	.019962
7G	Townhouse	855	.898275	.017275	.019962
1H	Townhouse	855	.898275	.017275	.019962
2H	Townhouse	855	.898275	.017275	.019962
3H	Townhouse	855	.898275	.017275	.019962
4H	Townhouse	855	.898275	.017275	.019962
5H	Townhouse	855	.898275	.017275	.019962
6H	Townhouse	855	.898275	.017275	.019962
1I	Townhouse	855	.898275	.017275	.019962
2I	Townhouse	855	.898275	.017275	.019962
3I	Townhouse	855	.898275	.017275	.019962
4I	Townhouse	855	.898275	.017275	.019962
5I	Townhouse	855	.898275	.017275	.019962
6I	Townhouse	855	.898275	.017275	.019962
1J	Townhouse	855	.898275	.017275	.019962
2J	Townhouse	855	.898275	.017275	.019962
3J	Townhouse	855	.898275	.017275	.019962
4J	Townhouse	855	.898275	.017275	.019962
5J	Townhouse	855	.898275	.017275	.019962
6J	Townhouse	855	.898275	.017275	.019962
1K	Townhouse	855	.898275	.017275	.019962
2K	Townhouse	855	.898275	.017275	.019962

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
3K	Townhouse	855	.898275	.017275	.019962
4K	Townhouse	855	.898275	.017275	.019962
5K	Townhouse	855	.898275	.017275	.019962
6K	Townhouse	855	.898275	.017275	.019962
7K	Townhouse	855	.898275	.017275	.019962
8K	Townhouse	855	.898275	.017275	.019962
9K	Townhouse	855	.898275	.017275	.019962
10K	Townhouse	855	.898275	.017275	.019962
401	Studio	342	.359309	.006910	.007985
403	Spa Studio	684	.718600	.013819	.015969
405	Spa Studio	684	.718600	.013819	.015969
407	Studio	342	.359309	.006910	.007985
408	Studio	342	.359309	.006910	.007985
409	Studio	342	.359309	.006910	.007985
410	Studio	342	.359309	.006910	.007985
411	Studio	342	.359309	.006910	.007985
412	Studio	342	.359309	.006910	.007985
413	Studio	342	.359309	.006910	.007985
414	Studio	342	.359309	.006910	.007985
415	Studio	342	.359309	.006910	.007985
416	Studio	342	.359309	.006910	.007985
417	Studio	342	.359309	.006910	.007985
418	Studio	342	.359309	.006910	.007985
419	Studio	342	.359309	.006910	.007985
420	Studio	342	.359309	.006910	.007985
509	Studio	342	.359309	.006910	.007985

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
510	Studio	342	.359309	.006910	.007985
511	Studio	342	.359309	.006910	.007985
512	Studio	342	.359309	.006910	.007985
101	Spa Suite	662.5	.696040	.013385	.015468
103	Spa Suite	662.5	.696040	.013385	.015468
105	Spa Suite	662.5	.696040	.013385	.015468
109	Spa Suite	662.5	.696040	.013385	.015468
116	Spa Suite	662.5	.696040	.013385	.015468
201/ 203	1 Bedroom	684	.718619	.013820	.015969
204/ 206	1 Bedroom	684	.718619	.013820	.015969
205/ 207	1 Bedroom	684	.718619	.013820	.015969
208/ 210	1 Bedroom	684	.718619	.013820	.015969
209/ 211	1 Bedroom	684	.718619	.013820	.015969
212/ 214	1 Bedroom	684	.718619	.013820	.015969
215/ 217	1 Bedroom	684	.718619	.013820	.015969
216/ 218	1 Bedroom	684	.718619	.013820	.015969
501/ 503	1 Bedroom	684	.718619	.013820	.015969
502/ 504	1 Bedroom	684	.718619	.013820	.015969
505/ 507	1 Bedroom	684	.718619	.013820	.015969
506/ 508	1 Bedroom	684	.718619	.013820	.015969

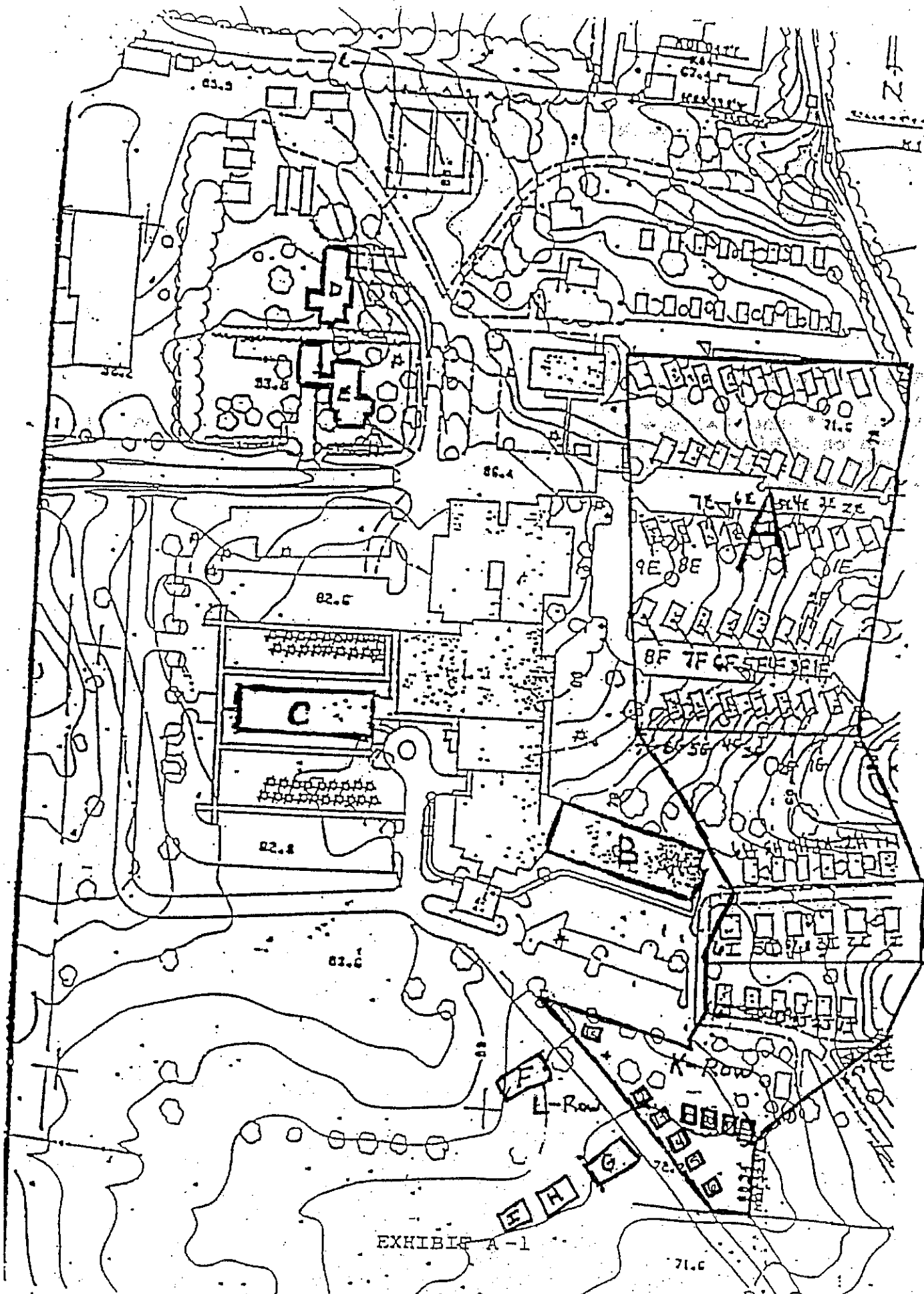
<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
513/ 515	1 Bedroom	684	.718619	.013820	.015969
514/ 516	1 Bedroom	684	.718619	.013820	.015969
517/ 519	1 Bedroom	684	.718619	.013820	.015969
518/ 520	1 Bedroom	684	.718619	.013820	.015969
521/ 523	1 Bedroom	684	.718619	.013820	.015969
522/ 524	1 Bedroom	684	.718619	.013820	.015969
601/ 603	1 Bedroom	684	.718619	.013820	.015969
605/ 607	1 Bedroom	684	.718619	.013820	.015969
606	Studio	342	.359309	.006910	.007985
608	Studio	342	.359309	.006910	.007985
609	Executive Studio	422	.443350	.008526	.009852
610	Studio	342	.359309	.006910	.007985
611	Executive Studio	422	.443350	.008526	.009852
612	Studio	342	.359309	.006910	.007985
613/ 615	1 Bedroom	684	.718619	.013820	.015969
614/ 616	1 Bedroom	684	.718619	.013820	.015969
617/ 619	1 Bedroom	684	.718619	.013820	.015969
618/ 620	1 Bedroom	684	.718619	.013820	.015969

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
621/ 623	1 Bedroom	684	.718619	.013820	.015969
622/ 624	1 Bedroom	684	.718619	.013820	.015969
L1(A)	1 Bedroom	884	.928750	.017861	.020639
L2(A)	1 Bedroom	884	.928750	.017861	.020639
L3(A)	1 Bedroom	884	.928750	.017861	.020639
L4(A)	1 Bedroom	884	.928750	.017861	.020639
L1(B)	Studio	408	.428650	.008243	.009526
L2(B)	Studio	408	.428650	.008243	.009526
L3(B)	Studio	408	.428650	.008243	.009526
L4(B)	Studio	408	.428650	.008243	.009526
L5(A)	1 Bedroom	849	.891975	.017153	.019822
L6(A)	1 Bedroom	849	.891975	.017153	.019822
L7(A)	1 Bedroom	849	.891975	.017153	.019822
L8(A)	1 Bedroom	849	.891975	.017153	.019822
L5(B)	1 Bedroom	496	.521100	.010021	.011580
L6(B)	1 Bedroom	496	.521100	.010021	.011580
L7(B)	1 Bedroom	496	.521100	.010021	.011580
L8(B)	1 Bedroom	496	.521100	.010021	.011580
L9(A)	1 Bedroom	849	.891975	.017153	.019822
L10(A)	1 Bedroom	849	.891975	.017153	.019822
L11(A)	1 Bedroom	849	.891975	.017153	.019822
L12(A)	1 Bedroom	849	.891975	.017153	.019822
L9(B)	1 Bedroom	496	.521100	.010021	.011580
L10(B)	1 Bedroom	496	.521100	.010021	.011580
L11(B)	1 Bedroom	496	.521100	.010021	.011580

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
L12(B)	1 Bedroom	496	.521100	.010021	.011580

TOTAL FOR ALL INTERESTS	95,182.50	100.000001	100.001772 (52) (shares/unit)	100.001115 (45) (shares/unit)

The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, and XVI (restated) consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.



PLAT OF SURVEY

PARCEL B-2

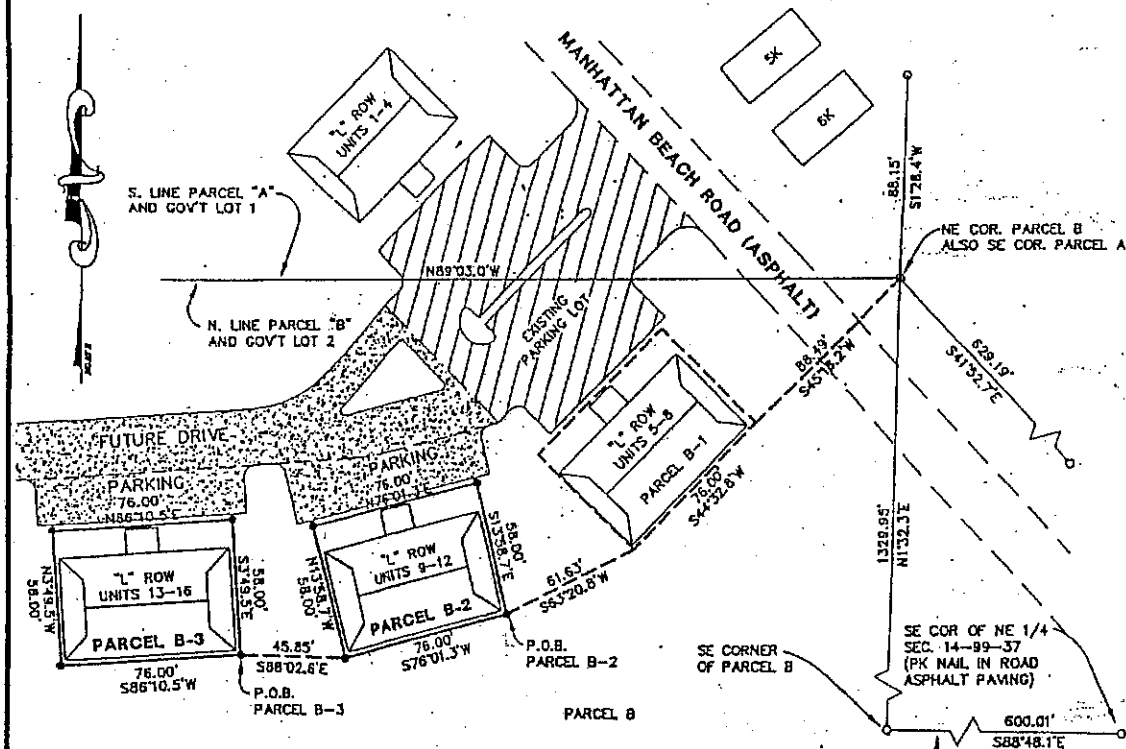
A PARCEL OF LAND, CONTAINING A TWO STORY WOOD FRAME RENTAL UNIT, LOCATED IN "PARCEL B" OF THE PLAT OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 99 NORTH, RANGE 37 WEST OF THE 5th P.M., DICKINSON COUNTY, IOWA RECORDED IN SURVEYOR'S BOOK 1 PAGE 143, SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14-99-37; THENCE NORTH 88°48.1' WEST 600.01 FEET TO THE SOUTHEAST CORNER OF PARCEL B; THENCE NORTH 1°32.3' EAST 1329.95 FEET ALONG THE EAST SIDE OF PARCEL B TO THE NORTHEAST CORNER OF PARCEL B, ALSO BEING THE SOUTHEAST CORNER OF PARCEL A ON THE SOUTH LINE OF SAID GOVERNMENT LOT 1, THENCE SOUTH 45°16.2' WEST 88.49 FEET; THENCE SOUTH 44°32.8' WEST 76.00 FEET; THENCE SOUTH 63°20.8' WEST 61.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 76°01.3' WEST 76.00 FEET; THENCE NORTH 13°58.7' WEST 58.00 FEET; THENCE NORTH 76°01.3' EAST 76.00 FEET; THENCE SOUTH 13°58.7' EAST 58.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4408 SQUARE FEET.

PARCEL B-3

A PARCEL OF LAND, CONTAINING A TWO STORY WOOD FRAME RENTAL UNIT, LOCATED IN "PARCEL B" OF THE PLAT OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 99 NORTH, RANGE 37 WEST OF THE 5th P.M., DICKINSON COUNTY, IOWA RECORDED IN SURVEYOR'S BOOK 1 PAGE 143, SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

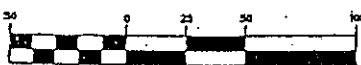
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14-99-37; THENCE NORTH 88°48.1' WEST 600.01 FEET TO THE SOUTHEAST CORNER OF PARCEL B; THENCE NORTH 1°32.3' EAST 1329.95 FEET ALONG THE EAST SIDE OF PARCEL B TO THE NORTHEAST CORNER OF PARCEL B, ALSO BEING THE SOUTHEAST CORNER OF PARCEL A ON THE SOUTH LINE OF SAID GOVERNMENT LOT 1, THENCE SOUTH 45°16.2' WEST 88.49 FEET; THENCE SOUTH 44°32.8' WEST 76.00 FEET; THENCE SOUTH 63°20.8' WEST 61.63 FEET; THENCE SOUTH 76°01.3' WEST 76.00 FEET; THENCE SOUTH 88°02.6' EAST 45.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 66°10.5' WEST 76.00 FEET; THENCE NORTH 3°49.5' WEST 58.00 FEET; THENCE NORTH 86°10.5' EAST 76.00 FEET; THENCE SOUTH 3°49.5' EAST 58.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4408 SQUARE FEET.



LEGEND

- FOUND MONUMENT
- SET 5/8" CAPPED REBAR OR TO BE SET BY 1/20-99

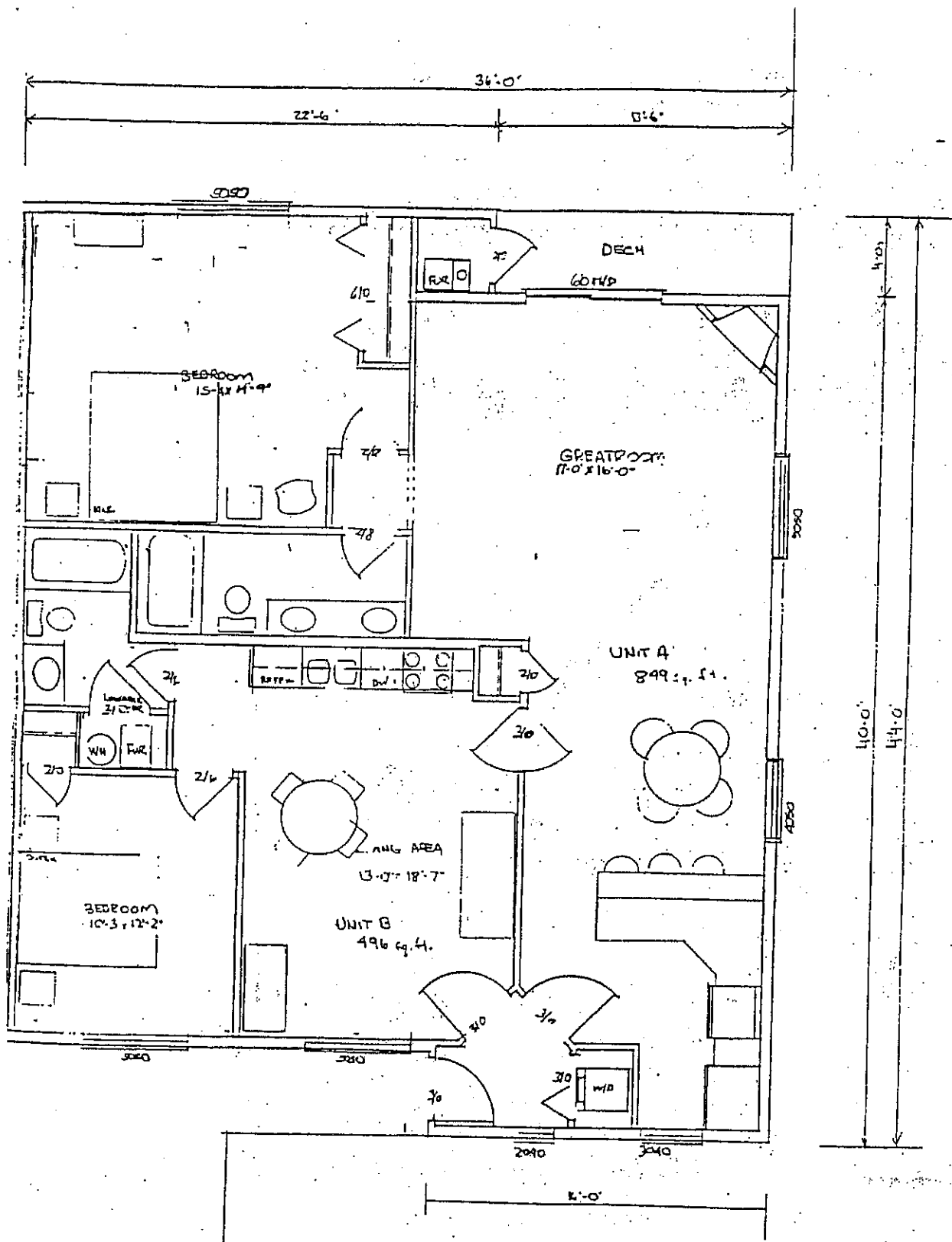
GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

VE98091\TOPG\98091-01

Drawn	Checked By	CLIENT:	I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. Signed <i>James R. Blum</i> 12-8-98 Date James R. Blum, L.S. Lic. No. 9179 License renewal date 12/31/98
Date 12-8-98 By DPH	JRB	c/o DANIEL D. DYKESTRA, ATTY.	
Survey Notes	Project No.	701 PIERCE ST. SUITE 200	
Book	Page	P.O. BOX 3086	
		SIoux CITY, IOWA 51102	



SCALE 1/4" = 1'-0"

DATE

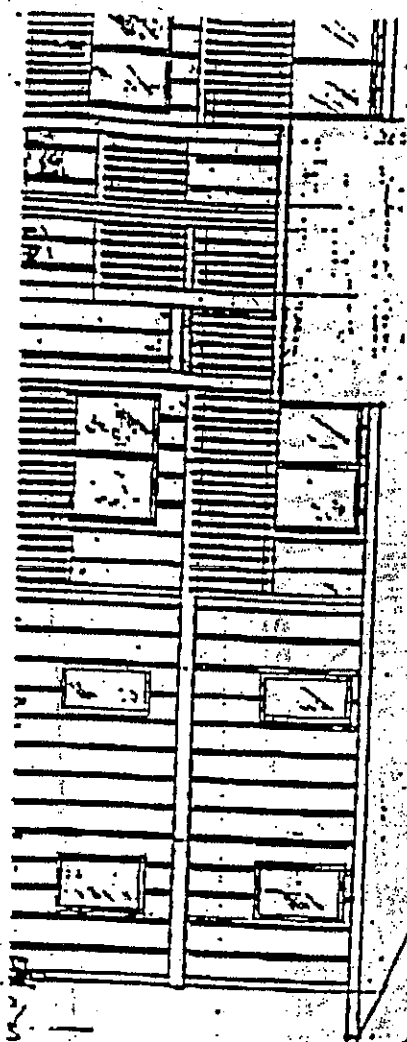
DRAWN BY TW

DATE

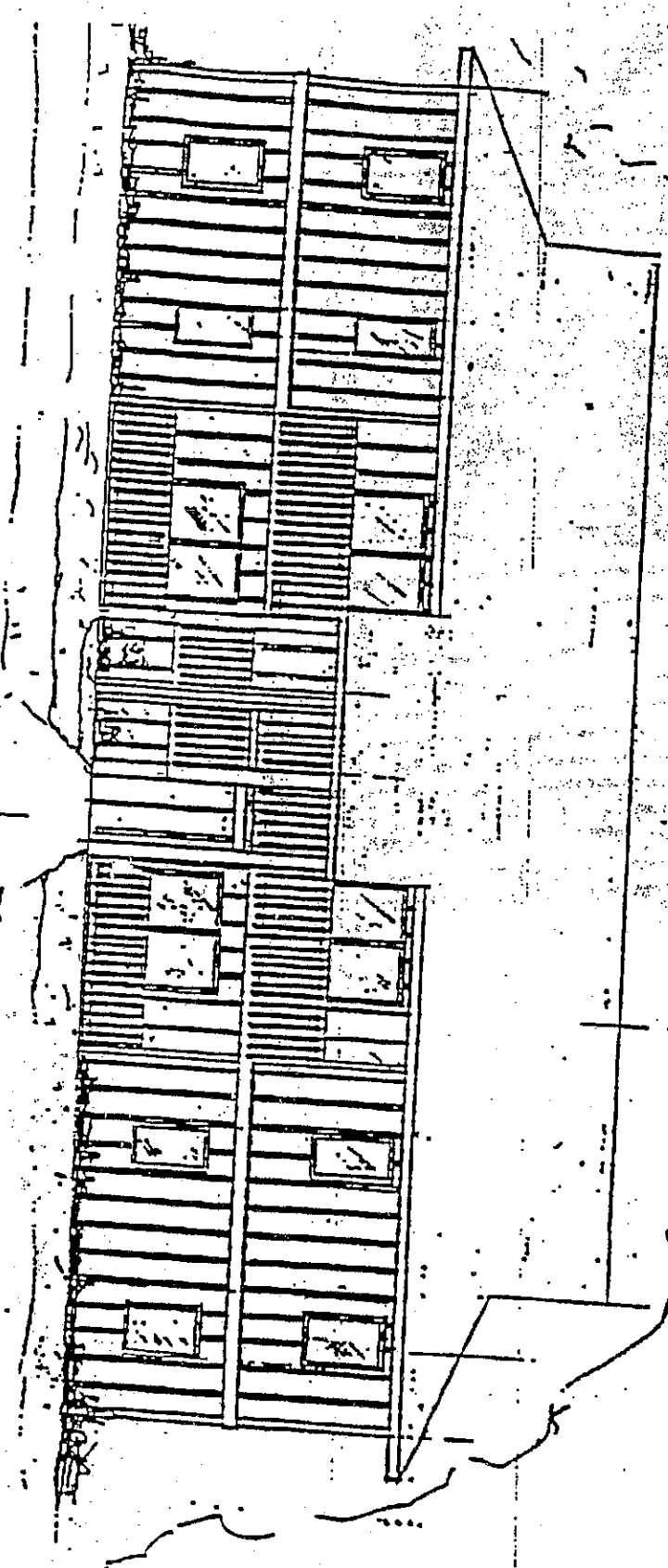
REVISED BY TW

DATE

THESE PLANS, AND THE INFORMATION SHOWN HEREON, ARE THE PROPERTY OF CITATION HOMES AND REPRODUCTION, USE OR DISCLOSURE THEREOF TO UNAUTHORIZED PERSONS, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF CITATION HOMES, IS EXPRESSLY PROHIBITED. POSSESSION OF THESE PLANS AND ACCESS TO SUCH INFORMATION, WHEN GIVEN BY CITATION HOMES, IS GIVEN



FRONT END, & REAR END
LEFT AND SIMILAR FRONT & REAR
ELEVATIONS



R. M. SCHWAB
 2047 E. 10th St.
 Salt Lake City, Utah

tuini homes		NAME: _____ ADDRESS: _____ PHONE: _____	
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO ME BY THE APPLICANT.		DATE: _____	
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO ME BY THE APPLICANT.		DATE: _____	
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO ME BY THE APPLICANT.		DATE: _____	
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO ME BY THE APPLICANT.		DATE: _____	

EXHIBIT " B "

L I M I T E D C O M M O N E L E M E N T S

The limited common elements for Units L9(A), L9(B), L10(A), L10(B), L11(A), L11(B), L12(A), L12(B), are the entrance deck areas and washer/dryer area located off the living area. Units L9(A) and L9(B) share the same limited common elements, Units L10(A) and L10(B) share the same limited common elements, Units L11(A) and L11(B) share the same limited common elements, and Units L12(A) and L12(B) share the same limited common elements

00 AUG -4 AM 9: 15

SEVENTEENTH AMENDMENT
TO DECLARATION OF TIME-SHARE PROGRAM
FOR SUNRISE COVE

VILLAGE LAKESHARES, L.P. a limited partnership, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, a Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office, a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office, a Eleventh Amendment dated January 24, 1995, and filed January 26, 1995 at Misc Record 8, Page 9, Dickinson County Recorder's Office, a Twelfth Amendment dated October 17, 1995, and filed October 18, 1995 at Misc Record 8, Page 645, Dickinson County Recorder's Office, and re-recorded to correct an error in square footage on January 8, 1996, at Misc Record 8, Page 815, Dickinson County Recorder's Office, a Thirteenth Amendment dated June 10, 1997, and filed June 12, 1997 at Book 10, Page 499, Dickinson County Recorder's Office, a Fourteenth Amendment dated July 22, 1998, and filed July 24, 1998 at Book 12, Page 361, Dickinson County Recorder's Office a Fifteenth Amendment dated October 31, 1998, and filed November 17, 1998 at Book 12, Page 795, Dickinson County Recorder's Office, and a Sixteenth Amendment dated February 17, 1999 and filed March 11, 1999 at Book 13, Page 01, Dickinson County Recorder's Office, and a Sixteenth Amendment (Restated) dated April 28, 1999 and filed May 3, 1999 at Book 13, Page 163.

1. Article V, Phase Development of the Declaration, is amended by adding as unnumbered paragraphs 3 and 4 the following:

It is specifically noted that the property known as "Tract 1" and "Tract 2" on the 6-9-00 Robert V. Bendixen sketch of description, marked Exhibit A and attached hereto, is not part of the property upon which the Time-share Program for Sunrise Cove is located. It is further noted that although said Tract 2 may have been included as part of the metes and bounds property description upon which the said 1989 Declaration states the 42 townhouse units were located, in fact, there now are no townhouses or other Time-share properties located on said Tract 2. The metes and bounds description of said Tract 2 was only shown in said declaration as real estate available for future development phases for locating future units for Sunrise Cove Time-share.

This Seventeenth Amendment is made to declare and clarify that neither said Tract 1 or said Tract 2 were or are part of the real estate upon which the Sunrise Time-share Program is located nor are these tracts a part of the location of Sunrise Time-shares.

2. The definition of "Developer", as set forth in the first paragraph of the Declaration, is hereby amended to mean Iowa Resort Holdings, L.C., an Iowa limited liability company.

IN WITNESS WHEREOF, Village Lakeshares, L.P., a limited partnership, has signed its name by its proper officer this 26 TH day of JULY, 2000.

VILLAGE LAKESHARES, INC.
General Partner of Village Lakeshares, L.P.

BY: Thomas L. Aller
Thomas L. Aller, Vice President

STATE OF IOWA)

: SS

COUNTY OF LINN)

On this 26TH day of JULY, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas L. Aller, to me personally known, who, being by me duly sworn, did say that the person is the Vice President of Village Lakeshares, Inc, General Partner of Village Lakeshares, L.P., an Iowa limited partnership, executing the foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation as General Partner of Village Lakeshares, L.P., an Iowa limited partnership, by authority of the corporation's Board of Directors; and that he as that officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by them and by the officer voluntarily executed.

Walter A. Hargraves Jr.
NOTARY PUBLIC in and for said State.



00 AUG -4 PM 3:42

EIGHTEENTH AMENDMENT
TO DECLARATION OF TIME-SHARE PROGRAM
FOR SUNRISE COVE

IOWA RESORT HOLDINGS, L.C., an Iowa limited liability company, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Eighteenth Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 173, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, a Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office, a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office, a Eleventh Amendment dated January 24, 1995, and filed January 26, 1995 at Misc Record 8, Page 9, Dickinson County Recorder's Office, a Twelfth Amendment dated October 17, 1995, and filed October 18, 1995 at Misc Record 8, Page 645, Dickinson County Recorder's Office, and re-recorded to correct an error in square footage on January 8, 1996, at Misc Record 8, Page 815, Dickinson County Recorder's Office, a Thirteenth Amendment dated June 10, 1997, and filed June 12, 1997 at Book 10, page 499, Dickinson County Recorder's Office, a Fourteenth Amendment dated July 22, 1998, and filed July 24, 1998 at Book 12, page 361, Dickinson County Recorder's Office a Fifteenth Amendment dated October 31, 1998, and filed November 17, 1998 at Book 12, page 795, Dickinson County Recorder's Office, a Sixteenth Amendment dated February 17, 1999 and filed March 11, 1999 at Book 13, page 01, Dickinson County Recorder's office, a

Sixteenth Amendment (Restated) dated April 28, 1999 and filed May 3, 1999 at Book 13, page 163, Dickinson County Recorder's office, and a Seventeenth Amendment dated July 26, 2000 and filed August 03, 2000 at Book 15, page 217, Dickinson County Recorder's Office. This Eighteenth Amendment is being made pursuant to Article XXI. This Eighteenth Amendment modifies the submitted property as fully set out in Exhibit "A".

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase XVIII;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and

applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase XVIII, the definitions of "Day", Section II(10), and "Unit Week", Section II(31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Saturday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Saturday.

B. Unit Week #1 is the seven (7) days commencing on the first Saturday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Saturday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

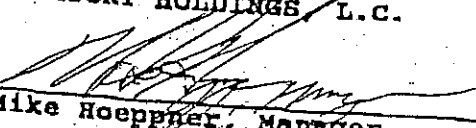
III. The Limited Common Elements for the Phase XVIII units are identified on Exhibit "B."

This Eighteenth Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, Sixteenth Amendment, Sixteenth Amendment Restated, or Seventeenth Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Iowa Resort Holdings, L.C., an Iowa limited liability company, has signed its name by its proper officer, this 3 day of August, 2000.

IOWA RESORT HOLDINGS, L.C.

BY: 
Mike Hoepfner, Manager

State of Iowa, Dickinson County, ss.

On this 3rd day of August, 2000, before me, a Notary Public in and for the said State, personally appeared Mike Hoeppner, to me personally known, who being by me duly sworn did say that that person is Manager of Iowa Resort Holdings, L.C., that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members, and the said Mike Hoeppner acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Dennis J. Daly
Notary Public in and for said State

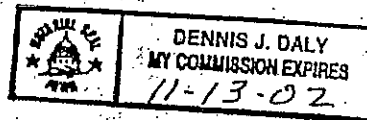


EXHIBIT "A"
PROPERTY INFORMATION

Phase XVIII of Sunrise Cove consists of one new two story building of 'Boji Suites, having six (6) two bedroom units, to be built at Village West Resort on West Lake Okoboji, Dickinson County, Iowa,

All units will be located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area I shows the general location of the building to be constructed and identified below is the exact location of Units L13, L14A, L14B, L15A, L15B, and L16 in the building which is being submitted at this time. The legal description of the buildings are set out on Exhibit A-2.

Six (6) two bedroom units are being added. These six (6) units will be located in Area I, shown on Exhibit A-1. Units L14, L14A, L14B, L15A, L15B, and L16 are two story units. Exhibit A-15 also identifies the type of floor plan to be used in these units. The building elevation for the buildings is shown on Exhibit A-9C attached to this Amendment. A general location description of the units are as follows:

Unit L13 is a two bedroom two story suite located in the third building West of 209th Ave. as part of 'Boji Suites, in the sixth row south of the beach and just south of the access road, first unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L14A is a two bedroom two story suite located in the third building West of 209th Ave. as part of 'Boji Suites, in the sixth row south of the beach and just south of the access road, second unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L14B is a two bedroom two story suite located in the third building West of 209th Ave. as part of 'Boji Suites, in the sixth row south of the beach and just south of the access road, third unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L15A is a two bedroom two story suite located in the third building West of 209th Ave. as part of 'Boji Suites, in the sixth row south of the beach and just south of the access road, fourth unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L15B is a two bedroom two story suite located in the third building West of 209th Ave. as part of 'Boji Suites, in the sixth row south of the beach and just south of the access road, fifth unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L16 is a two bedroom two story suite located in the third building West of 209th Ave. as part of 'Boji Suites, in the sixth row south of the beach and just south of the access road, sixth unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

The 'Boji Suites contain similar furnishings to those included in the original Declaration.

The one hundred forty-four (144) units now submitted under Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, and XVIII have the following square footage and at this time have the proportionate interest in the Common Elements set forth below dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
	Mansion	1,612	1.585700	.030494	.035238
	Rustic Cabin	2,008	1.975200	.037985	.043893
1E	Townhouse	855	.841017	.016173	.018689
2E	Townhouse	855	.841017	.016173	.018689
3E	Townhouse	855	.841017	.016173	.018689

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit & Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
4E	Townhouse	855	.841017	.016173	.018689
5E	Townhouse	855	.841017	.016173	.018689
6E	Townhouse	855	.841017	.016173	.018689
7E	Townhouse	855	.841017	.016173	.018689
8E	Townhouse	855	.841017	.016173	.018689
9E	Townhouse	855	.841017	.016173	.018689
1F	Townhouse	855	.841017	.016173	.018689
2F	Townhouse	855	.841017	.016173	.018689
3F	Townhouse	855	.841017	.016173	.018689
4F	Townhouse	855	.841017	.016173	.018689
5F	Townhouse	855	.841017	.016173	.018689
6F	Townhouse	855	.841017	.016173	.018689
7F	Townhouse	855	.841017	.016173	.018689
8F	Townhouse	855	.841017	.016173	.018689
1G	Townhouse	855	.841017	.016173	.018689
2G	Townhouse	855	.841017	.016173	.018689
3G	Townhouse	855	.841017	.016173	.018689
4G	Townhouse	855	.841017	.016173	.018689
5G	Townhouse	855	.841017	.016173	.018689
6G	Townhouse	855	.841017	.016173	.018689
7G	Townhouse	855	.841017	.016173	.018689
1H	Townhouse	855	.841017	.016173	.018689
2H	Townhouse	855	.841017	.016173	.018689
3H	Townhouse	855	.841017	.016173	.018689
4H	Townhouse	855	.841017	.016173	.018689

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
5H	Townhouse	855	.841017	.016173	.018689
6H	Townhouse	855	.841017	.016173	.018689
1I	Townhouse	855	.841017	.016173	.018689
2I	Townhouse	855	.841017	.016173	.018689
3I	Townhouse	855	.841017	.016173	.018689
4I	Townhouse	855	.841017	.016173	.018689
5I	Townhouse	855	.841017	.016173	.018689
6I	Townhouse	855	.841017	.016173	.018689
1J	Townhouse	855	.841017	.016173	.018689
2J	Townhouse	855	.841017	.016173	.018689
3J	Townhouse	855	.841017	.016173	.018689
4J	Townhouse	855	.841017	.016173	.018689
5J	Townhouse	855	.841017	.016173	.018689
6J	Townhouse	855	.841017	.016173	.018689
1K	Townhouse	855	.841017	.016173	.018689
2K	Townhouse	855	.841017	.016173	.018689
3K	Townhouse	855	.841017	.016173	.018689
4K	Townhouse	855	.841017	.016173	.018689
5K	Townhouse	855	.841017	.016173	.018689
6K	Townhouse	855	.841017	.016173	.018689
7K	Townhouse	855	.841017	.016173	.018689
8K	Townhouse	855	.841017	.016173	.018689
9K	Townhouse	855	.841017	.016173	.018689
10K	Townhouse	855	.841017	.016173	.018689
401	Studio	342	.336409	.006469	.007476
403	Spa Studio	684	.672800	.012938	.014951

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
405	Spa Studio	684	.672800	.012938	.014951
407	Studio	342	.336409	.006469	.007476
408	Studio	342	.336409	.006469	.007476
409	Studio	342	.336409	.006469	.007476
410	Studio	342	.336409	.006469	.007476
411	Studio	342	.336409	.006469	.007476
412	Studio	342	.336409	.006469	.007476
413	Studio	342	.336409	.006469	.007476
414	Studio	342	.336409	.006469	.007476
415	Studio	342	.336409	.006469	.007476
416	Studio	342	.336409	.006469	.007476
417	Studio	342	.336409	.006469	.007476
418	Studio	342	.336409	.006469	.007476
419	Studio	342	.336409	.006469	.007476
420	Studio	342	.336409	.006469	.007476
509	Studio	342	.336409	.006469	.007476
510	Studio	342	.336409	.006469	.007476
511	studio	342	.336409	.006469	.007476
512	Studio	342	.336409	.006469	.007476
101	Spa Suite	662.5	.651660	.012532	.014481
103	Spa Suite	662.5	.651660	.012532	.014481
105	Spa Suite	662.5	.651660	.012532	.014481
109	Spa Suite	662.5	.651660	.012532	.014481
116	Spa Suite	662.5	.651660	.012532	.014481
201/ 203	1 Bedroom	684	.672815	.012939	.014951

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit & Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
204/ 206	1 Bedroom	684	.672815	.012939	.014951
205/ 207	1 Bedroom	684	.672815	.012939	.014951
208/ 210	1 Bedroom	684	.672815	.012939	.014951
209/ 211	1 Bedroom	684	.672815	.012939	.014951
212/ 214	1 Bedroom	684	.672815	.012939	.014951
215/ 217	1 Bedroom	684	.672815	.012939	.014951
216/ 218	1 Bedroom	684	.672815	.012939	.014951
501/ 503	1 Bedroom	684	.672815	.012939	.014951
502/ 504	1 Bedroom	684	.672815	.012939	.014951
505/ 507	1 Bedroom	684	.672815	.012939	.014951
506/ 508	1 Bedroom	684	.672815	.012939	.014951
513/ 515	1 Bedroom	684	.672815	.012939	.014951
514/ 516	1 Bedroom	684	.672815	.012939	.014951
517/ 519	1 Bedroom	684	.672815	.012939	.014951
518/ 520	1 Bedroom	684	.672815	.012939	.014951
521/ 523	1 Bedroom	684	.672815	.012939	.014951
522/ 524	1 Bedroom	684	.672815	.012939	.014951

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit & Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
601/ 603	1 Bedroom	684	.672815	.012939	.014951
605/ 607	1 Bedroom	684	.672815	.012939	.014951
606	Studio	342	.336409	.006469	.007476
608	Studio	342	.336409	.006469	.007476
609	Executive Studio	422	.415100	.007983	.009224
610	Studio	342	.336409	.006469	.007476
611	Executive Studio	422	.415100	.007983	.009224
612	Studio	342	.336409	.006469	.007476
613/ 615	1 Bedroom	684	.672815	.012939	.014951
614/ 616	1 Bedroom	684	.672815	.012939	.014951
617/ 619	1 Bedroom	684	.672815	.012939	.014951
618/ 620	1 Bedroom	684	.672815	.012939	.014951
621/ 623	1 Bedroom	684	.672815	.012939	.014951
622/ 624	1 Bedroom	684	.672815	.012939	.014951
L1(A)	1 Bedroom	884	.869550	.016722	.019323
L2(A)	1 Bedroom	884	.869550	.016722	.019323
L3(A)	1 Bedroom	884	.869550	.016722	.019323
L4(A)	1 Bedroom	884	.869550	.016722	.019323
L1(B)	Studio	408	.401325	.007718	.008918
L2(B)	Studio	408	.401325	.007718	.008918
L3(B)	Studio	408	.401325	.007718	.008918

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
L4 (B)	Studio	408	.401325	.007718	.008918
L5 (A)	1 Bedroom	849	.835113	.016060	.018558
L6 (A)	1 Bedroom	849	.835113	.016060	.018558
L7 (A)	1 Bedroom	849	.835113	.016060	.018558
L8 (A)	1 Bedroom	849	.835113	.016060	.018558
L5 (B)	1 Bedroom	496	.487880	.009382	.010842
L6 (B)	1 Bedroom	496	.487880	.009382	.010842
L7 (B)	1 Bedroom	496	.487880	.009382	.010842
L8 (B)	1 Bedroom	496	.487880	.009382	.010842
L9 (A)	1 Bedroom	849	.835113	.016060	.018558
L10 (A)	1 Bedroom	849	.835113	.016060	.018558
L11 (A)	1 Bedroom	849	.835113	.016060	.018558
L12 (A)	1 Bedroom	849	.835113	.016060	.018558
L9 (B)	1 Bedroom	496	.487880	.009382	.010842
L10 (B)	1 Bedroom	496	.487880	.009382	.010842
L11 (B)	1 Bedroom	496	.487880	.009382	.010842
L12 (B)	1 Bedroom	496	.487880	.009382	.010842
L13	2 Bedroom	1,080	1.062333	.020429	.023607
L14A	2 Bedroom	1,080	1.062333	.020429	.023607
L14B	2 Bedroom	1,080	1.062333	.020429	.023607
L15A	2 Bedroom	1,080	1.062333	.020429	.023607
L15B	2 Bedroom	1,080	1.062333	.020429	.023607

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
L16	2 Bedroom	1,080	1.062333	.020429	.023607
TOTAL FOR ALL					
INTERESTS	101,662.50	99.999923	99.998496	99.998730	
			(52)	(45)	
			(shares/unit)	(shares/unit)	

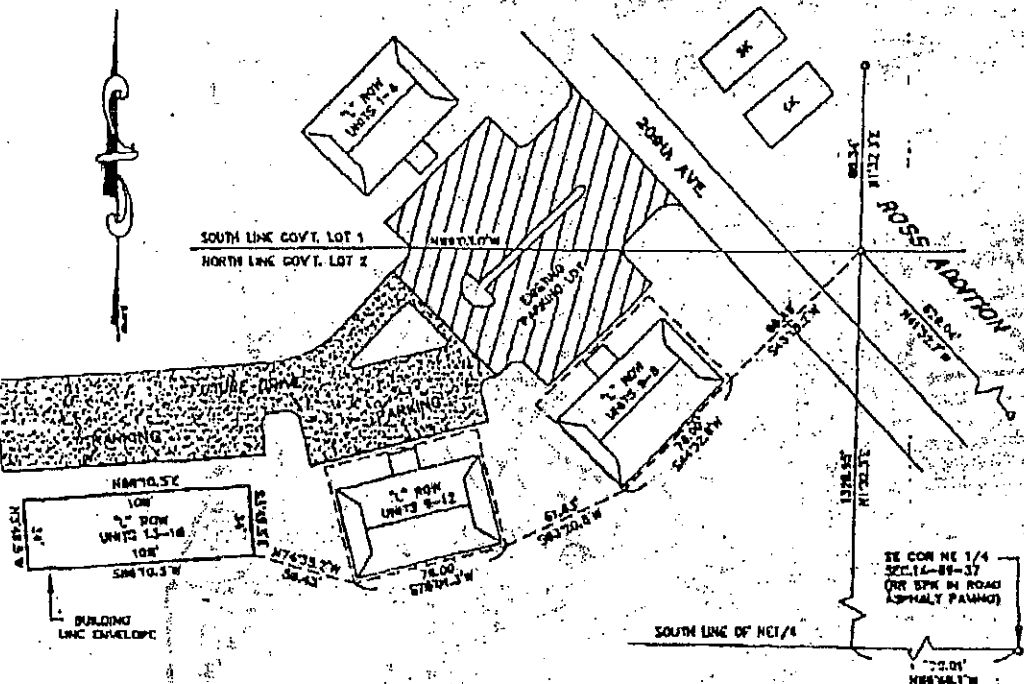
The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, and XVIII consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

EXHIBIT A-2

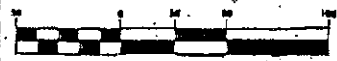
1/4" ROW UNITS 13-18

A TWO STORY WOOD FRAME STRUCTURE IN GOVERNMENT LOT 2 IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 89 NORTH, RANGE 37 WEST OF THE 5th P.M., DICKINSON COUNTY, IOWA. THE RECTANGULAR BUILDING LINE ENVELOPE OF SAID STRUCTURE MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 86°45' WEST 600.01 FEET ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 137°1' EAST 1378.83 FEET TO THE NORTHERLY LINE OF SAID GOVERNMENT LOT 2; THENCE SOUTH 15°14'2" WEST 88.18 FEET; THENCE SOUTH 44°12'8" WEST 74.00 FEET; THENCE SOUTH 83°20'8" WEST 81.83 FEET; THENCE SOUTH 78°01'3" WEST 78.00 FEET; THENCE NORTH 74°35'2" WEST 50.43 FEET TO THE POINT OF BEGINNING OF THE BUILDING LINE ENVELOPE; THENCE SOUTH 86°45' WEST 108 FEET; THENCE NORTH 3°48'3" WEST 34 FEET; THENCE NORTH 84°10'3" EAST 108 FEET; THENCE SOUTH 34°48'3" EAST 34 FEET TO THE POINT OF BEGINNING OF THE BUILDING LINE ENVELOPE.

OWNER: IOWA RESORTS HOLDINGS, L.L.C.



GRAPHIC SCALE



LEGEND

□ FOUND 5/8" YELLOW CAPPED REDAR LSJ9017
UNLESS OTHERWISE NOTED

Drawn	Checked By	CLIENT:	I hereby certify that the data, maps, survey or report was made by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa. _____ Robert V. Sanderson, L.S. License renewal date 12/31/99
Date 8/1/00	By RVB	IOWA RESORTS HOLDINGS, L.L.C.	
Survey Notes	Project No.	P.O. BOX 801	
Sheet	Page	OKOBOJA, IOWA	

Exhibit "A-2"

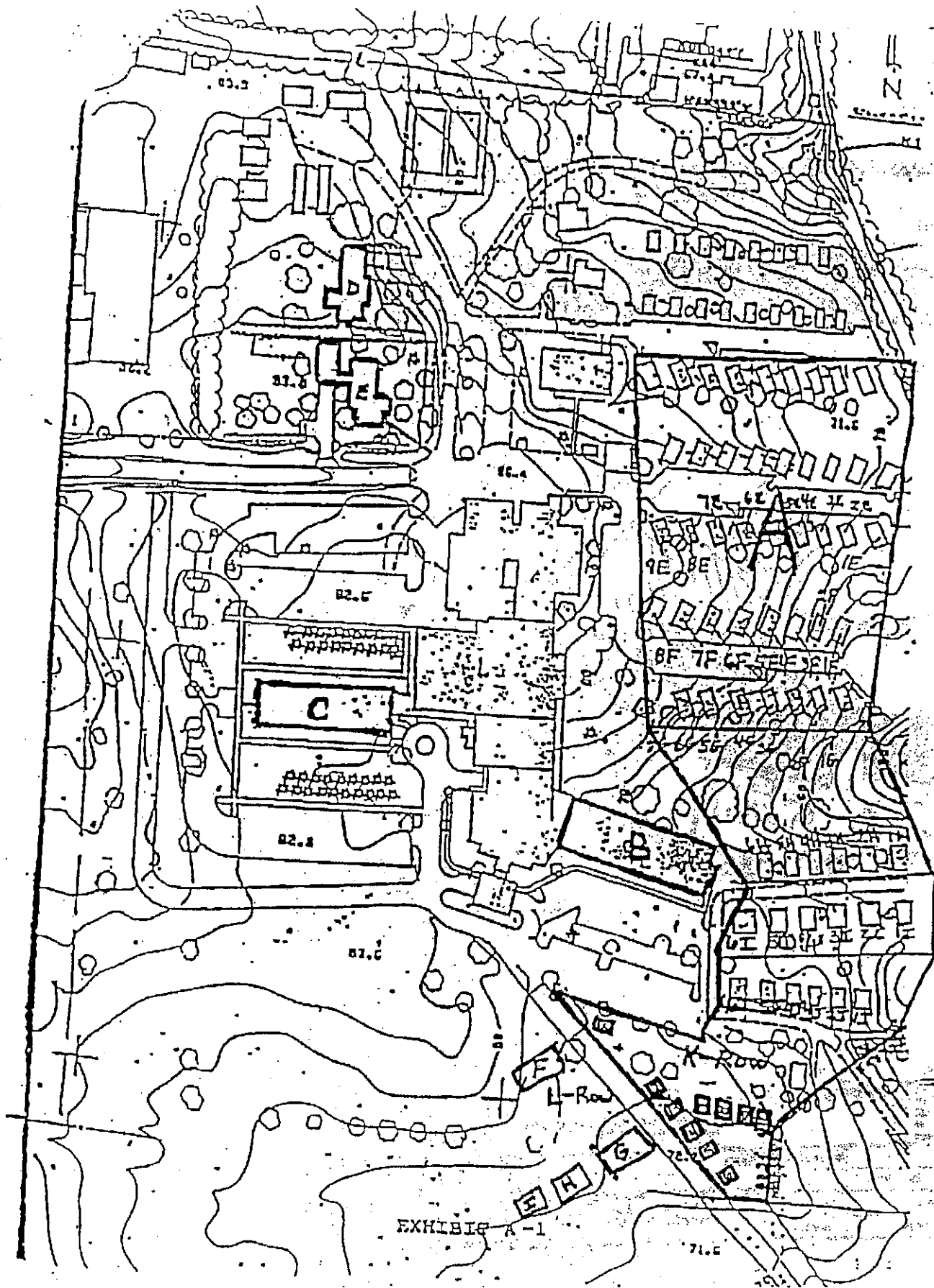
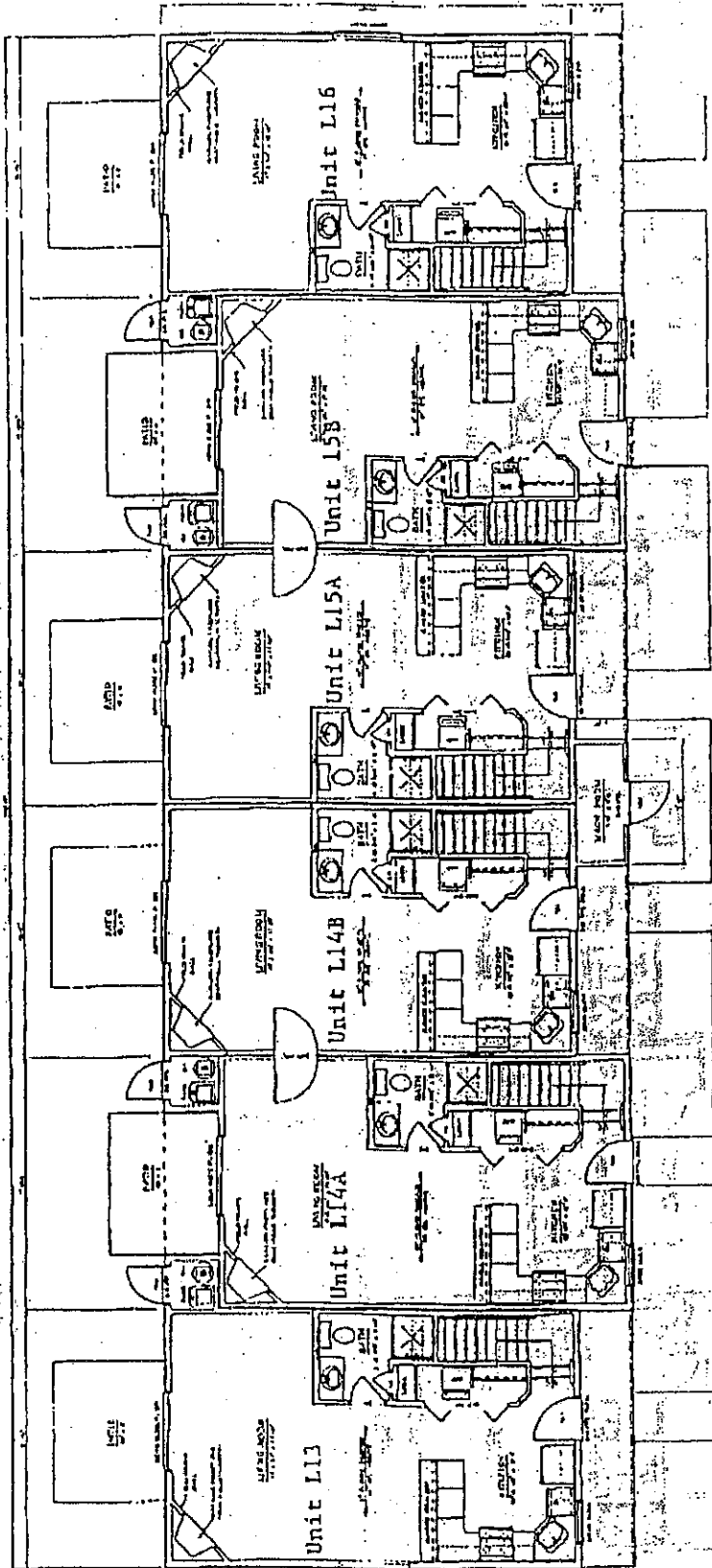


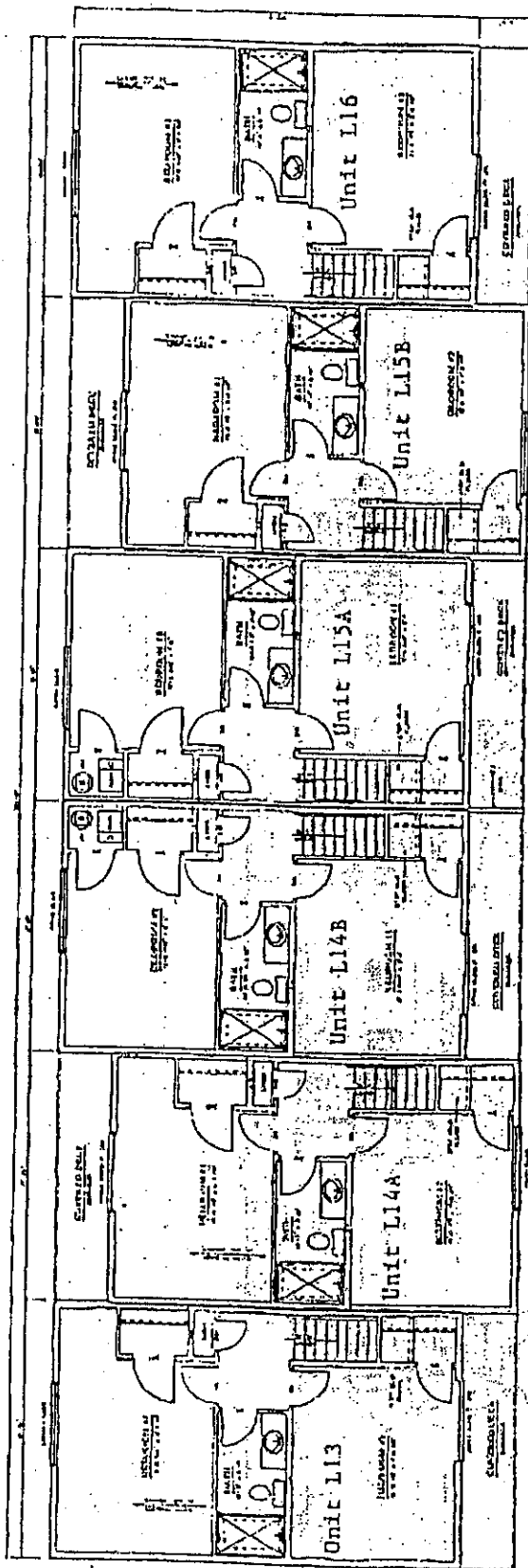
Exhibit A-1



 CITATION HOMES 90 Draper AF Springfield, IL 61103	Main Level	540 @ unit	Square Feet	UNIT NUMBER
				PLAN NUMBER
				5501
Village West 6 Plex		THESE PLANS ARE COPYRIGHTED, AND ARE THE PROPERTY OF CITATION HOMES, INC.		

Exhibit A-15

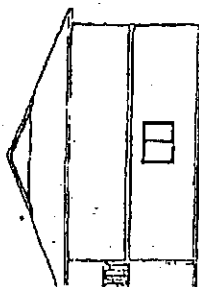
Aug 03:00 08:50a



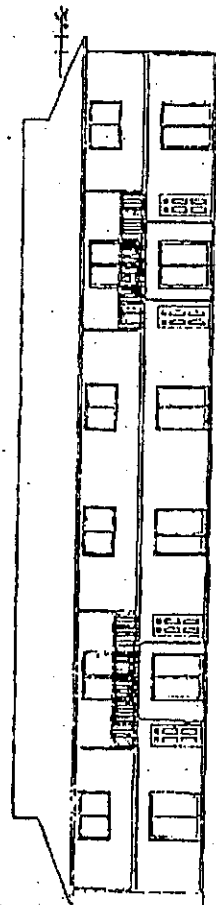
CITATION HOMES, INC.
 10000 W. 10th Ave.
 Suite 100
 Minneapolis, MN 55426

 CITATION HOMES	Second Level	540 @ unit	Square Feet	CHUBBIE
	Joe's Home Improvement	THESE PLANS ARE COPYRIGHTED, AND ARE THE PROPERTY OF CITATION HOMES, INC.		

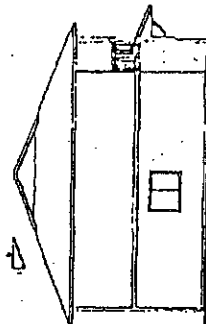
THESE PLANS ARE COPYRIGHTED, AND ARE THE PROPERTY OF CITATION HOMES, INC.



FRONT ELEVATION
Scale 1/4" = 1'-0"

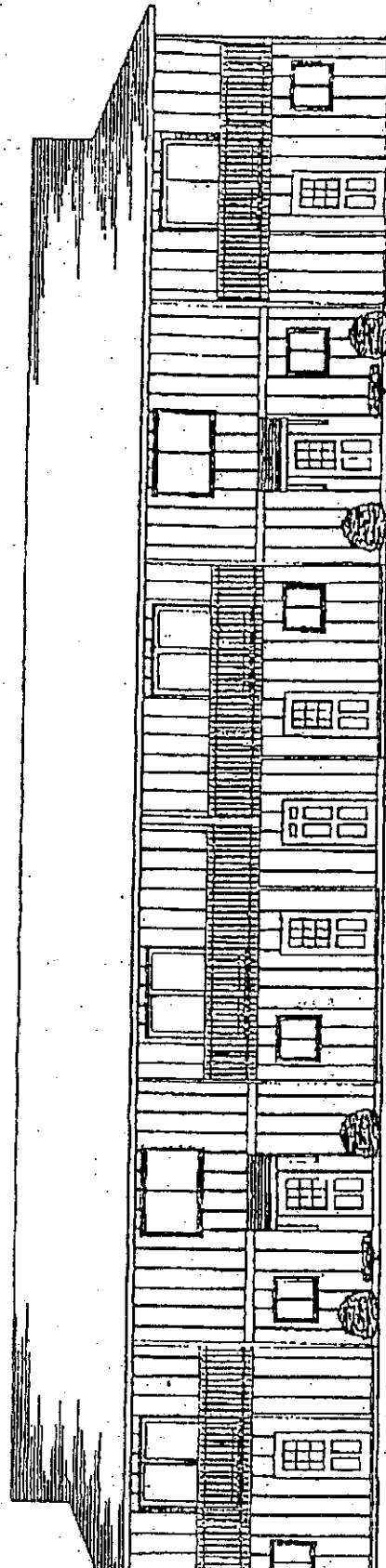


SIDE ELEVATION
Scale 1/4" = 1'-0"

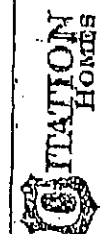


REAR ELEVATION
Scale 1/4" = 1'-0"

GENERAL NOTES:
1. All work to be in accordance with the latest edition of the Building Code of the City of Atlanta, Georgia.
2. All materials to be of the best quality and of the kind specified.



FRONT ELEVATION
Scale 1/4" = 1'-0"



PO Drawer AF
Spartanburg, S.C. 29161

Joe's Home Improvement

Village West 6 Plex

C NUMBER

PLANNING

5501

THESE PLANS ARE COPYRIGHTED, AND ARE
THE PROPERTY OF CITATION HOMES, INC.

Exhibit A-9C

EXHIBIT "B"

LIMITED COMMON ELEMENTS

The limited common elements for Units L13 and L16, are areas of outside patios and the entrance deck areas.

NINETEENTH AMENDMENT
TO DECLARATION OF TIME-SHARE PROGRAM
FOR SUNRISE COVE

01 JUN-9 AM 11:50

JAN. 20, 1991

JAN. 20, 1991
DICKINSON COUNTY, IOWA

IOWA RESORT HOLDINGS, L.C., an Iowa limited liability company, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Nineteenth Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, a Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office, a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office, a Eleventh Amendment dated January 24, 1995, and filed January 26, 1995 at Misc Record 8, Page 9, Dickinson County Recorder's Office, a Twelfth Amendment dated October 17, 1995, and filed October 18, 1995 at Misc Record 8, Page 645, Dickinson County Recorder's Office, and re-recorded to correct an error in square footage on January 8, 1996, at Misc Record 8, Page 815, Dickinson County Recorder's Office, a Thirteenth Amendment dated June 10, 1997, and filed June 12, 1997 at Book 10, page 499, Dickinson County Recorder's Office, a Fourteenth Amendment dated July 22, 1998, and filed July 24, 1998 at Book 12, page 361, Dickinson County Recorder's Office a Fifteenth Amendment dated October 31, 1998, and filed November 17, 1998 at Book 12, page 795, Dickinson County Recorder's Office, a Sixteenth Amendment dated February 17, 1999 and filed March 11, 1999 at Book 13, page 01, Dickinson County Recorder's office, a

Sixteenth Amendment (Restated) dated April 28, 1999 and filed May 3, 1999 at Book 13, page 163, Dickinson County Recorder's office, a Seventeenth Amendment dated July 26, 2000 and filed August 3, 2000 at Book 15, page 27, Dickinson County Recorder's Office and a Eighteenth Amendment dated August 3, 2000 and filed August 4, 2000, at Book 15, Page 225, Dickinson County Recorder's Office. This Nineteenth Amendment is being made pursuant to Article XXI. This Nineteenth Amendment modifies the submitted property as fully set out in Exhibit "A".

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase XIX;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase XIX, the definitions of "Day", Section II(10), and "Unit Week", Section II(31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Friday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Friday.

B. Unit Week #1 is the seven (7) days commencing on the first Saturday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Saturday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

III. The Limited Common Elements for the Phase XIX units are identified on Exhibit "B."

This Nineteenth Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, Sixteenth Amendment, Sixteenth Amendment Restated, Seventeenth Amendment, or Eighteenth Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

IN WITNESS WHEREOF, Iowa Resort Holdings, L.C., an Iowa limited liability company, has signed its name by its proper officer, this 31st day of May, 2001.

IOWA RESORT HOLDINGS, L.C.

BY: Mike Hoepfner
Mike Hoepfner, Manager

State of Iowa, Dickinson County, ss.

On this 3/1st day of May, 2001, before me, a Notary Public in and for the said State, personally appeared Mike Hoepfner, to me personally known, who being by me duly sworn did say that that person is Manager of Iowa Resort Holdings, L.C., that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members, and the said Mike Hoepfner acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Denise Kelly

Notary Public in and for said State

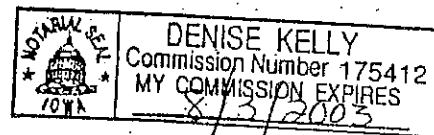


EXHIBIT "A"
PROPERTY INFORMATION

Phase XIX of Sunrise Cove consists of one new two story building of 'Boji Suites, having six (6) two bedroom units, to be built at Village West Resort on West Lake Okoboji, Dickinson County, Iowa,

All units will be located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area J shows the general location of the building to be constructed and identified below is the exact location of Units L17, L18A, L18B, L19A, L19B, and L20 in the building which is being submitted at this time. The legal description of the buildings are set out on Exhibit A-2.

Six (6) two bedroom units are being added. These six (6) units will be located in Area J, shown on Exhibit A-1. Units L17, L18A, L18B, L19A, L19B, and L20 are two story units. Exhibit A-15 also identifies the type of floor plan to be used in these units. The building elevation for the buildings is shown on Exhibit A-9C attached to this Amendment. A general location description of the units are as follows:

Unit L17 is a two bedroom two story suite located in the second building West of 209 Ave. on the north side of the access road, as part of 'Boji Suites, first unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L18A is a two bedroom two story suite located in the second building West of 209 Ave. on the north side of the access road, as part of 'Boji Suites, first unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L18B is a two bedroom two story suite located in the second building West of 209 Ave. on the north side of the access road, as part of 'Boji Suites, first unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L19A is a two bedroom two story suite located in the second building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, first unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L19B is a two bedroom two story suite located in the second building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, first unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L20 is a two bedroom two story suite located in the second building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, first unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

The 'Boji Suites contain similar furnishings to those included in the original Declaration.

The one hundred forty-four (150) units now submitted under Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX have the following square footage and at this time have the proportionate interest in the Common Elements set forth below dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
	Mansion	1,612	1.490600	.028665	.033124
	Rustic Cabin	2,008	1.856800	.035708	.041262
1E	Townhouse	855	.790623	.015204	.017569
2E	Townhouse	855	.790623	.015204	.017569
3E	Townhouse	855	.790623	.015204	.017569

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
4E	Townhouse	855	.790623	.015204	.017569
5E	Townhouse	855	.790623	.015204	.017569
6E	Townhouse	855	.790623	.015204	.017569
7E	Townhouse	855	.790623	.015204	.017569
8E	Townhouse	855	.790623	.015204	.017569
9E	Townhouse	855	.790623	.015204	.017569
1F	Townhouse	855	.790623	.015204	.017569
2F	Townhouse	855	.790623	.015204	.017569
3F	Townhouse	855	.790623	.015204	.017569
4F	Townhouse	855	.790623	.015204	.017569
5F	Townhouse	855	.790623	.015204	.017569
6F	Townhouse	855	.790623	.015204	.017569
7F	Townhouse	855	.790623	.015204	.017569
8F	Townhouse	855	.790623	.015204	.017569
1G	Townhouse	855	.790623	.015204	.017569
2G	Townhouse	855	.790623	.015204	.017569
3G	Townhouse	855	.790623	.015204	.017569
4G	Townhouse	855	.790623	.015204	.017569
5G	Townhouse	855	.790623	.015204	.017569
6G	Townhouse	855	.790623	.015204	.017569
7G	Townhouse	855	.790623	.015204	.017569
1H	Townhouse	855	.790623	.015204	.017569
2H	Townhouse	855	.790623	.015204	.017569
3H	Townhouse	855	.790623	.015204	.017569
4H	Townhouse	855	.790623	.015204	.017569

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
5H	Townhouse	855	.790623	.015204	.017569
6H	Townhouse	855	.790623	.015204	.017569
1I	Townhouse	855	.790623	.015204	.017569
2I	Townhouse	855	.790623	.015204	.017569
3I	Townhouse	855	.790623	.015204	.017569
4I	Townhouse	855	.790623	.015204	.017569
5I	Townhouse	855	.790623	.015204	.017569
6I	Townhouse	855	.790623	.015204	.017569
1J	Townhouse	855	.790623	.015204	.017569
2J	Townhouse	855	.790623	.015204	.017569
3J	Townhouse	855	.790623	.015204	.017569
4J	Townhouse	855	.790623	.015204	.017569
5J	Townhouse	855	.790623	.015204	.017569
6J	Townhouse	855	.790623	.015204	.017569
1K	Townhouse	855	.790623	.015204	.017569
2K	Townhouse	855	.790623	.015204	.017569
3K	Townhouse	855	.790623	.015204	.017569
4K	Townhouse	855	.790623	.015204	.017569
5K	Townhouse	855	.790623	.015204	.017569
6K	Townhouse	855	.790623	.015204	.017569
7K	Townhouse	855	.790623	.015204	.017569
8K	Townhouse	855	.790623	.015204	.017569
9K	Townhouse	855	.790623	.015204	.017569
10K	Townhouse	855	.790623	.015204	.017569
401	Studio	342	.316248	.006082	.007028
403	Spa Studio	684	.632500	.012163	.014056

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
405	Spa Studio	684	.632500	.012163	.014056
407	Studio	342	.316248	.006082	.007028
408	Studio	342	.316248	.006082	.007028
409	Studio	342	.316248	.006082	.007028
410	Studio	342	.316248	.006082	.007028
411	Studio	342	.316248	.006082	.007028
412	Studio	342	.316248	.006082	.007028
413	Studio	342	.316248	.006082	.007028
414	Studio	342	.316248	.006082	.007028
415	Studio	342	.316248	.006082	.007028
416	Studio	342	.316248	.006082	.007028
417	Studio	342	.316248	.006082	.007028
418	Studio	342	.316248	.006082	.007028
419	Studio	342	.316248	.006082	.007028
420	Studio	342	.316248	.006082	.007028
509	Studio	342	.316248	.006082	.007028
510	Studio	342	.316248	.006082	.007028
511	Studio	342	.316248	.006082	.007028
512	Studio	342	.316248	.006082	.007028
101	Spa Suite	662.5	.612620	.011781	.013614
103	Spa Suite	662.5	.612620	.011781	.013614
105	Spa Suite	662.5	.612620	.011781	.013614
109	Spa Suite	662.5	.612620	.011781	.013614
116	Spa Suite	662.5	.612620	.011781	.013614
201/ 203	1 Bedroom	684	.632500	.012163	.014056

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
204/ 206	1 Bedroom	684	.632500	.012163	.014056
205/ 207	1 Bedroom	684	.632500	.012163	.014056
208/ 210	1 Bedroom	684	.632500	.012163	.014056
209/ 211	1 Bedroom	684	.632500	.012163	.014056
212/ 214	1 Bedroom	684	.632500	.012163	.014056
215/ 217	1 Bedroom	684	.632500	.012163	.014056
216/ 218	1 Bedroom	684	.632500	.012163	.014056
501/ 503	1 Bedroom	684	.632500	.012163	.014056
502/ 504	1 Bedroom	684	.632500	.012163	.014056
505/ 507	1 Bedroom	684	.632500	.012163	.014056
506/ 508	1 Bedroom	684	.632500	.012163	.014056
513/ 515	1 Bedroom	684	.632500	.012163	.014056
514/ 516	1 Bedroom	684	.632500	.012163	.014056
517/ 519	1 Bedroom	684	.632500	.012163	.014056
518/ 520	1 Bedroom	684	.632500	.012163	.014056
521/ 523	1 Bedroom	684	.632500	.012163	.014056
522/ 524	1 Bedroom	684	.632500	.012163	.014056

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
601/ 603	1 Bedroom	684	.632500	.012163	.014056
605/ 607	1 Bedroom	684	.632500	.012163	.014056
606	Studio	342	.316248	.006082	.007028
608	Studio	342	.316248	.006082	.007028
609	Executive Studio	422	.390250	.007505	.008672
610	Studio	342	.316248	.006082	.007028
611	Executive Studio	422	.390250	.007505	.008672
612	Studio	342	.316248	.006082	.007028
613/ 615	1 Bedroom	684	.632500	.012163	.014056
614/ 616	1 Bedroom	684	.632500	.012163	.014056
617/ 619	1 Bedroom	684	.632500	.012163	.014056
618/ 620	1 Bedroom	684	.632500	.012163	.014056
621/ 623	1 Bedroom	684	.632500	.012163	.014056
622/ 624	1 Bedroom	684	.632500	.012163	.014056
L1(A)	1 Bedroom	884	.817450	.015720	.018166
L2(A)	1 Bedroom	884	.817450	.015720	.018166
L3(A)	1 Bedroom	884	.817450	.015720	.018166
L4(A)	1 Bedroom	884	.817450	.015720	.018166
L1(B)	Studio	408	.377275	.007255	.008384
L2(B)	Studio	408	.377275	.007255	.008384
L3(B)	Studio	408	.377275	.007255	.008384

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
L4(B)	Studio	408	.377275	.007255	.008384
L5(A)	1 Bedroom	849	.785075	.015098	.017446
L6(A)	1 Bedroom	849	.785075	.015098	.017446
L7(A)	1 Bedroom	849	.785075	.015098	.017446
L8(A)	1 Bedroom	849	.785075	.015098	.017446
L5(B)	1 Bedroom	496	.458650	.008820	.010192
L6(B)	1 Bedroom	496	.458650	.008820	.010192
L7(B)	1 Bedroom	496	.458650	.008820	.010192
L8(B)	1 Bedroom	496	.458650	.008820	.010192
L9(A)	1 Bedroom	849	.785075	.015098	.017446
L10(A)	1 Bedroom	849	.785075	.015098	.017446
L11(A)	1 Bedroom	849	.785075	.015098	.017446
L12(A)	1 Bedroom	849	.785075	.015098	.017446
L9(B)	1 Bedroom	496	.458650	.008820	.010192
L10(B)	1 Bedroom	496	.458650	.008820	.010192
L11(B)	1 Bedroom	496	.458650	.008820	.010192
L12(B)	1 Bedroom	496	.458650	.008820	.010192
L13	2 Bedroom	1,080	.998683	.019205	.022193
L14A	2 Bedroom	1,080	.998683	.019205	.022193
L14B	2 Bedroom	1,080	.998683	.019205	.022193
L15A	2 Bedroom	1,080	.998683	.019205	.022193
L15B	2 Bedroom	1,080	.998683	.019205	.022193

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
L16	2 Bedroom	1,080	.998683	.019205	.022193
L17	2 Bedroom	1,080	.998683	.019205	.022193
L18A	2 Bedroom	1,080	.998683	.019205	.022193
L18B	2 Bedroom	1,080	.998683	.019205	.022193
L19A	2 Bedroom	1,080	.998683	.019205	.022193
L19B	2 Bedroom	1,080	.998683	.019205	.022193
L20	2 Bedroom	1,080	.998683	.019205	.022193

TOTAL FOR ALL

INTERESTS	108,142.50	99.999996	99.998600	99.999900
			(52)	(45)
			(shares/unit)	(shares/unit)

The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, and XIX consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

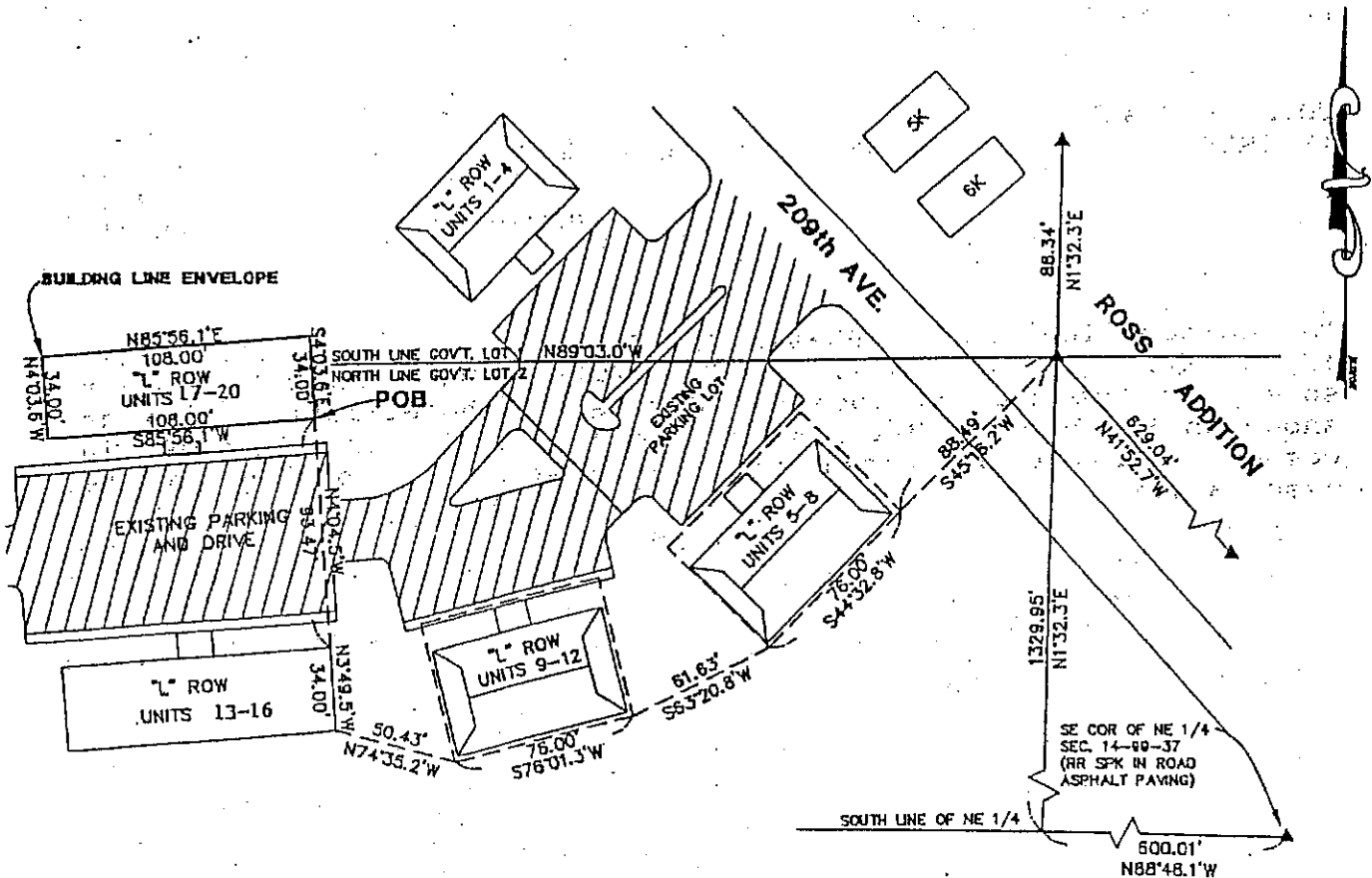
EXHIBIT A-2

L" ROW UNITS 17-20

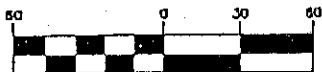
A TWO STORY WOOD FRAME STRUCTURE IN GOVERNMENT LOTS 1 AND 2 IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 99 NORTH, RANGE 37 WEST OF THE 5th P.M., DICKINSON COUNTY, IOWA, THE RECTANGULAR BUILDING LINE ENVELOPE OF SAID STRUCTURE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 88°48.1' WEST 600.01 FEET ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 1°32.3' EAST 1329.95 FEET TO THE NORTHERLY LINE OF SAID GOVERNMENT LOT 2; THENCE SOUTH 45°16.2' WEST 88.34 FEET; THENCE SOUTH 44°32.8' WEST 76.00 FEET; THENCE SOUTH 63°20.8' WEST 61.83 FEET; THENCE SOUTH 76°01.3' WEST 76.00 FEET; THENCE NORTH 74°35.2' WEST 50.43 FEET; THENCE NORTH 3°49.5' WEST 34.00 FEET; THENCE NORTH 4°04.5' WEST 93.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85°56.1' WEST 108.00 FEET; THENCE NORTH 4°03.8' WEST 34.00 FEET; THENCE NORTH 85°56.1' EAST 108.00 FEET; THENCE SOUTH 4°03.8' EAST 34.00 FEET TO THE POINT OF BEGINNING.

OWNER: IOWA RESORTS HOLDINGS, L.L.C.



GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

LEGEND

- ▲ FOUND 5/8" YELLOW CAPPED REBAR LS #9017 (UNLESS OTHERWISE NOTED)

Exhibit
"A-2"

\\E98091\POS\98091-C.DWG

Drawn		Checked By	CLIENT:	I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. Signed _____ Date _____
Date 5-21-01	By CLH	RVB	IOWA RESORTS HOLDINGS, L.L.C.	

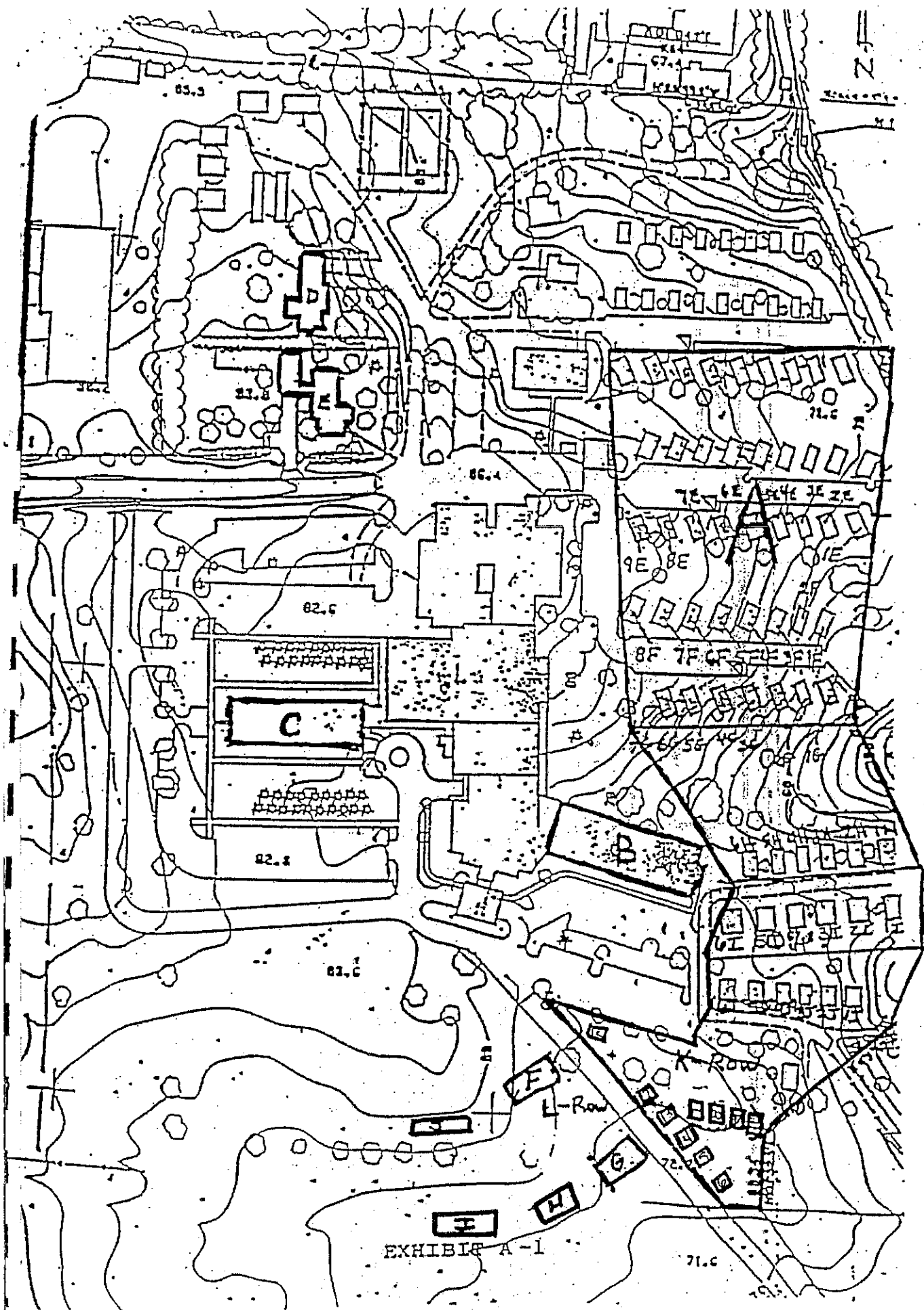
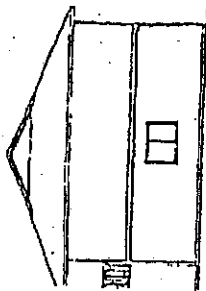
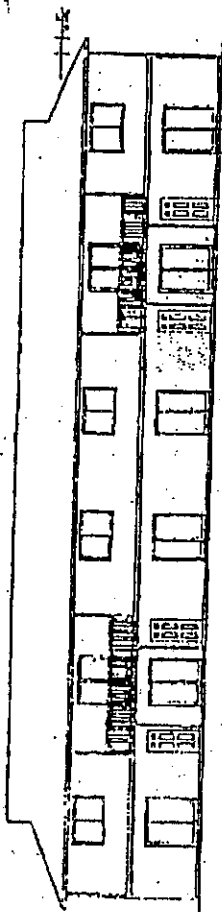


EXHIBIT A-1

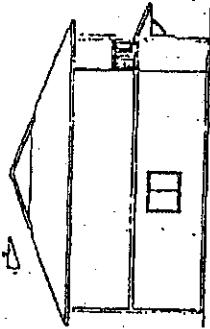
Exhibit A-1



FRONT ELEVATION
SCALE 1/8" = 1'-0"

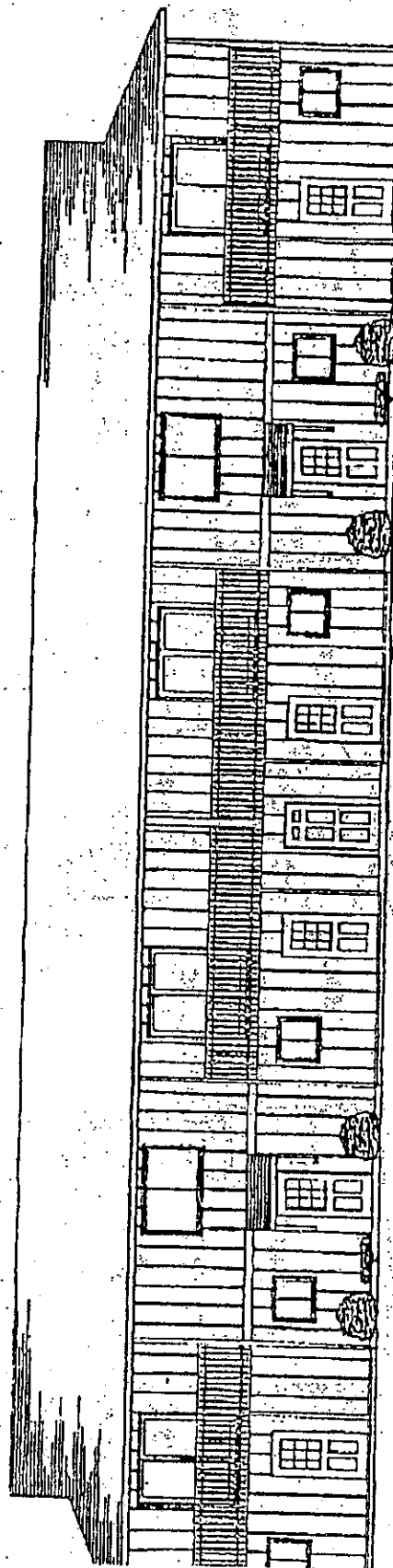


SIDE ELEVATION
SCALE 1/8" = 1'-0"



REAR ELEVATION
SCALE 1/8" = 1'-0"

CITATION HOMES, INC.
6000 West 10th Avenue
Suite 100
Denver, CO 80202
303.751.1111



FRONT ELEVATION
SCALE 1/8" = 1'-0"

CITATION HOMES PO Drawer AF Springfield, IA 51366	Joe's Home Improvement Village West 6 Plax	C NUMBER	
		PLAN NUMBER	5501

THESE PLANS ARE COPYRIGHTED, AND ARE
THE PROPERTY OF CITATION HOMES, INC.

Exhibit A-9C

EXHIBIT "B"

LIMITED COMMON ELEMENTS

The limited common elements for Units L17 and L20, are areas of outside patios and the entrance deck areas.

INSTR. NO. 16483

EX. 17 PAGE 447

TWENTIETH AMENDMENT
TO DECLARATION OF TIME-SHARE PROGRAM
FOR SUNRISE COVE

JAN 20 1999

DICKINSON COUNTY, IOWA
9100

IOWA RESORT HOLDINGS, L.C., an Iowa limited liability company, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Twentieth Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, a Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office, a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office, a Eleventh Amendment dated January 24, 1995, and filed January 26, 1995 at Misc Record 8, Page 9, Dickinson County Recorder's Office, a Twelfth Amendment dated October 17, 1995, and filed October 18, 1995 at Misc Record 8, Page 645, Dickinson County Recorder's Office, and re-recorded to correct an error in square footage on January 8, 1996, at Misc Record 8, Page 815, Dickinson County Recorder's Office, a Thirteenth Amendment dated June 10, 1997, and filed June 12, 1997 at Book 10, page 499, Dickinson County Recorder's Office, a Fourteenth Amendment dated July 22, 1998, and filed July 24, 1998 at Book 12, page 361, Dickinson County Recorder's Office a Fifteenth Amendment dated October 31, 1998, and filed November 17, 1998 at Book 12, page 795, Dickinson County Recorder's

Office, a Sixteenth Amendment dated February 17, 1999 and filed March 11, 1999 at Book 13, page 01, Dickinson County Recorder's office, a Sixteenth Amendment (Restated) dated April 28, 1999 and filed May 3, 1999 at Book 13, page 163, Dickinson County Recorder's office, a Seventeenth Amendment dated July 26, 2000 and filed August 3, 2000 at Book 15, page 27, Dickinson County Recorder's Office, a Eighteenth Amendment dated August 3, 2000 and filed August 4, 2000, at Book 15, Page 225, Dickinson County Recorder's Office, and a Nineteenth Amendment dated May 31, 2001, and filed June 4, 2001, at Book 16, Page 763, Dickinson County Recorder's Office. This Twentieth Amendment is being made pursuant to Article XXI. This Twentieth Amendment modifies the submitted property as fully set out in Exhibit "A".

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase XIX;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the

property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase XX, the definitions of "Day", Section II(10), and "Unit Week", Section II(31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Friday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Friday.

B. Unit Week #1 is the seven (7) days commencing on the first Saturday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Saturday of the Unit Week purchased.

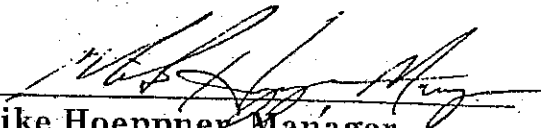
All other terms of these definitions remain the same unless contrary to these amendments.

III. The Limited Common Elements for the Phase XX units are identified on Exhibit "B."

This Twentieth Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, Sixteenth Amendment, Sixteenth Amendment Restated, Seventeenth Amendment, or Eighteenth Amendment. This Twentieth Amendment is being filed to replace and correct the Nineteenth Amendment. The units shown on the Nineteenth Amendment were never released. as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

IN WITNESS WHEREOF, Iowa Resort Holdings, L.C., an Iowa limited liability company, has signed its name by its proper officer, this 21 day of September, 2001.

IOWA RESORT HOLDINGS, L.C.

BY: 
Mike Hoeppner, Manager

State of Iowa, Dickinson County, ss.

On this 21st day of September 2001, before me, a Notary Public in and for the said State, personally appeared Mike Hoeppner, to me personally known, who being by me duly sworn did say that that person is Manager of Iowa Resort Holdings, L.C., that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members, and the said Mike Hoeppner acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Denise Kelly
Notary Public in and for said State

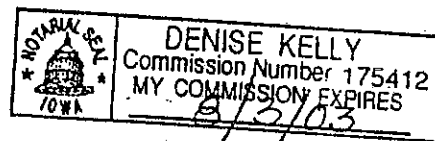


EXHIBIT "A"
PROPERTY INFORMATION

Phase XX of Sunrise Cove consists of one new two story building of 'Boji Suites, having eight (8) one bedroom units and two (2) two bedroom units, to be built at Village West Resort on West Lake Okoboji, Dickinson County, Iowa,

All units will be located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area J shows the general location of the building to be constructed and identified below is the exact location of Units L17A, L 17B, L18A, L18B, L19A, L19B, L20A, L20B, L21A, and L21B in the building which is being submitted at this time. The legal description of the buildings are set out on Exhibit A-2.

Eight (8) one bedroom units and two (2) two bedroom units are being added. The eight (8) one bedroom units and two (2) two bedroom units will be located in Area J, shown on Exhibit A-1. Units L17A, L17B, L18A, L18B, L20A, L20B, L21A, and L21B are one story units. Units L19A and L19B are two story units. Exhibit A-15 also identifies the type of floor plan to be used in these units. The building elevation for the buildings is shown on Exhibit A-9C attached to this Amendment. A general location description of the units are as follows:

Unit L17A is a one bedroom suite located in the second building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, first unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L17B is a one bedroom suite located in the second building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, second unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L18A is a one bedroom suite located in the second building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, sixth unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L18B is a one bedroom suite located in the second building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, fifth unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L19A is a two bedroom two story suite located in the second building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, third unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,116 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L19B is a two bedroom two story suite located in the second building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, fourth unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,116 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L20A is a one bedroom suite located in the second building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, sixth unit from the east side on the upper level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L20B is a one bedroom suite located in the second building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, five unit from the east side on the upper level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L21A is a one bedroom suite located in the second building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, first unit from the east side on the upper level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L21B is a one bedroom suite located in the second building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, second unit from the east side on the upper level. This unit will have a

kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

The 'Boji Suites contain similar furnishings to those included in the original Declaration.

The one hundred fifty-two (152) units now submitted under Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX have the following square footage and at this time have the proportionate interest in the Common Elements set forth below dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

Unit	Type	Square Footage	Entire Unit % Interest	Floating Time Time Share Estate	Fixed Time Time Share Estate
	Mansion.	1,612	1.475100	.028367	.032780
	Rustic Cabin	2,008	1.837600	.035338	.040836
1E	Townhouse	855	.782433	.015047	.017387
2E	Townhouse	855	.782433	.015047	.017387
3E	Townhouse	855	.782433	.015047	.017387
4E	Townhouse	855	.782433	.015047	.017387
5E	Townhouse	855	.782433	.015047	.017387
6E	Townhouse	855	.782433	.015047	.017387
7E	Townhouse	855	.782433	.015047	.017387
8E	Townhouse	855	.782433	.015047	.017387
9E	Townhouse	855	.782433	.015047	.017387
1F	Townhouse	855	.782433	.015047	.017387
2F	Townhouse	855	.782433	.015047	.017387
3F	Townhouse	855	.782433	.015047	.017387
4F	Townhouse	855	.782433	.015047	.017387
5F	Townhouse	855	.782433	.015047	.017387
6F	Townhouse	855	.782433	.015047	.017387
7F	Townhouse	855	.782433	.015047	.017387
8F	Townhouse	855	.782433	.015047	.017387

1G	Townhouse	855	.782433	.015047	.017387
2G	Townhouse	855	.782433	.015047	.017387
3G	Townhouse	855	.782433	.015047	.017387
4G	Townhouse	855	.782433	.015047	.017387
5G	Townhouse	855	.782433	.015047	.017387
6G	Townhouse	855	.782433	.015047	.017387
7G	Townhouse	855	.782433	.015047	.017387
1H	Townhouse	855	.782433	.015047	.017387
2H	Townhouse	855	.782433	.015047	.017387
3H	Townhouse	855	.782433	.015047	.017387
4H	Townhouse	855	.782433	.015047	.017387
5H	Townhouse	855	.782433	.015047	.017387
6H	Townhouse	855	.782433	.015047	.017387
1I	Townhouse	855	.782433	.015047	.017387
2I	Townhouse	855	.782433	.015047	.017387
3I	Townhouse	855	.782433	.015047	.017387
4I	Townhouse	855	.782433	.015047	.017387
5I	Townhouse	855	.782433	.015047	.017387
6I	Townhouse	855	.782433	.015047	.017387
1J	Townhouse	855	.782433	.015047	.017387
2J	Townhouse	855	.782433	.015047	.017387
3J	Townhouse	855	.782433	.015047	.017387
4J	Townhouse	855	.782433	.015047	.017387
5J	Townhouse	855	.782433	.015047	.017387
6J	Townhouse	855	.782433	.015047	.017387
1K	Townhouse	855	.782433	.015047	.017387
2K	Townhouse	855	.782433	.015047	.017387
3K	Townhouse	855	.782433	.015047	.017387
4K	Townhouse	855	.782433	.015047	.017387
5K	Townhouse	855	.782433	.015047	.017387
6K	Townhouse	855	.782433	.015047	.017387

7K	Townhouse	855	.782433	.015047	.017387
8K	Townhouse	855	.782433	.015047	.017387
9K	Townhouse	855	.782433	.015047	.017387
10K	Townhouse	855	.782433	.015047	.017387
401	Studio	342	.312974	.006019	.006955
403	Spa Studio	684	.625950	.012038	.013910
405	Spa Studio	684	.625950	.012038	.013910
407	Studio	342	.312974	.006019	.006955
408	Studio	342	.312974	.006019	.006955
409	Studio	342	.312974	.006019	.006955
410	Studio	342	.312974	.006019	.006955
411	Studio	342	.312974	.006019	.006955
412	Studio	342	.312974	.006019	.006955
413	Studio	342	.312974	.006019	.006955
414	Studio	342	.312974	.006019	.006955
415	Studio	342	.312974	.006019	.006955
416	Studio	342	.312974	.006019	.006955
417	Studio	342	.312974	.006019	.006955
418	Studio	342	.312974	.006019	.006955
419	Studio	342	.312974	.006019	.006955
420	Studio	342	.312974	.006019	.006955
509	Studio	342	.312974	.006019	.006955
510	Studio	342	.312974	.006019	.006955
511	Studio	342	.312974	.006019	.006955
512	Studio	342	.312974	.006019	.006955
101	Spa Suite	662.5	.606280	.011659	.013473
103	Spa Suite	662.5	.606280	.011659	.013473
105	Spa Suite	662.5	.606280	.011659	.013473
109	Spa Suite	662.5	.606280	.011659	.013473
116	Spa Suite	662.5	.606280	.011659	.013473
201/203	1 Bedroom	684	.625946	.012037	.013910

204/206	1 Bedroom	684	.625946	.012037	.013910
205/207	1 Bedroom	684	.625946	.012037	.013910
208/210	1 Bedroom	684	.625946	.012037	.013910
209/211	1 Bedroom	684	.625946	.012037	.013910
212/214	1 Bedroom	684	.625946	.012037	.013910
215/217	1 Bedroom	684	.625946	.012037	.013910
216/218	1 Bedroom	684	.625946	.012037	.013910
501/503	1 Bedroom	684	.625946	.012037	.013910
502/504	1 Bedroom	684	.625946	.012037	.013910
505/507	1 Bedroom	684	.625946	.012037	.013910
506/508	1 Bedroom	684	.625946	.012037	.013910
513/515	1 Bedroom	684	.625946	.012037	.013910
514/516	1 Bedroom	684	.625946	.012037	.013910
517/519	1 Bedroom	684	.625946	.012037	.013910
518/520	1 Bedroom	684	.625946	.012037	.013910
521/523	1 Bedroom	684	.625946	.012037	.013910
522/524	1 Bedroom	684	.625946	.012037	.013910
601/603	1 Bedroom	684	.625946	.012037	.013910
605/607	1 Bedroom	684	.625946	.012037	.013910
606	Studio	342	.312974	.006019	.006955
608	Studio	342	.312974	.006019	.006955
609	Executive Studio	422	.386200	.007427	.008582
610	Studio	342	.312974	.006019	.006955
611	Executive Studio	422	.386200	.007427	.008582
612	Studio	342	.312974	.006019	.006955
613/615	1 Bedroom	684	.6259460	.012037	.013910
614/616	1 Bedroom	684	.6259460	.012037	.013910
617/619	1 Bedroom	684	.6259460	.012037	.013910
618/620	1 Bedroom	684	.6259460	.012037	.013910
621/623	1 Bedroom	684	.6259460	.012037	.013910
622/624	1 Bedroom	684	.6259460	.012037	.013910

L1(A)	1 Bedroom	884	.808975	.015557	.017977
L2(A)	1 Bedroom	884	.808975	.015557	.017977
L3(A)	1 Bedroom	884	.808975	.015557	.017977
L4(A)	1 Bedroom	884	.808975	.015557	.017977
L1(B)	Studio	408	.373375	.007180	.008297
L2(B)	Studio	408	.373375	.007180	.008297
L3(B)	Studio	408	.373375	.007180	.008297
L4(B)	Studio	408	.373375	.007180	.008297
L5(A)	1 Bedroom	849	.776942	.014941	.017265
L6(A)	1 Bedroom	849	.776942	.014941	.017265
L7(A)	1 Bedroom	849	.776942	.014941	.017265
L8(A)	1 Bedroom	849	.776942	.014941	.017265
L5(B)	1 Bedroom	496	.453900	.008729	.010087
L6(B)	1 Bedroom	496	.453900	.008729	.010087
L7(B)	1 Bedroom	496	.453900	.008729	.010087
L8(B)	1 Bedroom	496	.453900	.008729	.010087
L9(A)	1 Bedroom	849	.776942	.014941	.017265
L10(A)	1 Bedroom	849	.776942	.014941	.017265
L11(A)	1 Bedroom	849	.776942	.014941	.017265
L12(A)	1 Bedroom	849	.776942	.014941	.017265
L9(B)	1 Bedroom	496	.453900	.008729	.010087
L10(B)	1 Bedroom	496	.453900	.008729	.010087
L11(B)	1 Bedroom	496	.453900	.008729	.010087
L12(B)	1 Bedroom	496	.453900	.008729	.010087
L13	2 Bedroom	1.080	.988333	.019006	.021963
L14A	2 Bedroom	1.080	.988333	.019006	.021963
L14B	2 Bedroom	1.080	.988333	.019006	.021963
L15A	2 Bedroom	1.080	.988333	.019006	.021963
L15B	2 Bedroom	1.080	.988333	.019006	.021963
L16	2 Bedroom	1.080	.988333	.019006	.021963
L17A	1 Bedroom	849	.776942	.014941	.017265

L17B	1 Bedroom	496	.453900	.008729	.010087
L18A	1 Bedroom	849	.776942	.014941	.017265
L18B	1 Bedroom	496	.453900	.008729	.010087
L19A	2 Bedroom	1,116	1.021300	.019640	.022696
L19B	2 Bedroom	1,116	1.021300	.019640	.022696
L20A	1 Bedroom	849	.776942	.014941	.017265
L20B	1 Bedroom	496	.453900	.008729	.010087
L21A	1 Bedroom	849	.776942	.014941	.017265
L21B	1 Bedroom	496	.453900	.008729	.010087
			100.000016	1.923077	2.222204
			100.000016 (1) (shares/units)	100.000004 (52) (shares/units)	99.999180 (45) (shares/units)

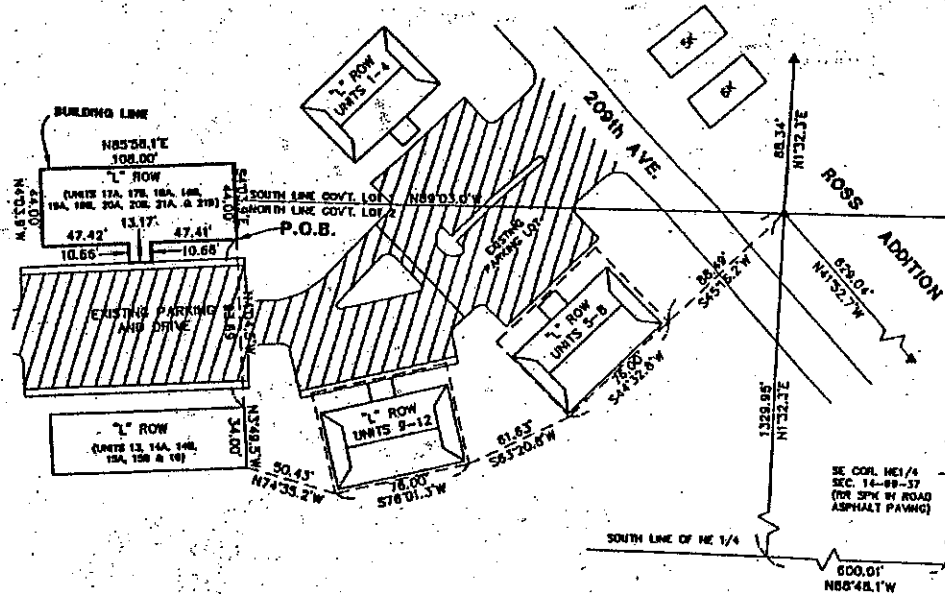
The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, and XX consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

EXHIBIT A-2

1" ROW UNITS 17A, 17B, 18A, 18B, 19A, 19B, 20A, 20B, 21A, & 21B

A TWO STORY WOOD FRAME STRUCTURE IN GOVERNMENT LOTS 1 AND 2 IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 99 NORTH, RANGE 37 WEST OF THE 5th P.M., DICKINSON COUNTY, IOWA, THE BUILDING LINE ENCLOSURE OF SAID STRUCTURE MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 88°48.1' WEST 600.01 FEET ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 1°32.3' EAST 1329.95 FEET TO THE NORTHERLY LINE OF SAID GOVERNMENT LOT 2; THENCE SOUTH 45°16.2' WEST 88.49 FEET; THENCE SOUTH 44°32.8' WEST 76.00 FEET; THENCE SOUTH 43°20.8' WEST 81.83 FEET; THENCE SOUTH 78°01.3' WEST 76.00 FEET; THENCE NORTH 74°35.2' WEST 50.43 FEET; THENCE NORTH 3°49.5' WEST 34.00 FEET; THENCE NORTH 4°04.5' WEST 93.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85°56.1' WEST 47.41 FEET; THENCE SOUTH 4°03.9' EAST 10.86 FEET; THENCE SOUTH 85°56.1' WEST 13.17 FEET; THENCE NORTH 4°03.9' WEST 10.86 FEET; THENCE SOUTH 85°56.1' WEST 47.42 FEET; THENCE NORTH 4°03.9' WEST 44.00 FEET; THENCE NORTH 85°56.1' EAST 108.00 FEET; THENCE SOUTH 4°03.9' EAST 44.00 FEET TO THE POINT OF BEGINNING.

OWNER: IOWA RESORTS HOLDINGS, L.L.C.



GRAPHIC SCALE



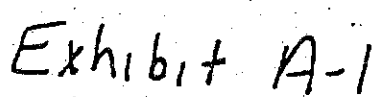
LEGEND

▲ FOUND 5/8" YELLOW CAPPED REBAR LS #9017 (UNLESS OTHERWISE NOTED)

Exhibit "A-2"

R14\EBR001\POS\98001-C.DWG

Drawn	Checked By	CLIENT:	IOWA RESORTS HOLDINGS, L.L.C. P.O. BOX 601 OKOBOJI, IOWA	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa. Robert V. Sandman, L.S. License number 9017 My license renewal date is December 31, 2002. Paper or photo covered by this seal.
Date 7/23/01	By RVR			
Survey Notes	Project No.			
Book	Page	E98001		



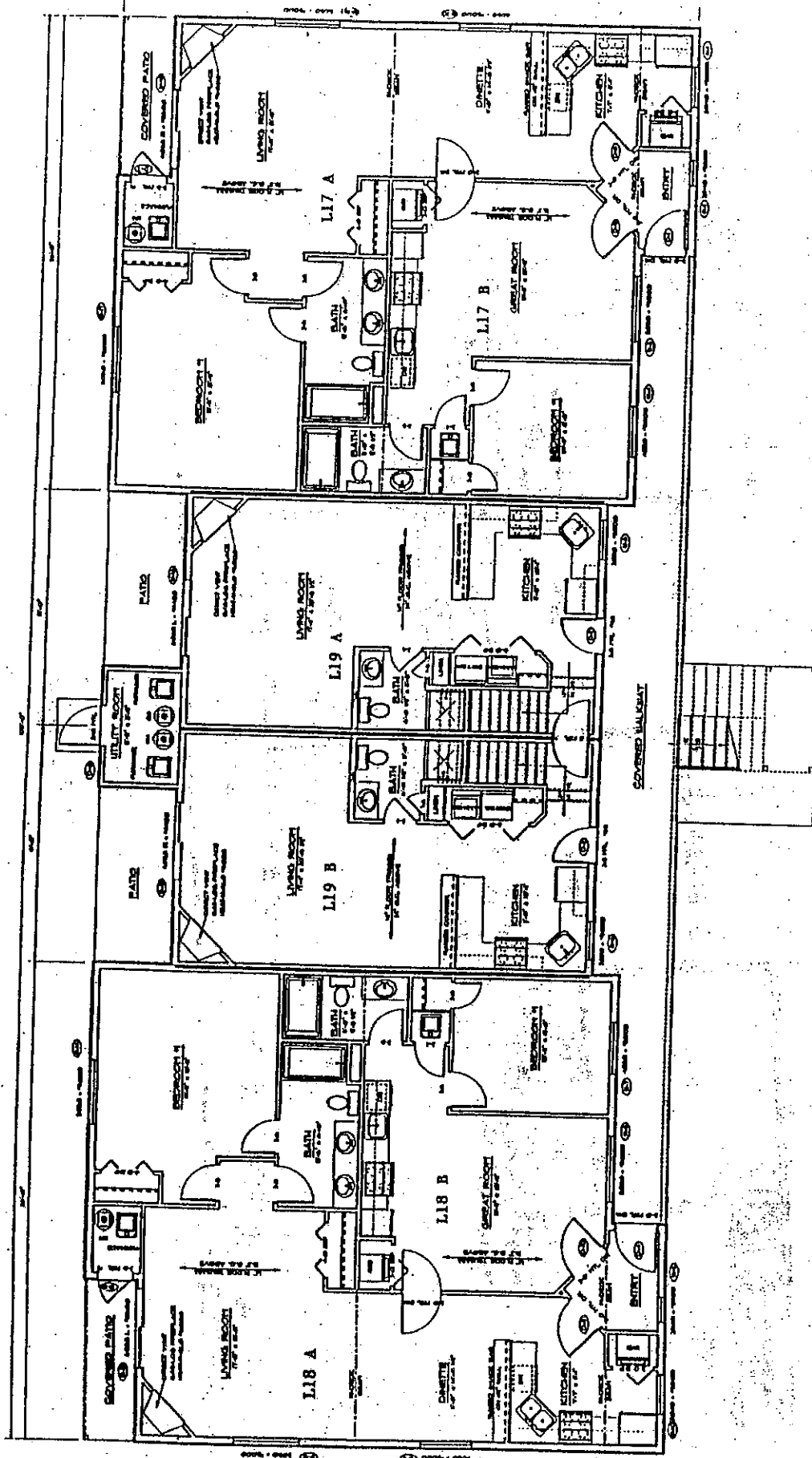
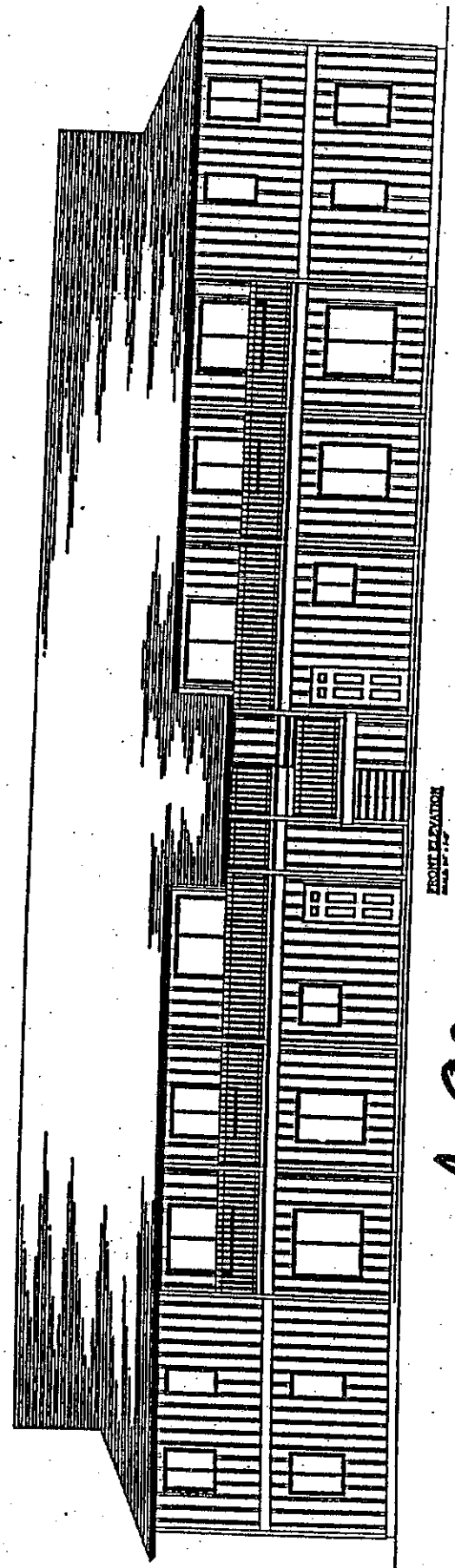
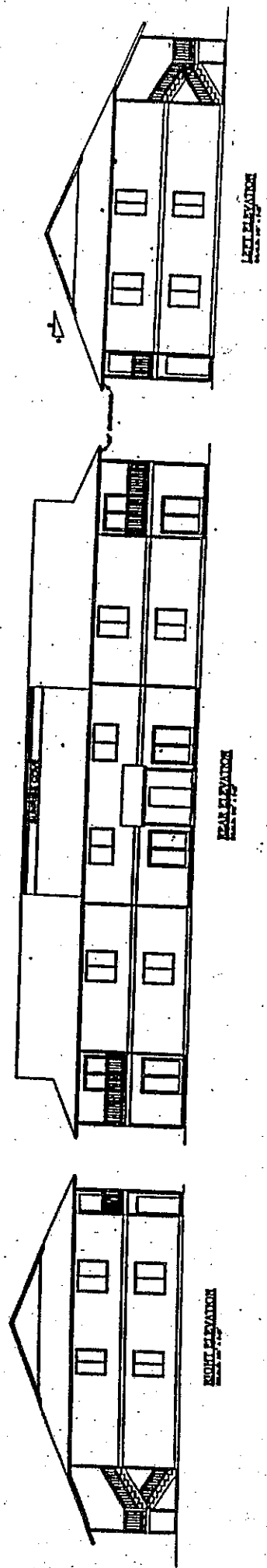


Exhibit "A-15"



4-90

EXHIBIT "B"
LIMITED COMMON ELEMENTS

The limited common elements for Units L17A, L18A, L19A, L19B, L20A, and L21A, are areas of outside patios or covered deck areas.

JUL 01 2002

INSTR. NO. 024216

CK 18 PAGE 539

TWENTY-FIRST AMENDMENT
TO DECLARATION OF TIME-SHARE PROGRAM
FOR SUNRISE COVEJUL -1 AM 10:07
JAN DORTCHWELLE
RECORDER
DICKINSON COUNTY, IOWA

IOWA RESORT HOLDINGS, L.C., an Iowa limited liability company, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Twenty-first Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, a Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office, a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office, a Eleventh Amendment dated January 24, 1995, and filed January 26, 1995 at Misc Record 8, Page 9, Dickinson County Recorder's Office, a Twelfth Amendment dated October 17, 1995, and filed October 18, 1995 at Misc Record 8, Page 645, Dickinson County Recorder's Office, and re-recorded to correct an error in square footage on January 8, 1996, at Misc Record 8, Page 815, Dickinson County Recorder's Office, a Thirteenth Amendment dated June 10, 1997, and filed June 12, 1997 at Book 10, page 499, Dickinson County Recorder's Office, a Fourteenth Amendment dated July 22, 1998, and filed July 24, 1998 at Book 12, page 361, Dickinson County Recorder's Office a Fifteenth Amendment dated October 31, 1998, and filed November 17, 1998 at Book 12, page 795, Dickinson County Recorder's

Office, a Sixteenth Amendment dated February 17, 1999 and filed March 11, 1999 at Book 13, page 01, Dickinson County Recorder's office, a Sixteenth Amendment (Restated) dated April 28, 1999 and filed May 3, 1999 at Book 13, page 163, Dickinson County Recorder's office, a Seventeenth Amendment dated July 26, 2000 and filed August 3, 2000 at Book 15, page 27, Dickinson County Recorder's Office, a Eighteenth Amendment dated August 3, 2000 and filed August 4, 2000, at Book 15, Page 225, Dickinson County Recorder's Office, a Nineteenth Amendment dated May 31, 2001, and filed June 4, 2001, at Book 16, Page 763, Dickinson County Recorder's Office, and a Twentieth Amendment dated September 21, 2001, and filed September 24, 2001, at Book 17, Page 447, Dickinson County Recorder's Office This Twenty-first Amendment is being made pursuant to Article XXI. This Twenty-first Amendment modifies the submitted property as fully set out in Exhibit "A".

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase XXI;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by,

or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase XXI, the definitions of "Day", Section II(10), and "Unit Week", Section II(31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Friday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Friday.

B. Unit Week #1 is the seven (7) days commencing on the first Sunday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Sunday of the Unit Week purchased.

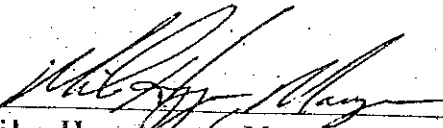
All other terms of these definitions remain the same unless contrary to these amendments.

III. The Limited Common Elements for the Phase XXI units are identified on Exhibit "B."

This Twenty-first Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, Sixteenth Amendment, Sixteenth Amendment Restated, Seventeenth Amendment, Eighteenth Amendment, Nineteenth Amendment or Twentieth Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

IN WITNESS WHEREOF, Iowa Resort Holdings, L.C., an Iowa limited liability company, has signed its name by its proper officer, this 28 day of June, 2002.

IOWA RESORT HOLDINGS, L.C.

BY: 
Mike Hoepfner, Manager

State of Iowa, Dickinson County, ss.

On this 28 day of June, 2002, before me, a Notary Public in and for the said State, personally appeared Mike Hoeppner, to me personally known, who being by me duly sworn did say that that person is Manager of Iowa Resort Holdings, L.C., that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members, and the said Mike Hoeppner acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Denise Kelly
Notary Public in and for said State

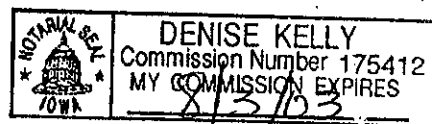


EXHIBIT "A"
PROPERTY INFORMATION

Phase XXI of Sunrise Cove consists of one new two story building of 'Boji Suites, having eight (8) one bedroom units and two (2) two bedroom units, to be built at Village West Resort on West Lake Okoboji, Dickinson County, Iowa,

All units will be located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area K shows the general location of the building to be constructed and identified below is the exact location of Units L22A, L22 B, L23 A, L23B, L24A, L24B, L25A, L25B, L26A, and L26B in the building which is being submitted at this time. The legal description of the buildings are set out on Exhibit A-2.

Eight (8) one bedroom units and two (2) two bedroom units are being added. The eight (8) one bedroom units and two (2) two bedroom units will be located in Area K, shown on Exhibit A-1. Units L22A, L22B, L23A, L23B, L25A, L25B, L26A, and L26B are one story units. Units L24A and L24B are two story units. Exhibit A-15 also identifies the type of floor plan to be used in these units. The building elevation for the buildings is shown on Exhibit A-9C attached to this Amendment. A general location description of the units are as follows:

Unit L22A is a one bedroom suite located in the fourth building West of 209th Ave. on the south side of the access road, as part of 'Boji Suites, sixth unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L22B is a one bedroom suite located in the fourth building West of 209th Ave. on the south side of the access road, as part of 'Boji Suites, fifth unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L23A is a one bedroom suite located in the fourth building West of 209th Ave. on the south side of the access road, as part of 'Boji Suites, first unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L23B is a one bedroom suite located in the fourth building West of 209th Ave. on the south side of the access road, as part of 'Boji Suites, second unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L24A is a two bedroom two story suite located in the fourth building West of 209th Ave. on the south side of the access road, as part of 'Boji Suites, third unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L24B is a two bedroom two story suite located in the fourth building West of 209th Ave. on the south side of the access road, as part of 'Boji Suites, fourth unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L25A is a one bedroom suite located in the fourth building West of 209th Ave. on the south side of the access road, as part of 'Boji Suites, first unit from the east side on the upper level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L25B is a one bedroom suite located in the fourth building West of 209th Ave. on the south side of the access road, as part of 'Boji Suites, second unit from the east side on the upper level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L26A is a one bedroom suite located in the fourth building West of 209th Ave. on the south side of the access road, as part of 'Boji Suites, sixth unit from the east side on the upper level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L26B is a one bedroom suite located in the fourth building West of 209th Ave. on the south side of the access road, as part of 'Boji Suites, fifth unit from the east side on the upper level. This unit will have a

kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

The 'Boji Suites contain similar furnishings to those included in the original Declaration.

The one hundred sixty-two (162) units now submitted under Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, and XXI have the following square footage and at this time have the proportionate interest in the Common Elements set forth below dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

Unit	Type	Square Footage	Entire Unit % Interest	Floating Time Time Share Estate	Fixed Time Time Share Estate
	Mansion	1.612	1.380000	.026538	.030667
	Rustic Cabin	2.008	1.719000	.033058	.038200
1E	Townhouse	855	.731929	.014076	.016265
2E	Townhouse	855	.731929	.014076	.016265
3E	Townhouse	855	.731929	.014076	.016265
4E	Townhouse	855	.731929	.014076	.016265
5E	Townhouse	855	.731929	.014076	.016265
6E	Townhouse	855	.731929	.014076	.016265
7E	Townhouse	855	.731929	.014076	.016265
8E	Townhouse	855	.731929	.014076	.016265
9E	Townhouse	855	.731929	.014076	.016265
1F	Townhouse	855	.731929	.014076	.016265
2F	Townhouse	855	.731929	.014076	.016265
3F	Townhouse	855	.731929	.014076	.016265
4F	Townhouse	855	.731929	.014076	.016265
5F	Townhouse	855	.731929	.014076	.016265
6F	Townhouse	855	.731929	.014076	.016265
7F	Townhouse	855	.731929	.014076	.016265
8F	Townhouse	855	.731929	.014076	.016265

1G	Townhouse	855	.731929	.014076	.016265
2G	Townhouse	855	.731929	.014076	.016265
3G	Townhouse	855	.731929	.014076	.016265
4G	Townhouse	855	.731929	.014076	.016265
5G	Townhouse	855	.731929	.014076	.016265
6G	Townhouse	855	.731929	.014076	.016265
7G	Townhouse	855	.731929	.014076	.016265
1H	Townhouse	855	.731929	.014076	.016265
2H	Townhouse	855	.731929	.014076	.016265
3H	Townhouse	855	.731929	.014076	.016265
4H	Townhouse	855	.731929	.014076	.016265
5H	Townhouse	855	.731929	.014076	.016265
6H	Townhouse	855	.731929	.014076	.016265
1I	Townhouse	855	.731929	.014076	.016265
2I	Townhouse	855	.731929	.014076	.016265
3I	Townhouse	855	.731929	.014076	.016265
4I	Townhouse	855	.731929	.014076	.016265
5I	Townhouse	855	.731929	.014076	.016265
6I	Townhouse	855	.731929	.014076	.016265
1J	Townhouse	855	.731929	.014076	.016265
2J	Townhouse	855	.731929	.014076	.016265
3J	Townhouse	855	.731929	.014076	.016265
4J	Townhouse	855	.731929	.014076	.016265
5J	Townhouse	855	.731929	.014076	.016265
6J	Townhouse	855	.731929	.014076	.016265
1K	Townhouse	855	.731929	.014076	.016265
2K	Townhouse	855	.731929	.014076	.016265
3K	Townhouse	855	.731929	.014076	.016265
4K	Townhouse	855	.731929	.014076	.016265
5K	Townhouse	855	.731929	.014076	.016265
6K	Townhouse	855	.731929	.014076	.016265

7K	Townhouse	855	.731929	.014076	.016265
8K	Townhouse	855	.731929	.014076	.016265
9K	Townhouse	855	.731929	.014076	.016265
10K	Townhouse	855	.731929	.014076	.016265
401	Studio	342	.292774	.005630	.006506
403	Spa Studio	684	.585550	.011260	.013012
405	Spa Studio	684	.585550	.011260	.013012
407	Studio	342	.292774	.005630	.006506
408	Studio	342	.292774	.005630	.006506
409	Studio	342	.292774	.005630	.006506
410	Studio	342	.292774	.005630	.006506
411	Studio	342	.292774	.005630	.006506
412	Studio	342	.292774	.005630	.006506
413	Studio	342	.292774	.005630	.006506
414	Studio	342	.292774	.005630	.006506
415	Studio	342	.292774	.005630	.006506
416	Studio	342	.292774	.005630	.006506
417	Studio	342	.292774	.005630	.006506
418	Studio	342	.292774	.005630	.006506
419	Studio	342	.292774	.005630	.006506
420	Studio	342	.292774	.005630	.006506
509	Studio	342	.292774	.005630	.006506
510	Studio	342	.292774	.005630	.006506
511	Studio	342	.292774	.005630	.006506
512	Studio	342	.292774	.005630	.006506
101	Spa Suite	662.5	.567140	.010906	.012603
103	Spa Suite	662.5	.567140	.010906	.012603
105	Spa Suite	662.5	.567140	.010906	.012603
109	Spa Suite	662.5	.567140	.010906	.012603
116	Spa Suite	662.5	.567140	.010906	.012603
201/203	1 Bedroom	684	.585542	.011260	.013012

204/206	1 Bedroom	684	.585542	.011260	.013012
205/207	1 Bedroom	684	.585542	.011260	.013012
208/210	1 Bedroom	684	.585542	.011260	.013012
209/211	1 Bedroom	684	.585542	.011260	.013012
212/214	1 Bedroom	684	.585542	.011260	.013012
215/217	1 Bedroom	684	.585542	.011260	.013012
216/218	1 Bedroom	684	.585542	.011260	.013012
501/503	1 Bedroom	684	.585542	.011260	.013012
502/504	1 Bedroom	684	.585542	.011260	.013012
505/507	1 Bedroom	684	.585542	.011260	.013012
506/508	1 Bedroom	684	.585542	.011260	.013012
513/515	1 Bedroom	684	.585542	.011260	.013012
514/516	1 Bedroom	684	.585542	.011260	.013012
517/519	1 Bedroom	684	.585542	.011260	.013012
518/520	1 Bedroom	684	.585542	.011260	.013012
521/523	1 Bedroom	684	.585542	.011260	.013012
522/524	1 Bedroom	684	.585542	.011260	.013012
601/603	1 Bedroom	684	.585542	.011260	.013012
605/607	1 Bedroom	684	.585542	.011260	.013012
606	Studio	342	.292774	.005630	.006506
608	Studio	342	.292774	.005630	.006506
609	Executive Studio	422	.361250	.006947	.008028
610	Studio	342	.292774	.005630	.006506
611	Executive Studio	422	.361250	.006947	.008028
612	Studio	342	.292774	.005630	.006506
613/615	1 Bedroom	684	.5855420	.011260	.013012
614/616	1 Bedroom	684	.5855420	.011260	.013012
617/619	1 Bedroom	684	.5855420	.011260	.013012
618/620	1 Bedroom	684	.5855420	.011260	.013012
621/623	1 Bedroom	684	.5855420	.011260	.013012
622/624	1 Bedroom	684	.5855420	.011260	.013012

L1(A)	1 Bedroom	884	.756750	.014553	.016817
L2(A)	1 Bedroom	884	.756750	.014553	.016817
L3(A)	1 Bedroom	884	.756750	.014553	.016817
L4(A)	1 Bedroom	884	.756750	.014553	.016817
L1(B)	Studio	408	.349275	.006717	.007762
L2(B)	Studio	408	.349275	.006717	.007762
L3(B)	Studio	408	.349275	.006717	.007762
L4(B)	Studio	408	.349275	.006717	.007762
L5(A)	1 Bedroom	849	.726794	.013977	.016151
L6(A)	1 Bedroom	849	.726794	.013977	.016151
L7(A)	1 Bedroom	849	.726794	.013977	.016151
L8(A)	1 Bedroom	849	.726794	.013977	.016151
L5(B)	1 Bedroom	496	.424606	.008166	.009436
L6(B)	1 Bedroom	496	.424606	.008166	.009436
L7(B)	1 Bedroom	496	.424606	.008166	.009436
L8(B)	1 Bedroom	496	.424606	.008166	.009436
L9(A)	1 Bedroom	849	.726794	.013977	.016151
L10(A)	1 Bedroom	849	.726794	.013977	.016151
L11(A)	1 Bedroom	849	.726794	.013977	.016151
L12(A)	1 Bedroom	849	.726794	.013977	.016151
L9(B)	1 Bedroom	496	.424606	.008166	.009436
L10(B)	1 Bedroom	496	.424606	.008166	.009436
L11(B)	1 Bedroom	496	.424606	.008166	.009436
L12(B)	1 Bedroom	496	.424606	.008166	.009436
L13	2 Bedroom	1,080	.924550	.017780	.020546
L14A	2 Bedroom	1,080	.924550	.017780	.020546
L14B	2 Bedroom	1,080	.924550	.017780	.020546
L15A	2 Bedroom	1,080	.924550	.017780	.020546
L15B	2 Bedroom	1,080	.924550	.017780	.020546
L16	2 Bedroom	1,080	.924550	.017780	.020546
L17A	1 Bedroom	849	.726794	.013977	.016151

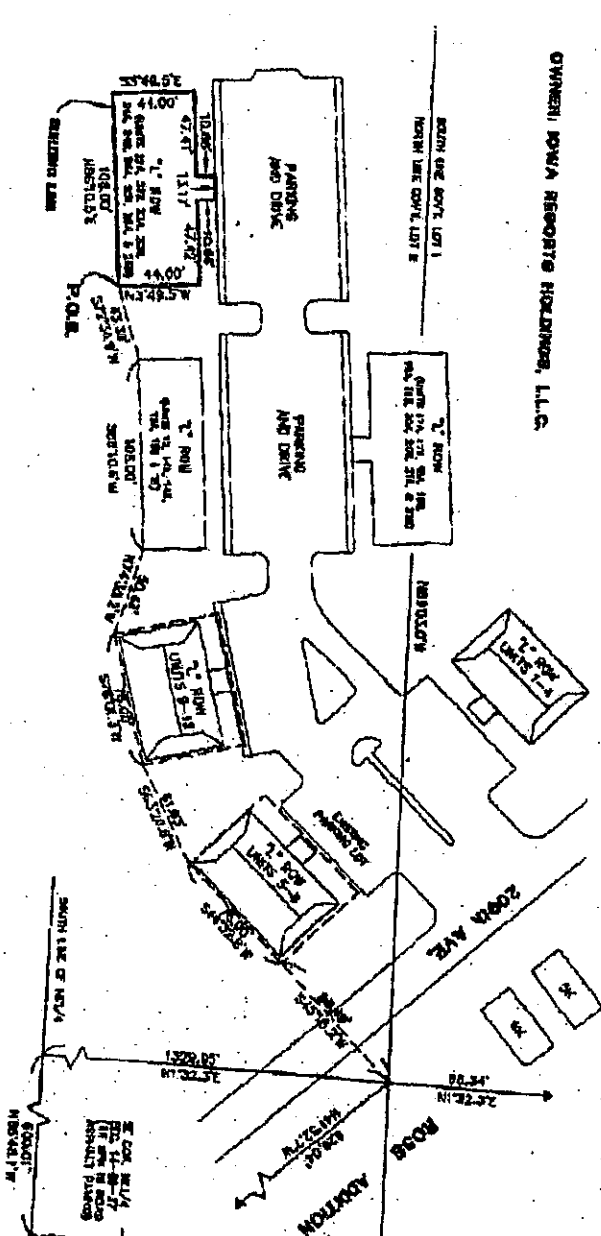
L17B	1 Bedroom	496	.424606	.008166	.009436
L18A	1 Bedroom	849	.726794	.013977	.016151
L18B	1 Bedroom	496	.424606	.008166	.009436
L19A	2 Bedroom	1,116	.955350	.018372	.021230
L19B	2 Bedroom	1,116	.955350	.018372	.021230
L20A	1 Bedroom	849	.726794	.013977	.016151
L20B	1 Bedroom	496	.424606	.008166	.009436
L21A	1 Bedroom	849	.726794	.013977	.016151
L21B	1 Bedroom	496	.424606	.008166	.009436
L22A	1 Bedroom	849	.726794	.013977	.016151
L22B	1 Bedroom	496	.424606	.008166	.009436
L23A	1 Bedroom	849	.726794	.013977	.016151
L23B	1 Bedroom	496	.424606	.008166	.009436
L24A	2 Bedroom	1,080	.924500	.017779	.020544
L24B	2 Bedroom	1,080	.924500	.017779	.020544
L25A	1 Bedroom	849	.726794	.013977	.016151
L25B	1 Bedroom	496	.424606	.008166	.009436
L26A	1 Bedroom	849	.726794	.013977	.016151
L26B	1 Bedroom	496	.424606	.008166	.009436
			100.000002	1.923092	2.222224
			100.000002 (1) (shares/units)	100.000784 (52) (shares/units)	2.222224 (45) (shares/units)

The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, and XXI consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

EXHIBIT A-2

[illegible]

OWEN, POWA REPORTS HOLDINGS, L.L.C.



GRAPHIC SCALE

1. 1. 1.

UNLESS OTHERWISE NOTED,
ALL PRICES ARE LISTED IN U.S. DOLLARS

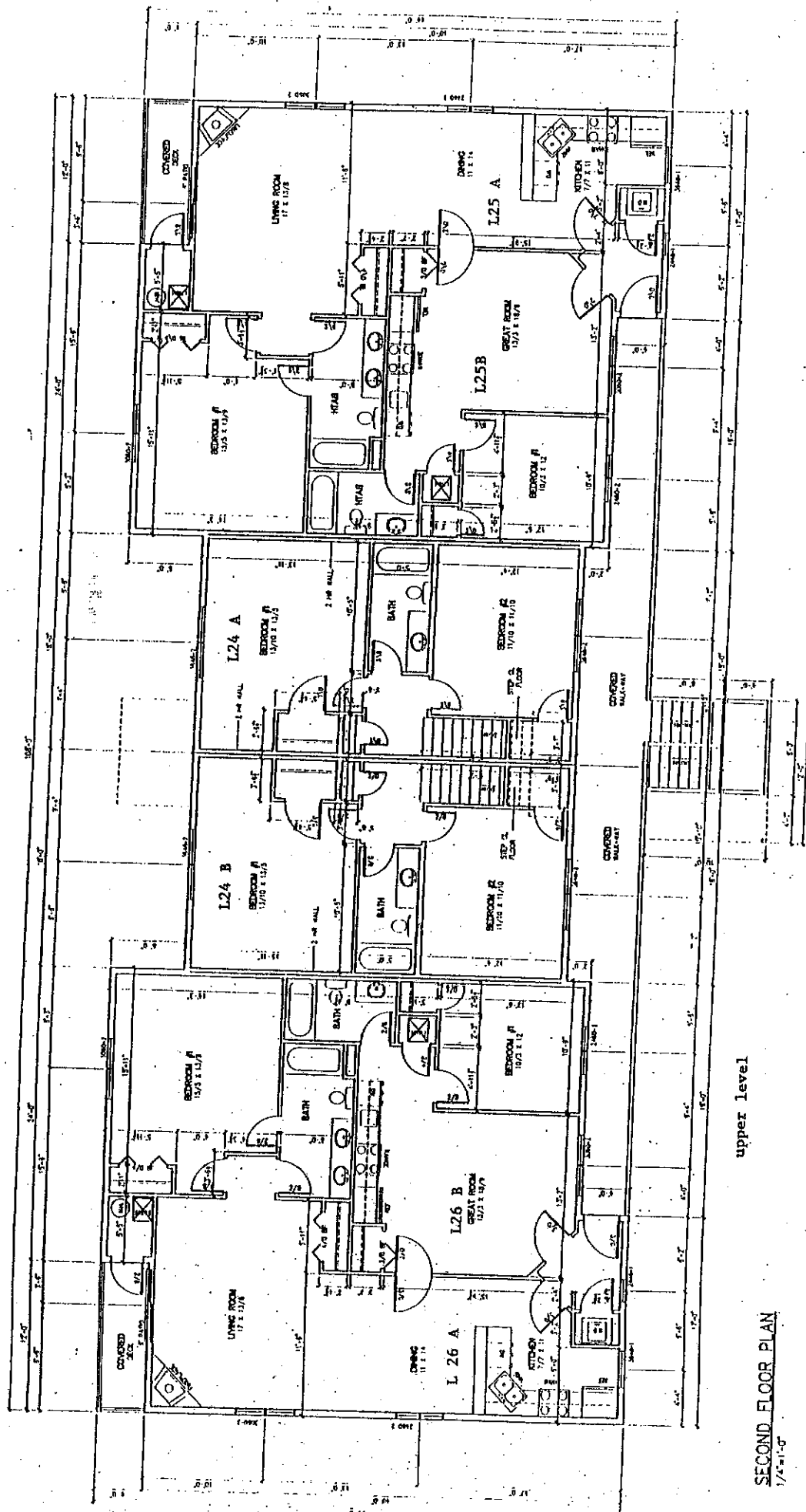
DATE	6/25/1988
TO	John Kennedy
FROM	John A.
RE	10/31/87-2647
7/2/87-7458	10/88

Exhibit
- "A-2"

DATE: 07/22/02 TIME: 05:01 PM		Checked By: _____	CLIENT: _____
Date: 6/7/02	By: RYB	Project No.: _____	IOWA RESORTS HOLDINGS, L.L.C. P.O. BOX 801 OKMORA, IOWA
Summary Notes: _____			
Book: _____	Page: _____		

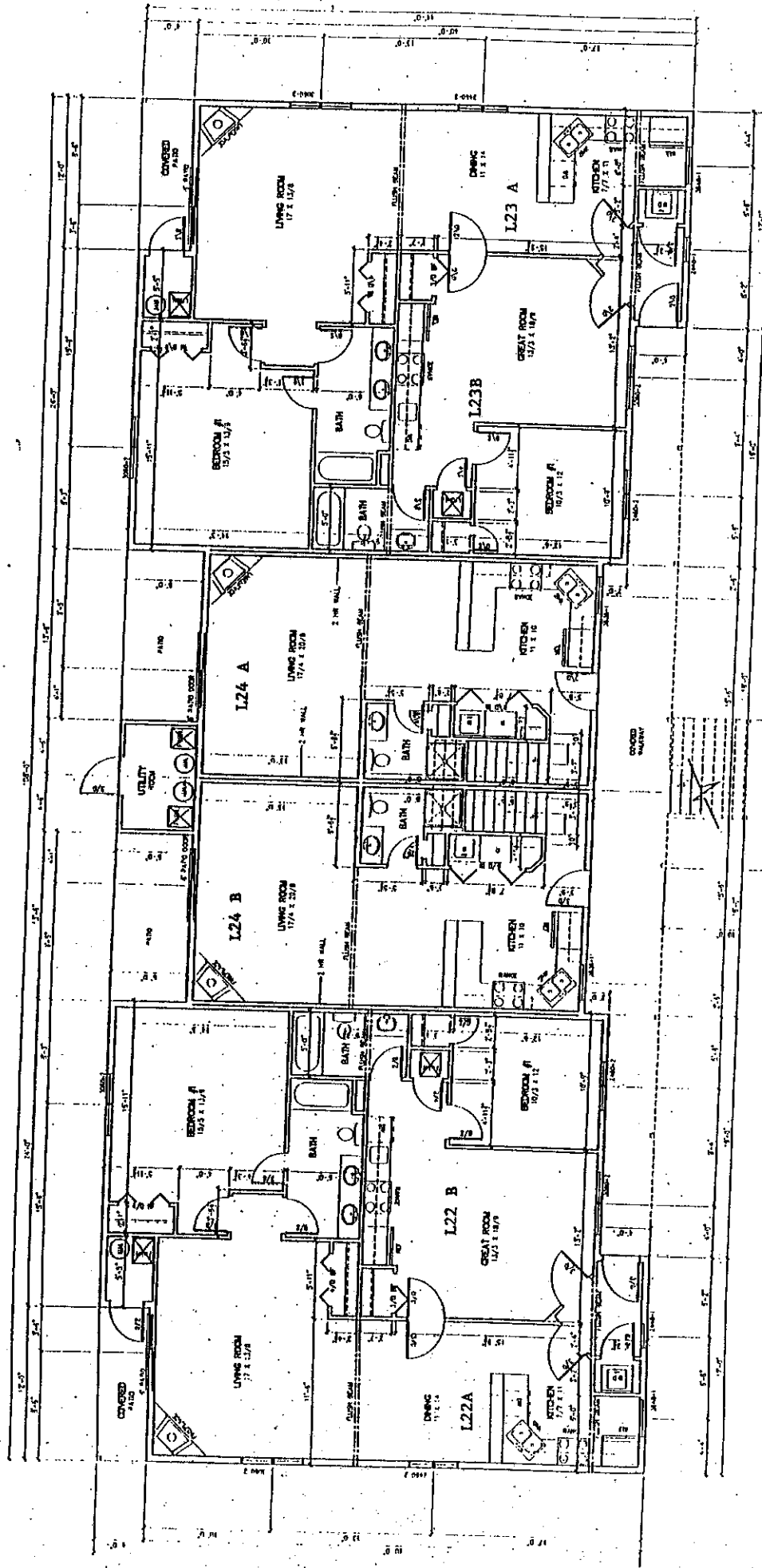
I hereby declare that this land ownership document was prepared and the contents are true and correct to the best of my knowledge and belief and that I am a duly authorized person to execute this document on behalf of the State of Iowa.

Signed: _____
 State of Iowa, L.L.C.
 Lessor: _____
 By: _____
 Notary Public: _____
 Notary Public: _____
 Notary Public: _____



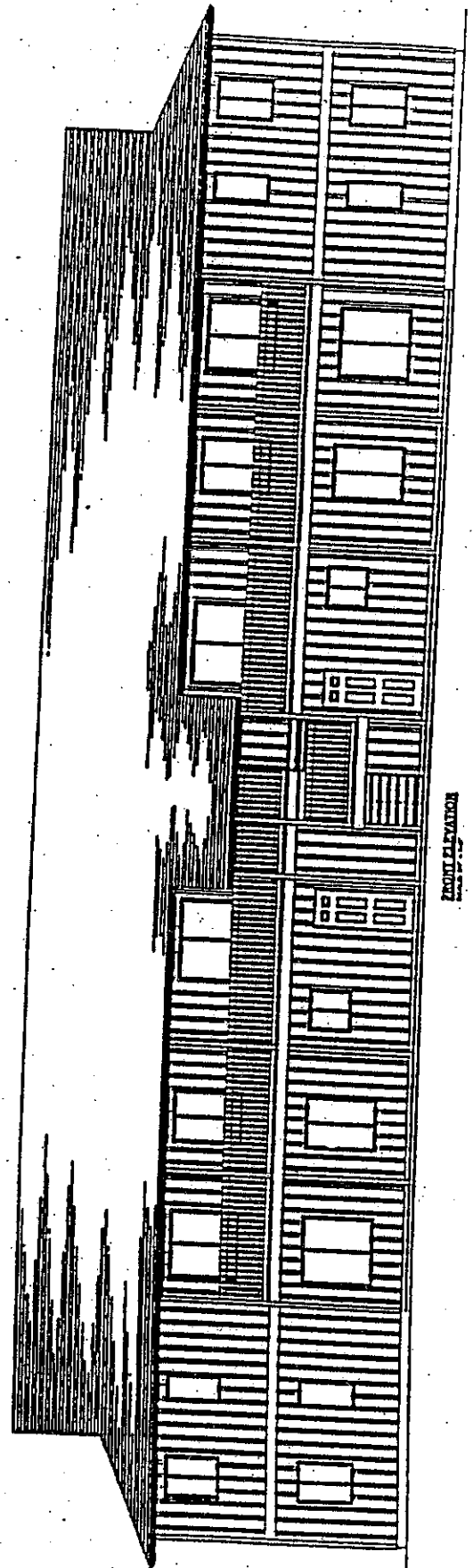
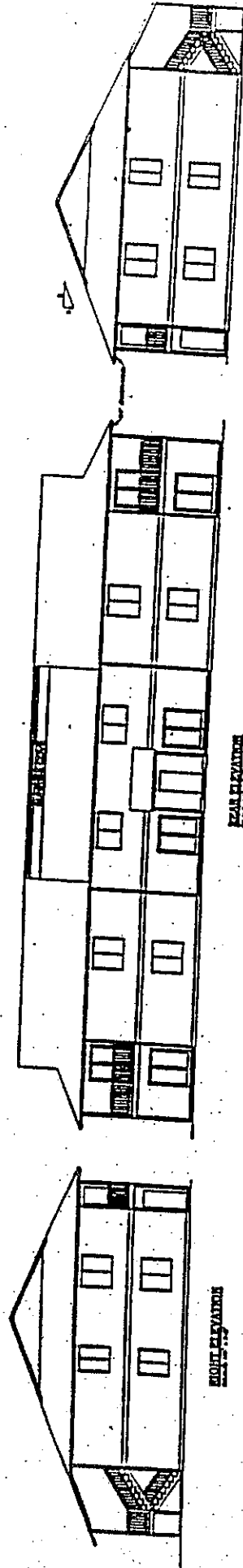
SECOND FLOOR PLAN
1/4"=1'-0"

Exhibit
"A-15"



FLOOR PLAN
1/4"=1'-0"

Exhibit



Exhibit

EXHIBIT "B"
LIMITED COMMON ELEMENTS

The limited common elements for Units L22A, L23A, L24A, L24B, L25A, and L26A, are areas of outside patios or covered deck areas.

14 - 391
03 JAN 24 AM 3:35

**TWENTY-SECOND AMENDMENT
TO DECLARATION OF TIME-SHARE PROGRAM
FOR SUNRISE COVE**

DICKINSON COUNTY, IOWA
FILE # 960

IOWA RESORT HOLDINGS, L.C., an Iowa limited liability company, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Twenty-second Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, a Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office, a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office, a Eleventh Amendment dated January 24, 1995, and filed January 26, 1995 at Misc Record 8, Page 9, Dickinson County Recorder's Office, a Twelfth Amendment dated October 17, 1995, and filed October 18, 1995 at Misc Record 8, Page 645, Dickinson County Recorder's Office, and re-recorded to correct an error in square footage on January 8, 1996, at Misc Record 8, Page 815, Dickinson County Recorder's Office, a Thirteenth Amendment dated June 10, 1997, and filed June 12, 1997 at Book 10, page 499, Dickinson County Recorder's Office, a Fourteenth Amendment dated July 22, 1998, and filed July 24, 1998 at Book 12, page 361, Dickinson County Recorder's Office a Fifteenth Amendment dated October 31, 1998, and filed November 17, 1998 at Book 12, page 795, Dickinson County Recorder's

Office, a Sixteenth Amendment dated February 17, 1999 and filed March 11, 1999 at Book 13, page 01, Dickinson County Recorder's office, a Sixteenth Amendment (Restated) dated April 28, 1999 and filed May 3, 1999 at Book 13, page 163, Dickinson County Recorder's office, a Seventeenth Amendment dated July 26, 2000 and filed August 3, 2000 at Book 15, page 27, Dickinson County Recorder's Office, a Eighteenth Amendment dated August 3, 2000 and filed August 4, 2000, at Book 15, Page 225, Dickinson County Recorder's Office, a Nineteenth Amendment dated May 31, 2001, and filed June 4, 2001, at Book 16, Page 763, Dickinson County Recorder's Office, a Twentieth Amendment dated September 21, 2001, and filed September 24, 2001, at Book 17, Page 447, Dickinson County Recorder's Office, a Twenty-first Amendment dated June 28, 2002, and filed July 1, 2002, at Book 18, Page 559, Dickinson County Recorder's Office. This Twenty-second Amendment is being made pursuant to Article XXI. This Twenty-second Amendment modifies the submitted property as fully set out in Exhibit "A".

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase XXII;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and

power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase XXII, the definitions of "Day", Section II(10), and "Unit Week", Section II(31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Friday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Friday.

B. Unit Week #1 is the seven (7) days commencing on the first Sunday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Sunday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

III. The Limited Common Elements for the Phase XXII units are identified on Exhibit "B."

This Twenty-first Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, Sixteenth Amendment, Sixteenth Amendment Restated, Seventeenth Amendment, Eighteenth Amendment, Nineteenth Amendment, Twentieth Amendment, or Twenty-first Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

IN WITNESS WHEREOF, Iowa Resort Holdings, L.C., an Iowa limited liability company, has signed its name by its proper officer, this 21 day of January, 2003.

IOWA RESORT HOLDINGS, L.C.

BY: [Signature]
Mike Hoepfner, Manager

State of Iowa, Dickinson County, ss.

On this 21 day of January, 2003, before me, a Notary Public in and for the said State, personally appeared Mike Hoepfner, to me personally known, who being by me duly sworn did say that that person is Manager of Iowa Resort Holdings, L.C., that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members, and the said Mike Hoepfner acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

[Signature]
Notary Public in and for said State

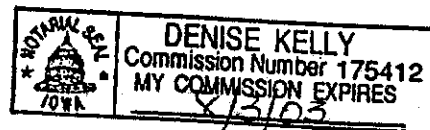


EXHIBIT "A"
PROPERTY INFORMATION

Phase XXII of Sunrise Cove consists of one new two story building of 'Boji Suites, having eight (8) one bedroom units and two (2) two bedroom units, to be built at Village West Resort on West Lake Okoboji, Dickinson County, Iowa,

All units will be located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area L shows the general location of the building to be constructed and identified below is the exact location of Units L27A, L27B, L28A, L28B, L29A, L29B, L30A, L30B, L31A, and L31B in the building which is being submitted at this time. The legal description of the buildings are set out on Exhibit A-2.

Eight (8) one bedroom units and two (2) two bedroom units are being added. The eight (8) one bedroom units and two (2) two bedroom units will be located in Area L, shown on Exhibit A-1. Units L27A, L27B, L28A, L28B, L30A, L30B, L31A, and L31B are one story units. Units L29A and L29B are two story units. Exhibit A-15 also identifies the type of floor plan to be used in these units. The building elevation for the buildings is shown on Exhibit A-9C attached to this Amendment. A general location description of the units are as follows:

Unit L27A is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, first unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L27B is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, second unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L28A is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, sixth unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L28B is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, fifth unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L29A is a two bedroom two story suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, third unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L29B is a two bedroom two story suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, fourth unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L30A is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, sixth unit from the east side on the upper level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L30B is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, fifth unit from the east side on the upper level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L31A is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, first unit from the east side on the upper level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L31B is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, second unit from the east side on the upper level. This unit will have a

kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

The 'Boji Suites contain similar furnishings to those included in the original Declaration.

The one hundred sixty-two (162) units now submitted under Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, and XXII have the following square footage and at this time have the proportionate interest in the Common Elements set forth below dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

Unit	Type	Square Footage	Entire Unit % Interest	Floating Time Time Share Estate	Fixed Time Time Share Estate
	Mansion	1,612	1.296300	.024929	.028807
	Rustic Cabin	2,008	1.614700	.031052	.035882
1E	Townhouse	855	.687550	.013222	.015279
2E	Townhouse	855	.687550	.013222	.015279
3E	Townhouse	855	.687550	.013222	.015279
4E	Townhouse	855	.687550	.013222	.015279
5E	Townhouse	855	.687550	.013222	.015279
6E	Townhouse	855	.687550	.013222	.015279
7E	Townhouse	855	.687550	.013222	.015279
8E	Townhouse	855	.687550	.013222	.015279
9E	Townhouse	855	.687550	.013222	.015279
1F	Townhouse	855	.687550	.013222	.015279
2F	Townhouse	855	.687550	.013222	.015279
3F	Townhouse	855	.687550	.013222	.015279
4F	Townhouse	855	.687550	.013222	.015279
5F	Townhouse	855	.687550	.013222	.015279
6F	Townhouse	855	.687550	.013222	.015279
7F	Townhouse	855	.687550	.013222	.015279
8F	Townhouse	855	.687550	.013222	.015279
1G	Townhouse	855	.687550	.013222	.015279

2G	Townhouse	855	.687550	.013222	.015279
3G	Townhouse	855	.687550	.013222	.015279
4G	Townhouse	855	.687550	.013222	.015279
5G	Townhouse	855	.687550	.013222	.015279
6G	Townhouse	855	.687550	.013222	.015279
7G	Townhouse	855	.687550	.013222	.015279
1H	Townhouse	855	.687550	.013222	.015279
2H	Townhouse	855	.687550	.013222	.015279
3H	Townhouse	855	.687550	.013222	.015279
4H	Townhouse	855	.687550	.013222	.015279
5H	Townhouse	855	.687550	.013222	.015279
6H	Townhouse	855	.687550	.013222	.015279
1I	Townhouse	855	.687550	.013222	.015279
2I	Townhouse	855	.687550	.013222	.015279
3I	Townhouse	855	.687550	.013222	.015279
4I	Townhouse	855	.687550	.013222	.015279
5I	Townhouse	855	.687550	.013222	.015279
6I	Townhouse	855	.687550	.013222	.015279
1J	Townhouse	855	.687550	.013222	.015279
2J	Townhouse	855	.687550	.013222	.015279
3J	Townhouse	855	.687550	.013222	.015279
4J	Townhouse	855	.687550	.013222	.015279
5J	Townhouse	855	.687550	.013222	.015279
6J	Townhouse	855	.687550	.013222	.015279
1K	Townhouse	855	.687550	.013222	.015279
2K	Townhouse	855	.687550	.013222	.015279
3K	Townhouse	855	.687550	.013222	.015279
4K	Townhouse	855	.687550	.013222	.015279
5K	Townhouse	855	.687550	.013222	.015279
6K	Townhouse	855	.687550	.013222	.015279
7K	Townhouse	855	.687550	.013222	.015279

8K	Townhouse	855	.687550	.013222	.015279
9K	Townhouse	855	.687550	.013222	.015279
10K	Townhouse	855	.687550	.013222	.015279
401	Studio	342	.275022	.005289	.006112
403	Spa Studio	684	.550000	.010577	.012222
405	Spa Studio	684	.550000	.010577	.012222
407	Studio	342	.275022	.005289	.006112
408	Studio	342	.275022	.005289	.006112
409	Studio	342	.275022	.005289	.006112
410	Studio	342	.275022	.005289	.006112
411	Studio	342	.275022	.005289	.006112
412	Studio	342	.275022	.005289	.006112
413	Studio	342	.275022	.005289	.006112
414	Studio	342	.275022	.005289	.006112
415	Studio	342	.275022	.005289	.006112
416	Studio	342	.275022	.005289	.006112
417	Studio	342	.275022	.005289	.006112
418	Studio	342	.275022	.005289	.006112
419	Studio	342	.275022	.005289	.006112
420	Studio	342	.275022	.005289	.006112
509	Studio	342	.275022	.005289	.006112
510	Studio	342	.275022	.005289	.006112
511	Studio	342	.275022	.005289	.006112
512	Studio	342	.275022	.005289	.006112
101	Spa Suite	662.5	.532760	.010245	.011839
103	Spa Suite	662.5	.532760	.010245	.011839
105	Spa Suite	662.5	.532760	.010245	.011839
109	Spa Suite	662.5	.532760	.010245	.011839
116	Spa Suite	662.5	.532760	.010245	.011839
201/203	1 Bedroom	684	.550042	.010578	.012223
204/206	1 Bedroom	684	.550042	.010578	.012223

205/207	1 Bedroom	684	.550042	.010578	.012223
208/210	1 Bedroom	684	.550042	.010578	.012223
209/211	1 Bedroom	684	.550042	.010578	.012223
212/214	1 Bedroom	684	.550042	.010578	.012223
215/217	1 Bedroom	684	.550042	.010578	.012223
216/218	1 Bedroom	684	.550042	.010578	.012223
501/503	1 Bedroom	684	.550042	.010578	.012223
502/504	1 Bedroom	684	.550042	.010578	.012223
505/507	1 Bedroom	684	.550042	.010578	.012223
506/508	1 Bedroom	684	.550042	.010578	.012223
513/515	1 Bedroom	684	.550042	.010578	.012223
514/516	1 Bedroom	684	.550042	.010578	.012223
517/519	1 Bedroom	684	.550042	.010578	.012223
518/520	1 Bedroom	684	.550042	.010578	.012223
521/523	1 Bedroom	684	.550042	.010578	.012223
522/524	1 Bedroom	684	.550042	.010578	.012223
601/603	1 Bedroom	684	.550042	.010578	.012223
605/607	1 Bedroom	684	.550042	.010578	.012223
606	Studio	342	.275022	.005289	.006112
608	Studio	342	.275022	.005289	.006112
609	Executive Studio	422	.339350	.006526	.007541
610	Studio	342	.275022	.005289	.006112
611	Executive Studio	422	.339350	.006526	.007541
612	Studio	342	.275022	.005289	.006112
613/615	1 Bedroom	684	.550042	.010578	.012223
614/616	1 Bedroom	684	.550042	.010578	.012223
617/619	1 Bedroom	684	.550042	.010578	.012223
618/620	1 Bedroom	684	.550042	.010578	.012223
621/623	1 Bedroom	684	.550042	.010578	.012223
622/624	1 Bedroom	684	.550042	.010578	.012223
L1(A)	1 Bedroom	884	.710875	.013671	.015797

L2(A)	1 Bedroom	884	.710875	.013671	.015797
L3(A)	1 Bedroom	884	.710875	.013671	.015797
L4(A)	1 Bedroom	884	.710875	.013671	.015797
L1(B)	Studio	408	.328100	.006310	.007291
L2(B)	Studio	408	.328100	.006310	.007291
L3(B)	Studio	408	.328100	.006310	.007291
L4(B)	Studio	408	.328100	.006310	.007291
L5(A)	1 Bedroom	849	.682725	.0131290	.015172
L6(A)	1 Bedroom	849	.682725	.0131290	.015172
L7(A)	1 Bedroom	849	.682725	.0131290	.015172
L8(A)	1 Bedroom	849	.682725	.0131290	.015172
L5(B)	1 Bedroom	496	.398860	.007670	.008864
L6(B)	1 Bedroom	496	.398860	.007670	.008864
L7(B)	1 Bedroom	496	.398860	.007670	.008864
L8(B)	1 Bedroom	496	.398860	.007670	.008864
L9(A)	1 Bedroom	849	.682725	.0131290	.015172
L10(A)	1 Bedroom	849	.682725	.0131290	.015172
L11(A)	1 Bedroom	849	.682725	.0131290	.015172
L12(A)	1 Bedroom	849	.682725	.0131290	.015172
L9(B)	1 Bedroom	496	.398860	.007670	.008864
L10(B)	1 Bedroom	496	.398860	.007670	.008864
L11(B)	1 Bedroom	496	.398860	.007670	.008864
L12(B)	1 Bedroom	496	.398860	.007670	.008864
L13	2 Bedroom	1,080	.868483	.016702	.019300
L14A	2 Bedroom	1,080	.868483	.016702	.019300
L14B	2 Bedroom	1,080	.868483	.016702	.019300
L15A	2 Bedroom	1,080	.868483	.016702	.019300
L15B	2 Bedroom	1,080	.868483	.016702	.019300
L16	2 Bedroom	1,080	.868483	.016702	.019300
L17A	1 Bedroom	849	.682725	.0131290	.015172
L17B	1 Bedroom	496	.398860	.007670	.008864
L18A	1 Bedroom	849	.682725	.0131290	.015172
L18B	1 Bedroom	496	.398860	.007670	.008864

L19A	2 Bedroom	1,116	.897250	.017255	.019939
L19B	2 Bedroom	1,116	.897250	.017255	.019939
L20A	1 Bedroom	849	.682725	.0131290	.015172
L20B	1 Bedroom	496	.398860	.007670	.008864
L21A	1 Bedroom	849	.682725	.0131290	.015172
L21B	1 Bedroom	496	.398860	.007670	.008864
L22A	1 Bedroom	849	.682725	.0131290	.015172
L22B	1 Bedroom	496	.398860	.007670	.008864
L23A	1 Bedroom	849	.682725	.0131290	.015172
L23B	1 Bedroom	496	.398860	.007670	.008864
L24A	2 Bedroom	1,080	.868475	.016701	.019299
L24B	2 Bedroom	1,080	.868475	.016701	.019299
L25A	1 Bedroom	849	.682725	.0131290	.015172
L25B	1 Bedroom	496	.398860	.007670	.008864
L26A	1 Bedroom	849	.682725	.0131290	.015172
L26B	1 Bedroom	496	.398860	.007670	.008864
L27A	1 Bedroom	849	.682725	.0131290	.015172
L27B	1 Bedroom	496	.398860	.007670	.008864
L28A	1 Bedroom	849	.682725	.0131290	.015172
L28B	1 Bedroom	496	.398860	.007670	.008864
L29A	2 Bedroom	1,080	.868475	.016701	.019299
L29B	2 Bedroom	1,080	.868475	.016701	.019299
L30A	1 Bedroom	849	.682725	.0131290	.015172
L30B	1 Bedroom	496	.398860	.007670	.008864
L31A	1 Bedroom	849	.682725	.0131290	.015172
L31B	1 Bedroom	496	.398860	.007670	.008864
			99.999600	1.923061	2.222238
			99.999600 (1) (shares/units)	99.999172 (52) (shares/units)	100.000710 (45) (shares/units)

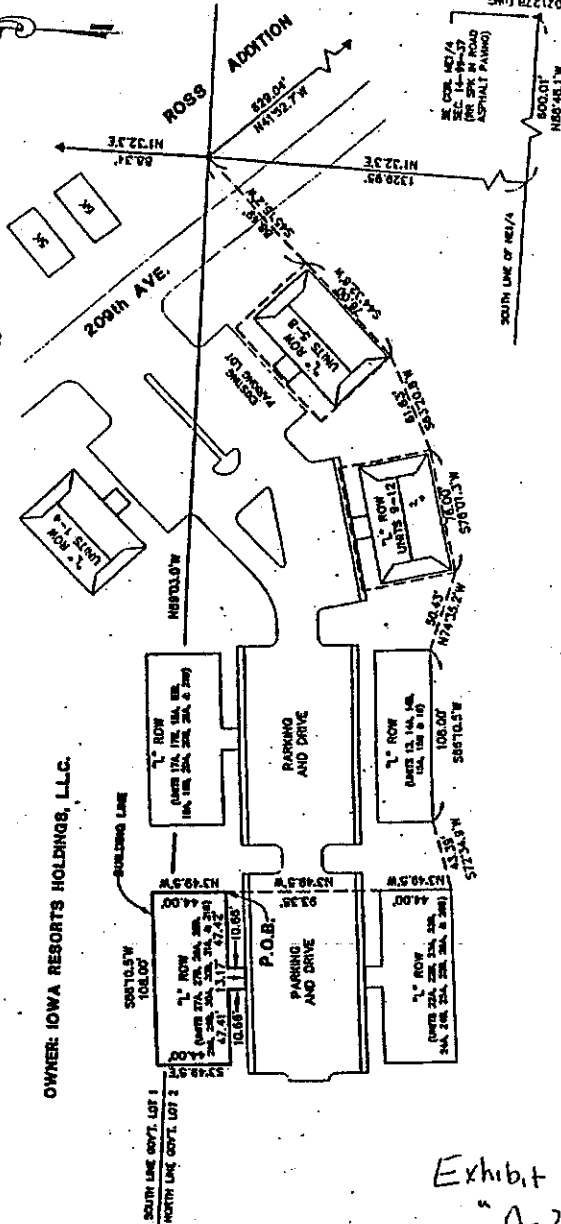
The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, and XXII consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

H:_00900\00938\0000001\938-1 Amendments\D\sun-exha.22.wpd

EXHIBIT A-2

1. ROW UNITS 27A, 27B, 28A, 28B, 29A, 29B, 30A, 30B, 31A, & 31B
 A TWO STORY WOOD FRAME STRUCTURE IN GOVERNMENTS LOT 1 & 2 IN THE NORTHEAST QUARTER OF SECTION 14,
 TOWNSHIP 99 NORTH, RANGE 12 WEST OF THE 9th P.M., DICKINSON COUNTY, IOWA. THE BUILDING LINE ENCLOSURE OF SAID
 STRUCTURE MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 88°46.1'
 WEST 80.01 FEET ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 130.3° EAST 125.95 FEET TO
 THE NORTHERLY LINE OF SAID GOVERNMENT LOT 1; THENCE SOUTH 45°18.2' WEST 85.48 FEET; THENCE SOUTH 143°22.6' WEST
 78.00 FEET; THENCE SOUTH 67°01.5' WEST 81.43 FEET; THENCE SOUTH 78°01.5' WEST 70.00 FEET; THENCE NORTH 74°38.2'
 348.5' WEST 137.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 348.5' WEST 44.00 FEET; THENCE SOUTH
 87°01.5' WEST 108.00 FEET; THENCE SOUTH 379.5' EAST 44.00 FEET; THENCE NORTH 86°10.5' EAST 47.41 FEET; THENCE SOUTH
 SOUTH 348.5' EAST 108.00 FEET; THENCE NORTH 87°01.5' EAST 117 FEET; THENCE NORTH 348.5' WEST 108.00 FEET; THENCE
 NORTH 87°01.5' EAST 47.42 FEET TO THE POINT OF BEGINNING.

OWNER: IOWA RESORTS HOLDINGS, L.L.C.



GRAPHIC SCALE



LEGEND

▲ FOUND 5/8" YELLOW CURVED REBAR LS #0017
 (UNLESS OTHERWISE NOTED)

Exhibit
 "A-2"

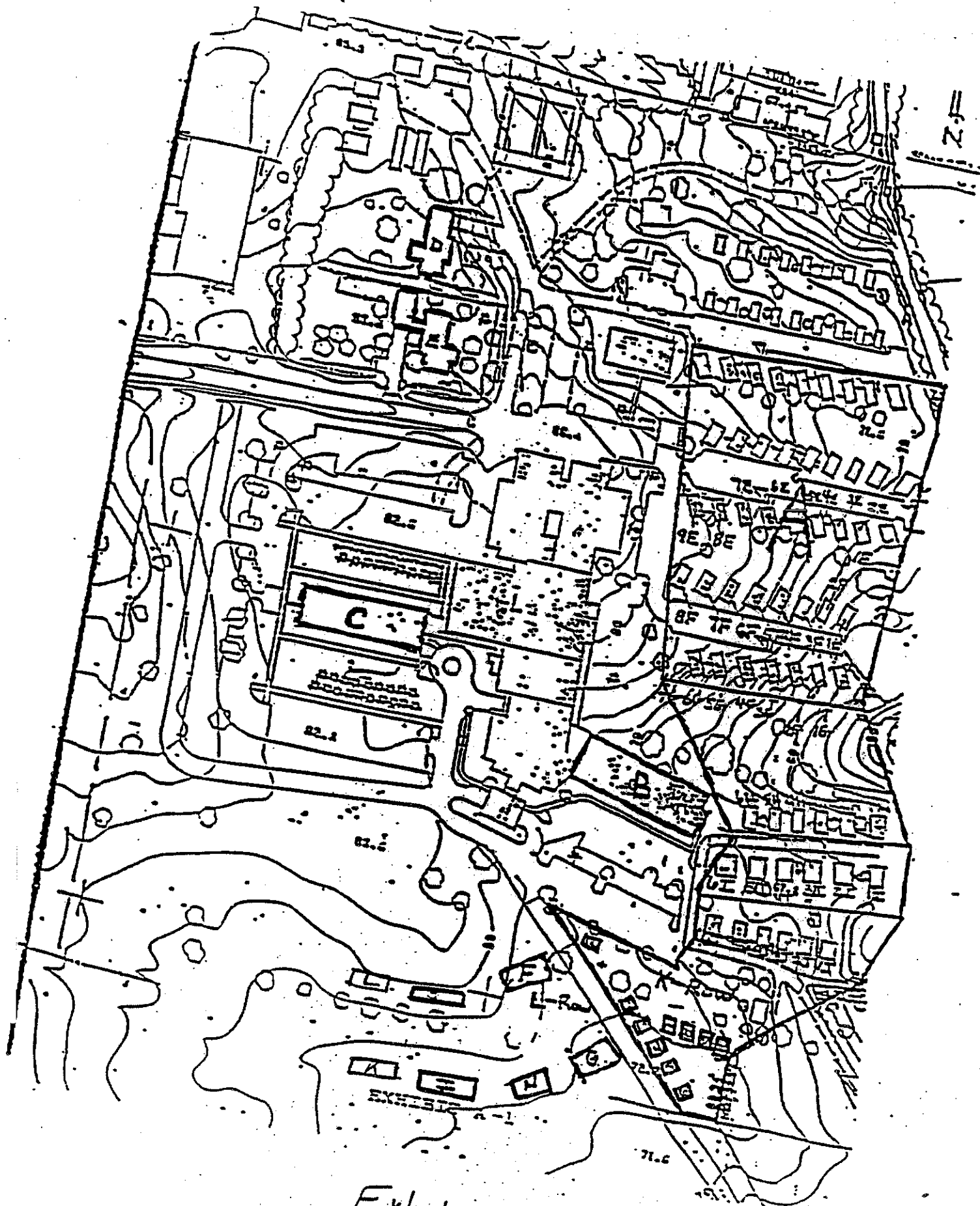
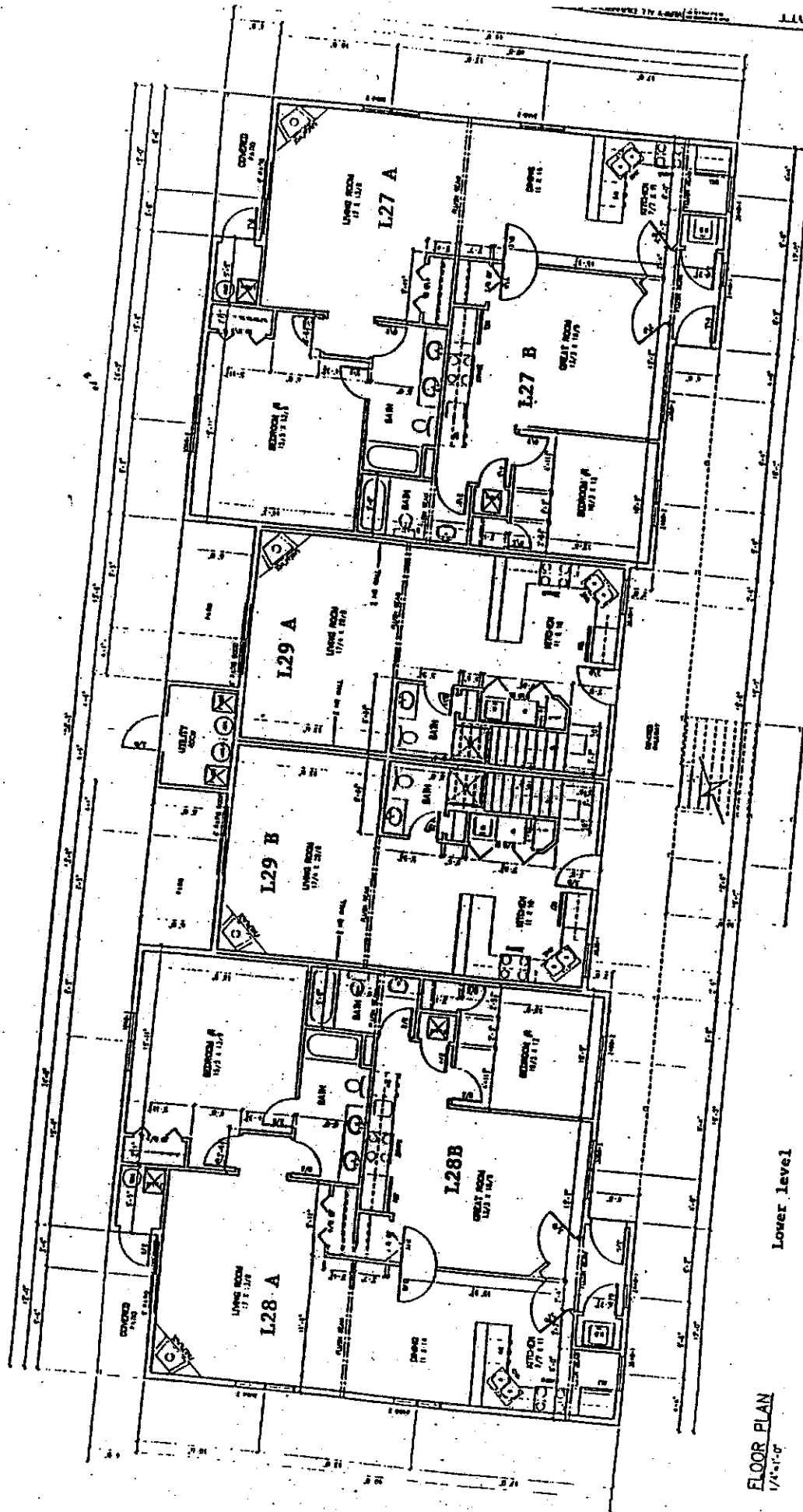


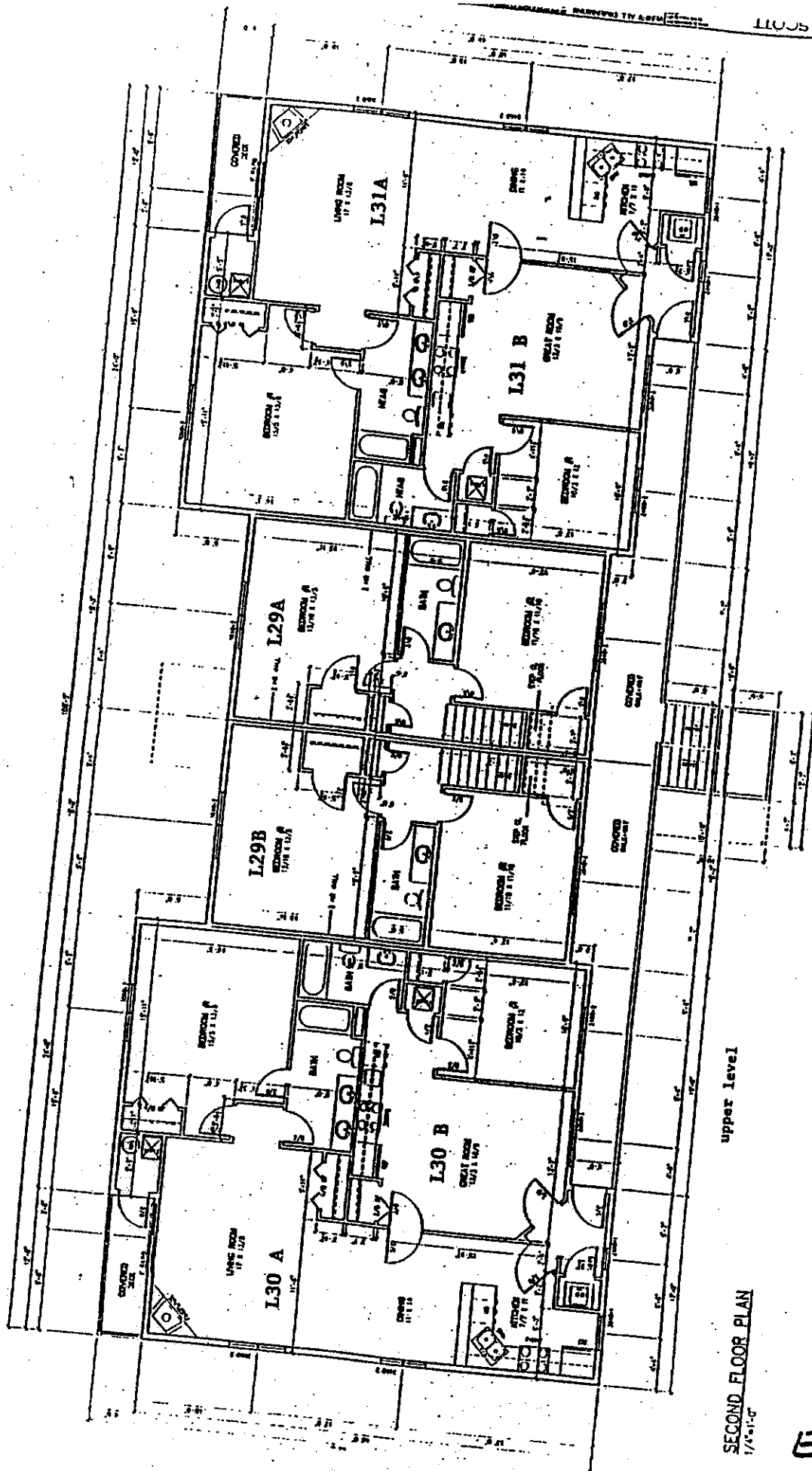
Exhibit A-1



FLOOR PLAN
1/16" = 1'-0"

Lower level

Exhibit
"A-15"



upper level

SECOND FLOOR PLAN
1/4"=1'-0"

Exhibit
"A-15"

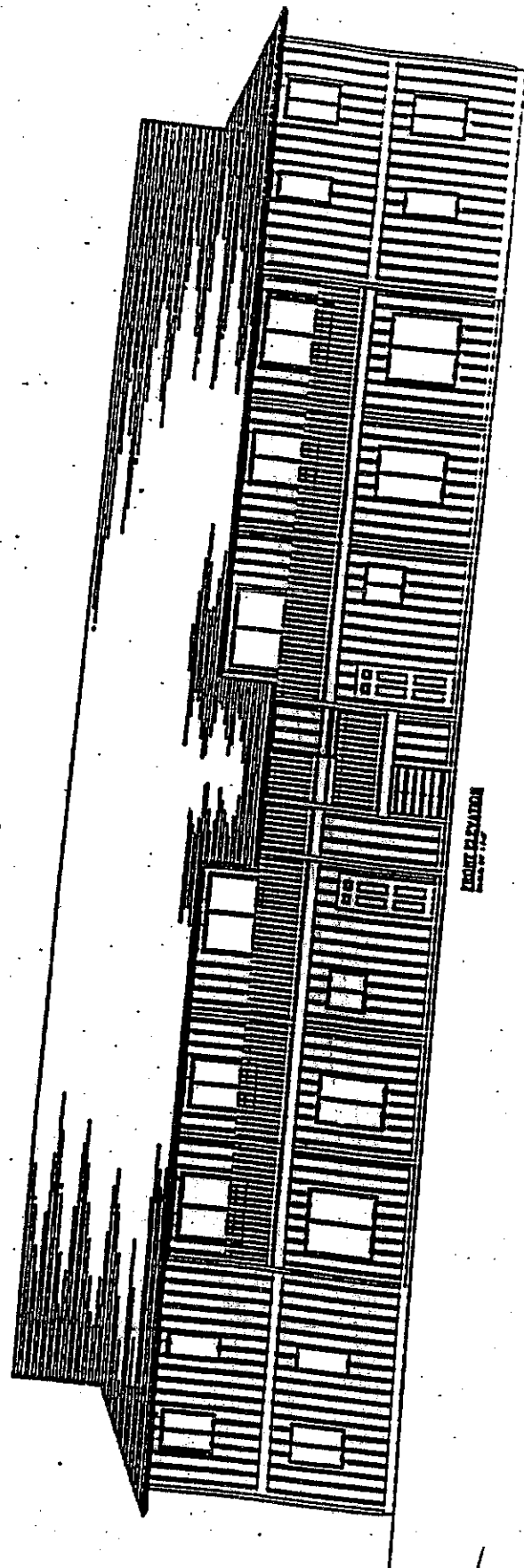
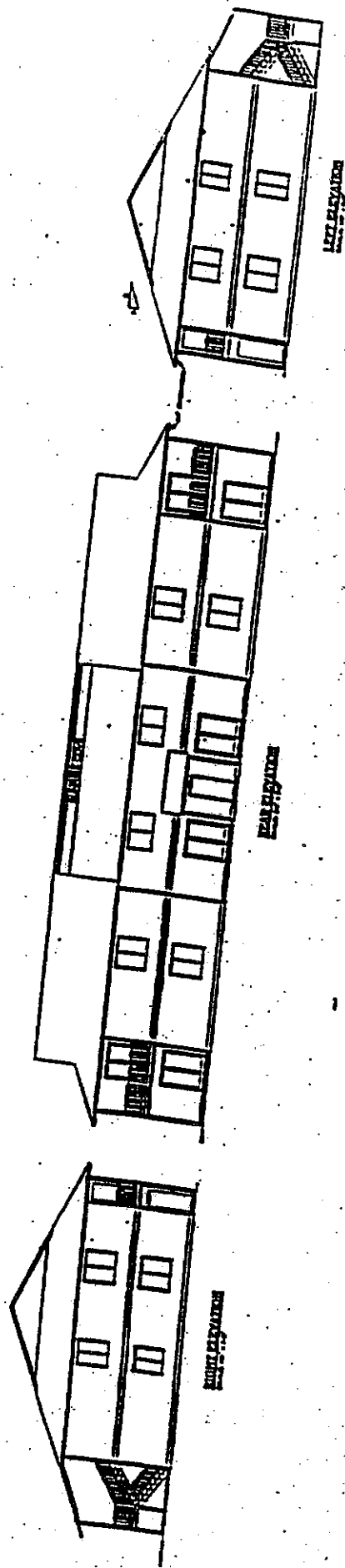


Exhibit
A-9C

EXHIBIT "B"
LIMITED COMMON ELEMENTS

The limited common elements for Units L27A, 28A, 29A, 29B, 30A, and 31A, are areas of outside patios or covered deck areas.

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RECORDED
FEE \$ 9.00

**AMENDMENT TO
TWENTY-SECOND AMENDMENT
TO DECLARATION OF TIME-SHARE PROGRAM
FOR SUNRISE COVE**

IOWA RESORT HOLDINGS, L.C., an Iowa limited liability company, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this amendment to the Twenty-second Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, a Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office, a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office, a Eleventh Amendment dated January 24, 1995, and filed January 26, 1995 at Misc Record 8, Page 9, Dickinson County Recorder's Office, a Twelfth Amendment dated October 17, 1995, and filed October 18, 1995 at Misc Record 8, Page 645, Dickinson County Recorder's Office, and re-recorded to correct an error in square footage on January 8, 1996, at Misc Record 8, Page 815, Dickinson County Recorder's Office, a Thirteenth Amendment dated June 10, 1997, and filed June 12, 1997 at Book 10, page 499, Dickinson County Recorder's Office, a Fourteenth Amendment dated July 22, 1998, and filed July 24, 1998 at Book 12, page 361, Dickinson County Recorder's Office a Fifteenth Amendment dated October 31,

1998, and filed November 17, 1998 at Book 12, page 795, Dickinson County Recorder's Office, a Sixteenth Amendment dated February 17, 1999 and filed March 11, 1999 at Book 13, page 01, Dickinson County Recorder's office, a Sixteenth Amendment (Restated) dated April 28, 1999 and filed May 3, 1999 at Book 13, page 163, Dickinson County Recorder's office, a Seventeenth Amendment dated July 26, 2000 and filed August 3, 2000 at Book 15, page 27, Dickinson County Recorder's Office, a Eighteenth Amendment dated August 3, 2000 and filed August 4, 2000, at Book 15, Page 225, Dickinson County Recorder's Office, a Nineteenth Amendment dated May 31, 2001, and filed June 4, 2001, at Book 16, Page 763, Dickinson County Recorder's Office, a Twentieth Amendment dated September 21, 2001, and filed September 24, 2001, at Book 17, Page 447, Dickinson County Recorder's Office, a Twenty-first Amendment dated June 28, 2002, and filed July 1, 2002, at Book 18, Page 559, Dickinson County Recorder's Office, and a Twenty-second Amendment dated January 21, 2003, and filed January 24, 2003, at Book 19, Page 391, Dickinson County Recorder's Office. This amendment to the Twenty-second Amendment is being made pursuant to Article XXI. This amendment to the Twenty-second Amendment modifies the submitted property as fully set out in Exhibit "A".

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase XXII amended;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such non-exclusive easements over, under and upon the Time-share

Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase XXII amended, the definitions of "Day", Section II(10), and "Unit Week", Section II(31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Friday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Friday.

B. Unit Week #1 is the seven (7) days commencing on the first Sunday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Sunday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

III. The Limited Common Elements for the Phase XXII amended units are identified on Exhibit "B."

This amendment to the Twenty-second Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, Sixteenth Amendment, Sixteenth Amendment

Restated, Seventeenth Amendment, Eighteenth Amendment, Nineteenth Amendment, Twentieth Amendment, Twenty-first Amendment, or Twenty-second Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

The Twenty-second Amendment is being amended to remove four (4) one bedroom units and one (1) two bedroom unit of the Boji Suites that were shown on the original filed Twenty-Second Amendment. Those units should not have been shown.

IN WITNESS WHEREOF, Iowa Resort Holdings, L.C., an Iowa limited liability company, has signed its name by its proper officer, this 16 day of MAY, 2003.

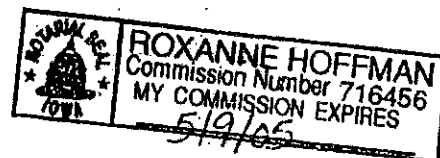
IOWA RESORT HOLDINGS, L.C.

BY: [Signature]
Mike Hoeppner, Manager

State of Iowa, Dickinson County, ss.

On this 16 day of May, 2003, before me, a Notary Public in and for the said State, personally appeared Mike Hoeppner, to me personally known, who being by me duly sworn did say that that person is Manager of Iowa Resort Holdings, L.C., that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members, and the said Mike Hoeppner acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Roxanne Hoffman
Notary Public in and for said State



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EXHIBIT "A"
PROPERTY INFORMATION

Phase XXII of Sunrise Cove is being amended to remove four (4) one bedroom units of the 'Boji Suites that were shown on the original filed Twenty-Second Amendment. The amended Phase XXII consists of one new two story building of 'Boji Suites, having four (4) one bedroom units and two (2) two bedroom units, to be built at Village West Resort on West Lake Okoboji, Dickinson County, Iowa.

All units will be located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area L shows the general location of the building to be constructed and identified below is the exact location of Units L28A, L28B, L29A, L29B, L30A, L30B in the building which is being submitted at this time. The legal description of the buildings are set out on Exhibit A-2.

Four (4) one bedroom units and two (2) two bedroom units are being added. The four (4) one bedroom units and two (2) two bedroom units will be located in Area L, shown on Exhibit A-1. Units L28A, L28B, L30A, L30B are one story units. Unit L29A and L29B are two story units. Exhibit A-15 identifies the type of floor plan to be used in these units. Exhibit A-15 also includes Units L27A, L27B, L31A, and L31B that are not being completed and released at this time. The building elevation for the buildings is shown on Exhibit A-9C attached to this Amendment. A general location description of the units are as follows:

Unit L28A is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, sixth unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L28B is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, fifth unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L29A is a two bedroom two story suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, third unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L29B is a two bedroom two story suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, fourth unit from the east side. This unit will have a kitchen area, living room, two bedrooms and two bathrooms, with a total living area of approximately 1,080 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L30A is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, sixth unit from the east side on the upper level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L30B is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, fifth unit from the east side on the upper level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

The 'Boji Suites contain similar furnishings to those included in the original Declaration.

The one hundred sixty-eight (168) units now submitted under Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, and amended XXII have the following square footage and at this time have the proportionate interest in the Common Elements set forth below dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

Unit	Type	Square Footage	Entire Unit % Interest	Floating Time Time Share Estate	Fixed Time Time Share Estate
	Mansion	1,612	1.325000	.025480	.029444
	Rustic Cabin	2,008	1.650400	.031739	.036676
1E	Townhouse	855	.702752	.013515	.015617
2E	Townhouse	855	.702752	.013515	.015617
3E	Townhouse	855	.702752	.013515	.015617
4E	Townhouse	855	.702752	.013515	.015617
5E	Townhouse	855	.702752	.013515	.015617
6E	Townhouse	855	.702752	.013515	.015617

7E	Townhouse	855	.702752	.013515	.015617
8E	Townhouse	855	.702752	.013515	.015617
9E	Townhouse	855	.702752	.013515	.015617
1F	Townhouse	855	.702752	.013515	.015617
2F	Townhouse	855	.702752	.013515	.015617
3F	Townhouse	855	.702752	.013515	.015617
4F	Townhouse	855	.702752	.013515	.015617
5F	Townhouse	855	.702752	.013515	.015617
6F	Townhouse	855	.702752	.013515	.015617
7F	Townhouse	855	.702752	.013515	.015617
8F	Townhouse	855	.702752	.013515	.015617
1G	Townhouse	855	.702752	.013515	.015617
2G	Townhouse	855	.702752	.013515	.015617
3G	Townhouse	855	.702752	.013515	.015617
4G	Townhouse	855	.702752	.013515	.015617
5G	Townhouse	855	.702752	.013515	.015617
6G	Townhouse	855	.702752	.013515	.015617
7G	Townhouse	855	.702752	.013515	.015617
1H	Townhouse	855	.702752	.013515	.015617
2H	Townhouse	855	.702752	.013515	.015617
3H	Townhouse	855	.702752	.013515	.015617
4H	Townhouse	855	.702752	.013515	.015617
5H	Townhouse	855	.702752	.013515	.015617
6H	Townhouse	855	.702752	.013515	.015617
1I	Townhouse	855	.702752	.013515	.015617
2I	Townhouse	855	.702752	.013515	.015617
3I	Townhouse	855	.702752	.013515	.015617
4I	Townhouse	855	.702752	.013515	.015617
5I	Townhouse	855	.702752	.013515	.015617
6I	Townhouse	855	.702752	.013515	.015617
1J	Townhouse	855	.702752	.013515	.015617

2J	Townhouse	855	.702752	.013515	.015617
3J	Townhouse	855	.702752	.013515	.015617
4J	Townhouse	855	.702752	.013515	.015617
5J	Townhouse	855	.702752	.013515	.015617
6J	Townhouse	855	.702752	.013515	.015617
1K	Townhouse	855	.702752	.013515	.015617
2K	Townhouse	855	.702752	.013515	.015617
3K	Townhouse	855	.702752	.013515	.015617
4K	Townhouse	855	.702752	.013515	.015617
5K	Townhouse	855	.702752	.013515	.015617
6K	Townhouse	855	.702752	.013515	.015617
7K	Townhouse	855	.702752	.013515	.015617
8K	Townhouse	855	.702752	.013515	.015617
9K	Townhouse	855	.702752	.013515	.015617
10K	Townhouse	855	.702752	.013515	.015617
401	Studio	342	.28110	.005406	.006247
403	Spa Studio	684	.562200	.010811	.012493
405	Spa Studio	684	.562200	.010811	.012493
407	Studio	342	.28110	.005406	.006247
408	Studio	342	.28110	.005406	.006247
409	Studio	342	.28110	.005406	.006247
410	Studio	342	.28110	.005406	.006247
411	Studio	342	.28110	.005406	.006247
412	Studio	342	.28110	.005406	.006247
413	Studio	342	.28110	.005406	.006247
414	Studio	342	.28110	.005406	.006247
415	Studio	342	.28110	.005406	.006247
416	Studio	342	.28110	.005406	.006247
417	Studio	342	.28110	.005406	.006247
418	Studio	342	.28110	.005406	.006247
419	Studio	342	.28110	.005406	.006247

420	Studio	342	.28110	.005406	.006247
509	Studio	342	.28110	.005406	.006247
510	Studio	342	.28110	.005406	.006247
511	Studio	342	.28110	.005406	.006247
512	Studio	342	.28110	.005406	.006247
101	Spa Suite	662.5	.554540	.010664	.012323
103	Spa Suite	662.5	.554540	.010664	.012323
105	Spa Suite	662.5	.554540	.010664	.012323
109	Spa Suite	662.5	.554540	.010664	.012323
116	Spa Suite	662.5	.554540	.010664	.012323
201/203	1 Bedroom	684	.562200	.010812	.012493
204/206	1 Bedroom	684	.562200	.010812	.012493
205/207	1 Bedroom	684	.562200	.010812	.012493
208/210	1 Bedroom	684	.562200	.010812	.012493
209/211	1 Bedroom	684	.562200	.010812	.012493
212/214	1 Bedroom	684	.562200	.010812	.012493
215/217	1 Bedroom	684	.562200	.010812	.012493
216/218	1 Bedroom	684	.562200	.010812	.012493
501/503	1 Bedroom	684	.562200	.010812	.012493
502/504	1 Bedroom	684	.562200	.010812	.012493
505/507	1 Bedroom	684	.562200	.010812	.012493
506/508	1 Bedroom	684	.562200	.010812	.012493
513/515	1 Bedroom	684	.562200	.010812	.012493
514/516	1 Bedroom	684	.562200	.010812	.012493
517/519	1 Bedroom	684	.562200	.010812	.012493
518/520	1 Bedroom	684	.562200	.010812	.012493
521/523	1 Bedroom	684	.562200	.010812	.012493
522/524	1 Bedroom	684	.562200	.010812	.012493
601/603	1 Bedroom	684	.562200	.010812	.012493
605/607	1 Bedroom	684	.562200	.010812	.012493
606	Studio	342	.28110	.005406	.006247

608	Studio	342	.28110	.005406	.006247
609	Executive Studio	422	.346850	.006670	.007708
610	Studio	342	.28110	.005406	.006247
611	Executive Studio	422	.346850	.006670	.007708
612	Studio	342	.28110	.005406	.006247
613/615	1 Bedroom	684	.562200	.010812	.012493
614/616	1 Bedroom	684	.562200	.010812	.012493
617/619	1 Bedroom	684	.562200	.010812	.012493
618/620	1 Bedroom	684	.562200	.010812	.012493
621/623	1 Bedroom	684	.562200	.010812	.012493
622/624	1 Bedroom	684	.562200	.010812	.012493
L1(A)	1 Bedroom	884	.726600	.013973	.016147
L2(A)	1 Bedroom	884	.726600	.013973	.016147
L3(A)	1 Bedroom	884	.726600	.013973	.016147
L4(A)	1 Bedroom	884	.726600	.013973	.016147
L1(B)	Studio	408	.335350	.006450	.007452
L2(B)	Studio	408	.335350	.006450	.007452
L3(B)	Studio	408	.335350	.006450	.007452
L4(B)	Studio	408	.335350	.006450	.007452
L5(A)	1 Bedroom	849	.697822	.013420	.015507
L6(A)	1 Bedroom	849	.697822	.013420	.015507
L7(A)	1 Bedroom	849	.697822	.013420	.015507
L8(A)	1 Bedroom	849	.697822	.013420	.015507
L5(B)	1 Bedroom	496	.407678	.007840	.009060
L6(B)	1 Bedroom	496	.407678	.007840	.009060
L7(B)	1 Bedroom	496	.407678	.007840	.009060
L8(B)	1 Bedroom	496	.407678	.007840	.009060
L9(A)	1 Bedroom	849	.697822	.013420	.015507
L10(A)	1 Bedroom	849	.697822	.013420	.015507
L11(A)	1 Bedroom	849	.697822	.013420	.015507
L12(A)	1 Bedroom	849	.697822	.013420	.015507

L9(B)	1 Bedroom	496	.407678	.007840	.009060
L10(B)	1 Bedroom	496	.407678	.007840	.009060
L11(B)	1 Bedroom	496	.407678	.007840	.009060
L12(B)	1 Bedroom	496	.407678	.007840	.009060
L13	2 Bedroom	1,080	.887683	.017071	.019726
L14A	2 Bedroom	1,080	.887683	.017071	.019726
L14B	2 Bedroom	1,080	.887683	.017071	.019726
L15A	2 Bedroom	1,080	.887683	.017071	.019726
L15B	2 Bedroom	1,080	.887683	.017071	.019726
L16	2 Bedroom	1,080	.887683	.017071	.019726
L17A	1 Bedroom	849	.697822	.013420	.015507
L17B	1 Bedroom	496	.407678	.007840	.009060
L18A	1 Bedroom	849	.697822	.013420	.015507
L18B	1 Bedroom	496	.407678	.007840	.009060
L19A	2 Bedroom	1,116	.917300	.017640	.020384
L19B	2 Bedroom	1,116	.917300	.017640	.020384
L20A	1 Bedroom	849	.697822	.013420	.015507
L20B	1 Bedroom	496	.407678	.007840	.009060
L21A	1 Bedroom	849	.697822	.013420	.015507
L21B	1 Bedroom	496	.407678	.007840	.009060
L22A	1 Bedroom	849	.697822	.013420	.015507
L22B	1 Bedroom	496	.407678	.007840	.009060
L23A	1 Bedroom	849	.697822	.013420	.015507
L23B	1 Bedroom	496	.407678	.007840	.009060
L24A	2 Bedroom	1,080	.887675	.017071	.019726
L24B	2 Bedroom	1,080	.887675	.017071	.019726
L25A	1 Bedroom	849	.697822	.013420	.015507
L25B	1 Bedroom	496	.407678	.007840	.009060
L26A	1 Bedroom	849	.697822	.013420	.015507
L26B	1 Bedroom	496	.407678	.007840	.009060
L28A	1 Bedroom	849	.697822	.013420	.015507
L28B	1 Bedroom	496	.407678	.007840	.009060
L29AB	2 Bedroom	1,080	.887675	.017071	.019726

L29B	2 Bedroom	1,080	.887675	.017071	.019726
L30A	1 Bedroom	849	.697822	.013420	.015507
L30B	1 Bedroom	496	.407678	.007840	.009060
			100.050002	1.924093	2.22335
			100.050002 (1) (shares/units)	100.052836 (52) (shares/units)	100.050750 (45) (shares/units)

The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, and XXIII amended consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

STATE OF IOWA } ss.
Dickinson County }
Entered for taxation this 15
day of August 2003

03 7073

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547

by Nancy Reimer County Auditor
Deputy

**TWENTY-THIRD AMENDMENT
TO DECLARATION OF TIME-SHARE PROGRAM
FOR SUNRISE COVE**

9600

IOWA RESORT HOLDINGS, L.C., an Iowa limited liability company, (hereinafter referred to as "Developer") for itself, its successors, grantees and assigns, does hereby make, declare and publish its intention to submit and does hereby submit the property hereinafter described to time-share estate ownership and use in accordance with Chapter 557A, Code of Iowa (hereinafter referred to as the "Iowa Time-share Act"), as follows:

All Exhibits referred to below are hereby incorporated by reference and made a part of this Twenty-third Amendment of Declaration of Time-share Program as if fully and completely set forth in the text hereof.

This Amendment is made to a Declaration of Time-share Program for Sunrise Cove recorded at Miscellaneous Book 2, Page 167, Instrument No. 3403, Dickinson County Recorder's office on March 29, 1989, a First Amendment dated July 11, 1989 and filed July 12, 1989, at Miscellaneous Record 2, Page 511, Dickinson County Recorder's office, a Second Amendment dated September 6, 1989, and filed September 11, 1989 at Miscellaneous Record 2, Page 797, Dickinson County Recorder's office, a Third Amendment dated May 14, 1990 and filed May 25, 1990 at Miscellaneous Record 3, Page 373, Dickinson County Recorder's Office, a Fourth Amendment dated July 31, 1992, and filed July 31, 1992, at Miscellaneous Record 4, Page 693, Dickinson County Recorder's office, a Fifth Amendment dated February 7, 1992, and filed at Miscellaneous Record 5, Page 219, Dickinson County Recorder's Office, a Sixth Amendment dated July 23, 1992 and filed at Miscellaneous Record 5, Page 717, Dickinson County Recorder's Office, a Seventh Amendment dated February 25, 1993 and filed March 1, 1993 at Miscellaneous Record 6, Page 217, Dickinson County Recorder's Office, a Eighth Amendment dated June 30, 1993 and filed June 30, 1993 at Miscellaneous Record 6, Page 535, Dickinson County Recorder's Office, a Ninth Amendment dated September 23, 1993 and filed October 5, 1993 at Miscellaneous Record 6, Page 781, Dickinson County Recorder's Office, a Tenth Amendment dated August 24, 1994 and filed September 9, 1994 at Miscellaneous Record 7, Page 577, Dickinson County Recorder's Office, a Eleventh Amendment dated January 24, 1995, and filed January 26, 1995 at Misc Record 8, Page 9, Dickinson County Recorder's Office, a Twelfth Amendment dated October 17, 1995, and filed October 18, 1995 at Misc Record 8, Page 645, Dickinson County Recorder's Office, and re-recorded to correct an error in square footage on January 8, 1996, at Misc Record 8, Page 815, Dickinson County Recorder's Office, a Thirteenth Amendment dated June 10, 1997, and filed June 12, 1997 at Book 10, page 499, Dickinson County Recorder's Office, a Fourteenth Amendment dated July 22, 1998, and filed July 24, 1998 at Book 12, page 361, Dickinson County Recorder's Office a Fifteenth Amendment dated October 31,

1998. and filed November 17, 1998 at Book 12, page 795, Dickinson County Recorder's Office, a Sixteenth Amendment dated February 17, 1999 and filed March 11, 1999 at Book 13, page 01, Dickinson County Recorder's office, a Sixteenth Amendment (Restated) dated April 28, 1999 and filed May 3, 1999 at Book 13, page 163, Dickinson County Recorder's office, a Seventeenth Amendment dated July 26, 2000 and filed August 3, 2000 at Book 15, page 27, Dickinson County Recorder's Office, a Eighteenth Amendment dated August 3, 2000 and filed August 4, 2000, at Book 15, Page 225, Dickinson County Recorder's Office, a Nineteenth Amendment dated May 31, 2001, and filed June 4, 2001, at Book 16, Page 763, Dickinson County Recorder's Office, a Twentieth Amendment dated September 21, 2001, and filed September 24, 2001, at Book 17, Page 447, Dickinson County Recorder's Office, a Twenty-first Amendment dated June 28, 2002, and filed July 1, 2002, at Book 18, Page 559, Dickinson County Recorder's Office, Twenty-second Amendment dated January 21, 2003, and filed January 24, 2003, at Book 19, Page 391, Dickinson County Recorder's Office, and the amendment to Twenty-second amendment dated May 16, 2003, and filed May 22, 2003, at Book 20, Page 145, Dickinson County Recorder's Office. This Twenty-third Amendment is being made pursuant to Article XXI. This Twenty-third Amendment modifies the submitted property as fully set out in Exhibit "A".

I. Pursuant to the Iowa Time-share Act, the Developer hereby submits the following property to Time-share Estate ownership (hereinafter referred to as the "Time-share Property"):

A. The real property designated and described in Exhibit A hereto and the improvements thereon as of the date of this Declaration of Time-share Program as Phase XXIII amended;

B. The Time-share Property described above shall be subject to the following:

1. Reserved easements as follows:

(a) The Developer hereby reserves to itself, its licensees, lessees, affiliates, grantees, designees, successors and assigns, such easements over, under and upon the Time-share Property hereinabove described as may become necessary for the purpose of servicing any other contiguous property, with utility services and drainage (including installation, operation and maintenance), provided that such easements do not interfere with the reasonable use by the owners of the Time-share Property;

(b) The Developer reserves to itself, its designees, successors, affiliates, grantees, assigns, licensees, invitees and guests, such

non-exclusive easements over, under and upon the Time-share Property as are necessary for vehicular and pedestrian traffic and parking by the Developer, its designees, successors, affiliates, grantees, assigns, licensees, lessees, invitees and guests, which easements may be, but are not required to be, more specifically described in the future;

(c) The Developer reserves unto itself the specific right and power to grant easements over and/or use rights in any of the Common Elements of the Time-share Property to be used for, by, or in connection with any other Time-share Program or commonly administered property now existing or hereafter created on the property which now is or may become part of the Time-share Property or which is or may be contiguous to the Time-share Property.

2. Conditions, limitations, restrictions, reservations, all matters of record, if any, taxes, and applicable zoning ordinances now existing or which may hereafter exist.

II. For purposes of Phase XXIII, the definitions of "Day", Section II(10), and "Unit Week", Section II(31), are amended, as allowed in the definitions as follows:

A. Day #1 is a twenty-four (24) hour period of time commencing on Friday at 10 a.m. Central Standard Time (or Central Daylight Time depending on the time of year) and ending at 10 a.m. C.S.T. (or C.D.T.) on Friday.

B. Unit Week #1 is the seven (7) days commencing on the first Sunday in a calendar year with Day #1 and continuing through Day #7. A Unit Week runs from 10 a.m. on the first Sunday of the Unit Week purchased.

All other terms of these definitions remain the same unless contrary to these amendments.

III. The Limited Common Elements for the Phase XXIII units are identified on Exhibit "B."

This Twenty-third Amendment is a supplement to and not a replacement of the original Declaration or First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, Sixteenth Amendment, Sixteenth Amendment Restated, Seventeenth

Amendment, Eighteenth Amendment, Nineteenth Amendment, Twentieth Amendment, Twenty-first Amendment, Twenty-second Amendment, or Amendment to Twenty-second Amendment as filed unless specifically noted herein. All terms and phrases shall mean the same as in the original Declaration.

IN WITNESS WHEREOF, Iowa Resort Holdings, L.C., an Iowa limited liability company, has signed its name by its proper officer, this 7th day of August, 2003.

IOWA RESORT HOLDINGS, L.C.

BY: [Signature]
Mike Hoepfner, Manager

State of Iowa, Dickinson County, ss.

On this 7th day of August, 2003, before me, a Notary Public in and for the said State, personally appeared Mike Hoepfner, to me personally known, who being by me duly sworn did say that that person is Manager of Iowa Resort Holdings, L.C., that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members, and the said Mike Hoepfner acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

[Signature]
Notary Public in and for said State

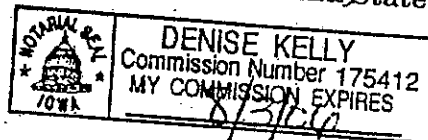


EXHIBIT "A"
PROPERTY INFORMATION

Phase XXIII of Sunrise Cove is consists of four (4) one bedroom units located in the two story building of 'Boji Suites' to be built at Village West Resort on West Lake Okoboji, Dickinson County, Iowa,

All units will be located at Village West Resort. Attached as Exhibit A-1 is an overview of the facility. Area L shows the general location of the building to be constructed and identified below is the exact location of Units L27A, L27B, L31A, L31B in the building which is being submitted at this time. The legal description of the buildings are set out on Exhibit A-2.

Four (4) one bedroom units are being added. The four (4) one bedroom units will be located in Area L, shown on Exhibit A-1. Units L27A, L27B, L31A, L31B are one story units. Exhibit A-15 identifies the type of floor plan to be used in these units. Exhibit A-15 also includes Units L28A, L28B, L29A, L29B, L30A, and L30B that were released in a prior amendment. The building elevation for the buildings is shown on Exhibit A-9C attached to this Amendment. A general location description of the units are as follows:

Unit L27A is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, first unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L27B is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, second unit from the east side on the lower level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L31A is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, first unit from the east side on the upper level. This unit will have a kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 849 square feet. It will have direct access to the common area surrounding 'Boji Suites.

Unit L31B is a one bedroom suite located in the third building West of 209th Ave. on the north side of the access road, as part of 'Boji Suites, second unit from the east side on the upper level. This unit will have a

kitchen area, living room, one bedroom and one bathroom, with a total living area of approximately 496 square feet. It will have direct access to the common area surrounding 'Boji Suites.

The 'Boji Suites contain similar furnishings to those included in the original Declaration.

The one hundred seventy-two (172) units now submitted under Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, amended XXII, and XXIII have the following square footage and at this time have the proportionate interest in the Common Elements set forth below dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

Unit	Type	Square Footage	Entire Unit % Interest	Floating Time Time Share Estate	Fixed Time Time Share Estate
	Mansion	1,612	1.296300	.024929	.028807
	Rustic Cabin	2,008	1.614700	.031052	.035882
1E	Townhouse	855	.687550	.013222	.015279
2E	Townhouse	855	.687550	.013222	.015279
3E	Townhouse	855	.687550	.013222	.015279
4E	Townhouse	855	.687550	.013222	.015279
5E	Townhouse	855	.687550	.013222	.015279
6E	Townhouse	855	.687550	.013222	.015279
7E	Townhouse	855	.687550	.013222	.015279
8E	Townhouse	855	.687550	.013222	.015279
9E	Townhouse	855	.687550	.013222	.015279
1F	Townhouse	855	.687550	.013222	.015279
2F	Townhouse	855	.687550	.013222	.015279
3F	Townhouse	855	.687550	.013222	.015279
4F	Townhouse	855	.687550	.013222	.015279
5F	Townhouse	855	.687550	.013222	.015279
6F	Townhouse	855	.687550	.013222	.015279
7F	Townhouse	855	.687550	.013222	.015279
8F	Townhouse	855	.687550	.013222	.015279
1G	Townhouse	855	.687550	.013222	.015279

2G	Townhouse	855	.687550	.013222	.015279
3G	Townhouse	855	.687550	.013222	.015279
4G	Townhouse	855	.687550	.013222	.015279
5G	Townhouse	855	.687550	.013222	.015279
6G	Townhouse	855	.687550	.013222	.015279
7G	Townhouse	855	.687550	.013222	.015279
1H	Townhouse	855	.687550	.013222	.015279
2H	Townhouse	855	.687550	.013222	.015279
3H	Townhouse	855	.687550	.013222	.015279
4H	Townhouse	855	.687550	.013222	.015279
5H	Townhouse	855	.687550	.013222	.015279
6H	Townhouse	855	.687550	.013222	.015279
1I	Townhouse	855	.687550	.013222	.015279
2I	Townhouse	855	.687550	.013222	.015279
3I	Townhouse	855	.687550	.013222	.015279
4I	Townhouse	855	.687550	.013222	.015279
5I	Townhouse	855	.687550	.013222	.015279
6I	Townhouse	855	.687550	.013222	.015279
1J	Townhouse	855	.687550	.013222	.015279
2J	Townhouse	855	.687550	.013222	.015279
3J	Townhouse	855	.687550	.013222	.015279
4J	Townhouse	855	.687550	.013222	.015279
5J	Townhouse	855	.687550	.013222	.015279
6J	Townhouse	855	.687550	.013222	.015279
1K	Townhouse	855	.687550	.013222	.015279
2K	Townhouse	855	.687550	.013222	.015279
3K	Townhouse	855	.687550	.013222	.015279
4K	Townhouse	855	.687550	.013222	.015279
5K	Townhouse	855	.687550	.013222	.015279
6K	Townhouse	855	.687550	.013222	.015279
7K	Townhouse	855	.687550	.013222	.015279

8K	Townhouse	855	.687550	.013222	.015279
9K	Townhouse	855	.687550	.013222	.015279
10K	Townhouse	855	.687550	.013222	.015279
401	Studio	342	.275022	.005289	.006112
403	Spa Studio	684	.550000	.010577	.012222
405	Spa Studio	684	.550000	.010577	.012222
407	Studio	342	.275022	.005289	.006112
408	Studio	342	.275022	.005289	.006112
409	Studio	342	.275022	.005289	.006112
410	Studio	342	.275022	.005289	.006112
411	Studio	342	.275022	.005289	.006112
412	Studio	342	.275022	.005289	.006112
413	Studio	342	.275022	.005289	.006112
414	Studio	342	.275022	.005289	.006112
415	Studio	342	.275022	.005289	.006112
416	Studio	342	.275022	.005289	.006112
417	Studio	342	.275022	.005289	.006112
418	Studio	342	.275022	.005289	.006112
419	Studio	342	.275022	.005289	.006112
420	Studio	342	.275022	.005289	.006112
509	Studio	342	.275022	.005289	.006112
510	Studio	342	.275022	.005289	.006112
511	Studio	342	.275022	.005289	.006112
512	Studio	342	.275022	.005289	.006112
101	Spa Suite	662.5	.532760	.010245	.011839
103	Spa Suite	662.5	.532760	.010245	.011839
105	Spa Suite	662.5	.532760	.010245	.011839
109	Spa Suite	662.5	.532760	.010245	.011839
116	Spa Suite	662.5	.532760	.010245	.011839
201/203	1 Bedroom	684	.550042	.010578	.012223
204/206	1 Bedroom	684	.550042	.010578	.012223

205/207	1 Bedroom	684	.550042	.010578	.012223
208/210	1 Bedroom	684	.550042	.010578	.012223
209/211	1 Bedroom	684	.550042	.010578	.012223
212/214	1 Bedroom	684	.550042	.010578	.012223
215/217	1 Bedroom	684	.550042	.010578	.012223
216/218	1 Bedroom	684	.550042	.010578	.012223
501/503	1 Bedroom	684	.550042	.010578	.012223
502/504	1 Bedroom	684	.550042	.010578	.012223
505/507	1 Bedroom	684	.550042	.010578	.012223
506/508	1 Bedroom	684	.550042	.010578	.012223
513/515	1 Bedroom	684	.550042	.010578	.012223
514/516	1 Bedroom	684	.550042	.010578	.012223
517/519	1 Bedroom	684	.550042	.010578	.012223
518/520	1 Bedroom	684	.550042	.010578	.012223
521/523	1 Bedroom	684	.550042	.010578	.012223
522/524	1 Bedroom	684	.550042	.010578	.012223
601/603	1 Bedroom	684	.550042	.010578	.012223
605/607	1 Bedroom	684	.550042	.010578	.012223
606	Studio	342	.275022	.005289	.006112
608	Studio	342	.275022	.005289	.006112
609	Executive Studio	422	.339400	.006527	.007542
610	Studio	342	.275022	.005289	.006112
611	Executive Studio	422	.339400	.006527	.007542
612	Studio	342	.275022	.005289	.006112
613/615	1 Bedroom	684	.550042	.010578	.012223
614/616	1 Bedroom	684	.550042	.010578	.012223
617/619	1 Bedroom	684	.550042	.010578	.012223
618/620	1 Bedroom	684	.550042	.010578	.012223
621/623	1 Bedroom	684	.550042	.010578	.012223
622/624	1 Bedroom	684	.550042	.010578	.012223
L1(A)	1 Bedroom	884	.710875	.013671	.015797

L2(A)	1 Bedroom	884	.710875	.013671	.015797
L3(A)	1 Bedroom	884	.710875	.013671	.015797
L4(A)	1 Bedroom	884	.710875	.013671	.015797
L1(B)	Studio	408	.328100	.006310	.007291
L2(B)	Studio	408	.328100	.006310	.007291
L3(B)	Studio	408	.328100	.006310	.007291
L4(B)	Studio	408	.328100	.006310	.007291
L5(A)	1 Bedroom	849	.682725	.013129	.015172
L6(A)	1 Bedroom	849	.682725	.013129	.015172
L7(A)	1 Bedroom	849	.682725	.013129	.015172
L8(A)	1 Bedroom	849	.682725	.013129	.015172
L5(B)	1 Bedroom	496	.398860	.007670	.008864
L6(B)	1 Bedroom	496	.398860	.007670	.008864
L7(B)	1 Bedroom	496	.398860	.007670	.008864
L8(B)	1 Bedroom	496	.398860	.007670	.008864
L9(A)	1 Bedroom	849	.682725	.013129	.015172
L10(A)	1 Bedroom	849	.682725	.013129	.015172
L11(A)	1 Bedroom	849	.682725	.013129	.015172
L12(A)	1 Bedroom	849	.682725	.013129	.015172
L9(B)	1 Bedroom	496	.398860	.007670	.008864
L10(B)	1 Bedroom	496	.398860	.007670	.008864
L11(B)	1 Bedroom	496	.398860	.007670	.008864
L12(B)	1 Bedroom	496	.398860	.007670	.008864
L13	2 Bedroom	1,080	.868483	.016702	.019300
L14A	2 Bedroom	1,080	.868483	.016702	.019300
L14B	2 Bedroom	1,080	.868483	.016702	.019300
L15A	2 Bedroom	1,080	.868483	.016702	.019300
L15B	2 Bedroom	1,080	.868483	.016702	.019300
L16	2 Bedroom	1,080	.868483	.016702	.019300
L17A	1 Bedroom	849	.682725	.013129	.015172
L17B	1 Bedroom	496	.398860	.007670	.008864

L18A	1 Bedroom	849	.682725	.013129	.015172
L18B	1 Bedroom	496	.398860	.007670	.008864
L19A	2 Bedroom	1,116	.897450	.017259	.019943
L19B	2 Bedroom	1,116	.897450	.017259	.019943
L20A	1 Bedroom	849	.682725	.013129	.015172
L20B	1 Bedroom	496	.398860	.007670	.008864
L21A	1 Bedroom	849	.682725	.013129	.015172
L21B	1 Bedroom	496	.398860	.007670	.008864
L22A	1 Bedroom	849	.682725	.013129	.015172
L22B	1 Bedroom	496	.398860	.007670	.008864
L23A	1 Bedroom	849	.682725	.013129	.015172
L23B	1 Bedroom	496	.398860	.007670	.008864
L24A	2 Bedroom	1,080	.868475	.016701	.019300
L24B	2 Bedroom	1,080	.868475	.016701	.019300
L25A	1 Bedroom	849	.682725	.013129	.015172
L25B	1 Bedroom	496	.398860	.007670	.008864
L26A	1 Bedroom	849	.682725	.013129	.015172
L26B	1 Bedroom	496	.398860	.007670	.008864
L27A	1 Bedroom	849	.682725	.013129	.015172
L27B	1 Bedroom	496	.398860	.007670	.008864
L28A	1 Bedroom	849	.682725	.013129	.015172
L28B	1 Bedroom	496	.398860	.007670	.008864
L29AB	2 Bedroom	1,080	.868475	.016701	.019300
L29B	2 Bedroom	1,080	.868475	.016701	.019300
L30A	1 Bedroom	849	.682725	.013129	.015172
L30B	1 Bedroom	496	.398860	.007670	.008864
L31A	1 Bedroom	849	.682725	.013129	.015172
L31B	1 Bedroom	496	.398860	.007670	.008864
			100.000096	1.923071	2.222252
			100.000096 (1) (shares/units)	99.999692 (52) (shares/units)	100.001340 (45) (shares/units)

The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII amended, and XXIII consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

Jacobson-Westergaard & ASSOC., INC.

105 S 8th

ESTHERVILLE, IOWA 51334

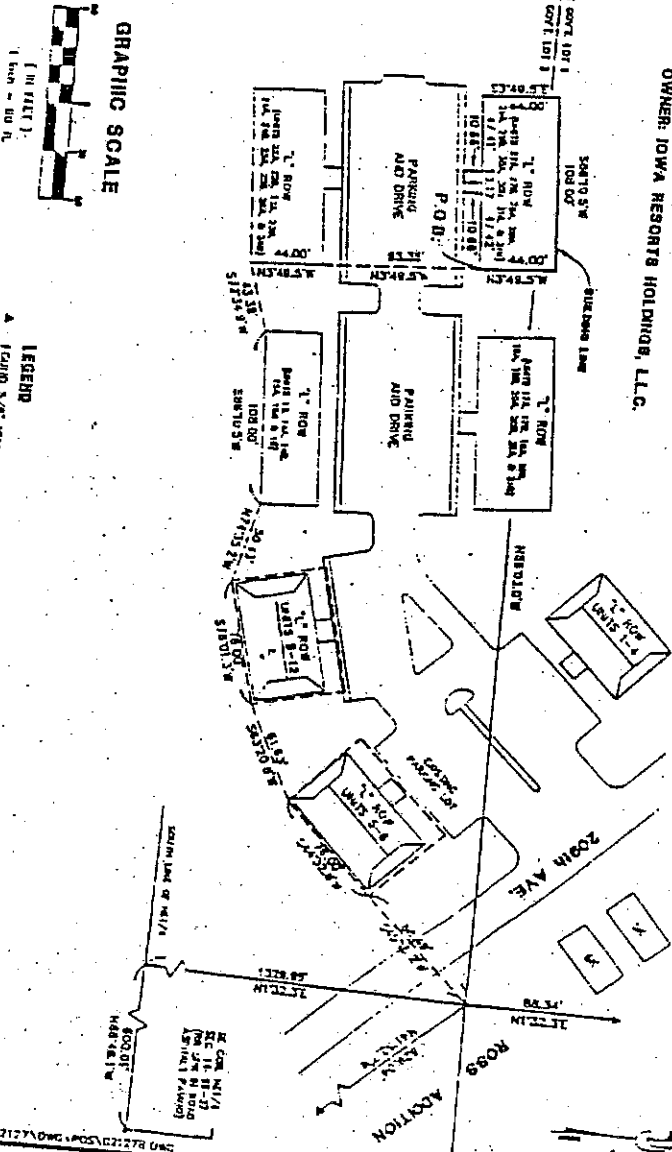
(712) 382-2647

Exhibit A-2

EXHIBIT A-2

3. ROW UNITS 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

OWNER: IOWA RESORTS HOLDINGS, L.L.C.



GRAPHIC SCALE

1 inch = 50 ft

LEGEND
 (LAND 2/4" YELLOW CAPED REBAR IS POST
 (DRESS ORANGE NORTH)

Drawn: [] Checked By: CLIENT: []
 Date: 02-20-02 By: CLH RVS
 Project No.: []
 EC2127
 IOWA RESORTS HOLDINGS, L.L.C.
 P.O. BOX 601
 OKOBOJI, IOWA

Exhibit A-2

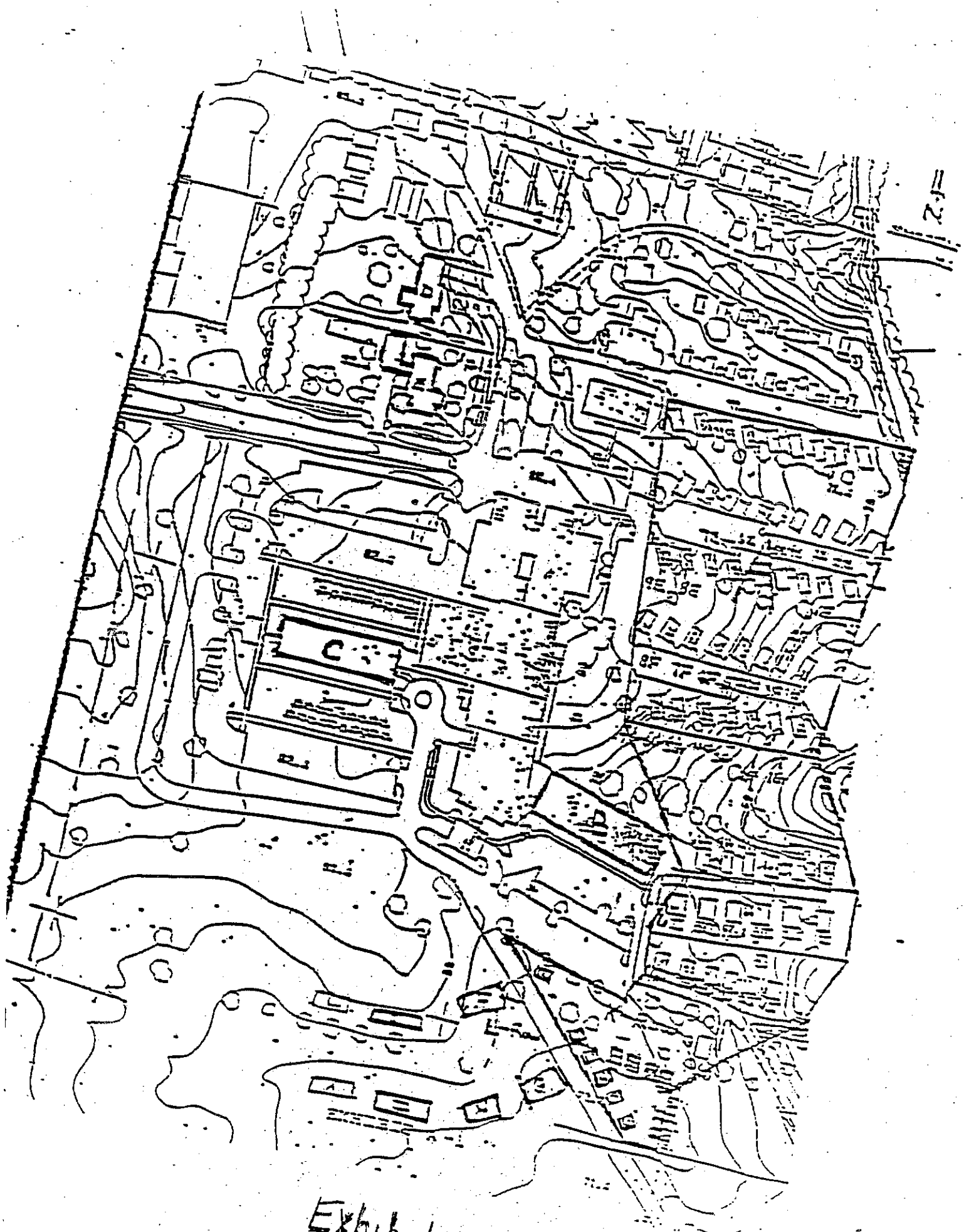
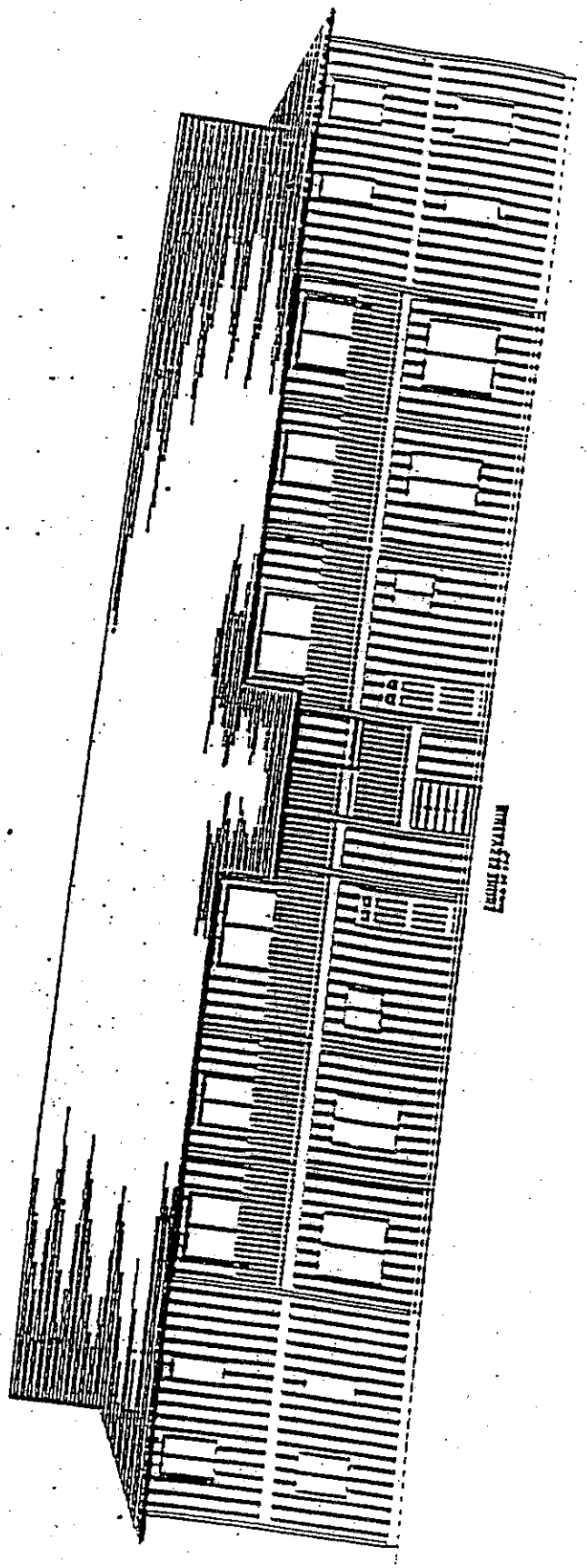
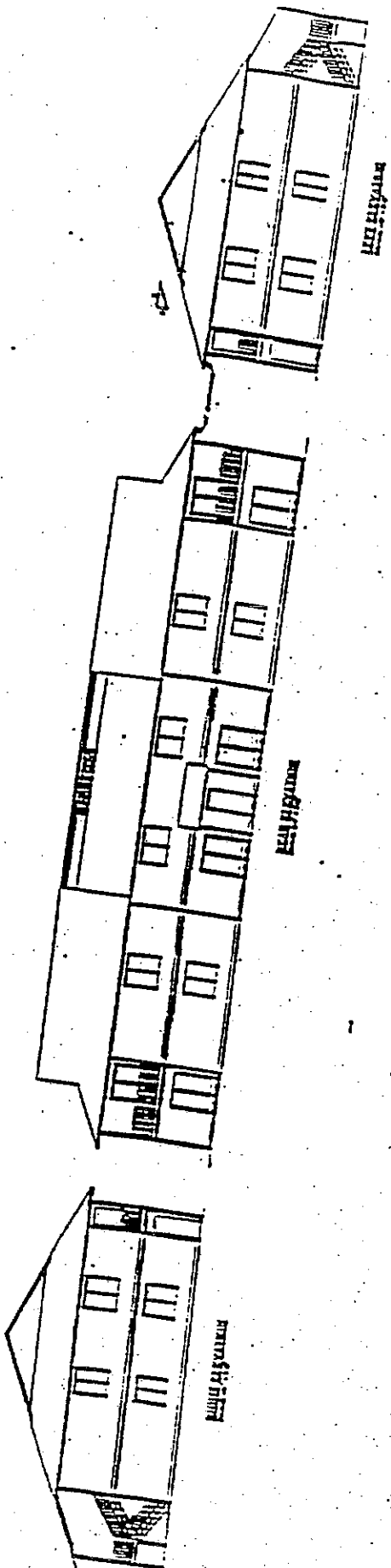


Exhibit A-1



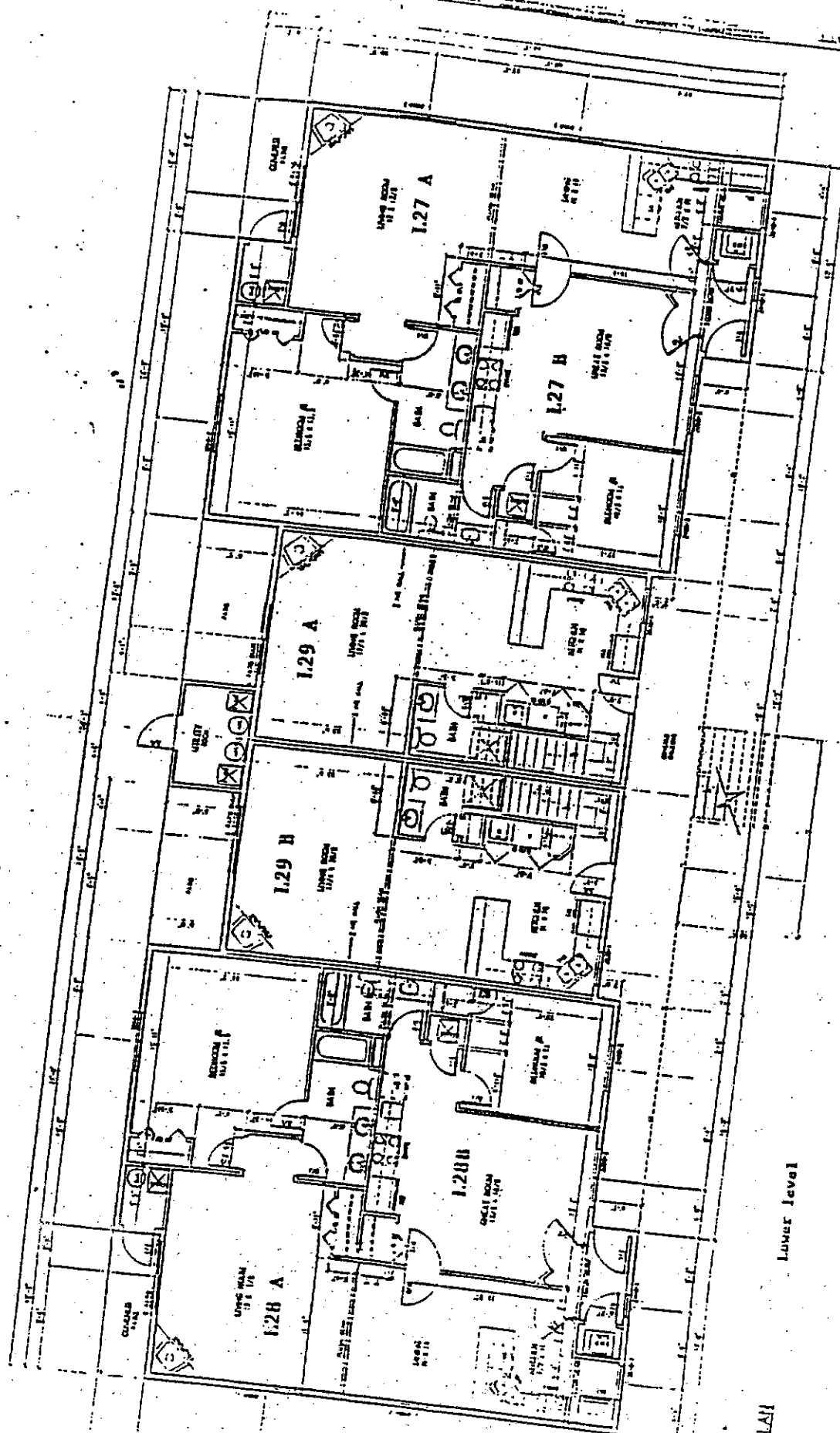
BRITISH SCHOOL



BRITISH SCHOOL

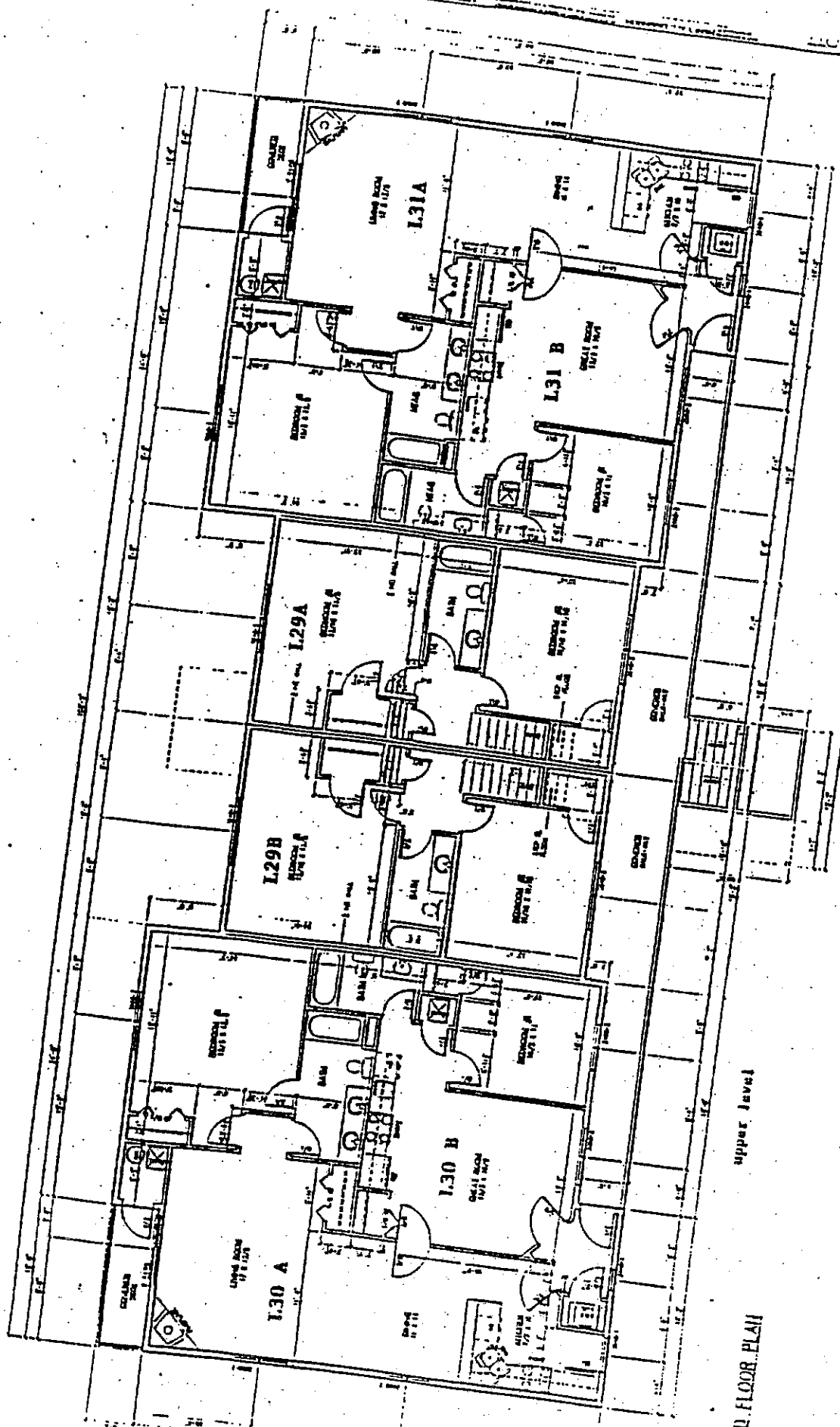
BRITISH SCHOOL

BRITISH SCHOOL



FLOOR PLAN
Lower level

Exhibit



Exhib. 1

11-1-50

EXHIBIT "B"
LIMITED COMMON ELEMENTS

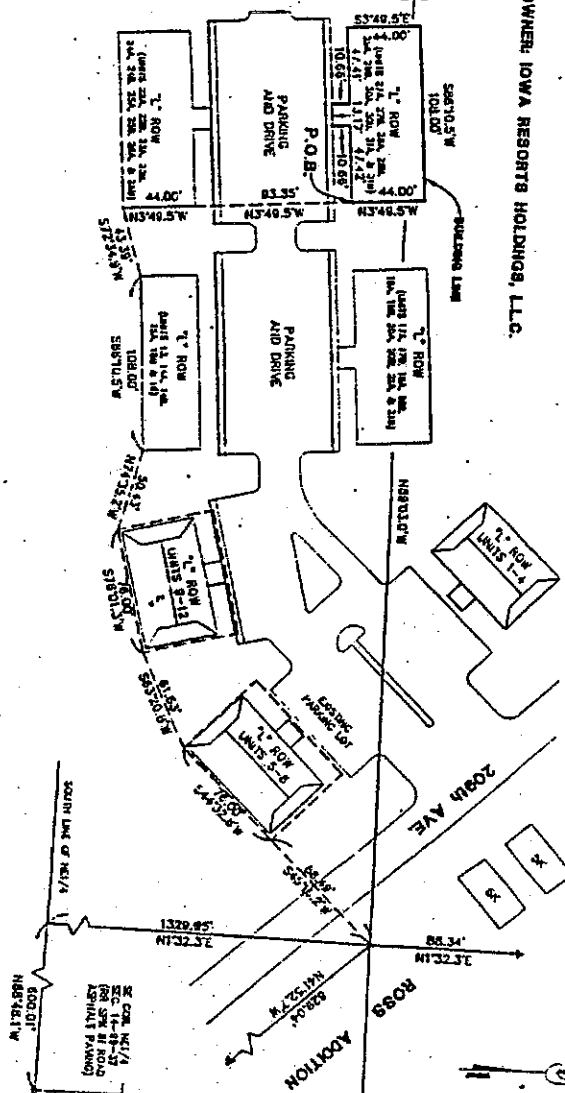
The limited common elements for Units 27A and 31A are areas of outside patios or covered deck areas.

1. ROW UNITED 272, 273, 284, 285, 286, 288, 289, 290, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1

GRAPHIC SCALE



LEGEND
FOUND 5/8" YELLOW CAPPED REBAR LS #8017
(UNLESS OTHERWISE NOTED)



Dated 12-20-02 By CLH			Checked By RVB	IOWA RESORTS HOLDINGS, L.L.C. P.O. BOX 601 OKOBOJI, IOWA
			Project No. E02127	

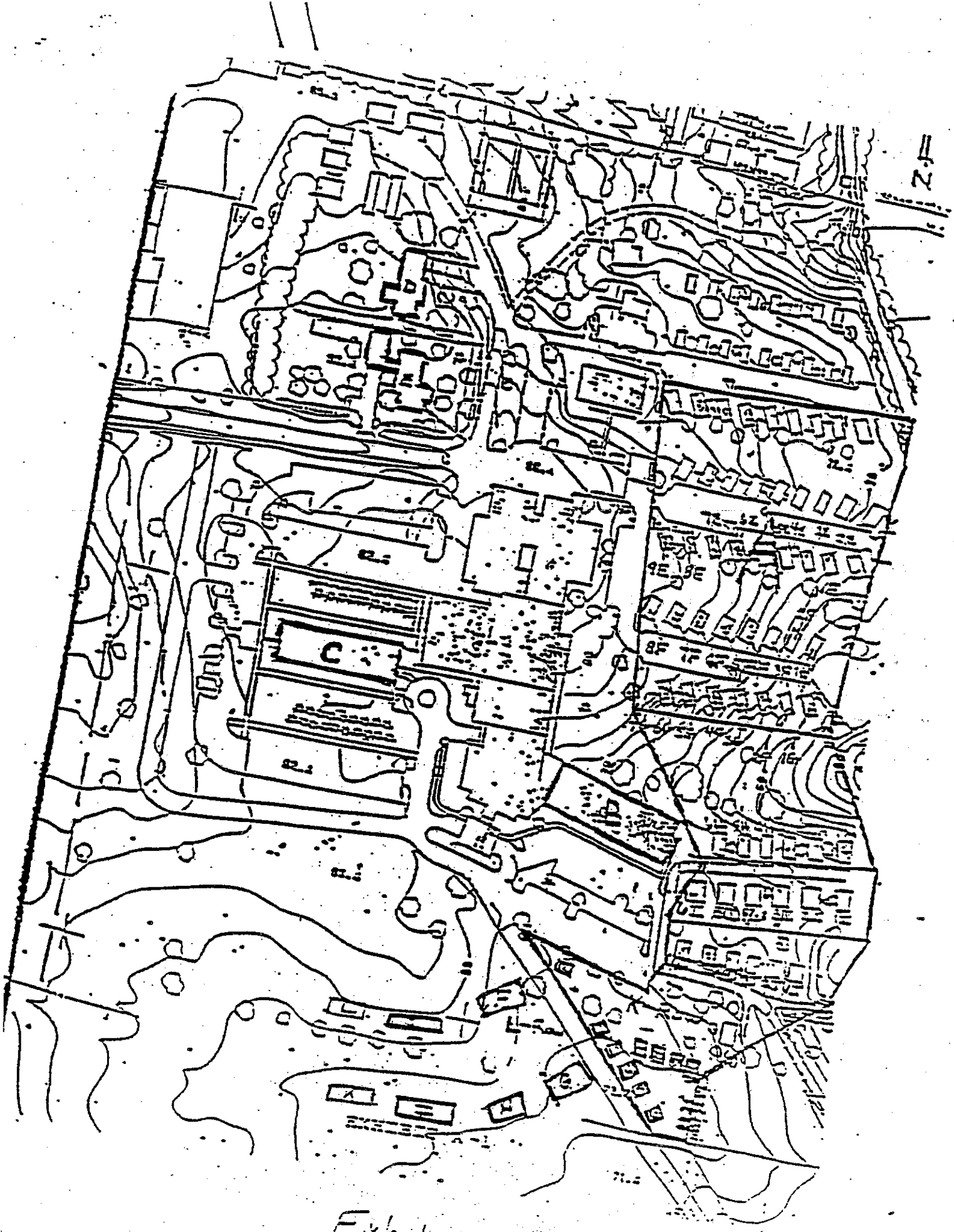
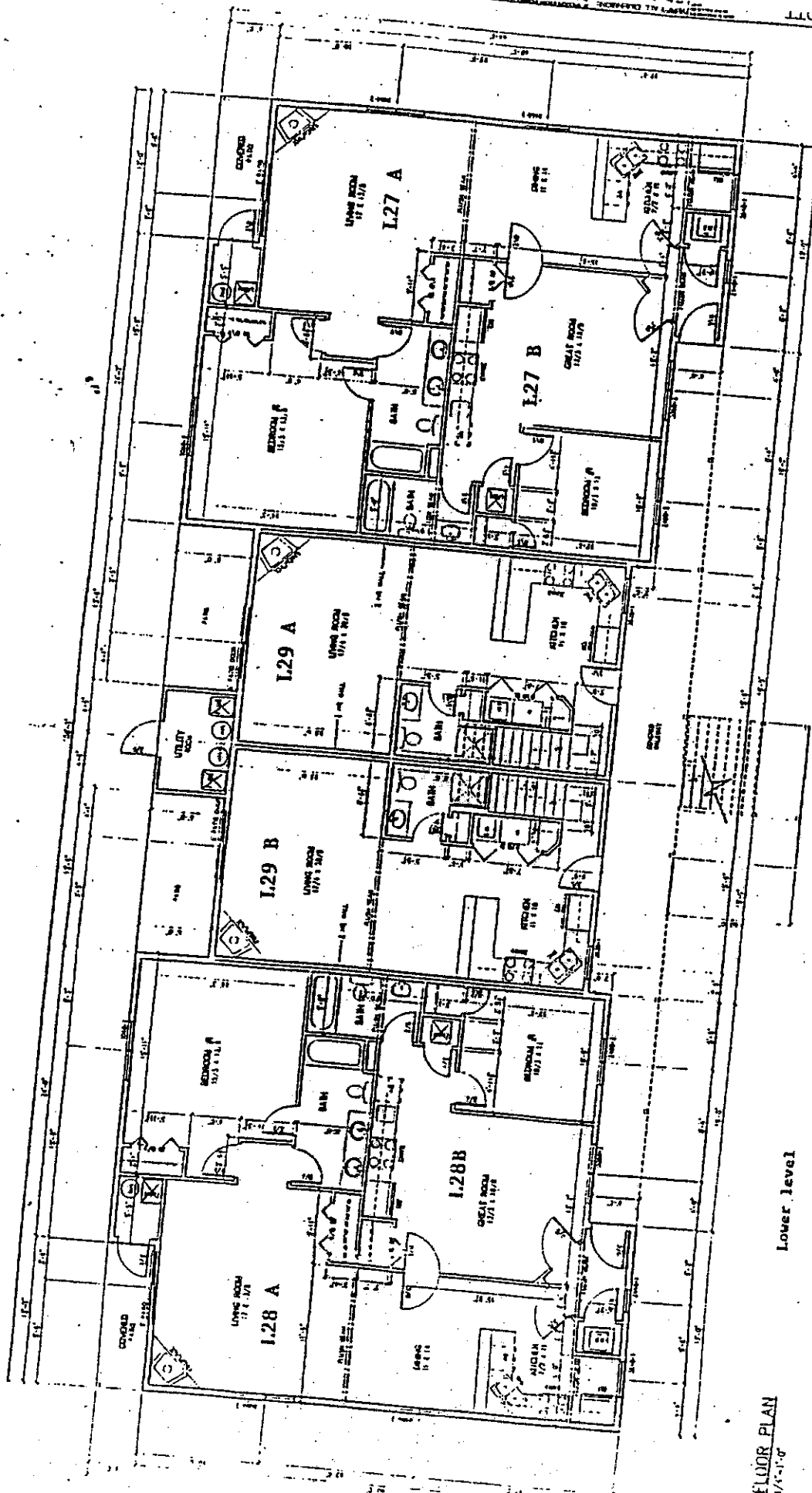


Exhibit A



FLOOR PLAN
1/4" = 1'-0"

Lower level

Exhibit
"A 10"

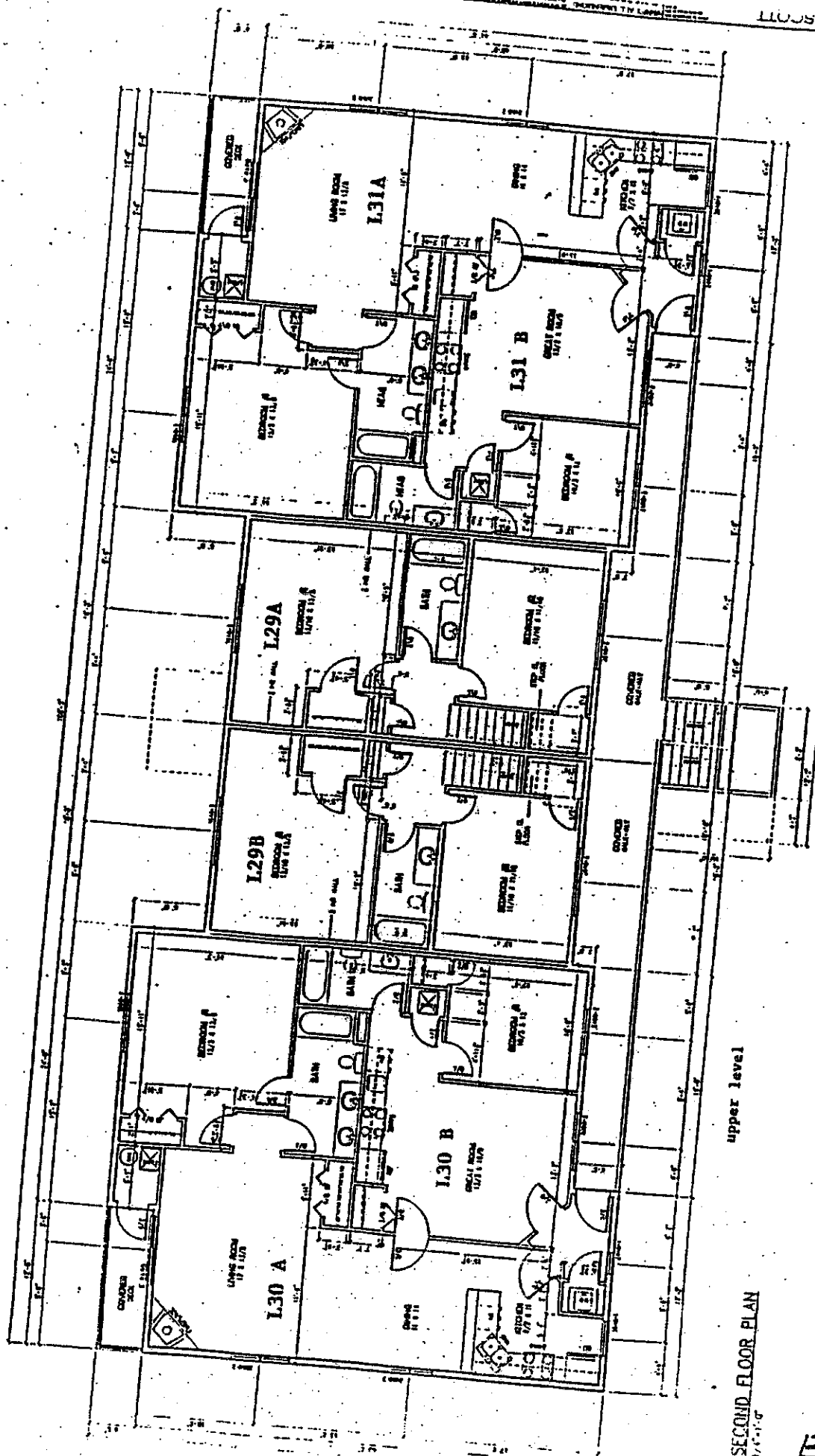
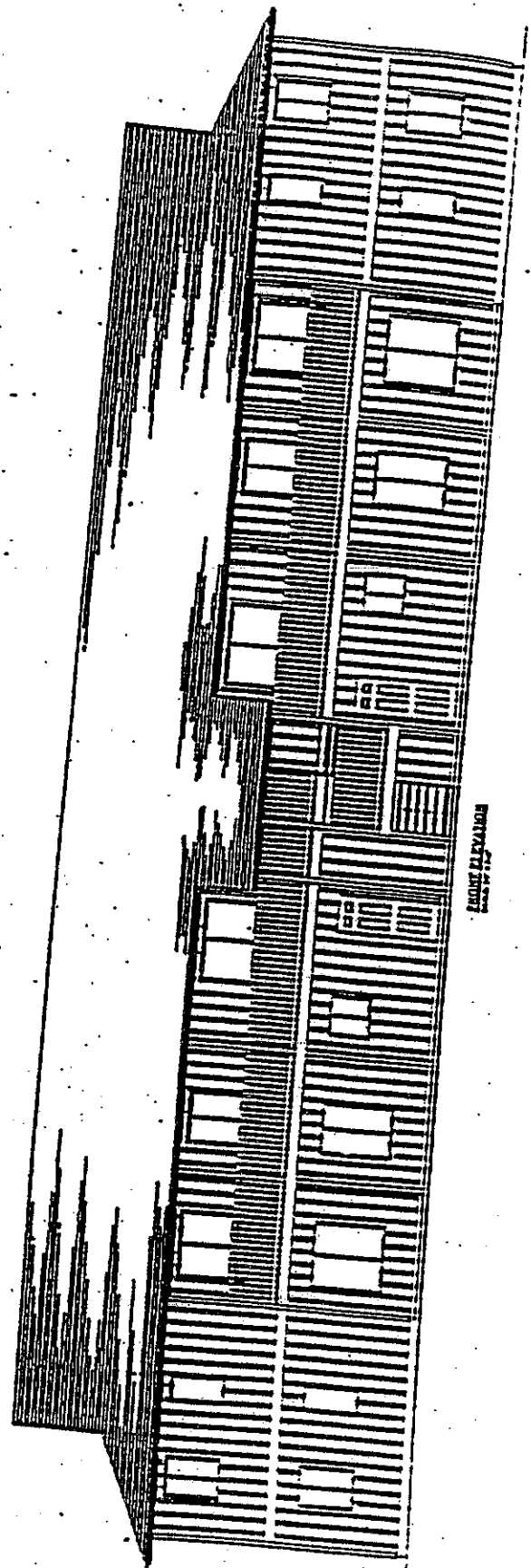
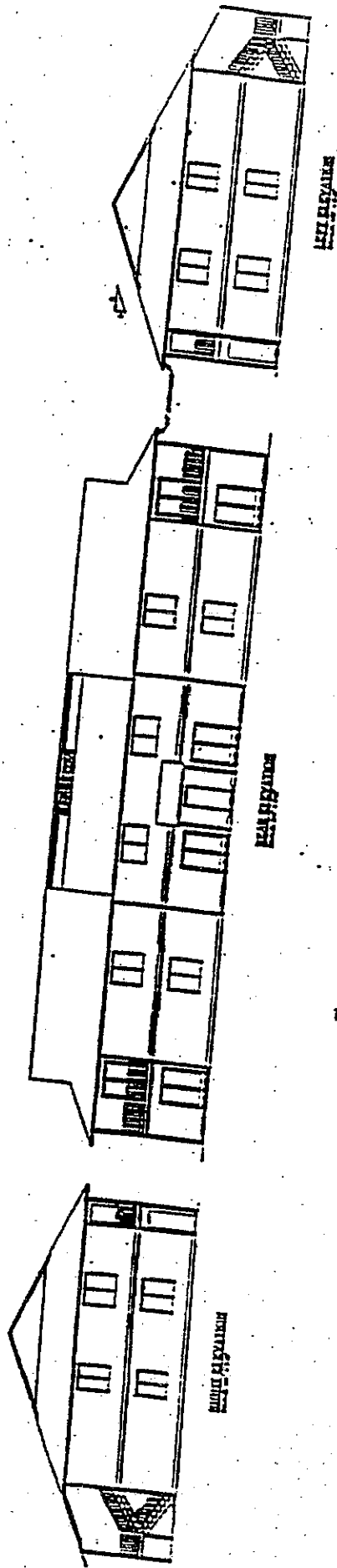


Exhibit
"A-15"



Exhibit

EXHIBIT "B"
LIMITED COMMON ELEMENTS

The limited common elements for Units 28A, 29A, 29B, and 30A are areas of outside patios or covered deck areas.

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Legal Description & Survey - Townhome 7E	32
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Legal Description & Survey - Townhome 1F	35
Legal Description & Survey - Townhome 2F	36
Legal Description & Survey - Townhome 3F	37
Legal Description & Survey - Townhome 4F	38
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Legal Description & Survey - Townhome 6F	40
Legal Description & Survey - Townhome 7F	41
Legal Description & Survey - Townhome 8F	42

Legal Description & Survey - Townhome 1G
Legal Description & Survey - Townhome 2G
Legal Description & Survey - Townhome 3G
Legal Description & Survey - Townhome 4G
Legal Description & Survey - Townhome 5G
Legal Description & Survey - Townhome 6G
Legal Description & Survey - Townhome 7G
Legal Description & Survey - Townhome 1H
Legal Description & Survey - Townhome 2H
Legal Description & Survey - Townhome 3H
Legal Description & Survey - Townhome 4H
Legal Description & Survey - Townhome 5H
Legal Description & Survey - Townhome 6H
Legal Description & Survey - Townhome 1I
Legal Description & Survey - Townhome 2I
Legal Description & Survey - Townhome 3I
Legal Description & Survey - Townhome 4I
Legal Description & Survey - Townhome 5I
Legal Description & Survey - Townhome 6I
Legal Description & Survey - Townhome 1J
Legal Description & Survey - Townhome 2J
Legal Description & Survey - Townhome 3J
Legal Description & Survey - Townhome 4J
Legal Description & Survey - Townhome 5J
Legal Description & Survey - Townhome 6J
Legal Description & Survey - Townhome 1K
Legal Description & Survey - Townhome 2K
Legal Description & Survey - Townhome 3K
Legal Description & Survey - Townhome 4K
Legal Description & Survey - Townhome 5K
Legal Description & Survey - Townhome 6K
Legal Description & Survey - Townhome 7K
Legal Description & Survey - Townhome 8K
Legal Description & Survey - Townhome 9K
Legal Description & Survey - Townhome 10K
Legal Description & Survey - The Mansion
Legal Description & Survey - Rustic Cabin
Common Area & Unit Layout - East Wing - 600 Level Units
Common Area & Unit Layout - East Wing - 500 Level Units
Common Area & Unit Layout - East Wing - 400 Level Units

Bonus Time Guidelines Revised

Unit Interest for Amendments One thru Twelve

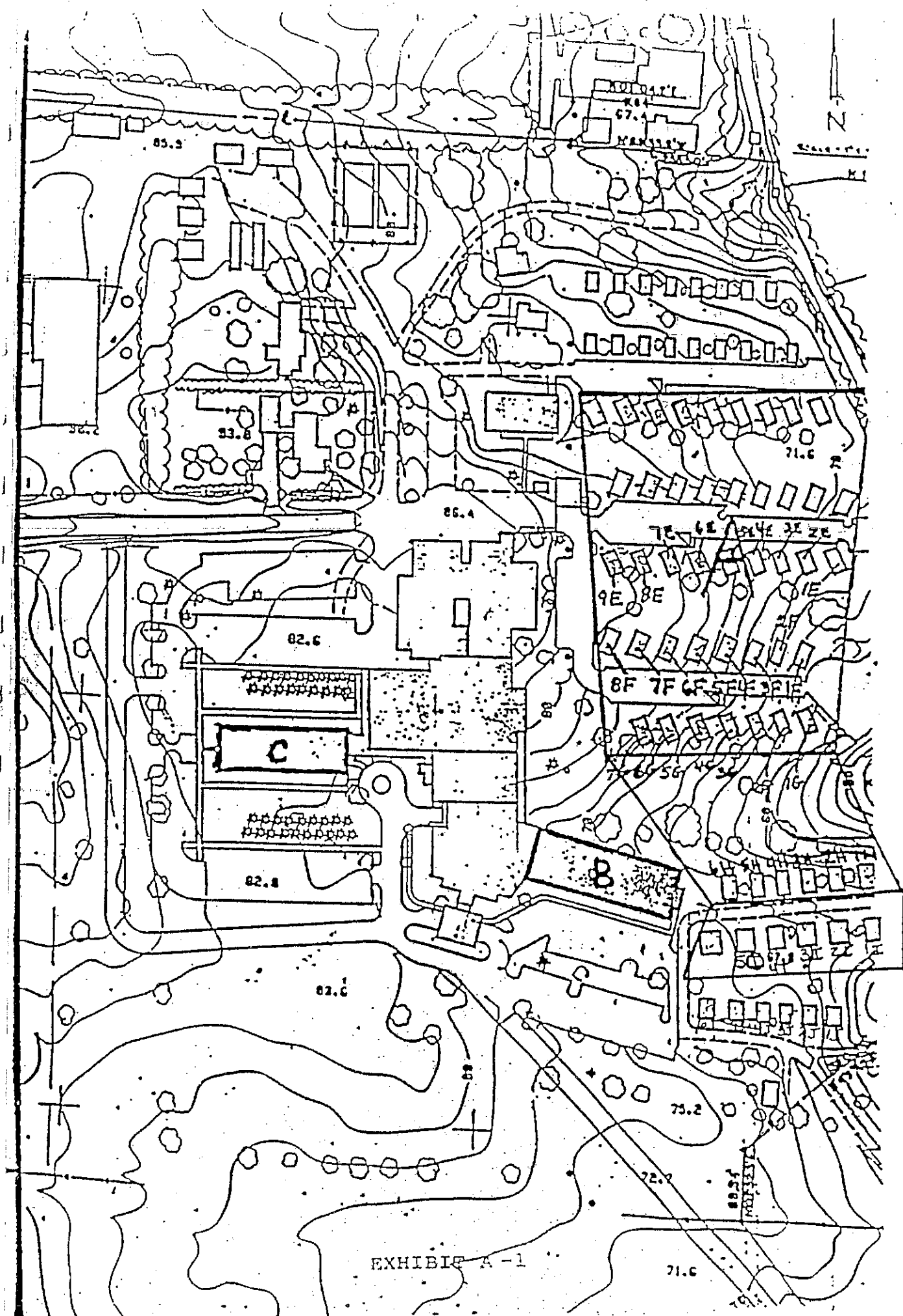
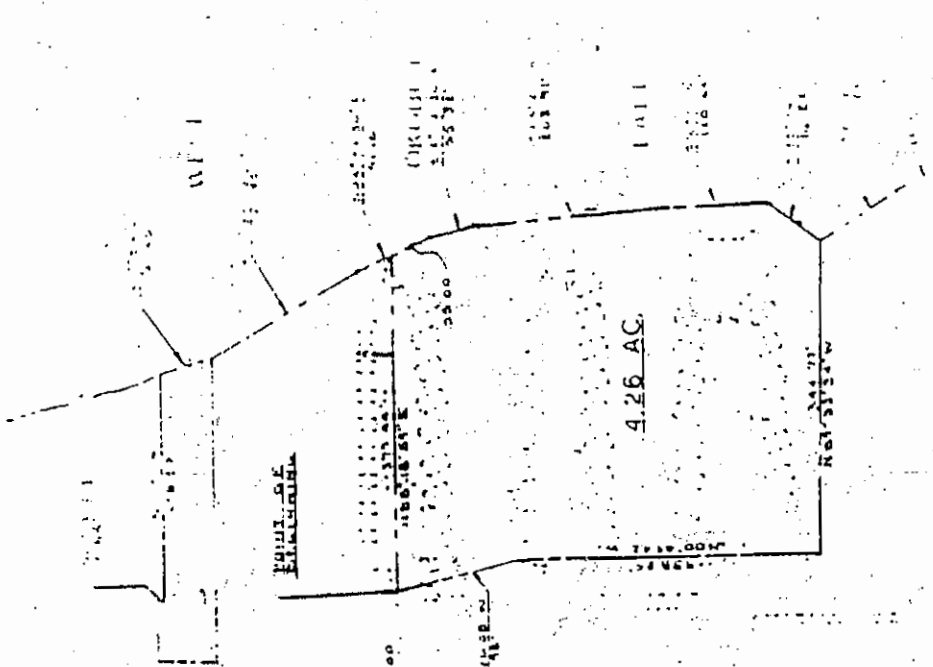


EXHIBIT A-1



PARCEL A



[Signature]
 Registrar of Land
 Registration No. 1026

LEGAL DESCRIPTION

A parcel of land, containing the 42 two acre, more or less, parcel of land, located in the 1st 1/4 of Section 14, T11N, R11W, of the 5th Principal Meridian, Dickinson County, Iowa. Said parcel is more particularly described as follows:

Commencing at the W 1/4 corner of said Section 14; thence S 89° 51' 12" E along the north line of the NW 1/4 for a distance of 1,103.16 feet; thence S 89° 48' 31" E for a distance of 210.51 feet; thence N 89° 18' 31" E for a distance of 100.80 feet to the point of beginning; thence containing

1. 110.80 feet for a distance of 110.80 feet to the NW 1/4 corner of said Section 14; thence S 89° 51' 12" E along the north line of the NW 1/4 for a distance of 1,103.16 feet; thence S 89° 48' 31" E for a distance of 210.51 feet; thence N 89° 18' 31" E for a distance of 100.80 feet to the point of beginning.

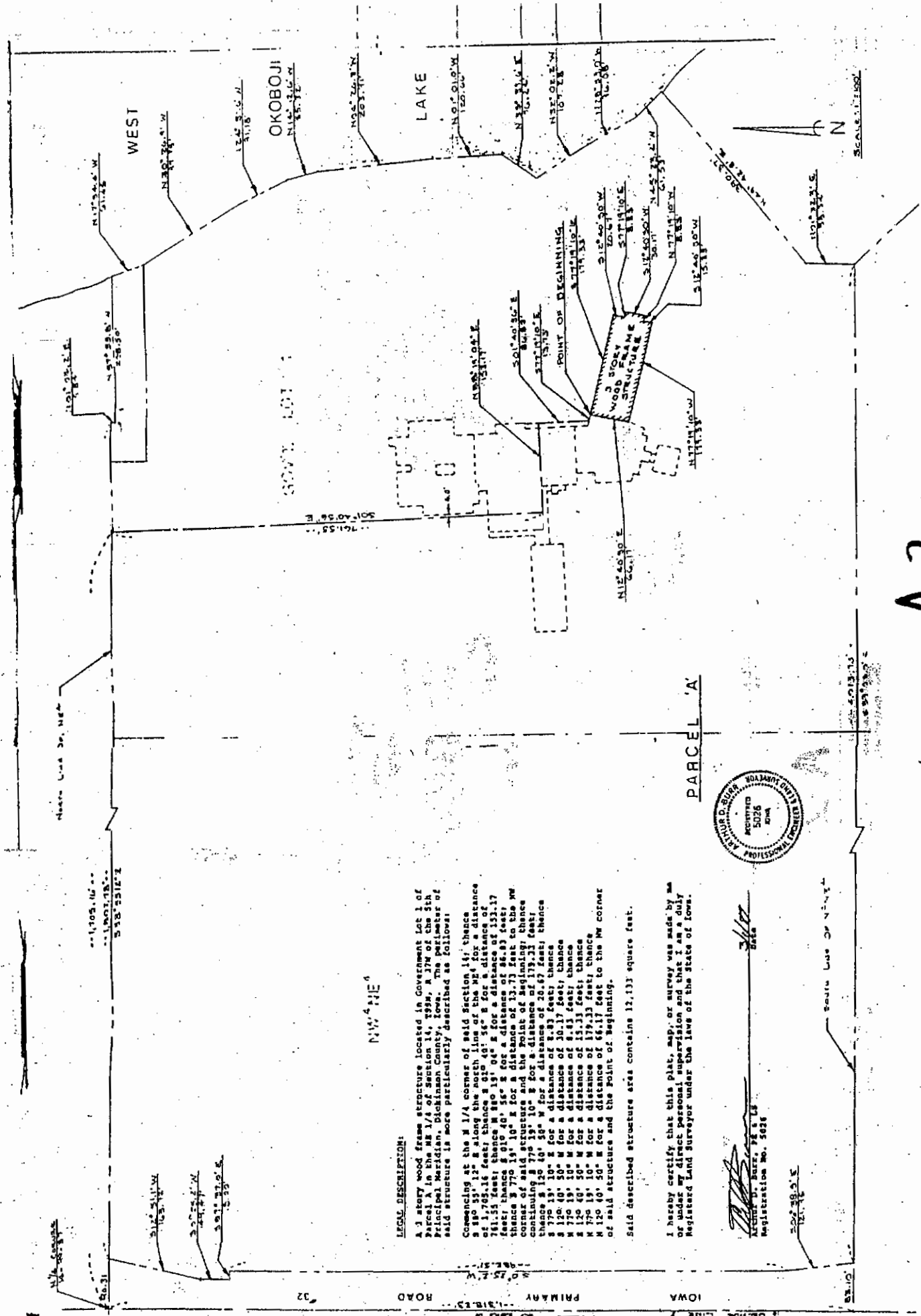
Said described parcel of land contains 4.26 acres.

I hereby certify that this plat, map, or survey was made by me or under my direct personal supervision and that I am a duly registered Land Surveyor under the laws of the State of Iowa.

A-2

LEGAL DESCRIPTION
 42 TWO ACRE UNITS

ENGINEERING
 CONSULTANTS, P.C.
 1111 1st Ave. S.W.
 Grand Rapids, MI 49503



LEGAL DESCRIPTION:

A 3 story wood frame structure located in Government Lot 1 of Parcel 'A' in the NW 1/4 of Section 14, T99N, R 12W of the 5th Principal Meridian, Dickinson County, Iowa. The perimeter of said structure is more particularly described as follows:

Commencing at the NW 1/4 corner of said Section 14; thence S 89° 55' 13" E along the north line of the NW 1/4 for a distance of 179.16 feet; thence S 61° 48' 35" E for a distance of 171.35 feet; thence S 10° 40' 56" E for a distance of 48.83 feet; thence S 77° 19' 10" E for a distance of 13.73 feet to the NW corner of said structure and the point of beginning; thence continuing S 77° 19' 10" E for a distance of 179.31 feet; thence S 120° 40' 50" W for a distance of 20.67 feet; thence S 77° 19' 10" E for a distance of 8.83 feet; thence S 120° 40' 50" W for a distance of 10.17 feet; thence S 77° 19' 10" E for a distance of 12.43 feet; thence S 120° 40' 50" W for a distance of 179.33 feet; thence S 77° 19' 10" E for a distance of 56.17 feet to the NW corner of said structure and the point of beginning.

Said described structure area contains 12,133 square feet.

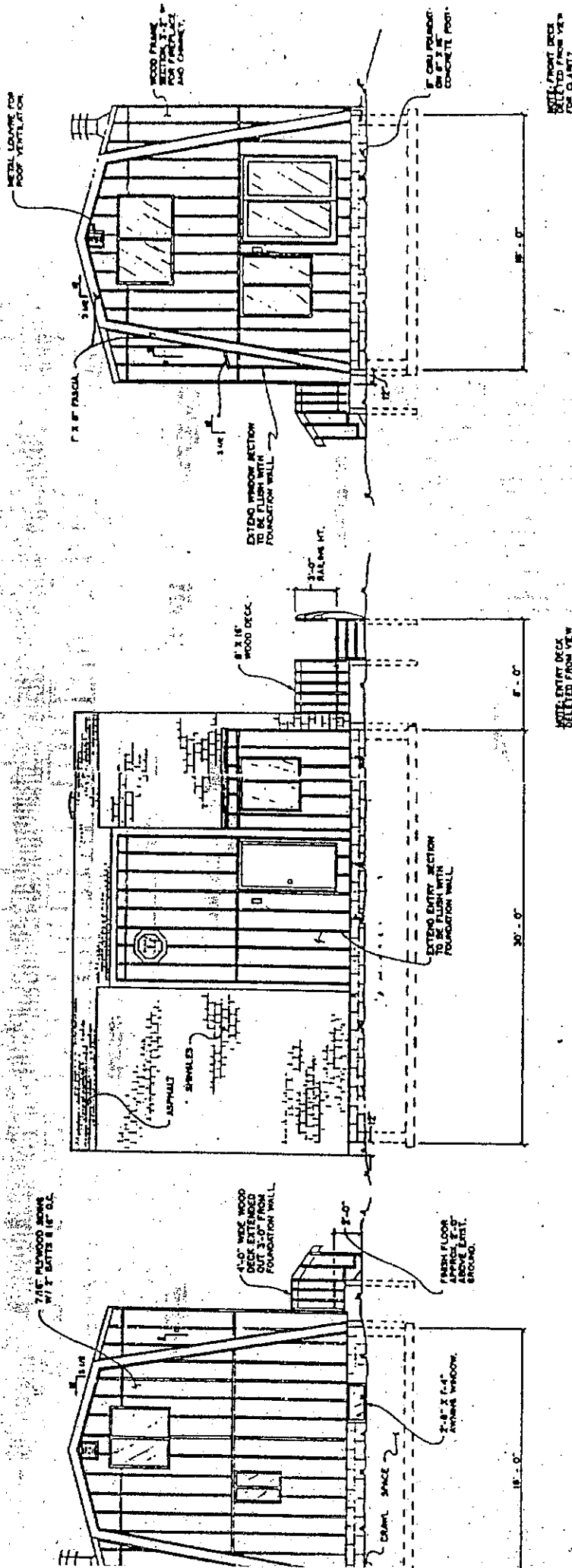
I hereby certify that this plat, map, or survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.



Archibut D. Burr
 Archibut D. Burr, PE & LS
 Registration No. 5026

A-2

OWNER: VILLAGE RESORTS	LEGAL DESCRIPTION	DATE: 10/1/2011
	EAST HOTEL	2
MUNICIPAL ENGINEERING		



END ELEVATION
3'6" x 1'-0"

ENTRANCE ELEVATION
3'6" x 1'-0"

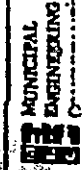
PATIO ELEVATION
3'6" x 1'-0"

SCHEDULE A2



I hereby certify that this plan or specification was prepared by me or under my direct personal supervision and that I am a duly Registered Professional Engineer under the laws of the State of Iowa and that I am competent to prepare this document.

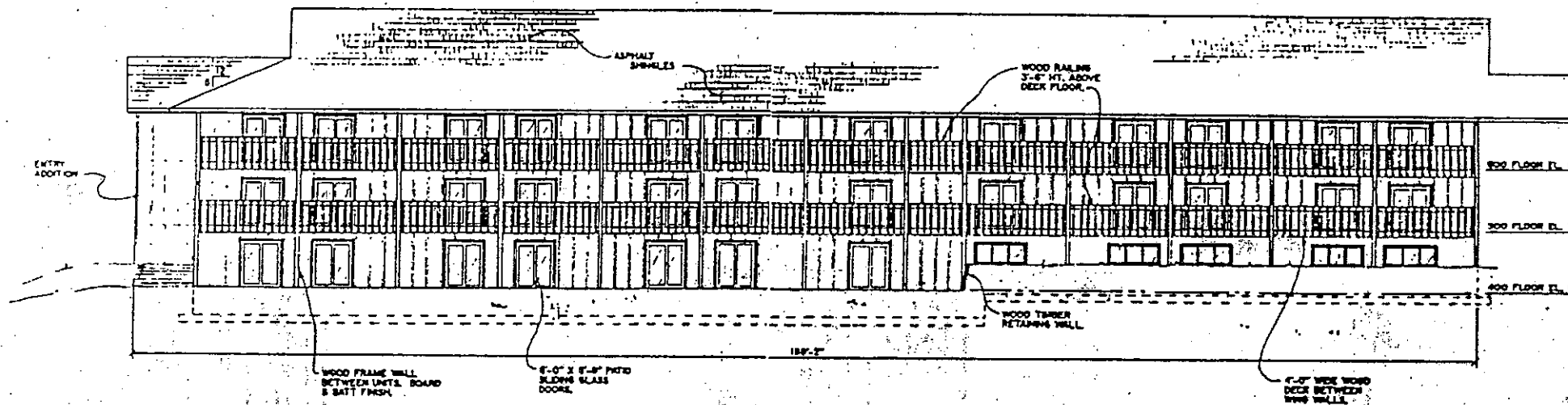
Bruce A. Bala
Bruce A. Bala, P.E.
Professional Engineer
Registration No. 5026



BALA MUNICIPAL ENGINEERING

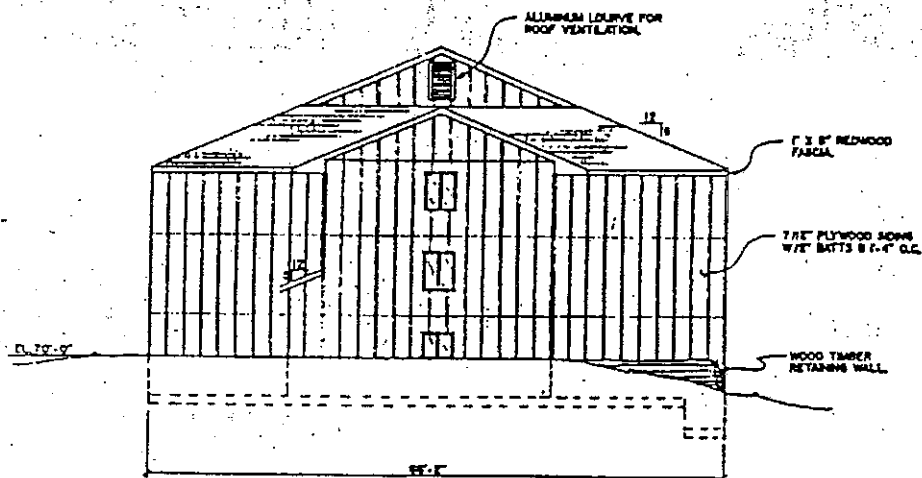
Box 270
Des Moines, Iowa 50324

VILLAGE WEST TOWNHOME BUILDING ELEVATIONS



NORTH ELEVATION

328' x 6'-0"



EAST ELEVATION

328' x 6'-0"

A - 9C

I hereby certify that this plan or specification was prepared by me or under my direct personal supervision and that I am a duly Registered Professional Engineer under the laws of the State of Iowa and that I am competent to prepare this document.

Arthur D. Burr
 Arthur D. Burr, P.E. & L.S.
 Registration No. 5026

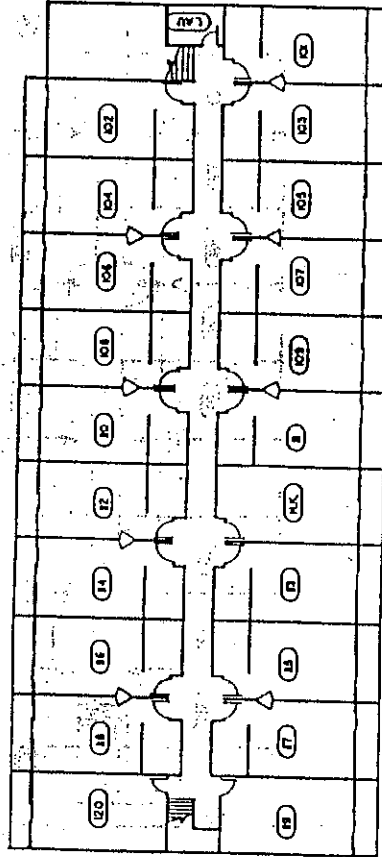
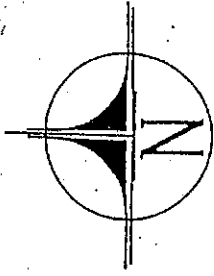
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 Date



MUNICIPAL
ENGINEERING
CONSULTANTS, P.C.

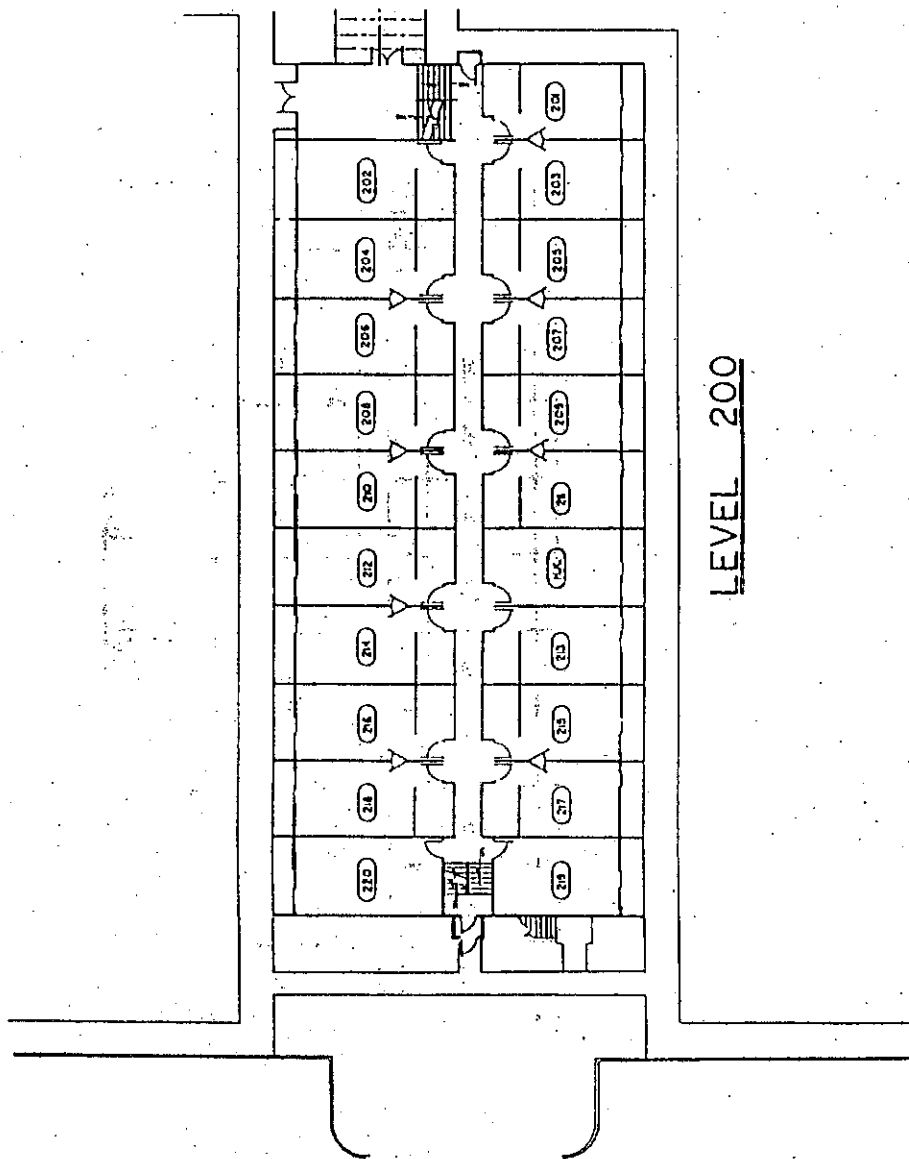
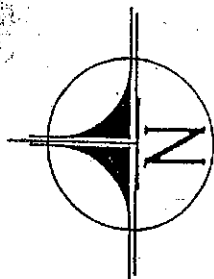
Box 226
 Sergeant Bluff, Iowa 51054
 Phone 715-226-1000

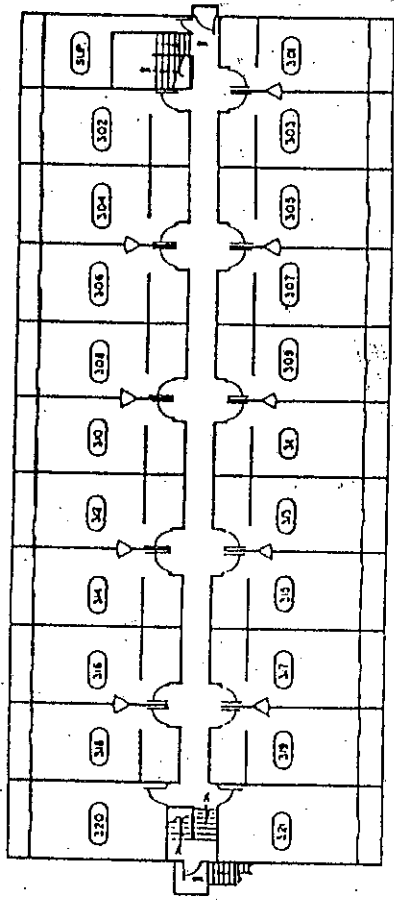
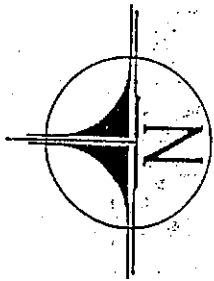
EAST HOTEL WING
BUILDING ELEVATIONS



LEVEL 100

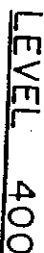
A-4



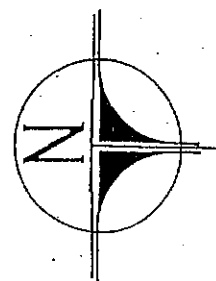


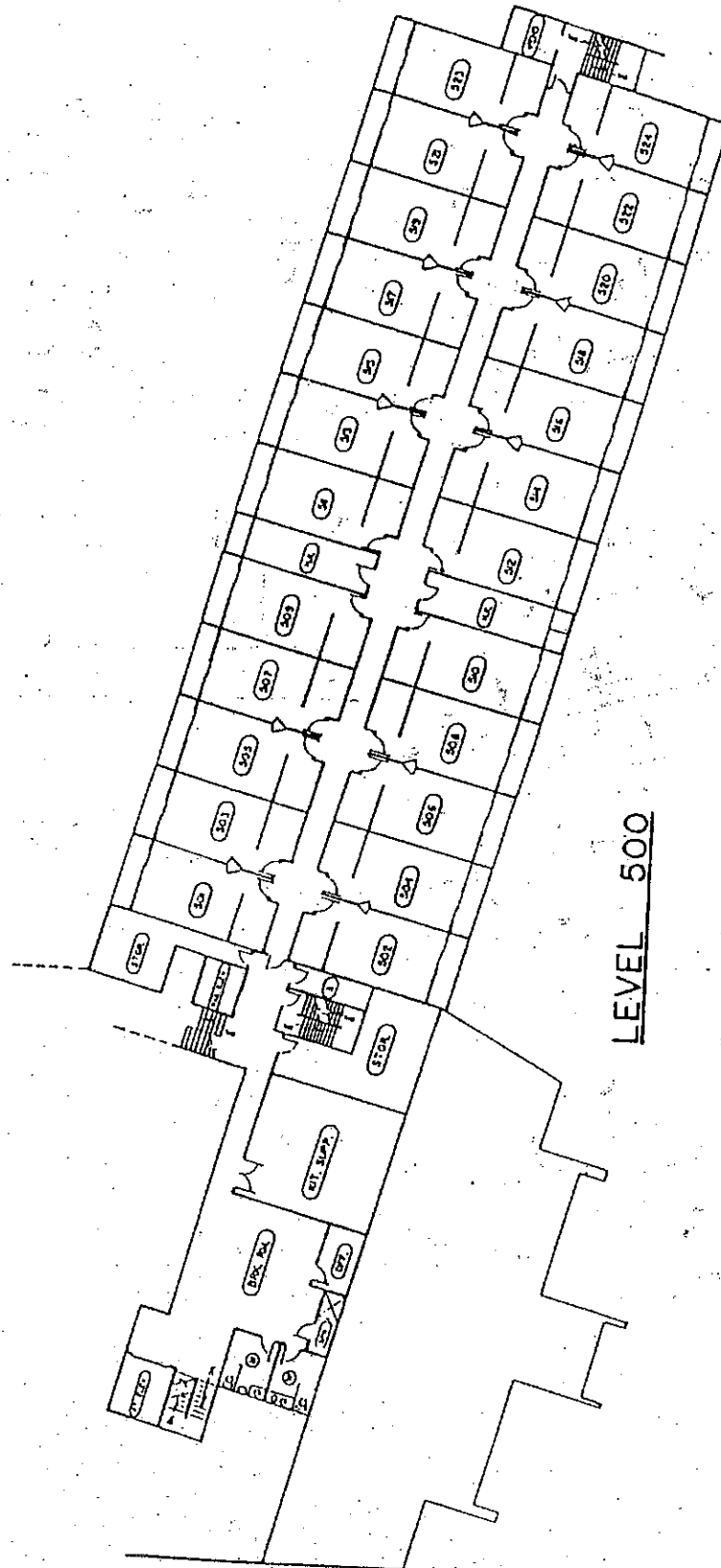
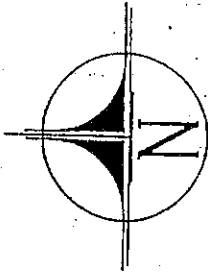
LEVEL 300

A-6

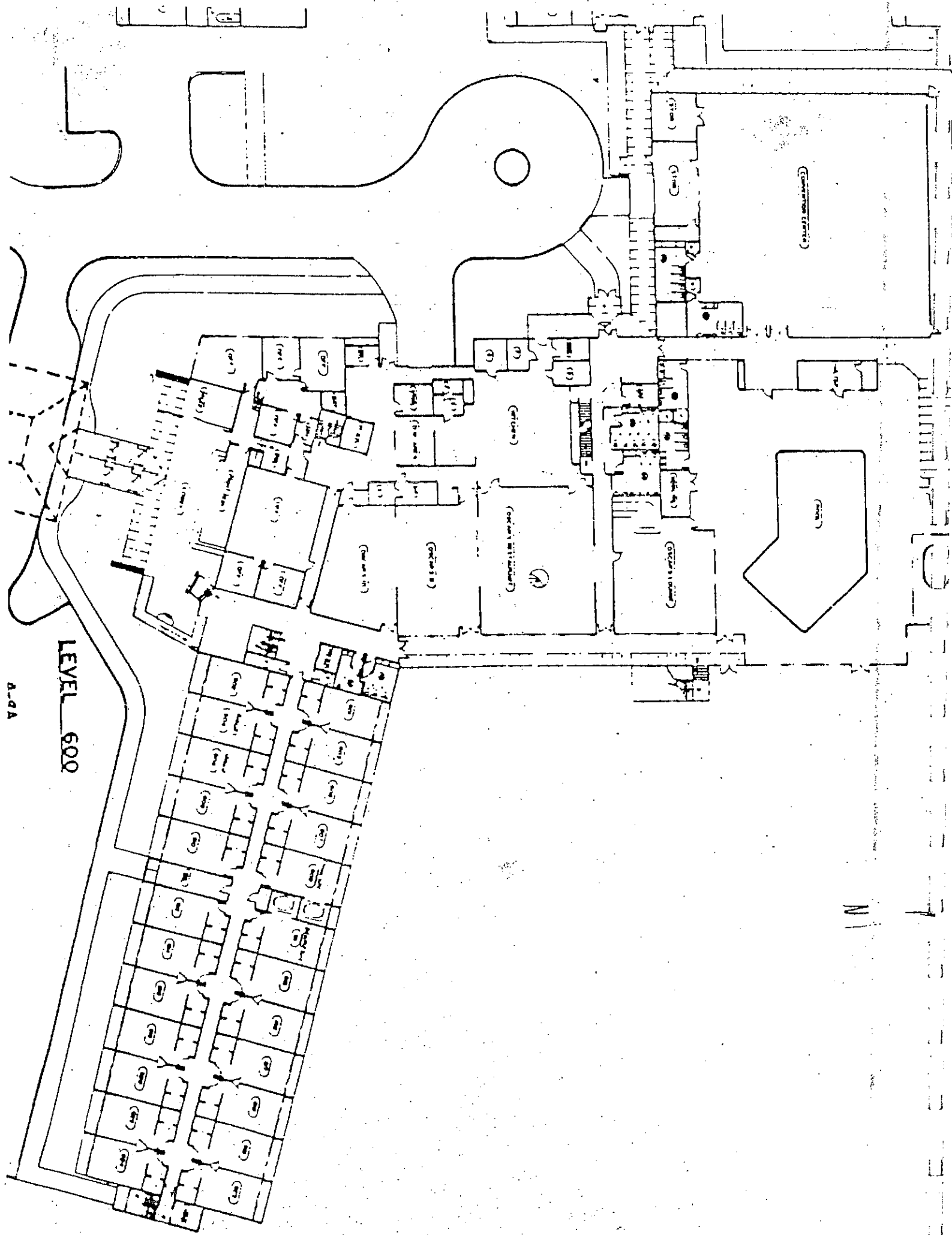


A-7





LEVEL 500



LEVEL 600

A-9A

2001 SUNRISE COVE MAINTENANCE FEE SCHEDULE

STUDIO 1 BDRM 1 BDRM SPA TOWNHOUSE MANSION RUSTIC L 1-12 B L 1-12 A L 1-12 AB L14-15 AB L14-16 A or B

Administration	\$35.76	\$35.76	\$35.76	\$35.76	\$35.76	\$35.76	\$35.76	\$35.76	\$35.76	\$35.76	\$35.76
Maintenance	\$27.00	\$50.36	\$48.02	\$58.97	\$94.99	\$97.12	\$32.81	\$50.14	\$67.36	\$108.68	\$60.38
Recreation Services	\$14.87	\$14.87	\$14.87	\$14.87	\$14.87	\$14.87	\$14.87	\$14.87	\$14.87	\$14.87	\$14.87
Recreation License	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90	\$15.90
Insurance	\$11.55	\$11.55	\$11.55	\$11.55	\$11.55	\$11.55	\$11.55	\$11.55	\$11.55	\$11.55	\$11.55
Utilities	\$38.45	\$59.06	\$56.79	\$67.39	\$102.24	\$104.30	\$37.39	\$52.67	\$75.50	\$123.74	\$68.75
Front Desk	\$18.18	\$18.18	\$18.18	\$18.18	\$18.18	\$18.18	\$18.18	\$18.18	\$18.18	\$18.18	\$18.18
Housekeeping	\$25.10	\$48.60	\$46.24	\$57.26	\$93.49	\$95.63	\$32.88	\$51.28	\$65.69	\$105.61	\$58.67
Annual Audit	\$1.23	\$1.23	\$1.23	\$1.23	\$1.23	\$1.23	\$1.23	\$1.23	\$1.23	\$1.23	\$1.23
Income Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bad Debt	\$8.37	\$8.37	\$8.37	\$8.37	\$8.37	\$8.37	\$8.37	\$8.37	\$8.37	\$8.37	\$8.37
Reserves	\$16.40	\$38.94	\$36.68	\$47.24	\$81.99	\$84.05	\$24.25	\$41.90	\$55.33	\$87.48	\$48.60
Management Fee	\$12.02	\$28.54	\$26.88	\$34.62	\$60.09	\$61.60	\$18.71	\$32.32	\$40.55	\$64.11	\$35.62
Real Estate Taxes	\$21.68	\$40.48	\$38.59	\$47.41	\$76.39	\$78.11	\$29.29	\$44.79	\$54.16	\$87.37	\$48.54
Maintenance Fee	\$244.51	\$371.84	\$359.06	\$418.75	\$615.05	\$626.67	\$281.19	\$378.96	\$464.45	\$682.85	\$426.42

STANDARD FOR QUALITY OF AIR

1. The standard for quality of air shall be as follows:

2. The standard for quality of air shall be as follows:

3. The standard for quality of air shall be as follows:

4. The standard for quality of air shall be as follows:

5. The standard for quality of air shall be as follows:

6. The standard for quality of air shall be as follows:

7. The standard for quality of air shall be as follows:

8. The standard for quality of air shall be as follows:

9. The standard for quality of air shall be as follows:

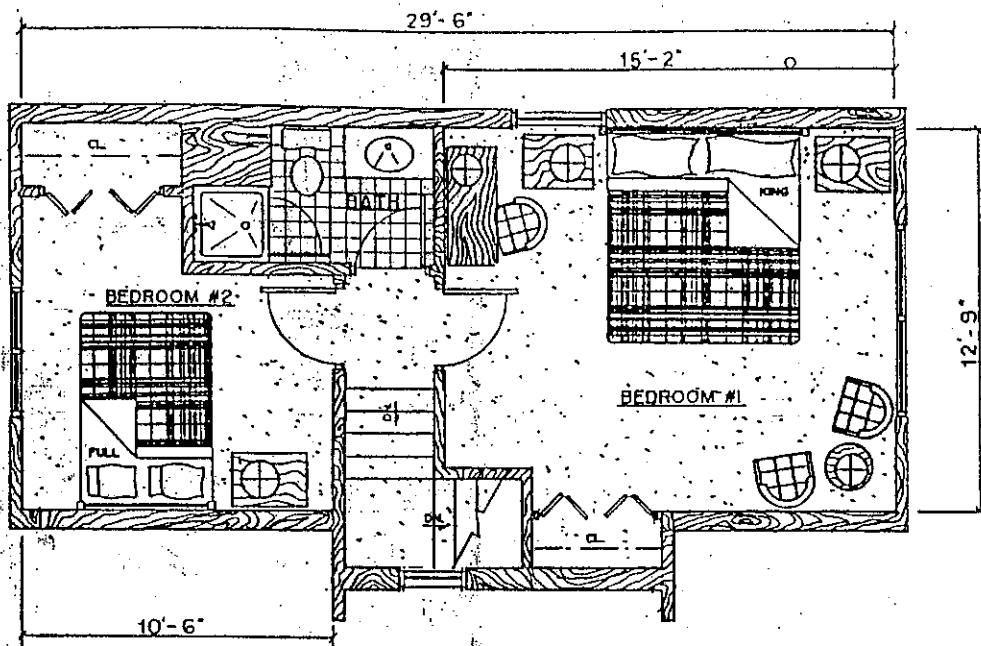
10. The standard for quality of air shall be as follows:

11. The standard for quality of air shall be as follows:

12. The standard for quality of air shall be as follows:

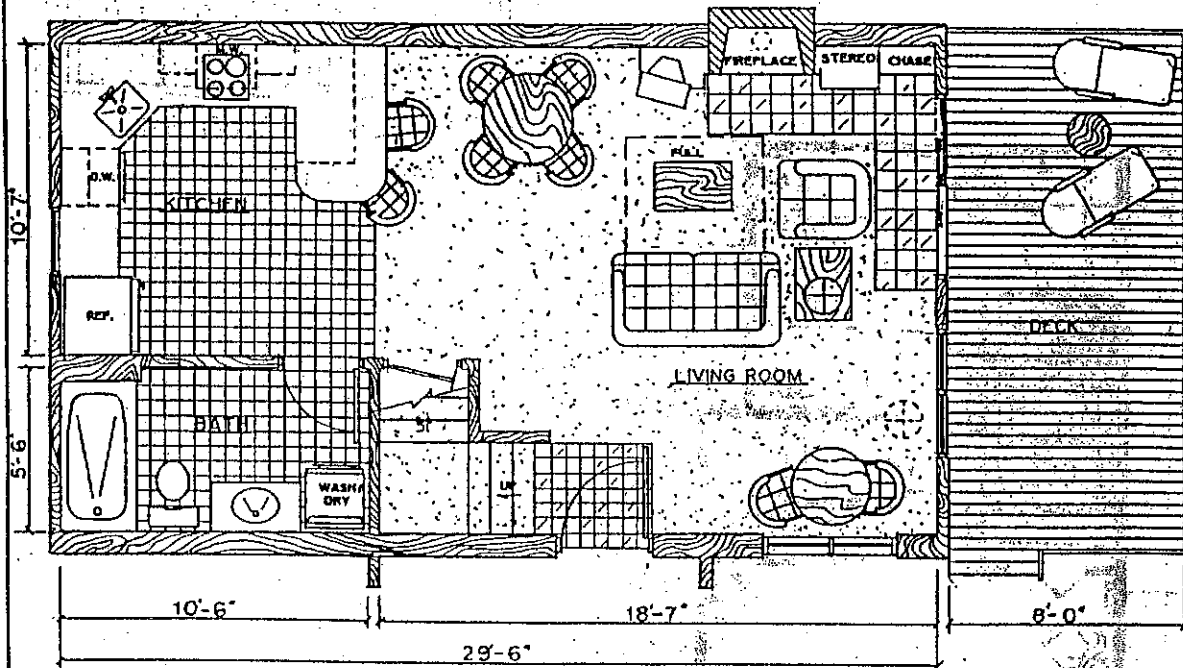
13. The standard for quality of air shall be as follows:

14. The standard for quality of air shall be as follows:



SECOND FLOOR PLAN

1/4" = 1'-0"



FIRST FLOOR PLAN

1/4" = 1'-0"

I hereby certify that this plan or specification was prepared by me or under my direct personal supervision and that I am a duly Registered Professional Engineer under the laws of the State of Iowa and that I am competent to prepare this document.

Arthur D. Burr
 Arthur D. Burr, P.E. & L.S.
 Registration No. 5026

3/14/89
 Date



SCHEDULE A-1

**CEB MUNICIPAL
 ENGINEERING
 CONSULTANTS, P.C.**

Box 220
 Sergeant Bluff, Iowa 51054
 Phone 312-943-5055

VILLAGE LAKESHARES
 TWO BEDROOM TOWNHOME

DWG. NO. 4
 JOB NO. 6628

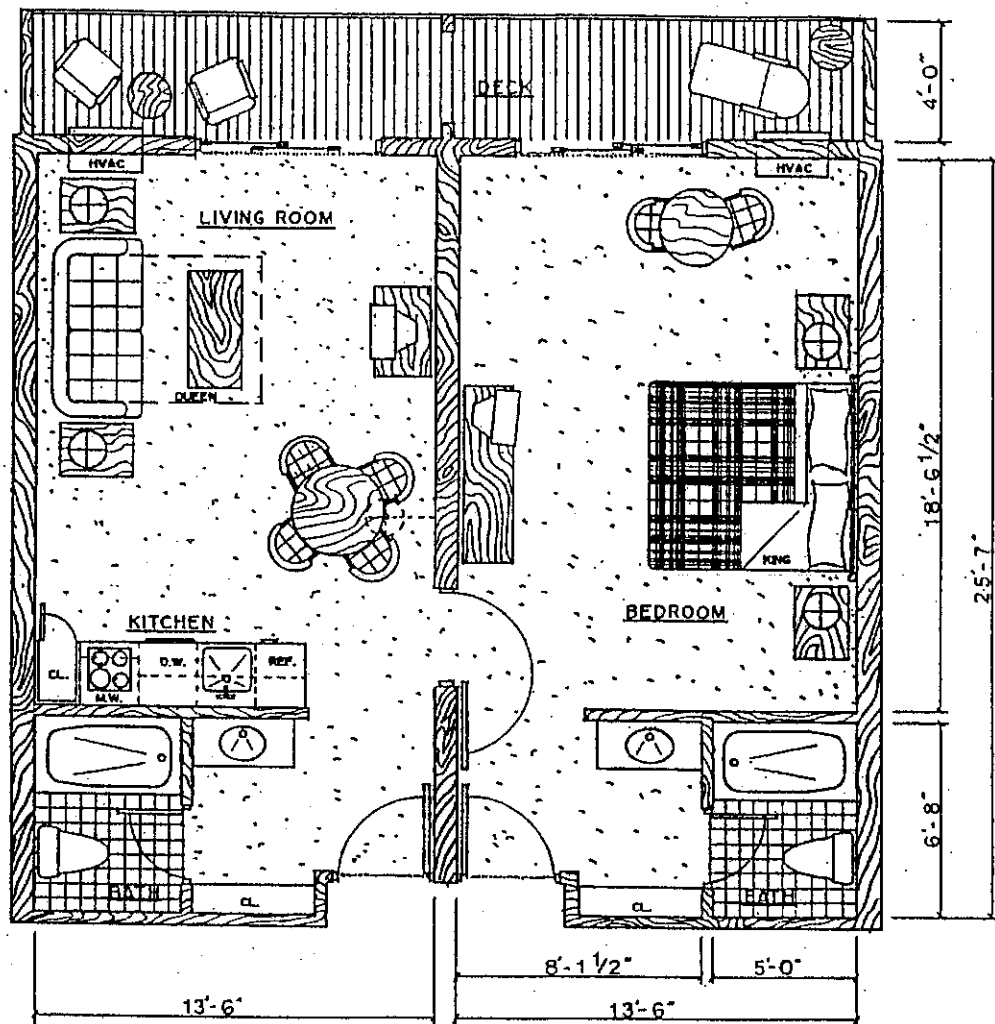
A-3

TOWNHOUSE INVENTORY

1	Steam Iron	_____	1	Manual Can Opener	_____
3	Containers & Lids	_____	2	Beaters	_____
3	Glass Mixing Bowls	_____	1	Hand Mixer	_____
1	Sugar Bowl & Creamer	_____	1	Vegetable Peeler	_____
1	Cup Measuring Cup	_____			
1	Platter	_____	1	Grater & Strainer	_____
8	Dinner Plates	_____		Measuring Spoons	_____
8	Salad Plates	_____		Measuring Cups	_____
8	Cereal Bowls	_____	1	Salad Server	_____
8	Coffee Mugs	_____			
1	Blender	_____	1	Silverware Tray	_____
	Coffee Filters	_____	2	Table Spoons	_____
2	Ritchers & Lids	_____	8	Dinner Forks	_____
8	Wine Glasses	_____	8	Dinner Knives	_____
8	Large Glasses	_____	8	Soup Spoons	_____
8	Medium Glasses	_____	8	Teaspoons	_____
8	Small Glasses	_____	8	Salad Forks	_____
2	Ashtrays	_____	8	Steak Knives	_____
1	Shot Glass	_____			
1	Dutch Oven	_____	1	Coffee Maker	_____
1	Serving Tray	_____	6	Coasters	_____
8	Placemats	_____	2	Dish Towels	_____
1	Frying Pan & Lid	_____	1	Toaster	_____
1	Small Saucepan & Lid	_____	1	Cutting Board	_____
1	Medium Saucepan & Lid	_____	3	Door Mats	_____
1	Pizza Pan	_____	1	Broom & Dust Pan	_____
1	Glass Baking Dish	_____	1	Sponge Mop & Bucket	_____
1	Casserole Dish & Lid	_____	1	Vacuum	_____
1	Cookie Sheet	_____	1	Laundry Basket	_____
1	Colander	_____	1	Bathroom Plunger	_____
1	Dish Strainer & Tray	_____	1	Rollaway Bed & Linens	_____
			1	Fire Extinguisher	_____
1	Patio Table	_____			
4	Patio Chairs	_____	4	Bath Towels	_____
1	Slotted Spoon	_____	4	Hand Towels	_____
1	Utility Spoon	_____	4	Wash Cloths	_____
1	Ladle	_____			
1	Wooden Spoon	_____	2	Barstools	_____
1	Carving Fork	_____	6	Dining Chairs	_____
1	Serrated Knife	_____	1	Dining Table w/centerpiece	_____
1	Pancake Turner	_____	2	TV's & VCR w/remotes	_____
1	Pizza Cutter	_____	1	Stereo System	_____
1	Paring Knife	_____	1	End Table & Lamp	_____
			1	Full Hide-a-Bed	_____
2	Pot Holders	_____	1	Cedar Chest w/linens	_____
2	Twin Beds w/linens	_____	1	Occasional Table	_____
1	Dresser	_____			
1	Bottle Opener	_____	1	Lounge Chair	_____
1	Spatula	_____	1	Clock Radio	_____
1	Tongs	_____	1	Floral Arrangement	_____
1	Whisk	_____	1	Floor Lamp	_____
1	Corkscrew	_____	2	Nightstands w/lamps	_____
			1	King Bed w/linens	_____
			6	Bath Towels	_____
			6	Hand Towels	_____
			6	Wash Cloths	_____
			1	Bath Mat	_____
			4	Wastebaskets	_____

TOWNHOUSE (3 BEDROOM) INVENTORY

1	Iron	_____	1	Wooden Spoon	_____
2	Ashtrays	_____	1	Spatula	_____
3	Containers & Lids	_____	1	Strainer	_____
1	Glass Baking Dish	_____	1	Tongs	_____
1	Casserole Dish & Lid	_____	1	Cookie Sheet	_____
1	Glass Measuring Cup	_____	1	Pizza Pan	_____
	Measuring Cups	_____	1	Colander	_____
8	Wine Glasses	_____	1	Frying Pan	_____
8	Medium Glasses	_____	1	Dutch Oven	_____
8	Small Glasses	_____	3	Saucepan & Lids	_____
1	Shot Glass	_____	1	Full Bed	_____
2	Pitchers & Lids	_____	1	Dresser	_____
1	Blender	_____	1	Nightstand	_____
	Coffee Filters	_____	1	Lamp	_____
1	Platter	_____	1	Telephone	_____
3	Glass Mixing Bowls	_____	1	Clock	_____
8	Dinner Plates	_____	1	Rollaway	_____
8	Salad Plates	_____	1	Utility Pail	_____
8	Cereal Bowls	_____	1	Ironing Board	_____
8	Coffee Mugs	_____	1	Broom & Dust Pan	_____
8	Large Glasses	_____	1	Vacuum	_____
1	Cream & Sugar	_____	1	Laundry Basket	_____
8	Knives	_____	1	Coffee Maker	_____
8	Forks	_____	1	Toaster	_____
8	Spoons	_____	1	Ice Bucket	_____
2	Tablespoons	_____	1	Cutting Board	_____
8	Salad Forks	_____	4	Bath Towels	_____
8	Soup Spoons	_____	4	Hand Towels	_____
8	Steak Knives	_____	4	Wash Cloths	_____
1	Paring Knife	_____	1	Bath Mat	_____
1	Bottle Opener	_____	1	Toilet Brush	_____
1	Vegetable Peeler	_____	1	Plunger	_____
1	Corkscrew	_____	2	Queen Beds	_____
1	Manual Can Opener	_____	2	Wicker Chairs	_____
1	Queen Bed	_____	1	Table w/4 Chairs	_____
1	Nightstand	_____	6	Bath Towels	_____
1	Dresser	_____	6	Hand Towels	_____
1	Lamp	_____	6	Wash Cloths	_____
1	Hand Mixer/2 Beaters	_____	1	Bath Mat	_____
1	Grater	_____	2	Lamps	_____
1	Whisk	_____	1	Dresser	_____
1	Serrated Knife	_____	1	Table	_____
1	Utility Spoon	_____	1	Mirror	_____
1	Slotted Spoon	_____	1	Bench	_____
1	Carving Fork	_____	2	T.V.'s w/remotes	_____
1	Pancake Turner	_____	1	Stereo w/2 speakers	_____
1	Ladle	_____	1	Couch	_____
1	Salad Server	_____			



FLOOR PLAN C

1/4" = 1'-0"

I hereby certify that this plan or specification was prepared by me or under my direct personal supervision and that I am a duly Registered Professional Engineer under the laws of the State of Iowa and that I am competent to prepare this document.

Arthur D. Burr
 Arthur D. Burr, P.E. & L.S.
 Registration No. 5026

3/14/89
 Date



M **E** **C** **E** **N** **G** **I** **N** **E** **E** **R** **I** **N** **G**
MUNICIPAL
ENGINEERING
CONSULTANTS, P.C.

Box 220
 Sergeant Bluff, Iowa 51054
 Phone 712-943-5055

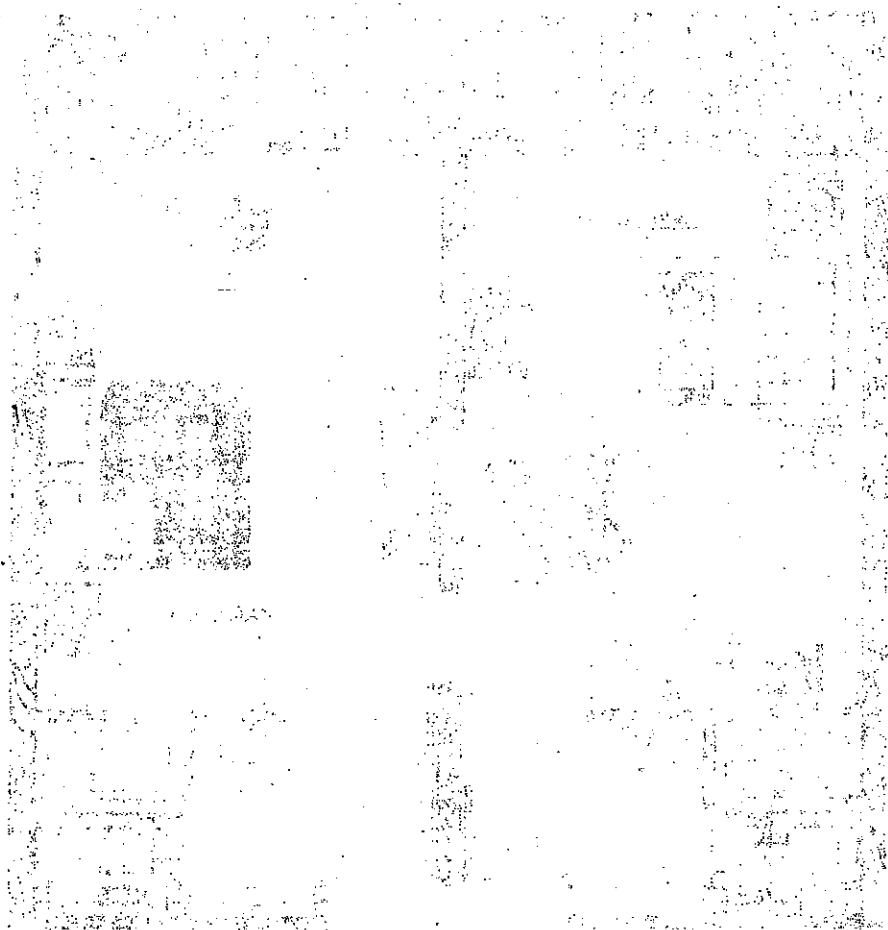
VILLAGE LAKESHARES
 ONE BEDROOM

DWG. NO.

1

JOB NO. 5628

A-12



ONE BEDROOM INVENTORY

1	Platter	6	Steak Knives
6	Coffee Mugs	1	Paring Knife
6	Cereal Bowls	1	Bottle Opener
6	Dinner Plates	1	Vegetable Peeler
6	Salad Plates	1	Manual Can Opener
1	Coffee Maker/Filters	1	Serrated Knife
1	Blender	1	Wooden Spoon
2	Pitchers & Lids	2	Mixer Beaters
2	Ashtays	1	Tongs
1	Sugar Bowl & Creamer	1	Utility Spoon
1	Shot Glass	1	Slotted Spoon
6	Juice Glasses	1	Carving Fork
6	Wine Glasses	1	Pizza Cutter
6	Highball Glasses	1	Salad Server
6	Old Fashioned Glasses	1	Whisk
	Set of Measuring Cups	1	Strainer
3	Containers & Lids	1	Ladle
3	Glass Mixing Bowls	1	Corkscrew
1	Hand Mixer	1	Pancake Turner
1	1 cup Measuring Cup	1	Measuring Spoons
			Spatula
1	Utility Bucket	1	Dinning Table/Chairs
6	Placemats	1	Floral Centerpiece
2	Pot Holders	1	Dresser/Armoire
1	Steam Iron	2	T.V.'s & VCR w/remotes
1	Fire Extinguisher	1	Stereo System
1	Dish Strainer & Tray	1	Hide-a-Bed/linens
6	Coasters	1	Coffee Table
1	Ice Bucket	2	End Tables
1	Cutting Board	2	Table Lamps
1	Toaster	4	Bath Towels
2	Dish Towels	4	Hand Towels
1	Dish Cloth	4	Wash Cloths
		1	Bath Mat
1	Glass Baking Dish	24	Hangers
1	Casserole Dish & Lid	1	Toilet Brush
1	Grater	1	Bathroom Plunger
1	Frying Pan & Lid	1	Laundry Basket
1	Small Saucepan & Lid	1	Dresser & Lamp
1	Medium Saucepan & Lid	1	Floral Arrangement
1	Dutch Oven	1	Hanging Plant
1	Colander	1	Table w/2 Chairs
1	Serving Tray	2	Nightstands
1	Ironing Board	2	Table Lamps
1	Broom	1	Clock Radio
1	Sponge Mop	1	King Bed & Linens
1	Dust Pan	4	Bath Towels
1	Vacuum	4	Hand Towels
		4	Wash Cloths
6	Dinner Knives	1	Bath Mat
6	Dinner Forks		
6	Teaspoons		
6	Salad Forks		
6	Soup Spoons		
2	Serving Spoons		

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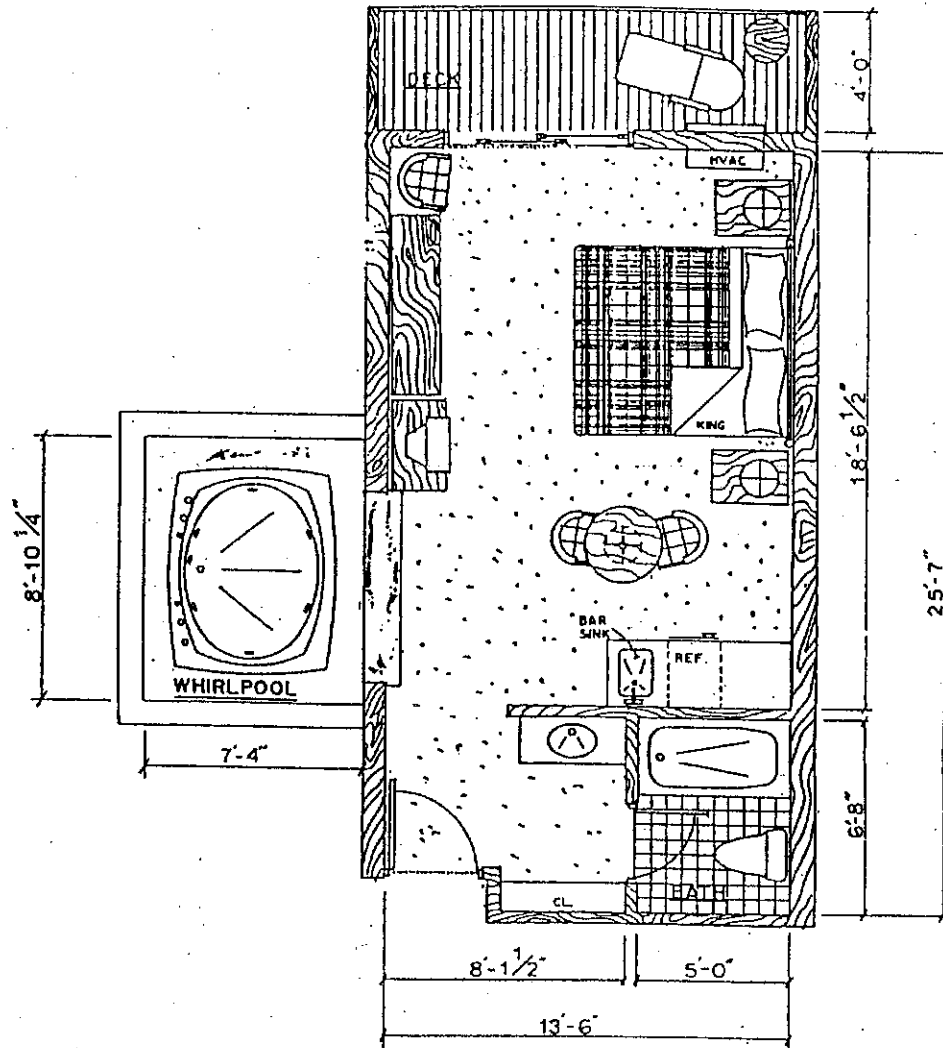
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FLOOR PLAN B

$\frac{1}{4}'' = 1'-0''$

I hereby certify that this plan or specification was prepared by me or under my direct personal supervision and that I am a duly Registered Professional Engineer under the laws of the State of Iowa and that I am competent to prepare this document.

Arthur D. Burr
 Arthur D. Burr, P.E. & L.S.
 Registration No. 5026

3/14/89
 Date

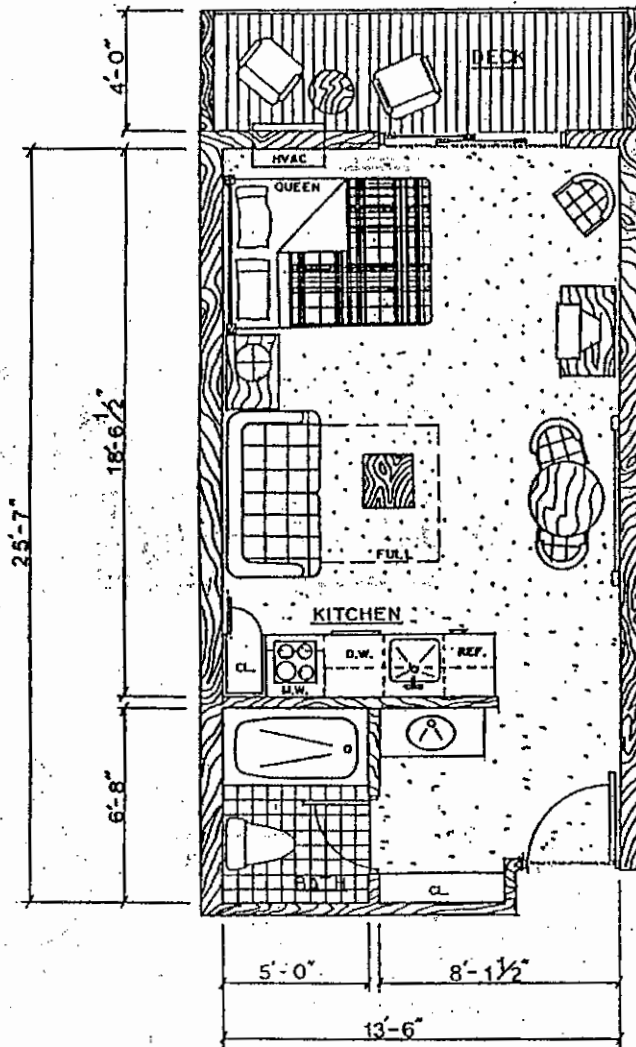


**MUNICIPAL
 ENGINEERING
 CONSULTANTS, P.C.**

Box 320
 Sergeant Bluff Iowa 51054
 Phone 712-943-5055

EXECUTIVE STUDIO

DWG NO. **3**
 REVISE: 3-17-89
 JOB NO. 6628



FLOOR PLAN A

$\frac{1}{4}'' = 1'-0''$

I hereby certify that this plan or specification was prepared by me or under my direct personal supervision and that I am a duly Registered Professional Engineer under the laws of the State of Iowa and that I am competent to prepare this document.

Arthur O. Burr
 Arthur O. Burr, P.E. & L.S.
 Registration No. 5026

3/14/89
 DATE



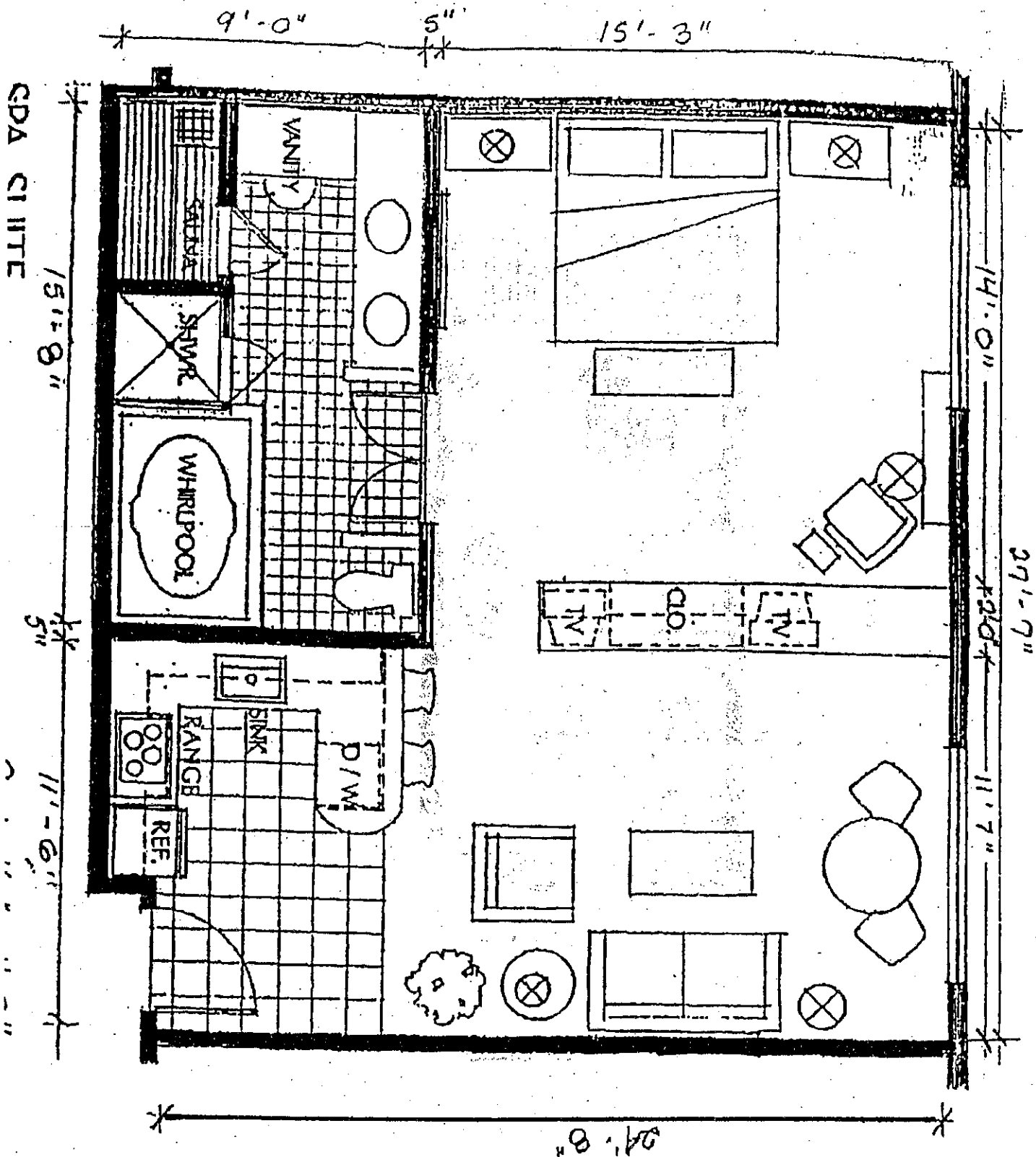
SCHEDULE B-1

**MUNICIPAL
 ENGINEERING
 CONSULTANTS, P.C.**

Box 220
 Sergeant Bluff, Iowa 51054
 Phone 712-943-5053

**VILLAGE LAKESHARES
 STUDIO**

DWG. NO.
2
 JOB NO. 6628



"FLOOR PLAN E"

STUDIO INVENTORY

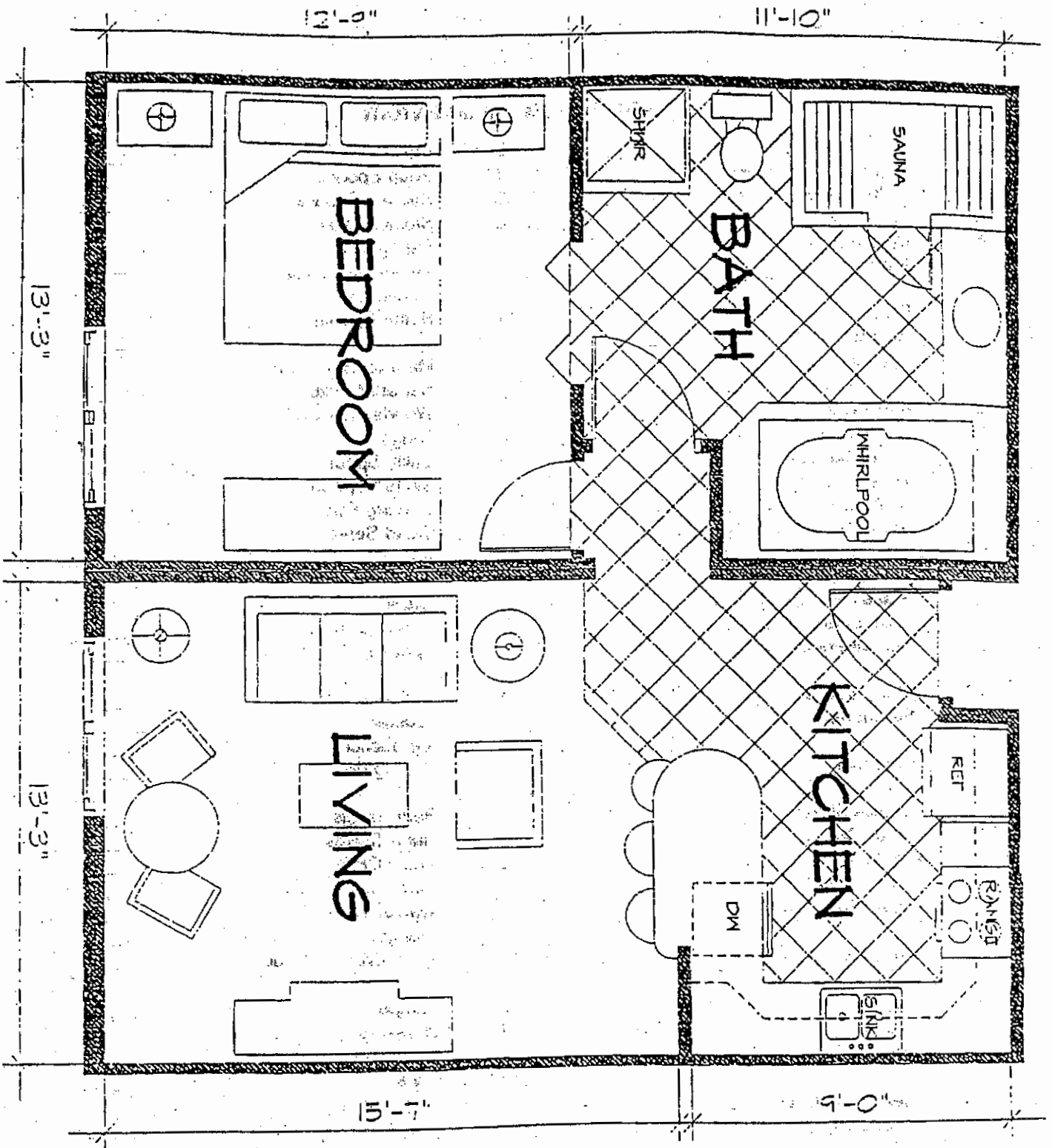
1	Platter	6	Bath Towels
6	Coffee Mugs	6	Hand Towels
6	Cereal Bowls	6	Wash Cloths
6	Dinner Plates	1	Bath Mat
6	Salad Plates	2	Wastebaskets
	Filters	1	Laundry Basket
1	Blender	12	Hangers
2	Pitchers & Lids	1	Toilet Brush & Caddy
		1	Bathroom Plunger
1	Sugar Bowl & Creamer	1	Luggage Rack
1	Shot Glass	6	Dinner Knives
2	Ashtrays	6	Dinner Forks
6	Wine Glasses	6	Teaspoons
6	Highball Glasses	6	Salad Forks
6	Old Fashion Glasses	6	Soup Spoons
6	Juice Glasses	2	Serving Spoons
		6	Steak Knives
3	Containers & Lids	1	Paring Knife
3	Glass Mixing Bowls	1	Bottle Opener
1	Hand Mixer	1	Vegetable Peeler
1	1 cup Measuring Cup	1	Pizza Cutter
1	Set of Measuring Cups		
		1	Manual Can Opener
6	Placemats	1	Serrated Knife
2	Pot Holders	1	Wooden Spoon
1	Steam Iron	2	Mixer Beaters
1	Utility Bucket	1	Tong
		1	Utility Spoon
1	Dish Strainer	1	Slotted Spoon
1	Fire Extinguisher	1	Carving Fork
		1	Salad Server
1	Glass Baking Dish	1	Whisk
1	Casserole Dish & Lid	1	Strainer
1	Grater	1	Ladle
1	Frying Pan & Lid	1	Corkscrew
1	Small Saucepan & Lid	1	Pancake Turner
1	Medium Saucepan & Lid		Measuring Spoons
1	Dutch Oven	1	Spatula
1	Colander		
1	Serving Tray	1	Dining Table w/4 chairs
		1	Centerpiece
1	Ironing Board	1	Dresser/linens
1	Broom	1	T.V. & VCR w/remotes
1	Sponge Mop	1	Stereo System
1	Dust Pan	1	Queen Bed w/linens
1	Vacuum	1	Hide-a-bed w/linens
		1	Coffee Table
		1	Nightstand
6	Coasters	1	Clock/Lamp
1	Ice Bucket		
		1	Patio Table
1	Toaster	2	Patio Chairs
2	Dish Towels		
1	Dish Cloth		
1	Cutting Board		
1	Coffee Maker		

EXECUTIVE STUDIO INVENTORY

4	Dinner Plates	1	Whisk
4	Salad Plates	1	Wooden Spoon
4	Cereal Bowls	1	Serrated Knife
3	Glass Mixing Bowels	1	Ladle
1	Set of Measuring Cups	1	Corkscrew
1	Platter	1	Vegetable Peeler
1	Casserole Dish & Lid	1	Slotted Spoon
		1	Utility Spoon
4	Wine Glasses	1	Manual Can Opener
4	Large Glasses		Measuring Spoons
4	Medium Glasses	1	Pizza Cutter
4	Small Glasses	1	Silverware Tray
4	Coffee Mugs	4	Dinner Knives
1	Cup Measuring Cup	4	Dinner Forks
2	Ashtrays	4	Salad Forks
2	Pitchers & Lids	4	Teaspoons
3	Containers & Lids	4	Steak Knives
1	Sugar Bowl & Creamer	1	Tongs
1	Shot Glass	1	Bottle Opener
		1	Carving Fork
1	Serving Tray	1	Microwave Probe
1	Glass Baking Dish		
1	Grater	1	King Bed & Linens
1	Colander	2	Nightstands
1	Strainer	1	TV & VCR w/remotes
		2	Chairs & Table
4	Placemats	2	Wastebaskets
2	Pot Holders		
1	Steam Iron	1	Dish Strainer & Tray
	Filters	1	Fire Extinguisher
1	Blender		
		4	Bath Towels
1	Microwave Oven	4	Hand Towels
1	Toaster	4	Wash Cloths
1	Ice Bucket	2	Wastebaskets
1	Cutting Board	1	Ironing Board
2	Dish Towels	1	Bathroom Plunger
1	Dish Cloth	1	Luggage Rack
6	Coasters		
1	Salad Server		
1	Pancake Turner		

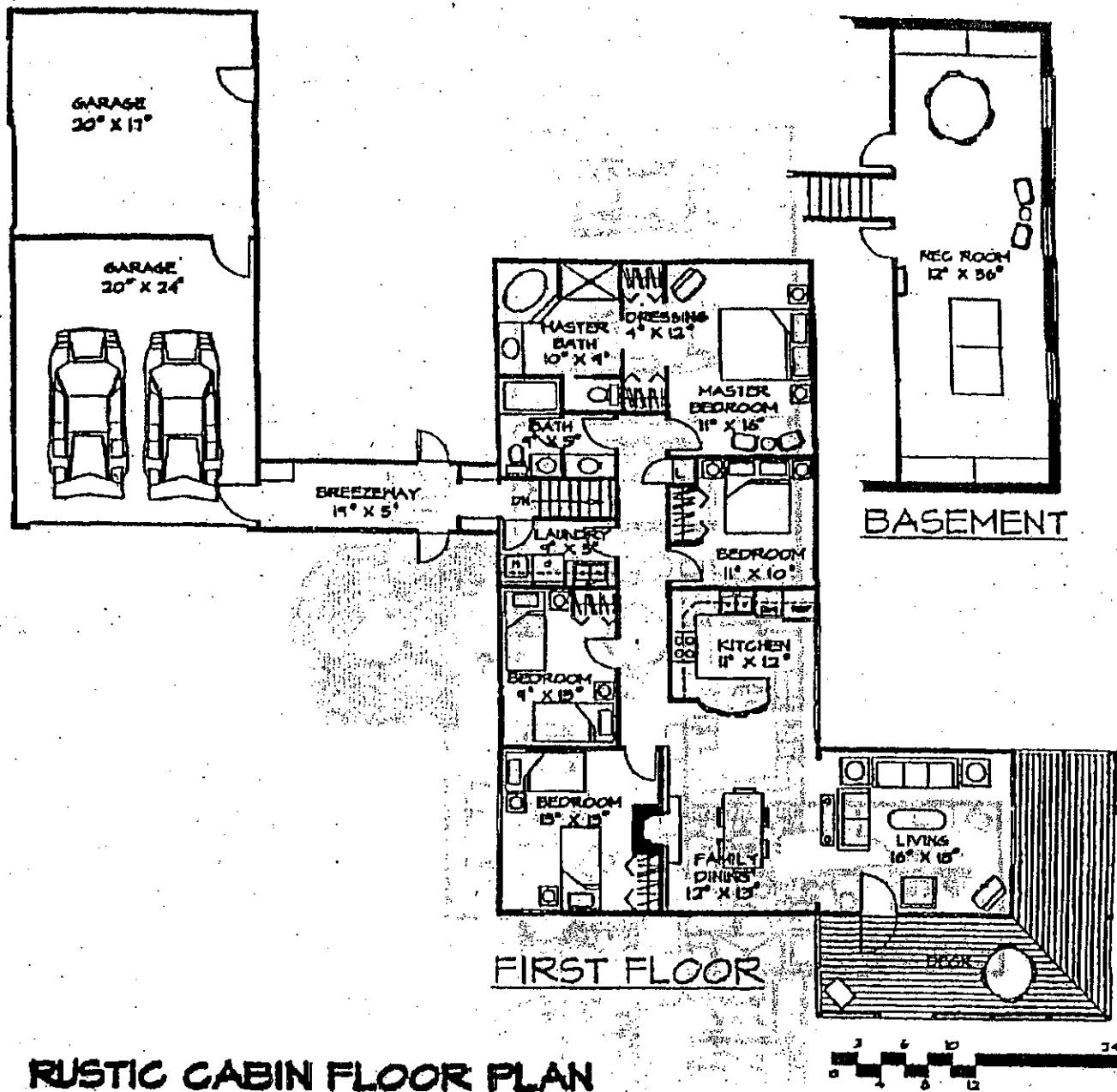
SPA SUITE

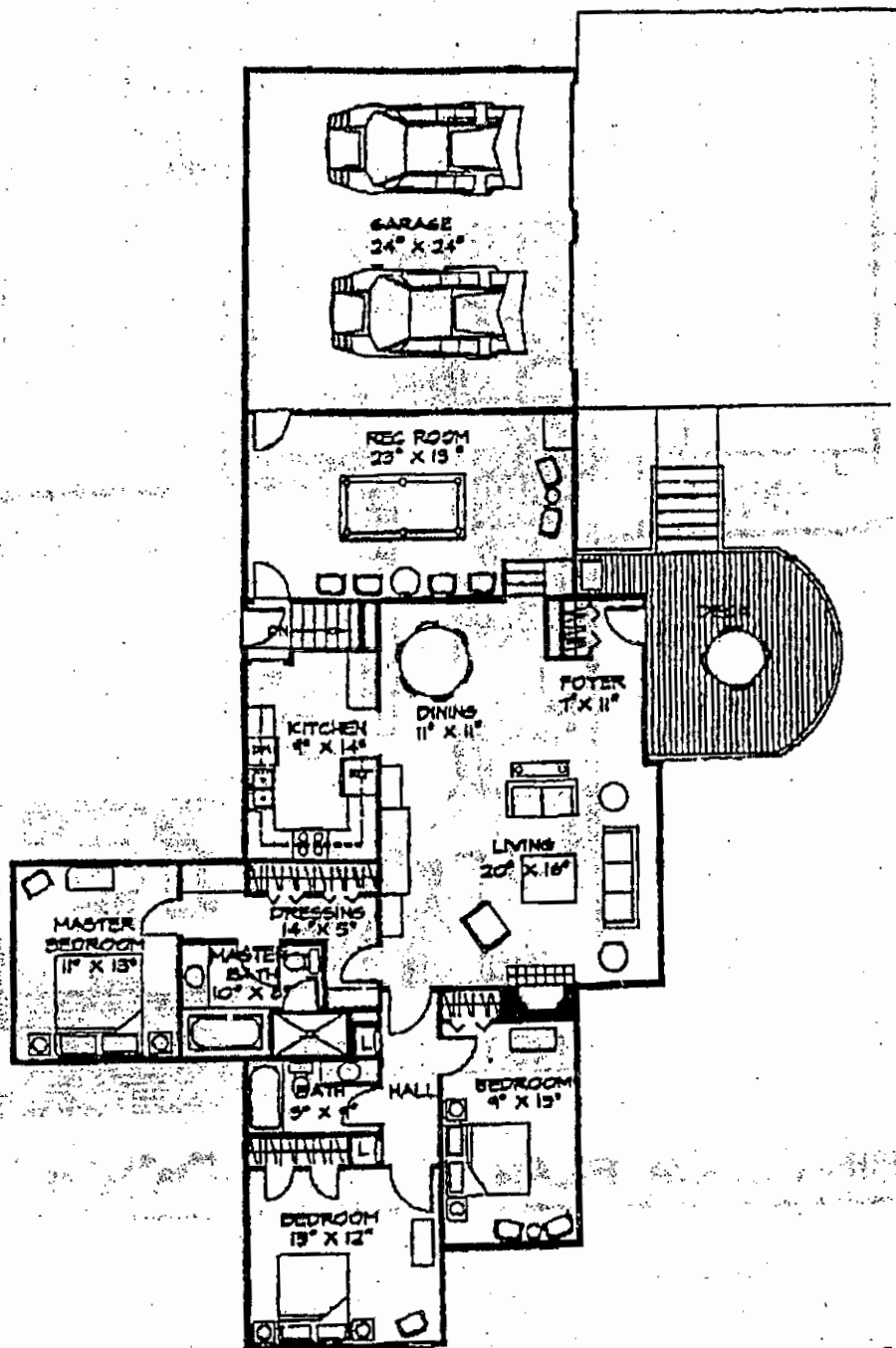
SCALE 1/4"=1'-0"



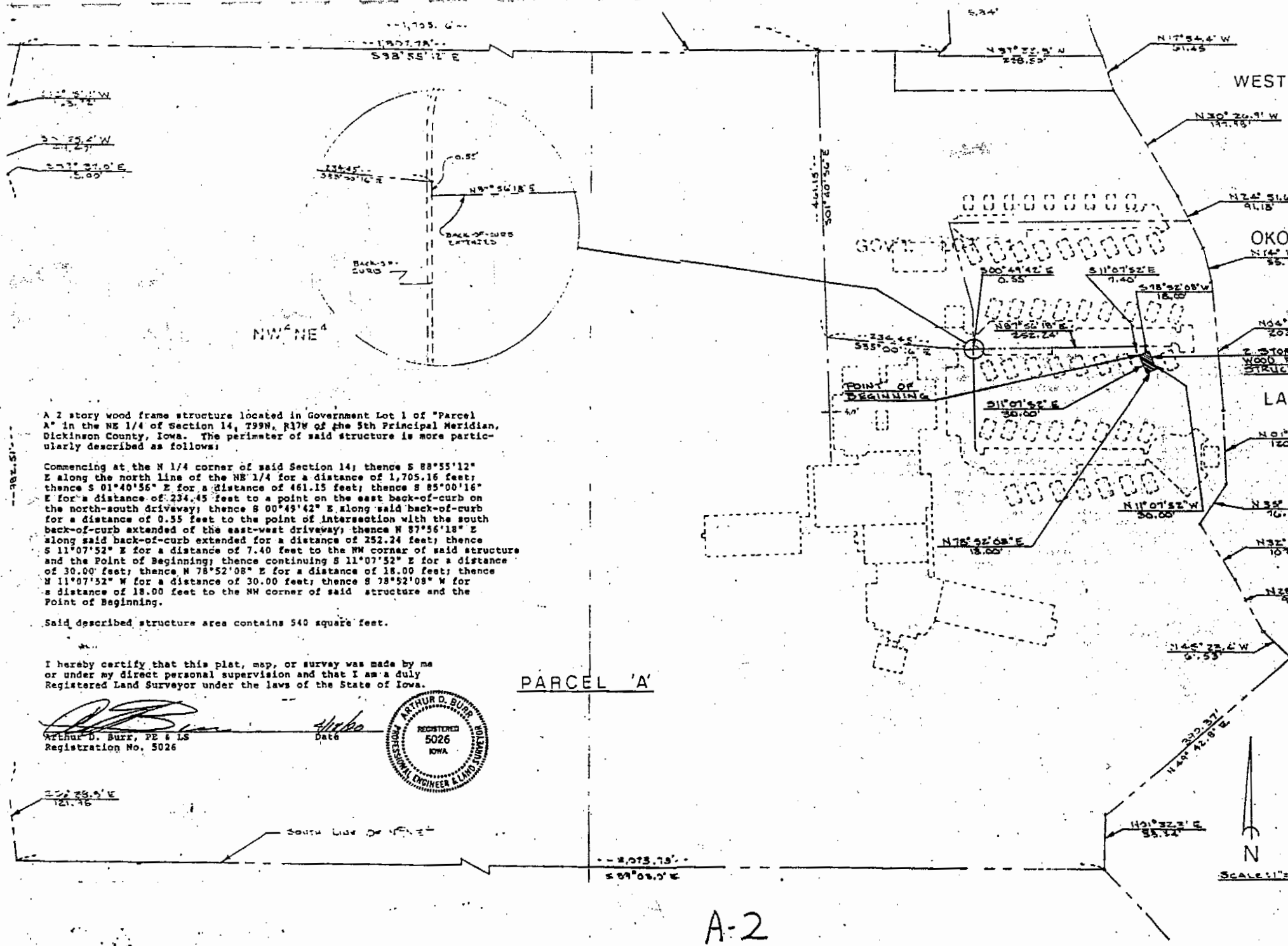
ONE BEDROOM SPA INVENTORY

6	Dinner Plates		6	Salad Forks	
1	Sugar Bowl & Creamer		6	Soup Spoons	
6	Coffee Mugs		2	Serving Spoons	
6	Salad Plates		6	Steak Knives	
6	Cereal Bowls		1	Paring Knife	
1	Platter		1	Vegetable Peeler	
			1	Corkscrew	
	Filters		1	Bottle Opener	
1	Blender				
2	Pitchers & Lids		1	Manual Can Opener	
			1	Serrated Knife	
2	Ash Trays		1	Wooden Spoon	
1	Shot Glass		1	Tongs	
6	Juice Glasses		1	Utility Spoon	
6	Wine Glasses		1	Slotted Spoon	
6	Highball Glasses		1	Carving Fork	
6	Old Fashion Glasses		1	Salad Server	
			1	Whisk	
3	Glass Mixing Bowls				
1	Glass Baking Dish		1	Ladle	
1	Casserole Dish & Lid		1	Pancake Turner	
3	Containers & Lids		1	Spatula	
1	Utility Bucket		1	Coffee Maker	
1	Steam Iron		1	Toaster	
			1	Ice Bucket	
1	Colander		1	Cutting Board	
1	Cookie Sheet		6	Bath Towels	
1	Pizza Pan		6	Hand Towels	
1	Fry Pan		6	Wash Cloths	
1	Dutch Oven		2	Bath Mats	
2	Small Sauce Pans & Lids		1	Wastebasket	
			1	Plunger	
1	Broom & Dust Pan		1	Toilet Brush & Caddy	
1	Sponge Mop				
6	Placemats		3	Lamps	
2	Pot Holders		2	Dressers	
			1	Wicker Chair	
	Measuring Cups		2	T.V.'s	
	Measuring Spoons		1	Luggage Rack	
1	Strainer		1	Bench	
1	Grater				
			1	Stereo	
1	Hand Mixer		2	Speakers	
2	Beaters		1	Couch	
			1	Chair	
6	Dinner Knives		1	Dining Table w/2 chairs	
6	Dinner Forks		1	Ottoman	
6	Teaspoons		2	Lamps	





MANSION FLOOR PLAN

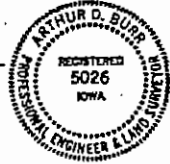


A 2 story wood frame structure located in Government Lot 1 of "Parcel A" in the NE 1/4 of Section 14, T99N, R17W of the 5th Principal Meridian, Dickinson County, Iowa. The perimeter of said structure is more particularly described as follows:

Commencing at the N 1/4 corner of said Section 14; thence S 88° 55' 12" E along the north line of the NE 1/4 for a distance of 1,705.16 feet; thence S 01° 40' 56" E for a distance of 461.15 feet; thence S 85° 00' 16" E for a distance of 234.45 feet to a point on the east back-of-curb on the north-south driveway; thence S 00° 49' 42" E along said back-of-curb for a distance of 0.55 feet to the point of intersection with the south back-of-curb extended of the east-west driveway; thence N 87° 56' 18" E along said back-of-curb extended for a distance of 252.24 feet; thence S 11° 07' 52" E for a distance of 7.40 feet to the NW corner of said structure and the Point of Beginning; thence continuing S 11° 07' 52" E for a distance of 30.00 feet; thence N 78° 52' 08" E for a distance of 18.00 feet; thence N 11° 07' 52" W for a distance of 30.00 feet; thence S 78° 52' 08" W for a distance of 18.00 feet to the NW corner of said structure and the Point of Beginning.

Said described structure area contains 540 square feet.

I hereby certify that this plat, map, or survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.


 Arthur D. Burr, PE & LS
 Registration No. 5026
 Date 4/16/20


PARCEL 'A'

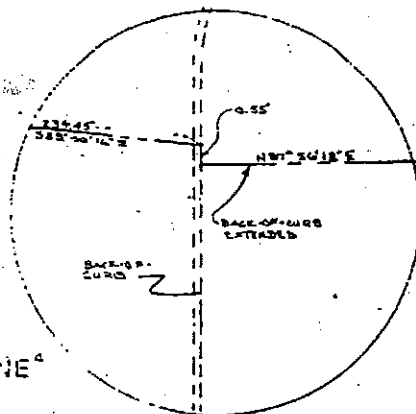
A-2

OWNER: VILLAGE RESORT

PRIMARY 20'11.0" W ROAD
IOWA

212° 51.1' W
16.5' 12"
20° 23.2' W
24.4' 7"
20° 17.0' E
15.00'

NW 1/4 NE 4



A 2 story wood frame structure located in Government Lot 1 of "Parcel A" in the NE 1/4 of Section 14, T39N, R37W of the 5th Principal Meridian, Dickinson County, Iowa. The perimeter of said structure is more particularly described as follows:

Commencing at the N 1/4 corner of said Section 14; thence S 88°55'12" E along the north line of the NE 1/4 for a distance of 1,705.16 feet; thence S 01°40'56" E for a distance of 461.15 feet; thence S 85°00'16" E for a distance of 234.45 feet to a point on the east back-of-curb on the north-south driveway; thence S 00°49'42" E along said back-of-curb for a distance of 0.55 feet to the point of intersection with the south back-of-curb extended of the east-west driveway; thence N 87°55'18" E along said back-of-curb extended for a distance of 193.55 feet; thence S 11°47'47" E for a distance of 10.90 feet to the NW corner of said structure and the Point of Beginning; thence continuing S 11°47'47" E for a distance of 30.00 feet; thence N 78°12'13" E for a distance of 18.00 feet; thence N 11°47'47" W for a distance of 30.00 feet; thence S 78°12'13" W for a distance of 18.00 feet to the NW corner of said structure and the Point of Beginning.

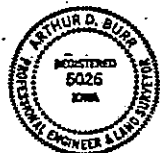
Said described structure area contains 540 square feet.

I hereby certify that this plat, map, or survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Arthur D. Burr, PE & LS
Registration No. 5026

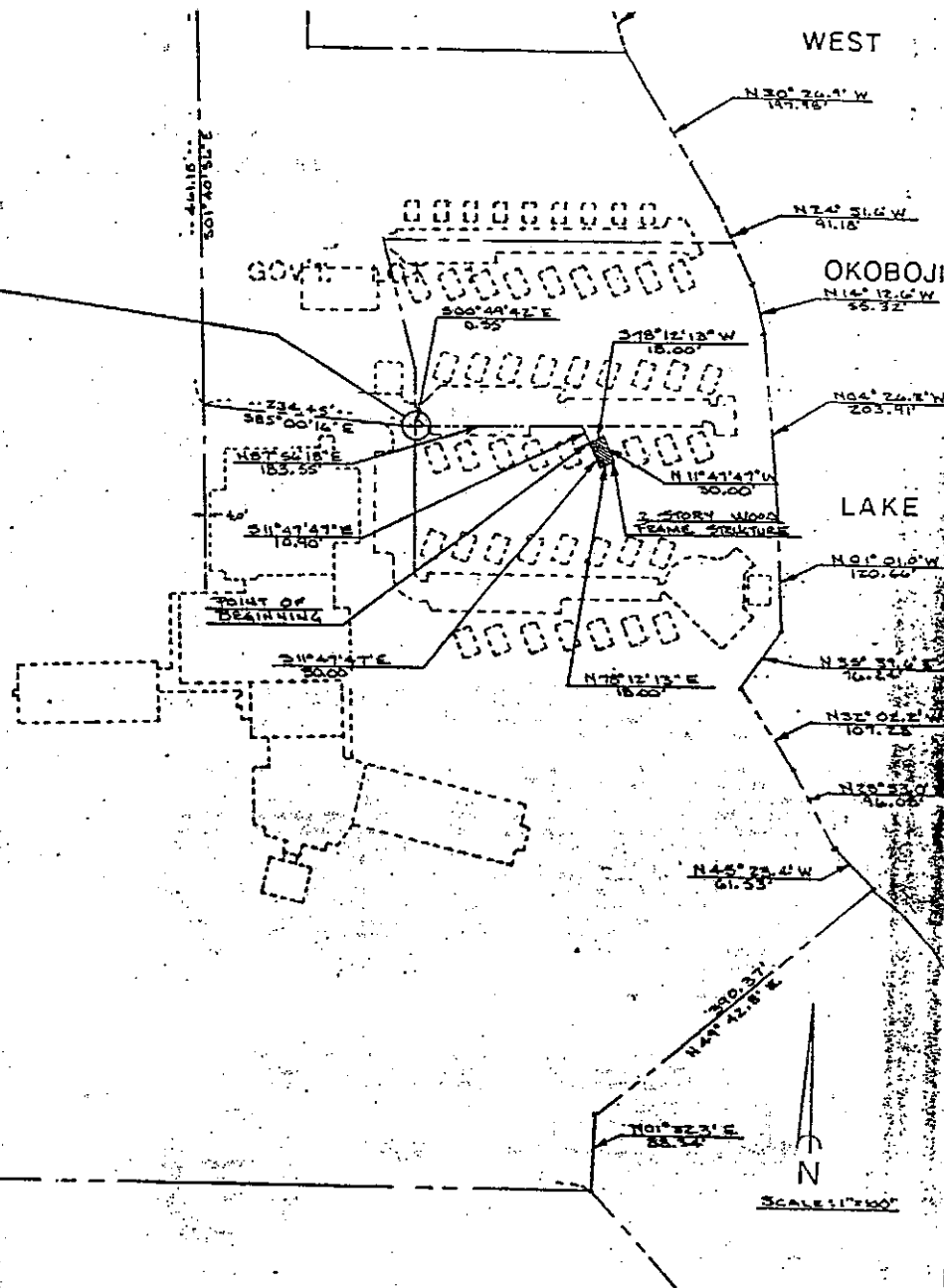
Date

4/19/60



PARCEL 'A'

A-2



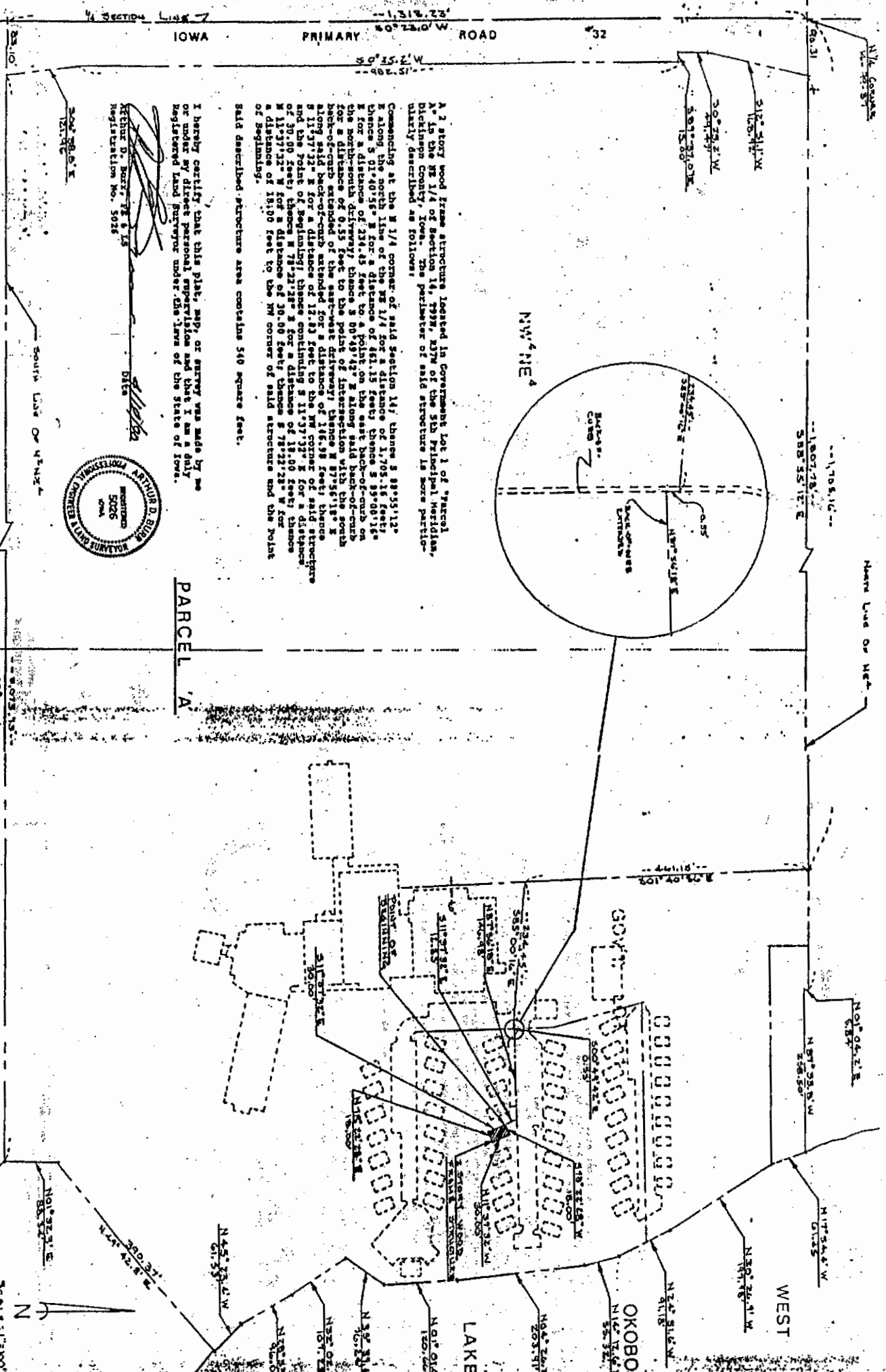
REVISION	REASON

MUNICIPAL
ENGINEERING

Box 220
Sergeant Bluff, Iowa 51954

OWNER: VILLAGE RESORTS
LEGAL DESCRIPTION
E-4 TOWNHOUSE

DWG. NO.
20



A 2 story wood frame structure located in Government Lot 1 of "Parcel A" is to the NE 1/4 of Section 16, T99N, R37E of the 5th Principal Meridian, Dickinson County, Iowa. The perimeter of said structure is more particularly described as follows:

Commencing at the NW corner of said section 16, thence S 89°53'12" E along the north line of the NE 1/4 for a distance of 1,705.18 feet; thence S 01°40'38" E for a distance of 181.15 feet; thence S 19°00'12" E for a distance of 138.43 feet to POB 1; thence S 00°49'42" E along said back-of-curb for a distance of 0.51 feet to the point of intersection with the south back-of-curb extended of the east-west driveway; thence N 87°56'11" E along said back-of-curb extended for a distance of 16.28 feet; thence S 11°37'32" E for a distance of 17.83 feet to the NW corner of said structure and the point of beginning; thence containing S 11°37'32" E for a distance of 30.00 feet; thence N 78°22'28" E for a distance of 18.00 feet; thence S 11°37'32" E for a distance of 30.00 feet; thence S 78°22'28" E for a distance of 18.00 feet to the NW corner of said structure and the point of beginning.

Said described structure area contains 540 square feet.

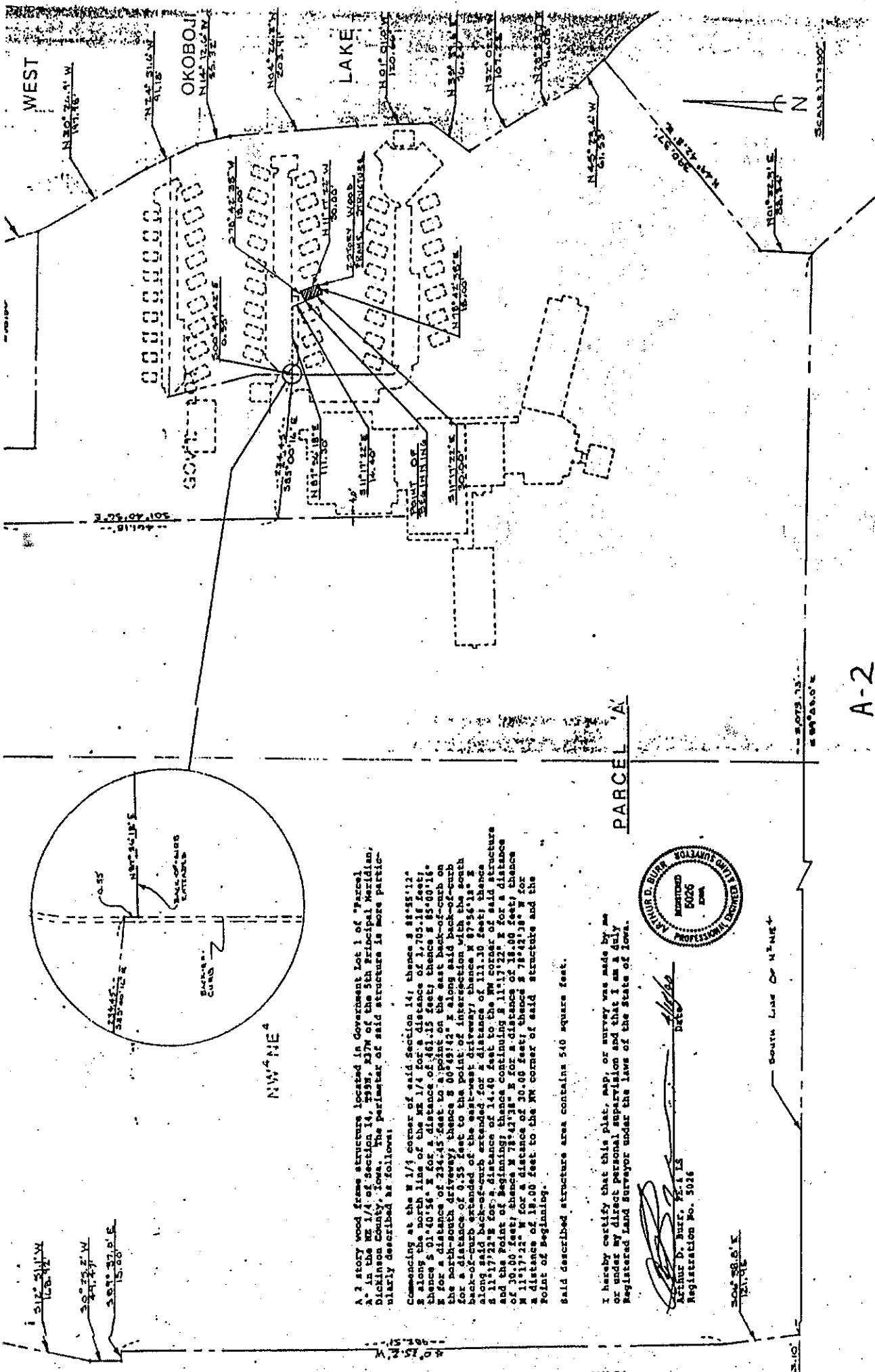
I hereby certify that this plat, map, or survey was made by me or under my direct personal supervision and that I am a duly registered land surveyor under the laws of the State of Iowa.

ARTHUR D. BULL
 Registered Land Surveyor
 Registration No. 5026
 Date 11/16/02



PARCEL 'A'

A-2



A 2 story wood frame structure located in Government Lot 1 of "Parcel A" in the NE 1/4 of Section 14, T33N, R17W of the 5th Principal Meridian, Dickinson County, Iowa. The perimeter of said structure is more particularly described as follows:

Commencing at the W 1/4 corner of said Section 14; thence S 81°55'12" E along the north line of the NE 1/4 for a distance of 1,705.16 feet; thence S 01°40'56" E for a distance of 461.45 feet; thence S 85°00'16" E for a distance of 234.45 feet to a point on the east back-of-curb on the north-south driveway; thence S 00°49'42" E along said back-of-curb for a distance of 0.55 feet to the point of intersection with the south back-of-curb extended of the east-west driveway; thence W 87°56'18" E along said back-of-curb extended for a distance of 111.30 feet; thence S 11°17'22" E for a distance of 14.40 feet to the NW corner of said structure and the Point of Beginning; thence continuing S 11°17'22" E for a distance of 30.00 feet; thence N 78°42'18" E for a distance of 11.00 feet; thence W 11°17'12" E for a distance of 30.00 feet; thence S 78°42'18" E for a distance of 18.00 feet to the NW corner of said structure and the Point of Beginning.

Said described structure area contains 540 square feet.

I hereby certify that this plat, map, or survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.



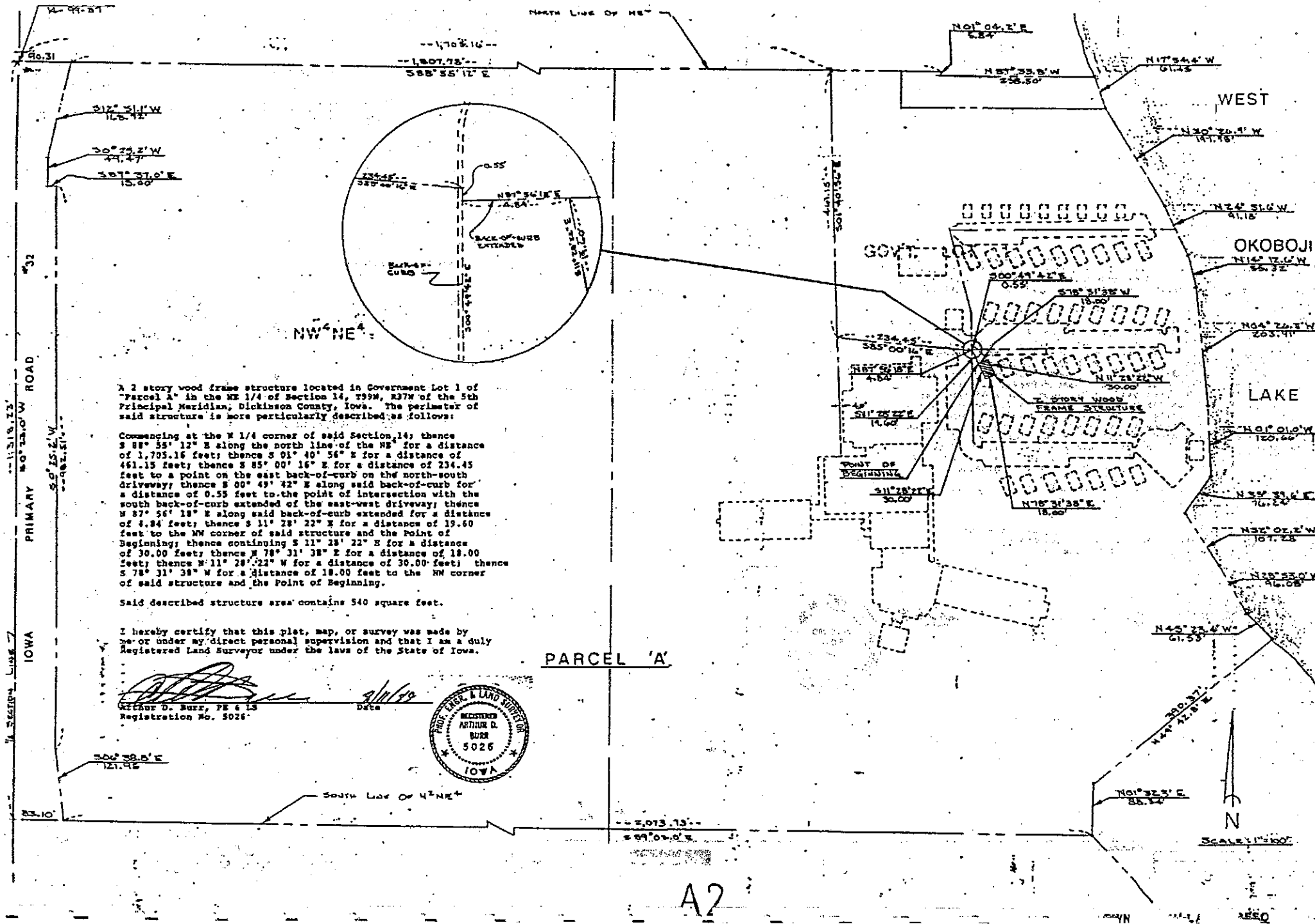
Arthur D. Burr
 Arthur D. Burr, R.L.S.
 Registration No. 5026

South Line of N 1/2 E 1/4

DATE	FILED	OWNER: VILLAGE RESORTS	18
		LEGAL DESCRIPTION	
		E-G TOWNHOUSE	
		Map 276	Original Plat Book 11054
		MUNICIPAL	
		ENGINEERING	

A-2

Z



A 2 story wood frame structure located in Government Lot 1 of "Parcel A" in the NE 1/4 of Section 14, T39N, R12W of the 5th Principal Meridian, Dickinson County, Iowa. The perimeter of said structure is more particularly described as follows:

Commencing at the NW 1/4 corner of said Section 14; thence S 88° 55' 12" E along the north line of the NE 1/4 for a distance of 1,703.16 feet; thence S 01° 40' 56" E for a distance of 461.15 feet; thence S 85° 00' 16" E for a distance of 234.45 feet to a point on the east back-of-curb on the north-south driveway; thence S 00° 49' 42" E along said back-of-curb for a distance of 0.55 feet to the point of intersection with the south back-of-curb extended of the east-west driveway; thence N 87° 56' 18" E along said back-of-curb extended for a distance of 4.84 feet; thence S 11° 28' 22" E for a distance of 19.60 feet to the NW corner of said structure and the Point of Beginning; thence continuing S 11° 28' 22" E for a distance of 30.00 feet; thence N 78° 31' 38" E for a distance of 18.00 feet; thence N 11° 28' 22" W for a distance of 30.00 feet; thence S 78° 31' 38" W for a distance of 18.00 feet to the NW corner of said structure and the Point of Beginning.

Said described structure area contains 540 square feet.

I hereby certify that this plat, map, or survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Arthur D. Burr 9/10/69
 Arthur D. Burr, PE & LS
 Registration No. 5026



PARCEL 'A'

A2

312° 51.1' W
168.42'

33° 25.2' W
44.47'

307° 27.0' E
15.00'

NW 1/4 NE 4

LEGAL DESCRIPTION:

A 2 story wood frame structure located in Government Lot 1 of "Parcel A" in the NE 1/4 of Section 14, T99N, R37W of the 5th Principal Meridian, Dickinson County, Iowa. The perimeter of said structure is more particularly described as follows:

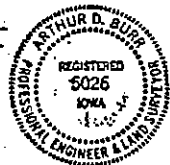
Commencing at the N 1/4 corner of said Section 14; thence S 88° 55' 12" E along the north line of the NE 1/4 for a distance of 1,705.16 feet; thence S 01° 40' 56" E for a distance of 461.15 feet; thence S 85° 00' 16" E for a distance of 214.45 feet to a point at the east back-of-curb on the north-south driveway; thence S 00° 49' 42" E along said back-of-curb for a distance of 159.31 feet to the point-of-intersection with the north back-of-curb of the east-west driveway; thence S 89° 13' 34" E along said back-of-curb for a distance of 269.84 feet; thence N 07° 25' 26" E for a distance of 9.70 feet to the SE corner of said structure and the Point of Beginning; thence continuing N 07° 25' 26" E for a distance of 30.00 feet; thence N 82° 34' 34" W for a distance of 18.00 feet; thence S 07° 25' 26" W for a distance of 30.00 feet; thence S 82° 34' 34" E for a distance of 18.00 feet to the SE corner of said structure and the Point of Beginning.

Said described structure area contains 540 square feet.

I hereby certify that this plat, map, or survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Arthur D. Burr
Arthur D. Burr, PE & LS
Registration No. 5026

6/16/88
Date



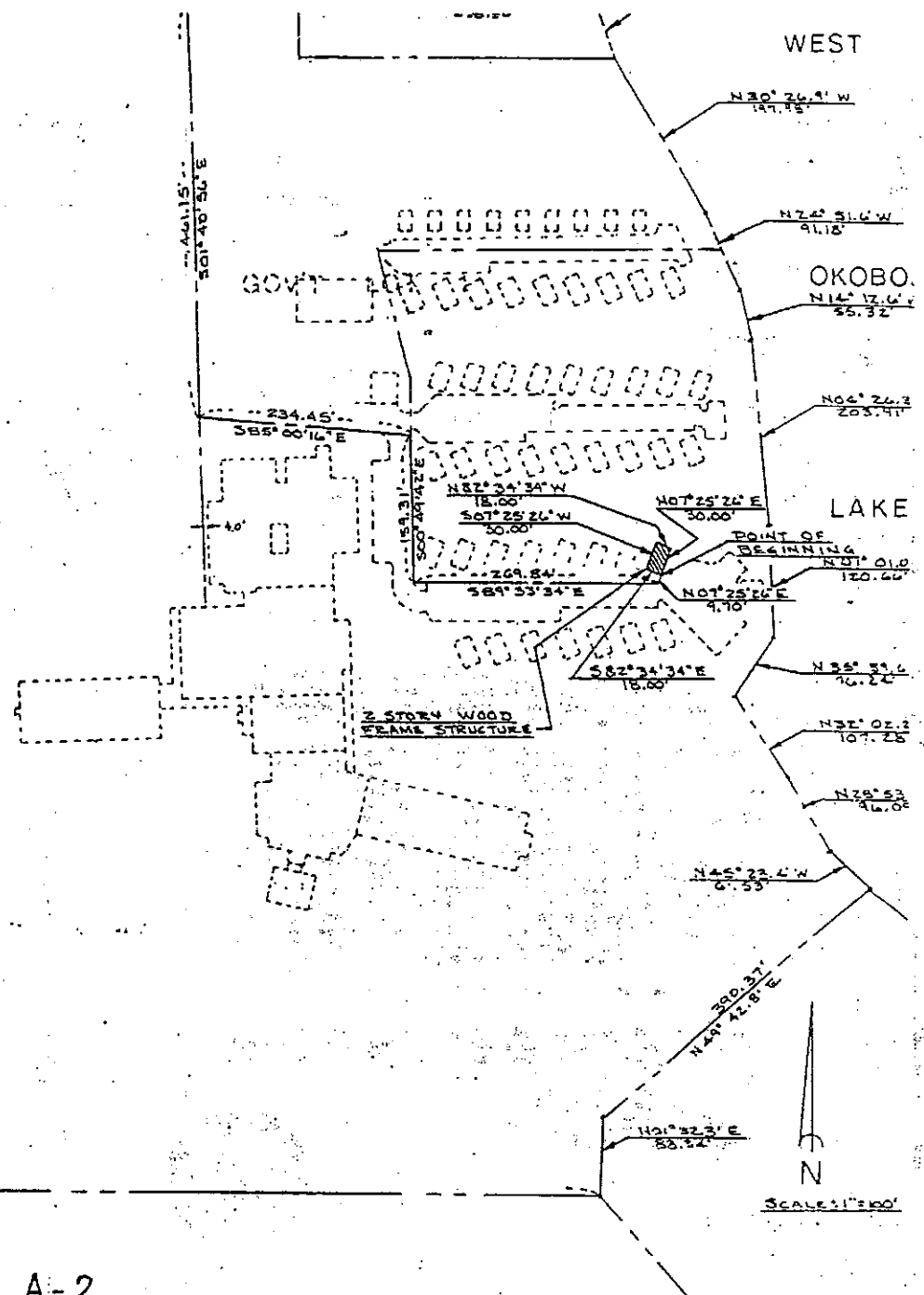
PARCEL 'A'

300° 38.6' E
121.95'

SOUTH LINE OF N 1/2 N 2 E

2,073.73' ±
S 69° 04.0' E

A-2



WEST

OKOBO
N 14° 17.6' W
55.32'

LAKE

N
SCALE: 1"=100'

OWNER: VILLAGE RESORTS

LEGAL DESCRIPTION
F-1 TOWNHOUSE

DWG. NO. 1

MUNICIPAL

Box 220

532° 55' 12" E

N 89° 33' 9" W
248.50'

0.45

WEST

N 30° 20' 3" W
11.75'

OKOBO

LAKE

NW 1/4 NE 1/4

LEGAL DESCRIPTION:

A 2 story wood frame structure located in Government Lot 1 of "Parcel A" in the NE 1/4 of Section 14, T99N, R37W of the 5th Principal Meridian, Dickinson County, Iowa. The perimeter of said structure is more particularly described as follows:

Commencing at the N 1/4 corner of said Section 14; thence S 89° 55' 12" E along the north line of the NE 1/4 for a distance of 1,705.16 feet; thence S 01° 40' 56" E for a distance of 461.15 feet; thence S 82° 00' 16" E for a distance of 234.45 feet to a point at the east back-of-curb on the north-south driveway; thence S 00° 49' 42" E along said back-of-curb for a distance of 159.31 feet to the point of intersection with the north back-of-curb of the east-west driveway; thence S 89° 33' 14" E along said back-of-curb for a distance of 202.31 feet; thence N 08° 11' 46" E for a distance of 10.63 feet to the SE corner of said structure and the Point of Beginning; thence continuing N 08° 11' 46" E for a distance of 30.00 feet; thence N 81° 48' 14" W for a distance of 18.00 feet; thence S 08° 11' 46" W for a distance of 10.00 feet; thence S 81° 48' 14" E for a distance of 18.00 feet to the SE corner of said structure and the Point of Beginning.

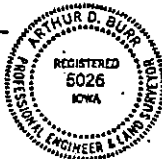
Said described structure area contains 540 square feet.

I hereby certify that this plat, map, or survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

PARCEL 'A'

Arthur D. Burr, PE & LS
Registration No. 5026

Date



N

SCALE: 1"=100'

A-2

OWNER: VILLAGE RESORTS

MUNICIPAL ENGINEERING

Box 220

LEGAL DESCRIPTION
F-3 TOWNHOUSE

DWG. NO.

NORTH LINE OF NE 1/4

--1,705.16--
S 88° 55' 12" E

N 01° 04' 2" E
6.84

N 87° 33' 8" W
238.50'

N 17° 54' 4" W
61.25

WEST

N 30° 36' 1" W
197.78

N 24° 51' 0" W
41.18

OKC
N 14° 14' 0" W
55.00

N 04° 20' 0" W
20.00

LA

N 01° 12' 0" W
12.00

N 35° 10' 0" W
70.00

N 32° 10' 0" W
60.00

N 1° 00' 0" W
1.00

N 45° 22' 4" W
61.53

N 40° 42' 8" E
200.37

N 01° 32' 3" E
88.52

N
SCALE: 1" = 40'

NW 1/4 NE 1/4

LEGAL DESCRIPTION:

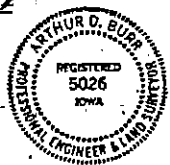
A 2 story wood frame structure located in Government Lot 1 of "Parcel A" in the NE 1/4 of Section 14, T99N, R37W of the 5th Principal Meridian, Dickinson County, Iowa. The perimeter of said structure is more particularly described as follows:

Commencing at the N 1/4 corner of said Section 14; thence S 88° 55' 12" E along the north line of the NE 1/4 for a distance of 1,705.16 feet; thence S 01° 40' 56" E for a distance of 461.15 feet; thence E 85° 00' 16" E for a distance of 234.45 feet to a point at the east back-of-curb on the north-south driveway; thence S 90° 49' 42" E along said back-of-curb for a distance of 159.31 feet to the point of intersection with the north back-of-curb of the east-west driveway; thence S 89° 33' 34" E along said back-of-curb for a distance of 166.41 feet; thence N 08° 12' 46" E for a distance of 11.23 feet to the SE corner of said structure and the Point of Beginning; thence continuing N 08° 12' 46" E for a distance of 30.00 feet; thence N 81° 47' 14" W for a distance of 18.00 feet; thence S 08° 12' 46" W for a distance of 30.00 feet; thence S 81° 47' 14" E for a distance of 18.00 feet to the SE corner of said structure and the Point of Beginning.

Said described structure area contains 540 square feet.

I hereby certify that this plat, map, or survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Arthur D. Burr, PE & LS
Registration No. 5026
Date



PARCEL 'A'

--2,073.73--
S 89° 09' 0" E

A-2

OWNER: VILLAGE RES

160.21
--160.78.1--
S 88° 35' 12" E

210° 21' W
22° 24' W
202° 12' E
5.20'

NW 1/4 NE 4

LEGAL DESCRIPTION:

A 2 story wood frame structure located in Government Lot 1 of Parcel A in the NE 1/4 of Section 14, T9N, R17W of the 5th Principal Meridian, Dickinson County, Iowa. The perimeter of said structure is more particularly described as follows:

Beginning at the N 1/4 corner of said section 14; thence S 88° 35' 12" E along the north line of the NE 1/4 for a distance of 111.13 feet; thence S 85° 00' 12" E for a distance of 214.45 feet to a point at the east back-of-curb of the north-south driveway; thence S 80° 49' 42" E along said back-of-curb for a distance of 155.11 feet to the point of intersection with the north back-of-curb of the east-west driveway; thence S 85° 11' 12" E along said back-of-curb for a distance of 117.12 feet to the SE corner of said structure; and the point of beginning; thence continuing N 07° 40' 05" E for a distance of 10.40 feet; thence N 32° 28' 50" W for a distance of 10.40 feet; thence S 07° 49' 02" E for a distance of 11.00 feet to the SE corner of said structure and the point of beginning.

Said described structure area contains 510 square feet.

I hereby certify that this plat, map, or survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

[Signature]
ARTHUR D. BURR, P.E.
Registration No. 5026

DATE *7/16/04*



Scale: 1" = 100'

PARCEL 'A'

4073.75
S 88° 35' 12" E

461.15' E
110° 04' 54" E

GOV'T LOT 1

N 17° 44' 4" W
N 89° 58' 5" W
258.50'

WEST

N 87° 24' 0" W
117.12'

N 24° 31' 0" E
41.12'

OKOBOJI
N 44° 15' 6" N
65.37'

N 04° 24' 3" N
201.71'

LAKE

N 07° 21' 9" W
120.15'

N 32° 28' 5" E
120.15'

N 87° 02' 2" W
187.12'

N 10° 33' 0" W
110.08'

N 45° 22' 1" W
21.55'

N 45° 41' 8" E
300.67'

N 07° 40' 5" E
21.55'

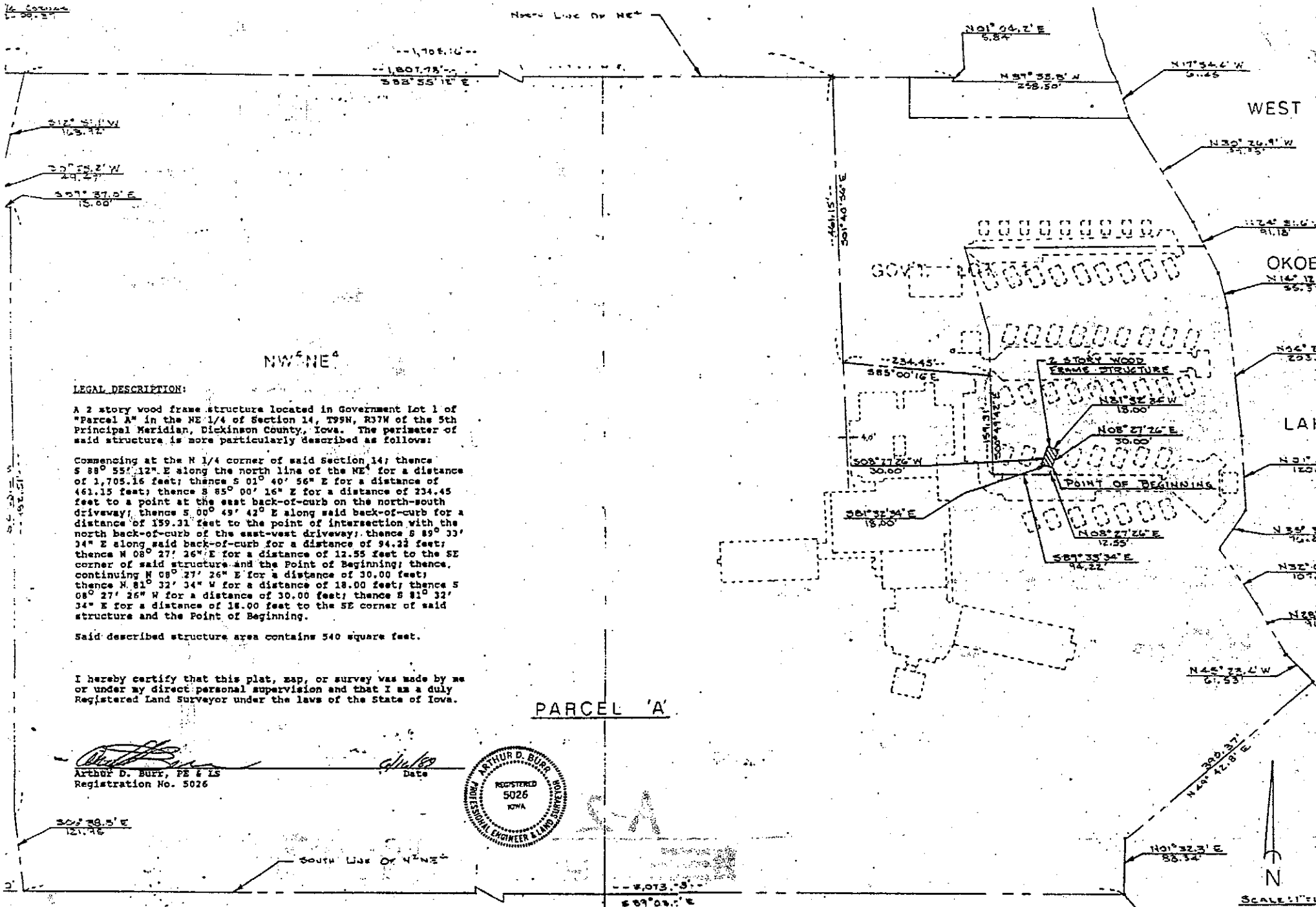
SCALE: 1" = 100'

A-2

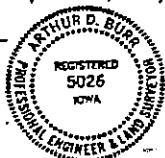
**MINICENTRAL
ENGINEERING
CONSULTANTS, P.C.**
441 27th
Burlington, IA 52601
Phone 319 363 5015

LEGAL DESCRIPTION
OWNER: VILLAGE RESORTS
7F TOWNHOUSE
CADD NO. 4
JOB NO. 8818

North Line Of NE 1/4



Arthur D. Burr, PE & LS
Registration No. 5026



FILE

3/1/82
D&C



PARCEL 'A'

A-2

**THE MUNICIPAL
ENGINEERING
CONSULTANTS P.C.**
Box 276
Singapore 841, Box 91834
Phone 733 847 1013

OWNER: VILLAGE RESORTS	OWNED BY: 3
LEGAL DESCRIPTION	
8F TOWNHOUSE	
DATE: 7-1-81	LOT NO: 3

OWNER: VILLAGE RESORTS

DATA 200

2014年12月

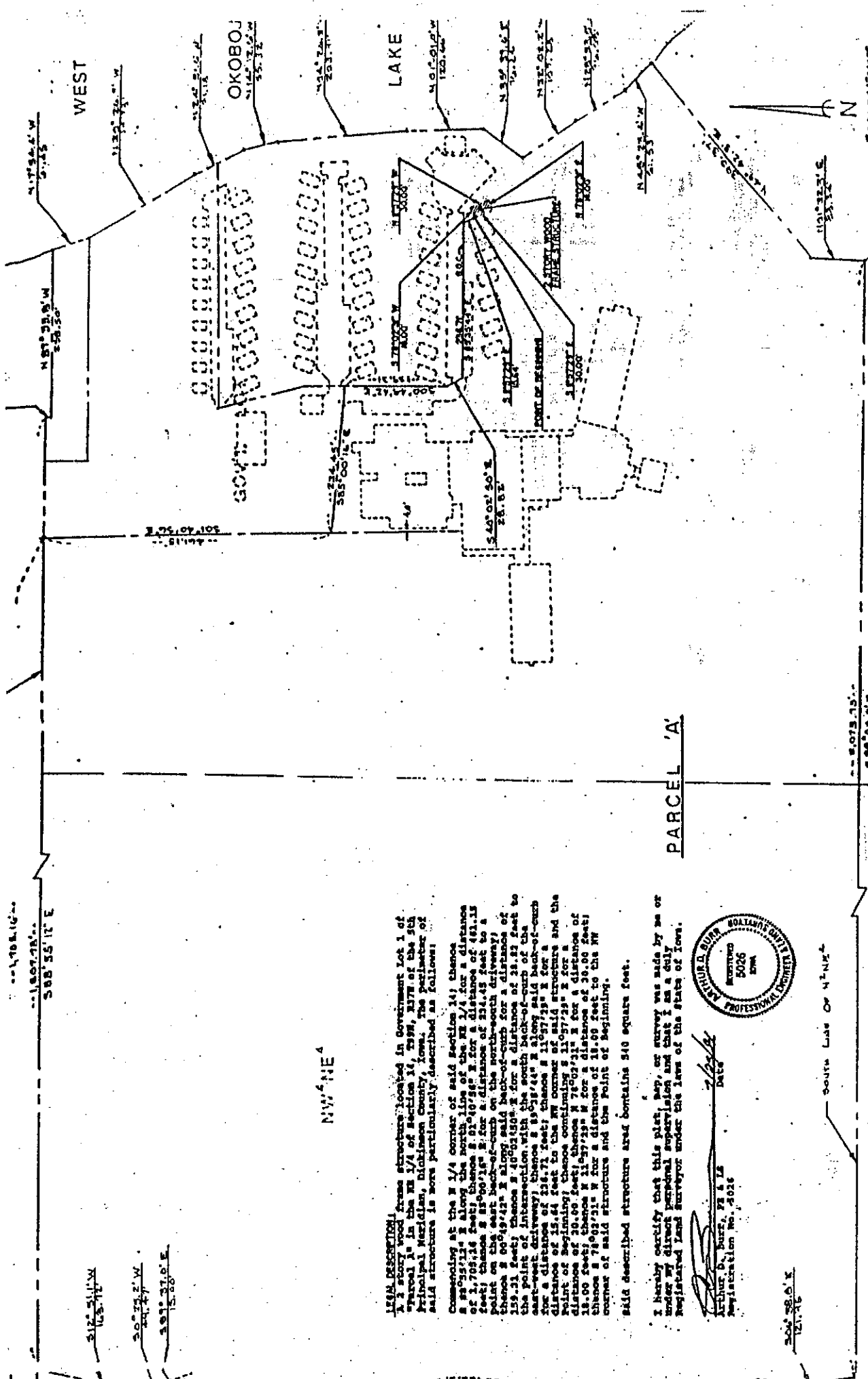


EXHIBIT A-2

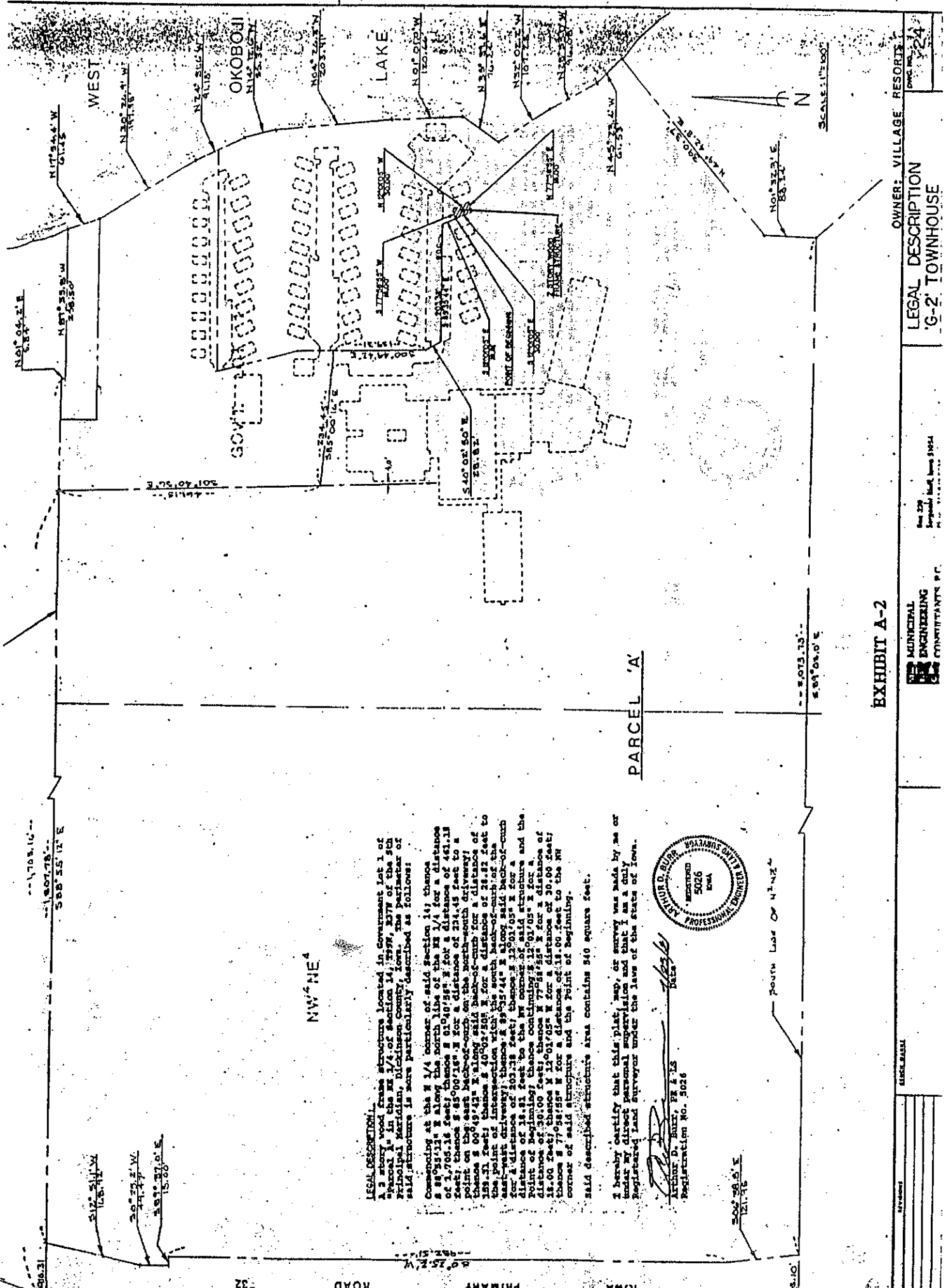
OWNER: VILLAGE RESORTS		23
LEGAL DESCRIPTION		
'G-I' TOWNHOUSE		
MUNICIPAL ENGINEERING CONSULTANTS, P.C.		
No. 224, 2nd Floor, Room 2004 Phone 713-643-8897		



Arthur D. Burr, P.E.
 Registration No. 5026
 Date: 1/26/16

SOUTH LINE OF N 1/2 E 4

200° 28.0' E
 121.76



LEGAL DESCRIPTION:
A 2.5 acre tract of land, more or less, situated in Government Lot 1 of
Section 1, in the NE 1/4 of Section 14, T39N, R27W of the 5th
Principal Meridian, Dickinson County, Iowa. The perimeter of
said structure is more particularly described as follows:
Beginning at the NW 1/4 corner of said section 14; thence
S 89°55'11" E along the north line of the NE 1/4 for a distance
of 1,705.16 feet; thence S 91°01'55" E for a distance of 461.18
feet; thence S 85°00'16" E for a distance of 214.45 feet to a
point on the east back-of-curb on the north-south driveway;
thence S 00°49'12" E along said back-of-curb for a distance of
159.31 feet; thence S 40°02'10" E for a distance of 21.87 feet to
the point of intersection of S 89°55'11" E and S 00°49'12" E;
thence S 89°55'11" E for a distance of 1,705.16 feet to the
point of beginning; thence continuing S 12°01'05" E for a
distance of 30.00 feet; thence S 77°58'55" E for a distance of
18.00 feet; thence S 12°01'05" E for a distance of 30.00 feet;
thence S 77°58'55" E for a distance of 18.00 feet to the NW
corner of said structure and the Point of Beginning.
Said described structure area contains 540 square feet.

I hereby certify that this plat was, in survey was made by me or
under my direct personal supervision and that I am a duly
Registered Land Surveyor under the laws of the State of Iowa.



Arthur D. Bux, P.E. & L.S.
Registration No. 5026

PARCEL 'A'

EXHIBIT A-2

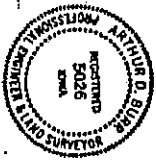
OWNER: VILLAGE RESORTS, INC.	LEGAL DESCRIPTION 'G-2' TOWNHOUSE	OWNED BY Village Resorts, Inc. 1984	MUNICIPAL ENGINEERING CONSULTANTS, P.C.	DATE 10/1/84

IOWA PRIMARY ROAD 32

NW 1/4 NE 4

ARTHUR D. BURR, JR.
REGISTERED LAND SURVEYOR
No. 5026

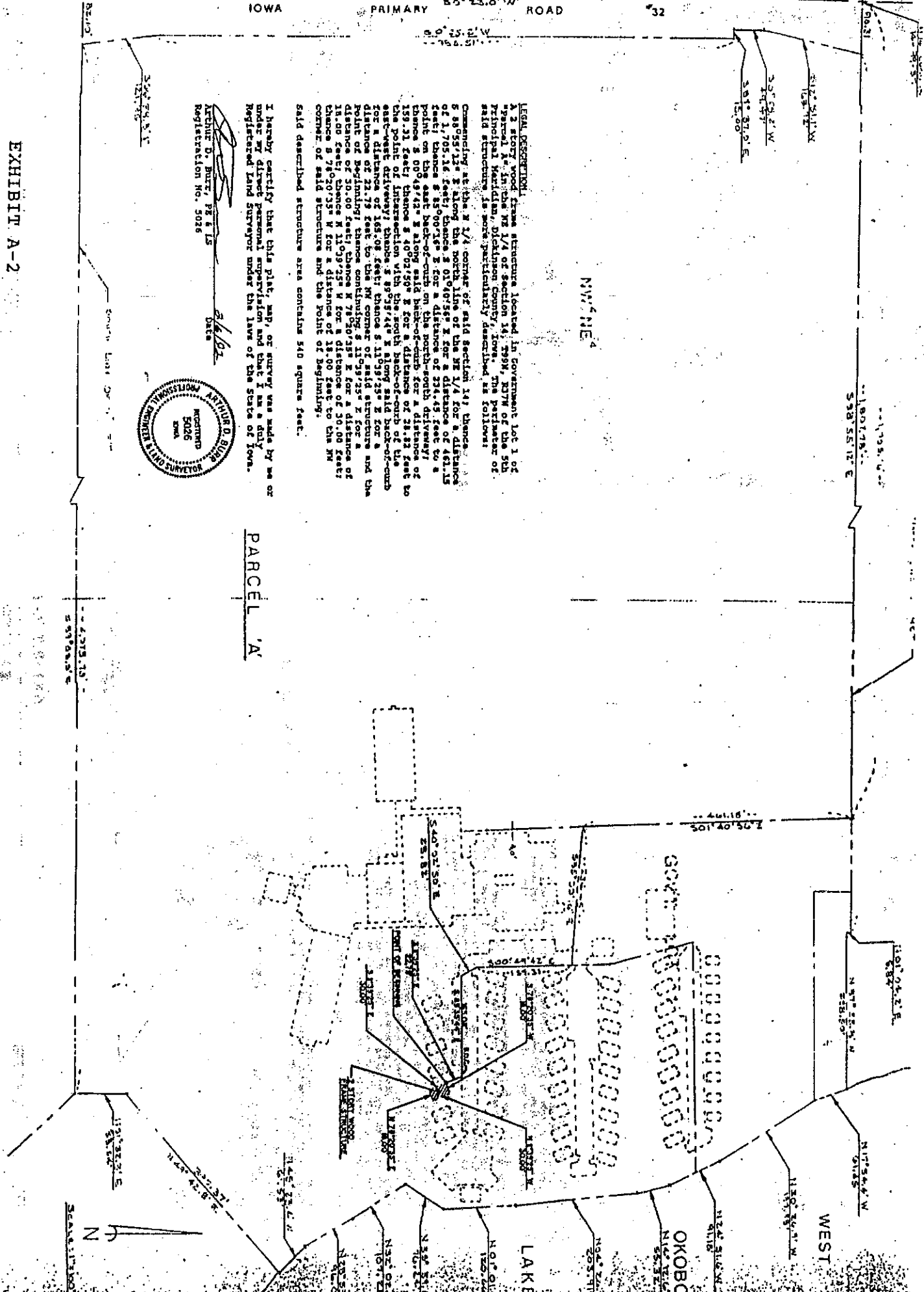
DATE 8/10/2

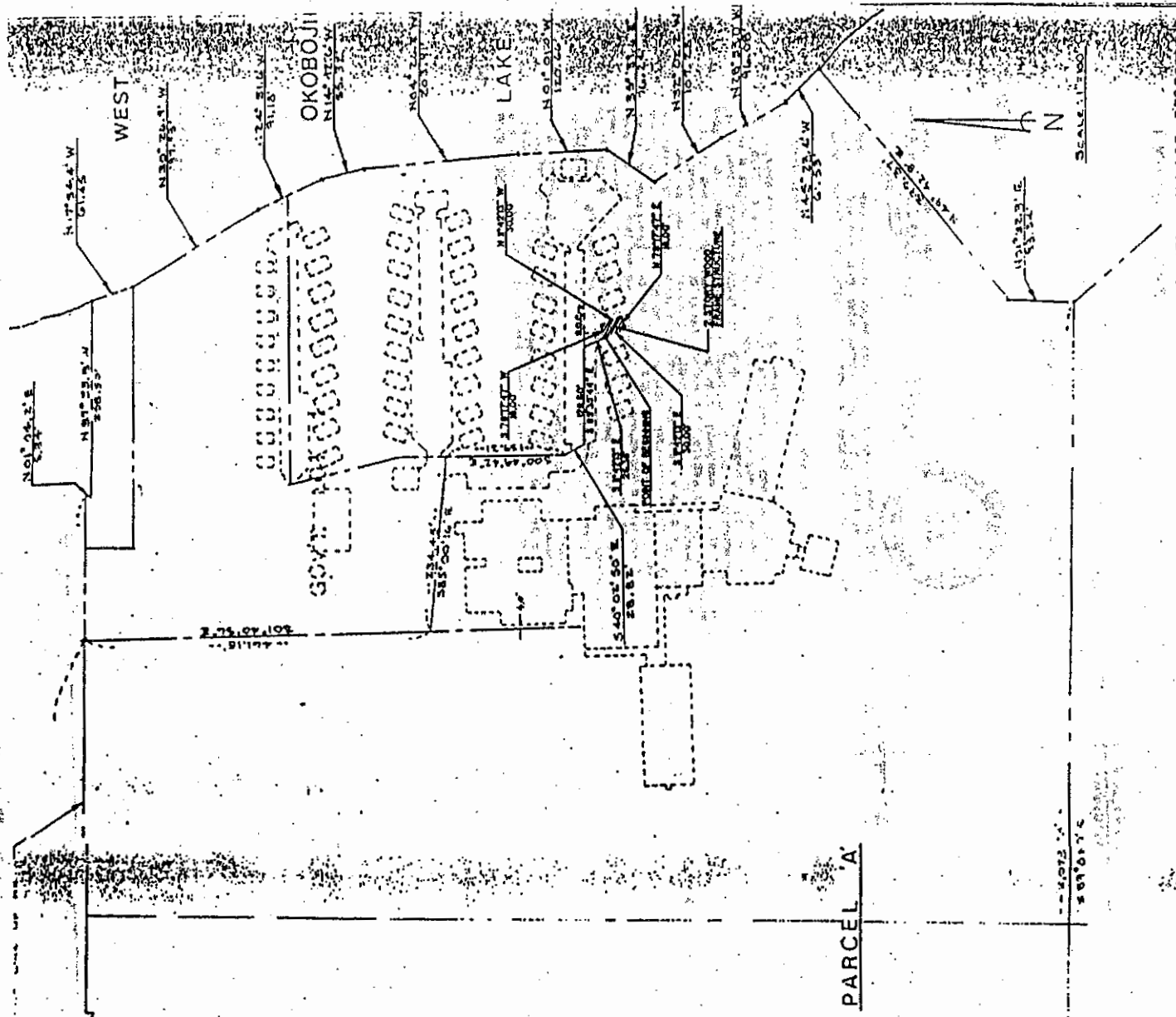


I hereby certify that this plat, map, or survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

PARCEL 'A'

LEGAL DESCRIPTION:
A 2 story wood frame structure located in Government Lot 1 of Parcel A, in the NW 1/4 of section 16, T99N, R17W of the 5th Principal Meridian, Dickinson County, Iowa. The perimeter of said structure is more particularly described as follows:
Commencing at the N 1/4 corner of said section 14; thence S 88°55'12" E along the north line of the NW 1/4 for a distance of 1,765.16 feet; thence S 02°46'56" E for a distance of 461.15 feet; thence S 85°00'18" E for a distance of 231.43 feet to a point on the said back-of-curb on the north-south driveway; thence S 02°46'56" E along the north line of the NW 1/4 for a distance of 1,765.16 feet to the intersection with the south back-of-curb of the east-west driveway; thence S 88°55'12" E along said back-of-curb for a distance of 165.08 feet; thence S 11°39'23" E for a distance of 22.73 feet to the NW corner of said structure and the Point of Beginning; thence continuing S 11°39'23" E for a distance of 30.00 feet; thence N 78°20'35" E for a distance of 15.00 feet; thence S 78°20'35" W for a distance of 15.00 feet to the NW corner of said structure and the Point of Beginning.
Said described structure area contains 340 square feet.





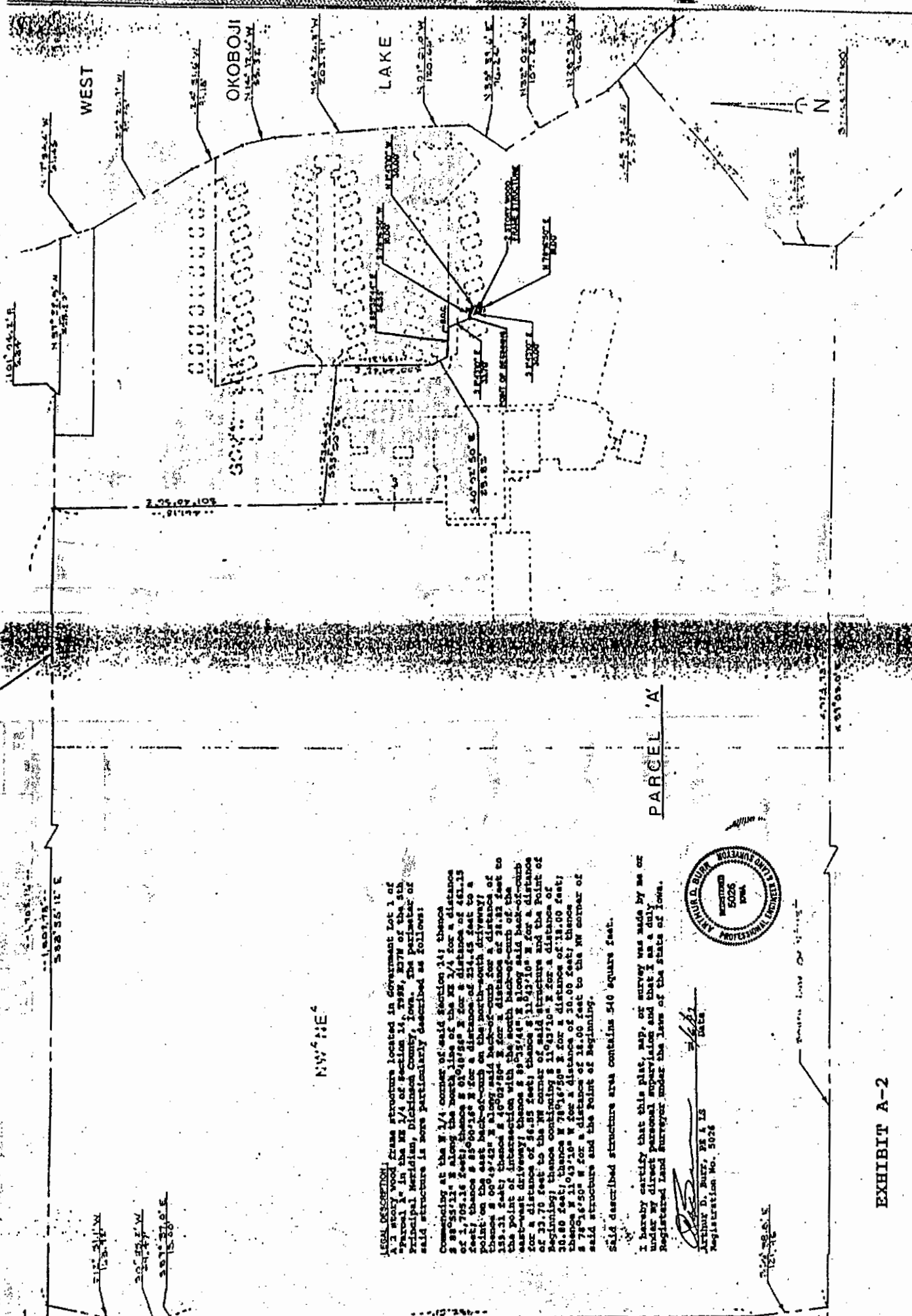
LEGAL DESCRIPTION:
 A 2 story wood frame structure located in Government Lot 1 of Parcel 1 in the NE 1/4 of Section 14, T29N, R27W of the 3rd Principal Meridian, Dickinson County, Iowa. The perimeter of said structure is more particularly described as follows:
 Commencing at the NE 1/4 corner of said Section 14; thence S 89° 51' 12\"/>

I hereby certify that this plat, map, or survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.



Arthur D. Bunn, P.E. & L.S.
 Registration No. 5026
 Date 06/01

EXHIBIT A-2



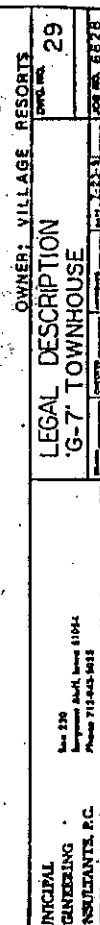
LEGAL DESCRIPTION:
 1/2 acre, wood frame structure located in Government Lot 1 of
 Parcel A in the NE 1/4 of Section 14, T38N, R37W of the 5th
 Principal Meridian, Dickinson County, Iowa. The perimeter of
 said structure is more particularly described as follows:
 Commencing at the N 1/4 corner of said Section 14; thence
 S 88°55'13" E along the north line of the NE 1/4 for a distance
 of 1,705.16 feet; thence S 01°19'18" E for a distance of 481.15
 feet; thence S 85°00'18" E for a distance of 234.45 feet to a
 point on the east back-of-curb on the north-south driveway;
 thence S 09°49'42" E along said back-of-curb for a distance of
 139.31 feet; thence S 40°02'18" E for a distance of 115.11 feet to
 the point of intersection of the N 1/4 line and the back-of-curb of the
 east-west driveway; thence S 29°44'48" E along said back-of-curb
 for a distance of 16.48 feet; thence S 11°43'10" E for a distance
 of 265.80 feet to the NW corner of said structure and the Point of
 Beginning; thence continuing S 11°43'10" E for a distance of
 265.80 feet; thence S 78°16'50" E for a distance of 18.00 feet;
 thence S 11°43'10" E for a distance of 30.00 feet; thence
 S 78°16'50" E for a distance of 18.00 feet to the NW corner of
 said structure and the Point of Beginning.
 Said described structure area contains 540 square feet.



I hereby certify that this plat, map, or survey was made by me or
 under my direct personal supervision and that I am a duly
 Registered Land Surveyor under the laws of the State of Iowa.
 Arthur D. Burr, P.E. & L.S.
 Registration No. 5026
 Date: 7/6/21

EXHIBIT A-2

CAMP: VILLAGE RESORTS LEGAL DESCRIPTION 'G-6' TOWNHOUSE	DWG. NO. 28
	SHEET NO. 2 OF 2



1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very important document, as it contains the President's annual message to Congress.

2. The second part of the document is a report from the Secretary of the Treasury, dated January 3, 1862. It contains information about the state of the Treasury and the country's financial situation.

3. The third part of the document is a report from the Secretary of the Interior, dated January 3, 1862. It contains information about the state of the Interior and the country's natural resources.

4. The fourth part of the document is a report from the Secretary of the War, dated January 3, 1862. It contains information about the state of the War and the country's military situation.

5. The fifth part of the document is a report from the Secretary of the Navy, dated January 3, 1862. It contains information about the state of the Navy and the country's naval situation.

6. The sixth part of the document is a report from the Secretary of the State, dated January 3, 1862. It contains information about the state of the State and the country's foreign relations.

7. The seventh part of the document is a report from the Secretary of the War, dated January 3, 1862. It contains information about the state of the War and the country's military situation.

8. The eighth part of the document is a report from the Secretary of the Navy, dated January 3, 1862. It contains information about the state of the Navy and the country's naval situation.

9. The ninth part of the document is a report from the Secretary of the State, dated January 3, 1862. It contains information about the state of the State and the country's foreign relations.

10. The tenth part of the document is a report from the Secretary of the War, dated January 3, 1862. It contains information about the state of the War and the country's military situation.

DESCRIPTION OF UNIT #1 ROW #H

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 500.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° 29' 59" West 159.80 feet,

thence North 8° 13' 42" East 90.33 feet,

thence North 7° 57' 48" East 66.77 feet,

thence North 83° 32' 09" East 177.34 feet to the POINT OF BEGINNING,

thence North 77° 11' 36" West 20.00 feet,

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the POINT OF BEGINNING.

DESCRIPTION OF UNIT #2, Row H

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° 29' 59" West 159.80 feet,

thence North 8° 13' 42" East 90.33 feet,

thence North 7° 57' 48" East 66.77 feet,

thence North 83° 32' 09" East 147.32 feet to the POINT OF BEGINNING,

thence North 77° 11' 36" West 20.00 feet,

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the POINT OF BEGINNING.

DESCRIPTION OF UNIT #3, Row H.

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° 29' 59" West 159.80 feet,

thence North 8° 13' 42" East 90.33 feet,

thence North 7° 57' 48" East 66.77 feet,

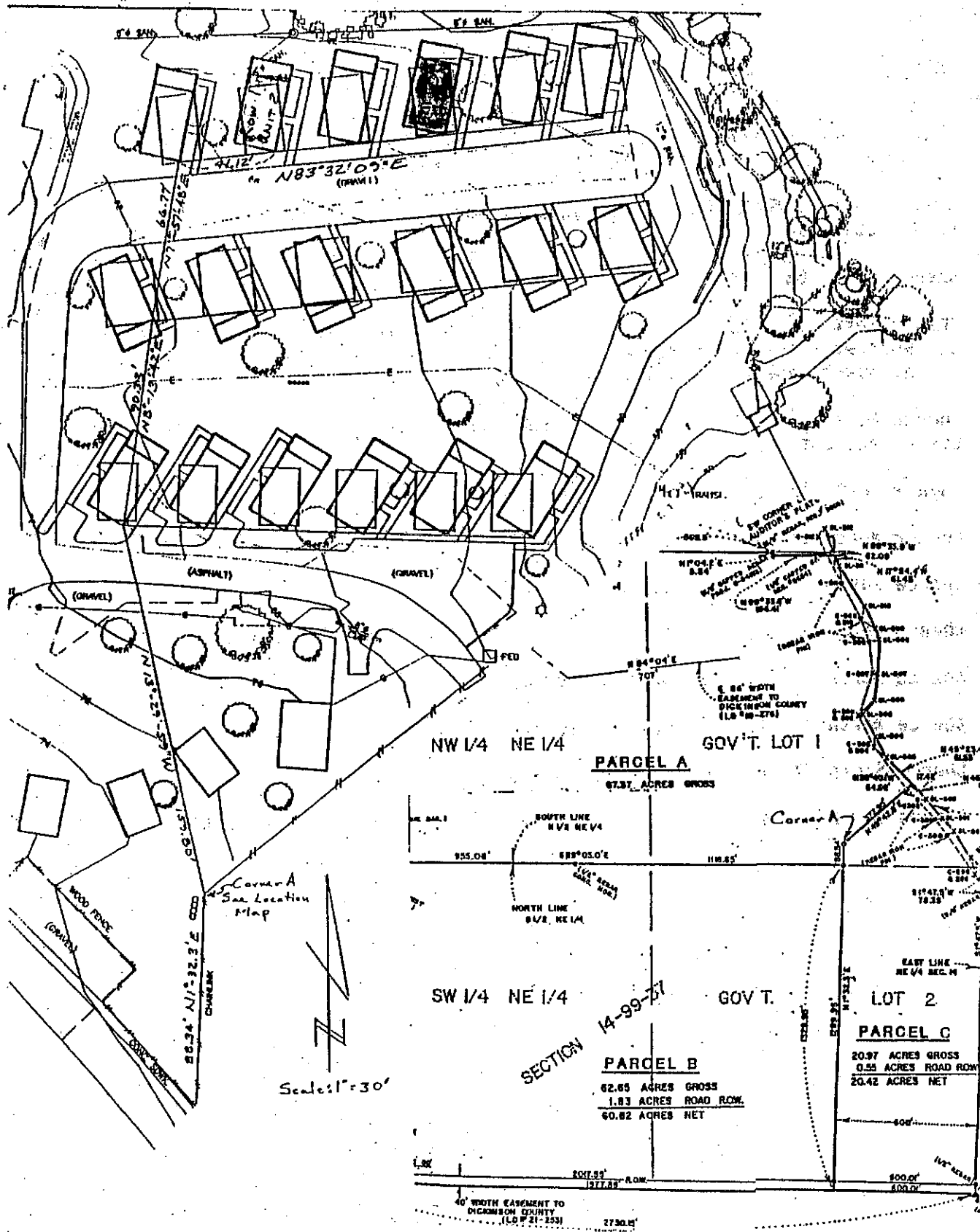
thence North 83° 32' 09" East 111.78 feet to the POINT OF BEGINNING,

thence North 77° 11' 36" West 20.00 feet,

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the POINT OF BEGINNING.



DESCRIPTION OF UNIT #4, Row H

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as **COMMENCING** at the Southeast corner of the Northeast Quarter of said Section 14.

thence North $88^{\circ} - 48.1'$ West 600.01 feet to the Southeast corner of Parcel B,

thence North $1^{\circ} - 32.3'$ East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North $1^{\circ} - 32.3'$ East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North $13^{\circ} 29' 59''$ West 159.80 feet,

thence North $8^{\circ} 13' 42''$ East 90.33 feet,

thence North $7^{\circ} 57' 48''$ East 66.77 feet,

thence North $83^{\circ} 32' 09''$ East 75.76 feet to the **POINT OF BEGINNING**,

thence North $77^{\circ} 11' 36''$ West 20.00 feet,

thence North $12^{\circ} 48' 24''$ East 32.00 feet,

thence South $77^{\circ} 11' 36''$ East 20.00 feet,

thence South $12^{\circ} 48' 24''$ West 32.00 feet to the **POINT OF BEGINNING**.



DESCRIPTION UNIT ; #5, Row H

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as **COMMENCING** at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° 29' 59" West 159.80 feet,

thence North 8° 13' 42" East 90.33 feet,

thence North 7° 57' 48" East 66.77 feet,

thence North 83° 32' 09" East 41.12 feet to the **POINT OF BEGINNING**,

thence North 77° 11' 36" West 20.00 feet,

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the **POINT OF BEGINNING**.

DESCRIPTION OF UNIT #6 Row H

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - $48.1'$ West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - $32.3'$ East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - $32.3'$ East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° $29'$ $59''$ West 159.80 feet,

thence North 8° $13'$ $42''$ East 90.33 feet,

thence North 7° $57'$ $48''$ East 66.77 feet to the POINT OF BEGINNING,

thence North 77° $11'$ $36''$ West 20.00 feet,

thence North 12° $48'$ $24''$ East 32.00 feet,

thence South 77° $11'$ $36''$ East 20.00 feet,

thence South 12° $48'$ $24''$ West 32.00 feet to the POINT OF BEGINNING.

DESCRIPTION OF UNIT # 1 ROW # 1

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° 29' 59" West 159.80 feet,

thence North 8° 13' 42" East 90.33 feet,

thence North 83° 38' 02" East 210.47 feet to the POINT OF BEGINNING,

thence North 77° 11' 36" West 20.00 feet,

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the POINT OF BEGINNING.

DESCRIPTION OF UNIT # 2 ROW # 1

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as **COMMENCING** at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° 29' 59" West 159.80 feet,

thence North 8° 13' 42" East 90.33 feet,

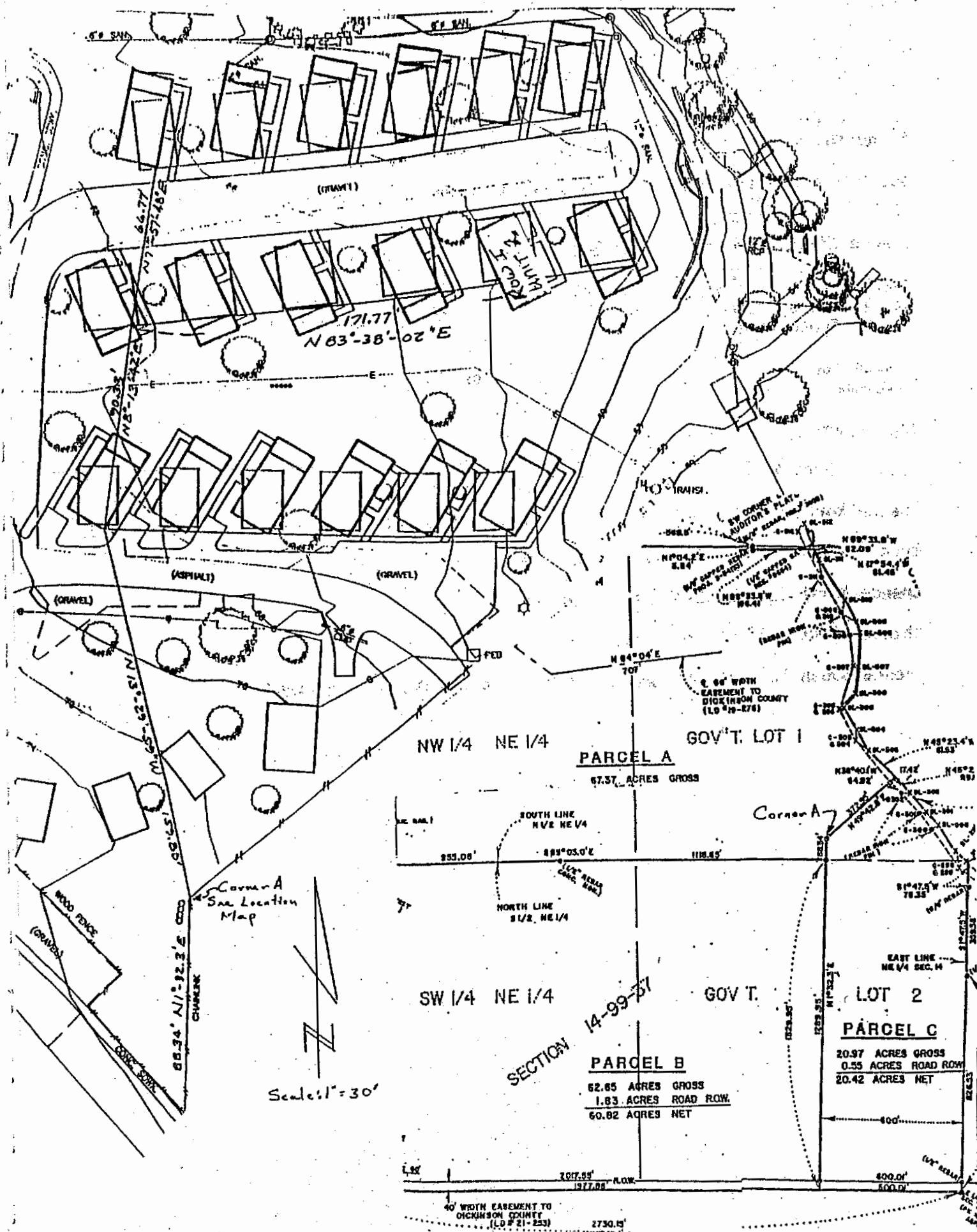
thence North 83° 38' 02" East 171.77 feet to the **POINT OF BEGINNING**,

thence North 77° 11' 36" West 20.00 feet,

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the **POINT OF BEGINNING**.



DESCRIPTION OF UNIT #3 ROW # I

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as **COMMENCING** at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - $48.1'$ West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - $32.3'$ East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - $32.3'$ East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° $29'$ $59''$ West 159.80 feet,

thence North 8° $13'$ $42''$ East 90.33 feet,

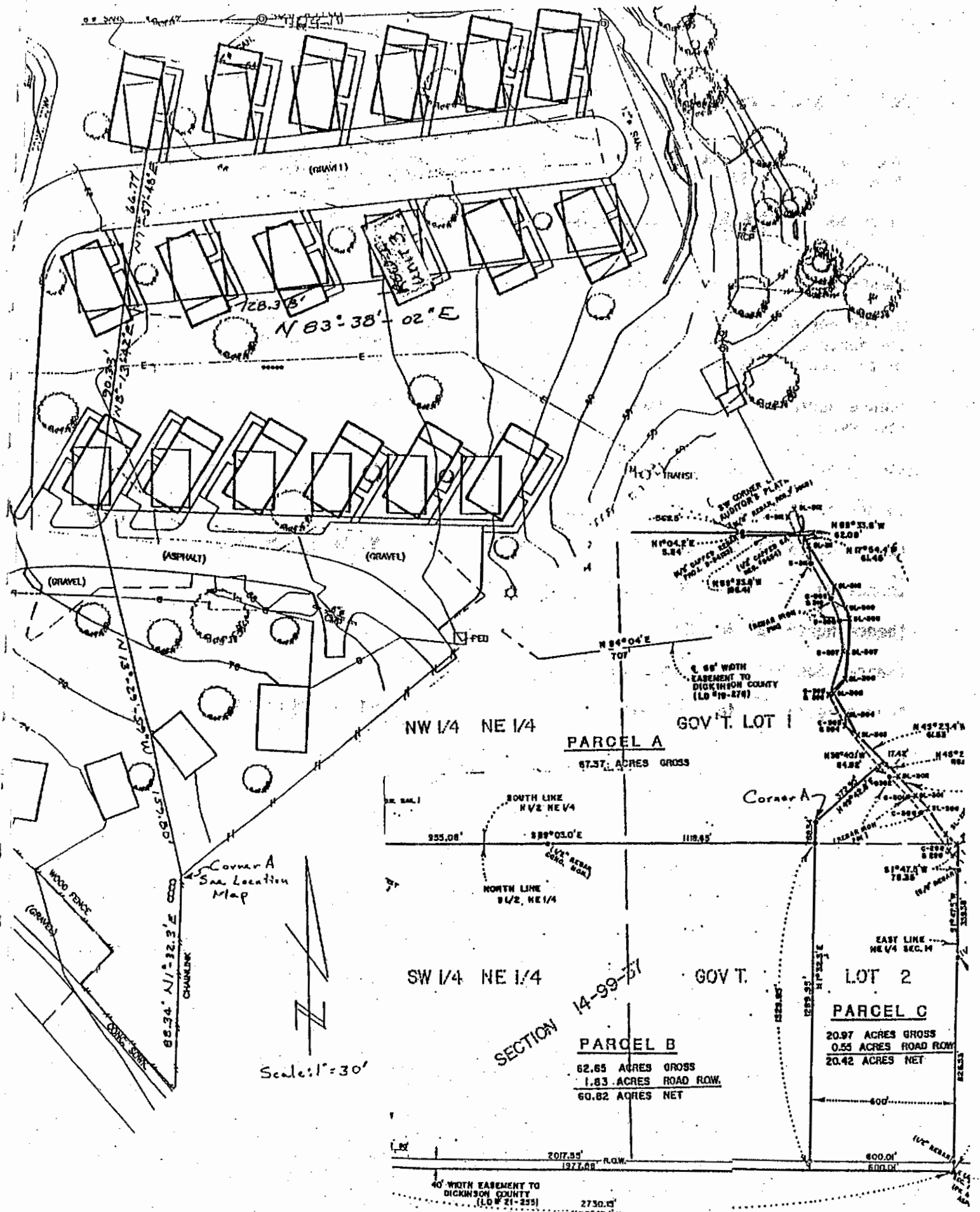
thence North 83° $38'$ $02''$ East 128.38 feet to the **POINT OF BEGINNING**,

thence North 77° $11'$ $36''$ West 20.00 feet,

thence North 12° $48'$ $24''$ East 32.00 feet,

thence South 77° $11'$ $36''$ East 20.00 feet,

thence South 12° $48'$ $24''$ West 32.00 feet to the **POINT OF BEGINNING**.



DESCRIPTION OF UNIT # 4 ROW # 1

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as **COMMENCING** at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° 29' 59" West 159.80 feet,

thence North 8° 13' 42" East 90.33 feet,

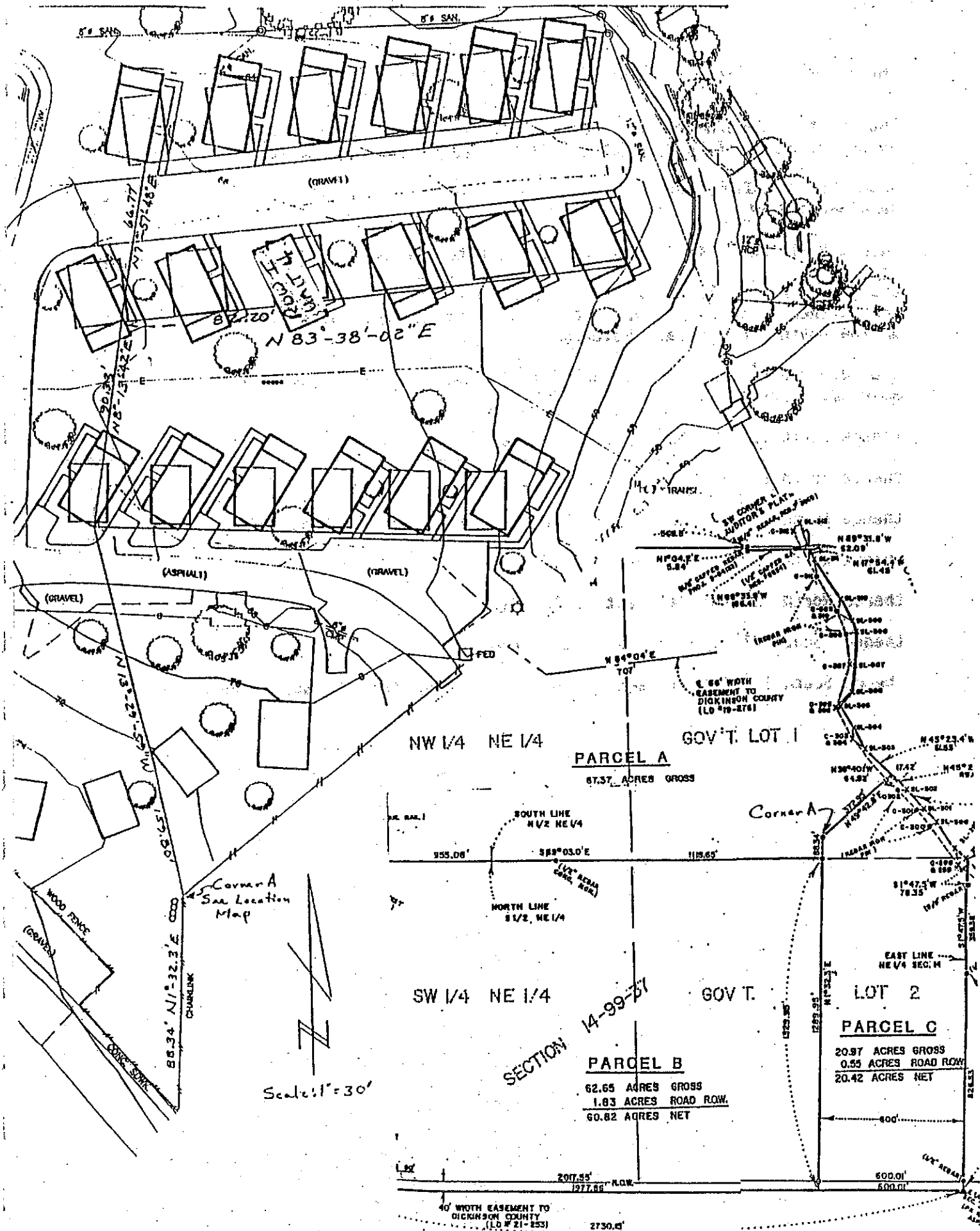
thence North 83° 38' 02" East 82.20 feet to the POINT OF BEGINNING,

thence North 77° 11' 36" West 20.00 feet,

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the POINT OF BEGINNING.



DESCRIPTION OF UNIT #5 ROW # I

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as **COMMENCING** at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° 29' 59" West 159.80 feet,

thence North 8° 13' 42" East 90.33 feet,

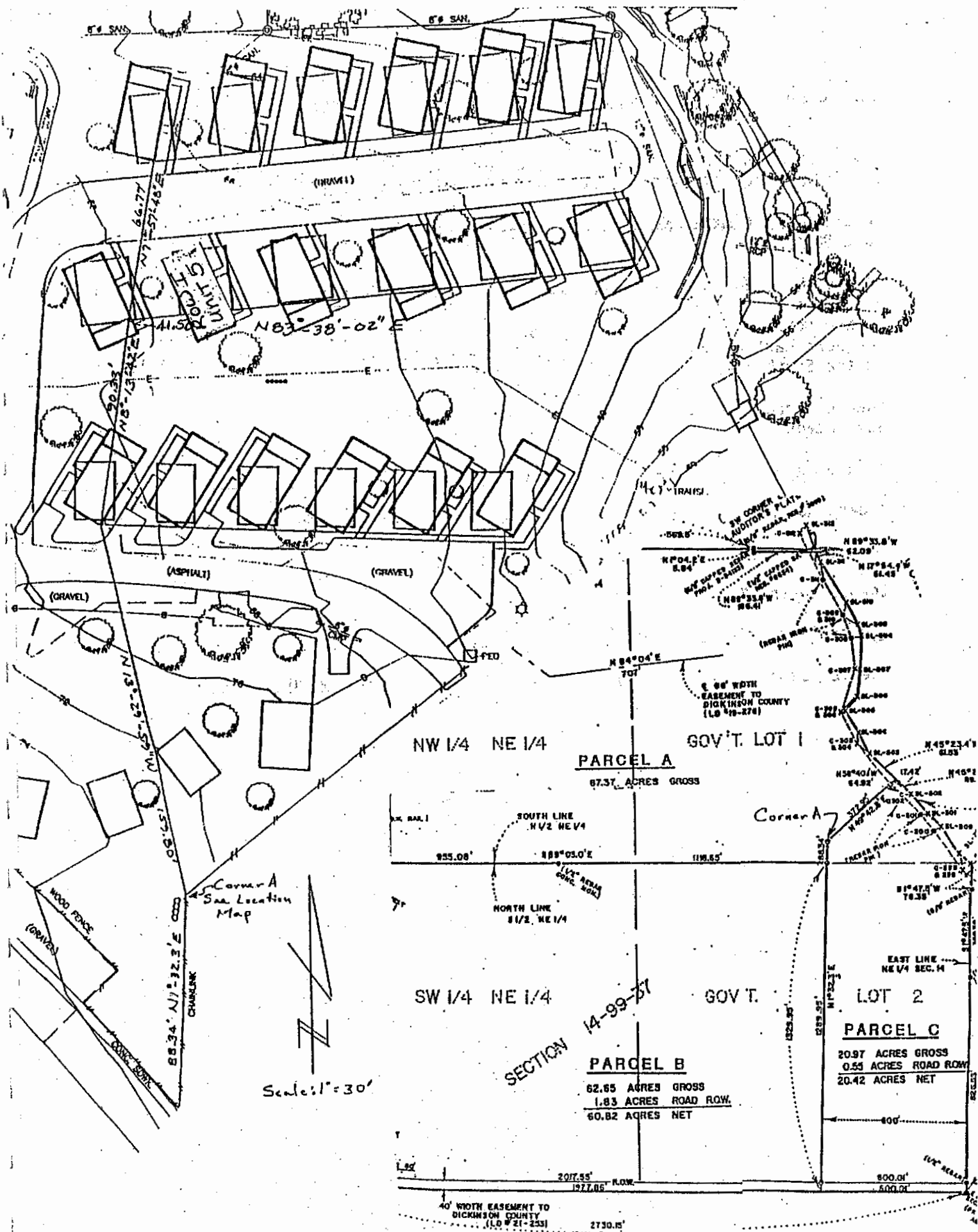
thence North 83° 38' 02" East 41.50 feet to the **POINT OF BEGINNING**,

thence North 77° 11' 36" West 20.00 feet,

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the **POINT OF BEGINNING**.



DESCRIPTION OF UNIT #6 ROW #1:

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° 29' 59" West 159.80 feet,

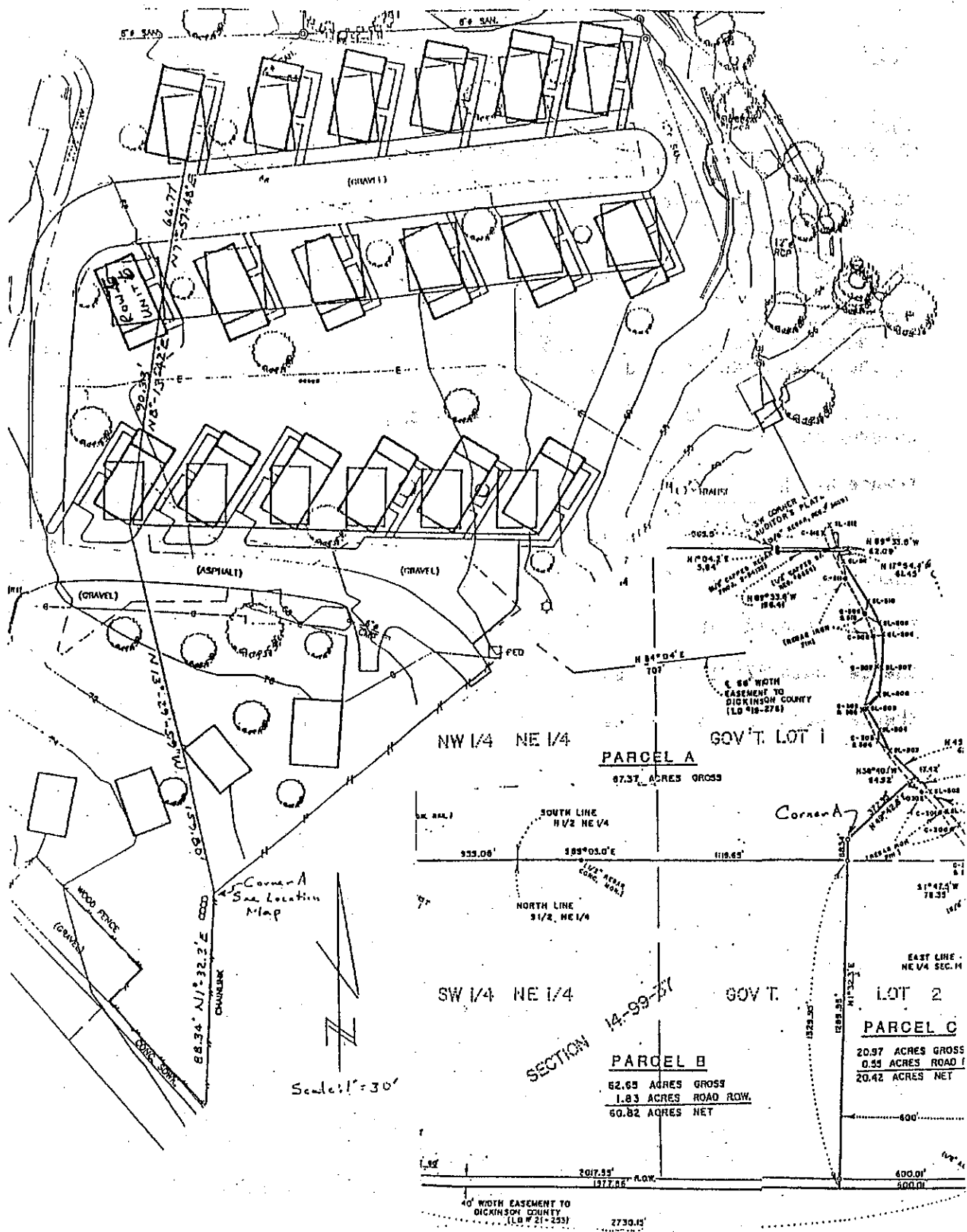
thence North 8° 13' 42" East 90.33 feet to the POINT OF BEGINNING,

thence North 77° 11' 36" West 20.00 feet,

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the POINT OF BEGINNING.



DESCRIPTION OF UNIT # 1 ROW # J

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° 29' 59" West 159.80 feet,

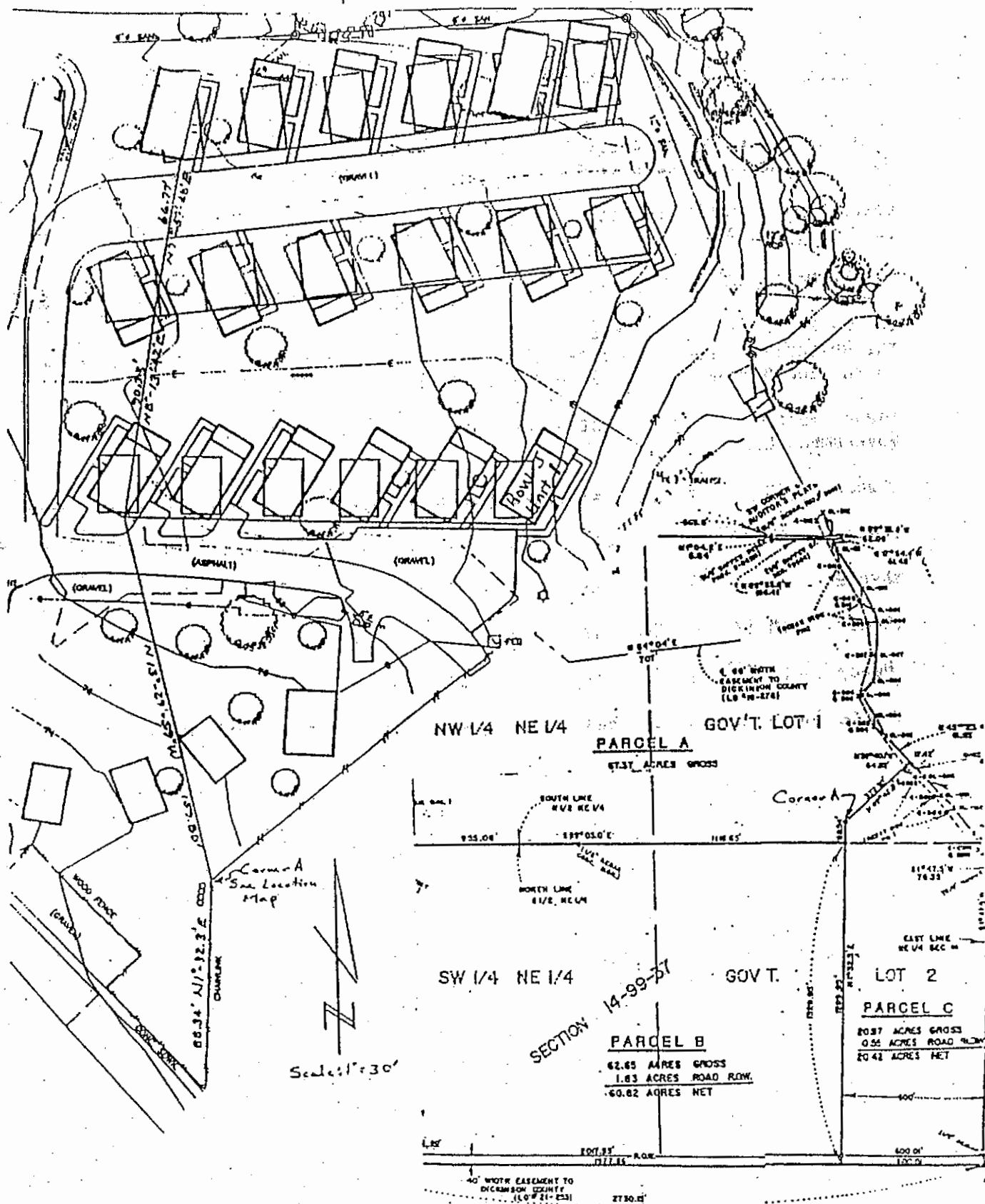
thence South 88° 45' 09" East 171.36 feet to the POINT OF BEGINNING,

thence North 77° 11' 36" West 20.00 feet,

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the POINT OF BEGINNING.



DESCRIPTION OF UNIT # 2 ROW # J

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° 29' 59" West 159.80 feet,

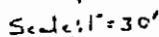
thence South 88° 45' 09" East 135.50 feet to the POINT OF BEGINNING,

thence North 77° 11' 36" West 20.00 feet,

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the POINT OF BEGINNING.



DESCRIPTION OF UNIT # 3 ROW # J

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° 29' 59" West 159.80 feet,

thence South 88° 45' 09" East 101.57 feet to the POINT OF BEGINNING,

thence North 77° 11' 36" West 20.00 feet,

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the POINT OF BEGINNING.



DESCRIPTION OF UNIT # 4 ROW # J

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° 29' 59" West 159.80 feet,

thence South 88° 45' 09" East 69.28 feet to the POINT OF BEGINNING,

thence North 77° 11' 36" West 20.00 feet,

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the POINT OF BEGINNING.

DESCRIPTION OF UNIT # 5 ROW J

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 13° 29' 59" West 159.80 feet,

thence South 88° 45' 09" East 34.52 feet to the POINT OF BEGINNING,

thence North 77° 11' 36" West 20.00 feet,

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the POINT OF BEGINNING.

DESCRIPTION OF UNIT # 6 ROW # J

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the East side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

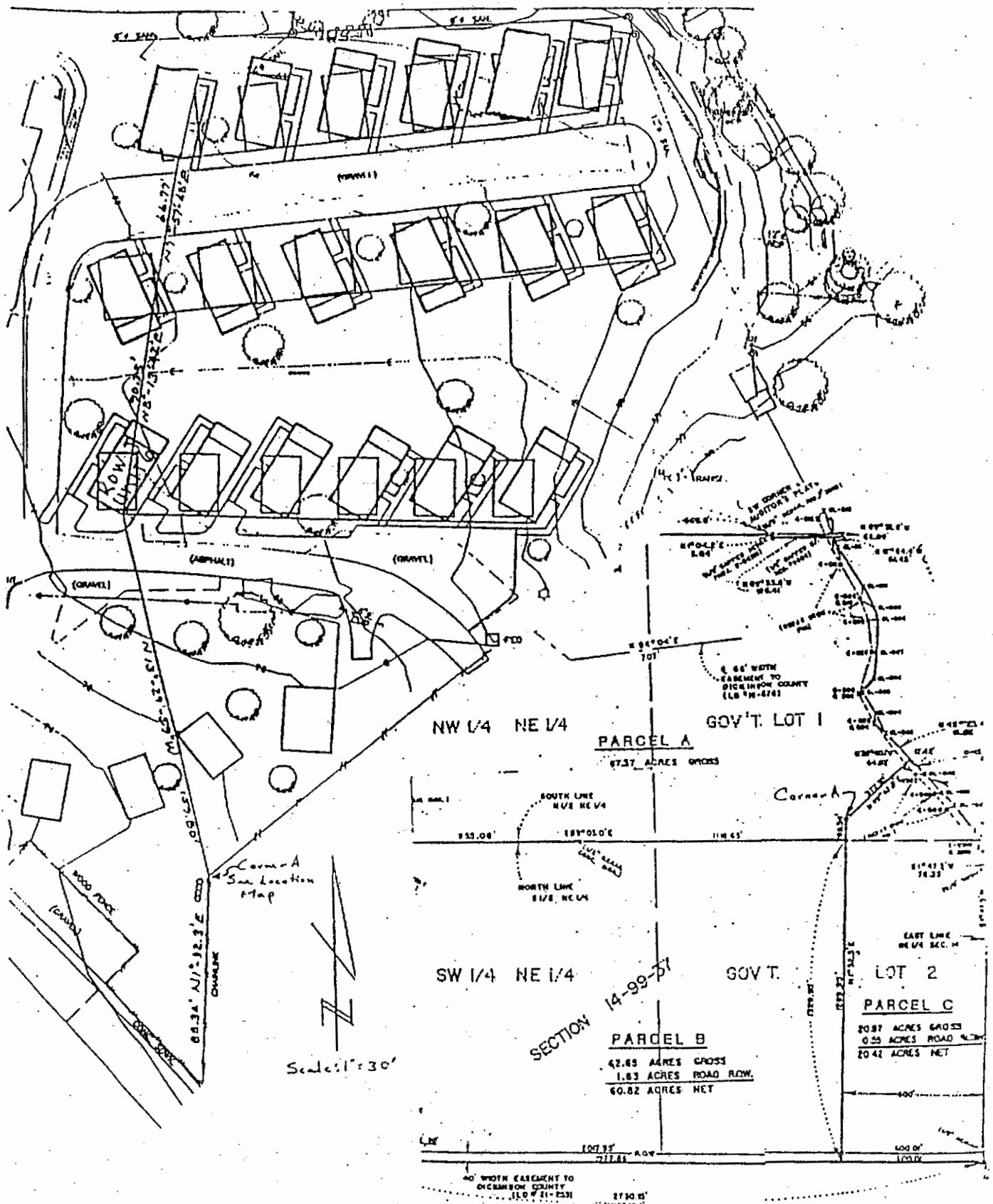
thence North 13° 29' 59" West 159.80 feet to the POINT OF BEGINNING,

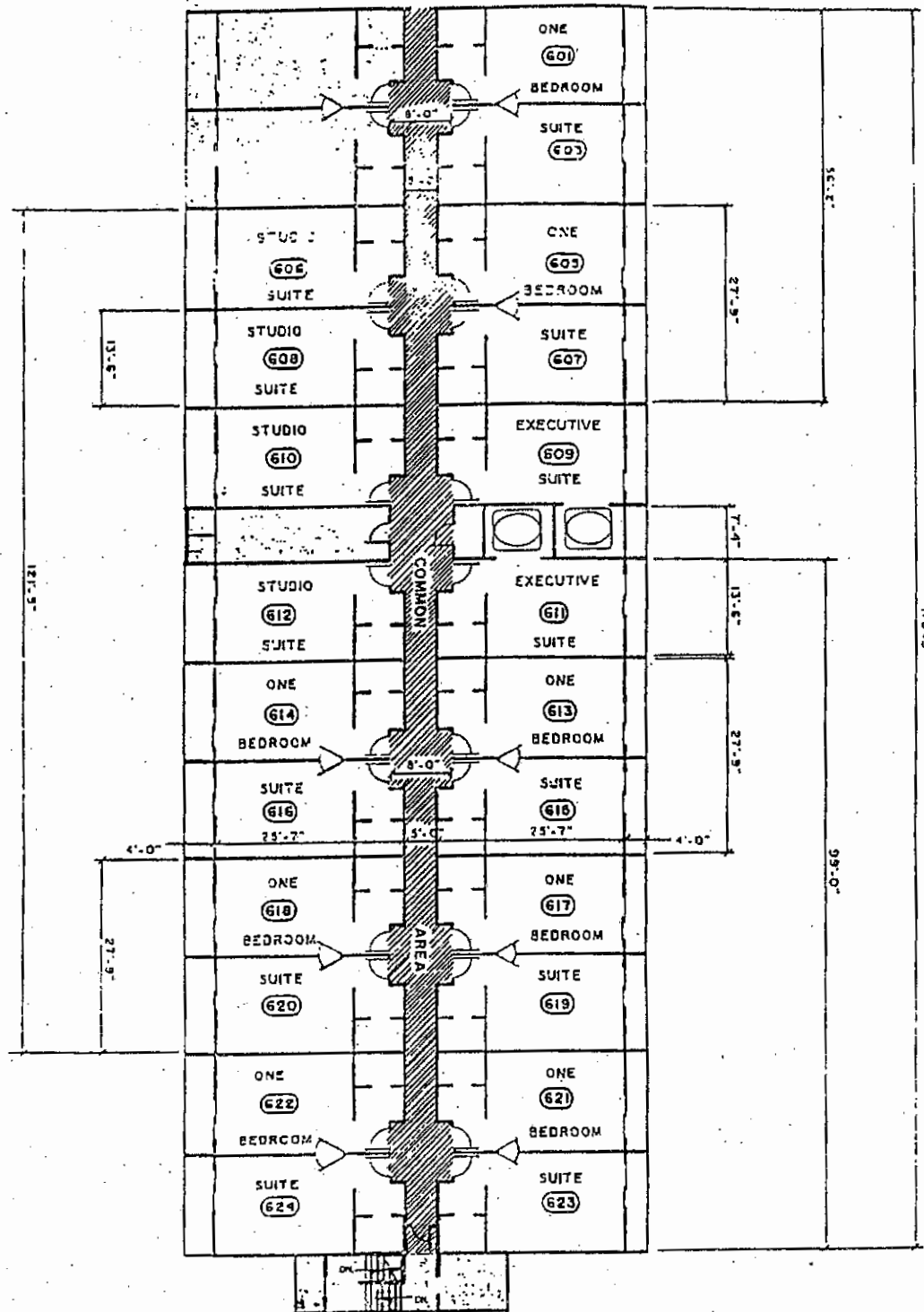
thence North 77° 11' 36" West 20.00 feet.

thence North 12° 48' 24" East 32.00 feet,

thence South 77° 11' 36" East 20.00 feet,

thence South 12° 48' 24" West 32.00 feet to the POINT OF BEGINNING.



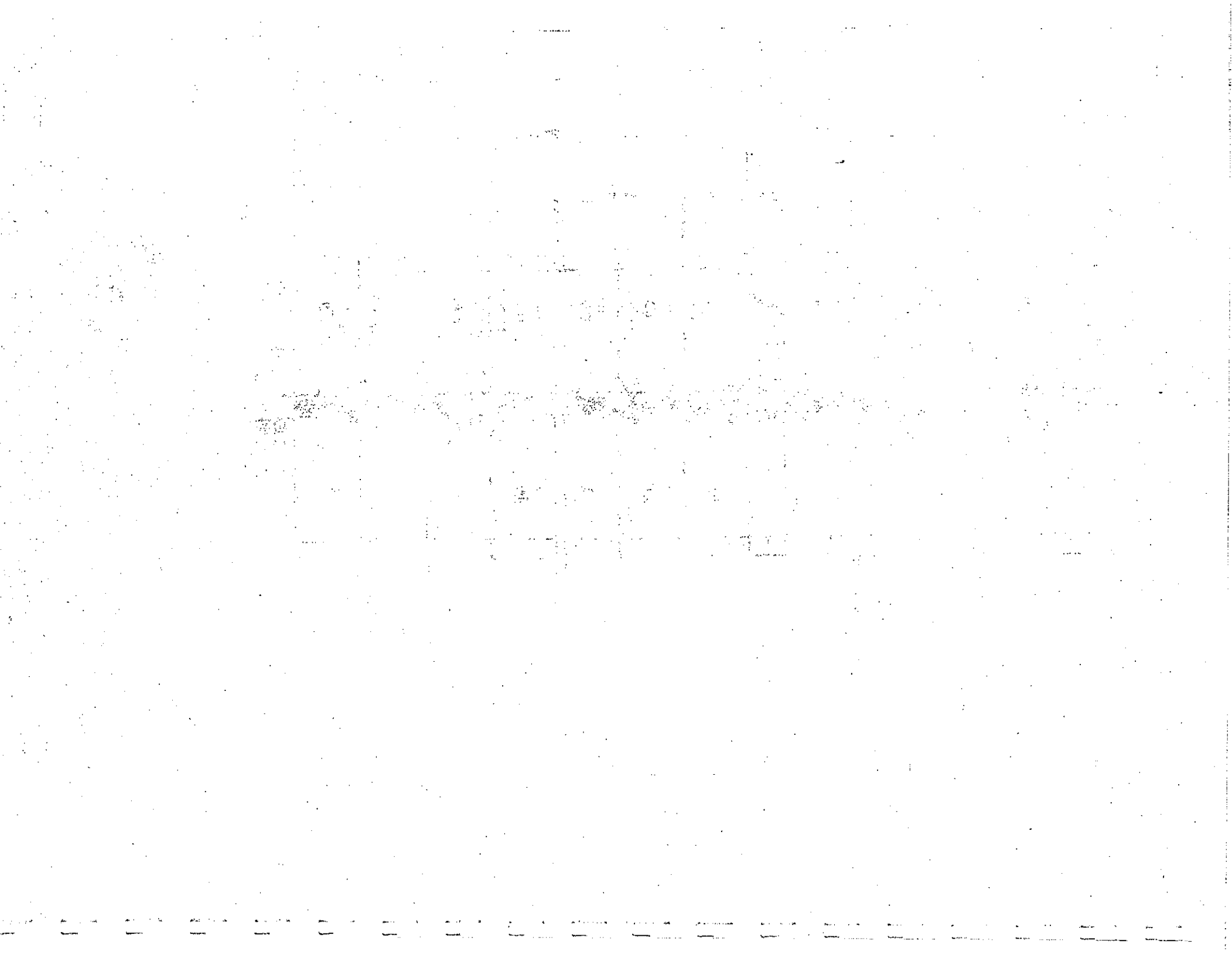


I hereby certify that this plat, map or survey was prepared by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Gregg Stroschein
 Gregg Stroschein, R.L.S.
 Registration No. 10902

3-17-94
 Date





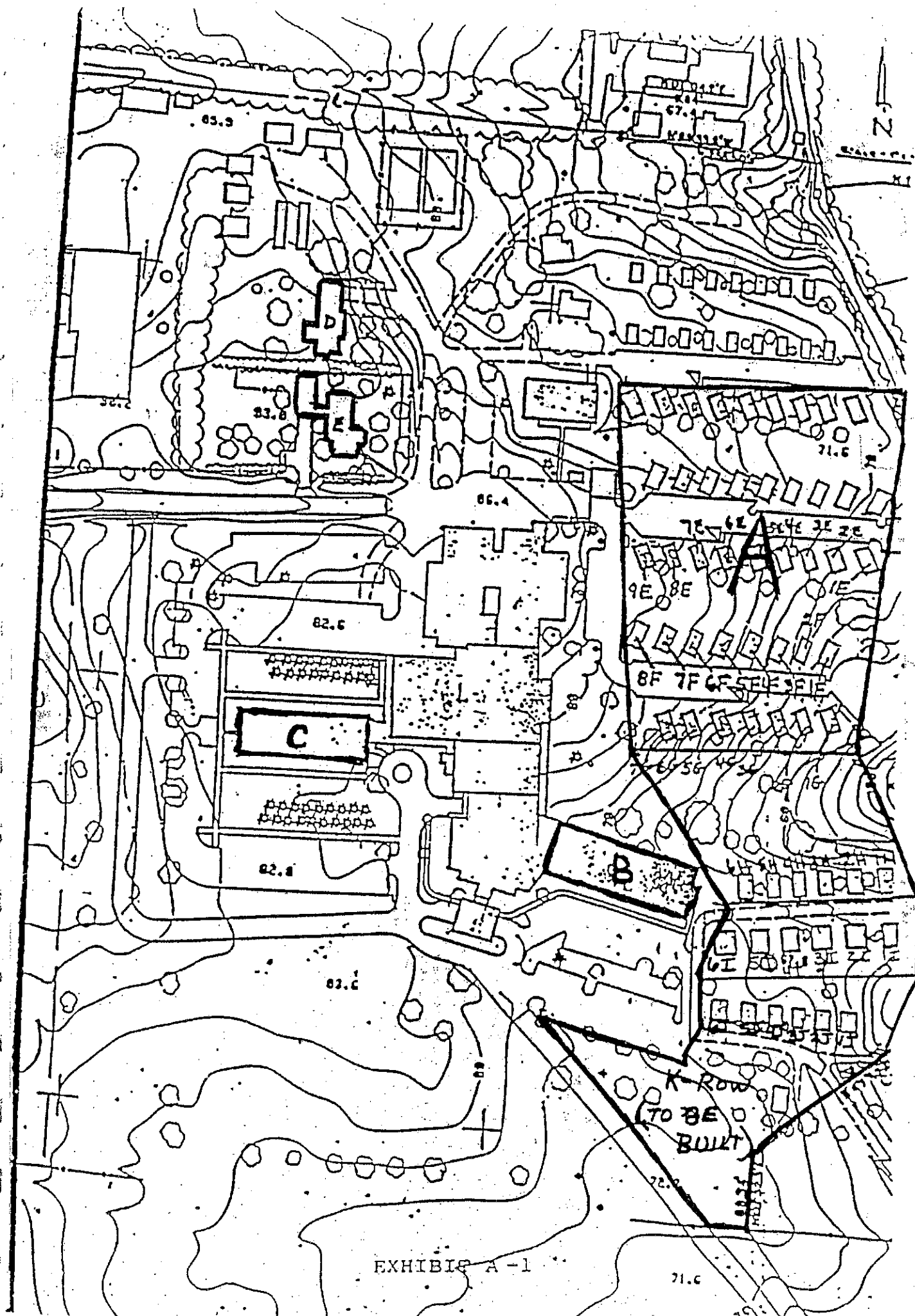
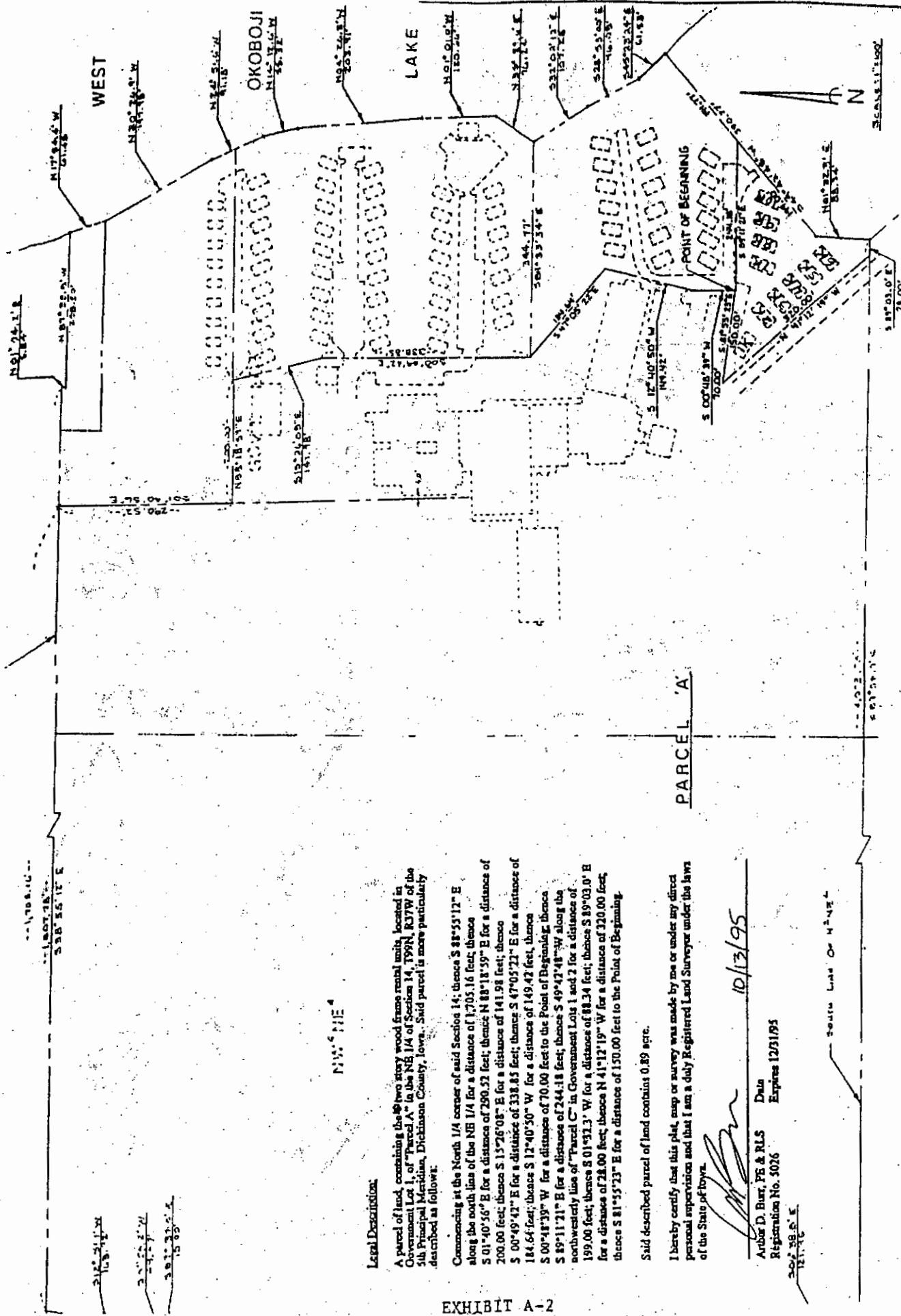


EXHIBIT A-1

71.6



Legal Description:

A parcel of land, containing the two story wood frame rental unit located in Government Lot 1, of Parcel A, in the NE 1/4 of Section 14, 199N, R37W of the 5th Principal Meridian, Dickinson County, Iowa. Said parcel is more particularly described as follows:

Commencing at the North 1/4 corner of said Section 14; thence S 88°55'12" E along the north line of the NE 1/4 for a distance of 1,705.16 feet; thence S 01°40'56" E for a distance of 290.53 feet; thence N 88°18'59" E for a distance of 200.00 feet; thence S 15°26'08" E for a distance of 141.98 feet; thence S 00°49'43" E for a distance of 338.85 feet; thence S 47°05'23" E for a distance of 184.64 feet; thence S 12°40'50" W for a distance of 149.42 feet; thence S 00°48'39" W for a distance of 70.00 feet to the Point of Beginning; thence S 89°11'21" E for a distance of 244.18 feet; thence S 49°42'48" W along the northwestern line of Parcel C in Government Lots 1 and 2 for a distance of 199.00 feet; thence S 01°52'3" W for a distance of 88.34 feet; thence S 89°03'0" E for a distance of 78.00 feet; thence N 41°12'19" W for a distance of 320.00 feet; thence S 81°55'23" E for a distance of 150.00 feet to the Point of Beginning.

Said described parcel of land contains 0.89 acre.

I hereby certify that this plat, map or survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Arthur D. Burr, P.E. & R.L.S.
 Arthur D. Burr, P.E. & R.L.S.
 Registration No. 3026
 Expires 12/31/95
 10/13/95

OWNER: VILLAGE LAKESHORES, L.P.
 LEGAL DESCRIPTION
 10 TOWNHOUSE UNITS

MUNICIPAL
 ENGINEERING

DATE: 10/13/95
 SHEET: 32

$$\begin{array}{r} 309.710 \\ 5.06 \end{array}$$

FILE

A journal of law, including a wide range of legal topics, is published in December, April, and August. In the 1940s and 1950s, the journal was published by the 26 Principal Members, Deceased Officers, and the Law Society. It is now published by the Law Society.

[illegible]

RUSTIC CAMP

1999

146 1/2 of Section 14, T99N, R17W of the 3rd Principal Meridian, Dickinson County, Iowa. Sold parcel is more particularly described as follows:

Continued on inside back cover

1,083.00

Four Leaf Clover

I hardly exactly that this job, may or may not be made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

10

10/13/95

11/11/2017 11:11 AM

71

for

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MANSSION DETAIL.

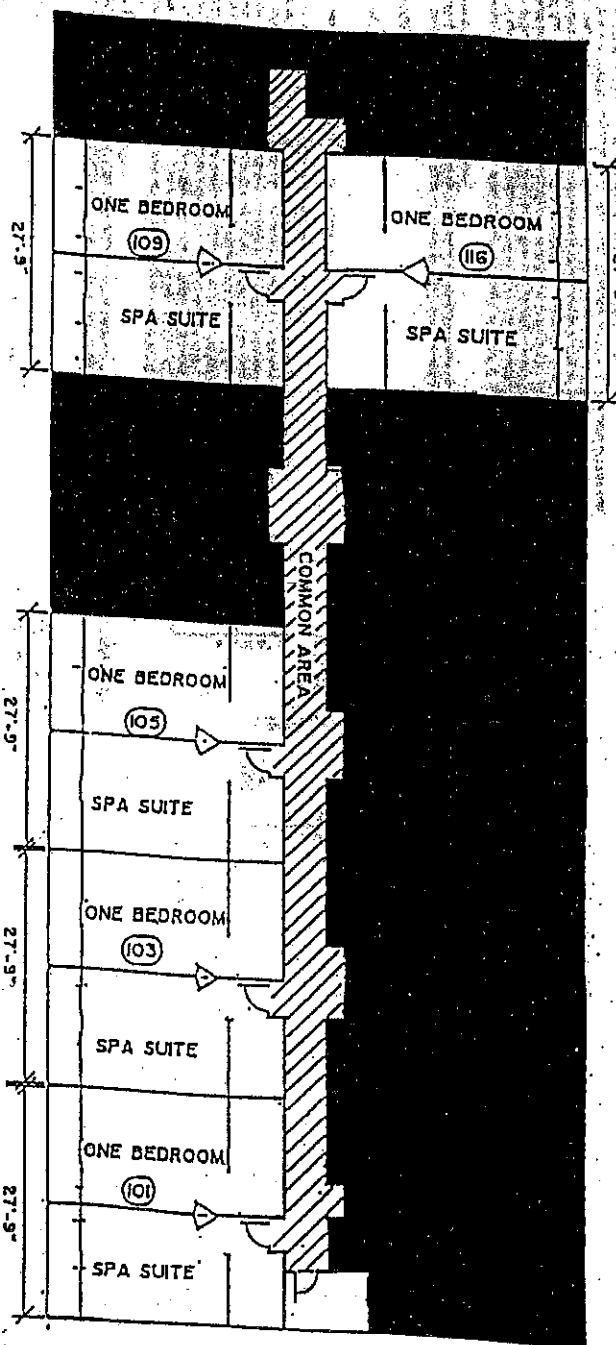
PARCEL A RUSTIC CABIN DETAIL

EXHIBIT A-2.

**MUNICIPAL
ENGINEERING
CONSULTANTS INC.**

Page 110
Largest Dept., New York

OWNER: VILLAGE LAKESHARES	LEGAL DESCRIPTION	OWNED BY
	MANSON & RUSTIC CABIN	



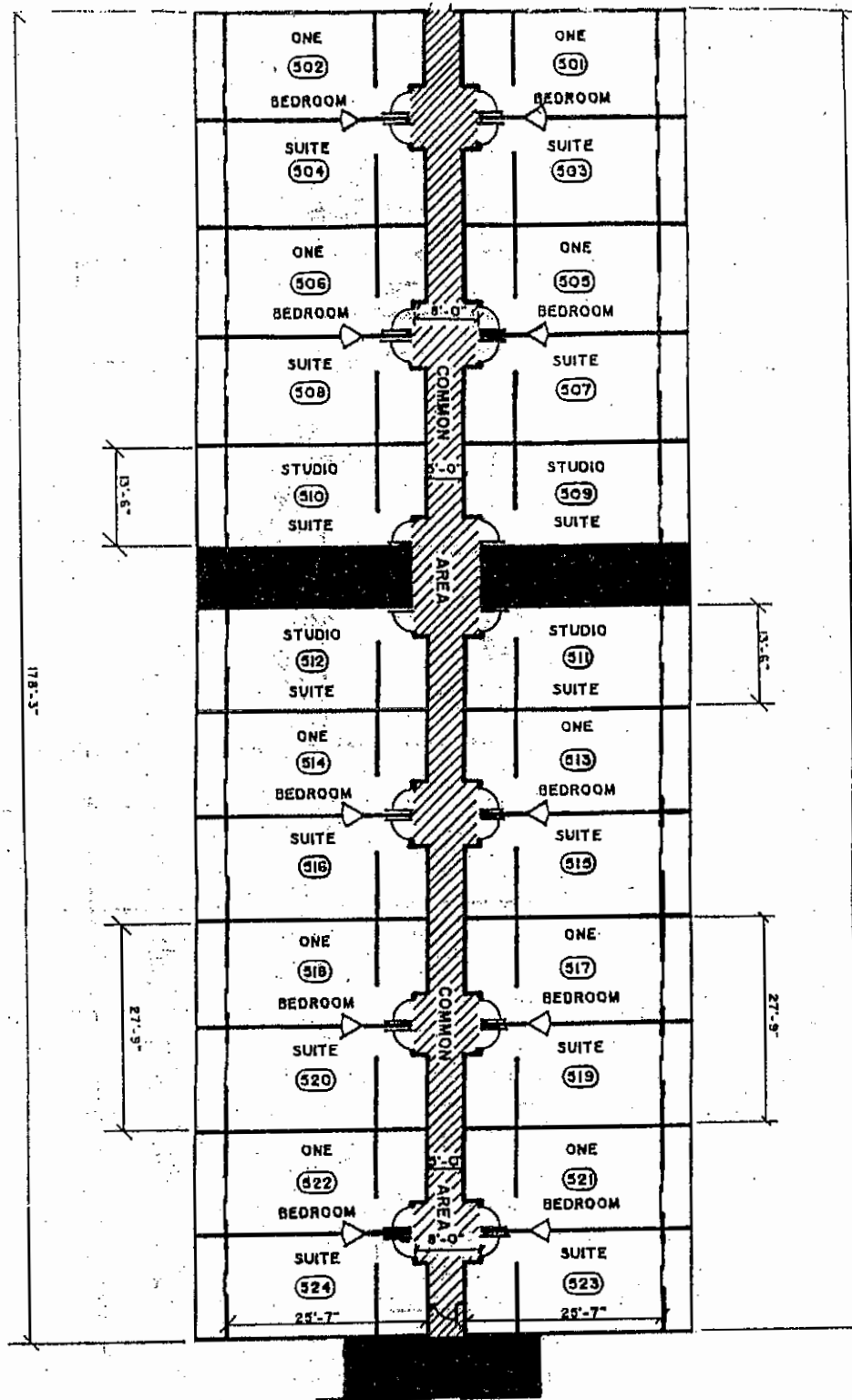
I HEREBY CERTIFY THAT THIS PLAT, MAP OR SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Arthur D. Burr

ARTHUR D. BURR, PE & RLS
REGISTRATION NO. 5028
REGISTRATION EXP. 12/31/1995

10/13/95
DATE





I hereby state that this plat, map, or survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Arthur D. Burk, P.E. & L.S.
Registration No. 5026

7/8/92

Date



M E C MUNICIPAL
ENGINEERING
CONSULTANTS, P.C.

Box 220
Sergeant Bluff, Iowa 51054
Phone 712-943-5055

VILLAGE WEST RESORT
FIFTH FLOOR COMMON AREA

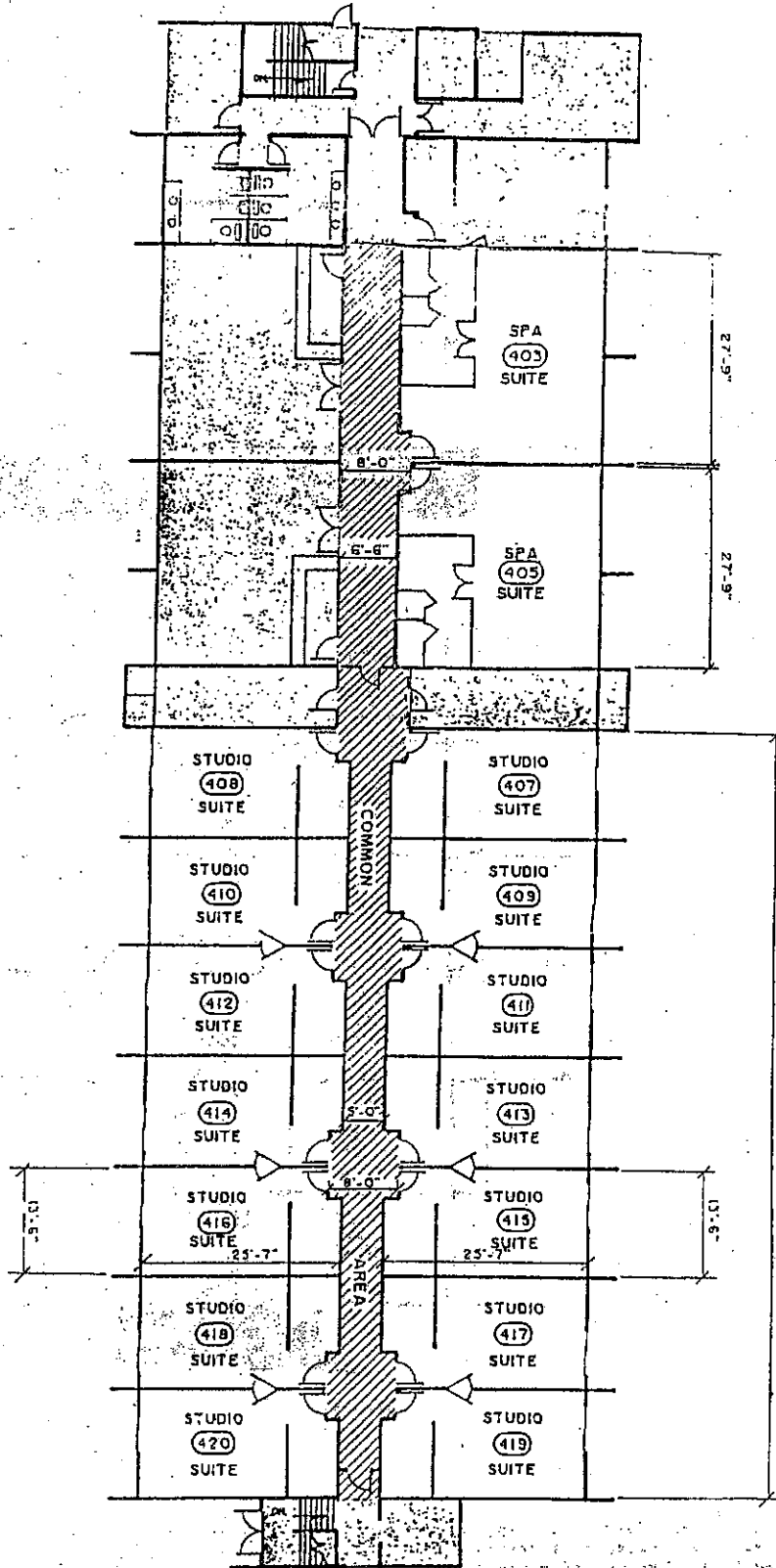
DWG. NO.

7

REV. 7-8-92

JOB NO. 6628

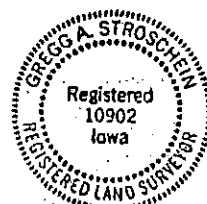
EXHIBIT A - 9B (2)



I hereby certify that this plat, map or survey was prepared by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Gregg Stroschein, RLS
Registration No. 10902

8-17-94
Date



DESCRIPTION OF UNIT #1 ROW #K

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the east side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 19.62 feet along the East side of Parcel A in Government Lot 1,

thence North 44° 53'25" West 240.96 feet to the point of beginning;

thence South 36° 56'47" West 4.74 feet;

thence North 53° 03'13" West 32.00 feet;

thence North 36° 56'47" East 20.00 feet;

thence South 53° 03'13" East 32.00 feet;

thence South 36° 56'47" West 15.26 feet to the point of beginning.

DESCRIPTION OF UNIT #2 ROW #K

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the east side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 19.62 feet along the East side of Parcel A in Government Lot 1,

thence North 44° 53'25" West 196.17 feet to the point of beginning;

thence South 45° 06'35" West 7.15 feet;

thence North 44° 53'25" West 20.00 feet;

thence North 45° 06'35" East 32.00 feet;

thence South 44° 53'25" East 20.00 feet;

thence South 45° 06'35" West 24.85 feet to the point of beginning.

1. The first part of the document is a list of names and addresses of the members of the committee.

2. The second part of the document is a list of names and addresses of the members of the committee.

3. The third part of the document is a list of names and addresses of the members of the committee.

4. The fourth part of the document is a list of names and addresses of the members of the committee.

5. The fifth part of the document is a list of names and addresses of the members of the committee.

6. The sixth part of the document is a list of names and addresses of the members of the committee.

7. The seventh part of the document is a list of names and addresses of the members of the committee.

8. The eighth part of the document is a list of names and addresses of the members of the committee.

9. The ninth part of the document is a list of names and addresses of the members of the committee.

10. The tenth part of the document is a list of names and addresses of the members of the committee.

11. The eleventh part of the document is a list of names and addresses of the members of the committee.

12. The twelfth part of the document is a list of names and addresses of the members of the committee.

13. The thirteenth part of the document is a list of names and addresses of the members of the committee.

14. The fourteenth part of the document is a list of names and addresses of the members of the committee.

15. The fifteenth part of the document is a list of names and addresses of the members of the committee.

16. The sixteenth part of the document is a list of names and addresses of the members of the committee.

17. The seventeenth part of the document is a list of names and addresses of the members of the committee.

18. The eighteenth part of the document is a list of names and addresses of the members of the committee.

DESCRIPTION OF UNIT #3 ROW #K

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the east side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 19.62 feet along the East side of Parcel A in Government Lot 1,

thence North 44° 53'25" West 161.17 feet to the point of beginning;

thence South 45° 06'35" West 7.15 feet;

thence North 44° 53'25" West 20.00 feet;

thence North 45° 06'35" East 32.00 feet;

thence South 44° 53'25" East 20.00 feet;

thence South 45° 06'35" West 24.85 feet to the point of beginning.

DESCRIPTION OF UNIT #4 ROW #K

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North $88^{\circ} - 48.1'$ West 600.01 feet to the Southeast corner of Parcel B,

thence North $1^{\circ} - 32.3'$ East 1329.95 feet along the east side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North $1^{\circ} - 32.3'$ East 19.62 feet along the East side of Parcel A in Government Lot 1,

thence North $44^{\circ} 53'25''$ West 126.17 feet to the point of beginning;

thence South $45^{\circ} 06'35''$ West 7.15 feet;

thence North $44^{\circ} 53'25''$ West 20.00 feet;

thence North $45^{\circ} 06'35''$ East 32.00 feet;

thence South $44^{\circ} 53'25''$ East 20.00 feet;

thence South $45^{\circ} 06'35''$ West 24.85 feet to the point of beginning.

DESCRIPTION OF UNIT #5 ROW #K

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the east side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 19.62 feet along the East side of Parcel A in Government Lot 1,

thence North 44° 53'25" West 91.17 feet to the point of beginning;

thence continuing North 44° 53'25" West 20.00 feet;

thence North 45° 06'35" East 32.00 feet;

thence South 44° 53'25" East 20.00 feet;

thence South 45° 06'35" West 32.00 feet to the point of beginning.

THE [illegible] OF [illegible]

BY [illegible]

IN [illegible]

THE [illegible] OF [illegible]

THE [illegible] OF [illegible]

THE [illegible] OF [illegible]

THE [illegible] OF [illegible]

THE [illegible] OF [illegible]

THE [illegible] OF [illegible]

THE [illegible] OF [illegible]

THE [illegible] OF [illegible]

THE [illegible] OF [illegible]

THE [illegible] OF [illegible]

THE [illegible] OF [illegible]

THE [illegible] OF [illegible]

DESCRIPTION OF UNIT #6 ROW #K

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the east side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 19.62 feet along the East side of Parcel A in Government Lot 1,

thence North 44° 53'25" East 56.17 feet to the point of beginning;

thence continuing North 44° 53'25" West 20.00 feet;

thence North 45° 06'35" East 32.00 feet;

thence South 44° 53'25" East 20.00 feet;

thence South 45° 06'35" West 32.00 feet to the point of beginning.

DESCRIPTION OF UNIT #7 ROW #K

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North $88^{\circ} - 48.1'$ West 600.01 feet to the Southeast corner of Parcel B,

thence North $1^{\circ} - 32.3'$ East 1329.95 feet along the east side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North $1^{\circ} - 32.3'$ East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North $49^{\circ} - 42.8'$ East 110.56 feet;

thence North $86^{\circ} 22'42''$ West 133.25 feet to the point of beginning;

thence North $71^{\circ} 11'32''$ West 20.00 feet;

thence North $18^{\circ} 48'28''$ East 32.00 feet;

thence South $71^{\circ} 11'32''$ East 20.00 feet;

thence South $18^{\circ} 48'28''$ West 32.00 feet to the point of beginning.

1. The first part of the document is a list of names and addresses of the members of the committee.

2. The second part of the document is a list of names and addresses of the members of the committee.

3. The third part of the document is a list of names and addresses of the members of the committee.

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7. The seventh part of the document is a list of names and addresses of the members of the committee.

8. The eighth part of the document is a list of names and addresses of the members of the committee.

9. The ninth part of the document is a list of names and addresses of the members of the committee.

10. The tenth part of the document is a list of names and addresses of the members of the committee.

11. The eleventh part of the document is a list of names and addresses of the members of the committee.

12. The twelfth part of the document is a list of names and addresses of the members of the committee.

13. The thirteenth part of the document is a list of names and addresses of the members of the committee.

14. The fourteenth part of the document is a list of names and addresses of the members of the committee.

15. The fifteenth part of the document is a list of names and addresses of the members of the committee.

16. The sixteenth part of the document is a list of names and addresses of the members of the committee.

17. The seventeenth part of the document is a list of names and addresses of the members of the committee.

DESCRIPTION OF UNIT #8 ROW #K

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North $88^{\circ} - 48.1'$ West 600.01 feet to the Southeast corner of Parcel B,

thence North $1^{\circ} - 32.3'$ East 1329.95 feet along the east side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North $1^{\circ} - 32.3'$ East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North $49^{\circ} - 42.8'$ East 110.56 feet;

thence North $86^{\circ} 22'42''$ West 96.98 feet to the point of beginning;

thence North $71^{\circ} 11'32''$ West 20.00 feet;

thence North $18^{\circ} 48'28''$ East 32.00 feet;

thence South $71^{\circ} 11'32''$ East 20.00 feet;

thence South $18^{\circ} 48'28''$ West 32.00 feet to the point of beginning.

DESCRIPTION OF UNIT 10 ROW #K

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14.

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the east side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 49° - 42.8' East 110.56 feet;

thence North 86° 22'42" West 24.45 feet to the point of beginning;

thence North 71° 11'32" West 20.00 feet;

thence North 18° 48'28" East 32.00 feet;

thence South 71° 11'32" East 20.00 feet;

thence South 18° 48'28" West 32.00 feet to the point of beginning.

DESCRIPTION OF UNIT #9 ROW #K

That part of Government Lot 1 of the Northeast Quarter of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa;

described as COMMENCING at the Southeast corner of the Northeast Quarter of said Section 14,

thence North 88° - 48.1' West 600.01 feet to the Southeast corner of Parcel B,

thence North 1° - 32.3' East 1329.95 feet along the east side of Parcel B to the Northeast corner of Parcel B, also being the Southeast corner of Parcel A on the South line of said Government Lot 1,

thence North 1° - 32.3' East 88.34 feet along the East side of Parcel A in Government Lot 1,

thence North 49° - 42.8' East 110.56 feet;

thence North 86° 22'42" West 60.71 feet to the point of beginning;

thence North 71° 11'32" West 20.00 feet;

thence North 18° 48'28" East 32.00 feet;

thence South 71° 11'32" East 20.00 feet;

thence South 18° 48'28" West 32.00 feet to the point of beginning.

WILLIAM S. ...

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BONUS TIME

Bonus time is a Gold Card benefit allowing Sunrise Cove owners to rent timeshare units, from the Homeowner's Association, at reduced rates for usage in addition to any week(s) owned. The following guidelines govern the Bonus Time Program.

1. **USAGE:** Bonus time is for Gold Card owners in good standing (current on maintenance fees and loan payments) and/or their immediate family. (Includes spouses, children, parents, grandparents, or grandchildren.)

2. **AVAILABILITY:** Bonus Time is based on usage of (A) "Designated Weeks" (seven blue weeks from each unit), and or (B) weeks or days deposited in the Bonus Time pool by owners.

3. **REQUESTS:** Only owners may request Bonus Time. Only one (1) request per owner may be pending at a time. Bonus Time requests are taken no sooner than 2 weeks (1-14 days) prior to usage. Requests are satisfied on a 'first come, first served, space available" basis. Requests for multiple units are satisfied upon availability ten days ahead of arrival date.

4. **CONFIRMATIONS:** The reservation must be guaranteed by a credit card at the time the request is made to receive a confirmation. Confirmed Bonus Time reservations must be canceled 72 hours prior to usage. If a reservation is canceled after the 72 hour deadline they will incur a charge, equal to Bonus Time Nightly Rate for the unit type reserved.

5. **BONUS TIME RATES:** (State Tax Included)

Studio Suite	\$ 40/Night	One Bedroom Spa	\$ 70/Night
Executive Suite	\$ 60/Night	Two Bedroom Townhouse	\$ 65/Night
Studio Spa Suite	\$ 60/Night	Three Bedroom Townhouse	\$ 90/Night
L Row - B	\$ 40/Night	L Row AB	\$ 85/Night
One Bedroom Suite	\$ 55/Night	L Row 14,15,19,24,29 A or B	\$ 85/Night
L Row - A	\$ 55/Night	L Row 14,15,19,24,29 AB (4 bdrm)	\$170/Night
Mansion	\$110/Night	Rustic	\$120/Night

6. **PAYMENTS:** Advance payments by credit card, check or money order is accepted but not required. Advance payments are refunded if reservations are canceled 72 hours prior to usage. Total lodging charges are not reduced upon early departure. Full payment is required at check-out. Gold Card lodging discounts do not apply to Bonus Time usage.

7. We hope you enjoy your bonus time vacationing at Sunrise Cove, and please visit us often.

AMENDMENT ONE INTEREST

The fifteen units now submitted under Phases I and II have the following square footage and at this time have the proportionate interest in the Common Elements set forth below dependent upon the Unit being committed as Fixed Time (45 shares per Unit) or Float Time (52 shares per Unit):

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit %Interest</u>	<u>Floating Time Time-Share Estate</u>	<u>Fixed-Time Time-Share Estate</u>
1F	Townhouse	855	8.4079	.1616904	.1868422
3F	Townhouse	855	8.4079	.1616904	.1868422
4F	Townhouse	855	8.4079	.1616904	.1868422
5F	Townhouse	855	8.4079	.1616904	.1868422
6F	Townhouse	855	8.4079	.1616904	.1868422
7F	Townhouse	855	8.4079	.1616904	.1868422
8F	Townhouse	855	8.4079	.1616904	.1868422
608	Studio	342	3.3632	.0646769	.0747378
610	Studio	342	3.3632	.0646769	.0747378
611	Executive Studio	422	4.1499	.0798058	.092220
612	Studio	342	3.3632	.0646769	.0747378
613/ 615	1 Bedroom	684	6.7263	.1293519	.1494733
614/ 616	1 Bedroom	684	6.7263	.1293519	.1494733
617/ 619	1 Bedroom	684	6.7263	.1293519	.1494733
618/ 620	1 Bedroom	684	6.7263	.1293519	.1494733

TOTAL FOR ALL INTERESTS

10,169

100.000

99.9999988

99.9999999

(52 shares/Unit) (45 shares/Unit)

The Common Elements for Phases I and II consists solely of the hallway located outside the hotel/motel units as shown on Exhibit A-9B. Any interest in common area not allocated to Unit owners will belong to the Association.

The hotel/motel units will contain similar furnishings to those included in the Declaration.

AMENDMENT	INTEREST
AMENDMENT 1	INTEREST 1
AMENDMENT 2	INTEREST 2
AMENDMENT 3	INTEREST 3
AMENDMENT 4	INTEREST 4
AMENDMENT 5	INTEREST 5
AMENDMENT 6	INTEREST 6
AMENDMENT 7	INTEREST 7
AMENDMENT 8	INTEREST 8
AMENDMENT 9	INTEREST 9
AMENDMENT 10	INTEREST 10
AMENDMENT 11	INTEREST 11
AMENDMENT 12	INTEREST 12
AMENDMENT 13	INTEREST 13
AMENDMENT 14	INTEREST 14
AMENDMENT 15	INTEREST 15
AMENDMENT 16	INTEREST 16
AMENDMENT 17	INTEREST 17
AMENDMENT 18	INTEREST 18
AMENDMENT 19	INTEREST 19
AMENDMENT 20	INTEREST 20
AMENDMENT 21	INTEREST 21
AMENDMENT 22	INTEREST 22
AMENDMENT 23	INTEREST 23
AMENDMENT 24	INTEREST 24
AMENDMENT 25	INTEREST 25
AMENDMENT 26	INTEREST 26
AMENDMENT 27	INTEREST 27
AMENDMENT 28	INTEREST 28
AMENDMENT 29	INTEREST 29
AMENDMENT 30	INTEREST 30
AMENDMENT 31	INTEREST 31
AMENDMENT 32	INTEREST 32
AMENDMENT 33	INTEREST 33
AMENDMENT 34	INTEREST 34
AMENDMENT 35	INTEREST 35
AMENDMENT 36	INTEREST 36
AMENDMENT 37	INTEREST 37
AMENDMENT 38	INTEREST 38
AMENDMENT 39	INTEREST 39
AMENDMENT 40	INTEREST 40
AMENDMENT 41	INTEREST 41
AMENDMENT 42	INTEREST 42
AMENDMENT 43	INTEREST 43
AMENDMENT 44	INTEREST 44
AMENDMENT 45	INTEREST 45
AMENDMENT 46	INTEREST 46
AMENDMENT 47	INTEREST 47
AMENDMENT 48	INTEREST 48
AMENDMENT 49	INTEREST 49
AMENDMENT 50	INTEREST 50
AMENDMENT 51	INTEREST 51
AMENDMENT 52	INTEREST 52
AMENDMENT 53	INTEREST 53
AMENDMENT 54	INTEREST 54
AMENDMENT 55	INTEREST 55
AMENDMENT 56	INTEREST 56
AMENDMENT 57	INTEREST 57
AMENDMENT 58	INTEREST 58
AMENDMENT 59	INTEREST 59
AMENDMENT 60	INTEREST 60
AMENDMENT 61	INTEREST 61
AMENDMENT 62	INTEREST 62
AMENDMENT 63	INTEREST 63
AMENDMENT 64	INTEREST 64
AMENDMENT 65	INTEREST 65
AMENDMENT 66	INTEREST 66
AMENDMENT 67	INTEREST 67
AMENDMENT 68	INTEREST 68
AMENDMENT 69	INTEREST 69
AMENDMENT 70	INTEREST 70
AMENDMENT 71	INTEREST 71
AMENDMENT 72	INTEREST 72
AMENDMENT 73	INTEREST 73
AMENDMENT 74	INTEREST 74
AMENDMENT 75	INTEREST 75
AMENDMENT 76	INTEREST 76
AMENDMENT 77	INTEREST 77
AMENDMENT 78	INTEREST 78
AMENDMENT 79	INTEREST 79
AMENDMENT 80	INTEREST 80
AMENDMENT 81	INTEREST 81
AMENDMENT 82	INTEREST 82
AMENDMENT 83	INTEREST 83
AMENDMENT 84	INTEREST 84
AMENDMENT 85	INTEREST 85
AMENDMENT 86	INTEREST 86
AMENDMENT 87	INTEREST 87
AMENDMENT 88	INTEREST 88
AMENDMENT 89	INTEREST 89
AMENDMENT 90	INTEREST 90
AMENDMENT 91	INTEREST 91
AMENDMENT 92	INTEREST 92
AMENDMENT 93	INTEREST 93
AMENDMENT 94	INTEREST 94
AMENDMENT 95	INTEREST 95
AMENDMENT 96	INTEREST 96
AMENDMENT 97	INTEREST 97
AMENDMENT 98	INTEREST 98
AMENDMENT 99	INTEREST 99
AMENDMENT 100	INTEREST 100

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit %Interest</u>	<u>Floating Time Time-Share Estate</u>	<u>Fixed-Time Time-Share Estate</u>
1E	Townhouse	855	5.58860	.1074731	.1241911
8E	Townhouse	855	5.58860	.1074731	.1241911
9E	Townhouse	855	5.58860	.1074731	.1241911
1F	Townhouse	855	5.58860	.1074731	.1241911
2F	Townhouse	855	5.58860	.1074731	.1241911
3F	Townhouse	855	5.58860	.1074731	.1241911
4F	Townhouse	855	5.58860	.1074731	.1241911
5F	Townhouse	855	5.58860	.1074731	.1241911
6F	Townhouse	855	5.58860	.1074731	.1241911
7F	Townhouse	855	5.58860	.1074731	.1241911
8F	Townhouse	855	5.58860	.1074731	.1241911
605/ 607	1 Bedroom	684	4.47088	.0859784	.0993529
606	Studio	342	2.23544	.0429892	.0496764
608	Studio	342	2.23544	.0429892	.0496764
610	Studio	342	2.23544	.0429892	.0496764
611	Executive Studio	422	2.75836	.0530454	.0612969
612	Studio	342	2.23544	.0429892	.0496764
613/ 615	1 Bedroom	684	4.47088	.0859784	.0612969
614/ 616	1 Bedroom	684	4.47088	.0859784	.0612969
617/ 619	1 Bedroom	684	4.47088	.0859784	.0612969

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit %Interest</u>	<u>Floating Time Time-Share Estate</u>	<u>Fixed-Time Time-Share Estate</u>
618/ 620	1 Bedroom	684	4.47088	.0859784	.0612969
621/ 623	1 Bedroom	684	4.47088	.0859784	.0612969
TOTAL FOR ALL INTERESTS		15,299	100.000	99.9999884 (52) (shares/Unit)	99.9999999 (45) (shares/Unit)

The Common Elements for Phases I, II, and III consists solely of the hallway located outside the hotel/motel units as shown on Exhibit A-9B. Any interest in common area not allocated to Unit owners will belong to the Association.

The hotel/motel units will contain similar furnishings to those included in the Declaration.

AMENDMENT THREE INTEREST

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
1E	Townhouse	855	3.746221	.0720427	.0832494
2E	Townhouse	855	3.746221	.0720427	.0832494
3E	Townhouse	855	3.746221	.0720427	.0832494
4E	Townhouse	855	3.746221	.0720427	.0832494
5E	Townhouse	855	3.746221	.0720427	.0832494
6E	Townhouse	855	3.746221	.0720427	.0832494
7E	Townhouse	855	3.746221	.0720427	.0832494
8E	Townhouse	855	3.746221	.0720427	.0832494
9E	Townhouse	855	3.746221	.0720427	.0832494
1F	Townhouse	855	3.746221	.0720427	.0832494
2F	Townhouse	855	3.746221	.0720427	.0832494
3F	Townhouse	855	3.746221	.0720427	.0832494
4F	Townhouse	855	3.746221	.0720427	.0832494
5F	Townhouse	855	3.746221	.0720427	.0832494
6F	Townhouse	855	3.746221	.0720427	.0832494
7F	Townhouse	855	3.746221	.0720427	.0832494
8F	Townhouse	855	3.746221	.0720427	.0832494
411	Studio	342	1.498488	.0288171	.0332997
413	Studio	342	1.498488	.0288171	.0332997
415	Studio	342	1.498488	.0288171	.0332997
601/ 603	1 Bedroom	684	2.996977	.0576342	.0665994
605/ 607	1 Bedroom	684	2.996977	.0576342	.0665994
606	Studio	342	1.498488	.0288171	.0332997
608	Studio	342	1.498488	.0288171	.0332997

610	Studio	342	1.498488	.0288171	.0332997
611	Executive Studio	422	1.849012	.0355579	.0410892
612	Studio	342	1.498488	.0288171	.0332997
613/ 615	1 Bedroom	684	2.996977	.0576342	.0665994
614/ 616	1 Bedroom	684	2.996977	.0576342	.0665994
617/ 619	1 Bedroom	684	2.996977	.0576342	.0665994
618/ 620	1 Bedroom	684	2.996977	.0576342	.0665994
621/ 623	1 Bedroom	684	2.996977	.0576342	.0665994
622/ 624	1 Bedroom	684	2.996997	.0576342	.0665994
TOTAL FOR ALL INTERESTS		22,823	100.000001	100.0000092 (52)	99.9999945 (45)
			(shares/unit) (shares/unit)		

The Common Elements for Phases I, II, III and IV consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1) and A-9B(2). Any interest in common area not allocated to Unit owners will belong to the Association.

AMENDMENT FOUR INTEREST

[illegible]

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit & Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
1E	Townhouse	855	3.216100	.0618481	.0714689
2E	Townhouse	855	3.216100	.0618481	.0714689
3E	Townhouse	855	3.216100	.0618481	.0714689
4E	Townhouse	855	3.216100	.0618481	.0714689
5E	Townhouse	855	3.216100	.0618481	.0714689
6E	Townhouse	855	3.216100	.0618481	.0714689
7E	Townhouse	855	3.216100	.0618481	.0714689
8E	Townhouse	855	3.216100	.0618481	.0714689
9E	Townhouse	855	3.216100	.0618481	.0714689
1F	Townhouse	855	3.216100	.0618481	.0714689
2F	Townhouse	855	3.216100	.0618481	.0714689
3F	Townhouse	855	3.216100	.0618481	.0714689
4F	Townhouse	855	3.216100	.0618481	.0714689
5F	Townhouse	855	3.216100	.0618481	.0714689
6F	Townhouse	855	3.216100	.0618481	.0714689
7F	Townhouse	855	3.216100	.0618481	.0714689
8F	Townhouse	855	3.216100	.0618481	.0714689
1G	Townhouse	855	3.216100	.0618481	.0714689
2G	Townhouse	855	3.216100	.0618481	.0714689
411	Studio	342	1.286440	.0247392	.0285876
413	Studio	342	1.286440	.0247392	.0285876
415	Studio	342	1.286440	.0247392	.0285876
417	Studio	342	1.286440	.0247392	.0285876
419	Studio	342	1.286440	.0247392	.0285876

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
517/ 519	1 Bedroom	684	2.572879	.0494784	.0571751
521/ 523	1 Bedroom	684	2.572879	.0494784	.0571751
601/ 603	1 Bedroom	684	2.572879	.0494784	.0571751
605/ 607	1 Bedroom	684	2.572879	.0494784	.0571751
606	Studio	342	1.286440	.0247392	.0285876
608	Studio	342	1.286440	.0247392	.0285876
610	Studio	342	1.286440	.0247392	.0285876
611	Executive Studio	422	1.587362	.0305262	.0352747
612	Studio	342	1.286440	.0247392	.0285876
613/ 615	1 Bedroom	684	2.572879	.0494784	.0571751
614/ 616	1 Bedroom	684	2.572879	.0494784	.0571751
617/ 619	1 Bedroom	684	2.572879	.0494784	.0571751
618/ 620	1 Bedroom	684	2.572879	.0494784	.0571751
621/ 623	1 Bedroom	684	2.572879	.0494784	.0571751
622/ 624	1 Bedroom	684	2.572879	.0494784	.0571751
TOTAL FOR ALL INTERESTS		26,585	100.000012	99.9999000 (52) (shares/unit)	99.9999900 (45) (shares/unit)

The Common Elements for Phases I, II, III, IV and V consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

[illegible]

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-19-2010 BY 60322 UCBAW/SJS/KSP

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
1E	Townhouse	855	2.611405	.0502193	.0580312
2E	Townhouse	855	2.611405	.0502193	.0580312
3E	Townhouse	855	2.611405	.0502193	.0580312
4E	Townhouse	855	2.611405	.0502193	.0580312
5E	Townhouse	855	2.611405	.0502193	.0580312
6E	Townhouse	855	2.611405	.0502193	.0580312
7E	Townhouse	855	2.611405	.0502193	.0580312

8E	Townhouse	855	2.611405	.0502193	.0580312
9E	Townhouse	855	2.611405	.0502193	.0580312
1F	Townhouse	855	2.611405	.0502193	.0580312
2F	Townhouse	855	2.611405	.0502193	.0580312
3F	Townhouse	855	2.611405	.0502193	.0580312
4F	Townhouse	855	2.611405	.0502193	.0580312
5F	Townhouse	855	2.611405	.0502193	.0580312
6F	Townhouse	855	2.611405	.0502193	.0580312
7F	Townhouse	855	2.611405	.0502193	.0580312
8F	Townhouse	855	2.611405	.0502193	.0580312
1G	Townhouse	855	2.611405	.0502193	.0580312
2G	Townhouse	855	2.611405	.0502193	.0580312
3G	Townhouse	855	2.611405	.0502913	.0580312
4G	Townhouse	855	2.611405	.0502193	.0580312
5G	Townhouse	855	2.611405	.0502193	.0580312
6G	Townhouse	855	2.611405	.0502193	.0580312
407	Studio	342	1.044562	.0200877	.0232124
409	Studio	342	1.044562	.0200877	.0232124
411	Studio	342	1.044562	.0200877	.0232124
413	Studio	342	1.044562	.0200877	.0232124
415	Studio	342	1.044562	.0200877	.0232124
417	Studio	342	1.044562	.0200877	.0232124
419	Studio	342	1.044562	.0200877	.0232124

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
509	Studio	342	1.044562	.0200877	.0232124
511	Studio	342	1.044562	.0200877	.0232124
505/ 507	1 Bedroom	684	2.089124	.0401757	.0464249
513/ 515	1 Bedroom	684	2.089124	.0401757	.0464249
517/ 519	1 Bedroom	684	2.089124	.0401757	.0464249
521/ 523	1 Bedroom	684	2.089124	.0401757	.0464249
601/ 603	1 Bedroom	684	2.089124	.0401757	.0464249
605/ 607	1 Bedroom	684	2.089124	.0401757	.0464249
606	Studio	342	1.044562	.0200877	.0232124
608	Studio	342	1.044562	.0200877	.0232124
610	Studio	342	1.044562	.0200877	.0232124
611	Executive Studio	422	1.288904	.0247866	.0286423
612	Studio	342	1.044562	.0200877	.0232124
613/ 615	1 Bedroom	684	2.089124	.0401757	.0464249
614/ 616	1 Bedroom	684	2.089124	.0401757	.0464249
617/ 619	1 Bedroom	684	2.089124	.0401757	.0464249
618/ 620	1 Bedroom	684	2.089124	.0401757	.0464249

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
621/ 623	1 Bedroom	684	2.089124	.0401757	.0464249
622/ 624	1 Bedroom	684	2.089124	.0401757	.0464249
TOTAL FOR ALL INTERESTS		32,741	100.000013	100.0001000 (52) (shares/unit)	99.9999900 (45) (shares/unit)

The Common Elements for Phases I, II, III, IV, V and VI consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

AMENDMENT SIX INTEREST

DATE	DESCRIPTION	AMOUNT	CHECK NO.	BANK	MEMO
10/1/50	10/1/50	10/1/50	10/1/50	10/1/50	10/1/50
10/2/50	10/2/50	10/2/50	10/2/50	10/2/50	10/2/50
10/3/50	10/3/50	10/3/50	10/3/50	10/3/50	10/3/50
10/4/50	10/4/50	10/4/50	10/4/50	10/4/50	10/4/50
10/5/50	10/5/50	10/5/50	10/5/50	10/5/50	10/5/50
10/6/50	10/6/50	10/6/50	10/6/50	10/6/50	10/6/50
10/7/50	10/7/50	10/7/50	10/7/50	10/7/50	10/7/50
10/8/50	10/8/50	10/8/50	10/8/50	10/8/50	10/8/50
10/9/50	10/9/50	10/9/50	10/9/50	10/9/50	10/9/50
10/10/50	10/10/50	10/10/50	10/10/50	10/10/50	10/10/50
10/11/50	10/11/50	10/11/50	10/11/50	10/11/50	10/11/50
10/12/50	10/12/50	10/12/50	10/12/50	10/12/50	10/12/50
10/13/50	10/13/50	10/13/50	10/13/50	10/13/50	10/13/50
10/14/50	10/14/50	10/14/50	10/14/50	10/14/50	10/14/50
10/15/50	10/15/50	10/15/50	10/15/50	10/15/50	10/15/50
10/16/50	10/16/50	10/16/50	10/16/50	10/16/50	10/16/50
10/17/50	10/17/50	10/17/50	10/17/50	10/17/50	10/17/50
10/18/50	10/18/50	10/18/50	10/18/50	10/18/50	10/18/50
10/19/50	10/19/50	10/19/50	10/19/50	10/19/50	10/19/50
10/20/50	10/20/50	10/20/50	10/20/50	10/20/50	10/20/50
10/21/50	10/21/50	10/21/50	10/21/50	10/21/50	10/21/50
10/22/50	10/22/50	10/22/50	10/22/50	10/22/50	10/22/50
10/23/50	10/23/50	10/23/50	10/23/50	10/23/50	10/23/50
10/24/50	10/24/50	10/24/50	10/24/50	10/24/50	10/24/50
10/25/50	10/25/50	10/25/50	10/25/50	10/25/50	10/25/50
10/26/50	10/26/50	10/26/50	10/26/50	10/26/50	10/26/50
10/27/50	10/27/50	10/27/50	10/27/50	10/27/50	10/27/50
10/28/50	10/28/50	10/28/50	10/28/50	10/28/50	10/28/50
10/29/50	10/29/50	10/29/50	10/29/50	10/29/50	10/29/50
10/30/50	10/30/50	10/30/50	10/30/50	10/30/50	10/30/50
10/31/50	10/31/50	10/31/50	10/31/50	10/31/50	10/31/50

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit & Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
1E	Townhouse	855	2.096719	.0403215	.0465938
2E	Townhouse	855	2.096719	.0403215	.0465938
3E	Townhouse	855	2.096719	.0403215	.0465938
4E	Townhouse	855	2.096719	.0403215	.0465938
5E	Townhouse	855	2.096719	.0403215	.0465938
6E	Townhouse	855	2.096719	.0403215	.0465938
7E	Townhouse	855	2.096719	.0403215	.0465938
8E	Townhouse	855	2.096719	.0403215	.0465938
9E	Townhouse	855	2.096719	.0403215	.0465938
1F	Townhouse	855	2.096719	.0403215	.0465938
2F	Townhouse	855	2.096719	.0403215	.0465938
3F	Townhouse	855	2.096719	.0403215	.0465938
4F	Townhouse	855	2.096719	.0403215	.0465938
5F	Townhouse	855	2.096719	.0403215	.0465938
6F	Townhouse	855	2.096719	.0403215	.0465938
7F	Townhouse	855	2.096719	.0403215	.0465938

8F	Townhouse	855	2.096719	.0403215	.0465938
1G	Townhouse	855	2.096719	.0403215	.0465938
2G	Townhouse	855	2.096719	.0403215	.0465938
3G	Townhouse	855	2.096719	.0403215	.0465938
4G	Townhouse	855	2.096719	.0403215	.0465938
5G	Townhouse	855	2.096719	.0403215	.0465938
6G	Townhouse	855	2.096719	.0403215	.0465938
7G	Townhouse	855	2.096719	.0403215	.0465938
407	Studio	342	.838688	.0161286	.0186375
408	Studio	342	.838688	.0161286	.0186375
409	Studio	342	.838688	.0161286	.0186375
410	Studio	342	.838688	.0161286	.0186375
411	Studio	342	.838688	.0161286	.0186375
412	Studio	342	.838688	.0161286	.0186375
413	Studio	342	.838688	.0161286	.0186375
414	Studio	342	.838688	.0161286	.0186375
415	Studio	342	.838688	.0161286	.0186375
416	Studio	342	.838688	.0161286	.0186375
417	Studio	342	.838688	.0161286	.0186375
418	Studio	342	.838688	.0161286	.0186375
419	Studio	342	.838688	.0161286	.0186375
420	Studio	342	.838688	.0161286	.0186375

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
509	Studio	342	.838688	.0161286	.0186375
510	Studio	342	.838688	.0161286	.0186375
511	Studio	342	.838688	.0161286	.0186375
512	Studio	342	.838688	.0161286	.0186375
501/ 503	1 Bedroom	684	1.677375	.0322572	.0372750
502/ 504	1 Bedroom	684	1.677375	.0322572	.0372750
505/ 507	1 Bedroom	684	1.677375	.0322572	.0372750
506/ 508	1 Bedroom	684	1.677375	.0322572	.0372750
513/ 515	1 Bedroom	684	1.677375	.0322572	.0372750
514/ 516	1 Bedroom	684	1.677375	.0322572	.0372750
517/ 519	1 Bedroom	684	1.677375	.0322572	.0372750
518/ 520	1 Bedroom	684	1.677375	.0322572	.0372750
521/ 523	1 Bedroom	684	1.677375	.0322572	.0372750
522/ 524	1 Bedroom	684	1.677375	.0322572	.0372750
601/ 603	1 Bedroom	684	1.677375	.0322572	.0372750
605/ 607	1 Bedroom	684	1.677375	.0322572	.0372750
606	Studio	342	.838688	.0161286	.0186375
608	Studio	342	.838688	.0161286	.0186375
610	Studio	342	.838688	.0161286	.0186375

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
611	Executive Studio	422	1.034872	.0199014	.0229972
612	Studio	342	.838688	.0161286	.0186375
613/ 615	1 Bedroom	684	1.677375	.0322572	.0372750
614/ 616	1 Bedroom	684	1.677375	.0322572	.0372750
617/ 619	1 Bedroom	684	1.677375	.0322572	.0372750
618/ 620	1 Bedroom	684	1.677375	.0322572	.0372750
621/ 623	1 Bedroom	684	1.677375	.0322572	.0372750
622/ 624	1 Bedroom	684	1.677375	.0322572	.0372750
TOTAL FOR ALL INTERESTS		32,741	100.000014	99.9999620 (52) (shares/unit)	100.000053 (45) (shares/unit)

The Common Elements for Phases I, II, III, IV, V, VI and VII consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/01 BY 60322 UCBAW

DATE	TIME	LOCATION	TYPE	STATUS	REMARKS
1964-12-17	0800	STATION 1	TYPE 1	GOOD	STATION 1
1964-12-17	0800	STATION 2	TYPE 2	GOOD	STATION 2
1964-12-17	0800	STATION 3	TYPE 3	GOOD	STATION 3
1964-12-17	0800	STATION 4	TYPE 4	GOOD	STATION 4
1964-12-17	0800	STATION 5	TYPE 5	GOOD	STATION 5
1964-12-17	0800	STATION 6	TYPE 6	GOOD	STATION 6
1964-12-17	0800	STATION 7	TYPE 7	GOOD	STATION 7
1964-12-17	0800	STATION 8	TYPE 8	GOOD	STATION 8
1964-12-17	0800	STATION 9	TYPE 9	GOOD	STATION 9
1964-12-17	0800	STATION 10	TYPE 10	GOOD	STATION 10

[illegible]

1. The above information was obtained from the files of the Department of the Interior, Bureau of Land Management, and is being furnished to you for your information.

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
1E	Townhouse	855	1.692232	.032543	.037605
2E	Townhouse	855	1.692232	.032543	.037605
3E	Townhouse	855	1.692232	.032543	.037605
4E	Townhouse	855	1.692232	.032543	.037605
5E	Townhouse	855	1.692232	.032543	.037605
6E	Townhouse	855	1.692232	.032543	.037605
7E	Townhouse	855	1.692232	.032543	.037605
8E	Townhouse	855	1.692232	.032543	.037605
9E	Townhouse	855	1.692232	.032543	.037605
1F	Townhouse	855	1.692232	.032543	.037605
2F	Townhouse	855	1.692232	.032543	.037605
3F	Townhouse	855	1.692232	.032543	.037605
4F	Townhouse	855	1.692232	.032543	.037605
5F	Townhouse	855	1.692232	.032543	.037605
6F	Townhouse	855	1.692232	.032543	.037605
7F	Townhouse	855	1.692232	.032543	.037605
8F	Townhouse	855	1.692232	.032543	.037605
1G	Townhouse	855	1.692232	.032543	.037605
2G	Townhouse	855	1.692232	.032543	.037605
3G	Townhouse	855	1.692232	.032543	.037605
4G	Townhouse	855	1.692232	.032543	.037605

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
5G	Townhouse	855	1.692232	.032543	.037605
6G	Townhouse	855	1.692232	.032543	.037605
7G	Townhouse	855	1.692232	.032543	.037605
2H	Townhouse	855	1.692232	.032543	.037605
3H	Townhouse	855	1.692232	.032543	.037605
4H	Townhouse	855	1.692232	.032543	.037605
5H	Townhouse	855	1.692232	.032543	.037605
6H	Townhouse	855	1.692232	.032543	.037605
407	Studio	342	.676893	.013017	.015042
408	Studio	342	.676893	.013017	.015042
409	Studio	342	.676893	.013017	.015042
410	Studio	342	.676893	.013017	.015042
411	Studio	342	.676893	.013017	.015042
412	Studio	342	.676893	.013017	.015042
413	Studio	342	.676893	.013017	.015042
414	Studio	342	.676893	.013017	.015042
415	Studio	342	.676893	.013017	.015042
416	Studio	342	.676893	.013017	.015042
417	Studio	342	.676893	.013017	.015042
418	Studio	342	.676893	.013017	.015042
419	Studio	342	.676893	.013017	.015042
420	Studio	342	.676893	.013017	.015042
509	Studio	342	.676893	.013017	.015042
510	Studio	342	.676893	.013017	.015042
511	Studio	342	.676893	.013017	.015042

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
512	Studio	342	.676893	.013017	.015042
201/ 203	1 Bedroom	684	1.35375	.026034	.030084
204/ 206	1 Bedroom	684	1.35375	.026034	.030084
205/ 207	1 Bedroom	684	1.35375	.026034	.030084
208/ 210	1 Bedroom	684	1.35375	.026034	.030084
209/ 211	1 Bedroom	684	1.35375	.026034	.030084
212/ 214	1 Bedroom	684	1.35375	.026034	.030084
215/ 217	1 Bedroom	684	1.35375	.026034	.030084
216/ 218	1 Bedroom	684	1.35375	.026034	.030084
501/ 503	1 Bedroom	684	1.35375	.026034	.030084
502/ 504	1 Bedroom	684	1.35375	.026034	.030084
505/ 507	1 Bedroom	684	1.35375	.026034	.030084
506/ 508	1 Bedroom	684	1.35375	.026034	.030084
513/ 515	1 Bedroom	684	1.35375	.026034	.030084
514/ 516	1 Bedroom	684	1.35375	.026034	.030084
517/ 519	1 Bedroom	684	1.35375	.026034	.030084
518/ 520	1 Bedroom	684	1.35375	.026034	.030084

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit & Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
521/ 523	1 Bedroom	684	1.35375	.026034	.030084
522/ 524	1 Bedroom	684	1.35375	.026034	.030084
601/ 603	1 Bedroom	684	1.35375	.026034	.030084
605/ 607	1 Bedroom	684	1.35375	.026034	.030084
606	Studio	342	.676893	.013017	.015042
608	Studio	342	.676893	.013017	.015042
610	Studio	342	.676893	.013017	.015042
611	Executive Studio	422	.835230	.016062	.018561
612	Studio	342	.676893	.013017	.015042
613/ 615	1 Bedroom	684	1.35375	.026034	.030084
614/ 616	1 Bedroom	684	1.35375	.026034	.030084
617/ 619	1 Bedroom	684	1.35375	.026034	.030084
618/ 620	1 Bedroom	684	1.35375	.026034	.030084
621/ 623	1 Bedroom	684	1.35375	.026034	.030084
622/ 624	1 Bedroom	684	1.35375	.026034	.030084

TOTAL FOR ALL

INTERESTS	50,525	99.999104	99.99948 (52) (shares/unit)	99.99963 (45) (shares/unit)

The Common Elements for Phases I, II, III, IV, V, VI, VII and VIII consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

1-289/1171 11/11/11 11/11/11 11/11/11

THE UNITED STATES OF AMERICA, by and through the undersigned, its Attorney General, do hereby certify that the following is a true and correct copy of the original as the same appears in the records of the Department of the Interior, Bureau of Land Management, Washington, D.C.

AMENDMENT NINE INTEREST

Unit	Type	Square Footage	Entire Unit % Interest	Floating Time Share Estate	Fixed Time Share Estate
1E	Townhouse	855	1.560219	.030004	.034672
2E	Townhouse	855	1.560219	.030004	.034672
3E	Townhouse	855	1.560219	.030004	.034672
4E	Townhouse	855	1.560219	.030004	.034672
5E	Townhouse	855	1.560219	.030004	.034672
6E	Townhouse	855	1.560219	.030004	.034672

Unit	Type	Square Footage	Entire Unit % Interest	Floating Time Share Estate	Fixed Time Share Estate
1E	Townhouse	855	1.560219	.030004	.034672
2E	Townhouse	855	1.560219	.030004	.034672
3E	Townhouse	855	1.560219	.030004	.034672
4E	Townhouse	855	1.560219	.030004	.034672
5E	Townhouse	855	1.560219	.030004	.034672
6E	Townhouse	855	1.560219	.030004	.034672

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
7E	Townhouse	855	1.560219	.030004	.034672
8E	Townhouse	855	1.560219	.030004	.034672
9E	Townhouse	855	1.560219	.030004	.034672
1F	Townhouse	855	1.560219	.030004	.034672
2F	Townhouse	855	1.560219	.030004	.034672
3F	Townhouse	855	1.560219	.030004	.034672
4F	Townhouse	855	1.560219	.030004	.034672
5F	Townhouse	855	1.560219	.030004	.034672
6F	Townhouse	855	1.560219	.030004	.034672
7F	Townhouse	855	1.560219	.030004	.034672
8F	Townhouse	855	1.560219	.030004	.034672
1G	Townhouse	855	1.560219	.030004	.034672
2G	Townhouse	855	1.560219	.030004	.034672
3G	Townhouse	855	1.560219	.030004	.034672
4G	Townhouse	855	1.560219	.030004	.034672
5G	Townhouse	855	1.560219	.030004	.034672
6G	Townhouse	855	1.560219	.030004	.034672
7G	Townhouse	855	1.560219	.030004	.034672
2H	Townhouse	855	1.560219	.030004	.034672
3H	Townhouse	855	1.560219	.030004	.034672
4H	Townhouse	855	1.560219	.030004	.034672
5H	Townhouse	855	1.560219	.030004	.034672
6H	Townhouse	855	1.560219	.030004	.034672
1I	Townhouse	855	1.560219	.030004	.034672

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
2I	Townhouse	855	1.560219	.030004	.034672
3I	Townhouse	855	1.560219	.030004	.034672
4I	Townhouse	855	1.560219	.030004	.034672
5I	Townhouse	855	1.560219	.030004	.034672
407	Studio	342	.624088	.012002	.013869
408	Studio	342	.624088	.012002	.013869
409	Studio	342	.624088	.012002	.013869
410	Studio	342	.624088	.012002	.013869
411	Studio	342	.624088	.012002	.013869
412	Studio	342	.624088	.012002	.013869
413	Studio	342	.624088	.012002	.013869
414	Studio	342	.624088	.012002	.013869
415	Studio	342	.624088	.012002	.013869
416	Studio	342	.624088	.012002	.013869
417	Studio	342	.624088	.012002	.013869
418	Studio	342	.624088	.012002	.013869
419	Studio	342	.624088	.012002	.013869
420	Studio	342	.624088	.012002	.013869
509	Studio	342	.624088	.012002	.013869
510	Studio	342	.624088	.012002	.013869
511	Studio	342	.624088	.012002	.013869
512	Studio	342	.624088	.012002	.013869
201/ 203	1 Bedroom	684	1.248175	.024003	.027737

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
204/ 206	1 Bedroom	684	1.248175	.024003	.027737
205/ 207	1 Bedroom	684	1.248175	.024003	.027737
208/ 210	1 Bedroom	684	1.248175	.024003	.027737
209/ 211	1 Bedroom	684	1.248175	.024003	.027737
212/ 214	1 Bedroom	684	1.248175	.024003	.027737
215/ 217	1 Bedroom	684	1.248175	.024003	.027737
216/ 218	1 Bedroom	684	1.248175	.024003	.027737
501/ 503	1 Bedroom	684	1.248175	.024003	.027737
502/ 504	1 Bedroom	684	1.248175	.024003	.027737
505/ 507	1 Bedroom	684	1.248175	.024003	.027737
506/ 508	1 Bedroom	684	1.248175	.024003	.027737
513/ 515	1 Bedroom	684	1.248175	.024003	.027737
514/ 516	1 Bedroom	684	1.248175	.024003	.027737
517/ 519	1 Bedroom	684	1.248175	.024003	.027737
518/ 520	1 Bedroom	684	1.248175	.024003	.027737
521/ 523	1 Bedroom	684	1.248175	.024003	.027737
522/ 524	1 Bedroom	684	1.248175	.024003	.027737

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
601/ 603	1 Bedroom	684	1.248175	.024003	.027737
605/ 607	1 Bedroom	684	1.248175	.024003	.027737
606	Studio	342	.624088	.012002	.013869
608	Studio	342	.624088	.012002	.013869
610	Studio	342	.624088	.012002	.013869
611	Executive Studio	422	.770073	.014809	.017113
612	Studio	342	.624088	.012002	.013869
613/ 615	1 Bedroom	684	1.248175	.024003	.027737
614/ 616	1 Bedroom	684	1.248175	.024003	.027737
617/ 619	1 Bedroom	684	1.248175	.024003	.027737
618/ 620	1 Bedroom	684	1.248175	.024003	.027737
621/ 623	1 Bedroom	684	1.248175	.024003	.027737
622/ 624	1 Bedroom	684	1.248175	.024003	.027737
TOTAL FOR ALL INTERESTS		50,525	99.999999	99.999692 (52) (shares/unit)	100.000485 (45) (shares/unit)

The Common Elements for Phases I, II, III, IV, V, VI, VII and VIII consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

AMENDMENT TEN INTEREST

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
1E	Townhouse	855	1.368109	.026310	.030402
2E	Townhouse	855	1.368109	.026310	.030402
3E	Townhouse	855	1.368109	.026310	.030402
4E	Townhouse	855	1.368109	.026310	.030402
5E	Townhouse	855	1.368109	.026310	.030402
6E	Townhouse	855	1.368109	.026310	.030402
7E	Townhouse	855	1.368109	.026310	.030402
8E	Townhouse	855	1.368109	.026310	.030402
9E	Townhouse	855	1.368109	.026310	.030402
1F	Townhouse	855	1.368109	.026310	.030402
2F	Townhouse	855	1.368109	.026310	.030402
3F	Townhouse	855	1.368109	.026310	.030402
4F	Townhouse	855	1.368109	.026310	.030402
5F	Townhouse	855	1.368109	.026310	.030402
6F	Townhouse	855	1.368109	.026310	.030402
7F	Townhouse	855	1.368109	.026310	.030402
8F	Townhouse	855	1.368109	.026310	.030402
1G	Townhouse	855	1.368109	.026310	.030402
2G	Townhouse	855	1.368109	.026310	.030402
3G	Townhouse	855	1.368109	.026310	.030402
4G	Townhouse	855	1.368109	.026310	.030402
5G	Townhouse	855	1.368109	.026310	.030402
6G	Townhouse	855	1.368109	.026310	.030402

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
7G	Townhouse	855	1.368109	.026310	.030402
1H	Townhouse	855	1.368109	.026310	.030402
2H	Townhouse	855	1.368109	.026310	.030402
3H	Townhouse	855	1.368109	.026310	.030402
4H	Townhouse	855	1.368109	.026310	.030402
5H	Townhouse	855	1.368109	.026310	.030402
6H	Townhouse	855	1.368109	.026310	.030402
1I	Townhouse	855	1.368109	.026310	.030402
2I	Townhouse	855	1.368109	.026310	.030402
3I	Townhouse	855	1.368109	.026310	.030402
4I	Townhouse	855	1.368109	.026310	.030402
5I	Townhouse	855	1.368109	.026310	.030402
1J	Townhouse	855	1.368109	.026310	.030402
2J	Townhouse	855	1.368109	.026310	.030402
3J	Townhouse	855	1.368109	.026310	.030402
4J	Townhouse	855	1.368109	.026310	.030402
5J	Townhouse	855	1.368109	.026310	.030402
6J	Townhouse	855	1.368109	.026310	.030402
403	Spa Suite	684	1.094488	.021048	.024322
405	Spa Suite	684	1.094488	.021048	.024322
407	Studio	342	.547244	.010524	.012161
408	Studio	342	.547244	.010524	.012161
409	Studio	342	.547244	.010524	.012161
410	Studio	342	.547244	.010524	.012161
411	Studio	342	.547244	.010524	.012161

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
412	Studio	342	.547244	.010524	.012161
413	Studio	342	.547244	.010524	.012161
414	Studio	342	.547244	.010524	.012161
415	Studio	342	.547244	.010524	.012161
416	Studio	342	.547244	.010524	.012161
417	Studio	342	.547244	.010524	.012161
418	Studio	342	.547244	.010524	.012161
419	Studio	342	.547244	.010524	.012161
420	Studio	342	.547244	.010524	.012161
509	Studio	342	.547244	.010524	.012161
510	Studio	342	.547244	.010524	.012161
511	Studio	342	.547244	.010524	.012161
512	Studio	342	.547244	.010524	.012161
201/ 203	1 Bedroom	684	1.094488	.021048	.024322
204/ 206	1 Bedroom	684	1.094488	.021048	.024322
205/ 207	1 Bedroom	684	1.094488	.021048	.024322
208/ 210	1 Bedroom	684	1.094488	.021048	.024322
209/ 211	1 Bedroom	684	1.094488	.021048	.024322
212/ 214	1 Bedroom	684	1.094488	.021048	.024322
215/ 217	1 Bedroom	684	1.094488	.021048	.024322
216/ 218	1 Bedroom	684	1.094488	.021048	.024322

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
501/ 503	1 Bedroom	684	1.094488	.021048	.024322
502/ 504	1 Bedroom	684	1.094488	.021048	.024322
505/ 507	1 Bedroom	684	1.094488	.021048	.024322
506/ 508	1 Bedroom	684	1.094488	.021048	.024322
513/ 515	1 Bedroom	684	1.094488	.021048	.024322
514/ 516	1 Bedroom	684	1.094488	.021048	.024322
517/ 519	1 Bedroom	684	1.094488	.021048	.024322
518/ 520	1 Bedroom	684	1.094488	.021048	.024322
521/ 523	1 Bedroom	684	1.094488	.021048	.024322
522/ 524	1 Bedroom	684	1.094488	.021048	.024322
601/ 603	1 Bedroom	684	1.094488	.021048	.024322
605/ 607	1 Bedroom	684	1.094488	.021048	.024322
606	Studio	342	.547244	.010524	.012161
608	Studio	342	.547244	.010524	.012161
609	Studio	342	.547244	.010524	.012161
610	Studio	342	.547244	.010524	.012161
611	Executive Studio	422	.675254	.012986	.015006
612	Studio	342	.547244	.010524	.012161

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
613/ 615	1 Bedroom	684	1.094488	.021048	.024322
614/ 616	1 Bedroom	684	1.094488	.021048	.024322
617/ 619	1 Bedroom	684	1.094488	.021048	.024322
618/ 620	1 Bedroom	684	1.094488	.021048	.024322
621/ 623	1 Bedroom	684	1.094488	.021048	.024322
622/ 624	1 Bedroom	684	1.094488	.021048	.024322
TOTAL FOR ALL INTERESTS		62,495	99.999999	100.000784 (52) (shares/unit)	99.999315 (45) (shares/unit)

The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X and XI consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

SECRET
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AMENDMENT ELEVEN INTEREST

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SECRET
1-10-68

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
1E	Townhouse	855	1.340714	.025783	.029794
2E	Townhouse	855	1.340714	.025783	.029794
3E	Townhouse	855	1.340714	.025783	.029794
4E	Townhouse	855	1.340714	.025783	.029794
5E	Townhouse	855	1.340714	.025783	.029794
6E	Townhouse	855	1.340714	.025783	.029794
7E	Townhouse	855	1.340714	.025783	.029794
8E	Townhouse	855	1.340714	.025783	.029794
9E	Townhouse	855	1.340714	.025783	.029794
1F	Townhouse	855	1.340714	.025783	.029794
2F	Townhouse	855	1.340714	.025783	.029794
3F	Townhouse	855	1.340714	.025783	.029794
4F	Townhouse	855	1.340714	.025783	.029794
5F	Townhouse	855	1.340714	.025783	.029794

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
6F	Townhouse	855	1.340714	.025783	.029794
7F	Townhouse	855	1.340714	.025783	.029794
8F	Townhouse	855	1.340714	.025783	.029794
1G	Townhouse	855	1.340714	.025783	.029794
2G	Townhouse	855	1.340714	.025783	.029794
3G	Townhouse	855	1.340714	.025783	.029794
4G	Townhouse	855	1.340714	.025783	.029794
5G	Townhouse	855	1.340714	.025783	.029794
6G	Townhouse	855	1.340714	.025783	.029794
7G	Townhouse	855	1.340714	.025783	.029794
1H	Townhouse	855	1.340714	.025783	.029794
2H	Townhouse	855	1.340714	.025783	.029794
3H	Townhouse	855	1.340714	.025783	.029794
4H	Townhouse	855	1.340714	.025783	.029794
5H	Townhouse	855	1.340714	.025783	.029794
6H	Townhouse	855	1.340714	.025783	.029794
1I	Townhouse	855	1.340714	.025783	.029794
2I	Townhouse	855	1.340714	.025783	.029794
3I	Townhouse	855	1.340714	.025783	.029794
4I	Townhouse	855	1.340714	.025783	.029794
5I	Townhouse	855	1.340714	.025783	.029794
6I	Townhouse	855	1.340714	.025783	.029794
1J	Townhouse	855	1.340714	.025783	.029794
2J	Townhouse	855	1.340714	.025783	.029794
3J	Townhouse	855	1.340714	.025783	.029794

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Share Estate</u>	<u>Fixed Time Share Estate</u>
4J	Townhouse	855	1.340714	.025783	.029794
5J	Townhouse	855	1.340714	.025783	.029794
6J	Townhouse	855	1.340714	.025783	.029794
401	Studio	342	.536286	.010313	.011917
403	Spa Suite	684	1.072571	.020626	.023835
405	Spa Suite	684	1.072571	.020626	.023835
407	Studio	342	.536286	.010313	.011917
408	Studio	342	.536286	.010313	.011917
409	Studio	342	.536286	.010313	.011917
410	Studio	342	.536286	.010313	.011917
411	Studio	342	.536286	.010313	.011917
412	Studio	342	.536286	.010313	.011917
413	Studio	342	.536286	.010313	.011917
414	Studio	342	.536286	.010313	.011917
415	Studio	342	.536286	.010313	.011917
416	Studio	342	.536286	.010313	.011917
417	Studio	342	.536286	.010313	.011917
418	Studio	342	.536286	.010313	.011917
419	Studio	342	.536286	.010313	.011917
420	Studio	342	.536286	.010313	.011917
509	Studio	342	.536286	.010313	.011917
510	Studio	342	.536286	.010313	.011917
511	Studio	342	.536286	.010313	.011917
512	Studio	342	.536286	.010313	.011917
201/ 203	1 Bedroom	684	1.072571	.020626	.023835

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
204/ 206	1 Bedroom	684	1.072571	.020626	.023835
205/ 207	1 Bedroom	684	1.072571	.020626	.023835
208/ 210	1 Bedroom	684	1.072571	.020626	.023835
209/ 211	1 Bedroom	684	1.072571	.020626	.023835
212/ 214	1 Bedroom	684	1.072571	.020626	.023835
215/ 217	1 Bedroom	684	1.072571	.020626	.023835
216/ 218	1 Bedroom	684	1.072571	.020626	.023835
501/ 503	1 Bedroom	684	1.072571	.020626	.023835
502/ 504	1 Bedroom	684	1.072571	.020626	.023835
505/ 507	1 Bedroom	684	1.072571	.020626	.023835
506/ 508	1 Bedroom	684	1.072571	.020626	.023835
513/ 515	1 Bedroom	684	1.072571	.020626	.023835
514/ 516	1 Bedroom	684	1.072571	.020626	.023835
517/ 519	1 Bedroom	684	1.072571	.020626	.023835
518/ 520	1 Bedroom	684	1.072571	.020626	.023835
521/ 523	1 Bedroom	684	1.072571	.020626	.023835
522/ 524	1 Bedroom	684	1.072571	.020626	.023835

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Entire Unit % Interest</u>	<u>Floating Time Time Share Estate</u>	<u>Fixed Time Time Share Estate</u>
601/ 603	1 Bedroom	684	1.072571	.020626	.023835
605/ 607	1 Bedroom	684	1.072571	.020626	.023835
606	Studio	342	.536286	.010313	.011917
608	Studio	342	.536286	.010313	.011917
609	Executive Studio	422	.661733	.012726	.014705
610	Studio	342	.536286	.010313	.011917
611	Executive Studio	422	.661733	.012726	.014705
612	Studio	342	.536286	.010313	.011917
613/ 615	1 Bedroom	684	1.072571	.020626	.023835
614/ 616	1 Bedroom	684	1.072571	.020626	.023835
617/ 619	1 Bedroom	684	1.072571	.020626	.023835
618/ 620	1 Bedroom	684	1.072571	.020626	.023835
621/ 623	1 Bedroom	684	1.072571	.020626	.023835
622/ 624	1 Bedroom	684	1.072571	.020626	.023835
TOTAL FOR ALL INTERESTS		63,772	100.000020	99.999380 (52) (shares/unit)	100.000305 (45) (shares/unit)

The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI and XII consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.

Abstract

THE

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

2009-10-26

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

AMENDMENT TWELVE INTEREST

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1. The first part of the report is a general statement of the purpose and scope of the study. It states that the purpose is to determine the effect of the new tax law on the income of individuals and that the scope is limited to the year 1970.

| <u>Unit</u> | <u>Type</u> | <u>Square Footage</u> | <u>Entire Unit % Interest</u> | <u>Floating Time Share Estate</u> | <u>Fixed Time Share Estate</u> |
|-------------|--------------|-----------------------|-------------------------------|-----------------------------------|--------------------------------|
| | Mansion | 1,612 | 2.033954 | .039115 | .045199 |
| | Rustic Cabin | 2,008 | 2.533610 | .048723 | .056302 |
| 1E | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 2E | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 3E | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 4E | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 5E | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 6E | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 7E | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 8E | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 9E | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 1F | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 2F | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 3F | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 4F | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 5F | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 6F | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 7F | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 8F | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 1G | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 2G | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 3G | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 4G | Townhouse | 855 | 1.078803 | .020746 | .023973 |

| <u>Unit</u> | <u>Type</u> | <u>Square
Footage</u> | <u>Entire Unit
% Interest</u> | <u>Floating Time
Time Share
Estate</u> | <u>Fixed Time
Time Share
Estate</u> |
|-------------|-------------|---------------------------|-----------------------------------|--|---|
| 5G | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 6G | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 7G | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 1H | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 2H | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 3H | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 4H | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 5H | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 6H | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 1I | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 2I | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 3I | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 4I | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 5I | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 6I | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 1J | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 2J | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 3J | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 4J | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 5J | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 6J | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 1K | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 2K | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 3K | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 4K | Townhouse | 855 | 1.078803 | .020746 | .023973 |

| <u>Unit</u> | <u>Type</u> | <u>Square Footage</u> | <u>Entire Unit % Interest</u> | <u>Floating Time Share Estate</u> | <u>Fixed Time Share Estate</u> |
|-------------|-------------|-----------------------|-------------------------------|-----------------------------------|--------------------------------|
| 5K | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 6K | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 7K | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 8K | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 9K | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 10K | Townhouse | 855 | 1.078803 | .020746 | .023973 |
| 401 | Studio | 342 | .431521 | .008298 | .009589 |
| 403 | Spa Studio | 684 | .863043 | .016597 | .019179 |
| 405 | Spa Studio | 684 | .863043 | .016597 | .019179 |
| 407 | Studio | 342 | .431521 | .008298 | .009589 |
| 408 | Studio | 342 | .431521 | .008298 | .009589 |
| 409 | Studio | 342 | .431521 | .008298 | .009589 |
| 410 | Studio | 342 | .431521 | .008298 | .009589 |
| 411 | Studio | 342 | .431521 | .008298 | .009589 |
| 412 | Studio | 342 | .431521 | .008298 | .009589 |
| 413 | Studio | 342 | .431521 | .008298 | .009589 |
| 414 | Studio | 342 | .431521 | .008298 | .009589 |
| 415 | Studio | 342 | .431521 | .008298 | .009589 |
| 416 | Studio | 342 | .431521 | .008298 | .009589 |
| 417 | Studio | 342 | .431521 | .008298 | .009589 |
| 418 | Studio | 342 | .431521 | .008298 | .009589 |
| 419 | Studio | 342 | .431521 | .008298 | .009589 |
| 420 | Studio | 342 | .431521 | .008298 | .009589 |
| 509 | Studio | 342 | .431521 | .008298 | .009589 |
| 510 | Studio | 342 | .431521 | .008298 | .009589 |

| <u>Unit</u> | <u>Type</u> | <u>Square
Footage</u> | <u>Entire Unit
% Interest</u> | <u>Floating Time
Time Share
Estate</u> | <u>Fixed Time
Time Share
Estate</u> |
|-------------|-------------|---------------------------|-----------------------------------|--|---|
| 511 | Studio | 342 | .431521 | .008298 | .009589 |
| 512 | Studio | 342 | .431521 | .008298 | .009589 |
| 101 | Spa Suite | 662.5 | .835915 | .016075 | .018576 |
| 103 | Spa Suite | 662.5 | .835915 | .016075 | .018576 |
| 105 | Spa Suite | 662.5 | .835915 | .016075 | .018576 |
| 109 | Spa Suite | 662.5 | .835915 | .016075 | .018576 |
| 116 | Spa Suite | 662.5 | .835915 | .016075 | .018576 |
| 201/
203 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 204/
206 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 205/
207 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 208/
210 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 209/
211 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 212/
214 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 215/
217 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 216/
218 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 501/
503 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 502/
504 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 505/
507 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 506/
508 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |

| <u>Unit</u> | <u>Type</u> | <u>Square Footage</u> | <u>Entire Unit % Interest</u> | <u>Floating Time Share Estate</u> | <u>Fixed Time Share Estate</u> |
|-------------|------------------|-----------------------|-------------------------------|-----------------------------------|--------------------------------|
| 513/
515 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 514/
516 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 517/
519 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 518/
520 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 521/
523 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 522/
524 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 601/
603 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 605/
607 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 606 | Studio | 342 | .431521 | .008298 | .009589 |
| 608 | Studio | 342 | .431521 | .008298 | .009589 |
| 609 | Executive Studio | 422 | .532462 | .010240 | .011832 |
| 610 | Studio | 342 | .431521 | .008298 | .009589 |
| 611 | Executive Studio | 422 | .532462 | .010240 | .011832 |
| 612 | Studio | 342 | .431521 | .008298 | .009589 |
| 613/
615 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 614/
616 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 617/
619 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 618/
620 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |

| <u>Unit</u> | <u>Type</u> | <u>Square
Footage</u> | <u>Entire Unit
% Interest</u> | <u>Floating Time
Time Share
Estate</u> | <u>Fixed Time
Time Share
Estate</u> |
|----------------------------|-------------|---------------------------|-----------------------------------|--|---|
| 621/
623 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| 622/
624 | 1 Bedroom | 684 | .863042 | .016597 | .019179 |
| TOTAL FOR ALL
INTERESTS | | 79,254.5 | 99.999980 | 99.998860
(52)
(shares/unit) | 99.999000
(45)
(shares/unit) |

The Common Elements for Phases I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII and XIII consist solely of the hallway located outside the hotel/motel units as shown on Exhibits A-9B(1), A-9B(2) and A-9B(3). Any interest in common area not allocated to Unit owners will belong to the Association.