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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BAYRYM HOME OWNERS ASSOCIATION

THIS DECLARATION, made this 21st day of March, 1968, by Building Industries, Inc. an Iowa corporation, hereinafter called "Developer" or "Declarant".

WITNESSETH:

WHEREAS, the Developer is the owner of real property described in Article II of this Declaration, and desires to create thereon a residential community with area, open spaces, and other common facilities for the benefit of said property and the owners of lots hereinafter described, and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said lots, grounds, open spaces, and other common facilities and to this end desires to subject the real property described in Article II together with such additions as may thereafter be made thereto, as provided in Article II, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities of said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities and administering and enforcing the covenants, conditions and restrictions and collecting and disbursing the assessments and charges hereinafter created, and

WHEREAS, there has been incorporated in conjunction with this project, a non-profit corporation, Bayrym Home Owners Association, for the purpose of exercising the functions aforesaid.

NOW THEREFORE, the Developer declares that the real property described in Article II and any such additions thereto as may be hereafter made pursuant to Article II hereof is and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions and restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration, or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Bayrym Home Owners Association.

(b) "Bayrym" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

(c) "Common Properties" and/or "Common Area" shall mean and refer to those areas of land shown as such on the recorded plat of Bayrym or addition to said plat, and shall be that area of Bayrym not deeded to an individual or corporate entity for separate use, but rather that area which is intended to be diverted to the common use and enjoyment of the owners of lots within the Plat of Bayrym. Also one dock for swimming purposes and one boat landing dock exclusive of any boat slips shall be included in the "Common Properties".

(d) "Lot" shall mean and refer to any plot of land subject to individual ownership shown upon any recorded plat of Bayrym or addition thereto with the exception of Common Properties as hereinabove defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon a lot ~~designated and intended for use and occupancy as a residence~~ and each living unit shall be only for residential use and occupancy by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon Bayrym, and shall include both a contract seller and a contract buyer but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure, or secured possession by Court/ order

(g) "Member" shall mean and refer to the person or entity who is an owner and who has been designated to hold the membership certificate of the Association as provided in the Articles of Incorporation of Bayrym Home Owners

Association and Article III of this Declaration.

(h) "Developer" or "Declarant" shall mean and refer to Building Industries, Inc. or its successors or assigns when designated as such by Building Industries, Inc. in an instrument filed of record in the Dickinson County Recorder's Office.

(i) "Voting." All voting and computation of votes referred to in the Declaration by the members shall be as provided in the Articles of Incorporation of Bayrym Home Owners Association.

ARTICLE II

PROPERTY

1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dickinson County, Iowa, subject to highway of record, all of which real property shall hereinafter be referred to as "Existing Property", to-wit:

Block 1, Plat of Bayrym

2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional property in future stages of the development which addition may be platted by the Developer thus increasing the number of lots, memberships and voting rights in the Bayrym Home Owners Association provided that such additions shall be generally in that area as shown in the General Plan of Development attached hereto as Exhibit 1 and made a part hereof by reference the same as if set forth in full and in detail herein. Unless otherwise stated therein, such General Plan shall not bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of the land shown thereon.

The additions authorized under this, and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of ^{Conditions} Covenants and Restrictions with respect to the additional property which shall extend the ^{conditions} scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration shall contain such complementary additions and modifications of the covenants, ^{conditions} and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

(b). Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record a ^{conditions} Supplementary Declaration of covenants and restrictions as in subsection (a) hereof.

(c). Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated ^{conditions} association may administer the covenants and restrictions established by this Declaration within the Existing Property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or additions to the covenants established by this Declaration within the Existing Property, except as hereinafter provided.

ARTICLE III

MEMBERSHIP

1. Membership in the Association and Voting rights of a member as well as provision regarding multiple ownership of individual lots and notice requirements shall be as provided and specified in the Articles of Incorporation of Bayrym Home Owners Association.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

1. Members Easement of Enjoyment. Subject to the provisions and limitations of Section 3, hereafter every member shall have a right and easement of enjoyment in and to the Common Properties and such easements shall be appurtenant to and shall run with the title of each and every lot in Bayrym.

2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as, in the opinion of the Developer, the Bayrym Home Owners Association, is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the Common Properties to the Bayrym Home Owners Association, not later than December 31, 1975.

3. Extent of Members Easements. The rights and easements of enjoyment created hereby and the title of the Association to the Common Properties shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or repairing the Common Properties, and in aid thereof to mortgage said properties, and the rights of such mortgagee in said properties shall unless foreclosed by Court decree be subordinate to the rights of the members hereunder; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid against his lot or which is due from said member and to suspend the said enjoyment rights for any period not to exceed 30 days and to impose a penalty assessment not to exceed \$10.00 for each infraction of its published rules and regulations. Said rules and regulations to be published as prescribed in the By-Laws of the Association.

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common properties; and assessments for maintenance and improvement of the same as provided hereafter.

(e) The right of the respective owner of each lot to an exclusive easement on the Common Properties, to areas occupied by the fireplace, roof overhangs, balcony, air conditioning compressors, flower boxes, patio, or other appurtenances or other portions of the building which are part of the original construction, and which are used in conjunction with the living unit of said respective lot owner or which are added pursuant to the provisions contained in this Declaration; and

(f) The right of the Association to approve any boat slip or dock facility used or constructed adjacent to Bayrym prior to its installation or construction; and the right of the Association to remove any boat slip or dock facility not constructed with its approval and to assess the cost thereof to the owner responsible for the same; and

(g) The right of the Association to dedicate, convey, or transfer all or any part of the Common Properties to any public agency, authority, or utility or non-profit corporation for such purposes and subject to such conditions as may be agreed to by the members, and as provided in the Articles of Incorporation of Bayrym Home Owners Association.

4. Delegation of Use. Any member may delegate, in accordance with the By-Laws of Bayrym Home Owners Association, his right of enjoyment to the common area and facilities to the members of his family, his tenant who is in actual possession of a lot in Bayrym, or contract purchaser who resides on property being sold in Bayrym.

ARTICLE V

ASSESSMENTS AND LIENS

1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each lot owned by him within the properties hereinabove described hereby covenants and each Owner of any lot in Bayrym by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, and any beneficiary, heir or successor in interest to any owner, shall be deemed to covenant and agree to pay the Bayrym Home Owners Association: (1) annual assessments or charges assessed by the Association, (2) special assessments for capital improvements as ordered or

authorized by the Bayrym Home Owners Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall after due date be a charge and lien on the land and a charge against each person or entity against whom charged, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of Bayrym and in particular for the improvement, repair, and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the lots and living units in Bayrym including but not limited to the payment of taxes, insurance, repair, replacements and additions and for the cost of labor, equipment, materials, management and supervision.

3. Basis and Maximum of Annual Assessments. Until the year beginning January 1, 1969, the annual assessment shall be \$355.20 per lot payable as hereinafter provided. Beginning January 1, 1969, the annual assessment may be increased by vote of the members as hereinafter provided and may thus be altered in each succeeding year. The Board of Directors of Bayrym Home Owners Association may each year beginning January 1, 1969, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year in a lesser amount than assessed originally. The foregoing is subject to the condition that the assessment for each lot owned by the Developer containing an unoccupied living unit shall be one-third (1/3) of the annual assessment.

4. Special Assessments for Capital Improvements or Special Use. In addition to the annual assessment authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction

or reconstruction, unexpected repair or replacement, of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the entire voting membership of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent by ordinary mail to each member at his last known address at least seven days in advance and shall set forth the purpose of the meeting. The Board of Directors of the Association may likewise levy a special assessment against any member or members for services or equipment provided for the special use of such member. An example being for the care and maintenance of the individual members boat hoist or boat slip. The Board of Directors shall after seven days written notice to the member mailed by ordinary mail to his last known address have authority to levy an assessment against any member for the maintenance, service or repair of any such equipment or property individually or specially used by said member. Said assessment shall be due on the date specified by the Board of Directors. Upon mailing to the members last known address such notice shall be deemed complete for computation of time of service.

5. Change in Basis and Maximum of Annual Assessments. Beginning on January 1, 1969, the Association may change the maximum basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the vote of the entire voting membership of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least seven days in advance and shall set forth the purpose of the meeting. Notice shall be given by mailing by ordinary mail and upon mailing to the members last known address the same shall be deemed complete for computation of time of service.

6. Quorum for any Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Sections 4 and 5 of this Article shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members or of proxies, entitled to cast sixty

per cent (60%) of the votes of the entire voting membership, shall constitute a quorum. If the quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at such subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the date prescribed for the original meeting.

7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable rateably on the first day of each month commencing on the date fixed for commencement. The assessments for any year after the first year shall become due and payable rateably on the first day of each month of said year.

The amount of annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in the year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period and the same shall be done at least thirty days in advance of such date or period. The Board of Directors shall at that time prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association or by the Treasurer of the Association and shall be open to inspection by any member.

Written notice of the assessment shall thereupon be sent to every member subject thereto by ordinary mail at the last known address of the member

and notice shall be deemed give as of date of said mailing.

The Association shall upon demand at any time furnish to any member liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified by the Board of Directors of Bayrym Home Owners Association) then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such properties in the hands of the then Owners, grantees devisees, personal representatives and assigns. The personal obligation of the Owner of the lot at the time such assessment fell due, to pay such assessment, however, shall in addition to the lien on the land, remain his personal obligation for a period of five years from due date of the assessment.

If the assessment is not paid within thirty (30) days after the due date the same shall be delinquent and the assessment thus delinquent shall bear interest from the date of delinquency at the rate of seven per cent per annum and the Association may bring an action of law against the owner personally obligated to pay the same, or for a period of two years after such delinquency may bring an action in equity to foreclose the lien against the property against which the assessment became effective, and there shall be added to the amount of such assessment and interest such attorney fees as the Court may grant as reasonable and proper as well as the costs of such action and interest. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his lot.

10. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages

now or hereafter placed upon the properties subject to assessments; provided, however, in the event of foreclosure and sale under decree of foreclosure, such subordination shall apply only to the assessments which have become due and payable prior to such sale of property under decree of foreclosure and shall not release any property from liability for any assessments, thereafter becoming due, nor from the lien of any such subsequent assessments.

11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments charged and lien created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All properties exempted from taxation by the laws of the State of Iowa upon the terms and to the extent of such legal exemption;

(c) All Common Properties as defined in Article I, Subsection (c), hereof.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

INSURANCE

1. Maintenance of Insurance: Each Owner of any lot, except the Developer, by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, covenants to carry, maintain and timely pay the premium or premiums on a policy of fire, extended coverage, vandalism and miscellaneous mischief with all risk, endorsement insurance. Such insurance to cover a minimum of the entire replacement cost of the living unit located on each such lot and to be placed with an insurance company as selected by the Association, provided that such insurance company is authorized to do business in the State of Iowa. Such policy may be in the form of an endorsement to a master policy and shall be issued in the name of the owner and the Association as their respective interests may appear.

2. Waiver of Subrogation. To the extent permitted by the standard Iowa form of fire and extended coverage insurance and to the extent benefits are paid under a policy, each owner and the Association do hereby and in the future agree to mutually release each from the other, and their respective officers, agents, employees and invitees, from all claims for damage or destruction of their respective physical properties if such damage or destruction results from one or more of the perils covered by the standard Iowa form of fire and extended coverage insurance.

3. Lien for Premiums. The Association may but shall not be required to make payment of insurance premiums on behalf of any owner who becomes delinquent in such payment. In the event that the Association does make such payment, then such payment and the cost thereof shall be treated as if it is part of the annual assessment as described in Article V hereof and shall be a charge on the land and continuing lien on the property for whose benefit such premium payment is made and also the personal obligation of the owner of such property at the time when such premium payment is made. Any payments by the Association shall not be considered an obligation or duty of the Association to maintain the insurance or to pay any future delinquent premiums.

ARTICLE VII PARTY WALLS

1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the living units upon Bayrym and placed on the dividing line between the lots shall constitute a party wall and to the extent ^{not} inconsistent with the provisions of this Article, the general rules of law of Iowa regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

2. Share of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion of such use.

3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use with-

out prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. If any living unit or improvements is destroyed or partially destroyed the owner agrees to replace the same with the same architectural design and scheme of development as soon as convenient but in any event within one year from date of destruction. In the event such replacement is not done within one year then an option shall exist in favor of Bayrym Home Owner's Association and the Developer to purchase the lot on which the destroyed improvement was located for such sum as the arbitrators shall agree is fair and reasonable. Said option shall exist for 12 months after the determination by the arbitrators as to the appraised value to be paid by the optionee. The arbitrators shall further have authority to provide for details of abstract, revenue stamps, deed and any other details deemed essential by the arbitrators. Arbitrators shall be selected as hereafter specified.

4. Weatherproofing. Notwithstanding any other provisions of this Article any owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

6. Arbitration. In the event of any dispute between parties arising under this Article the following procedures shall apply and all owners of lots in Bayrym agree by acceptance of their deed to submit matters to arbitration in the following manner concerning any dispute arising relating to party walls, repair or replacement of property due to damage.

a. Party Walls. In event of dispute involving a party wall each party agrees to choose one arbitrator and such arbitrators shall choose one additional arbitrator. The decision of a majority of the three arbitrators at such time and in the manner determined by the arbitrators shall be final and conclusive of the subject to be determined. If one party fails to appoint an arbitrator within thirty days after request to do then the President of Bayrym Home Owners Association shall have the authority to appoint and shall appoint an arbitrator for such party.

b. Repair or replacement of property damage. The same provisions regarding arbitration and selection of arbitrators set forth in the preceding subparagraph shall apply with reference to repair or replacement of property damage when only two parties are involved. In the event of any dispute arising relating to the repair or replacement of property damage in which more than two parties may be involved then the party whose property has been damaged and needs replacement or repair shall choose one arbitrator and Bayrym Home Owners Association shall choose an arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of a majority of all the arbitrators at such time and in the manner determined by the arbitrators shall be final and conclusive of the subject to be determined. If one party fails to appoint an arbitrator within thirty days after request so to do then the President of Bayrym Home Owners Association shall have authority to appoint and shall appoint an arbitrator for such party.

ARTICLE VIII

EXTERIOR CHANGES

1. Review by committee. From and after the completion of original construction and original sale of each lot and living unit within Bayrym by the Developer, no building, fence, wall or other structure shall be commenced, erected or maintained upon such lot, nor shall any exterior addition to or change or alteration thereto or alteration of the color scheme of any structure be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board of Directors of the Association. In the event said Board or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing to the President or Secretary of the Association, approval will not be required and this Article shall be deemed to have been fully complied with. It shall be the duty of the President of the Association to initiate action on behalf of the Association to enjoin any addition, alteration or change made without complying with this Article if the Board of Directors deems such action necessary.

ARTICLE IX

MAINTENANCE

1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall provide exterior maintenance upon each lot and living unit which is subject to assessment under Article V hereof as follows: paint, repair, replacement and care for roofs, gutters, downspouts, and exterior building surfaces not including glass surfaces.

2. Interior Maintenance. In addition to the maintenance described in Section I hereof, the Association may provide interior maintenance upon each lot and living unit which is subject to assessment under Article V hereof as follows: sewers and sewage system, water system, plumbing, heating and air conditioning system and electrical system.

3. Assessment of Cost. The cost of such exterior and interior maintenance shall be assessed against the lot upon which such maintenance is done and shall be added to and become a part of the annual maintenance assessment or charge to which such lot and owner thereof is subject under Article V hereof; and as part of such annual assessment or charge, it shall be a lien on said lot and the obligation of the lot owner, and shall become due and payable in all respects as provided in Article V hereof, provided that the Board of Directors of the Association, when establishing the annual assessment against each lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior and interior maintenance for that year but shall thereafter make such adjustment with the owner as is necessary to reflect the cost thereof.

4. Access at Reasonable Hours. For the purpose solely of performing the exterior and interior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the member, to enter upon any lot or living unit at reasonable hours.

ARTICLE X

EASEMENTS

1. Extent of Mutual Easements. The rights and easements of enjoyment by the owner of each lot shall be subject to the right of the owner of each lot to an exclusive easement to any portion of his living unit or to the

areas occupied by a fireplace, roof, overhangs, balcony, air conditioning compressors, flower boxes, patio, common utility installation, and other appurtenances or portion of the living unit of said owner which is part of the original construction or which may be added according to the provisions of this Declaration.

2. Extent of Association Easements. The rights and easements of enjoyment by the owner of each lot and the title of such lot in said lot shall be subject to the rights of the Association to an exclusive easement on and over said lot for the purpose of installation and maintenance of necessary utilities to serve the Common Properties, and for purpose of maintenance, improvements or repairs as provided and authorized in this Declaration.

ARTICLE XI
GENERAL PROVISIONS

1. Duration. The covenants, conditions and restrictions, and easements of this Declaration shall run with the land and shall enure to the benefit of and be enforceable by the Association or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of this Declaration is recorded. After the initial twenty-year period, said covenants, restrictions and easements shall, until prohibited by law, be automatically renewed for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended by the affirmative vote of at least seventy-five percent (75%) of the total votes of the entire voting membership of the Association as provided in the Articles of Incorporation of Bayrym Home Owners Association. Any amendment shall be of no force until recorded in the Office of the Dickinson County Recorder.

2. Notices. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid by ordinary mail (unless otherwise specifically required) to the last known address of the person who appears as member of the records of the Association at the time of such mailing, and shall be deemed complete upon mailing. Whenever a notice is required to be given the same shall refer and contemplate notice to the person or entity holding the membership certifi-

cate for a lot and by accepting any deed to any lot in the Plat of Bayrym or an addition thereto whether expressed in said deed or not the grantee shall be conclusively presumed to have constituted the person holding the membership certificate as the proper person to whom any notice should be sent that may be required in this Declaration and agrees that notice to such person holding the membership certificate for said lot shall constitute notice to such grantee.

3. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity, against any entity, person or persons, violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages, and may be brought also against the lot and/or living unit to enforce any lien created by these covenants; and failure by the Association or by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Severability. Invalidation of any one of these covenants, conditions or restrictions or any portion thereof, by judgment or court order or operation of law shall in no way effect any other provision which shall remain in full force and effect.

BUILDING INDUSTRIES, INC.

BY: Robert E. Bergquist
President

BY: Fred A. Weber
Treasurer

STATE OF IOWA
DICKINSON COUNTY ss:

On this ~~10th~~ 11th day of March, 1968, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Robert E. Bergquist and Fred A. Weber, to me personally known, who, being by me duly sworn, did say that they are the President and Treasurer, respectively, of said corporation executing the within and foregoing instrument to which this is attached, that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; that the said Robert E. Bergquist and Fred A. Weber as such officers acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

NOTARY PUBLIC IN AND FOR
SAID COUNTY, AND STATE.