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**DECLARATION OF ESTABLISHMENT**  
**A HORIZONTAL PROPERTY REGIME (CONDOMINIUM)**  
**TO BE KNOWN AS**  
**BRANDONWOOD CONDOMINIUMS**

The undersigned, Progressive Companies, Inc., the owner of the real property hereinafter described, hereby submits said property to a Horizontal Property Regime pursuant to the provisions of Chapter 499B, Code of Iowa (2003). In compliance with Sections 499B.3 and 499B.4, Code of Iowa (2003) the following declarations are made:

1. The description of the land submitted to this Horizontal Property Regime is as follows:

See Exhibit A attached hereto and incorporated by this reference.

2. This Declaration consists of two condominium buildings containing 10 apartments in the northerly building and 12 apartments in the southerly building respectively together with 9 individual cottages. The north condominium building is two stories and contains 10 apartments. The south building is two story and contains 12 apartments and 12 detached garages. One garage is dedicated to each unit in the southern building. The 9 individual cottages are 1 story with a loft and basement. There is also located on the property a swimming pool, sports court, and picnic-gazebo. The principal materials of which the units are constructed are as follows: foundation-reinforced concrete; floors: reinforced concrete and wood; walls: wood frame construction; roof: wood frame construction with asphalt shingles; and basements-concrete block. For further particulars see the drawings filed herewith.

3. The units included in the Declaration of Horizontal Property Regime are numbered 1-32, inclusive, except that there is no Unit 10. The individual cottages on the westerly side of the property are numbered one through five with Unit 1 being the

northerly most unit. Unit 2 is adjacent to and south of Unit 1. Unit 3 is adjacent to and south of Unit 2. Unit 4 is adjacent to and south of Unit 3. Unit 5 is adjacent to south of Unit 4. There are four individual cottages on the easterly side of the property. The northerly most unit is Unit 6. Unit 7 is adjacent to and south of Unit 6. Unit 8 is adjacent to and south of Unit 7. Unit 9 is adjacent to and south of Unit 8. The northerly condominium building contains 10 units. Units 11, 13, 15, 17, and 19 are on the lower level. Unit 11 is the northwest corner of the building and Unit 13 is adjacent to and easterly of Unit 11. Unit 15 is easterly and adjacent to Unit 13. Unit 17 is easterly and adjacent to Unit 15. Unit 19 is easterly and adjacent to Unit 17. Unit 12 is on the upper level in the northwest corner. Unit 14 is easterly and adjacent to Unit 12. Unit 16 is easterly and adjacent to Unit 14. Unit 18 is easterly and adjacent to Unit 16. Unit 20 is easterly and adjacent to Unit 18. Units 21-32 are not yet constructed, but are intended to be constructed as shown on the site plan attached hereto and this Declaration will be amended at such time as those units are constructed. The 12 garages are intended to be the south of Units 21-32. The 12 garages are numbered 21A-32A and one garage is included with each unit.

The individual cottages have one bedroom and a loft and the condominiums have two bedrooms. The location, approximate area of the units, number of rooms contained in the units, and the common area to which each unit has immediate access is shown on the drawings attached hereto, which by this reference are incorporated herein.

4. Ownership of each unit includes ownership of an undivided one-thirty first (1/31 ) interest in all general common elements and facilities described herein. The general common elements and facilities shall be owned by the individual unit owners as tenants in common and shall consist of the land on which the buildings are erected; the foundation of the buildings; floors, exterior walls, and roofs of each unit and of the buildings (except the interior surfaces and except the partition walls within each individual unit); the lawn, landscaping, shrubbery and general improvements to the grounds; outside electrical lighting; wires, conduit and other public utility lines; electrical wiring; plumbing except fixtures; mechanical systems; natural gas, sanitary sewer, water and other service lines; ingress and egress roads; pool and sports court; gazebo picnic

area; and all other devices or installations existing for common use and defined as general common elements by Section 499B.2(5), Code of Iowa (2003).

The general common elements and facilities shall not include, and the owners of each unit shall be deemed to individually own, the cupboards; counters; plumbing fixtures; walls or partitions located within the individual unit; floor, wall and ceiling coverings, including all material inside of the sheet rock on the stud walls and below the sheet rock on the ceiling joists; and light fixtures and other attachments or fixtures deemed to be a permanent part of each unit for the sole use of such unit. The owner of each unit shall be solely responsible for the maintenance, repair or replacement of the plumbing fixtures, lighting fixtures, heating and air conditioning equipment, appliances and other equipment contained within or connected to each individual unit for the unit's exclusive use.

In the event wires, pipes, HVAC systems, or other services run through one unit for the service of another unit, an easement for maintenance, repair or replacement together with the right of ingress and egress thereto shall exist. In the event it is necessary to access utilities or services in or through a unit other than the unit being served by such utilities or services, the interior surfaces as well as the general common elements and facilities shall be restored to their original condition at the expense of the unit owner for whom such service work was performed.

5. The sidewalks, driveways, and parking lots serving each individual unit shall be deemed limited common elements and facilities for the exclusive use of the respective units, but repair and maintenance shall be a common expense. In the parking lots of the north and south condominium buildings one parking spot shall be designated exclusively for the use of the owner of each unit.

6. The fractional interest which each unit bears to the entire Horizontal Property Regime is one-thirty first (1/31) Voting rights regarding the administration of the Horizontal Property Regime shall be one (1) vote for each unit.

7. In the event of damage or destruction of all or a part of the property, a majority vote by the unit owners shall determine whether to rebuild, repair, restore or sell the property. Each unit shall be entitled to voting rights as specified in paragraph 6 above

with the vote of any unsold unit to be cast by the original owners of the property whose names are subscribed hereto or their successors in interest.

The Brandonwood Owners Association shall by a majority vote determine an appropriate amount of casualty and liability insurance coverage for the buildings, grounds, general common elements and facilities. Any policy purchased by the Owners' Association shall provide casualty coverage for the entire structures including utility lines, plumbing lines, all mechanical systems within the walls and permanent appliances. Roof and wall coverage shall include the sheet rock or other underlayment but shall not extend beyond the sheet rock or underlayment. Coverage shall be replacement value for like kind construction of existing structure. The cost of such casualty and liability coverage for the general common elements and facilities shall be shared equally among each unit. Each unit shall be individually responsible for such casualty and liability insurance as they deem appropriate for the owner's individual unit. The personal property of the unit owners, including the inner decorated and/or finished surfaces of the walls, floors and ceilings and any appliances such as water heaters, air conditioners, stoves, refrigerators and the like as well as kitchen and bathroom fixtures, will not be covered by the Owners' Association policy unless the Association agrees to provide this insurance.

8. A. The administration of the Horizontal Property Regime shall be governed by the Executive Board and by the Brandonwood Owners Association in accordance with the By-Laws, a copy of which is attached hereto in compliance with Section 499B.14, Code of Iowa (2003). Such administration includes the authority to make annual and special assessments for the care and maintenance of the Horizontal Property Regime and the failure by any unit owner to pay a properly levied annual or special assessment shall result in and constitute a lien on the respective unit to the extent of such unpaid assessment. A lien for unpaid assessments may be perfected by one officer of the Association filing a written notice thereof with the Dickinson County Recorder. A lien for unpaid assessments may be foreclosed by suit by the Association or its representatives in like manner as a real property mortgage, provided that thirty (30) days written notice of the intent to foreclose shall be mailed, postage prepaid, to the

owner at the address shown by the records of the Brandonwood Owners' Association, which shall be the address of the unit unless the owner notifies the Brandonwood Owners' Association of a different preferred address. In the event a lien is foreclosed by the Brandonwood Owners' Association or its representatives, the Owners' Association shall be entitled to an award of reasonable attorney fees. Nothing contained in this paragraph shall prohibit the Owners' Association from proceeding with an action for recovery of a money judgment for the amount of any unpaid assessments, which action shall be maintainable without foreclosing or waiving the lien for unpaid assessments.

B. No owner may be exempted from liability for annual or special assessments by waiver of the use or enjoyment of the general common elements and facilities or by abandonment of the unit.

C. No owner shall make any alteration or improvement to any of the general common elements and facilities or remove any portion thereof without the prior consent of the Owners' Association.

D. Each owner shall pay the separately metered utility expenses to maintain a minimum year round temperature of fifty-five degrees Fahrenheit (55°F) within the owner's unit and each owner shall be liable to every other owner for any damage to the other owner's unit caused by the failure to maintain such temperature. In the event any unit is going to be left vacant for a period of more than fourteen (14) days, the owner thereof shall cause the water in that unit to be shut off.

E. Each owner shall be liable to the Owners' Association and the other owners for the expense of any maintenance, repair or replacement rendered necessary by the negligence of an owner, the owner's family, guests, employees, agents or lessees, which liability shall include any increase in insurance rates resulting there from.

F. The property shall be used for residential purposes only, and unless agreed upon by all unit owners, the leasing or renting to a non-owner shall be for a minimum period of not less than thirty (30) days or as required by the Zoning Ordinance of the City of Okoboji. All leases shall be in writing with a copy thereof provided to the Owners' Association prior to the date of possession. No lease shall relieve the owner of

the unit from liabilities and responsibilities to the Owners' Association and other owners as set forth in this Declaration or imposed under the laws of the State of Iowa.

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

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

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

J. Every director and officer of the Owners' Association shall be indemnified by the Association for all expenses and liabilities, including legal fees reasonably incurred by or imposed upon them, in connection with any proceeding to which they may be a party by reason of their being or having been a director or officer of the Owner's Association, except in such cases where the director or officer is adjudicated guilty of willful misfeasance or malfeasance in the performance of their duties. The foregoing rights of indemnification shall be in addition to and not limit any rights the officers or directors may have under Iowa law.

K. The term owner as used in this Declaration and in the By-Laws shall mean the record titleholder of the unit and shall include a contract purchaser in possession. In the event of multiple, corporate or fiduciary ownership of a unit, said owner or owners shall designate a person, in writing, filed with the Secretary of the Association, said person to act as owner in connection with the voting rights and administration referred to in this Declaration and By-Laws. Notices to be given by the Association are properly given to the owner or owners of the respective units if given to the designated person. Each unit shall be entitled to have a voting right as determined at paragraph 6 above and that vote may not be split. The owner of a unit in Brandonwood

shall be a member of the Association and shall remain a member of said Association until such time as ownership of the unit ceases.

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

9. The following restrictions and limitations shall apply to all units in Brandonwood:

A. No noise or other activity shall be allowed which unduly interferes with the peaceful possession and proper use of the property by its owners, nor shall any fire hazard or unsightly accumulation of refuse or other material be allowed. No towels, clothing or other objects shall be permitted to be hung outside of the units. No fences, wires, lines, sheds, outbuildings or other structures of any kind may be erected by any owner in any common area or facility without prior approval of the Owners' Association.

B. No recreational vehicles, motorcycles, snowmobiles, all terrain vehicles, travel trailers, campers, boats, boat trailers, flatbed trailers, inoperable vehicles, or the like shall be parked in driveways or common elements and facilities of Brandonwood other than on a strictly temporary basis not to exceed 48 hours. For purposes of computing the 48 hours, the relocation of the items at issue within Brandonwood or the temporary removal and return of said item shall not restart the 48 hour time limit unless said item is removed entirely for not less than ten days. Each unit owner in the nine individual cottages may maintain one boat or one empty boat trailer in their private driveways. In the condominium buildings each unit owner may maintain one boat or one boat trailer during such time as they are occupying their unit.

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

D. Trash containers shall be kept within the units, except that the owners association shall place dumpsters for common garage pickup at designated locations at the associations expense.



E. Each unit shall be limited to no more than those pets allowed by the City of Okoboji Zoning Ordinance. Any such pets shall not be left unattended by the owners, may not be tied outside of the condominium unit, and shall not be allowed to run free. Owners shall clean up all waste of their pets. In the event a pet is deemed to be a nuisance by a majority vote of the Owners' Association at a duly called meeting due to the pet causing a disturbance of the other occupants of the units by excessive noise or disruptive behavior, the Owners' Association may require the owner of the unit where the pet is located or staying to permanently remove the pet from the premises. No Rottweilers or pit bulls of any size may be kept on the premises nor any wild animals.

F. No signs shall be placed on the premises, including, but not limited to, signs placed on the exterior of any unit except that the owners' association will approve a standard sign bearing each owners name which will be affixed to the outside of each unit in the manner approved by the owners' association. This subparagraph shall not prohibit real estate for sale signs. However, for sale signs shall be limited to no more than two signs per unit with said signs to be no larger than a maximum of four (4) square feet each. Any for sale signs placed on the premises shall be removed as soon as practical after the unit advertised is sold.

G. Any patio or deck shall be the limited common area of the adjacent unit, but shall be maintained by the owners' association. All that may be placed on the patio or deck is deck furniture gas or electric grill and plants. No open wood burning is allowed. Any change to the patio or deck from the original construction shall require a majority vote.

H. Each unit may be connected to cable tv at the unit owner's sole expense. No satellite dishes will be allowed.

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

10. Notwithstanding any of the provisions of this Declaration or the By-Laws, the developers shall retain the right to name all officers of the Association who need not be owners of units until all units are sold. The developers shall be required to pay assessments for all units held by them-but not unconstructed units until those units are ready for occupancy. The developers reserve the right to change the interior design and arrangement of all units owned by the developer at the time of such alteration so long as such alteration does not increase the number of units nor alter the boundaries of the common areas and facilities, except that the developers may alter the exterior design and placement of the southerly condominium building. If the developers make such changes those changes shall be shown by an amendment to this Declaration, which need be signed and acknowledged only by the developers and need not be approved by the Association, owners or mortgagees of the units herein.

J. Pool rules. The owners association shall proscribe rules relating to the use of the pool, sports court, picnic-gazebo and other common areas.

11. Assessments for Association dues and expenses shall commence as of July 1, 2004. The developer shall be responsible for assessments on all completed but on sold units until sold.

11A. Any common mailboxes shall be placed on the northerly portion of the property. Garage receptacles shall be placed as agreed upon by the owners association.

12. This Declaration may be amended in either of the following manners:

A. By written amendment signed by all owners, acknowledged and filed with the Dickinson County Recorder .

B. By approval of an amendment by two-thirds (2/3) of the owners present at a meeting called for the purpose of discussing such amendment. Notice of such meeting shall designate the time and place for the meeting together with a general description of the proposed amendment with the notice to be given not less than ten (10) nor more than thirty (30) days from the date of the meeting. At such meeting the written proxy of an owner duly signed either setting forth the owner's vote on the proposed amendment or authorizing another owner to vote on behalf of such absent owner shall be allowed and recognized by the presiding officer as a valid vote on the amendment.

C. No amendment shall be valid without Developers written consent as long as Developer owns a unit in Brandonwood. No additional units may be placed upon the common area nor any change in the exterior configuration of any unit without the affirmative vote of two-thirds (2/3) of the unit owners.

13. The owner of property more particularly described on Exhibit B attached hereto which is adjacent to the property submitted to this declaration shall have an easement for ingress and egress, both pedestrian and for motor vehicles, across the property submitted to the Declaration of Horizontal Regime. The owner of that property, provided that there is a single family dwelling on the property, shall also have the right of usage of the pool, sports court, and gazebo-picnic area provided that that owner shall pay annually 1/32 of the cost of maintaining the pool, sports court, and picnic-gazebo area. That assessment shall be billed to the property owner by the association and payable in full within 30 days of the date of billing. In the event that the annual assessment is not paid the owner of the adjacent property shall lose the right of usage for the year in which the assessment is owed. The owner shall not regain the right of usage until the assessment is paid. The owner of the adjacent property described shall also be given notice of any annual meeting of the owners' association or special meetings of the owners' association and shall be entitled to attend, but to vote only on issues relating to the pool, sports court, and picnic-gazebo area.

In witness whereof, the undersigned, have executed this Declaration this 3<sup>rd</sup> day of June, 2004.

Progressive Companies, Inc.

By: [Signature]  
Larry Stoller, Pres.

STATE OF IOWA, DICKINSON COUNTY, ss:

On this 3<sup>rd</sup> day of June, 2004, before me, the undersigned, a Notary Public in and for the State, personally appeared Larry Stoller, known to me to be the President of Progressive Companies, Inc. and did acknowledge that as said President his authority from the Board of Directors to execute the foregoing as President on behalf of the corporation and further that no seal has been procured by the corporation.

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Notary Public

**BY-LAWS**  
**OF**  
**BRANDONWOOD**

**A HORIZONTAL PROPERTY REGIME (CONDOMINIUM)**

The administration of the property submitted to the attached Declaration of Establishment of a Horizontal Property Regime (Condominium) to be known as Brandonwood, shall be governed by the following By-Laws which are annexed to the Declaration and made a part thereof.

1. The administration of the Horizontal Property Regime shall be in the charge of an Executive Board of Administration consisting of the president, vice president, and secretary/treasurer of the council of co-owners also known as the Brandonwood Owners' Association. The officers comprising the Executive Board shall be elected and may be removed as set forth in these By-Laws and they may receive such compensation as may be fixed from time to time by unanimous agreement of members of the Owners' Association as set forth in these By-Laws.

2. The council of co-owners to be known as the Brandonwood Owners' Association shall be governed as follows:

A. Meetings of the Association shall be held in the apartment unit of the president of the Owners' Association or such other suitable place convenient to the owners as may be designated by the president. The president shall preside over the meeting and the secretary/treasurer shall keep the minute book wherein all resolutions and other business conducted shall be recorded. In the absence of the president, the meeting may be conducted by the vice president. In the absence of both the president and vice president, the meeting may be conducted by the secretary/treasurer. In the absence of the secretary/treasurer, the presiding officer shall appoint a secretary/treasurer pro tem. Not less than thirty (30) days written notice shall be given of the Owners' Association's annual meeting.

B. The annual meetings of the Association shall be held on the final Saturday in June each year at 10:00 o'clock a.m. for the purpose of electing officers and transacting any other business authorized to be transacted by the Association.

C. Special meetings of the Association may be called by the president and shall be called by the president upon written request signed by the owners of at least two (2) of the

units. Notice of such special meeting shall be given to all owners by ordinary mail addressed to their last known address as shown in the records of the Association not less than ten (10) nor more than thirty (30) days prior to the date set for such meeting. The notice thereof shall state the time, place and purpose of such meeting. No business may be conducted at such meeting other than as stated in the written notice unless all owners are personally in attendance and consent to such other business being conducted. Following proper request, should the president fail or be unable to call a special meeting, the vice president, or secretary/treasurer shall call the meeting.

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

E. A quorum at Association meetings shall consist of the owners of at least sixteen (16) of the units. Action approved by a majority of those present at a meeting at which a quorum is present shall be valid except where approval by a greater number is required by the Declaration or these By-Laws. Written proxies designating an owner's vote on a matter or granting another owner authority to vote the absent owner's ballot on any issue is allowed and such owner's proxy shall be counted in determining a quorum of the meeting. Each unit shall be entitled to one vote on any issue properly before a meeting with the vote to be cast by an owner of the unit as shown on a duly recorded deed to the unit. In the event of disagreement between co-owners of a unit regarding any vote, the owner whose name appears first on the deed who is present either in person or by proxy shall be entitled to cast the vote.

F. Votes may be cast in person or by proxy. Proxies must be in writing and filed with secretary, treasurer at the time of the meeting. All votes cast shall be either yea, nay or abstention.

G. If any Association meeting cannot be held because a quorum is not in attendance, the owners who are present, either in person or by proxy, may adjourn the meeting until such time as a quorum is present.

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

- i. Role call and certification of proxies.
- ii. Reading of the minutes of the preceding meeting.

- iii. Report of officers.
- iv. Report of committees.
- v. Election of officers.
- vi. Unfinished business.
- vii. New business.
- viii. Adjournment.

I. All meetings shall be conducted in accordance with Roberts Rules of Order.

3. The president, vice president, and secretary/treasurer comprising the Executive Board shall be elected by a majority vote each year at the annual meeting and shall serve until their successors are duly elected. There shall be no term limitation on any office.

The powers and duties of the Executive Board shall include all the powers and duties existing under Chapter 499B, Code of Iowa (2003) and amendments thereto, the Declaration and these By-Laws. The powers and duties shall include the following:

A. To recommend budgets and collect assessments against members to pay the costs and expenses of the Horizontal Property Regime.

B. To use the proceeds of assessments in the exercise of the powers and duties.

C. To maintain, repair, furnish, replace and operate the property of the Horizontal Property Regime.

D. To purchase insurance upon the condominium property and insurance for the operation of the Association and its members, including but not limited to casualty and liability insurance. Casualty insurance shall be purchased at replacement cost value of the building and other improvements. Any policy purchased by the Association shall provide coverage as provided in the Declaration.

E. To reconstruct improvements after casualty and to further improve the property.

F. To make and amend reasonable regulations, standards and rules of conduct regarding the use and occupancy of the property.

G. To enforce by legal means, if necessary, the provisions of law, the Declaration, these By-Laws and all regulations, standards and rules of conduct properly adopted.

H. To contract for the management of the property and to delegate to a manager such powers and duties of the Board as it may deem appropriate and to terminate such management. The Board shall also have the power to employ attorneys, accountants and such other professional persons as may be necessary to assist in management.

I. To designate and remove personnel necessary for the maintenance, repair, replacement and operation of the common areas and facilities.

J. All actions of the Executive Board shall be with the consent and approval of two of the Executive Board members and all actions of the Executive Board shall be subject to review and modification or cancellation by a majority vote of any duly called annual or special meeting of the Owners Association.

K. All officers shall be owners or agents of corporate owners. No more than one officer shall be from the same unit.

L. Compensation of all officers, if any, shall be fixed by Association at any duly called annual or special meeting.

M. The annual meeting of the Executive Board shall immediately follow the annual meeting of the Owners' Association each year at which meeting the Board shall determine what time, if any, and place, shall be established for periodic Board meetings.

N. Special meetings of the Executive Board may be called by any of the three (3) officers with notice of such special meeting to be given to the other officers stating the time, place and purpose thereof. Such notice shall be mailed by ordinary mail to each Executive Board member at their last known as shown in the records of the Owners' Association at least three (3) days but not more than thirty (30) days prior to such meeting.

O. A quorum of the Board shall be two of the Board members and proxies shall not be allowed. All matters properly before the meeting shall be approved by a majority of those present and in the event a majority decision cannot be reached or a tie vote results on any issue, the issue shall fail. Any issue which fails as a result of a tie shall not be recast in the negative.

P. Business and resolutions of the Executive Board may be conducted and put into effect without a formal meeting of the Board provided the full particulars of the item are reduced to writing and signed by all Board members. Minutes of all Executive Board meetings

shall be kept by the secretary/treasurer and written actions taken by the Board in lieu of a formal meeting shall be filed with the secretary/treasurer who shall keep the minutes separate from the minutes of the Owners' Association. The minutes of the Executive Board shall be made available for inspection and copying by any owner.

Q. If desired by the Association or the Board, a blanket fidelity bond may be secured to cover any person who may handle Association funds. The premium of such bond shall be paid from Association funds.

R. The president may approve expenditures up to \$500.00 with any expenditures greater than \$500.00 and less than \$1,000.00 to be approved by the Executive Board. All expenditures over \$1,000.00 shall be approved by the Owners Association. Repetitive monthly amounts under a contract may be approved annually. Approval by a majority of the Executive Board of payment vouchers between \$500.00 and \$1,000.00 shall be noted in the minutes of the Board. Approval by a majority of the Owners' Association of payment vouchers in excess of \$1,000.00 shall be noted in the minutes of the Owners' Association. These limitations, may be altered by resolution approved by the majority of the Owner's Association. All checks shall require two signatures.

S. Vacancies on the Executive Board shall be filled by majority vote of the remaining Board members until the next annual meeting. No person shall serve as more than one officer at the same time, except for the secretary/treasurer who shall be one individual.

T. The individual duties and responsibilities of the officers shall be as follows:

i. The president shall be the Chief Executive Officer of the Board and Association. The president shall preside over all meetings of the Board and the Association, and subject to the provision of these By-Laws and the Declaration, the president shall be authorized to sign all documents on behalf of the Board or Association.

ii. The vice president shall, in the absence of the president, perform all duties of the president. The vice president shall also perform such other duties and provide assistance to the president as may be imposed by the Association, Board or president.

iii. The secretary/treasurer shall keep the minute book wherein resolutions and other business of the Association and Board shall be recorded. The



secretary/treasurer shall be responsible for giving notice to members of the Owners Association or Board of all meetings or other matters as may be required by law, the Declaration, By-Laws, or direction of the Owners Association or Board. The secretary/treasurer shall keep the books of account of the Owners' Association and Board and shall keep the checkbook of the Association and any other books of deposit. The secretary/treasurer shall keep full and accurate accounts of all receipts and disbursements of the Association and in general, shall keep the books of the Association in accordance with good accounting practices and perform all other duties incident to the office of treasurer. Executive Board may hire a bookkeeper or accountant to assist in performing the duties of the office of treasurer.

4. The Executive Board shall oversee the fiscal management of the property.

A. The Executive Board, by June 1<sup>st</sup> of each year, shall adopt a budget for each management year which shall run from July 1st through June 30th of each year. The annual budget shall include the following accounts:

i. Current Expenses Account. The current expenses account shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable amount for contingencies and working funds. This account shall be the general account used for day to day management of the property. Any balance remaining in this account at the end of each year may be applied to reduce the assessment for this account for the succeeding year.

ii. Reserve Maintenance Account. The reserve maintenance account shall include funds for maintenance items which occur less frequently than annually and funds for replacement or repair of items required because of damage, depreciation or obsolescence.

iii. Funds from the current expenses account shall not be used to cover any short fall in the reserve maintenance account. The reserve maintenance account shall be funded through special assessments as provided in these By-Laws.

B. Each unit shall contribute one-thirty first ( $1/31$ ) of the annual assessment used to fund the current expenses account. The annual assessment shall be determined by the Executive Board preparing a budget for the current expenses account, which budget shall be prepared and a copy mailed to each owner at least ten (10) days before the annual meeting of the

Owners' Association. At the annual meeting of the Owners' Association, the secretary/treasurer shall present the proposed budget for the current expenses account during the officers report portion of the meeting for the consideration and approval of the Owners Association. A majority vote of those present either in person or by proxy shall be required to approve the budget and assessment. In the event no budget is approved and no annual assessment made, the assessment from the prior management year shall continue at the same amount. The annual assessment shall be paid in four equal payments due on the January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup> during each management year. However, the Board is authorized to change to monthly or other periodic payments.

C. Unpaid annual assessments and/or unpaid special assessments shall constitute a lien on the unit for which the assessment is unpaid as provided for in Section 499B.17, Code of Iowa (2003) and amendments thereto. Annual assessments and/or special assessments remaining unpaid more than ten (10) days after they are due shall carry interest at the rate of ten (10) percent per annum. The Executive Board, acting through the president, shall be responsible for collecting all unpaid assessments, which may be collected by foreclosure or suit for money judgment as provided for in Section 499B.17, Code of Iowa (2003) and amendments thereto.

D. Special assessments for non-emergency items in the reserve maintenance account shall require the affirmative vote of at least two-thirds of the unit owners. Special assessments for non-emergency items or special assessments to replenish the current expenses account shall require the affirmative vote of at least two-thirds of the unit owners. Such vote shall be taken only after notice in the manner required for special meetings has been given to all owners setting forth the date, time and place of the meeting to discuss special assessment, the amount of the special assessment, and the manner in which the special assessment will be collected. Nothing in this paragraph shall prohibit the Executive Board from proposing and submitting a special assessment for approval at the annual meeting of the Owners' Association.

E. Special assessments as the result of an emergency shall be made only after notice thereof and the need therefore has been given to all owners in the same manner as notice for special assessments of a non-emergency nature. Approval of an emergency special assessment

shall require a majority vote of the owners and shall become due within thirty (30) days of the approval.

F. An accounting shall be made of all Association accounts at least annually at the annual meeting of the Owners' Association. A majority of the owners or a majority of the Executive Board may require an audit of the accounts by an independent party with the cost of such audit to be paid from the current expenses account.

5. No amendment to these By-Laws shall be valid unless set forth in writing and duly recorded. The By-Laws may be amended by the Association at a duly called meeting for such purpose. No amendment shall take effect unless approved by the owners of at least twenty (20) of the units. No amendment shall be valid without Developers' written consent as long as Developers own a unit in Brandonwood.

IN WITNESS WHEREOF, the undersigned have executed these By-Laws this 3<sup>rd</sup> day of June, 2004.

Dated: 6/3/04

Dated: 6/3/04

Progressive Companies, Inc.

By: [Signature]  
Larry Stoller, President

By: [Signature]  
Tom Opheim, Vice-President

STATE OF IOWA, DICKINSON COUNTY, ss:

On this 3<sup>rd</sup> day of June, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Stoller and Tom Opheim, to me personally known, who, being by me duly sworn, did say that they are the President and Vice-President, respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President and Vice-President as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

Handwritten signature  
Patricia

**BRANDONWOOD OWNERS ASSOCIATION RULES  
RULES AND REGULATIONS  
Effective June 1, 2004**

In order to provide for congenial occupancy of the condominium property and for the protection of the values of the condominium units, the use of the condominium property shall be subject to the following rules and regulations. The Board of Directors is the governing structure of the condominium association and makes these rules by authority of the condominium association's declaration and by-laws. These rules may be enforced by legal action if necessary. The term "condominium property or complex" means the entire property-cottages included.

The unit owner is responsible to ensure all renters and guests understand and comply with the rules and regulations of the condominium association.

The Board of Directors reserves the right to make such other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all the occupants thereof.

**USE OF CONDOMINIUM UNITS**

The condominium unit shall be used for residential purposes only.

The common elements shall be used for only the furnishings of the services and facilities for which they are reasonably intended and which are incidental to the use and occupancy of the condominium units.

No nuisances shall be allowed on the condominium property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interfere with the peaceful possession or proper use of the condominium property by its residents.

No offensive or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners of the unit owners or the Brandonwood Owners' Association, whichever shall have the obligation to maintain or repair such portion of the condominium property.

**GENERAL RULES**

The sidewalks, stairways and other areas used in getting to and from parking areas, shall not be obstructed or used for any other purposes than for ingress to and egress from the units. This includes that the area shall not be used for sleeping and playing. The unit's other common areas shall not be used for storage.

Any common storage areas in each building shall not be used for any purpose other than that for which they were constructed. This common storage area may be used by the building owners to store items mutually agreed upon by them. Items inappropriate would include flammables,

explosives, or other such items, which would represent a danger to the individuals or the unit. The owner of the unit shall pay for any damage to the property of others, including the common elements, resulting from misuse of such facilities, of any nature or character whatever.

The cleanliness of the common areas of each condominium building is the responsibility of the unit owners utilizing that common space.

Owners or occupants shall not make or permit any disturbing noises in the building or on the premises by himself, his family, friends, tenants, servants or other invitees; nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or convenience of other owners or occupants. Quiet time on the grounds is 1:00 a.m. until 7:00 a.m.

Nothing shall be thrown or emptied by the owners or their tenants or servants out of the window or doors, off the decks, down the stairways, or in the common areas.

The furnace thermostat should be set no lower than 55 degrees F. during the winter months.

Occupants shall not interfere in any manner with any portion of the heating or lighting apparatus in or about the building, unless specifically directed by the Board of Directors.

Snowmobiles, motorcycles, all terrain vehicles and other motorized toys or vehicles are to be driven on the roadway of the condominium complex only. Vehicles used in the maintenance of buildings and grounds or for individuals with disabilities are exempt.

Individuals with disabilities shall be able to use vehicles approved by the Board of Directors. These vehicles may be driven off the condominium roadway but should be restricted to the cemented areas only. Individuals with disabilities may also have approved guide animals.

Fireworks are not permitted on the condominium grounds or docks. Sparklers may be used on the condominium grounds and their wires should be removed by the owner using them.

Bicycles, scooter, children's toys, and other similar recreation items are to be kept inside units or garages when not in use.

No tents, campers, or recreational vehicles shall be used as living or sleeping quarters on the grounds without approval of the Board of Directors.

### **PARKING**

Parking is permitted in designated areas only.

### **SPEED**

Vehicles of any kind should not drive faster than 10 mph in the condominium complex.

### **POOL AND POOL AREA**

Only owners, owner's guests, and renters are allowed use of pool and grounds. Obey all posted pool rules and insure children understand these rules. Persons using the pool should be

respectful to others. After 10:00 p.m., persons using the pool should keep noise to a minimum.

Children under the age of 12 should not be in the pool area without a parent or responsible adult in attendance.

Children not toilet trained must wear appropriate swim diapers. All used diapers should be disposed of in the owner's condo unit's garbage rather than at the pool.

Persons using the pool should remove all belongings and place garbage in the appropriate receptacle. Cigarette or cigar butts shall be properly disposed of not thrown on the premises.

Animals are not permitted in the pool area.

Glass is not permitted in the pool area.

Diving (head first) into the pool is not permitted.

### **GAZEBO & SPORTS CENTER**

The gazebo is for common use of all and may be reserved for family functions by owners. A reservation sheet will be kept in the gazebo for sign-up. Please do restrict use by other owners by three hours. Please clean-up after use of the gazebo.

The sports court is for use by all owners and guest and renters. Please don't litter on the sports court. Be quiet after 10:00 p.m.

### **PETS AND OTHER ANIMALS**

Pets are restricted as provided in the declaration and by-laws. Each owner is responsible for his or her own pets and any damage they may do to association property.

### **OTHER**

All other rules and restrictions contained in the Declaration and By-laws apply as well.

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## ARTICLE VI

### R-2 MULTI-FAMILY RESIDENTIAL DISTRICT

#### SECTION 1 REGULATIONS

The R-2 Multi-Family Residential District is one of a limited number of family residences and other compatible uses designed to maintain, protect and preserve a character of development in which a minimum of 2,500 square feet must be provided for each dwelling unit.

#### SECTION 2 USE REGULATIONS

A building or premises shall be used only for the following purposes:

##### A. PRINCIPAL PERMITTED USES.

1. Any use permitted in the R-1 District providing such use shall comply with the minimum requirements of the R-2 District.
2. Multi-family dwellings; providing however, individual buildings shall contain not more than twelve (12) dwelling units, and further, that a minimum of 2,500 sq. ft. of lot area be provided for each dwelling unit and its customary accessory buildings.
3. Childcare centers or Home Nursery care may be permitted for not more than six children provided that all State regulations relating to home nurseries or home non-parental child care have been satisfied.
4. The renting of residential property such as a room, a group of rooms or an entire residence for the sleeping, living and housekeeping activities by the same person or same group of persons on a permanent or semi-permanent basis is prohibited except for an intended tenure of one month (30 Days) or more.

or semi-permanent basis is prohibited except for an intended tenure of one month (30 Days) or more.

B. ACCESSORY USES.

1. Normal accessory buildings and structures for a dwelling such as private garages, swimming pools, children's playhouses and tents, radio and television receiving antennas, antennas, barbecue pits, playground equipment, tennis courts, etc.
2. Normal accessory buildings and structures for public recreation areas such as refreshment stands, playground equipment, all-weather shelters, tennis courts, barbecue pits, etc.
3. Domestic animals such as cats and dogs may be permitted; provided, however, not more than three cats or dogs over six months of age are allowed. Horses, cows, sheep, chickens, etc., normally considered farm or wild and untamed animals, shall be excluded except as otherwise provided for in this Ordinance.
4. Flower and vegetable gardening for noncommercial purposes.
5. Greenhouses and horticultural nurseries for noncommercial purposes.
6. Customary Home Occupations: Provided that such occupations shall be conducted solely by resident occupants in their place of abode, and not more than one employee, involving primarily service and not the sale of goods or commodities upon the premises and provided that not more than one-fourth (1/4) the area of one (1) floor shall be used for such purpose. Two off-street parking spaces shall be provided in addition to those required in each R District.
7. Customary accessory uses and structures incidental to permitted uses; however, the storage of any unlicensed and/or inoperable vehicle for more than three months is expressly prohibited.
8. Pickup campers, travel trailers and motor homes may be stored, provided, however, that the owner or tenant of the property is in fact the actual owner