

**2024 RULES AND REGULATIONS
ISSUED BY HOLIDAY LAKE OWNERS' ASSOCIATION, INC.**

PREAMBLE

Holiday Lake Owners' Association, Inc., (Association) is a nonprofit corporation serving the interests of all lot owners of Holiday Lake Subdivision in Poweshiek County, Iowa (Lot Owners). Lot Owners become subject to the bylaws, rules and regulations of the Association by virtue of acquiring title to a Holiday Lake Subdivision Lot. The bylaws, rules and regulations of the Association also apply to all who enter upon Holiday Lake property as a condition of their entry on the property.

To the end of serving the interests of all Lot Owners, the Board of Directors of the Association has adopted and implemented bylaws, rules and regulations consistent with the standards set forth in the Decree of the Iowa District Court for Poweshiek County dated March 13, 1981 in Stevens, et al., v. Whitmer, et al., Equity No. 2356-60-98/Cause No. 226-149-153, which confirms the authority of the Board of Directors of the Association to govern activities relating to Holiday Lake property and to collect assessments from Lot Owners.

It is therefore **RESOLVED** that the following Rules and Regulations are hereby approved and adopted this 10th day of November, 2022 and hereafter may be referred to as the "2024 Rules and Regulations of Holiday Lake". It is **FURTHER RESOLVED** that the attached Bylaws are hereby approved and adopted on the same date.

In addition to other remedies available to the Association, a violation of any rule or regulation may result in corporate assessments against the responsible Lot Owner.

The organization of the rules and regulations is for convenience only and should not be read to diminish or limit the application of any particular rule or regulation. Similarly, the inclusion of a rule or regulation within a form only shall not diminish or limit its application. While it is the intent to capture all rules and regulations of the Association within the 2024 Rules and Regulations of Holiday Lake, to the extent a rule or regulation of the Association is not contained or addressed herein and is not inconsistent with the 2024 Rules and Regulations of Holiday Lake, it shall still have full force and effect as if contained herein. Further, all rules and regulations must be read in connection with the Bylaws of the Association; and to the extent they appear to conflict, the Bylaws of the Association control. Any rule or regulation in conflict with State of Iowa or other applicable governmental entity laws or regulations shall be superseded by that law or regulation to the extent it is more restrictive. If the State of Iowa or other applicable governmental entity laws or regulations are less restrictive, then they will only supersede Association rules or regulations if required by law.

These rules and regulations are subject to change at any time by the Association; and therefore, the rules and regulations set out hereafter may not represent the most up-to-date version. An up-to-date version is available from the Association upon request at its Holiday Lake Office located at 101 Buena Vista Drive, Brooklyn, Iowa (Lake Office). Other controlling documents are set out in the Addendum for reference.

Division I:	Administration	Division IV:	Controlled Activities
Division II:	Use of Lake and Lake Property	Division V:	Forms
Division III:	Building and Maintenance	Addendum:	Other Controlling Documents

Board of Directors
Holiday Lake Owners' Association, Inc.

2024 RULES AND REGULATIONS OF HOLIDAY LAKE**DIVISION I
ADMINISTRATION**

A. Notification of Conveyance of Lot Owner's Interest – Upon transfer of ownership, new Lot Owners shall immediately complete a Notification of Conveyance of Lot Owner's Interest form. No later than 30 days after providing the notification form to the Lake, proof of conveyance in the form of a recorded deed or installment sales agreement, court-generated certificate of change of title, court order or other acceptable documentation shall also be provided to the Lake. If a notification document contains false information, an assessment of \$250.00 will be applied to the lot owner's account, any stickers already issued for motor vehicles and/or recreational vehicles will be confiscated, and the lot owner will lose future privileges until the assessment is paid and the records corrected.

B. Official Addresses of Record -- The Board of Directors of the Association must communicate with Lot Owners on many important matters, including but not limited to their rights under the restrictive covenants that came into effect at the time Holiday Lake was created and their rights as owners of record in corporate proceedings and other matters. It has proven difficult in the course of the history of the Lake and of the Association that governs it to maintain adequate records of the addresses of Lot Owners so that communications of every sort could be properly mailed to them. For those reasons, the form entitled "NOTIFICATION OF CONVEYANCE OF LOT OWNER'S TITLE INTEREST" shall be the exclusive means by which Lot Owners communicate to the Association their address of record for purposes of all official mailings. The form shall be available at the Lake Office. No manner of communicating the address of Lot Owners other than completion and delivery of the form prescribed by this regulation shall be effective and binding upon the Association. Failure of a Lot Owner to provide an address of record to the Lake Office in the manner prescribed in this resolution is deemed a waiver by the Lot Owner of any rights to receive correspondence the Association is required or chooses to direct to a Lot Owner.

C. Iowa Code Section 614.24 Claim – EVERY 10 YEARS (2010, 2020, 2030, and so forth), the Board should file a Claim under Iowa Code section 614.24 as to all Use Restrictions, although failure to file shall in no way negate any Use Restrictions or prevent a later filing of a Claim.

D. Notice -- The following notice constitutes part of the Association's rules and regulations and has been filed with the Poweshiek County Recorder on October 31, 2007 in Book 817 at Page 557. The name "Holiday Lake Maintenance Company" used in the notice has been replaced below with "Holiday Lake Owners' Association, Inc.".

***NOTICE TO THE PUBLIC
OWNING LOTS AT HOLIDAY LAKE
NOW OR IN THE FUTURE***

TO: *Any person, as defined in Section 4.1 (20) of the 2007 Code of Iowa, now or at any time in the future owning any platted lot at Holiday Lake situated in rural Poweshiek County, Iowa, more particularly described as:*

Holiday Lake Subdivision, Unit No. One (1), as the same is laid out upon a portion of Sections Fourteen (14) and Twenty-three (23) in Township Eighty-one (81) North, Range Fourteen (14) West of the 5th P.M., according to the Plat thereof appearing of record in Plat Book D at page 409.

Holiday Lake Subdivision, Unit No. Two (2), as the same is laid out upon a portion of Sections Twenty-two (22) and Twenty-three (23) in Township Eighty-one (81) North, Range Fourteen (14) West of the Fifth P.M., according to the Plat thereof appearing of record in Plat Book D, Page 415.

Holiday Lake Subdivision, Unit No. Three (3), as the same is laid out upon a portion of Section 23 in Township 81 North, Range 14 West of the 5th P.M., according to the Plat thereof appearing of record in the Office of the Recorder of Poweshiek County, Iowa, in Plat Book D, page 438.

Holiday Lake Subdivision, Unit No. Four (4), as the same is laid out upon a portion of Sections Fifteen (15), Twenty-two (22) and Twenty-three (23) in Township Eighty-one (81) North, Range Fourteen (14) West of the Fifth P.M., according to the Plat thereof appearing of record in Plat Book E, Page 23.

Holiday Lake Subdivision, Unit No. Five (5), as the same is laid out upon a portion of Sections Fourteen (14) and Twenty-three (23) in Township Eighty-one (81) North, Range Fourteen (14) West of the Fifth P.M., according to the Plat thereof appearing of record in the office of the Recorder of Poweshiek County, Iowa, in Plat Book D, Page 453.

Holiday Lake Subdivision, Unit No. Six (6), as the same is laid out upon a portion of Sections Fourteen and Twenty-three in Township Eighty-one North, Range Fourteen West of the Fifth P.M., according to the Plat thereof appearing of record in Plat Book E, Page 29.

Holiday Lake Owners' Association, Inc., is responsible, through its Board of Directors, for the governance of life at Holiday Lake in several ways including but not limited to the maintenance of those areas of each unit at Holiday Lake which are not platted as separately owned lots. These areas are often called the commons. These include roads, beaches, other land not platted and the lake itself. It has authority to levy maintenance fees and other charges in order to pay for the development, maintenance and upkeep of the commons.

In order to properly fulfill its mission Holiday Lake Owners' Association, Inc., has, through its Board of Directors, developed policy with respect to which lot owners and guests are obliged to comply.

Communication with lot owners is imperative and, as a first matter, it is necessary that owners of all or part of any lot or lots at Holiday Lake advise the corporation's Board of Directors of the acquisition of such interest by conveyance from any third party. It is also necessary that owners of all or part of any lot or lots at Holiday Lake communicate an address to which all communications from the corporation may be sent.

In order to fulfill its duties to the lot owners the corporation's Board of Directors has provided by resolution for the levying of a corporate assessment against lot owners failing to comply with their obligation to the corporation including, but not limited to, their failure to notify the Board of Directors of their acquisition of some interest in a lot or lots at Holiday Lake and their failure to notify the corporation on a continuing basis of a proper address for the mailing of documents to the lot owner.

Lot owners are advised to familiarize themselves with any resolution or other policy statement in force and effect at the time they acquire an interest in any platted lot or lots at the Lake and thereafter maintain compliance with these and all policies of the corporation.

E. Notice -- The following notice constitutes part of the Association's rules and regulations and has been filed with the Poweshiek County Recorder on August 11, 2017 in File Number 2017-02712.

**NOTICE TO THE PUBLIC
OWNING LOTS AT HOLIDAY LAKE
NOW OR IN THE FUTURE**

To: Any person, as defined in Section 4.1 (20) of the 2017 Code of Iowa, now or at any time in the future owning any platted lot at Holiday Lake situated in rural Poweshiek County, Iowa, more particularly described as:

Holiday Lake Subdivision, Unit No. One (1), as the same is laid out upon a portion of Sections Fourteen (14) and Twenty-three (23) in Township Eighty-one (81) North, Range Fourteen (14) West of the 5th P.M., according to the Plat thereof appearing of record in Plat Book D at page 409.

Holiday Lake Subdivision, Unit No. Two (2), as the same is laid out upon a portion of Sections Twenty-two (22) and Twenty-three (23) in Township Eighty-one (81) North, Range Fourteen (14) West of the Fifth P.M., according to the Plat thereof appearing of record in Plat Book D, Page 415.

Holiday Lake Subdivision, Unit No. Three (3), as the same is laid out upon a portion of Section 23 in Township Eighty-one (81) North, Range Fourteen (14) West of the 5th P.M., according to the Plat thereof appearing of record in the Office of the Recorder of Poweshiek County, Iowa, in Plat Book D, page 438.

Holiday Lake Subdivision, Unit No. Four (4), as the same is laid out upon a portion of Sections Fifteen (15), Twenty-two (22) and Twenty-three (23) in Township Eighty-one (81) North, Range Fourteen (14) West of the Fifth P.M., according to the Plat thereof appearing of record in Plat Book E, Page 23.

Holiday Lake Subdivision, Unit No. Five (5), as the same is laid out upon a portion of Sections Fourteen (14) and Twenty-three (23) in Township Eighty-one (81) North, Range Fourteen (14) West of the Fifth P.M., according to the Plat thereof appearing of record in the office of the Recorder of Poweshiek County, Iowa, in Plat Book D, Page 453.

Holiday Lake Subdivision, Unit No. Six (6), as the same is laid out upon a portion of Sections Fourteen (14) and Twenty-three (23) in Township Eighty-one (81) North, Range Fourteen (14) West of the Fifth P.M., according to the Plat thereof appearing of record in Plat Book E, Page 29.

Where the name "Holiday Lake Maintenance Company" appears in the Notice to the Public Owning Lots at Holiday Lake Now or in the Future filed with the Poweshiek County Recorder on October 31, 2007 in Book 817 at Page 557, such name shall be altered and read as "Holiday Lake

Owners' Association, Inc."

The first provision of the original covenants of Holiday Lake provides that "the Owner of any lot in said Subdivision, or his or her assigns, and their families and guests shall have the right to the use of Holiday Lake, the parks, drives, avenues, lanes, ways, entrances and courts or other conveniences and privileges maintained thereon by the proprietor of Holiday Lake, subject to any and all regulations now or hereafter imposed."

The Bylaws and other regulations of Holiday Lake Owners' Association, Inc., provide regulations that permit only one person per entire lot shown in the Plats identified above holding as owner "the right to the use of Holiday Lake, the parks, drives, avenues, lanes, ways, entrances and courts or other conveniences and privileges maintained thereon by the proprietor of Holiday Lake, subject to any and all regulations now or hereafter imposed." A part of one of those lots does not carry any rights, and when there are multiple owners of one of those lots, only one person may hold as owner "the right to the use of Holiday Lake, the parks, drives, avenues, lanes, ways, entrances and courts or other conveniences and privileges maintained thereon by the proprietor of Holiday Lake, subject to any and all regulations now or hereafter imposed." The Bylaws and other regulations of Holiday Lake Owners' Association, Inc., which are subject to change, provide additional details in this regard.

Lot owners and potential lot owners are advised to familiarize themselves with the Bylaws, resolutions, rules, regulations and other policy statements in force and effect at the time they acquire an interest in any platted lot or lots contained in any Holiday Lake subdivision noted above and thereafter maintain compliance with them as they exist or may be amended, altered or expanded from time to time.

2024 Rules and Regulations of Holiday Lake**DIVISION II
USE OF LAKE AND OTHER PROPERTY****A. Water Use Rules**

1. These rules and regulations control Holiday Lake and all other bodies of water at the Holiday Lake Subdivision. Watercraft includes all powered or non-powered vessels, ships, boats, canoes, sailboats, rowboats, trolling boats, pontoon boats, paddle boats, kayaks, jet skis, wind surfers, paddle boards or other devices for water transport. Watercraft does not include skis, surfboards or inflatables. The maximum permitted length for Watercraft other than pontoon boats used on Holiday Lake is twenty-one (21) feet. The maximum length for pontoon boats used on Holiday Lake is twenty-four (24) feet. Longer boats purchased prior to December 8, 2011, registered at the Holiday Lake Office and permitted to operate on the lake in calendar year 2011 shall be permitted so long as the boat is continuously registered each year thereafter by the same lot owner. In no case shall a lot owner be allowed to substitute a permitted, over-sized boat with another over-sized boat. A new owner of a previously permitted, over-sized boat shall not be allowed to register the boat for use on Holiday Lake.

2. Jet ski hours are 8:00 AM to 8:00 PM Monday through Saturday and 8:00 AM to 2:00 PM on Sundays and holidays. Jet skis are allowed after 8:00 PM with no wake. No jet skis are allowed after sunset.

3. Watercraft must follow a course with the shoreline always to the driver's right (Counterclockwise).

4. Floatation devices are required as follows:

- a. All Watercraft must have at least one United States Coast Guard (USCG)-approved Type I, II, III, or V life jacket for each person on board.
- b. One USCG-approved throwable flotation device must be on board vessels 16 feet or longer, except canoes or kayaks.
- c. **Children Must Wear Life Jackets:** While underway on a Watercraft, a child under 13 years old must wear a USCG-approved life jacket unless the child is below deck or in an enclosed cabin.
- d. Each person on board a personal watercraft (PWC) such as jet skis or being towed behind a vessel on water skis or similar devices must wear a USCG-approved Type I, II, III, or V life jacket. Inflatable life jackets are not approved for persons on PWCs or being towed. Windsurfers are not required to wear a life jacket.

5. Dropping a ski is not permitted unless arrangements are made for the ski to be immediately picked up.

6. Skiing hours are from 8:00 AM to 8:00 PM or sunset, whichever is earlier.

7. Boats pulling skiers are permitted a 50-foot buffer zone directly behind the buoys for getting skiers up or dropping skiers down. No skiing to and from docks.

8. Every motorized watercraft towing a person(s) skiing, tubing, kneed boarding or wake boarding, must have on board, in addition to the operator, a responsible person, **at least 13 years old**, in a position to observe the progress of the person(s) being towed.

9. When a person has fallen off any object or device that is being towed or ridden on, they must hold one ski up or one arm up so that Watercraft can see them, and the spotter must hold up an **ORANGE FLAG AND WAVE IT**. The size of the orange flag must be a minimum of 40 square inches.

10. No wake is allowed between 8:00 PM and 8:00 AM. (This includes people fishing.)

11. Boats will maintain a distance of 100 feet from the beach unless approaching a boat ramp situated near the beach. Speed limit is 5 miles per hour when within 100 feet of any boat ramp or beach.
12. Sailboats or any non-powered watercraft have the right-of-way at all times.
13. Only electric trolling motors are allowed on Andy's Fish Lake and Bozo Lake.
14. All motorized boats shall at all times be equipped with an underwater exhaust system in good working order and in constant operation.
15. No Guest watercraft of any kind is allowed and only two motorized Watercraft per lot owner are permitted on the lake at any time.
16. **Persons under 12 years of age** may operate a vessel propelled by a motor of more than 10 horsepower, including a personal watercraft, only if they are accompanied on board by a responsible person who is at least 18 years old and experienced in operating the vessel.
17. **Persons 12 years of age or older but younger than 18 years of age** may operate a vessel propelled by a motor of more than 10 horsepower, including a personal watercraft, only if he or she:
 - Has successfully completed a boater education course approved by the Iowa Department of Natural Resources **or**
 - Is accompanied on board by a responsible person who is at least 18 years old and experienced in operating the vessel.

Persons required to have successfully completed a boater education course must provide a copy to the Association at its Lake Office and carry their boater education certificate on board so it is available upon request by Association staff.

18. The regulations in the Code of Iowa and the Iowa Administrative Code shall govern the use of the lakes within the Holiday Lake Subdivision, and to the extent such laws are more restrictive, they shall supersede and replace any rule set out herein.

19. No wake is permitted if there is a **RED FLAG** on the dam, north boat ramp or south boat ramp. This is normally due to high water. If there is a **BLACK FLAG** on the dam, north boat ramp or south boat ramp, no motorized Watercrafts are allowed on the lake due to extremely high water. If there is a **YELLOW FLAG** on the dam, north boat ramp or south boat ramp, Holiday Lake is experiencing high levels of bacteria and recommends not engaging in water activities.

20. Any fishing open water and/or ice whether from water craft and/or shoreline and/or dock(s) is only by Lot Owner(s)/immediate family and their guests being accompanied by Lot Owner(s) / immediate family in good standing.

Before ice fishing, Association Member must first secure one (1) permit with one (1) free sticker from the Lake Office during normal business hours and attach the sticker to a bucket. The bucket with attached sticker must be kept beside Association Member when ice fishing.

Catch inspection may be done by individual(s) designated by the Association's Board of Directors.

Corporate assessments and loss of fishing privileges may occur if there is a violation of the daily catch or size limit or if there is a refusal for catch inspection to occur.

Guest(s) violating fishing regulation(s) could lose guest privileges at Holiday Lake.

21. Only the Association is allowed to place fish structures in the waters of the Holiday Lake Subdivision.
22. Violation of any of these rules may result in the violator and/or the owner of the Watercraft incurring a corporate assessment and/or loss of Watercraft registrations and all privileges attached to them.

B. Roads and Other Areas

1. For the purpose of these rules and regulations, "Motor Vehicles" include passenger cars, trucks, motor homes, street-legal motorcycles, and construction and maintenance vehicles. "Land Crafts" include all motorized vehicles other than Motor Vehicles and specifically include, without limitation, nonstreet-legal motorcycles, mopeds, mini bikes, ATV's (3 & 4) wheelers, snowmobiles, golf carts and go-carts.

2. The minimum age for operating Land Craft anywhere within the Holiday Lake Subdivision, including without limitation the roads and commons (Holiday Lake Property), shall be fourteen (14) years of age, unless a higher age is required by law or recommended by the manufacturer of the Land Craft. Clarification: Anyone driving a cart that is under fourteen (14) years of age MUST be accompanied by a responsible adult over the age of eighteen (18) sitting on the passenger seat next to the driver.

3. Anyone who operates a Land Craft on Holiday Lake Property or owns a Land Craft operated on Holiday Lake Property is on notice that such operation is inherently dangerous and the operator (or the parent/guardian of a minor operator) and the Land Craft owner assume liability for any injury or damage caused or incurred by such operation and agree to hold the Association; its board, employees and members; and their families and heirs (Absolved Individuals) free from any liability, including attorney fees, for such injury or damage caused by or incurred as a result of such operation and shall indemnify the Absolved Individuals.

4. The speed limit on Holiday Lake Property is twenty-five (25) miles per hour or such lower limit as is required to safely use such roads after taking into account the sight distance, road conditions, oncoming traffic, pedestrians, lake occupants and the nature of the Motor Vehicle or Land Craft being operated.

5. All traffic signs shall be obeyed.

6. Reckless driving, including spinning donuts and tearing up roads, may be harmful to property or persons and is not permitted on Holiday Lake Property.

7. All Land Craft must have an orange flag mounted on the craft. The flag must extend not less than one foot above the highest point of the vehicle, including person(s) in/on the vehicle. The size of the flag must be a minimum of 40 square inches.

8. After 10:00 PM and before 8:00 AM, loud Land Craft and Motor Vehicles are not allowed. At all times, Land Craft and Motor Vehicles shall have operating mufflers.

9. All Motor Vehicles and Land Craft must have working headlights and taillights after dark.

10. Motor vehicles and/or Land Craft are not permitted on the playground, park grounds, picnic area, beach or dam. Motor vehicles and/or Land Craft shall be confined to the roads with parking only in designated areas at camping sites, parks, and beach.

For the safety of road maintenance, emergency equipment and lot owner's vehicles, trailers, etc. are to be parked off the roadways as much as possible.

11. The statutory and case law in Iowa for motor vehicle traffic, when not in conflict with the above, shall govern the use of road at Holiday Lake. In case of conflict, Iowa law shall govern, unless the Association's rules and regulations are more restrictive and permitted by law.

12. No guest Land Craft of any kind is allowed on Holiday Lake Property.

13. Violation of any of these rules may result in the violator and/or the owner of the Motor Vehicle or Land Craft incurring a corporate assessment and/or loss of Motor Vehicle and Land Craft registrations and all privileges attached to them.

14. Freewheeling, coasting or placing any motorized recreational vehicle in neutral is not permitted within the Holiday Lake Subdivision.

C. Registration Permits & Guest Passes

1. Only registered Watercrafts displaying current and correct Holiday Lake Stickers are permitted on the waters of the Holiday Lake Subdivision, and only registered Motor Vehicles and Land Crafts displaying current and correct Holiday Lake Stickers are permitted on the common areas of the Holiday Lake Subdivision.

- a. Watercraft must display stickers on **both** sides of the Watercraft. Stickers must be permanently applied prior to launching of watercraft on the lakes of Holiday Lake Subdivision. (Please peel off any visible old stickers.)
- b. Land Craft must display stickers on two sides of vehicle (front and back or two sides) and must be permanently applied prior to use on Lake Property. (Please peel off any visible old stickers.)
- c. Motor Vehicles must display stickers on the lower driver's side windshield at all times during use on Lake Property. (Please peel off any visible old stickers.) Current Proof of ownership, along with the year, make/model, and license plate number for each Motor Vehicle, must be provided before a sticker will be issued. Acceptable proof of ownership is any of the following: current copy of vehicle registration; copy of title; or current copy of insurance binder with lot owner's name and each vehicle listed.
- d. In all cases the present year's sticker(s) must be displayed no later than May 1.

2. All Watercrafts used on the waters of the Holiday Lake Subdivision and all Land Crafts and Motor Vehicles used on Holiday Lake Property must be registered at the Holiday Lake Office. No registration from non-lot owners will be accepted. Lot Owners may not accomplish registration or receive stickers before compliance with all requirements below.

- a. To receive stickers, owner of Watercrafts, Land Crafts and Motor Vehicles must be a Lot Owner with all annual maintenance fees and all assessments paid in full.
- b. Completion of an appropriate registration form approved by the Board of Directors.
- c. In the case of motorized Watercraft or Land Craft, current proof of liability insurance covering the motorized Watercraft or Land Craft for all operators. The following information is required as part of the current proof of liability insurance for each Watercraft and Land Craft:
 1. Year
 2. Make & Model
 3. Expiration date of policy
 4. Lot owner's name as insured
- d. An agreement must be signed in conformance with the following:

i. WAIVER OF LIABILITY and AGREEMENT AS TO

INDEMNIFICATION & ASSESSMENTS: All persons who own any Watercraft or Land Craft (Recreational Vehicles) or Motor Vehicles must waive liability, absolving the Association; its board, employees and members; and their families and heirs (Absolved Individuals), of any demand, claims, actions, causes of action, losses, damages, liabilities, liens, judgments, costs and expenses of every type and nature including, without limitation, reasonable attorneys' fees and expert witness fees actually incurred or to be incurred (collectively, "Claims") arising from or caused by the operation of any of their Recreational Vehicles or Motor Vehicles at the Holiday Lake Subdivision,

including without limitation roads, commons and lakes. In addition, all persons who own any Recreational Vehicles or Motor Vehicles must agree to hold the Absolved Individuals free from and to compensate them fully for any Claim relating in any way to the operation of their Recreational Vehicles or Motor Vehicles at the Holiday Lake Subdivision, including without limitation roads, commons and lakes. In addition, all persons who own any Recreational Vehicles or Motor Vehicles must agree to be financially responsible for any and all assessments incurred by any rule violations related to the use of their Recreational Vehicles or Motor Vehicles.

- e. Payment of a \$20 Registration Fee per Watercraft and per Land Craft per year. There is no Registration Fee for Motor Vehicles.
- 3. Guest Passes are available for Motor Vehicles belonging to Guests of Lot Owners under the following regulations:
 - a. Lot Owners may obtain a Guest Pass at the Holiday Lake Office during normal business hours.
 - b. Lot Owners must sign Guest Pass at the Holiday Lake Office.
 - c. Lot Owners are responsible for guests with Guest Pass.
 - d. A Guest Pass is valid for use at the common areas within the Holiday Lake Subdivision.
 - e. Visitors may park at the property of a Lot Owner they are visiting without a Guest Pass.
 - f. Guest Passes are only valid for the calendar year in which they are issued, so Lot Owners must obtain a new Guest Pass every year.
 - g. Guest Passes must be placed in the middle of the guest's dashboard and be visibly displayed at all times.
 - h. There is no charge to obtain a Guest Pass.
 - i. NOTE: Trespassing is a crime. Holiday Lake is a privately-owned lake for the use of its Lot Owners in good standing and their guests. Anyone parking in common areas of the Holiday Lake Subdivision is subject to criminal trespass charges being filed against them. Trespassing is a criminal offense per Section 716.7 of the Code of Iowa. Trespassers will be prosecuted.

D. Miscellaneous Rules

- 1. Anyone using the camping, picnic or common areas shall pick up all debris so that the area is left in as good or better condition than prior to use.
- 2. Use of an area by lot owners and guests shall not interfere with other occupant's use of the same or an adjoining area.
- 3. Fees for use of parks and common areas shall be collected and paid daily.
- 4. No dumping of human waste is allowed in the Holiday Lake Subdivision.
- 5. Excessive drinking and profanity are prohibited.
- 6. Use of guns and similar devices, including without limitation BB and pellet guns, sling shots, and bows and arrows are prohibited within the Holiday Lake Subdivision. The launching of any dangerous projectile within the Holiday Lake Subdivision is prohibited. Target practicing and projectile fireworks are also prohibited.
- 7. Lot Owners are responsible for the safety and actions of themselves and their children and guests.

8. Corporate assessments for violations of rules applicable to Land Crafts and Watercrafts under this Division II shall be in the amount of \$50. Thereafter, as to that same violation of rules relating to the same Land Craft or Watercraft during the same calendar year, the assessment shall be a compounded increase in the amount of \$25.

a. Corporate assessments regarding water craft and land craft sticker violations will result in the minimum assessment in the amount of \$150. Thereafter, as to the same violations during the same calendar year, the assessment shall be a compounded increase in the amount of \$50.

9. Holiday Lake will provide a compost pile during the summer for use by Association members only. Unless otherwise designated by the Board of Directors, normal hours for the compost pile shall be from 8:00 A.M. to 2:00 P.M. on Saturday's. Dates to be determined annually and/or as needed by the Holiday Lake Board of Directors. Signs may be posted at the entrance to the compost pile, and any special instructions contained on those signs shall be observed. Only biodegradable materials (kitchen and yard waste) from an Association member's lot may be deposited at the compost pile location. Branches must be no larger than 4 inches in diameter. Depositing any non-compliant materials at the compost pile location shall constitute a rule violation and be subject to a \$500 corporate assessment. The compost pile site will be monitored while open. When not open, the gate will be locked. Any use of the compost pile when the gate is locked shall constitute a rule violation and be subject to a \$500 corporate assessment.

10. A Lot Owner in good standing with the Association who has an operating septic system or holding tank on Holiday Lake property may make application in advance, using a form provided by Holiday Lake, to bring a self-contained portable toilet into the Holiday Lake Subdivision for the purposes of accommodating a large gathering. The portable toilet may only be placed on the lot having the working septic system or an adjoining lot also owned by the same lot owner. No portable toilet may be within the Holiday Lake Subdivision for longer than one week. A Lot Owner in good standing with the Association may make application in advance using a form provided by Holiday Lake, to bring a self-contained portable toilet into Powell Park for the purpose of accommodating a large gathering for duration not to exceed 3 days.

11. The Board of Directors of Holiday Lake Owners' Association, Inc. encourages all lot owners to resolve to treat other lot owners with respect. To that end, the Board resolves as follows:

a. As a courtesy to others, keep noise at a low volume whether at campsite, yard, dock, deck, Watercraft or Land Craft. Therefore, the following restrictions will apply at the Holiday Lake Subdivision:

Sunday – Thursday between the hours of 10:00 pm and 8:00 am loud noise volume level shall not be allowed.

Friday – Saturday and Holidays between the hours of 12:00 am (midnight) and 8:00 am loud noise volume shall not be allowed.

b. The common areas of the Holiday Lake include the roads, the beach, the boat docks, parking lots, Holiday Lake, Andy's Lake, Bozo Lake, the parks, and the compost pile.

c. Common areas are used by all, and all must respect the rights of others, as well as the posted hours.

d. Boaters must be observant of swimmers in the water and maintain control of their motorized Watercraft.

e. Anglers and boaters must respect lot owners getting boats out of lifts. Both need to stay alert to others using the waters.

f. Those using the roads need to be courteous and observe basic rules of the road.

g. When using the beach and restrooms, when putting in boats at the docks, when using the compost pile, and when using all other common areas, everyone must observe the rules and respect those areas so that others can also use them.

12. Disorderly Conduct: A person commits disorderly conduct when the person (lot owner, guest or family member of lot owner) does any of the following on the common grounds of the Holiday Lake Subdivision (Common grounds include common areas, including without limitation, roadways, parks, campground, beach, waterways and lakes and all property owned by the Association. Common buildings include the maintenance office and shop, community center, shelter house, bathhouse and all restrooms):

a. Engages in fighting or violent behavior on any common grounds or common building or in or near any assembly of persons.

b. Makes loud and raucous noise in the vicinity of any residence or common grounds or common buildings which causes unreasonable distress to the occupants thereof.

- c. Directs abusive epithets or makes any threatening gesture which the person knows or reasonably should know is likely to provoke a violent reaction by another.
- d. Without authority, the person disturbs any assembly or meeting of persons by conduct intended to disrupt the meeting or assembly.
- e. By words or action, initiates or circulates a report or warning of fire, epidemic, or other catastrophe, knowing such report to be false or such warning to be baseless.
- f. Without authority or justification, the person obstructs any street, sidewalk, highway, or other public way, with the intent to prevent or hinder its lawful use by others.

A violation of this rule will result in a corporate assessment of \$250.00 being assessed to the Holiday Lake lot owner. If the violator is a guest / family member of a Holiday Lake lot owner, a corporate assessment will be levied against the lot owner. The violator may be issued a no trespass notice from Holiday Lake, with this matter being referred to the Poweshiek County Sheriff's Office for further action.

13. Accidents must be reported within 24 hours to the Holiday Lake Office by those involved in the accident and by any Lot Owner whose guests or invitees have been involved in the accident.

E. Powell Park Shelter (located in Unit Five)

- 1. Use of Powell Park Shelter is for Lot Owners who are in good standing with all fees paid to current date and their guests. Powell Park Shelter will be reserved on a first come basis.
- 2. Powell Park Shelter is to be reserved in advance at the Lake Office during normal business hours.
- 3. Powell Park Shelter is open from 8:00 AM to 10:00 PM from Memorial Day to Labor Day and may be opened earlier or later in the season depending on the weather.
- 4. Vehicles are not allowed in Powell Park except to load and unload supplies and provide transportation for those unable to walk to and from the Powell Park Shelter. Vehicles must be removed in-between times.
- 5. No fires are allowed in Powell Park.
- 6. Person(s) using the Powell Park Shelter shall provide trash receptacles and shall remove the trash receptacles when leaving the Shelter.
- 7. Person(s) using the Powell Park Shelter area is responsible for clean up afterwards.
- 8. Association personnel will lock the restroom and turn off the electricity at 10:00 PM unless other arrangements have been made in advance.
- 9. A \$50.00 deposit is due when Powell Park Shelter is reserved. It will be refunded after the event has taken place and the shelter and surrounding area have been cleaned to the Association's specifications as determined by its maintenance personnel.

F. West Ryan Park for camping (located in Unit Four)

- 1. Camping in the Holiday Lake Subdivision is allowed only in West Ryan Park from Memorial Day to Labor Day. The length of a camping stay is limited to fourteen days. Campers must then vacate the campground and may not return to the same campground for three nights.
- 2. Camping is permitted only for Lot Owners (and their guests) who are in good standing with all fees paid to date.
- 3. Camping spots are on a first come basis. No reservation of any kind (i.e. sign posting, camper parking, etc.) is allowed.

4. 30 AMP Electric hook ups are available on a first come basis and are not intended for large camping units with air conditioners.
5. Water is available at West Ryan Park for drinking but may not be used to refill campers.
6. Cost for camping is \$15.00 per night per enclosure, including campers or tents, and is not based on number of individuals involved, to be paid to the Association. Campground personnel will collect the money or it may be paid at the Lake Office during normal business hours. Campers/tents will be charged \$15.00 per night even if unoccupied.
7. Dumping of porta potties or foreign material in the restrooms is not permitted.
8. Cleaning of fish or dumping remains in the sinks is not permitted.
9. Picnic tables are not to be removed from West Ryan's Park without prior permission from the Lake Office and may not be taken on holiday weekends, e.g., Memorial Day, Fourth of July and Labor Day.

G. Holiday Lake Community Center (located in Unit Six)

1. Use of Holiday Lake Community Center (HLCC) is for Lot Owners who are in good standing with all fees paid to current date and their guests.
2. HLCC should be reserved in advance at the Holiday Lake Office during normal business hours. HLCC will be reserved on a first come basis.
3. Private parties (rental) are subject to deposit and rental fees as well as proof of liability insurance per the Holiday Lake Community Center Reservation / Rental Agreement.
4. Events open to all Holiday Lake lot owners (lake-wide) and approved by the Holiday Lake Board of Directors are not subject to fees. Event will be advertised via Holiday Lake E-mail, fliers, posters and Holiday Lake web-site.
5. Preference will be given to rental reservations made 45 days prior to the scheduling of a lake-wide event, with all fees paid at time of reservation.
6. Holiday Lake annual events, approved by the Holiday Lake Board of Directors, will get first consideration.
7. In consideration of neighboring Holiday Lake property owners, HLCC may be used until midnight the day of the reservation. Any music and/or sound system must be turned off by midnight.
8. HLCC must be left in the same condition as before use, by following the specific clean-up guidelines.
9. HLCC must be vacated by 1:00 A.M. unless other arrangements have been made in advance.
10. Rules for use of the HLCC are outlined in the Holiday Lake Community Center Reservation / Rental Agreement.

H. Holiday Lake Subdivision Beach Rules

1. Use of the Beach Area and swimming are for Holiday Lake Lot Owners in good standing and their guests only.
2. Unaccompanied guests must have a current Guest Pass displayed in vehicle.
3. No pets in swimming area, except for a service animal as defined under the Americans with Disability Act. For health reasons, no pets are allowed in the water.

4. No glass or bottles in swimming area.
5. No fires in the beach area are allowed.
6. There is no lifeguard on duty.
7. Swim at your own risk.
8. Non swimmer must be accompanied by a swimmer.
9. Swimming is allowed in roped off area only.
10. No vehicles allowed on grass areas or beach.
11. Trespassers will be prosecuted.

I. Holiday Lake Subdivision Camper Rules

Consistent with paragraph 4 of the 1992 Covenant Changes, permanent year-round residents of Holiday Lake will be permitted to store campers owned by them and for their own use on their respective properties all year. Effective September 1, 2021, all other Lot Owners who bring campers into the Holiday Lake Subdivision before April 1, or leave them after October 31, will be issued a \$250.00 corporate assessment if bringing a camper in before April 1 or not removing before November 1. The assessment will increase by \$50 every month thereafter.

J. Special Use Rights

The following resolutions control the nature and issuance of Special Use Rights under Section 5 of Article IV of the Bylaws of the Association.

*Resolutions of Holiday Lake Owners' Association, Inc.,
Board of Directors*

WHEREAS the Board of Directors wishes to simplify the portion of its Resolutions of August 10, 2017, dealing specifically with special use rights, and to clarify how normal use rights and special use rights relate to an owner's spouse and children;

WHEREAS within the Resolution of August 10, 2017, the Board of Directors clarified that a "Lot" shall mean only those whole Lots appearing of record in connection with the filing of the original covenants, namely those appearing in Plat Book D at Page 409; Plat Book D at Page 415; Plat Book D at page 438; Plat Book E at Page 23; Plat Book D at Page 453; and Plat Book E at Page 29 of the Records of the Poweshiek County Recorder and shall not mean a fraction or part of one of those Lots and such clarification shall continue to control within the following resolutions.

IT IS RESOLVED, that there is one normal Use Right per Lot, which belongs to the individual who has the right to vote for that Lot. That person's spouse and children under 21 years of age share in the privileges of the normal Use Right.

IT IS FURTHER RESOLVED, that a person who (1) owns a Fractional Lot or owns a partial interest in a Lot and (2) holds no normal Use Right by virtue of holding the right to vote for a Lot, may purchase a Special Use Right for the same amount as the per lot maintenance fee for that year. (Within these Resolutions, a "Fractional Lot" is a portion of a Lot, for example, half of a Lot, and a "partial interest in a Lot" would occur when joint tenants, tenants in common or an entity with multiple owners owns a Lot.)

IT IS FURTHER RESOLVED, that contained within a Special Use Right are the following rights:

- 1) Right to register motor vehicles, Land Craft and Watercraft.
- 2) Right to have no more than two Motorized Watercraft on the Lake at one time.
- 3) Right to register for ice fishing.
- 4) Right to reserve the Holiday Lake Powell Park Shelter.
- 5) Right to reserve and rent the Holiday Lake Community Center.
- 6) Right to use Holiday Lake properties in the manner permitted for those holding normal Use Rights.
- 7) Such other rights the Board of Directors may determine are appropriate to provide if requested.

A person's spouse and children under 21 years of age will share in the privileges of a Special Use Right held by that person.

IT IS FURTHER RESOLVED, that payment for a Special Use Right may occur on or after March 1 of each year when the maintenance fee for that year has been established and shall expire on April 30 or the first business day thereafter of the following year. The maximum number of Special Use Rights that may be issued in connection to any one Lot is four (4). In the case when a Lot has been divided into Fractional Lots, the four (4) Special Use Rights shall be divided evenly between the Fractional Lots or in such manner as determined by the Board. Prior to issuing Special Use Rights connected to ownership of a partial interest in a Lot or ownership of a Fractional Lot, the Association through its Board of Directors may require that the normal maintenance fee and supplemental fee associated with the related Lot be paid in full.

IT IS FURTHER RESOLVED, that because it is not the intent of the covenants that Lots be divided into Fractional Lots and use rights thereby secured, the following provisions shall apply as to Fractional Lots:

1. *Special Use Rights connected with an individual's ownership of a Fractional Lot must be maintained with timely payment on or before June 30 of each year, including the year of 2020, or they will permanently expire. The Association need not provide any notice or reminder of the right to acquire a Special Use Right or the fact that failure to acquire a Special Use Right as to ownership of a Fractional Lot in a timely manner will result in loss of the ability to acquire Special Use Rights in the future as to that ownership of a Fractional Lot.*
2. *No transfer of a Fractional Lot or transfer of ownership interests of an entity owning a Fractional Lot occurring after March 1, 2020, shall carry with it the right to purchase Special Use Rights.*
3. *Unless otherwise determined by the Board, only those Fractional Lot owners who acquired special use rights in 2018 pursuant to the Resolution of August 10, 2017, will be permitted to apply for Special Use Rights in 2020 and thereafter.*

IT IS FURTHER RESOLVED, that the Board reserves the option to consider and accommodate a request for issuance of a Special Use Right in a situation that presents issues or facts not anticipated herein.

IT IS FURTHER RESOLVED, that a \$250.00 corporate assessment may be imposed on anyone owning a full or partial interest in a Lot or owning a full or partial interest in a Fractional Lot and not holding a valid and fully paid-up normal Use Right or Special Use Right if they, their spouse or children under age 21 use a privilege that is reserved to those holding normal Use Rights or Special Use Rights. The corporate assessment may be imposed as to each incident, which may occur multiple times on the same day.

**2024 Rules and Regulations of Holiday Lake DIVISION III
BUILDING REGULATIONS**

The Association declares the following to be its "Building Regulations" with reference to the regulation of the planning, design, and constructing of all buildings and/or exterior property alterations or improvements within the Holiday Lake Subdivision.

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A. GENERAL PROVISIONS

Requirements/Corporate Assessment

Before beginning any exterior construction on any new or existing building of any type, any landscaping that alters terrain or eliminates trees of more than 4 inches in diameter, any fencing or building of walls, any significant ground surface changes (such as cementing an area that was gravel or soil), septic changes or additions (including holding tanks), culverts, or any construction or alteration of a driveway within the Holiday Lake Subdivision, the following items, as applicable, must be completed as to the anticipated work. Also see Approved Building Structures below.

1. Obtain a building permit (if applicable) from Poweshiek County and attach the permit to the Association's Building Permit Application Cover Sheet (Form #7) and submit it to the Association's Board of Directors via mail, email, or hand delivery.
2. Provide a drawing or sketch to the Association. The drawing or sketch must include the size of the improvement, type of improvement, and details describing the scope of work. The drawing must include reference and distance to property lines from such improvements. Additional drawings, blueprints, and descriptions may be required by the Association.
3. Septic Changes / Additions: Provide a copy of approved Poweshiek County Board of Health Application for permit to construct, reconstruct or alter a private sewage disposal system. Placement of septic must be on the drawing or sketch, with lot lines identified and referenced with distances.
4. Establish lot lines (locate, identify, and mark with flags or stakes) and maintain five (5) feet from back and side certified survey lot lines and from water. A set-back of 10 feet is required from the front/road certified survey lot line. Overhangs may intrude into the set-back area no more than 36 inches.

5. The Holiday Lake Board of Directors must pre-approve the construction site and building plans, which must be submitted with the Building Permit Application Cover Sheet (Form #7). The Application must be completed and signed by the Holiday Lake Board of Directors. If the standards set forth within this Division III are not fully complied with, construction may be stopped at the discretion of the Board of Directors until compliance occurs. The Board may seek assistance in the form of injunctive relief from the Iowa District Court of Poweshiek County to halt construction in those circumstances.

6. Lot Owners are responsible for restoring the roads to their prior condition if damaged in any way during construction. If there is a failure to comply with this requirement, then in addition to bearing the cost of any remedial action taken by the Association, a Corporate Assessment may be imposed on the Lot Owner for each day the road remains unrestored.

7. A Corporate Assessment in the amount of \$250.00 may be applied to the Lot Owner's account if construction is started without pre-approval by the Holiday Lake Board of Director using the format of the Building Permit Application Cover Sheet.

8. During construction, an emergency sign or house number with unit and lot number shall be visibly posted to facilitate deliveries and inspections.

Association Building Committee

In order to expedite its processing of Building Permit Applications, the Board may create an Association Building Committee. The Committee does not possess the right to exercise any powers of the board, however, it may advise the board as contemplated within Iowa Code Section 504.826(7). It may involve itself in any of the following functions:

1. Review, evaluate, and recommend approval or rejection of all proposed building plans, design, and construction of all buildings and/or property improvements within the Holiday Lake Subdivision.

2. Establish, maintain, and preserve guidelines and standards for the planning, design and construction of all buildings and/or property improvements within the Holiday Lake Subdivision, subject to approval by the Board.

3. Periodically inspect building construction for compliance with the Association Building Regulations and applicable Deed Restrictions and report its finding to the Board.

4. Inform the Association Board of Directors of any violations of the said regulations and restrictions.

5. The Building Committee shall include a minimum of two (2) members in good standing of the Board of Directors.

6. At least one (1) member of the Building Committee should possess knowledge and/or experience in all, or substantially all aspects of residential construction.

7. The Building Committee shall report and be directly responsible to the Association Board of Directors and shall serve at the pleasure of the Association Board of Directors.

8. The Building Committee shall examine and present each application to the Board for approval or disapproval and shall provide its recommendation.

9. Building plans and all permit applications and applicable Poweshiek County permits must be presented to the Building Committee for review and must be approved by the Board before construction begins.

10. The time limit for examining plans by the Building Committee members should be two (2) weeks from submission, although the two (2) week time limit is not mandatory, and failure of the Building Committee to act within two weeks does not in any way alter the requirement of approval by the Board of Directors or any other rights of the Association. The property owner will be notified by the Building Committee if the submitted plans require

corrections or additions prior to submittal to the Board of Directors for consideration of approval or rejection. The reasons for requiring corrections or additions should be noted by the Commission and provided to the submitter of plans so the submitter is better able to make the corrections or additions. If the committee fails to respond to the submitter within the two (2) week time limit or to submit the application to the Board of Directors with a recommendation for approval or disapproval within the two (2) weeks, then the submitter may petition the Board of Directors to review the matter and make a determination. Such petition should include a statement setting forth in detail what was submitted to the Building Committee and when it was submitted. The Board may decide the matter or resubmit it to the Building Committee with instructions.

Plans & Drawings

1. One (1) copy of plans and drawings shall be drawn to scale and illustrate all dimensions, heights, wall thickness, etc., and must be accurate and complete.
2. Drawings shall include elevations of all sides, floor plans of all levels and construction details such as footer, trusses and wall sections.
3. A plot plan drawn to scale shall be provided. It shall show the placement and dimensions of the proposed structure and any existing structures including overhangs, rakes and any other projections. Also dimensions of driveway must be shown. Certification of survey is recommended and is the responsibility of property owner to have it accompany the above.

Permits

1. The Lot Owner shall obtain an Association building permit in conjunction with the receipt of approved plans. Any permit issued for any project will require signatures of the Building Committee members.
2. A permit shall be required for all new, add-on or replacement structures erected upon or moved to Holiday Lake Subdivision.
3. A permit is also required for all structures that are defined as a shed, whether the shed is a portable structure on skids or a permanent structure.
4. Applicable Permits, for new or replacement construction are non-transferable.
5. Building approval shall be issued only upon full compliance and satisfaction of all the following requirements:
 - a. Written approval of all plans and specification from the Building Committee, and
 - b. A permit from Poweshiek County Sanitation Department for installation of suitable septic system, see Division F, Septic, and;
 - c. A Building permit (if required) from Poweshiek County has been obtained.
6. No application for building approval shall be considered or granted until the owner has paid in full all dues and assessments owed to the Association on any lots owned in the Holiday Lake Subdivision. If such approval is granted and the owner's dues and assessments become delinquent during the construction, legal action may be taken.
7. A Corporate Assessment in the amount of \$250.00 may be applied to the association members account if construction is started without Holiday Lake Board pre-approval. This is reviewed on a case-by-case basis after meeting and speaking with lot owner to establish their intentions.

Definitions

1. Living Space – Finished living area, exclusive of garage, open porches, decks and patios, obtained by measuring inside dimensions from one exterior wall to the opposite exterior wall. A Living Space must have walls, roof and a concrete foundation and must adhere to the rules regarding siding and other regulations concerning residential buildings. An enclosed porch that complies with the forgoing may be included as Living Space.

2. Sheds – Any structure for storage, cannot include privies such as portable toilet or water.
3. Road right-of-way – The side or sides of the road right-of-way is bounded by the property line/lot survey stakes adjacent to the road right-of-way. The road right-of-way is 40 feet wide.
4. Unsafe Buildings – All buildings or structures which are structurally unsafe or not provided with adequate egress, or which constitutes a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, as specified in this regulation or any other effective rules, are, for the purpose of this division, unsafe buildings.
5. Manufactured Home – Means a factory-built structure built under authority of 42 U.S.C section 5403, that is required by federal law to display a seal from the United States Department of Housing and Urban Development, and was constructed on or after June 15, 1976.
6. Modular Home – Means a factory-built structure which is manufactured to be used as a place of human habitation, is constructed to comply with the Iowa state building code for modular factory-built structures, and must display the seal issued by the State Building Code Commissioner.
7. Building Lines – A line set-back five (5) feet from the back and side certified survey lot lines and a line set-back ten (10) feet from the front/road certified lot lines.

Approved Building Structures

1. Before commencing any building activity, the plans for any of the following structures, whether they are to be built as new, altered or expanded, must be presented to the Building Committee and approved by the Board of Directors:
 - a. Single Family House
 - b. Garage
 - c. Sheds
 - d. Room Additions
 - e. Porch, Patio or Deck
 - f. Swimming Pools
 - g. Boat Dock, Lifts and Shelters
 - h. Shoreline Protection
 - i. Dredging and Silt Removal
 - j. Driveway culverts, Drainage Tiles and Ditch Fills
 - k. Landscaping that alters the terrain and alteration of ground surface, e.g., paving
 - l. Fencing
 - m. Solar Panels
 - n. Gazebos
2. Other structures of any type, which includes, without limitation, any structures with footer and/or any mechanics applied to it, shall be presented to the Building Committee for review and to the Board of Directors for approval.
3. Multi-family housing (i.e. Townhouses, Condo's and etc.) is prohibited.
4. The Living Space of any residential building must have a ground floor area of not less than 550 square feet.

B. STANDARDS OF CONSTRUCTION FOR SINGLE FAMILY HOUSING**State Building Codes**

All applicable State of Iowa Building Codes shall be adhered to in all construction at Holiday Lake Subdivision.

Poweshiek County Building Codes

All applicable Poweshiek County Building Codes and Holiday Lake Building Regulations shall be adhered to in all construction at Holiday Lake Subdivision including inspection and permits.

General Requirements

1. All trenches, forms, posts, or columns for house construction with attached garage are to be in accordance with National Building Codes.
2. All footings and foundations shall be placed within the building lines of the certified survey lot lines.

Footings

1. All footings shall bear on undisturbed soil and be designed to distribute sufficiently the superimposed load to the particular type of soil upon which they bear.
2. Where soil conditions prevent sharp cut trenches for footings, side forms shall be used.
3. The minimum dimension of footings shall be as follows:
 - a. Footings shall not be less than eight (8) inches thick.
 - b. Footings shall not be less than 42 inches below the final grade level.
 - c. Footings are required under load bearing interior walls. Interior wall footings must not be less than eight (8) inches wide and 10 inches deep into the soil.
 - d. All footings shall be adequately reinforced where they cross and bear on filled trenches or other similar disturbed soil conditions.

Foundation

1. Wood perimeter foundations will be allowed providing they meet or exceed requirements set forth in the American Plywood Association guide for all weather Wood Foundations.
2. The foundation wall thickness shall not be less than that of the wall supported.

Rough Framing of Interior/Exterior Walls

All framing shall be in accordance with the Poweshiek County Building Codes or the State of Iowa Building Codes.

Roof

1. Fiberglass panels are prohibited.
2. Chimney(s) shall extend at least two (2) feet above the highest ridge of the roof.
3. Roofs shall adhere to Poweshiek County Building Codes or State of Iowa Building Codes as

determined by the Building Committee subject to review and final approval by the Board of Directors.

4. Overhangs may not encroach more than 36 inches over the set-back area.

Exterior Finish

Exterior finish/siding on new construction may be wood, brick, brick veneer, stone, aluminum, vinyl siding, ribbed metal siding, steel lap siding or cement board is acceptable. Exterior finish/siding on an addition shall conform to the existing siding unless said siding is in poor condition.

Windows

Windows shall comply with State of Iowa Building Codes.

Electrical

Electrical wiring shall be in accordance with National Electrical Wiring Codes.

Plumbing

Plumbing shall be in accordance with National Plumbing Requirements.

C. MODULAR HOMES

All rules in this section are in addition to the other regulations set forth herein.

General Requirements

1. The foundation must be completed and inspected prior to delivery of the unit.
2. A copy of the purchase specification and state certificate must accompany the Association building permit application.
3. All modular homes must be approved by the Association assigned Building Committee member.
4. Modular homes are not allowed to enter the Holiday Lake Subdivision if the above conditions are not met.

Prohibited Homes

1. Sectional/Manufactured Homes or housing units with axels (i.e.: mobile homes), trailer or similar type structures are prohibited. Other units with attached Steel Frame or Steel Substructure within the Holiday Lake Subdivision will be individually reviewed on a case-by-case scenario, based on drawings and specifications provided to Holiday Lake Board of Directors/Building Committee, and will require pre-approval of the Holiday Lake Board of Directors before construction may commence.

Existing Sectional/Manufactured Homes

1. Existing sectional/manufactured homes and other structures that do not meet current Association Building Regulations, and were granted variance by the Board of Directors or other agent of Association are considered to be "grandfathered" as of January 1, 2007.

2. Existing sectional/manufactured homes and other structures that do not meet current Association Building Regulations, and that were never granted variances or permits by Association Board of Directors or other agent of Association are considered in violation of the Association Building Regulations and are subject to Association action at any time.

3. All "grandfathered" structures shall not be moved from their present location or lot, except for their removal from the Holiday Lake Subdivision.

4. Any attempt to move or relocate grandfathered structures or buildings will automatically void their status under grandfather privileges and the property owner will be required to remove the structure from the Holiday Lake Subdivision within a time period to be specified by the Board of Directors.

5. Grandfathered structures must be maintained and repaired to their original specifications or appearance, or improved upon by the property owners.

6. Any property owner who refuses to, or who ignores a notice to dismantle and remove unauthorized buildings or structures, shall be considered to be in violation of the Association Building Regulations and will be subject to further Association action at any time. If the Association must dismantle and remove an unauthorized building or structure, costs will be assessed to the Lot Owner.

7. Grandfather variance does not extend to any replacement structures for any reasons.

D. DOCKS, SHORELINE PROTECTION, DRAINAGE AREAS, AND SILT REMOVAL

General Requirements

Plans will be reviewed by the Building Committee and submitted with a recommendation to the Board of Directors for approval or disapproval.

Shoreline Protections

Plans submitted for seawalls, rip rap, and other shoreline protections shall describe the same, show dimensions, placement on lot, and final grade. Erosion barriers shall be required.

Docks & Boat Lifts

1. The maximum length for docks and boat lifts shall not exceed 30 feet from the shoreline to the end of the dock or boat lift, except that docks and boat lifts exceeding this length and already in existence as of February 9, 2012, are permitted to continue until such time when they undergo a major renovation, when they must come into compliance with the length restriction stated herein.

2. Nothing shall extend from the dock or boat lift into the water beyond the maximum 30-foot length permitted for a dock or boat lift, which means that a watercraft moored to the dock or boat lift may not project past the dock or boat lift so as to exceed the maximum dock length.

3. Docks, boats and boat lifts must sit within the extended line of the property lines of the Lot Owner's lot.

4. Docks and boat lifts may not cover more than 1/3 of the width of a cove. A clear waterway of at least a 12-foot width must be maintained between the docks and boat lifts for boats to enter and exit a cove.

5. Docks are not to be used to store fuel or other hazardous chemicals. Precautions must be taken to prevent these hazards from entering the lake water. The adequacy of the precautions will be determined by Building Committee subject to approval by the Board of Directors.

6. Any major renovation or building of a new dock or boat lift requires that the Lot Owner first contact the Holiday Lake Office to submit plans and obtain a building permit.

a. Plans shall show dimensions, materials, and placement on lot to the satisfaction of the Building Committee.

b. NO CONSTRUCTION OR RENOVATION SHALL OCCUR WITHOUT A PREVIOUSLY ISSUED BUILDING PERMIT.

c. Failure to obtain a building permit prior to commencing construction will result in a corporate assessment of \$250.

7. If a vendor watercraft is used on Holiday Lake they must comply with Section B i-v to install a new / repair / replace a dock, and or lift, shoreline repair, any type of boat repairs / maintenance, material deliveries, etc.

A. Holiday Lake Lot Owner must provide the following to the Holiday Lake Office prior to work beginning:

- i. Completed building permit is required for any work to be done to install a new / repair / replace a dock, and/or lift, shoreline repair, material deliveries.
- ii. Your name and address of where work will be done.
- iii. Vendor name.
- iv. Date of vendor list.

Failure for lot owners to comply with the above rules will result in a corporate assessment of \$250.00.

B. Any Vendor doing work on Holiday Lake waters, including any type of boat repairs/maintenance:

- i. Vendor must provide their own equipment which will be inspected prior to entering the waters of Holiday Lake.
- ii. Vendor must provide proof of liability insurance each time, unless valid proof of insurance is on file with the Holiday Lake business office.
- iii. Vendor is required to check work crew and watercraft in at Holiday Lake Office or designated authorized place before entering Holiday Lake waters. If vendor does work when office is closed, arrangements must be made with maintenance/board member personnel citing date work to be performed, lot owners(s) name and address where service is required.
- iv. Vendor must complete the vendor form and receive a vendor pass to place in vehicle while conducting business at Holiday Lake prior to starting said work.
- v. Watercraft must be INSPECTED BY HOLIDAY LAKE EMPLOYEE/BOARD MEMBER BEFORE ENTERING HOLIDAY LAKE WATERS.
 1. Watercraft will be inspected for BUT not limited to – oil/gas leaks, vegetation, algae, mussels, and any growth on watercraft, pontoon floats, equipment, and materials that will be used or installed in our waters.
- vi. No vendor signs will be allowed on common ground property.

Failure for vendors to follow the Holiday Lake Rules and Regulations will result in, but not limited to the following:

1. Asked to leave immediately.
2. Will be prohibited from doing any business/service/repair/replace/or install new that requires access to our waters or Holiday Lake property.

Floating Docks

1. If a floating dock is approved by the Building Committee, it must meet all of the requirements as set forth and related to docks in the previous section.

2. A floating dock must be secured within the extension of the lot sidelines at all times.

3. Dock Floatation Materials: Polyethylene dock floats, plastic, or inflatables are acceptable. Unencapsulated (raw/bare) Styrofoam or spray-on foams are prohibited. Any materials not listed in this section shall be presumed prohibited. Members must get pre-approval from the Board of Directors before attempting to use any material not specifically allowed by this section. If any members *already* have a floating dock in violation of this section as of the date of signing this amendment, such docks will be required to be removed and replaced with docks containing allowable materials. Such removal and replacement shall take place within six (6) months of such member being provided written notice by the Board of Directors that their dock is in violation and must be removed and replaced.

4.

Waterway or Drainage

1. Docks, Shorelines, and/or any permits involving waterway or drainage alterations will be revoked and removed by the Association at the property owner's expense, if said structure and/or work becomes unsightly or hazardous.
2. It is **STRICTLY PROHIBITED** to place or push any waste materials, whether from construction, yard waste or general debris, into ditches, natural drainage or waterway areas. Any violations of this will result in clearance and removal of debris at property owner's expense as well as corporate assessments.

Silt Removal

Silt and debris removal from coves and lakes bottoms is prohibited unless it has been preapproved by the Board of Directors.

E. UNSAFE BUILDINGS**General**

1. All buildings or structures that are structurally unsafe, are not provided with adequate egress, constitute a fire hazard or are otherwise dangerous to human life or that in relation to existing use constitute a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, as specified in this regulation or any other effective rules, are, for the purpose of this section, "Unsafe Buildings".

2. All Unsafe Buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedures specified by the Board of Directors. If the abatement of the nuisance is not begun or completed within the times specified in the notice, the Association Board of Directors may pursue such other legal remedies to abate the nuisance to obtain compliance with this regulation as may be allowed under the Association Building Regulations or State of Iowa law.

Notice to Owner

1. Association Board of Directors shall examine or cause to be examined every Unsafe Building or portion thereof, and if it is found to be an Unsafe Building, the Association Board of Directors shall give to the owner of the Unsafe Building written notice stating the defects thereof.

2. The notice may require the owner or person in charge of the Unsafe Building to commence either the required repairs or improvements or demolition and removal of the Unsafe Building within 30 days.

3. All required work shall be completed within 90 days from date of notice, unless otherwise required by the Association Board of Directors.

4. The notice may also require the Unsafe Building or portion thereof be vacated forthwith and not reoccupied until the required repairs and improvements are completed, inspected, and approved by the Association Board of Directors.

5. Service of the notices required by the Association Board of Directors shall be by personal service upon the owner of record, if he/she shall be found. If he/she cannot be found, service may be made upon him/her by registered or certified mail, in which case the designated period within which the owner or person in charge is required to comply with the order of the Association Board of Directors shall begin as of the date he/she received the notice or three days after mailing, whichever is earlier.

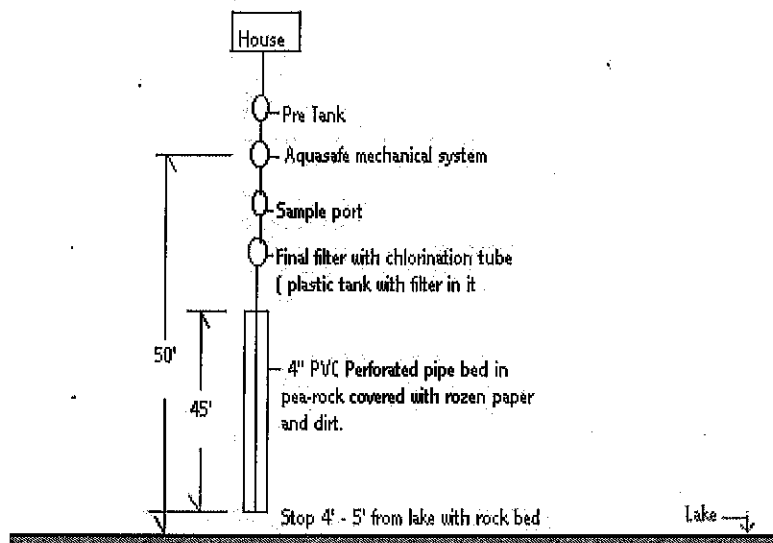
6. No procedure under these Rules and Regulations of the Association need occur prior to the Board of Directors notifying any governmental body or agency as to violations of law and coordinating with the governmental body or agency as to implementation of the law. By way of example, junk vehicles, and nuisance houses and out of compliance septic systems may be referred to the County for application of its laws relating to the same. The Board of Directors may choose to give notice to Lot Owners prior to contacting governmental bodies or agencies, but such act is not required, may occur in some circumstances and not in others, and shall not make any further process required.

F. SEPTIC

All current Poweshiek County and State of Iowa laws must be followed with regular septic systems. Iowa Administrative Code 567 (IAC Chapter 69) will be applied. It is the duty of the Board of Directors to ensure that the operation of and use of the lake for recreational and other purposes does not occur under circumstances such as to give rise to concerns for the health and well-being of its residents and guests. In order to avoid risks to health and well-being of its residents and guests and address issues as to the adequacy of one or another of the otherwise lawful systems for eliminating human waste from private property within the Holiday Lake Subdivision, the Board of Directors establishes the following rules and regulations:

1. Any human waste disposal system installed upon a lot or lots at Holiday Lake Subdivision shall be a system that meets the requirements of current law of the State of Iowa and Poweshiek County concerning septic systems. The following is added by Poweshiek County to Chapter 69.2 (455B) Time of Transfer inspections;

- a. A septic system must be brought up to current code at Time of Transfer inspection.
 - b. Septic tank lid for each tank compartment will be at grade for easy access for maintenance and pumping.
 - c. Distribution box lids will be within 12 inches of grade.
 - d. If no secondary treatment exits the tank the system will be brought up to current code as well as the secondary treatment.
2. Mechanical systems must have a pretreatment tank with a capacity of not less than 500-1,000 gallons.
3. Any mechanical system must not be installed with any portion less than 50 feet from the lake or a ditch at the lake and there can be no direct discharge of the system into the lake or ditch.
4. A sampling port must be installed between mechanical system and chlorinating tube.
5. A chlorinating tube must be installed in-line between the mechanical tank and the final filter or inside the final filter.
6. The first final filter shall be a 25 gallon to 250 gallon plastic tank with furnace-type of filter material in plastic pipe. The outlet water will go into the filter material before it goes out of the tank.
7. The system must have an absorption field not less than two (2) feet deep and two (2) feet wide with a schedule 35 perforated pipe with one (1) foot pea rock underneath and one (1) foot pea rock to cover the pipe.
8. On top of the pipe and rock there shall be no fewer than six (6) inches of Rozen fabric covered with dirt.
9. The absorption field must extend 45 feet before discharge of treated waste into a rock bed consisting of one (1) foot of pea rock and located at least five (5) feet away from ditch or lake.
10. Septic system and septic lines may be installed up to the certified survey lot lines, but must not extend over or beyond the certified survey lot lines.
11. Notwithstanding any lesser requirements under federal, state or local law, the lot owner of every lot that has a septic mechanical system shall provide proof of a paid contract with a licensed provider who will do biannual (twice every year) inspections and report those inspections to the County Sanitarian. Holiday Lake will get a list from the County Sanitarian of all Holiday Lake members who have mechanical systems and who their licensed providers are. Holiday Lake will contact those vendors listed by the County and verify that the contract remains in full force and that biannual inspections are occurring. Failure of a Holiday Lake member to maintain the biannual inspection contract will result in an initial \$250 corporate assessment plus an additional \$250 corporate assessment for every month of continuing violation.



All systems not up to these standards must be brought up to these standards when selling the property or if current system fails or is replaced.

G. MISCELLANEOUS PROVISIONS

Solar Panels

Roof mounted solar panels must maintain the same general pitch as a house roof. Roof loading shall comply with the State of Iowa and Poweshiek County Building Codes. Electrical and plumbing systems, if any, shall comply with the State of Iowa and Poweshiek County Codes.

Culverts/Drainage Specifications

1. A driveway culvert and suitable base for driveway must be installed prior to any excavation or delivery of materials to the job site. This provision may temporarily be waived upon request to the Building Committee and approval by the Board of Directors when, in their judgment, there is insufficient ditch depth to adequately cover the culvert pipe and it is apparent that the weight of delivery trucks will bend the pipe. Waiver of the culvert pipe installation shall be written on the Holiday Lake Culvert Application Cover Sheet by the Building Committee.
2. Prior to culvert installation, an emergency sign or house number with unit and lot number shall be visibly posted to facilitate deliveries and inspections.
3. Lot lines must be clearly marked.
4. Flags must be placed at both ends of where the culvert is to be installed.
5. Culvert size shall be 12" minimum diameter and 40' maximum length. Subject to review by the Building Committee on a case-by-case basis, any new construction or placement of culvert is required to have a 5' clean out between each culvert in order to maintain ditches.
6. Culvert material shall be dual wall plastic.
7. The Culvert Installation Application is required to be filled out and pre-approved before any work begins. It is recommended that ditches for culverts be dug out and installed by Holiday Lake Owners' Association, Inc.,

maintenance personnel. The cost of culvert must be paid in full by the Holiday Lake Lot Owner to the Holiday Lake Owners' Association, Inc. prior to work being started. Installation of culvert includes cleaning out the ditch to proper depth, installing culvert and covering culvert with appropriate materials.

8. Drain tile shall only emit drainage to the lake through the riprap shoreline with appropriate screening rodent protection. Tile emptying into existing upland drainage ways including ditches shall provide erosion control measures for water flow. Roadway tile outlets should be marked with a permanent stake or marker.

9. Roadside ditches shall not be obstructed or filled except by permission from the Association Board of Directors. Permission will be issued for practices that ensure roadside drainage and include, but not limited to, buried tile with inlets, appropriate grade or other drainage mitigation. A record of such permission shall be kept in the owner's lot file in the Association offices.

10. All roadway drainage ditches are Association property and are to remain open and unaltered unless written permission is obtained from the Association.

Emergency

1. Emergency numbers are recommended to be displayed. Lot Owners are also encouraged to display blue reflective emergency address signs next to driveway and house number on mailboxes to aid in emergency situations. The purchase of Poweshiek County approved 911 emergency address signs is recommended.

2. During construction, an emergency sign or house number with unit and lot number shall be visibly posted to facilitate deliveries and inspections.

Landscaping

1. Planting Guidelines – No plantings of trees shall be placed within the road right-of-way or placed so as to obstruct visibility of the roadway system. All vegetation obstructions that occur must be removed by the Lot Owner.

2. All side ditches shall be firmly filled immediately and contoured to the existing area conditions and sowed with acceptable type of grass seed and cover. It will be the responsibility of the contractor and Lot Owner to see that both side ditches are restored to original condition.

3. Walls or Fences – Walls, such as retaining walls, or fences may be erected on the certified survey lot lines. No privacy fences are allowed on the perimeter of any lot within the Holiday Lake Subdivision. All new walls and fences or substantial alterations of existing walls and fences require pre-approval by the Holiday Lake Board of Directors.

Silt Containment

All building sites must be protected from silt loss by the use of approved silt containment methods, such as silt fence, mesh or baled straw. **THIS WILL BE ENFORCED.**

Construction Site Maintenance

1. Trucks or trailers shall not be parked overnight on Holiday Lake Subdivision roads, right-of-ways or common access areas.

2. A dumpster or barrels for refuse and building materials are required on the site to be used by the construction crew to eliminate an unsightly accumulation and/or scattering of debris in the Holiday Lake Subdivision.

3. When building on your property or landscaping you must notify your contractor or supplier of materials if the road is blocked for loading or unloading of equipment or supplies, and during such unloading the contractor or supplier of materials must have barricades or flags in place (both directions) warning with sufficient

distance from the unloading site that there is construction ahead.

4. The property owners are responsible for cleaning up any debris, trash, mud and dirt on Holiday Lake Subdivision roadways caused during the normal construction by any machinery and vehicles, including large trucks. Debris, trash, mud and dirt not removed by the property owners will be removed by the Association at the property owner's expense. Have silt fence properly installed and maintained for soil and/or water flow control.

5. Between sunset and sunrise all equipment, supplies, etc. must be removed from the roadway.

6. Lot owners are responsible for making sure the road is restored to its original condition if the road is damaged in any way. This restoration requires the use of rock or seal coating if necessary. Failure to comply with the above will result in the lot owner being assessed with a Corporate Assessment including the cost of restoration of the roadbed due to damage incurred as a result of construction.

Road Restrictions

1. From January 1 through April 30 the maximum Gross Vehicle Weight (GVW) limit is 15 tons. From May 1 to December 31 the maximum Gross Vehicle Weight (GVW) limit is 25 tons.

2. At any time, the Association may impose a weight embargo due to road conditions, limiting the maximum Gross Vehicle Weight (GVW) to 4 tons. Signs will be posted when an embargo is in effect. The Association's office manager will notify suppliers and post signs at entrances.

3. No agricultural traction lug tractor tires are allowed on the roadways of the Holiday Lake Subdivision at any time.

Clearing of Trees

1. Prior to the cutting or removal of any trees larger than four (4) inches in diameter in the natural state of any lot, a request for permission to undertake it shall be made to the Board of Directors of the Association.

2. Approval shall not be unreasonably withheld; however, maintaining the natural beauty of Holiday Lake Subdivision shall be the guideline to be followed by the Board of Directors in acting on such applications.

3. The foregoing is not intended to prohibit removal of shrubs, bushes, the usual trimming of trees, removal of diseased or dead trees, or removal of trees for new construction.

4. The Board of Directors shall be authorized to provide rules as to how requests as to clearing of trees shall be made and the information is submitted. Absent such rules, a letter to the Board of Directors generally setting out the request to cut or remove any trees larger than four (4) inches in diameter shall be adequate.

Sheds

1. All sheds shall be placed within the building lines of the certified survey lot lines.

2. **Permit requirements:** A building permit is **required for all sheds**. Regardless of the size, the structure must still be built according to current codes and as per Holiday Lake Owners' Association building guidelines. All detached sheds on skids, at or under 192 square feet, and with no horizontal side dimension in excess of 16 feet shall be considered portable sheds and are not required to follow the side setback requirements, provided further, however that their overhang shall not intrude over the lot line.

3. A minimum distance of 3 feet must be maintained between any portion (including overhangs) of a detached shed and the primary structure (home).

4. Exterior finishes shall coordinate or match the finish of the home or surrounding structures. Finish may be: wood, brick, brick veneer, stone, aluminum, vinyl siding, ribbed metal siding, steel lap siding or cement board is acceptable. **Canvas siding is prohibited.**

Driveways

1. Driveways must be placed at least five (5) feet from the back and side certified lot lines and not project past the front/road certified survey lot lines.
2. A driveway's elevation must not be higher than the roadbed.
3. Association has the right-of way to the front/road side of all properties in the Holiday Lake Subdivision and any item in the right-of-way is subject to removal for maintenance, utility work, etc.

Gazebos

A gazebo is defined as a hexagonal or octagonal shaped roofed structure with open sides all around. They are erected over grass, a concrete pad, or its own decking and can be freestanding or attached to a garden wall. Holiday Lake restricts a "grain bin" gazebo to the following:

1. A Poweshiek County building permit is required.
2. When erected the structure will be no more than 20 feet in diameter.
3. The structure shall be no more than 16 feet tall at the peak.
4. The top band of steel/metal will not be wider than 32 inches.
5. There will be no corrugated steel/metal siding showing from the top band to the base of gazebo. If a steel band is used at the base – it must be covered so **NO** metal siding is visible.
6. The structure must be open on all sides.
7. The structure must not be utilized for storage in lieu of a garage or shed.

Violation of any of the above rules will result in a \$250.00 corporate assessment, this assessment may be applied every month for non-compliance.

H. MAINTENANCE ASSISTANCE

In the past, it has been the practice of the Association to offer assistance to lot owners with minor maintenance tasks affecting terrain and flow of water on individually owned lots consistent with the availability of Lake Staff time and equipment availability. This has occasionally caused confusion with some lot owners as to the obligation of Association personnel to perform such maintenance tasks affecting terrain and flow of water under differing sets of circumstances. The following rules and regulations clarify and control the policy regarding the performance of maintenance tasks affecting terrain and flow of water on individually owned lots.

1. Subject to the availability of personnel and equipment the Association may provide assistance to individual lot owners with minor work on their lot or lots as such maintenance tasks may affect terrain and flow of water over the land.
2. The application of this policy shall be limited to the construction of small drainage ditches and the installation and maintenance of tile on the lot or lots owned by an applicant for assistance. It shall not extend to general landscaping tasks. The determination of the scope of this policy in any particular situation shall rest with the Board of Directors whose decision is, in all cases, final.
3. This policy does not affect in any way the "commons" of Holiday Lake or their construction, maintenance or lack of maintenance, all of which are accomplished in the unfettered discretion of the Board of Directors.
4. An application for assistance under this policy shall be made in writing on a form supplied for that purpose by the Association. It shall be completed in an original and duplicate and filed at the Holiday Lake Office. The form shall be signed by the lot owner requesting the assistance and receipt will be acknowledged in writing by the Association. No alternative form of application is permitted. In particular, no application by telephone, facsimile transmission, text message, voice mail or written "drop-off" at the office will be acknowledged by the Association and no response will be made to such unauthorized form of application. The application form shall incorporate the provisions of this resolution by reference and confirm the acceptance of acquiescence in the terms of this resolution by the lot owner making application.

5. Acceptance of an application in proper form by the Association does not constitute an agreement between the Association and the lot owner who made the application that the Association will have the work done or will have the work done at any time in the future.

6. When an application is received, the Board of Directors of the Association will either accept, reject or delay consideration until it has had a chance to evaluate the proposed work. Applications acted upon favorably by the Board of Directors will be scheduled for work in the order in which they are accepted by the Board unless otherwise determined by the Board. The Board may change its decision at any time and reject an application previously accepted.

7. Applications will be accepted only from lot owners and not from tenants or others in possession of the property.

8. Lot owners are always free to retain, at their expense, the services of private contractors to do work for which an application has been received and accepted.

9. When work is done by Lake Employees under this policy the lot owner for whose benefit the work was done agrees to indemnify and hold Holiday Lake harmless from any liability it may incur as a result of the claims of any third-party. Similarly, the lot owner for whose benefit the work was done, in consideration of the value of the work done, releases any claim the lot owner may have arising from the work done by the Lake.

2024 Rules and Regulations of Holiday Lake DIVISION IV CONTROLLED ACTIVITIES

A. DANGEROUS AND VICIOUS ANIMALS -- The purpose of these regulations are to provide for the safety of Holiday Lake owners, families and guests by prohibiting the keeping of dangerous animals and imposing restrictions on the keeping of vicious animals.

The following words and phrases shall have the following meaning:

1. "Dangerous animals" mean (1) any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among, human beings or domestic animals and having known tendencies as a species to do so; (2) any animals declared to be dangerous by the County board of health; (3) the following animals which shall be deemed to be dangerous animals per se:

- a. Lions, tigers, jaguars, leopards, cougars, lynx and bobcats;
- b. Wolves, coyotes and foxes;
- c. Badgers, wolverines, weasels, skunk and mink;
- d. Raccoons;
- e. Bears;
- f. Monkeys and chimpanzees;
- g. Bats;
- h. Alligators and crocodiles;
- i. Scorpions
- j. Snakes that are venomous or constrictors;
- k. Gila monsters;
- l. Pit bull terriers
- m. Rottweiler

2. "Pit bull terrier" means any dog of that breed known variously as American pit bull terrier, American Staffordshire terrier or pit bull terrier, or any dog of mixed breed which contains a strain of such breed known variously as American pit bull terrier, American Staffordshire terrier or pit bull terrier, which is identifiable as such by qualified veterinarian duly licensed in the State of Iowa.

3. "At large" means off the premises of the owner, or upon the roads, grounds, beach or parks within the lake commons. An animal shall not be deemed to be at large if the animal is on the premises of the owner or the premises of a person given charge of the animal by the owner and is restrained on owner's premises by an adequate protective fence or by leash, cord, chain or other similar restraint of sufficient strength to restrain the animal and does not allow the animal to go beyond the owner's real property line.

4. "Vicious animals" means any animal that, (1) has bitten or clawed a person or persons on one documented prior occasion, or (2) could not be controlled or restrained by the owner at the time of the attack to prevent the occurrence, or (3) has attacked any domestic animal or fowl on three separate occasions within a twelve month period.

5. "Confined" shall mean securely confined in a dwelling house or an enclosed locked building, enclosed fence, pen or other structure having a height of at least six feet with locked gates and with secure sides and at all points embedded into the ground, or, if such enclosed fence is less than six feet in height, it must have a secure and complete top securely fastened to the sides.

6. "Leash" or "leashed" means on a cord or chain or other similar restraint not more than six feet in length and of sufficient strength to restrain the animal and at all times in control of a person competent to restrain or control said vicious animal.

Keeping of Dangerous Animal Prohibited

No person shall keep, shelter or harbor any dangerous animal as a pet, nor act as a temporary custodian for such an animal, nor keep, shelter, or harbor such animal for any other purpose or in any other capacity within the lake premises.

Keeping of Vicious Animals Restricted

1. No person shall keep, shelter or harbor for any reason within the premises of the lake a vicious animal so defined herein, except under the circumstances described below. All such animals allowed under the exceptions must be controlled at all times.
2. Animals under the control of a law enforcement or military agency; or
3. Guard dogs must be kept within a structure or fixed enclosure at all times. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording "guard dog," "vicious dog," or words of similar import. The owner of such premises shall inform the Security Officer of the lake that a guard dog is on duty at the premises.

Seizure, Impoundment and Disposition of Dangerous or Vicious Animals

1. In the event that a dangerous animal or vicious animal is found at large and unattended upon common lake property or the property of someone other than its owner, thereby creating a hazard to person or property, such animal may, in the discretion of the Security Officer, be destroyed if it cannot be confined or captured. Neither the Security Officer nor the Holiday Lake Board of Directors shall be under a duty to attempt the confinement or capture of a dangerous or vicious animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.
2. Upon the complaint of any individual that a person is keeping, sheltering, or harboring a dangerous animal or vicious animal on premises at Holiday Lake and in a manner contrary to the provisions of this resolution, the Holiday Lake Security shall cause the matter to be investigated, and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous or vicious animal at Holiday Lake in a manner contrary to provisions of this resolution, the Security Officer or Holiday Lake Board shall order the person named in the complaint to safely remove such animal from the Lake Premises, permanently place the animal with an organization or group allowed (in the above section) to possess dangerous or vicious animals or destroy the animal, within three days of the receipt of such an order. Such order shall be contained in a notice to remove the dangerous or vicious animal, which notice shall be given in writing to the person keeping, sheltering or harboring the dangerous animal, and shall be served personally or by certified mail. Such order and notice to remove the animal shall not be required where such animal has previously caused serious physical harm or death to any person in which case the Officer shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.
3. The order to remove a dangerous or vicious animal issued by the Security Officer may be appealed to the Holiday Lake Board of Directors. In order to appeal such order, written notice of appeal must be filed with the Holiday Lake Board of Directors within two days after receipt of the order contained in the notice to remove the dangerous or vicious animal. Failure to file such written notice of appeal shall constitute a waiver of right to appeal the order of the Security Officer. The Holiday Lake Board at its next regular meeting or a meeting called for the purpose of hearing the appeal shall in open session affirm the order to remove the dangerous animal or rescind such order.

B. NUISANCES -- The purpose of the following regulations is to define and regulate the presence of nuisances anywhere and everywhere on Holiday Lake property, whether on the common areas or property privately owned.

1. A nuisance is whatever is injurious to health, indecent, or offensive to the senses, and obstructive to the free use of private property on Holiday Lake provided such free use is consistent with the restrictive covenant, bylaws, or rules lawfully adopted by this Association through its Board of Directors, or any object on or use of land or activity on the land which violates of any of the restrictive covenants, the bylaws of this Association or any rule lawfully adopted pursuant to such bylaws.

2. The following are per se nuisances:

a. Anything deemed a nuisance by Section 657.2 of the 2009 Code of Iowa or similar provision of Iowa law as these may, from time to time, be amended but only to the extent that anything defined as a nuisance therein may be present on Holiday Lake. The nuisances identified under Section 657.2 of the 2009 Code of Iowa include:

i. The erecting, continuing, or using any building or other place for the exercise of any trade, employment, or manufacture, which, by occasioning noxious exhalations, unreasonably offensive smells, or other annoyances, becomes injurious and dangerous to the health, comfort, or property of individuals or the public.

ii. The causing or suffering any offal, filth, or noisome substance to be collected or to remain in any place to the prejudice of others.

iii. The obstructing or impeding without legal authority the passage of any navigable river, harbor, or collection of water.

iv. The corrupting or rendering unwholesome or impure the water of any river, stream, or pond, or unlawfully diverting the same from its natural course or state, to the injury or prejudice of others.

v. The obstructing or encumbering by fences, buildings, or otherwise the public roads, private ways, streets, alleys, commons, landing places, or burying grounds.

vi. Houses of ill fame, kept for the purpose of prostitution and lewdness, gambling houses, places resorted to by persons participating in criminal gang activity prohibited by Iowa Code chapter 723A, or places resorted to by persons using controlled substances, as defined in Iowa Code section 124.101, subsection 5, in violation of law, or houses where drunkenness, quarreling, fighting, or breaches of the peace are carried on or permitted to the disturbance of others.

vii. Billboards, signboards, and advertising signs, whether erected and constructed on public or private property, which so obstruct and impair the view of any portion or part of a public street, avenue, highway, boulevard, or alley or of a railroad or street railway track as to render dangerous the use thereof.

viii. Any object or structure hereafter erected within one thousand feet of the limits of any municipal or regularly established airport or landing place, which may endanger or obstruct aerial navigation, including take-off and landing, unless such object or structure constitutes a proper use or enjoyment of the land on which the same is located.

ix. The depositing or storing of flammable junk, such as old rags, rope, cordage, rubber, bones, and paper, by dealers in such articles within the fire limits of a city, unless in a building of fireproof construction, is a public nuisance.

x. The emission of dense smoke, noxious fumes, or fly ash in cities is a nuisance and cities may provide the necessary rules for inspection, regulation and control.

xi. Dense growth of all weeds, vines, brush, or other vegetation in any city so as to constitute a health, safety, or fire hazard is a public nuisance.

xii. Trees infected with Dutch elm disease in cities.

b. Any object which obstructs or encumbers any roadway or the free use of any common property on Holiday Lake.

- c. The dense growth of weeds, vine, brush or other vegetation in violation of any applicable restrictive covenant, bylaw or rule adopted pursuant to resolution of this Board of Directors.
 - d. Any junk, debris, garbage or unusable appliances kept outside a residence.
 - e. The collection or storage of offal, filth or noisome substance in any place on Holiday Lake in violation of any restrictive covenant, provision of the bylaws or rule adopted pursuant to resolution of the Board of Directors of this Association.
 - f. Any junk vehicle. The Poweshiek County Nuisance Vehicle Ordinance shall be enforced on Holiday Lake with the enforcement procedures provided therein in addition to any enforcement rights afforded to Holiday Lake under applicable Federal, State or Local Law, Holiday Lake covenants and restrictions, corporate bylaws, or this or any other resolution.
 - g. Any building or other structure that is dilapidated or defined as an Unsafe Building under Division III of these Rules and Regulations.
 - h. An unleashed pet. Animals/Pets (Dogs, cats, etc.) running loose and/or unrestrained will be reported to Poweshiek County Sheriff Department.
3. When the Board learns from any source to its satisfaction of the existence of a nuisance, the following procedure may be implemented immediately:
- a. The due process set forth in Article XII of the bylaws of the Holiday Lake Owners' Association, Inc. shall be utilized to notify the offender of the existence of the nuisance and to allow the offender an opportunity to eliminate the nuisance within the time frames set for the payment of assessments in the first sentence of Article XII (G) of the bylaws of the Corporation.
 - b. In the event that the remedial action is not taken as agreed by the parties or as directed by the Board of Directors, the Board of Directors shall, without further notice to the offender, cause the nuisance to be abated.
 - c. Cost of effectuating the abatement shall be borne by the offender who shall be sent a notice of the cost incurred by the corporation in effecting the abatement.
 - d. If the costs incurred by the corporation are not paid within thirty days after the notice is sent to the offender the corporation shall proceed, as appropriate, by small claims procedure or by regular procedure to obtain a money judgment for the cost of the abatement to include any judgment for reasonable attorney's fees incurred in reducing the offender's obligation to judgment. Such a judgment shall constitute a lien for labor and materials furnished to such lot, all as authorized in Section 572.1 of the Code of Iowa and by decree of the Iowa District Court for Poweshiek County and dated March 31, 1981 in cause of action 226-149-153.
 - e. Cost of abatement shall include cost incurred by the corporation in storing any items or items of personal property, which constitute a nuisance under this resolution.
 - f. The corporation may, in addition to any other remedy available to it, proceed by an action in equity to seek injunction relief restraining and prohibiting the offender from resuming, continuing or perpetuating a nuisance under pain of contempt of court. Holiday Lake Owners' Association, Inc. is not obligated to choose among several remedies available to it under this resolution or under the laws of the United States or the State of Iowa or of any subdivision thereof but may proceed simultaneously to use multiple remedies to eliminate the nuisance.
 - g. Notwithstanding any language suggesting to the contrary, no procedure under these Rules and Regulations of the Association need occur prior to the Board of Directors notifying any governmental body or agency as to violations of law and coordinating with the governmental body or agency as to implementation of the law. By way of example, junk vehicles, and nuisance houses and out of compliance septic systems may be referred to the County for application of its laws relating to

the same. The Board of Directors may choose to give notice to Lot Owners prior to contacting governmental bodies or agencies, but such act is not required, may occur in some circumstances and not in others, and shall not make any further process required.

C. LIMITATION AS TO OPERATION OF BUSINESSES -- The following resolutions define and regulate the operation of businesses at Holiday Lake.

WHEREAS the Original Covenants of Holiday Lake provide that "no building shall be erected or maintained on any lot . . . other than a private residence and a private garage and boat facilities for the sole use of the owner or occupant thereof," and further provides that "No part of said premises shall be used for commercial or manufacturing purposes";

AND WHEREAS it is the purpose of these provisions of the Original Covenants to preserve the residential character of Holiday Lake and to make Holiday Lake more attractive for residential purposes;

AND WHEREAS Article XI(E) of the Bylaws of Holiday Lake Owners' Association, Inc., provide that the Board of Directors shall carry out the restrictions and covenants and prescribe and enforce corporate assessments for the violation thereof;

AND WHEREAS and the District Court in and for Poweshiek County in *Stevens, et al., v. Whitmer, et al.*, Equity No. 23546-60-98 (Cause No. 226-149-153) issued a Decree dated March 13, 1981, granting the power and authority to the Holiday Lake Owners' Association Board of Directors ". . . to carry out the restrictions and covenants as set forth in the original plats of Holiday Lake" and ". . . to do all such other and additional functions which may be required in order to make Holiday Lake a community which will preserve property values of the owners and will ensure a community life within Holiday Lake which is desirable, safe and comparable to that of cities and towns in Poweshiek County";

AND WHEREAS it is in the best interest of the Holiday Lake to have clarity as to the covenants and incumbent upon the board to provide that clarity;

IT IS THEREFORE RESOLVED that no commercial or manufacturing activity that negatively impacts the residential character of Holiday Lake will be allowed at Holiday Lake unless such impact is (1) of a de minimis nature, e.g., realtors, contractors, or sales people who work out of their homes; incidental sales related to lake recreation such as the sale of bait, and (2) is operated solely by the Lot Owners. These examples are provided without limiting the Board of Directors' authority to determine that a particular proposed use is or has become more than de minimis.

IT IS FURTHER RESOLVED that any Lot Owner at Holiday Lake desiring to continue, maintain, create or expand any type of commercial or manufacturing activity at Holiday Lake, no matter how minor, must secure the express written permission of the Board of Directors based upon a determination that the impact of the activity on the residential character of Holiday Lake is of a de minimis nature. For that purpose, the Form entitled "Lot Owner Application for Business Operation" is approved in substance but subject to reasonable modification to further the intent of this resolution, including the requirements that Holiday Lake be included as a named insured on a liability insurance policy covering the business activity in such amounts as the Board of Directors may determine and that the Lot owner waive any liability Holiday Lake or its affiliates may have and agree to indemnify Holiday Lake and its affiliates of any damages they may incur resulting from the operation of the business.

IT IS FURTHER RESOLVED that the Board of Directors will consider multiple factors when determining whether commercial or manufacturing activity impacts the residential character of Holiday Lake in more than a de minimis manner. The factors include, but are not limited to, structural changes to a dwelling, owner not

living at the dwelling, frequency and permanency of the activity, placement of signs on the premises, increased noise or lights, increased traffic, parking issues, investment by the Lot Owner, the presence of retail sales, outside employees working in the residence, outside storage of equipment and/or supplies and hours of activity.

IT IS FURTHER RESOLVED that a determination by the Board of Directors that a particular activity's impact on the residential character of Holiday Lake is de minimis is not perpetual and the Board of Directors may at any time alter its determination upon 30 day notice to the Lot Owner, such notice complying with notice provided in Article XII(A) of the Bylaws. All lot owners are advised not to invest in a business based on the belief that the determination by the Board of Directors permitting the activity will continue for any period of time as to a particular lot at Holiday Lake.

IT IS FURTHER RESOLVED that this resolution shall take immediate effect and be subject to the enforcement provisions of Article XII of the Holiday Lake Owners' Association, Inc., Bylaws. The Rules and Regulations of Holiday Lake may be modified to include the substance of these Resolutions.

IT IS FURTHER RESOLVED that the above resolutions relating to operation of businesses shall have no application to Lots A, B, C, D and E in the Commercial Unit of Holiday Lake. The covenants for the Commercial Unit are not the same as for other Units at Holiday Lake in that they do not have a limitation as to operating businesses. The owner of Lots A, B, C, D and E in the Commercial Unit of Holiday Lake is the Association, and appropriate use of those Lots shall be determined by the Association in compliance with any applicable law.

**2024 Rules and Regulations of Holiday Lake DIVISION V
FORMS**

Form 1: Notification of Conveyance of Interest of Lot Owner's Title Interest or Change of Address

Form 2: 2024 Motor Vehicle Registration

Form 3A: 2024 Watercraft Registration

Form 3B: 2024 Land Craft Registration

Form 4: 2024 Ice Fishing Registration

Form 5: Holiday Lake Powell Park Shelter Reservation / Use Agreement

Form 6: Holiday Lake Community Center Reservation / Rental Agreement

Form 7: Building Permit Application Cover Sheet

Form 8: Culvert Installation Application Cover Sheet to Accompany Required Material

Form 9: Lot Owner Application for Maintenance Assistance

Form 10: Designation of Voting Rights

Form 11: Lot Owner Application for Use of Portable Toilet

Form 12: Lot Owner Application for Business Operation

Form 13: Application for Vendor Permit

Form 1 (2024)

**HOLIDAY LAKE OWNERS' ASSOCIATION, INC.
101 BUENA VISTA DRIVE, BROOKLYN, IA 52211**

**NOTIFICATION OF CONVEYANCE OF LOT
OWNER'S TITLE INTEREST OR CHANGE OF ADDRESS**

TO: The Board of Directors, Holiday Lake Owners' Association, Inc. ("Association")

Transferor (seller) name(s) *(not needed if just change of address)*:

Transferee (buyer/new owner) name(s):

Transferee(s) (buyer/new owner) mailing address:

Date of conveyance *(not needed if just change of address)*:

Description of transferred property situated at Holiday Lake:

By deed of conveyance dated, as stated above, I/we have acquired all or a portion of the title to the property described above from the above-named transferor(s).

For purposes of providing notification to me/us of matters required by law, by the subdivision plats of Holiday Lake, or by the documents of the Association and for the purpose of assisting the board of the Association in communicating with me/us on other matters, such correspondence shall be addressed to me/us at the address stated above.

I/we understand that, in the event that my/our address changes, I/we will notify the Association of the change of address by completing a later dated version of this form. I/we further understand that, in the event I/we fail to notify the corporation of any subsequent change of address, I/we waive any defect in legal process which might arise as a result of my/our failure.

Dated:

Lot Owner (transferee/buyer/new owner)

Lot Owner (transferee/buyer/new owner)Phone number(s)

Phone number(s)

Email

Email

No later than 30 days after providing the notification form to the Lake, proof of conveyance in the form of a recorded deed or installment sales agreement, court-generated certificate of change of title, court order or other acceptable documentation shall also be provided to the Lake. *If this notification document contains false information, an assessment of \$250.00 will be applied to the lot owner's account, any stickers already issued for motor vehicles and/or recreational vehicles will be confiscated, and the lot owner will lose future privileges until the assessment is paid and the records corrected.*

Form 2 (2024)

HOLIDAY LAKE OWNERS' ASSOCIATION, INC.
101 BUENA VISTA DRIVE, BROOKLYN, IA 52211

2024 MOTOR VEHICLE REGISTRATION FORM

NOTE: MAXIMUM OF 4 VEHICLE STICKERS PER LOT OWNER!

Only lot owners with all annual maintenance fees and all assessments paid in full are eligible to receive stickers.

All vehicles must be registered in the lot owner's name. You must provide the year, make/model, license plate number and proof of insurance for each Motor Vehicle to be registered. If this form is electronically submitted, you must sign when picking up your vehicle stickers at the office.

All Motor Vehicle stickers **MUST** be **AFFIXED** and **VISIBLE** at all times. Display designated Motor Vehicle sticker on the outside, lower driver's side windshield. You must have the sticker to park/access the common grounds of Holiday Lake (i.e. beach, parks, campgrounds, boat ramps).

If you sell your vehicle, you MUST remove the stickers and notify the lake office.

MOTOR VEHICLE REGISTRATION PLEASE FILL OUT IN FULL

<u>Year/Make/Model</u>	<u>Plate #</u>	<u>Ins. Exp.</u>	<u>2024 Sticker #</u> <u># To be filled by Office</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

WAIVER OF LIABILITY and AGREEMENT AS TO INDEMNIFICATION & ASSESSMENTS: I represent that I am the owner of the above described Motor Vehicles, and I waive liability absolving the Holiday Lake Owners' Association, Inc., its board, employees and members, and their families and heirs ("Absolved Individuals"), of any demand, claims, actions, causes of action, losses, damages, liabilities, liens, judgments, costs and expenses of every type and nature including without limitation, reasonable attorneys' fees and expert witness fees actually incurred or to be incurred (collectively, "Claims") arising from or caused by the operation of any of my Motor Vehicles, whether or not listed above, at the Holiday Lake Subdivision, including without limitation, its roads, commons and lakes. In addition, I agree to hold the Absolved Individuals free from and to compensate them fully for any Claim relating in any way to the operation of any of my Motor Vehicles, whether or not listed above, at the Holiday Lake Subdivision, including without limitation, roads and commons. In addition, I agree to be financially responsible for any and all assessments incurred by any rule violations related to the use of my Motor Vehicles, whether or not listed above.

I AGREE to the above WAIVER OF LIABILITY and AGREEMENT AS TO INDEMNIFICATION & ASSESSMENTS. I FURTHER AGREE TO FOLLOW THE RULES, REGULATIONS AND BYLAWS OF HOLIDAY LAKE OWNERS' ASSOCIATION, INC.

Lot/Craft Owner Name (Please Print) _____

Unit No. _____ Lot No. _____

Signature: _____ Date _____

Form 3A (2024)

**HOLIDAY LAKE OWNERS' ASSOCIATION, INC.
101 BUENA VISTA DRIVE, BROOKLYN, IA 52211****2024 WATERCRAFT REGISTRATION FORM****Watercraft: Powered and Non-Powered**

Powered watercraft refers to vessels, ships, boats, trolling boats, pontoon boats, jet skis, or other devices for water transport. Watercraft does not include skis, surfboards or inflatables such as blow-up paddle boards and kayaks, tubes, and other such items. Powered watercraft must display stickers on **both** sides, near the front of the watercraft. Stickers must be permanently applied prior to launching the watercraft on the Lakes of Holiday Lake Subdivision.

Non-Powered watercraft refers to canoes, sailboats, rowboats, paddle boats, kayaks, wind surfers, hard-sided paddleboards. Sticker must be applied toward the front, right side. Wind surfers and paddleboard sticker must be applied to top of board towards front.

Persons **under 12 years of age** may operate a vessel propelled by a motor of more than 10 horsepower, including a personal watercraft, only if they are accompanied on board by a responsible person who is at least 18 years old and experienced in operating the vessel.

Persons **12 years of age or older but younger than 18 years of age** may operate a vessel propelled by a motor of more than 10 horsepower, including a personal watercraft, only if he or she has successfully completed a boater education course approved by the Iowa Department of Natural Resources or is accompanied on board by a responsible person who is at least 18 years old and experienced in operating the vessel. Persons required to have successfully completed a boater education course must provide a copy to the Association at its Lake Office and carry their boater education certificate on board and make it available upon request by Association staff.

When a person has fallen off any object or device that is being towed or ridden on, they must hold one ski up or one arm up so that other watercraft can see them. The spotter in the watercraft must hold up an orange flag and wave it until the watercraft is underway again. The orange flag must be a minimum of 40 square inches.

Length of Watercraft

- a. The maximum permitted length for Watercraft other than pontoon boats used on Holiday Lake is twenty-one (21) feet.
- b. The maximum length for pontoon boats used on Holiday Lake is twenty-four (24) feet.
- c. Longer boats purchased prior to December 8, 2011, registered at the Holiday Lake Office, and permitted to operate on the lake in calendar year 2011 shall be permitted so long as the boat is continuously registered each year thereafter by the same lot owner. In no case shall a lot owner be allowed to substitute a permitted, over-sized boat with another over-sized boat. A new owner of a previously permitted, over-sized boat shall not be allowed to register the boat for use on Holiday Lake.

Colored Flags

Be alert of water conditions by checking the flags located on the main dam, north boat ramp, west boat ramp, and south boat ramp.

RED FLAG: NO WAKE due to high water.

BLACK FLAG: NO MOTORIZED recreational vehicles are allowed on the lake, due to extremely high water.

YELLOW FLAG: Holiday Lake is experiencing high levels of bacteria. It recommends not engaging in water activities.

Take Note

NO Guest Watercrafts of any type and/or other category are allowed on Holiday Lake waters.

Only **TWO** motorized watercraft per lot owner are permitted on the lake at any time.

Only registered watercrafts displaying current and correct Holiday Lake Stickers are permitted on Holiday Lake Subdivision lakes.

Stickers must be applied permanently on all Watercraft **no later than May 1**. Remove any visible old stickers on Watercraft before applying current sticker. If you sell the watercraft, the stickers must be removed and the office notified.

Upon receipt of a Lot Owner's completed registration form and meeting all registration requirements, stickers will be mailed directly to property owner upon receipt of a self-addressed, stamped envelope, or obtained at the Lake Office.

Registration requirements:

- a. Owner of craft must be a Lot Owner with authorized normal or special use rights. All annual maintenance fees, supplemental fees, and all assessments must be paid in full to receive stickers.
- b. Completion of this form.
- c. **Proof of current liability insurance** covering **all** Motorized Watercraft for **all** operators, including the year, make, model, and expiration date of policy and Lot Owner's name as insured. All information must match information provided herein.
- d. Payment of a \$20 user fee per watercraft per year. Make checks payable to Holiday Lake Owners' Association, Inc., and mail or bring in to 101 Buena Vista Drive, Brooklyn, IA 52211.

The annual Fee for Watercraft (as defined above) is \$20.00 per craft per year.

In case of lost stickers, a \$20 replacement fee will be charged. A \$30.00 service fee will be charged for returned checks.

WATERCRAFT REGISTRATION PLEASE FILL OUT IN FULL

<u>Powered Watercraft – (Year/Make/Model)</u>	<u>Ins. Exp.</u>	<u>2024 Sticker #</u> # To be filled by Office
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

<u>Non-Powered Watercraft – (Year/Make/Model)</u>	<u>Ins. Exp.</u>	<u>2024 Sticker #</u> # To be filled by Office
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

WAIVER OF LIABILITY and AGREEMENT AS TO INDEMNIFICATION & ASSESSMENTS: I represent that I am the owner of the above described Watercraft ("Recreational Vehicles"), and I waive liability, absolving the Holiday Lake Owners' Association, Inc., its board, employees and members, and their families and heirs ("Absolved Individuals"), of any demand, claims, actions, causes of action, losses, damages, liabilities, liens, judgments, costs and expenses of every type and nature including without limitation, reasonable attorneys' fees and expert witness fees actually incurred or to be incurred (collectively, "Claims") arising from or caused by the operation of any of my Recreational Vehicles, whether or not listed above, at the Holiday Lake Subdivision, including without limitation, its roads, commons and lakes. In addition, I agree to hold the Absolved Individuals free from and to compensate them fully for any Claim relating in any way to the operation of any of my Recreational Vehicles, whether or not listed above, at the Holiday Lake Subdivision, including without limitation, roads, commons and lakes. In addition, I agree to be financially responsible for any and all assessments incurred by any rule violations related to the use of my Recreational Vehicles, whether or not listed above.

I AGREE to the above WAIVER OF LIABILITY and AGREEMENT AS TO INDEMNIFICATION & ASSESSMENTS. I FURTHER AGREE TO FOLLOW THE RULES, REGULATIONS AND BYLAWS OF HOLIDAY LAKE OWNERS' ASSOCIATION, INC.

Lot/Craft Owner Name (Please Print) _____

Unit No. _____ Lot No. _____

Signature: _____ Date _____

Form 3B (2024)

**HOLIDAY LAKE OWNERS' ASSOCIATION, INC.
101 BUENA VISTA DRIVE, BROOKLYN, IA 52211**

2024 LAND CRAFT REGISTRATION FORM

Land Craft stickers will only be issued for Land Craft owned by current lot owners with authorized normal and special use rights and in good standing.

Land Craft

In this section the term land craft refers to all motorized vehicles other than passenger cars, trucks, motor homes, street-legal motorcycles, and construction and maintenance vehicles, including without limitation, non-street-legal motorcycles, mopeds, mini bikes, ATV's (3 & 4) wheelers, snowmobiles, golf carts and go-carts.

All Land Craft must have an **orange safety flag** mounted on the craft, which extends not less than one foot above the highest point of the vehicle, including person(s) in or on the craft. The flag must measure a minimum of 40 square inches.

The minimum age for operating Land Craft anywhere within the Holiday Lake Subdivision, including without limitation, the roads and commons, shall be **fourteen (14) years of age**, unless a higher age is required by law or recommended by the manufacturer of the Land Craft.

Only registered Land Crafts displaying current and correct Holiday Lake Stickers are permitted on Holiday Lake Subdivision roads and/or commons.

Stickers must be applied permanently on all Land Craft **no later than May 1**.

Remove any visible old stickers on Land Craft before applying current sticker.
Land Craft must display stickers on **two sides** of vehicle as shown on attached illustration.

Upon receipt of a Lot Owner's completed registration form and meeting all registration requirements, stickers will be mailed directly to property owner upon receipt of a self-addressed, stamped envelope or obtained at the Lake Office.

Registration requirements:

- a. Owner of craft must be a Lot Owner with authorized normal or special use rights. All annual maintenance fees, supplemental fees, and all assessments must be paid in full to receive stickers.
- b. Completion of this form.
- c. Proof of current liability insurance covering all Motorized Land Craft for all operators, including the Year, Make, Model, Expiration date of policy and Lot Owner's name as insured. All information must match information provided herein.
- d. Payment of a \$20 user fee per Land Craft per year. Make checks payable to Holiday Lake Owners' Association, Inc., and mail or bring in to 101 Buena Vista Drive, Brooklyn, IA 52211.

The annual Registration Fee for Land Craft (as defined above) is \$20.00 per craft per year. In case of lost stickers, a \$20 replacement fee will be charged. A \$30.00 service fee will be charged for returned checks.

LAND CRAFT VEHICLE REGISTRATION PLEASE FILL OUT IN FULL

<u>Land Craft – (Year/Make/Model)</u>	<u>Ins. Exp.</u>	<u>Sticker #</u> <u>Filled out by Office</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

WAIVER OF LIABILITY and AGREEMENT AS TO INDEMNIFICATION & ASSESSMENTS: I represent that I am the owner of the above described Land Craft ("Recreational Vehicles"), and I waive liability, absolving the Holiday Lake Owners' Association, Inc., its board, employees and members, and their families and heirs ("Absolved Individuals"), of any demand, claims, actions, causes of action, losses, damages, liabilities, liens, judgments, costs and expenses of every type and nature including without limitation, reasonable attorneys' fees and expert witness fees actually incurred or to be incurred (collectively, "Claims") arising from or caused by the operation of any of my Recreational Vehicles, whether or not listed above, at the Holiday Lake Subdivision, including without limitation, its roads, commons and lakes. In addition, I agree to hold the Absolved Individuals free from and to compensate them fully for any Claim relating in any way to the operation of any of my Recreational Vehicles, whether or not listed above, at the Holiday Lake Subdivision, including without limitation, roads, commons and lakes. In addition, I agree to be financially responsible for any and all assessments incurred by any rule violations related to the use of my Recreational Vehicles, whether or not listed above.

I AGREE to the above WAIVER OF LIABILITY and AGREEMENT AS TO INDEMNIFICATION & ASSESSMENTS. I FURTHER AGREE TO FOLLOW THE RULES, REGULATIONS AND BYLAWS OF HOLIDAY LAKE OWNERS' ASSOCIATION, INC.

Lot/Craft Owner Name (Please Print) _____

Unit No. _____ Lot No. _____

Signature: _____ Date _____

Form 4 (2024)**HOLIDAY LAKE OWNERS' ASSOCIATION, INC.
101 BUENA VISTA DRIVE, BROOKLYN, IA 52211****ICE FISHING REGISTRATION FORM (Valid until summer 2025)**

Holiday Lake will have an individual patrolling the ice, docks, parking lots on a daily basis!

Any fishing on open water and/or ice whether from watercraft and/or shoreline and/or dock(s) is only by Lot Owner(s) in good standing, and their immediate family. Immediate family is defined as spouse, children and their spouses, or parents. Immediate family members may not bring any guests with them unless the lot owner is present. Guests must be accompanied by the Lot Owner(s) at all times.

If you or your guest(s) are found to be violating fishing regulations this could result in the Lot Owner(s) receiving a corporate assessment of \$50 for first offense, losing all privileges (including revocation of all issued stickers) for second offense, and the individual fishing will be charged with trespassing.

Before ice fishing, Association Member must first fill out a waiver of liability form at the office and secure one (1) sticker to be attached to their bucket and/or (1) sticker for their ice shack (if applicable) from the lake office during normal business hours. The bucket with attached sticker must be kept beside Association Member when ice fishing.

Catch inspections may be done by individual(s) designated by Holiday Lake Board of Directors.

Any lot owner may check to see if a person is a property owner with the appropriate sticker, and if not, ask that person to leave the lake. You may also contact the office or your unit director to report an unregistered vehicle or person you believe to be ice fishing illegally.

Corporate assessments may be made when catch inspection is refused; or when daily catch limit and/or size is violated.

Bass – Catch & Release Only***Walleye, Over 18" – Limit 3******Crappie, Over 10" – Limit 10******Perch, Over 10" – Limit 5******Bluegill – Limit 10******Catfish, Over 14" – Limit 10******Wiper, Over 18" – Limit 3******Muskie – Catch and Release Only*****WAIVER OF LIABILITY and AGREEMENT AS TO INDEMNIFICATION & ASSESSMENTS:**

I waive liability absolving the Holiday Lake Owners' Association, Inc., its board, employees and members, and their families and heirs ("Absolved Individuals"), of any demand, claims, actions, causes of action, losses, damages, liabilities, liens, judgments, costs and expenses of every type and nature including without limitation, reasonable attorneys' fees and expert witness fees actually incurred or to be incurred (collectively, "Claims") arising from or caused by my ice fishing activities on the lakes of Holiday Lake Subdivision, including without limitation, its roads, commons and lakes.

In addition, I agree to hold the Absolved Individuals free from and to compensate them fully for any Claim relating in any way to my ice fishing activities on the lakes of Holiday Lake Subdivision. In addition, I agree to be financially responsible for any and all assessments incurred by any rule violations related to the use of my Motor Vehicles, whether or not listed above.

In addition, I agree to be financially responsible for any and all assessments incurred by any rule violations related to my ice fishing activity on the lakes of Holiday Lake Subdivision.

I AGREE to the above WAIVER OF LIABILITY and AGREEMENT AS TO INDEMNIFICATION & ASSESSMENTS.

I FURTHER AGREE TO FOLLOW THE RULES, REGULATIONS AND BYLAWS OF HOLIDAY LAKE OWNERS' ASSOCIATION, INC.

Lot Owner Name (Please Print) _____

Unit and Lot No. _____

Date: _____ Sticker # _____

Signature: _____

Form 5 (2024)**HOLIDAY LAKE OWNERS' ASSOCIATION, INC.
101 BUENA VISTA DRIVE, BROOKLYN, IA 52211****HOLIDAY LAKE POWELL PARK SHELTER
RESERVATION USE AGREEMENT**

Rental Date(s): _____ Name: _____

Rental Hours: _____ Unit/Lot: _____ Phone: _____

The Holiday Lake Powell Park Shelter, owned by Holiday Lake Owners' Association, Inc., (Association) is located in Unit 5 of the Holiday Lake Subdivision. The facility is available for use from Memorial Day weekend through Labor Day weekend. It may be opened earlier or later in the season depending on the weather. **The Holiday Lake Powell Park Shelter is available for use only by Holiday Lake lot owners who are in good standing with all required fees paid to current date.** The facility should be reserved in advance and is booked on a first come, first serve basis. Reservations can be made by contacting the Association located at 101 Buena Vista Drive, Brooklyn IA 52211; the telephone number is (641) 522-7686.

The Association and the Lot Owner named above agree as follows:

DEPOSIT FEE

Reservations may be made up to one year in advance. A deposit of \$50.00 is due at the time of booking for each date reserved. Deposit fees will be refunded in full if the event is cancelled.

Payment of the deposit amount entitles the lot owner to use the facility from 8 a.m. until 10 p.m. the day of the reservation unless prior arrangements have been made to extend the facility usage past this time. The lot owner must be present during the entire event. Any music and/or sound system must be turned off by midnight. Lot owners are expected to be considerate of neighboring Holiday Lake property owners. The facility must be cleaned up and vacated by 1:00 a.m.

DECORATIONS

The lot owner is allowed to use decorations within the facility. No table "sprinkles", confetti, rice, birdseed, or like decorations are allowed to be used in the facility or on the premises. Lot owner shall remove all decorations by midnight of the day of the reservation.

ALCOHOL USE

Alcohol is permitted on the premises and within the facility. However, no alcohol may be sold on the premises during the term of the agreement. The usage of beer kegs is permitted. All state and local laws must be adhered to.

PICNIC TABLES

Picnic tables that are furnished are the property of the Association and are to remain in the park at all times.

GRILL USE

There are two park-style charcoal grills provide near the facility. Lot owners may bring in their own grills for use.

TRASH AND DEBRIS

The lot owner must provide trash receptacles and removal of the trash receptacles. All trash and debris must be removed from the facility the day of the reservation.

PROHIBITED EVENTS AND ACTIVITIES

No reservations can be made for those who would not normally be permitted to reserve the facility and will only be reserved to lot owner who are in good standing and in compliance with all lake policies and procedures.

- No parking of vehicles anywhere within Powell Park.
- No fires are allowed anywhere within Powell Park.
- No overnight usage of the facility is permitted.

VEHICLE UNLOADING AND LOADING

If the ground is dry, vehicles may be driven down to the shelter to unload and load supplies as well as provide transportation for those unable to walk to and from the Powell Park Shelter. All vehicles must be removed from the park in-between times. Only enter the park from the parking provided off of 328th Avenue. Do not drive across the park from North Lakeshore Drive.

DEPOSIT

The deposit is given to reserve the date and to assure that the facility is left in the same condition as when possession was taken. If, within the sole judgment of the Association or those acting under its authority, the facility was not left in the condition it was in prior to use, or if additional cleaning, repairs or other damage has occurred, the deposit may be retained in full or in part. This paragraph in no way limits the responsibility of the lot owner for any damages to the facility. Cleanup costs shall be billed at the rate of \$25 per hour, per custodian, and shall be deducted from the deposit. If cost of cleanup exceeds the deposit, lot owner will be billed for the excess. Prior failure to leave the facility clean or if damages occur may result in the Association's refusal to rent to the same persons or group in the future.

CONDITION AND DAMAGES

Lot owner agrees to leave the facility in the same condition as before the lot owner use and to follow the specific clean-up guidelines; meaning that picnic tables will be wiped and returned to their proper place, the counter wiped and all trash will be removed from the facility. Damages incurred during the time the lot owner is utilizing the facility, the lot owner shall be fully responsible for 100% of the cost of repair, replacement, or whatever remedies may be necessary to return the facility to the condition it was in prior to lot owner's use. Lot owner will be billed as soon as practical for any such amounts in excess of the deposit, and if amounts remain unpaid over 30 days, lot owner shall not be allowed to reserve the facility again until such amounts are paid. The Association may proceed in small claims court or the Iowa District Court seeking appropriate damages.

The Association assumes no responsibility for personal property left in the facility. Any person found in possession of or damaging articles belonging to the Holiday Lake Powell Park Shelter will be subject to legal action. Use of the facility does not imply the Association or its Board of Directors endorses the activity. All equipment with the Holiday Lake Powell Park Shelter belongs to the Association and will not be removed from the facility. Neither the Association nor its Board of Directors will be responsible for injury to person or property arising from acts or omission of the lot owner or its guests. The lot owner is responsible for the actions of all their guests attending the event. It is also the lot owner's responsibility to supervise all children on the premises.

******* ALL PRICES ARE SUBJECT TO CHANGE *******

Name of Lot Owner _____

Contact Person _____

E-mail _____

Phone (Day) _____ (Evening) _____

Address _____

Type of Activity _____

Approximate Attendance _____

Deposit Amount Due _____ Date Deposit Paid _____

☐ Cash ☐ Check # _____

Deposit Amount Refunded _____ Date Refunded _____

☐ Check # _____

If full deposit not returned, state reason(s) _____

If damages billed in excess of deposit, _____

Amount Billed _____

Date Billed _____

Date Damages Paid _____

☐ Cash ☐ Check # _____

Your signature affixed hereto attests that you have read, understand, and agree to comply with all the restrictions and procedures herein and to follow the attached instructions, noted above, while using the Holiday Lake Powell Park Shelter and attest that you agree to the following:

I, _____, shall indemnify, save and hold harmless, the Association and all of its officers, agents, members and employees, from and against any and all claims, liability, expenses, demands, actions or cause of action of whatever nature or character, including attorney fees and expenses of litigation, for loss, damage or injury to any person or property of participants, guest, invitee, trespassers or any other person arising out of or in any way connected with the occupancy or use of the Holiday Lake Powell Park Shelter by the undersigned LOT OWNER of persons on whose behalf I am acting. The lot owner shall be responsible for obtaining a minimum of \$500,000 of liability insurance for the term of the agreement and must provide a copy of proof of insurance along with this signed reservation agreement.

Signed _____ Date _____

Lot owner / Responsible Party

Signed _____ Date _____

Holiday Lake Owners' Association, Inc. Representative

Form 6 (2024)

**HOLIDAY LAKE OWNERS' ASSOCIATION, INC.
101 BUENA VISTA DRIVE, BROOKLYN, IA 52211**

**HOLIDAY LAKE COMMUNITY CENTER
RESERVATION / RENTAL AGREEMENT**

Rental Date(s): _____ Rental Hours: _____

Name: _____ Unit/Lot: _____

Address: _____ Phone: _____

The Holiday Lake Community Center (Community Center), owned by Holiday Lake Owners' Association, Inc., (Association) is located on Lot A in Unit 6 of the Holiday Lake Subdivision. The facility was completed in 2008 and has meeting/conference space to accommodate over 250 people and has a full kitchen. It is appropriate for wedding receptions, family gatherings, conferences, and civic group meetings.

The Community Center is *available for rent* only by Holiday Lake lot owners, in good standing with all required fees paid to current date (Renter).

The Community Center is *available with all fees being waived* to all Holiday Lake lot owners, in good standing with all required fees paid to current date, (Renter/Responsible Party) for lake wide events approved by the Holiday Lake Board of Directors *as long as the event is properly advertised as open to all Holiday Lake lot owners.*

The facility should be reserved in advance and is booked on a first come, first serve basis.

Reservations can be made by contacting the Association located at 101 Buena Vista Drive, Brooklyn IA 52211; the telephone number is (641) 522-7686. **All Reservation / Rental Agreements will be reviewed and approved by the Holiday Lake Community Center Management Committee and/or Designee.**

The Association and the Renter named above agree as follows:

DEPOSIT AND RENTAL FEES

Reservations may be made up to one year in advance and only by a Renter (not someone on a Renter's behalf). A deposit equal to the facility rental schedule is due at the time of booking for each rental date reserved. Deposit fees will be refunded in full if the event is cancelled more than 90 days prior to the rental date. Cancellations made 60-90 days prior to the rental date will be refunded one-half the deposit fee. No deposit will be refunded for cancellations made less than 60 days prior to the rental date.

The full rental fee is due at the time of booking for each rental date reserved. The rental fee will be returned in full and the deposit will be forfeited if the event is cancelled less than 60 days prior to the rental date. Rental amounts shall be due in accordance with the following schedules:

Facility Rental Schedule for Weekdays, Monday through Thursday, and excluding holidays:

<input type="checkbox"/>	Community Center Deposit	\$75.00 / day	_____
<input type="checkbox"/>	Community Center Rental	\$75.00 / day	_____
	Total Payment Due		_____

Facility Rental Schedule for Weekends, Friday through Sunday, and Holidays (as set out below):

<input type="checkbox"/>	Community Center Deposit	\$175.00 / day	_____
<input type="checkbox"/>	Community Center Rental	\$175.00 / day	_____
	Total Payment Due		_____

Holidays are: Valentine's Day, St. Patrick's Day, Easter, Memorial Day, 4th of July, Labor Day, Halloween, Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, and New Years Day.

***** ALL PRICES ARE SUBJECT TO CHANGE

Type of Activity _____

***Cleaning service** ☐ Yes ☐ No**This fee will be deducted from deposit. If cost exceeds deposit, renter will be billed excess.*

Room (s) Reserved _____ Approximate Attendance _____

Deposit Amount Due _____ Date Deposit Paid _____

☐ Cash ☐ Check # _____

Deposit Amount Refunded/Shredded _____ Date Refunded/Shredded _____

☐ Check # _____If full deposit not returned, state reason(s) _____
_____If damages billed in excess of deposit, _____

Amount Billed _____ Date Billed _____

Date Damages Paid _____ ☐ Cash ☐ Check # _____

Rental Amount Due _____ Date Rental Paid _____

☐ Cash ☐ Check # _____

Your signature affixed hereto attests that you have read, understand, and agree to comply with all the restrictions and procedures herein and to follow the attached instructions, noted above, while renting the Holiday Lake Community Center and attest that you agree to the following:

I, _____, shall indemnify, save and hold harmless, the Association and all of its officers, agents, members and employees, from and against any and all claims, liability, expenses, demands, actions or cause of action of whatever nature or character, including attorney fees and expenses of litigation, for loss, damage or injury to any person or property of participants, guest, invitee, trespassers or any other person arising out of or in any way connected with the occupancy or use of the Holiday Lake Community Center by the undersigned RENTER or persons on whose behalf I am acting.

Renter shall be responsible for obtaining a minimum of \$500,000 of liability insurance for the term of the rental agreement and must provide a copy of proof of insurance along with this signed reservation / rental agreement.

Name of liability insurance company _____ & policy # _____.

Renter is responsible to leave the facility in the same (or better) condition as it started. A Rental Checklist may be provided for your assistance.

Signed _____
Renter / Responsible Party

Date _____

Signed _____
Holiday Lake Owners' Association, Inc. Representative

Date _____

Payment of the rental amount entitles the Renter to use the facility until midnight the day of the reservation. **The Renter must be present during the entire event.**

Any music and/or sound system must be turned off by midnight.

Renters are expected to be considerate of neighboring Holiday Lake property owners.

The facility must be cleaned up and vacated by 1:00 a.m. unless pre-approval has been given to extend clean up timeframe.

DECORATIONS

Renter will be limited to free standing floor display and table decorations only.

- ❖ NO decoration shall be attached to the ceiling or walls, windows, doors, or to the exterior of the building.
- ❖ No tape, Tacky, pins, thumbtacks or nails are permitted
- ❖ No glitter, table "sprinkles", confetti, rice, birdseed, or like decorations are allowed to be used in the facility or on the premises.
- ❖ No tapers or pillars or another type of candle/lighting with open flame are allowed.

Violations of these rules will result in your deposit being forfeited to pay for cleaning services and additional charges could apply as outlined in the deposit description below.

Renter may decorate the night before, if facility is available, but this is not guaranteed.

Renter shall remove all decorations by midnight of the day of the reservation, unless other arrangements have been pre-approved.

ALCOHOL USE

Alcohol is permitted on the premises and within the Community Center. However, no alcohol may be sold on the premises during the term of the rental agreement. The usage of beer kegs is permitted, but all beer kegs must be kept in either the kitchen or on the BBQ patio. If the beer kegs are kept in the kitchen, place a rug under the keg holder to prevent sweat from making the floor damp and slippery. All state and local laws must be adhered to.

GRILL USE

Grills may not be used within the facility.

Grills must be used on the BBQ Patio located on the backside of the facility.

NO SMOKING FACILITY

The Community Center is a **completely nonsmoking facility.**

Those wishing to smoke will find an exterior ashtray available outside the facility.

No smoking is allowed at any other location around the exterior of the Community Center.

No smoking or other use of tobacco products (including, but not limited to, cigarettes (tobacco, herbal and clove), pipes, cigars, snuff, chewing tobacco, e-cigarettes, smokeless cigarettes, vaporizers, vape pens, mods, tanks, cigalikes, JUUL, e-hookah and hookah pens. As well as dissolvable (flavored tobacco products sold as lozenges, orbs, strips, toothpick-sized sticks, breath mints or gun) is permitted in any part of the building. Members and their guests may smoke outside in designated areas.

When smoking or otherwise using tobacco or similar products outside, do not leave cigarette butts or other traces of litter or tobacco use on the ground or anywhere else.

TABLES AND CHAIRS

No indoor tables and chairs that are furnished by the Community Center are to be taken outside of the Community Center for any reason, at any time. These items are the property of the Community Center and are to remain inside the Community Center at all times.

KITCHEN

- **Do not plug** more than one electric roaster into an outlet. Doing so may cause circuit breakers to shut off the circuit.
- **Do not put** any coffee grounds or grease down any of the drains. The Community Center has a septic system and these items will cause difficulties with the system.
- Before leaving **clean refrigerator and freezer: Remove all items and wipe up any spills** that may have occurred.

PROHIBITED EVENTS AND ACTIVITIES

No pets or animals are allowed in the facility with the exception of service animals.

No overnight usage of the facility is permitted.

TRASH AND DEBRIS

Holiday Lake Community Center will supply the garbage cans and liners.

Renters will remove all of their trash and debris from the facility the day of the reservation. The garbage cans provided are the property of the Community Center and are to remain inside the facility at all times.

DEPOSIT

The deposit is given to reserve the date and to assure that the facility is left in the same condition as when possession was taken.

If, within the sole judgment of the Association or those acting under its authority, the facility was not left in the condition it was in prior to use, or if additional cleaning, repairs or other damage has occurred, the deposit may be retained in full or in part.

Cleanup costs shall be billed at the rate of \$25 per hour, per custodian, and shall be deducted from the deposit.

If cost of cleanup exceeds the deposit, Renter will be billed for the excess.

This paragraph in no way limits the responsibility of the Renter for any damages to the facility.

Prior failure to leave the facility clean or if damages occur may result in the Association's refusal to rent to the same persons or group in the future.

CONDITION AND DAMAGES

Renter agrees to leave the facility in the same condition as before the Renter's use and to follow the specific clean-up guidelines, meaning: (a) tables and chairs will be wiped down; (b) all floors will be swept and mopped; (c) tables, chairs and equipment will be returned to their proper places and (d) all trash will be removed from the facility.

All kitchen utensils, dishes and equipment must be cleaned and returned to their original location in the kitchen, if applicable. Each cupboard is labeled for this purpose. If any kitchen utensils, dishes or equipment are not replaced accordingly, an amount will be deducted from the deposit equivalent to the amount of time it takes the custodian to return the items at the rate of \$25 per hour.

Damages incurred during the time the Renter is utilizing the facility, the Renter shall be fully responsible for 100% of the cost of repair, replacement, or whatever remedies may be necessary to return the facility to the condition it was in prior to Renter's use.

The charge for removing gum from flooring or tables will be \$25 per occurrence.

Renter will be billed as soon as practical for any such amounts in excess of the deposit, and if amounts remain unpaid over 30 days, Renter shall not be allowed to rent the facility again until such amounts are paid. The Association may proceed with corporate assessment and/or take other legal action as in small claims court and/or the Iowa District Court seeking appropriate damages.

Take Note

The Association assumes no responsibility for personal property left in the facility.

Any person found in possession of or damaging articles belonging to the Community Center will be subject to legal action.

Use of the facility does not imply the Association or its Board of Directors endorses the activity.

All equipment with the Community Center belongs to the Association and will not be removed from the Community Center.

Neither the Association nor its Board of Directors will be responsible for injury to person or property arising from acts or omission of the Renter or its guests.

The Renter is responsible for the actions of all their guests attending the event.

It is the Renter's responsibility to supervise all children on the premises.

Form 7 (2024)**BUILDING PERMIT APPLICATION COVER SHEET TO ACCOMPANY REQUIRED MATERIAL****HOLIDAY LAKE OWNERS ASSOCIATION, INC.****101 BUENA VISTA DRIVE, BROOKLYN, IOWA 52211 -- (641) 522-7686 -- holdayma@netins.net****FULL DETAILED GUIDELINES FOR BUILDING AT HOLIDAY LAKE CAN BE FOUND
IN THE 2024 RULES AND REGULATIONS****DIVISION III -- BUILDING REGULATIONS**

The Association declares the following to be its "Building Regulations" with reference to the regulation of the planning, design, and construction of all buildings and/or exterior property improvements within the Holiday Lake Subdivision.

General Provisions -- Requirements -- Corporate Assessments:

Before beginning any exterior construction on any new or existing building of any type, any landscaping that alters terrain or eliminates trees of more than 4 inches in diameter, any fencing or building of walls, any significant ground surface changes (such as cementing in an area that was gravel or soil), septic changes or additions (including holding tanks), culverts, or any construction or alteration of a driveway within the Holiday Lake Subdivision -- the following items, as applicable, and must be completed prior to the anticipated work. A permit is required for all new, add-on or replacement structures erected upon or moved to Holiday Lake Subdivision.

1. Obtain a building permit (if applicable) from Poweshiek County and attach to this form and submit to the building department via mail, email, or hand delivery.
2. Provide a drawing or sketch to the Association. The drawing or sketch must include the size of the improvement, type of improvement, and details describing the scope of work. Drawing must include reference and distance to property lines from such improvements. Additional drawings, blueprints, and description may be required by the Association.
3. **Septic Changes / Additions:** Provide a copy of approved Poweshiek County Board of Health Application for permit to construct, reconstruct, or alter a private sewage disposal system. Placement of septic must be on the drawing or sketch, with lot lines identified and referenced with distances.
4. **Establish lot lines (locate, identify, and mark w/flags or stakes) and maintain (5) feet set back from back and side certified survey lot lines and from water. A (10) foot setback is required from the front/road certified survey lot line. Overhangs may intrude into the setback area no more than (36) inches.**
5. **Sheds:** A permit is required for all structures that are defined as a shed, whether a portable or permanent structure. Portable sheds must be on skids/runners, moveable and NOT hardwired for electricity/utilities.
6. The Holiday Lake Board of Directors through its Holiday Lake Building Department & Committee must pre-approve the construction site and building plans which includes this Building Permit Application cover sheet. Application must be approved and signed by the Holiday Lake Building committee. If the standards set forth herein are not complied with, construction may be stopped at the discretion of the Building Department & Board of Directors until compliance is assured. The Board may seek assistance in the form of injunctive relief from the Iowa District Court of Poweshiek County to halt construction in those circumstances.
7. **A Corporate Assessment in the amount of \$250 will be applied to the Lot Owner's account if construction is started without Holiday Lake Building Committee pre-approval.**

CONSTRUCTION SITE MAINTENANCE:

The Board of Directors may seek assistance in the form of injunctive relief from the Iowa District Court of Poweshiek County to halt construction if any Building Regulation has been violated.

**Trucks or trailers shall not be parked overnight on Holiday Lake Subdivision roads,
right-of-ways, or common areas.****Have silt fence properly installed and maintained for soil erosion and/or water flow control.**

A dumpster or barrels for refuse and building materials are required on the site to be used by the construction crew to eliminate an unsightly accumulation and/or scattering of debris in the Holiday Lake Subdivision.

When building on your property or landscaping you must notify your contractor or supplier of materials if the road is blocked for loading or unloading of equipment or supplies, and during such unloading the contractor or supplier of materials must have barricades or flags in place (both directions) warning with sufficient distance from the unloading site that there is construction ahead.

The property owners are responsible for cleaning up any debris, trash, mud, and dirt on Holiday Lake Subdivision roadways caused during the normal construction by any machinery and vehicles, including large trucks. Debris, trash, mud, and dirt not removed by property owners will be removed by the Association at the property owner's expense.

Construction crews/equipment must not intrude on neighboring properties without written consent of adjoining property owners.

Lot owners are responsible for making sure the road is restored in to its original condition if the road is damaged in any way.

This restoration requires the use of rock, millings, and/or seal coating if necessary. Failure to comply with the above will result in the lot owner being assessed with a Corporate Assessment including the cost of restoration of the roadway due to the damage incurred as a result of construction.

During construction, an emergency sign or house number with unit and lot number shall be visibly posted to facilitate deliveries and inspections.

Holiday Lake building permit is valid for 18 months from the approval date below. **If construction outlined in building permit is not completed within said 18 months, a new building permit must be submitted and board approval must be received before construction can resume.**

PRINT LOT OWNER NAME: _____ PHONE #: _____

PROJECT ADDRESS: _____ E-MAIL: _____

I hereby state that the construction being requested in this application complies fully with the Holiday Lake Owners' Association, Inc. current Rules and Regulations of Holiday Lake Subdivision, Division III, Building Regulations.

I have read and understand the rules set forth above. I agree it is my responsibility to be in compliance with these rules and if the construction does not comply, I will be required to bring the work/construction within compliance at my expense.

The approval Signatures on this form of the Holiday Lake Board of Directors / Building Department does not absolve my responsibility to comply with Holiday Lake Owners' Association, Inc. Rules and Regulations.

By signing my name, I acknowledge Holiday Lake Board of Directors may be visiting my property when I am not present.

NOTE: The time limit for examining plans by Building Committee members should be no more than (2) two weeks, although the (2) two-week time limit is not mandatory, and failure of the Building Committee to act within two weeks does not in any way alter the required approval by the Building Committee or any other rights of the Holiday Lake Owners' Association.

LOT OWNER SIGNATURE: _____ DATE: _____

TYPE OF APPLICATION: (circle 1) Single Family Home – Garage – Shed (include type) – Room Addition – Porch/Patio – Deck – Swimming Pool – Boat dock/lift/shelter – Shoreline protection – Dredging/Silt removal – Driveway – Culverts – Ditch fill – Drainage tiles – Landscaping – Other (specify) _____

DESCRIPTION OF PROJECT / SCOPE OF WORK: _____

ATTACH THE FOLLOWING: Drawing or Sketch _____ County Permit _____ Site Plan _____

LOT LINES MARKED? _____ PROJECT MARKED/FLAGGED/STAKED? _____ TREES MARKED? _____ # _____

SILT FENCE REQUIRED? _____ SILT FENCE IN PLACE? _____ RECHECK REQUIRED? _____

SITE VISIT DATE: _____ Initials: _____

PHOTOS: _____

HOLIDAY LAKE BOARD OF DIRECTORS, 2 REQUIRED: _____ & _____

BUILDING DEPARTMENT REVIEW (DATE & NOTES): _____

RETURN SITE VISIT DATE: _____ INIT: _____ APPROVAL DATE: _____

REQUEST FOR EXTENSION: Date _____ to Date _____ Board Inits: _____

DATE/TIME/INITIALS CONTACTED APPLICANT WITH DECISION: _____

**HOLIDAY LAKE OWNERS' ASSOCIATION, INC.
101 BUENA VISTA DRIVE, BROOKLYN, IA 52211**

**CULVERT INSTALLATION APPLICATION COVER SHEET
TO ACCOMPANY REQUIRED MATERIAL**

Lot Owner Name: _____ Phone Number: _____

Unit: _____ Lot Number: _____

Date Submitted: _____

Iowa One Call: 800-292-8989: Date: _____ Time: _____

Confirmation Number: _____

Payment Options (select one)

- ☐ Lot Owner will pay Lot Owner's contractor for materials and labor
☐ Lot Owner requests that the Association provide the materials and labor. Lot Owner will pay \$150 for the cost of the materials and labor prior to work beginning. (Payment may accompany this application.)

Association Use Only

Date Approved by the Board of Directors: _____

Approval Signature by Officer of the Board of Directors: _____

Date Culvert Installed: _____

Culvert Installation Site Maintenance

A driveway culvert and suitable base for driveway must be installed prior to any excavation or delivery of materials to the job site. This provision may temporarily be waived upon request to the Building Committee when in their judgment there is insufficient ditch depth to adequately cover the culvert pipe and it is apparent that the weight of delivery trucks will bend the pipe. Waiver of the culvert pipe installation shall be written on the Holiday Lake Culvert Application Cover Sheet by the Building Committee.

Prior to culvert installation, an emergency sign or house number with unit and lot number shall be visibly posted to facilitate deliveries and inspections.

Lot lines must be clearly marked.

Flags must be placed at both ends of where the culvert is to be installed.

Culvert size shall be 12" minimum diameter and 40' maximum length. Subject to review by the Building Committee on a case-by-case basis, any new construction or placement of culvert is required to have a 5' clean out between each culvert in order to maintain ditches.

Culvert material shall be dual wall plastic.

This Culvert Installation Application Form is required to be filled out and pre-approved before any work begins. The expense of obtaining proper size culvert is the responsibility of the property owner. Installation of culvert includes cleaning out the ditch to proper depth, installing culvert and covering culvert with appropriate materials. It is recommended that ditches for culverts be dug out and installed by Holiday Lake Owners' Association, Inc., maintenance personnel.

Form 9 (2024)

**HOLIDAY LAKE OWNERS' ASSOCIATION, INC.
101 BUENA VISTA DRIVE, BROOKLYN, IA 52211**

LOT OWNER APPLICATION FOR MAINTENANCE ASSISTANCE

On _____ (date) I/we hereby apply for maintenance assistance from the Holiday Lake Owners' Association, Inc., (Association) with respect to a lot or lots which I/we own at Holiday Lake described as:

I/we understand that this application is made pursuant to rules and regulations of the Association and that I/we are bound by those rules and regulations. I/we hereby apply for maintenance assistance as follows with respect to the lots described above on this application. I/we understand that I/we may attach drawings and other documents which may be of assistance to the Board of Directors and determining whether this application shall be approved and if it is approved the ability of the Board of Directors to schedule and complete the work. Such additional drawings or other documents are described in this application. The work for which I/we seek assistance is described as follows:

Signature _____ Date _____
Lot Owner

Association Use Only

Date of Receipt of Application _____ **Received by** _____
Action on Application for Assistance -- This maintenance assistance has been reviewed and evaluated under internal board operating procedures including consultation with maintenance employees of the corporation. The board _____ approves or _____ disapproves (check one) the application. If approval is indicated such approval is granted with the following limitations or conditions:

Holiday Lake Owners' Association, Inc.

By: _____

Form 10 (2024)

**HOLIDAY LAKE OWNERS' ASSOCIATION, INC.
101 BUENA VISTA DRIVE, BROOKLYN, IA 52211**

DESIGNATION OF VOTING RIGHTS

TO: The Corporate Secretary, Holiday Lake Owners' Association, Inc. ("Association")

FOR CORPORATIONS, PARTNERSHIPS AND ANY OTHER ASSOCIATION OF INDIVIDUALS

I represent that I am an officer of _____ (Entity), which owns Lot _____ in Unit _____ at the Holiday Lake Subdivisions, Brooklyn, Iowa, and that I am authorized to designate the individual entitled to vote on behalf of the Entity as a member of the Association. I will personally hold Holiday Lake harmless for any and all claims or liability, including its attorney fees for defending any claim, related in any way to Holiday Lake relying on my representations in this Voting Right Designation Form.

I designate _____ to vote on behalf of the Entity as to the Lot described above at any meeting of the members of Holiday Lake.

Signature of officer of Entity _____

Printed name of officer of Entity _____

Title of officer of Entity _____

FOR TENANTS IN COMMON

We are collectively all Tenants in Common of Lot _____ Unit _____ at Holiday Lake Subdivisions, Brooklyn, Iowa.

We designate _____ to vote on behalf of all of us as to the Lot described above at any meeting of the members of the Association.

Signature of tenant in Common (sign and print name) _____

Signature of tenant in Common (sign and print name) _____

Signature of tenant in Common (sign and print name) _____

Signature of tenant in Common (sign and print name) _____

This voting designation will be hereby entered into the records of the Association. This designation may be changed in the future by the current owners of the aforementioned lot.

The Holiday Lake Owners' Association Bylaws provide, in part, as follows: "... Each lot is entitled to one membership and one vote regardless of the number of titleholders. Corporations, partnerships and any other association of individuals, including tenants in common, which purchase lots, shall designate, in a writing addressed to the corporate secretary, the name of the person who shall exercise the entity's membership voting rights. Such designation must be signed by an authorized officer of the entity owning the lot or by each individual in the case of tenants in common owning the lot. If no written notice has been delivered to the corporate secretary or if the person named is not present to vote, then a vote may not be cast. "

Dated: _____

Form 11 (2024)**HOLIDAY LAKE OWNERS' ASSOCIATION, INC.
101 BUENA VISTA DRIVE, BROOKLYN, IA 52211****LOT OWNER APPLICATION FOR USE OF PORTABLE TOILET**

Lot Owner Name: _____ Phone Number: _____

Unit: _____ Lot Number: _____

If I am making application for placing a portable toilet on the above lot (or an adjoining lot also owned by me), I represent that I have a working septic system or holding tank located at the Unit and Lot indicated above, understanding that this is a requirement for making application for use of a portable toilet at that location.

Lot owner agrees that:

- 1) The portable toilet must be self-contained;
- 2) The use of the portable toilet is for the purposes of accommodating a large gathering.;
- 3) The portable toilet will be allowed inside the subdivision at the above lot or a connecting lot also owned by the Lot owner for a maximum of one (1) week
- 4) The portable toilet will be allowed at Powell Park for a maximum of three (3) days.;
- 5) The application for the use of the portable toilet will be submitted at least 1 week in advance.

Nature of special event: _____ Date of Event: _____

Will portable toilet be placed at Powell Park? _____ (yes or no)

Approximate Attendance: _____

Date Portable Toilet will be delivered: _____

Date Portable Toilet will be picked up: _____

The Company contracted to deliver the portable toilet:

Name: _____ Phone _____

Signature of Lot Owner_____
Date

Association Use Only

Date of Receipt of Application _____ Received by _____

Approved on _____ by _____

Form 12 (2024)

**HOLIDAY LAKE OWNERS' ASSOCIATION, INC.
101 BUENA VISTA DRIVE, BROOKLYN, IA 52211**

LOT OWNER APPLICATION FOR BUSINESS OPERATION

On _____ (date) I/we are the Lot Owners of Lot # _____ Unit # _____ at Holiday Lake, and we hereby apply for permission to operate the following type of business on that Lot:
(describe) _____

- Will there be any structural changes to any building on the Lot? Yes / No
- Will there be signage, noise or lights associated with the business? Yes / No
- Does the Lot Owner live at the Lot? Yes / No
- Will there be employees at the Lot, other than the Lot Owner(s)? Yes / No
- Will there be retail sales at the Lot? Yes / No
- Will the business require any investment that will lose value if the Board determines at a later date to take away permission to operate the business on the Lot? Yes / No

Describe the business-related activity on the Lot (what would your neighbor notice) and explain any "Yes" answer:

I/We understand that this application is made pursuant to resolutions, rules and regulations of the Association and that I/We are bound by those. I/we understand that the Board will not permit any activity that negatively impacts the residential character of Holiday Lake unless such impact is of a de minimis (minor) nature. I/We further understand that a determination approving this application is not perpetual and the Board may at any time alter its determination upon 30 days notice to the Lot Owner(s). I/We will agree not to invest in a business on my/our Lot based on the belief that it will continue for any period of time on my/our Lot at Holiday Lake. **I/We hereby waive any claim for remuneration and will hold Holiday Lake Owners' Association and its Directors and employees harmless from all damages, including attorney fees incurred, in the event the Board changes its determination approving this application.**

RELEASE OF LIABILITY and AGREEMENT AS TO INDEMNIFICATION & ASSESSMENTS: I represent that I am the owner of the above described business ("Business"). To the fullest extent permitted by law, I hereby release, waive, and discharge Holiday Lake Owners' Association, Inc.; its board, employees and members; and their families and heirs ("Absolved Individuals"), from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin as to any Claim relating in any way to, arising from or caused by the operation of my Business at the Holiday Lake Subdivision, including without limitation its roads, commons and lakes. In addition, I agree to fully indemnify the Absolved Individuals for any Claim by anyone relating in any way to, arising from or caused by the operation of my Business at the Holiday Lake Subdivision, including without limitation roads, commons and lakes. For the purposes of this paragraph, a "Claim" is defined as any demands, claims, actions, causes of action, losses, damages, liabilities, liens, judgments, costs and expenses of every type and nature (including, without limitation, reasonable attorneys' fees and expert witness fees actually incurred or to be incurred) and includes those based on the negligence of an Absolved Individual. In addition, I agree to be financially responsible for any and all assessments incurred by any rule violations related to the operation of my Business.

INSURANCE: If Lot Owner's Application for Business Operation is approved by the Board, such approval is contingent on Lot Owner obtaining and then maintaining a minimum of \$1,000,000 of liability insurance covering their business, with Holiday Lake Owners' Association, Inc., named as an additional insured. **Such proof of insurance naming Holiday Lake Owners' Association, Inc., must be supplied to Holiday Lake prior to any operations, and then updated on an ongoing basis prior to all renewals.**

Signature _____ Printed _____ / Signature _____ Printed _____
Lot Owner Lot Owner

Lot Owner(s) Phone Number(s): _____

Association Use Only

Date of Receipt of Application _____ **Received by** _____

Action on Application for Business Operation -- This Application for Business Operation has been reviewed and evaluated by the Board. Based on the information submitted and additional information deemed appropriate by the Board to consider, the Board _____ approves or _____ disapproves (check one) the application. If approval is indicated such approval is granted with the limitation that the Board may change its determination without liability to the Lot Owner.

Holiday Lake Owners' Association, Inc.

By: _____ date _____

Proof of insurance provided: _____ signed _____ date _____

Form 13 (2024)

**HOLIDAY LAKE OWNERS' ASSOCIATION, INC.
101 BUENA VISTA DRIVE, BROOKLYN, IA 52211**

APPLICATION FOR VENDOR PERMIT

On _____ (date) I/we ("Vendor") are the Lot Owners of Lot # _____ Unit # _____ at Holiday Lake, and we hereby apply for permission ("Vendor Permit") to operate a concession stand and/or food cart ("Food Business") on Lots B, C, D or E in the Commercial Unit near the Holiday Lake beach, as determined by the Holiday Lake Owners' Association ("Holiday Lake") board of Directors.

Name of Food Business: _____.

Intended days and hours of operation of Food Business: _____.

FOOD IDENTIFICATION

Attach a copy of your menu with pricing

OR

List four main items that you wish to sell with their selling prices:

1. _____	Price: \$ _____.
2. _____	Price: \$ _____.
3. _____	Price: \$ _____.
4. _____	Price: \$ _____.

List four main side items you wish to sell with their selling prices:

1. _____	Price: \$ _____.
2. _____	Price: \$ _____.
3. _____	Price: \$ _____.
4. _____	Price: \$ _____.

List four main drink (non-alcoholic) items you wish to sell with their selling prices:

1. _____	Price: \$ _____.
2. _____	Price: \$ _____.
3. _____	Price: \$ _____.
4. _____	Price: \$ _____.

List four main other items not included above you wish to sell with their selling prices:

1. _____	Price: \$ _____.
2. _____	Price: \$ _____.
3. _____	Price: \$ _____.
4. _____	Price: \$ _____.

You must provide notice to Holiday Lake of any material deviation from this list and pricing or material alteration of your menu.

List all the equipment to be used as part of your Food Business:

I/We understand that this application is made pursuant to resolutions, rules and regulations of the Association and that I/We are bound by those. I/We further understand that a determination approving this application and any Vendor Permit issued is not perpetual and the Board may at any time alter its determination upon seven-day notice to the Lot

Owner(s), unless there is a rule violation in which case the revocation may occur immediately. I/We agree not to invest in the Food Business based on the belief that it will continue for any period of time. **I/We hereby waive any claim for remuneration and will hold Holiday Lake Owners' Association and its Directors and employees harmless from all damages, including attorney fees incurred, in the event the Board changes its determination approving this application.**

I further understand and agree to be bound by the following:

- 1) **Right to sell privileges:** Holiday Lake owns the property known as Lots A, B, C, D and E in the Commercial Unit at Holiday Lake ("Commercial Units") and as such owner possesses the right to grant and define all privileges to sell any items on such properties. No one may sell or advertise merchandise, food or services or post advertising bills, signs or cards or distribute similar materials or in any way solicit on the Commercial Units at any time without the express written permission of Holiday Lake or its authorized agent. Holiday Lake may issue Vendor Permits for the purpose of granting sales and advertising privileges as it deems are warranted and proper. Only Lot Owners may be granted Vendor Permits. Vendor will conduct the privileges granted by Holiday Lake according to the laws and rules of the State of Iowa, and without infringement upon the rights or privileges of others, and will not handle, advertise or sell any commodity or transact any business whatsoever, except that which has been expressly stipulated and agreed to in the Vendor Permit, and will confine their transactions to the space and privilege provided in the Vendor Permit.
- 2) **Approval and Access by Holiday Lake; Inspections and Permits:** All equipment and enclosures used by the Vendor are subject to Holiday Lake approval. Any representative of Holiday Lake shall have access to Vendor's business at all times. All inspectors, law enforcement officials, Holiday Lake management and employees have the right to enter a concession in the discharge of their duties for the purpose of making any investigation, inspection or re-inspection. It is the responsibility of Vendor to secure the necessary permits for conducting business at the location. Vendor is responsible for collecting and paying all applicable sales tax.
- 3) **Permit renewal and Reassignment:** Vendor Permits are for limited duration, and Holiday Lake reserves the right to refuse renewal and to terminate the Vendor Permit at any time and for any reason upon seven-day notice to Vendor or without any notice if Vendor has violated any provision herein. No Vendor Permit granted by Holiday Lake may be assigned or otherwise disposed of without the written consent of Holiday Lake.
- 4) **Quitting premises on daily basis:** At the expiration of each day of operation but not later than 9:00 p.m., the Vendor shall surrender possession of the premises to Holiday Lake without further notice to quit. Premises shall be in good repair as when possession was given, with the exception of unavoidable wear or damage. Any property left by Vendor between 9:00 pm and 7:00 am may be treated as trash and disposed of by Holiday Lake in any way it chooses, without notice and without liability to Vendor.
- 5) **Rental fee and deposit:** Vendor will pay a rental fee of \$100 per month (commencing on the issuance date of the Vendor's Permit) in advance and a deposit of \$100. The \$100 deposit may be used by Holiday Lake to compensate itself for any damages, including a \$50 processing fee in the event Vendor violates this agreement and Holiday Lake then terminates based on that violation.
- 6) **Duration of Vendor Permit:** The Vendor's right to operate commences upon issuance of the Vendor Permit described below and that issuance date shall be its monthly rental payment date. The Vendor Permit is subject to termination by either party on seven-day written notice provided in person or by regular or certified mail. Notice by any form of mail is deemed to have occurred three days after mailing. Such notice may also be provided to anyone staffing the Food Business and such notice is deemed adequate by Vendor. If Holiday Lake decides to terminate the Vendor Permit prior to the end of a monthly rental cycle, then a prorata share of the rent payment to the date of termination shall be refunded, unless such termination was the result of a violation of the rules herein, in which case no refund is required.
- 7) **Operating Time:** Vendor may only operate between 8:00 am and 8:00 pm and may not arrive to set up any earlier than 7:00 am and must be totally removed from the property by 9:00 pm.
- 8) **Electric light and power:** Vendor must provide its own electricity if needed. All wiring must be safe and not create a safety or fire hazard. Generators must not exceed 65 decibels at maximum load at 23 feet distance.
- 9) **Use of sound:** No band, orchestra, musicians, loud speaker, amplifier, radio or other sound device may be used by Vendor unless the sound or amplification is confined to only be audible in the area occupied by the Vendor or otherwise approved by Holiday Lake.
- 10) **Food and non-alcoholic drinks only:** Only food and non-alcoholic drinks may be sold by Vendor. The sale or distribution of items that are not directly related to the food being served is not allowed unless approval is received in writing from Holiday Lake. No alcohol shall be permitted at the food Vendor's location, whether or not for sale, and Vendor may not sell or give away alcoholic drinks of any kind. Vendor must have a menu board with prices clearly readable. Hand written signs are not acceptable.

- 11) **Theft:** Holiday Lake is not responsible for any damage to or theft of Vendor's property.
- 12) **Space use and Vendor's presence at booth:** The area utilized by Vendor for its food, signage, equipment, storage and personnel must not exceed a single area of 8 by 12 feet. Holiday Lake representatives shall designate the specific location for the vendor. Holiday Lake reserves the right to change the location at any time and for any reason. Vendor's location must be kept clean and orderly by Vendor. Storage boxes must be out of sight. Any vehicle used by a Vendor and not forming an integral part of the Food Business must be parked in the designated Holiday Lake parking areas. Vendor must personally be present at the Food Business location when it is open for business. The Food Business may not be left unattended for any significant period of time.
- 13) **Advertisements:** All advertisement give-aways, other than a menu not exceeding 8 ½ x 11 and business cards directly related to the Food Business, must be approved by Holiday Lake. No stick-ons, bumper stickers or inflated balloons may be given away as advertisements.
- 14) **Vendor Permit:** Upon (1) approval of this application by the board, (2) payment of the \$100 deposit and first month \$100 rental fee, and (3) presentation by Vendor of the required insurance binder, the permit section of this application shall be completed and this entire application, with required signatures, shall constitute the Vendor Permit and be valid until the end of the calendar year (December 31) when it was issued. The Vendor Permit must be prominently displayed at all times when Vendor is open for business.

FAILURE TO ABIDE BY THESE RULES MAY RESULT IN IMMEDIATE TERMINATION OF THE VENDOR PERMIT AND THE RIGHT TO OPERATE AS A VENDOR AT HOLIDAY LAKE.

WAIVER OF LIABILITY and AGREEMENT AS TO INDEMNIFICATION & ASSESSMENTS: I represent that I am or will be the owner of the above described Food Business, and I waive liability, absolving the Holiday Lake Owners' Association, Inc.; its board, employees and members; and their families and heirs (Absolved Individuals), of any demand, claims, actions, causes of action, losses, damages, liabilities, liens, judgments, costs and expenses of every type and nature (including, without limitation, reasonable attorneys' fees and expert witness fees) actually incurred or to be incurred (collectively, "Claims") arising from or caused by the operation of my Food Business (including, without limitation, any food-borne illness), whether or not listed above, at the Holiday Lake Subdivision, including without limitation its roads, commons and lakes. In addition, I agree to hold the Absolved Individuals free from and to compensate them fully for any Claim relating in any way to the operation of my Food Business, whether or not listed above, at the Holiday Lake Subdivision, including without limitation roads, commons and lakes. In addition, I agree to be financially responsible for any and all assessments incurred by any rule violations related to the operation of my Food Business, whether or not listed above. In addition, I agree to abide by any and all local, state, or federal licensing requirements, regulations, rules, or laws relating to food preparation, concession stands, food carts, and the like.

RELEASE OF LIABILITY and AGREEMENT AS TO INDEMNIFICATION & ASSESSMENTS: I represent that I am the owner of the above described Food Business. To the fullest extent permitted by law, I hereby release, waive, and discharge Holiday Lake Owners' Association, Inc.; its board, employees and members; and their families and heirs ("Absolved Individuals"), from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin as to any Claim relating in any way to, arising from or caused by the operation of my Food Business at the Holiday Lake Subdivision, including without limitation its roads, commons and lakes. In addition, I agree to fully indemnify the Absolved Individuals for any Claim by anyone relating in any way to, arising from or caused by the operation of my Food Business at the Holiday Lake Subdivision, including without limitation roads, commons and lakes. For the purposes of this paragraph, a "Claim" is defined as any demands, claims, actions, causes of action, losses, damages, liabilities, liens, judgments, costs and expenses of every type and nature (including, without limitation, reasonable attorneys' fees and expert witness fees actually incurred or to be incurred) and includes those based on the negligence of an Absolved Individual. In addition, I agree to be financially responsible for any and all assessments incurred by any rule violations related to the operation of my Food Business.

INSURANCE: If Vendor's Application for Vendor License is approved by the Board, such approval is contingent on Vendor obtaining and then maintaining a minimum of \$1,000,000 of liability insurance covering their Food Business, with Holiday Lake Owners' Association, Inc., named as an Additional Insured. **Such proof of insurance naming Holiday Lake Owners' Association, Inc., must be supplied to Holiday Lake prior to any operations, and then updated on an ongoing basis prior to all renewals.**

Signature _____ Printed _____ / Signature _____ Printed _____
Lot Owner (Vendor) Lot Owner (Vendor)

Lot Owner/Vendor(s) Phone Number(s): _____

Association Use Only

NAME OF VENDOR: _____

Date of Receipt of Application _____ **Received by** _____

Action on Vendor Application -- This Vendor Application has been reviewed and evaluated by the Board. Based on the information submitted and additional information deemed appropriate by the Board to consider, the Board _____ approves or _____ disapproves (check one) the application. If approval is indicated such approval is granted with the limitation that the Board may change its determination without liability to the Lot Owner.

SPECIAL REQUIREMENTS: _____

Holiday Lake Owners' Association, Inc.

By: _____

Deposit received: _____ 1st month rent received: _____ Insurance binder received: _____

PERMIT ISSUED: _____ (date) _____ (authorized Holiday Lake signature)

**ONCE FULLY COMPLETED, APPROVED AND SIGNED, THIS ENTIRE APPLICATION SHALL
CONSTITUTE A VENDOR PERMIT AS DESCRIBED HEREIN.**

2024 Rules and Regulations of Holiday Lake

ADDENDUM OTHER CONTROLLING DOCUMENTS

Articles of Incorporation as Amended and Restated Filed August 28, 2009

See attached in whole

Bylaws as Amended to Date of Issuance of these Rules and Regulations

See attached in whole

Covenants

Holiday Lake Subdivision real estate covenants (conditions, reservations and restrictions) are as follows:

I. ORIGINAL COVENANTS

1. The owner of any lot in said Subdivision, or his or her assigns, and their families and guests shall have the right to the use of Holiday Lake, the parks, drives, avenues, lanes, ways, entrances and courts or other conveniences and privileges maintained thereon by the proprietor of Holiday Lake, subject to any and all regulations now or hereafter imposed.
2. No building shall be erected or maintained on any lot in said Subdivision other than a private residence and a private garage and boat facilities for the sole use of the owner or occupant thereof.
3. Any garage or other building erected or maintained on any lot in said Subdivision must conform in appearance and construction to the residence on such lot.
4. No part of said premises shall be used for commercial or manufacturing purposes.
5. No residential building shall be erected or maintained on any lot in said Subdivision having a ground floor area of less than 550 square feet, including porches.
6. No building shall be erected or maintained on any lot in said Subdivision closer than 10 feet from the front lot lines, nor closer than 5 feet from back or side lot lines, except boat facilities; said facilities shall not extend over 15 feet from the shore line into the water of Holiday Lake.
7. No outside toilets or privies shall be erected or maintained on any lot in said Subdivision, and all sanitary plumbing installed thereon shall conform to the minimum requirements of the Department of Health of Poweshiek County, Iowa and of the State of Iowa.
8. No animals or birds, other than household pets, shall be kept on any lot in said Subdivision.

9. Building exteriors erected on any lot in said Subdivision must be of brick, frame or block construction and wood exterior or block exterior must be painted.
10. Easements for public utilities, including, but not limited to, electric light and power, telephone, water main, sanitary storm sewers and all other public and quasi-public utilities are reserved along and within five feet of the rear line, front line and side line of all lots in said Subdivision, and ingress and egress from and across said premises shall be permitted to employees of said public and quasi-public utilities for the purpose of installing and maintaining said utilities at all times herein, said easements shall also extend along any owner's front side and rear property lines in case of fractional lots. It shall not be considered a violation of the provisions of the easement if wires or cables carried by any pole line erected in connection therewith pass over some portion of said lots not within the 5-foot-wide strip as long as such lines do not hinder the construction on any of the lots in said Subdivision.
11. The owner of each lot in said Subdivision shall pay to the Holiday Lake Maintenance Company the sum of \$30.00 annually, beginning 3 years after the date of the purchase of said lot, which payments so collected shall be used at the discretion of the said Holiday Lake Maintenance Company to maintain all dams, drives, lanes, avenues, parks and to improve the same, to maintain all beach areas and boat docks, and other features of Holiday Lake, to pay salaries and administration costs and to provide general beautification of the said Holiday Lake, all as is more fully set out in an agreement between the Iowa Recreational Development Co. and the said Holiday Lake Maintenance Company. Said owners may pay to the Holiday Lake Maintenance Company the sum of \$3.00 on the 1st day of each and every month, beginning 3 years after the date of the purchase of said lot, by warranty deed, or agreement of purchaser between said owners and the Iowa Recreational Development Co., its successors or assigns, which monthly payments shall be in lieu of the annual payment of \$30 per year.
12. At the end of 20 years, or at the end of any 10-year period, thereafter, the Holiday Lake Maintenance Company, its successors and assigns, shall have the right to terminate its agreement for maintenance of the Holiday Lake area and to negotiate another contract with the majority of the lot owners in said Subdivision for the maintenance of said Holiday Lake and any new agreement thus negotiated shall be binding upon all of the lot owners in said Subdivision.
13. The aforesaid conditions, reservations and restrictions shall be and remain as covenants binding upon all owners of the lots in said Subdivision, their heirs and assigns.
14. These covenants shall run with the land and shall be binding upon all parties claiming under them for a period of 20 years from and after the date of the filing of this Plat and said covenants shall be extended for successive periods of 10 years thereafter, unless prior to the expiration of any such 20 year period or 10 year period an instrument, signed by the owners of record of a majority of the lots in said Subdivision, has been recorded in the office of the Recorder of Poweshiek County, Iowa, changing or modifying said covenants in whole or in part.
15. Invalidation of any one of these covenants, by judgment or decree of a Court having jurisdiction shall in no way affect any of the other covenants herein which shall remain in full force and effect.

II. COVENANT CHANGES ADOPTED, EFFECTIVE AS OF APRIL 1, 1992

1. Junked, unlicensed or unusable vehicles, debris, unusable appliances, garbage, waste paper, spoiled fruits, or food shall not be allowed on lots at Holiday Lake, are a nuisance and shall be removed. The Board of Directors of Holiday Lake is authorized to enact by-laws to provide for the removal thereof and assessment of the cost to the owner.
2. Unsafe, dilapidated and unusable buildings or structures are prohibited on all lots at Holiday Lake, are a nuisance and owners shall remove same upon direction from the Board of Directors. In event same are not removed, the Board is authorized to provide for their removal and assessment of the cost thereof to the owners.
3. Jurisdiction is granted to bring action for the collection of accounts for maintenance in Poweshiek County with all such actions to be brought by the Board of Directors of Holiday Lake Owners' Association and/or Holiday Lake Maintenance Company. Such jurisdiction is granted inasmuch as all services are provided in Poweshiek

County for the benefit of lot owners in Holiday Lake, all of which is located within said County. Receipt of such service shall be construed as a consent to such jurisdiction.

4. The following rules shall be applicable to camping in Holiday Lake:
 - (a). Unless maintenance fees are current, there shall be no camping privileges, use of the recreational facilities, lake or other amenities.
 - (b). Lot owners will be allowed to park recreational vehicles on their lots between the dates of April 1st and October 31st of each year and that such vehicles may not be used for permanent living quarters, also no skirting will be allowed on such recreational vehicles.
 - (c). Permanent year around residents of Holiday Lake will be allowed to store campers on their respective properties all year.
 - (d). Tents may not be left on property unattended and must be removed when not in use.
5. Inasmuch as Holiday Lake was designed primarily for the construction of permanent homes, mobile homes are prohibited on all lots at Holiday Lake, and this prohibition pertains both to a temporary or a permanent parking of such homes on lots at Holiday Lake.

NOTE: EVERY 10 YEARS (2010, 2020, 2030, and so forth), the Board should file a Claim under Iowa Code section 614.24 as to all Use Restrictions, although failure to file shall in no way negate any Use Restrictions or prevent a later filing of a Claim.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
HOLIDAY LAKE OWNERS' ASSOCIATION, INC.**

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to the provisions of Sections 1006 and 1101 of the Iowa Nonprofit Corporation Act, Chapter 504, Code of Iowa, the undersigned Corporation adopts the following Amended and Restated Articles of Incorporation:

ARTICLE I

Name. The name of the corporation is Holiday Lake Owners' Association, Inc.

ARTICLE II

Duration. This corporation shall have perpetual duration.

ARTICLE III

Purposes and Powers. This corporation shall have unlimited power:

- a) To engage in, and to do any lawful act concerning any or all lawful businesses for which corporations may be organized under the Iowa Nonprofit Corporation Act;
- b) To provide for the maintenance of the roads, parks, lake, dam, beach, picnic areas and all other areas and facilities of Holiday Lake to which the lot owners in Holiday Lake have the common use thereof;
- c) To conduct such other activities on the common property in the Holiday Lake area so as to serve the best interests of the lot owners.

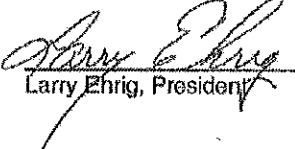
ARTICLE IV

Section 8.01. Limits of Liability. The private property of the members of this corporation shall be absolutely exempt from any and all liability of any and all debts and obligations of the corporation. This article cannot be changed, except with and by the written, unanimous consent of all members of this corporation.

IN WITNESS WHEREOF, we have hereunto set our hands this 14th day of August, 2009.

Holiday Lake Owners Association, Inc.

By:


Larry Ehrig, President

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BYLAWS OF

HOLIDAY LAKE OWNERS' ASSOCIATION, INC.

**ARTICLE I
NAME**

The name of this corporation is Holiday Lake Owners' Association, Inc. (hereafter referred to as the "Association").

**ARTICLE II
EXISTENCE**

This Association's existence is perpetual.

ARTICLE III

PURPOSES

The purpose of this Association shall be:

- A. To provide a means whereby the streets and those areas within Holiday Lake designated as parks or pedestrian easements on the plats thereof and such other recreational facilities within Holiday Lake, may be operated, maintained, repaired and replaced.
- B. To provide a means for promulgation and enforcement of all regulations necessary to governing the use and enjoyment of such streets, parks, pedestrian easements, and such other recreational facilities within Holiday Lake.
- C. To provide a means for the development and promotion of facilities for fire protection, police protection, utility regulation, pollution control, water conservation, and such other facilities within Holiday Lake.
- D. To provide for the acquisition of real estate and personal property for the mutual benefit of members, on or contiguous to Holiday Lake as developed or to be developed.
- E. To regulate as allowed by law of the State of Iowa the behavior of sex offenders in and around Holiday Lake for the protection of lake residents or visitors, particularly children who are visiting or reside at the lake.
- F. To govern through policy adopted by the Board of Directors new construction or the renovation of existing structures on Holiday Lake.

ARTICLE IV MEMBERSHIP AND USE RIGHTS

SECTION 1. Members. A "Lot" as used in this Article IV shall mean only those whole Lots appearing of record in connection with the filing of the original covenants, namely those appearing in Plat Book D at Page 409; Plat Book D at Page 415; Plat Book D at page 438; Plat Book E at Page 23; Plat Book D at Page 453; and Plat Book E at Page 29 of the Records of the Poweshiek County Recorder, and shall not mean a fraction or part of one of those Lots. All Lot owners of Lots at Holiday Lake are, as a result of acquisition of title, members of this Association. Each Lot is entitled to one membership and one vote regardless of the number of titleholders. Only titleholders with a right of present possession shall be entitled to exercise any membership rights, including a right to vote or otherwise participate in the process of governing the Association. In the event of any transfer, whether voluntary or involuntary, membership rights and responsibilities do not cease until legal title, or equitable title in the case of a contract sale, has been shown of record. Corporations, partnerships and any other association of individuals, including tenants in common and joint tenants, that purchase or otherwise receive a Lot, shall designate, in a writing addressed to the corporate secretary, the name of the person who shall exercise the membership voting right for that Lot. Such designation must be signed by an authorized officer of the entity owning the Lot or by each individual in the case of tenants in common or joint tenants owning the Lot. Parts of a Lot carry no rights by themselves; however, if a Lot is owned in separate parts, then the owners of all those parts shall designate, in a writing addressed to the corporate secretary, the name of the person who shall exercise the voting right for that Lot. If no written notice provided above has been delivered to the corporate secretary or if the person named is not present to vote, then a vote may not be cast. Each Member and the individual designated to vote for a Lot, if different than the member, are responsible for maintaining their current mailing address with the Secretary of this Association at all times and must do so in writing.

"Members agree to abide by, and be subject to, Holiday Lake Owners' Association Inc. Articles, Bylaws, Covenants, Rules, and Regulations. Members also agree that the real estate of each member shall be subject to annual, corporate, and/or special assessments, and said assessments shall be a lien in favor of Holiday Lake Owners' Association, Inc. on members' interest in and to said real estate if not paid when due. To the extent such lien is considered a non-statutory lien pursuant to Iowa Code §575, as long as the Board of Directors of this Association have followed due process in the exercise of their power, such lien shall be considered valid and Members agree to waive their right to a hearing in District Court. Members further agree that all rules pertaining to real estate set forth in the Articles, Bylaws, Covenants, Rules, and Regulations are covenants that run with the land and shall be binding, and members shall insert the following into any contract of sale or deed of any real estate at Holiday Lake:

"Grantor's title is subject to annual, corporate, and special assessment rights in Holiday Lake Owners' Association, Inc. and such restrictions run with the land. Such assessments must be paid in full prior to transfer of the property. By transfer of this real estate (as long as such transfer is considered a full "Lot" pursuant to Article IV of the Bylaws) Grantee becomes a member of the Holiday Lake Owners' Association, Inc."

SECTION 2. Voting Rights. Members acquire and maintain their voting rights for the annual meeting by paying their annual maintenance fee, (inclusive of \$2 in the nature of Association membership dues), supplemental fee and corporate assessments to the Association not later than June 1st. Written assessments of the annual fee and supplemental fee shall be sent to members not later than March 1st each year at the address provided by the member to the Association as provided in Article IV, Section 1. Failure to timely pay the annual maintenance fee, supplemental fee and corporate assessments associated with a Lot shall result in loss of the voting right associated with that Lot for the annual meeting. Failure to pay the annual maintenance fee, supplemental fee and corporate assessments prior to the time of a special meeting shall likewise result in the loss of the voting right associated with that Lot for the special meeting. This Article IV shall control as to voting rights under Article VI, Section 5.

SECTION 3. Right to Use Lake or Common Areas. Each Lot is entitled to one right of use (hereafter referred to as "Use Right") as provided by the original covenants, which states that the owner of any Lot and that owner's family and guests has the right "to the use of Holiday Lake, the parks, drives, avenues, lanes, ways, entrances and courts or other conveniences and privileges maintained thereon by the proprietor of Holiday Lake, subject to any and all regulations now or hereafter imposed." That single "Use Right" shall be held by the individual (a natural person) holding the right to vote for that Lot as provided above. If the voting right associated with a Lot has been lost as provided in Article IV, Section 2, or if the individual holding the right to vote has not been designated as required by Article IV, Section 1, then the Use Right associated with that Lot shall likewise be lost until the annual maintenance fee, supplemental fee and corporate assessments associated with that Lot have been paid or the designation as required by Article IV, Section 1, has been made, or both have occurred, as the case may be.

SECTION 4. Lot Defined. The use of the term "lot" within this Article IV and generally throughout the rules and regulations of the Association shall mean a whole lot as designated in the original plats of Holiday Lake. Partial lots individually carry no voting rights or use rights.

SECTION 5. Special Use Rights. The Board of Directors may in its sole discretion create, alter from time to time, or eliminate special use rights for individuals who own an interest in a lot or a partial lot, either individually or through an entity, and are not entitled to the use rights associated with holding voting rights in the Association.

ARTICLE V OFFICERS

SECTION 1. Officers. The officers of the Association shall be a president, one or more vice presidents (the number thereof to be determined by resolutions of the Board of Directors), a secretary, a treasurer and such assistant officers and acting officers as may be deemed necessary may be elected or appointed by the Board of Directors. The same person, with the exception of the president and the vice president may hold any two or more offices. Members of the Board of Directors may also serve as officers.

SECTION 2. Election and Term Office. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the membership. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be done. Each officer shall hold office until their successor shall have been duly elected and shall have qualified, or until their death, or until they shall resign or be removed in the manner hereinafter provided.

SECTION 3. President. The president shall be the principal executive officer of the Association and subject to the control of the Board of Directors and shall, when present, preside at all meetings of the membership and of the Board of Directors. He or she shall, in general, perform all duties incident to the office of president and perform such other duties as may be prescribed by the Bylaws or by the Board of Directors from time to time.

SECTION 4. Vice President. In the absence of the president or in the event of his or her death, inability or refusal to act, the vice president (or in the event there be more than one vice president the vice presidents in the order designated at the time of their election, or in the absence of any designation then in the order of their election) shall perform the duties of the president, and when so acting shall perform such other duties as may be assigned to him or her by the president or by the Board of Directors, or prescribed by the Bylaws.

SECTION 5. Secretary. The secretary shall (a) keep the minutes of the membership meetings and of the Board of Directors' meetings in one or more books provided for that purpose, (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, (c) be custodian of the minute records of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized, (d) keep a record of the post office addresses of all members, which shall be furnished to the secretary by the members, (e) have general charge of the membership records of the Association, and (f) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the Board of Directors.

SECTION 6. Treasurer. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine, such surety or bond to be purchased at the sole expense of the Association. He or she shall (a) have charge and custody of and be responsible for all funds and securities of the Association, (b) receive and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of **Article X** of these Bylaws, and (c) in general, perform all of the duties incident to the office of treasurer and such other duties as from time to time may be designated to him or her by the president or by the Board of Directors.

SECTION 7. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 8. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors.

ARTICLE VI MEETINGS

SECTION 1. Annual Meeting. The annual meeting of the members shall be held during the month of August of each year, for the purpose of electing directors and for the transaction of such business as may come before the meeting. If the election of directors shall not be held on the day designated for any annual meeting of the members or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be done. The Board of Directors may provide by resolution that votes in an election for the office of director may be submitted by mail.

SECTION 2. Notice of Annual or Special Meetings. Written or printed notice stating the place, day and hour of the annual meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting by mail to each member shown upon the records of the Association entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at the member's address as it appears on the books of the Association, with postage thereon paid.

SECTION 3. Place of Members' Meetings. The Board of Directors may designate any place, either within or without the State of Iowa, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting were otherwise called, the place of the meeting shall be the registered office of the Association in the State of Iowa.

SECTION 4. Special Meetings. Special meetings of the members of any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the Board of Directors and shall be called by the president at the request of not less than one-tenth (1/10) of all members of the Association entitled to vote at a meeting. If a special meeting is called by the president on their own, the Board of Directors, by majority vote, may override that decision and direct that no special meeting shall occur. In the event a meeting is called by the membership, then it shall be the responsibility of such members, at their expense, to give the notice required as set forth in **Section 2 of this Article VI.**

SECTION 5. Eligibility to Vote. Each voting member present at a meeting of the membership shall be entitled to one vote for each lot on each issue voted on at the meeting. Presence at the meeting shall not be required for votes on matters for which the directors have, by resolution, provided for mail in votes.

SECTION 6. Quorum. A minimum of twelve (12) members shall constitute a quorum.

ARTICLE VII BOARD OF DIRECTORS

SECTION 1. Number, Tenure and Qualifications. The number of directors of the Association shall not be less than six (6) nor more than twelve (12), the number thereof to be fixed by resolution of the Board of Directors. The Board of Directors shall be constituted of one director from each of the six (6) units and one or more at-large directors. The number constituting the current Board of Directors of the Association shall be seven (7). Failure of any unit to have a director or failure to have an at large director on the board shall not impact the enforceability of any actions by the Board. Each director shall hold office until the next annual meeting of the members or until his or her successor shall have been elected and qualified. The directors need not be residents of the State of Iowa; however, they must be and remain voting members of the Association. Directors must not have been convicted of a felony or a crime involving moral turpitude either prior to taking office or during office. In connection with each annual meeting and prior to taking office, every existing and newly elected board member shall sign an affidavit certifying under penalty of perjury and pursuant to the laws of the State of Iowa that they have not been convicted of a felony or a crime involving moral turpitude. If a board member fails to provide an affidavit stating that they have not been convicted of a felony or if the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority ("Government Information") that a board member has been convicted of a felony or a crime that a majority of the other board members determine involves moral turpitude, the board member is immediately ineligible to serve on the Board of Directors, automatically considered removed from the Board of Directors, and prohibited from future service on the Board of Directors. A board member so removed may be reinstated by majority vote of the other remaining board members upon written application for reinstatement delivered to an officer of the Board of Directors within fifteen days after removal based on a clear showing that the Government Information is in error, that they are not the same person referred to in the Government Information, or in the case of crimes involving moral turpitude, that the crime does not involve moral turpitude and requesting that the board reconsider their determination in that regard. Moral turpitude is defined as an act of baseness, vileness, or depravity in the private and social duties which a person owes to another person, or to society in general, contrary to the accepted and customary rule of right and duty between person and person. It is conduct that is contrary to justice, honesty or good morals. The following nonexclusive list of acts has been held by the courts to

involve moral turpitude: income tax evasion, perjury, or its subornation, theft, indecent exposure, sex crimes, conspiracy to commit a crime, defrauding the government and illegal drug sales. Various factors, however, may cause an offense which is generally not regarded as constituting moral turpitude to be regarded as such. The offenses of assault, domestic abuse, or other offenses of domestic violence, stalking, and any offense in which a weapon was used in the commission are crimes involving moral turpitude. Any position on the board left vacant due to a director failing to qualify shall be filled as provided in Article VII, Section 5(a).

SECTION 2. Term Length. Directors shall be elected to serve three (3) year terms.

SECTION 3. Staggered Terms. The directors shall serve staggered terms so that as near as possible one-third (1/3) of the membership of the Board of Directors shall be elected at each annual meeting of the members of the Association. Failure of the board to have staggered terms shall not impact the enforceability of any actions by the Board.

SECTION 4. General Powers. Its Board of Directors shall manage the business and affairs of the Association. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 5. Vacancies. Vacancies occurring in the Board of Directors shall be filled as follows:

- a) Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of the majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy may be chosen at large and shall serve until the next annual meeting of members.
- b) Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of the membership called for that purpose.
- c) Any directorship to be filled by reason of a Director concluding a three (3) year term shall be filled by election at an annual meeting of the membership. An election shall be held for each open unit or at large directorship so that each voting member votes as to each open directorship. The candidate receiving the most votes as to a particular directorship shall receive that directorship. A candidate may only run for one directorship to be filled at a meeting.

SECTION 6. Regular Meetings. A regular meeting of the Board of Directors shall be held without notice other than this Bylaw (except as provided below) immediately after the annual meeting of the membership. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Iowa, for the holding of additional regular meetings without notice other than such resolution. A copy of the current resolution establishing the schedule of regular meetings shall be posted on a bulletin board at the Association office. No other notice of such meetings will be provided to members.

SECTION 7. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Iowa, as the place for holding any special meeting of the Board of Directors called by the president or any of the directors.

SECTION 8. Notice of Board Meetings. In the event a meeting is not held at the regular time and place as per prior resolution of the Board for such meeting, then the directors shall be notified of the date, time and place of the meeting in any manner permitted under Iowa Code section 504.142, including without limitation telephone, mail, voice mail, text or email. Such notice shall occur at least two days prior to the date of such meeting. A like notice of any special meeting shall be given to directors. Emergency meetings may be held pursuant to Iowa Code section 504.303.

SECTION 9. Waiver of Notice. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 10. Quorum. A majority of the number of directors fixed by **Section 1 of this Article VII** but not more than five (5) directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

SECTION 11. Manner of Acting. Any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 12. Removal of Director by Members. Holiday Lake shall follow Iowa Code §504.808 in all respects as it relates to removal of a Director by the Members, except as it relates to the number of votes required for removal. The number of votes required to remove a Director shall be at least fifty-one percent (51%) of all Members *eligible* to vote. For example, if there are 800 eligible Members at Holiday Lake, then it will require an affirmative vote of at least 401 members to remove a Director.

ARTICLE VIII COMMITTEES

SECTION 1. Nominating Committee. The Board of Directors shall annually recruit one (1) voting member to serve as chair of the nominating committee. The nominating committee shall be composed of the chair, one (1) voting member from each unit subdivision that has a vacancy to be filled, and other voting members as determined by the Board of the Directors. Failure to secure a voting member from each unit subdivision that has a vacancy to be filled shall not prevent the Committee from acting and reporting as herein provided. The nominating committee shall name persons (who are voting members) from the membership of the Association to be voted on by the membership to serve as directors. The report of the nominating committee shall be received not less than thirty (30) days prior to the annual meeting.

SECTION 2. Other Committees. Other committees may be appointed by the Board of Directors at such times as may be necessary in order to support the legitimate objects of the Association.

ARTICLE IX FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of September and end on the 31st day of August in each year.

ARTICLE X
WRITTEN INSTRUMENTS, LOANS, AND DEPOSITS

SECTION 1. Written Instruments. All deeds and mortgages made by this Association, and all other written contracts and agreements to which the Association shall be a party, shall be executed by the president or vice president. The president, vice president or secretary of the Association shall execute all releases of mortgages, liens, judgments or other claims that are required by law to be made of record.

SECTION 2. Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be made, drawn, executed or accepted by the president or vice president and the treasurer, or by such other person or persons as the Board of Directors may designate by resolution.

SECTION 3. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select. All deposits shall be in accounts that are insured against loss under Federal law applicable to the depository institution.

SECTION 5. Financial Review. The Board of Directors requires financial review periodically which shall be completed at a minimum of once every 5 years.

ARTICLE XI
POWERS AND AUTHORITY OF THE BOARD OF DIRECTORS

The Board of Directors shall have, in addition to those powers granted to it by law or the Articles of Incorporation, the following specific powers:

- A. To regulate all activities on the lake known as Holiday Lake, and other bodies of water in connection therewith and located in any Holiday Lake Subdivision, and to prescribe and enforce corporate assessments for violation thereof.
- B. To regulate all traffic on the roads in Holiday Lake and to prescribe and enforce corporate assessments for the violation thereof. Wherever in these bylaws the term "corporate assessments" is used, it is meant to be identical to the term "civil penalty" used and authorized in the **Decree** on file in **Cause No. 226-149-153** venued in the Iowa District Court for Poweshiek County (*Stevens, et al. v Whitmer, et al.*).
- C. To regulate the use of and prescribe rules for the parks, beach and all other common areas in Holiday Lake, and to prescribe fees, if any, for the use thereof, and to prescribe and enforce corporate assessments for the violation thereof.
- D. To provide for the policing of Holiday Lake to ensure the safety and general welfare of all lot owners, visitors and occupants at Holiday Lake, and to prescribe and enforce corporate assessments for the violation thereof.
- E. To carry out the restrictions and covenants as set forth in the original plats of Holiday Lake as heretofore described in the **Decree** on file in **Cause No. 226-149-153** venued in the Iowa District Court for Poweshiek County (*Stevens, et al. v Whitmer, et al.*), and to prescribe and enforce corporate assessments for the violation thereof.

- F. To provide for the necessary administration, which is necessary or incidental to the providing of maintenance at Holiday Lake, including the carrying out of the essential
- G. To do all such other and additional functions which may be required in order to make Holiday Lake a community which will preserve property values of the owners and will ensure a community life within Holiday Lake which is desirable, safe and comparable to that of cities and towns in Poweshiek County.
- H. To prescribe and enforce corporate assessments for the violation of any rule or regulation prescribed by the Board of Directors of the Association which may be enacted pursuant to any court decree.
- I. To sue any lot owner who has not paid the lot owner's assessment sixty (60) days after the due date thereof as prescribed by the Board of Directors of the Association and to execute on any judgment rendered by the court in such manner as the Board of Directors may, in the exercise of its unfettered discretion, determine appropriate. In its unfettered discretion, the Board of Directors of the Association may determine to create a lien for any assessment which is not paid within sixty (60) days after the due date thereof and to file for record such lien and enforce same under the provisions of Chapter 572 of the Code of Iowa, it being specifically determined that the furnishing of services for the maintenance at Holiday Lake shall be construed as the consideration for and basis for such mechanic's lien.
- J. To see that rip-rap is installed and maintained necessary to control erosion on lake front lots. In the event same is not installed and maintained, the Board of Directors of the Association shall give written notice of this requirement to the lot owner. In the event construction is not completed within sixty (60) days after the giving of such notice, the Board of Directors of the Association shall be authorized to complete such construction and/or maintenance, and if the lot owner does not pay for such construction and/or maintenance within thirty (30) days of billing, to bring suit against the lot owner for the costs of such construction and/or maintenance. Any money judgment rendered by the court may be executed upon in such manner as the Board of Directors, in the exercise of its unfettered discretion, determines appropriate. In the event construction is not completed within sixty (60) days after the giving of such notice the Board of Directors of the Association shall be authorized, in its unfettered discretion, to complete such construction and/or maintenance, and if the lot owner does not pay for such construction and/or maintenance within thirty (30) days of billing, to create a lien for the labor and materials thus used by filing the same with the Clerk of District Court of Poweshiek County and same shall thereafter be a lien against said property under the provisions of Chapter 572 of the Code of Iowa. The Board of Directors may proceed with either remedy or both remedies as it determines in its unfettered discretion.
- K. To control noxious weeds and control erosion on lots at Holiday Lake. The Board is authorized to develop a policy by resolution requiring that all noxious weeds be eradicated from lots at Holiday Lake and to establish standards to be followed by lot owners in connection with grading of lots and change in grass cover and to take whatever action necessary to prevent erosion. In the event a lot owner does not follow the standards as established by the Board or follow Board directives in this regard the Board of Directors of the Association shall give written notice of this requirement to the lot owner. In the event complete compliance does not occur within sixty (60) days after the giving of such notice, the Board of Directors of the Association shall be authorized to correct any deficiency, and if the lot owner does not pay for such construction and/or maintenance within thirty (30) days of billing, to bring suit against the lot owner for the costs of such construction and/or maintenance. Any money judgment rendered by the court may be executed upon in such manner as the Board of Directors, in the exercise of its unfettered discretion, determines appropriate. In the event compliance is not completed within sixty (60) days after the giving of such notice, the Board of Directors of the Association shall be authorized, in its unfettered

discretion, to complete such construction and/or maintenance, and if the lot owner does not pay for such construction and/or maintenance within thirty (30) days of billing, to create a lien for the labor and materials thus used by filing the same with the Clerk of District Court of Poweshiek County and same shall thereafter be a lien against said property under the provisions of Chapter 572 of the Code of Iowa. The Board of Directors may proceed with either remedy or both remedies as it determines in its unfettered discretion.

- L. To control and prevent to the maximum extent possible the cutting of trees over 4" in diameter and to give this policy, both as to its standard and its enforcement, effect by resolution.
- M. To provide by resolution of the Board of Directors, which may from time to time be amended, in the unfettered discretion of the Board for the regulation of the presence and maintenance of animals deemed dangerous or vicious by the Board. The Board's authority to regulate such animals includes, in the Board's discretion, the banning of such animals from Holiday Lake.
- N. To provide by resolution of the Board of Directors, which may from time to time be amended, in the unfettered discretion of the Board for the definition of things that are nuisances and for their elimination from Holiday Lake. Nuisance vehicles may be similarly defined and eliminated.
- O. To adopt any rule or resolution necessary, in the unfettered opinion of the directors, to exercise any power granted to the Association, express or implied, derived from any source whatsoever including but not limited to statutory law (or any administrative rule adopted pursuant to statute), case law, court decree, the restrictive covenants applicable to Holiday Lake and the Holiday Lake Subdivision, the Articles of Incorporation, these Bylaws, or any lawfully adopted resolution of the Board of Directors.
- P. In its unfettered discretion, the Board of Directors of the Association may create a lien upon a lot owner's property for any assessment, dues, or other balance owed to the Association which is not paid within sixty (60) days after the due date thereof. In its unfettered discretion, the Board of Directors of the Association may determine to create a lien for any assessment which is not paid within sixty (60) days after the due date thereof and to file for record such lien in the office of the Poweshiek County Recorder. To the extent such lien is considered a non-statutory lien pursuant to Iowa Code §575, as long as the Board of Directors of this Association have followed due process in the exercise of their power, such lien shall be considered valid.
- Q. To adopt any rules, regulations, or codes of conduct, in the unfettered opinion of the directors, as are necessary to establish a standard of conduct and procedure for any public, special, or regular meetings of the association, and further to determine the proper disciplinary actions for violations thereto, while keeping in mind that the goal of this article is to promote respect and order at all meetings of the Association.

ARTICLE XII

DUE PROCESS IN EXERCISE OF POWER

The due process to be followed in exercising the powers and authority granted to the Board of Directors as set forth in **Article XI**, together with any covenant or provision in the platting of any addition to Holiday Lake, shall be as follows:

In the event there appears to be a violation of any restrictive covenant, platting provision, these Bylaws or any rule promulgated by the Board of Directors, other than failure to pay the annual maintenance fee or supplemental maintenance fee, which shall be controlled by the procedures set out in Article XIV, the following due process procedures shall apply:

- A. Written notice shall be given to the person or persons involved, which notice shall be hand delivered to the individual or sent by certified mail to the address provided by the person to the Association.
- B. Such written notice shall set forth in general terms the nature of the violation. In the event the individual can take remedial or corrective action, then such recommended remedial or corrective action shall be set forth in the notice.
- C. Such notice shall be given or mailed not less than two (2) weeks prior to the date the remedial or corrective action is to be completed, except in the case of action as set forth in **subsections J and K of Article XI**, in which case sixty (60) days notice shall be given.
- D. The notice shall provide that the person involved may meet with the Board of Directors if such person requests a hearing. Such request shall be made within ten (10) days after such notice is hand delivered or mailed. Such hearing shall be held at the next regularly scheduled meeting of the Board of Directors unless otherwise determined by the Board of Directors. A request for a hearing shall set forth the position of the person requesting such a hearing, and shall be mailed to the office of the Association.
- E. At the requested hearing, the Board of Directors shall make a final decision as to the manner in which the dispute is to be resolved. Such hearing shall be confined to the issues created by the notice and the position of the lot owner as set forth in their request for a hearing. The hearing shall be limited in duration as determined by the Board, such limitation being necessary in view of the other demands and business of the Board.
- F. In the event a lot owner does not respond to the notice given to the lot owner, or if after the hearing the Board finds that the complaint of violation is valid, an appropriate corporate assessment or remedial action or both shall be prescribed consistent with the following:
 - 1. Unless otherwise set by the Board of Directors or contained within a Rule or Regulation promulgated by the Board of Directors for a particular type of violation, there shall be a \$50 assessment for each individual violation processed. A violation that is ongoing may result in multiple violations and assessments at a frequency as determined by the Board.
 - 2. In the event remedial action is required of a lot owner and the lot owner fails to complete such remedial action within ten (10) days of the written notice thereof, except in the case of remedial action required under Article XI subsection J and K of these Bylaws, in which case same must be completed within sixty (60) days of written notice thereof, the Board of Directors may complete the remedial action and issue a corporate assessment against the lot owner (1) for all remedial work contracted by the Lake at the actual amount of the resulting bill, (2) for all remedial work undertaken by Lake personnel using any motorized Lake equipment at a rate of \$250 per hour, and (3) for all remedial work undertaken by Lake

personnel not using motorized Lake equipment at a rate of \$50 per hour. In addition, or as an alternative to taking remedial action, the board may opt not to complete all or some the remedial action and may pursue any other remedy, equitable or legal, afforded to the Association by the laws of the State of Iowa or the United States.

3. Nothing herein shall prevent the Board or its personnel from commencing remedial action prior to notice or hearing if delay may reasonably risk injury, additional damage or significant inconvenience to the Association, its members or the public. In that event, the Board may issue a notice consistent with subparagraphs A-D of this Article XII of the violation, the remedial action already taken and the assessment to be imposed for cost of the remedial action.
 4. Upon notice of the assessment and until all amounts, including interest, are paid in full, a lot owner loses the right to use the lake or any common area.
- G. In the event a lot owner does not pay an assessment within thirty (30) days of the notice of assessment, the Board of Directors is authorized to bring suit to recover the assessment against the lot owner, along with any interest. Any money judgment rendered by the court may be executed upon in such manner as the Board of Directors, in the exercise of its unfettered discretion, determines appropriate. In addition to the above, violators may be subject to discipline imposed by resolution of the Board of Directors, which may be amended from time to time and include, but not be limited to, the issuance of warnings, the use of corporate assessments, and the loss of privileges normally afforded to lot owners, as well as the use of remedies, equitable or legal, afforded to the Association by the laws of the State of Iowa or the United States.
- H. No Due Process under these Bylaws or any Rules or Regulations of the Association need occur prior to the Board of Directors notifying any governmental body or agency as to violations of law and coordinating with the governmental body or agency as to implementation of the law. By way of example, junk vehicles, nuisance houses and out of compliance septic systems may be referred to the County for application of its laws relating to the same. The Board of Directors may choose to give notice to Lot Owners prior to contacting governmental bodies or agencies, but such act is not required, may occur in some circumstances and not in others, and shall not make any further process required.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a corporate seal, which may or may not be used as determined by the Board of Directors or its Officers.

ARTICLE XIV

DETERMINATION & COLLECTION OF ANNUAL MAINTENANCE FEE

The annual maintenance fee for lots at Holiday Lake shall be determined in the following manner:

The Board of Directors of the Association is empowered, each fiscal year, to fix and determine the annual maintenance charge to be paid by each lot owner in the Holiday Lake Subdivision as hereinafter more fully described:

- A. The Board, in making the determination of the annual maintenance charge, shall provide for advance planning and provide that a copy of the proposed budget, together with notification as to the time and place of hearing thereon, shall be mailed to each lot owner who has paid maintenance the previous year, such mailing to be not less than two (2) weeks prior to the hearing on such budget.
- B. The annual maintenance fee along with any Supplemental Fee set out below, as finally determined, shall be due and payable in its entirety to the Association on April 1 from each lot owner as of that date and without regard to whether the lot owner remains a lot owner throughout the entire year thereafter. Each year the Board shall cause notice of the maintenance fee assessment to be sent in writing by regular mail prior to March 1 to each lot owner. Any payment not received by the Association on or before April 30, or if not a business day, the first business day thereafter, shall incur a late charge of ten dollars (\$10) per lot and an additional notice shall be sent by ordinary mail to the lot owner stating the amount due, including the late charge, and stating that if payment is not received by the Association on the later of 7 days after the additional notice or May 15, or if not a business day, the first business day thereafter, a collection fee of twenty-five dollars (\$25) per lot owner shall be imposed. A final notice of the amount owed with late fee and collection fee shall be sent to the lot owner by regular mail. The final notice will also state that on June 1 the matter shall be referred for collection or in its discretion the Board of Directors of the Association may determine to create a lien and to file for record such lien and enforce same under the provisions of Chapter 572 of the Code of Iowa, it being specifically determined in the **Decree** on file in **Cause No. 226-149-153** venued in the Iowa District Court for Poweshiek County (*Stevens, et al. v Whitmer, et al.*) that the furnishing of services for the maintenance at Holiday Lake shall be construed as the consideration for and basis for such mechanic's lien.
- C. In connection with the determination of the annual maintenance fees, the fees for the fiscal year commencing April 1, 1995 shall be \$120.00 per annum per lot. Each year, the Board shall determine the maintenance fee but same shall not exceed, without approval, an amount commencing with \$120.00 for the fiscal year commencing April 1, 1995 and increased each year by the same percentage of increase as per the cost of living as determined by the Department of Labor for the 12-month period past. The limits referred to in this paragraph will not necessarily be the amount of the assessment, same instead to be based on a carefully prepared and considered budget to be presented to a meeting of the Association, said meeting to be held not less than 45 days prior to the beginning of each fiscal year.
- D. The Board may levy an assessment in excess of such ceiling set out in Section XIV(C) ("Supplemental Fee") in the event it is approved by a majority of the members attending a meeting at which the budget is considered. Further, a majority of the members may approve a Supplemental Fee for a fixed number of years, subject however to future modification by a majority of the members. A Supplemental Fee of \$120 per lot owner but not more than \$120 per lot (no matter how many owners there may be) was approved for a five (5) year period at the annual meeting in August 2016. Such Supplemental Fee will continue until after the April 1, 2021 fee has been assessed. The Supplemental Fee will then be subject to review and approval by a majority of the members.
- E. From the annual maintenance fee, there shall be allocated the sum of \$2.00, (in the nature of association membership dues) and as a result of these payments, all lot owners of Holiday Lake who pay maintenance fees will be members of Holiday Lake Owners' Association, Inc., without the requirement of payment of additional fees.
- F. Within this Article XIV, the term "fiscal year" shall commence on April 1 and end on March 31. This was the fiscal year for Holiday Lake Maintenance Company, which was the entity relevant to the payment of fees under the **Decree** on file in *Stevens, et al., v. Whitmer, et al.*, Equity No. 2356-60-98/Cause No. 226-149-153. Such entity was merged into Holiday Lake Owners' Association, Inc., on August 28, 2009; however, the practice of assessing the fees on April 1 has been and shall continue to be retained.

ARTICLE XV

PARLIAMENTARY AUTHORITY

Roberts Rules of Order shall govern the conduct of meetings of this Association in all cases not provided for by the laws of the State of Iowa, the Articles of Incorporation, or of these Bylaws.

ARTICLE XVI AMENDMENTS

These Bylaws may be altered; amended or repealed, and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors.

The Board of Directors of Holiday Lake Owners' Association, Inc. adopted these Bylaws as amended at the Regular Monthly Board Meeting of March 14, 2024.

