

By Laws of East Oak Estates
Property Owners Association

ARTICLE I
ORGANIZATION

1.01 Incorporation and Members. East Oak Estates Property Owners Association is incorporated under Chapter 504 of the Code of Iowa (2007) as a corporation not for profit. The members shall consist of the Lot Owners in East Oak Estates as defined by the Declaration of Restrictive Covenants, Lake Access, Utility/Sewer Provisions and General Provisions of East Oak Estates filed on the ____ day of _____, 2007, as Document _____ in the records of the Dickinson County Recorder's Office (the "Declaration").

1.01a One Owner. The voting rights of each Lot and its Owners shall be as set forth below. Each Owner is a Member of the Association.

1.02 Voting Rights. Each Lot shall have one vote and there shall be one voting person designated by the Owners for each Lot. Such voting person may be an Owner or some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board of Directors (the "Board") of the Association, and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners so designating.

1.03 Meetings.

1.03a Quorum. The presence in person or by proxy at any meeting of persons authorized to vote on behalf of one-fourth of the lots shall constitute a quorum.

1.03b Action. Unless otherwise expressly provided herein, any action may be taken at any meeting of the persons entitled to vote upon the affirmative vote of those having a majority of the total votes present at such meeting.

1.04c Annual Meeting. There shall be an annual meeting of the Members at such reasonable place and time designated by the Board by written notice not less than fourteen days before the meeting date. The meeting shall occur within a reasonable time after issuance of the proposed annual budget and assessments.

1.03d Special Meeting. Special meetings of the Members may be called at any time. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting Members having one-fourth (1/4) of the total votes, and posted not less than fourteen days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting and the matters to be considered.

1.04 Notices of Meetings. Notices of meetings required to be given herein may be (i) posted at the post office boxes in the two parts of the subdivision; and/or (ii) posted on any Association web site; and/or (iii) mailed to members; and/or (iv) emailed to members. The Board shall take reasonable steps to give notice to all members.

1.05 Board of Directors.

1.05a Election. Except as hereinafter noted at each annual meeting, the persons entitled to vote, by a majority of the total votes present at such meeting, shall elect a Board of Directors for the forthcoming year, consisting of five Owners, all of whom must reside in the subdivision.

1.05b Quorum, Term and Compensation. A quorum shall consist of three of the members of the Board. Members of the Board shall serve for a term of one (1) year or until their successors are elected.

1.05c Vacancies and Order. Vacancies in the Board may be filled by unanimous vote of the remaining members thereof. Except as otherwise provided the Board shall act by majority vote of those present at its meetings when a quorum exists.

1.05d Call. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

1.05e Officers and Duties. The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting Members, and shall also elect a Secretary and a Treasurer. The Secretary shall keep the Association records, including the minute book wherein the resolutions shall be recorded. The Treasurer shall keep the financial records.

1.05f Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

1.05g Removal of Board Members. Any board member may be removed from office by affirmative vote of the persons entitled to vote having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose and a successor to fill the unexpired term of a Board member removed may be elected by majority of the persons entitled to vote at the same meeting or any subsequent meeting called for that purpose.

1.05h Board Liability. The Directors from time to time constituting the Board shall not be liable to the Members or to any other person for any mistake of judgment or for any acts made in good faith, or omissions to act omitted in good faith as such Directors.

1.05i Voting Rights Suspended. The Board may suspend the voting rights and the right to use of the common areas and facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations. Such suspension shall not prohibit the ingress and egress of a Member to his Lot.

1.05j Action Taken Without a Meeting. The Board members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Board members. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

ARTICLE II GENERAL POWERS

2.01 General Powers of Association. The Association for the benefit of all the Owners, through its Board of Directors, shall have the power to acquire and pay for out of the maintenance fund hereinafter provided, the following, subject to inclusion of such expenditures in the budget and approval of such budget by the Owners:

2.01a Maintenance and Certain Utilities. Common area maintenance, water, electricity, gas and other necessary utility services for the common areas.

2.01b Insurance-Property. A policy or policies of casualty insurance, with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement cost of all improvements on the common areas and all personal property included within the common areas, except such personal property as may be owned by the Owners.

2.01c Insurance-Liability. A policy or policies insuring the Association, the members of the Board and the Owners against any liability to the public or to the Owners (of Lots and of the Common Elements, and their invitees or tenants) incident to the ownership and or use of the Common Elements and Lots, in such reasonable amounts as the Board may determine from time to time.

2.01d Insurance-Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

2.01e Services of Employees. The services of any person or firm employed by the Association.

2.01f Buildings and Grounds. Landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement in the common areas and such improvements for the common areas as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same.

2.01g Miscellaneous. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to by law or which in its opinion shall be necessary or proper for the maintenance and operation of the property as a first class residential area or for the enforcement of these restrictions and the restrictions in the Declaration.

2.01h Expenses Due to Owner's Neglect. Maintenance and repair if such maintenance or repair is necessary, in the discretion of the Association, to protect property values in the subdivision, and the Owner or Owners of said Lot have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said

maintenance or repair delivered by the Association to said Owner or Owners, provided that the Association shall levy a special assessment against such Lot Owner for the cost of said maintenance or repair.

2.02 Regulations. The Association, through its Board, may also adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the subdivision, and for the health, comfort, safety and general welfare of the Owners and occupants of the subdivision. Written notice of such rules shall be given to all Owners and occupants.

2.03 Limitations on Powers of the Association. Nothing in this agreement shall be construed to give the Association authority to conduct any business for profit on behalf of all the Owners or any of them.

ARTICLE III ASSESSMENTS-ESTIMATED CASH REQUIREMENT

3.01 Assessments.

3.01a Proportionate Share by Lot. Each Lot shall be liable for a proportionate share of the cost of maintaining the common areas from the date of the conveyance of the Lot, which shall be payable at such times as the Board may determine. Such cost shall be a proportionate share of the actual costs as determined by the Board of the Association.

3.02 Annual Budget. The following procedures shall govern the setting of an annual budget and assessments:

3.02a Annual Budget. Each year on or before May 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing year, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and capital replacements, and shall within a reasonable time thereafter notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Such annual budget shall then be submitted to the Owners for approval at the annual meeting. Once so approved, each Owner shall be obligated to pay to the Association the assessment made for the annual budget pursuant to this paragraph. A reasonable late charge (not exceeding 21% per

annum) may be added to such assessments by action of the Board for any delinquent payments. At each annual meeting, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding year actually incurred and paid together with a tabulation of the amounts collected pursuant, and showing the net amount over or short of the actual expenditures plus reserves.

3.02b Reserve Funds. The Association may build up and maintain a reasonable reserve for contingencies and replacements.

3.02c Accounting. The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner.

3.02d Funds Collected. All funds collected hereunder shall be held and expended by the Association for the purposes designated herein.

3.02e Owner in Default. If an Owner is in default in the payment of any assessment for thirty (30) days after being billed for it, the Association may at its option accelerate all assessments for the balance of the budget period and may bring suit for and on behalf of itself and as representative of all Owners, to enforce collection, and there shall be added to the amount due the costs of said suit, together with legal interest at the rate provided by law on open accounts and reasonable attorneys' fees to be fixed by the Court. The amount of any delinquent and unpaid charges or assessments, costs and fees as above provided shall be and become a lien or charge against the Lot of the Owner involved when payable and may be foreclosed as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force from and after the time of filing a notice of such lien of record in the office of the Recorder of Dickinson County, Iowa, and not before, as to all creditors and subsequent purchasers without actual notice. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of any Lot.

**ARTICLE IV
AMENDMENTS AND MISCELLANEOUS**

4.01 Amendments to By Laws. These bylaws may be amended upon the affirmative vote of four Board members.

4.02 Terms. All terms used in these By Laws shall have the same meaning as those defined in the Declaration.

DATED: _____, 2007. _____
SECRETARY

**Declaration of Restrictive Covenants,
Lake Access, Utility/Sewer Provisions
and General Provisions of
East Oak Estates**

The parties to this agreement at the East Oak Estates Property Owners Association, and those owners of lots in East Oak Estates who have signed this agreement.

The purpose of this agreement is to provide a method for replacement of the former covenants governing East Oak Estates; to clarify the rights and obligations of property owners; and to establish a separate corporation as the East Oak Estates Property Owners Association.

NOW, THEREFORE, the undersigned hereby agree that the following shall govern the East Oak Estates Property Owners Association and the owners of lots who accept the terms and conditions of this agreement.

Covenants

The following covenants shall govern lots in the East Oak Estates subdivision:

1. Land Use and Building Type. No lot shall be used except for single family residential purposes. No building shall be erected, placed or permitted to remain on any lot other than a single family dwelling with attached garage. An unattached may be permitted, with Board approval, with colors coordinating with the home exterior. No metal construction storage shed will be permitted and will not be allowed on the roadside. Plans must be approved by the Board before building. All exterior shall have earth tone colors, blending with and so as not to distract from the natural environment.

2. Parking Area. Residents of the subdivision shall provide off-street parking facilities for all vehicles regularly operated within the subdivision.

3. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot or tract nor shall anything be done which may be or become an annoyance to the neighborhood. Owners of lots in the subdivision are to keep said lots neat in appearance at all times. No large vehicles such as large trucks or buses shall be parked in the subdivision except those brought in temporarily in connection with service or in

case of emergencies. For the purpose of this provision, the holding of animals for commercial sale and/or breeding is a nuisance.

4. Temporary Structures. No basement, tent, shack, barn, mobile home, garage, or other building erected or within the subdivision or placed on any lot therein shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or of less than one story above ground be used as a residence. Overnight camping is not allowed unless a permanent dwelling is on the property.

5. Maintenance. The titleholder of each lot or tract, vacant or improved, shall keep said lot or tract free of weeds and debris.

6. Dwelling Placement. No dwelling shall be erected upon any lot except that it provide for a set back from street of not less than that set back shown on sketch, marked "Bldg. Set Back Lines", filed with the preliminary plat of East Oak Estates, Ltd.

7. Dwelling Size. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1200 square feet of dwelling for single story structures or 1200 square feet of main floor of a structure of more than one story. No more than one dwelling shall be located or erected on any one lot. No lot may be subdivided for purposes of evading this provision. Structure of the home must be on-site construction with minimum 5-12 roof pitch. Construction must be completed within one year and plans including landscaping, walks and fences to be approved by the Board prior to construction. Pre-manufactured, modular and trailer houses are not permitted.

8. Parking Area. No recreational vehicles shall be parked on any lot. For the purposes of this provision, recreational vehicles shall include, but not be limited to, house trailers, travel trailers, motor homes and water craft.

9. Driveways. All driveways and parking areas shall be hard surface with black top or concrete and must adjoin street surface on all newly constructed homes.

10. Fences. No wall or fence shall be constructed on any lot until height, type, design and location has been approved by the Board. No metal yard fences shall be constructed.

11. Outside Lighting. Outside lighting on dwelling, yard and dock areas shall be restricted to a decorative type light fixture or flood light attached to the dwelling and approved by the Board. No exterior lighting' shall be installed so as to disturb the owner of any other lot. No large wood or steel electrical pole type security lights and/or vapor lights are permitted.

12. Utility Tanks. All utility tanks for fuel storage must be buried underground on new construction. Existing tanks must be covered from view by a fence or hedge.

13. Sanitary Sewer Required. All residential properties within East Oak Estates North shall dispose of sanitary sewage by Iowa Great Lakes Sanitary Sewer System.

14. Other Restrictions. Additional reasonable restrictions and requirements may be adopted from time to time by the East Oak Estates Property Owners Association, Board of Directors.

Property Owners Association

The existing unincorporated East Oak Estates Property Owners Association shall create a not-for-profit corporation under the laws of the State of Iowa to be called East Oak Estates Property Owners Association, or a name similar thereto. The responsibility of the Association shall be to take ownership of and administer any property dedicated to common use by the original Declaration filed May 9, 1978, in Abstract Book 13, page 147 of the records of the Dickinson County Recorder's office. The Association shall also establish and approve an annual budget; provide for and collect assessments against lot owners; arrange for the management and insuring of common property; establish and enforce reasonable rules and regulations for the use of common property; and establish and enforce reasonable rules and regulations for lots and housing, consistent with the provisions of this Declaration.

Upon the formation of the Association every lot owner shall become a member, which membership shall terminate upon the sale or other disposition by such member of his lot, at which time the new lot owner shall automatically become a member therein.

The Association shall be governed by a Board consisting of five members, elected by ballot. Each lot in East Oak Estates shall be entitled to one vote and the owner of such lot shall cast said vote for the election of directors. Members of the Board shall hold office until their successors are elected. Elections shall be held annually, supervised by the directors of the East Oak Estates Property Owners Association and notice of such election shall be given property owners by posted notice within the subdivision at least two weeks prior to the election. The directors of the Association shall be the election judges of the election. Any property owner attempting to cast a ballot may be required to show ownership of tract or lots.

Any matters not addressed in these covenants concerning the voting rights and rights and privileges in the Association shall be determined by the By Laws of the Association. The bylaws shall be adopted by the Association's Board. Acceptance of the deed to a lot shall constitute acceptance of these covenants and such bylaws.

The initial Board of Directors of the East Oak Estates Property Owners Association, an Iowa nonprofit corporation, shall be:

Don Holladay
Bruce Lefevre
Daniel DeKoter
Michelle Harrington
Elaine Greer

These persons shall hold office until their successors are elected.

Common Property

Purchasers of lots or tracts in East Oak Estates, or their heirs, successors or assigns, are hereby notified that the streets, alleys and easements for private and public access and utility placement have not been dedicated to Dickinson County, Iowa. Such streets, alleys and easements are the property of the Association

and are considered common property for use of the Association's members. The Board of the East Oak Estates Property Owners Association shall determine assessments for common property maintenance and assess them to lot owners from time to time.

Lot 14 of East Oak Estates is also dedicated to the use of owners of lots within East Oak Estates for access to East Okoboji Lake. Structures on Lot 14 or appurtenant thereto in the Lake, such as marina docks and boat lifts, shall be regulated by the East Oak Estates Property Owners Association, and the maintenance and repairs of said Lot 14 and structures located thereon or adjacent thereto shall be assessed against the property owners in the same manner as assessments are made for maintenance for streets, alleys and easements.

Such access to East Okoboji Lake shall be for the sole benefit of the property owners of East Oak Estates.

REMEDIES FOR BREACH OF COVENANTS

The violation of any restriction or condition of this Declaration or of the By Laws of the Association or regulation adopted by the Association, or the breach of any covenant or provisions herein contained, shall give the Association the right:

a. To enter any lot upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon or therein contrary to the intent and meaning of the provisions hereof, the Association or its agents, shall not thereby be deemed guilty in any manner of trespass.

b. To enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach or the collection of any sums due the Association.

c. In the event of legal action by the Association against a lot owner, the Association shall be entitled to reasonable attorney fees and costs of litigation in addition to its other remedies.

General Provisions

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 21 years from the date these covenants are recorded, at which time these covenants shall automatically renew for another 21 year period. These covenants shall then automatically renew every 21 years unless dissolved by court order or by the owners of a majority of the lots in writing. The owners of a majority of the lots may amend these covenants in writing recorded in the office of the Dickinson County Recorder.