

MINUTES OF INFORMAL ACTION OF BOARD OF DIRECTORS

of

BRIDGES BAY RESORT HOMEOWNER'S ASSOCIATION

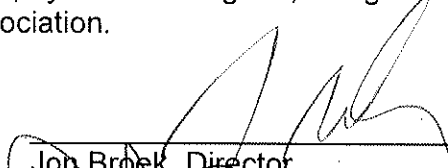
The Executive Board of Bridges Bay Resort Homeowner's Association met on December 3, 2013, for the purpose of reviewing and adopting amended Rules and Regulations for Bridges Bay Resort Homeowner's Association.


Upon motion duly made, seconded and carried, it was

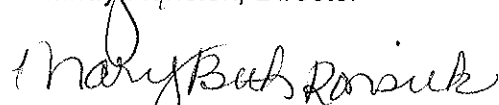
RESOLVED, that the proposed amended Rules and Regulations attached to these Minutes are hereby approved and adopted, and the same shall become effective immediately for all Bridges Bay Resort properties.

Copies of the amended Rules and Regulations shall be mailed to all Unit Owners of record.

Signed, as of December 3, 2013, by the undersigned, being all of the Directors of Bridges Bay Resort Homeowner's Association.



Jon Broek, Director

Randy Ronsiek, Director

Marybeth Ronsiek, Director

**RULES AND REGULATIONS
BRIDGES BAY RESORT HOMEOWNERS ASSOCIATION**

PREAMBLE

The rules set forth in this document are based on the Bylaws and Declarations of this Association. Our primary concerns are the appearance of your property, goodwill, and the safety of you, your guests, and your neighbors. Other considerations in the development of these rules are general courtesy, common sense, and basic good judgment. The management, acting as agents of the Association, has the authority to enforce all of the rules set forth in this document. However, the first step to resolving any problem is the willingness of you, the owner, to file a complaint with management.

ARTICLE ONE.

DEFINITIONS

A. Commercial unit shall be defined as Units 101C and 102C in Trestle Bridge Resort Condo building.

B. Residence Condo units shall be defined as those condominium units located in buildings designated as Residence Condo.

C. Resort Condo units shall be defined as those units in buildings designated as Resort Condo.

D. Residence units shall be defined as vacation cabins, single family townhomes or dwellings.

ARTICLE TWO.

BUILDING AND GROUNDS

A. Quiet hours are from 10:00 p.m. to 7:00 a.m. During this time, please remember to be considerate of your neighbors. No obnoxious or offensive activity shall be carried on in any area of the complex (individual units or the common areas) either knowingly or negligently which may be an annoyance or nuisance to other owners or occupants.

B. The use of barbecue grills within any building of any Resort Condo Unit is prohibited. Upon violation, barbeque grills will be removed from the building or deck. Resort Condo Units have access to common barbeque grill areas. The use of barbecue grills is allowed on deck area of Residence Condo Units.

C. Use caution when using barbeque grills by keeping them away from the building and railings. Please remember your upstairs neighbors; smoke rises.

D. The general appearance and cleanliness of all outside decks is the responsibility of each unit owner and/or his or her guests. Care should be exercised when washing down or sweeping to prevent debris from littering decks of your neighbors below.

E. Do not place decorative pieces or other items on outside deck railings. Secure all hanging items for the safety of those below.

F. Nothing may be placed over outside railings for drying purposes. Do not use any type of "clothes lines" on decks.

G. It is the owner's responsibility to control their children or their guests' children while on property. There shall be no climbing or playing on entries, railings, fences, ladders, etc. on the property. Minors shall be supervised by a responsible adult at all times.

H. Roller-blades, roller-skates, skateboards, bicycles, etc., are prohibited in the parking lots or sidewalks. Basketball games and all other sporting activities are prohibited from the parking lots or sidewalks.

I. The common elements shall be kept free and clear of rubbish, debris, and other unsightly materials, decorations, or furniture. Cigarette butts must be disposed of in the proper container. All trash shall be in plastic bags and placed inside the trash hoppers or trash cans provided. The Association may permit furniture in specified common areas by written approval prior to placement of any such furniture. Any such approval is revocable at any time at the discretion of the Association. Disposal dumpsters are located throughout the property. Make certain dumpster lids are closed. Pick up litter around these receptacles.

J. Burning of refuse is prohibited on the premises.

K. Fireworks, firearms, and air guns may not be discharged on the property at any time.

L. The throwing or launching of any projectiles in the complex is prohibited. This includes but is not limited to stones, rocks, and water balloons.

M. Only one decorative sign or ornament may be displayed on the outside wall of the primary entrance side of the unit. No signs may be attached to the outside rails of the unit deck.

N. The approved window treatments facing the exterior of the building are white and off-white blinds. There are approved window tints, sunshades, and fans. For more information contact the Property Manager.

O. In addition to the weatherization period, owners must turn the water for entire unit and the water-heater breaker off each time they leave the condo for extended periods (i.e., from weekend to weekend) to minimize the possibility of damage to units around them. The owner will be liable for damages for violation of this rule.

P. Each unit owner shall comply strictly with the provisions of any recorded Condominium Declarations and Bylaws, Rules and Regulations, and any amendments to the same.

Q. Owners shall not cause or permit any change in utilities or anything to be placed on the outside walls, decks, or balconies of the building such as, but not limited to, signs, awnings, shutters, radio or television antennas, or satellite television receiving equipment without the prior approval of the Board.

R. The driveways and sidewalks adjacent to Vacation Cabins at Bridges Bay Resort are for the use of the unit owners and guests. Snow removal shall be completed by the Bridges Bay Resort Homeowners Association after reasonable notice by the unit owners.

S. Absolutely no storage sheds are allowed at Bridges Bay Resort except as allowed by the Rules and Regulations of Vacation Cabins at Bridges Bay Resort Homeowners Association.

T. Vacation cabins owners are permitted to customize the landscaping area in front of their cabin on the street side. Any landscaping must be contained to the area of landscaping rock provided by the Developer. Plants (real or artificial) are permitted but must be well maintained at all times. Each cabin is limited to two (2) planters in front of their cabin (must be placed to the cabin and not at the end of the driveway) and two (2) planters on the patio of their cabin (not on grass). Planters are limited to forty (40) inches in height and twenty-four (24) inches in diameter. Planters, with plants, can have a maximum finished height of sixty (60) inches and circumference of thirty-six (36) inches.

U. Vacation Cabins owners can have up to six (6) landscaping lights in the landscape area provided by the Developer on the street side of their cabin. Owners are also permitted six (6) landscaping lights in their patio area and two (2) landscaping lights outside the side door entrance to the cabin. Lights can be a maximum height of twelve (12) inches tall. Lights are not permitted along driveways, along the street, along the sides of cabins (other than the door entrance) or in your yard. Up to four (4) decorative accouterments are permitted in the landscaped area in front of your cabin (on the street side). Any décor should be tasteful and under forty (40) inches in height.

V. The size of landscaping areas and landscaping rock is not to be altered without prior approval by the Bridges Bay Resort Homeowners Association. If any owner makes landscaping alterations without approval, they will be required, at their expense, to revert the property to original condition and design.

W. Vacation Cabins patios are to be no wider than the width of your cabin and no deeper than sixteen (16) feet from the farthest point of your cabin. Any additional costs associated with changing the size of patios is at the owner's expense, which may also include moving sprinkler heads and repairing sod. Any changes to patio size must be approved and handled through the Developer and Master Association in writing.

X. The standard width of each Vacation Cabins driveway is two (2) cars wide. Owners have the option, at their expense, to expand to a three (3) car wide driveway. Moving forward, no cabin will be allowed to pave entirely over their front yard, creating a driveway the same width as their cabin property. Any driveway concrete changes must be approved through the Master Association and Developer.

Y. No fences of any kind are allowed on Master Association property or around Vacation Cabins.

Z. The sprinkler system at Bridges Bay Resort is not to be tampered with by any owners. If a sprinkler head requires repair or any owner has concern regarding irrigation on the property, they are to contact the Vacation Cabin Association.

AA. The maximum speed limit on any street at Bridges Bay Resort is fifteen (15) miles per hour. All vehicles should use great care when driving in the resort as there are many children present. For the safety of everyone at the resort, please be courteous and cautions drivers.

BB. The use of golf carts is allowed on the property but must be driven by a legally licensed driver. Golf carts must follow all the same traffic laws and parking rules as regular motor vehicles.

CC. No parking is allowed on the Vacation Cabins streets at any time. No parking is allowed on Vacation Cabins driveways except temporarily for loading, unloading, cleaning and charging batteries. Any vehicle parked on the streets should be reported to the Bridges Bay Resort Homeowners Association who will have it immediately towed at the owner's expense. Ample vehicle parking is available in any of the parking lots throughout the resort. The boat and trailer storage lot near the main entrance is reserved for boats and trailers only. Vehicles should use designated areas for parking.

ARTICLE THREE.

PETS

A. Owners are allowed no more than one common domestic pets. At the unit owner's cost, he or she shall repair any damage incurred in common areas caused by the conduct of a pet. Pets must be on a leash at all times. No animals shall be restricted by chain, rope, or other method that is secured to any portion of a building, tree, shrubbery, or stake. Pet owners must immediately clean up after their pet's defecation. No pets shall be allowed to create a nuisance or disturbance.

Violation of the provisions of this Article Two shall subject violators to the following penalties:

1. Any pet unleashed and unattended on the Association property will be confined to be reclaimed by such pet's owner.
2. Failure of any owner to reclaim (within 24 hours) a pet will result in that pet being taken to the Humane Society.
- B. Do not leave pets unattended on condo decks.
- C. Any unit owner violating the provisions of this Article Two more than twice may be prohibited from maintaining any pets in the condominium.

ARTICLE FOUR.

PARKING

A. Vehicles blocking entry walkways or stairways to buildings or dumpsters are prohibited. Only those vehicles marked accordingly may be parked in handicapped designated spots. After all reasonable attempts to locate owners of any illegally parked vehicles (trailers, boats, cars, etc.) have been made, and the vehicle is not moved to a proper area will be subject to removal and storage at commercial storage facilities in the area at the owner's cost.

B. The parking, storage, or repair of unlicensed, expired license, or disabled vehicles is prohibited; and any such vehicle will be subject to removal and storage at commercial storage facilities in the area at the owner's cost. There will be no parking or storage of vehicles on premises beyond your stay. Vehicles left unattended for an extended period of time will be subject to removal and storage at commercial storage in the area at the owner's cost.

C. Oversized vehicles must be parked (except for loading and unloading) in designated areas only.

D. Because of the limited parking space, boats, boat trailers, RVs, campers, etc. are prohibited from parking on the premises, other than in designated areas. If parked or stored under unauthorized circumstances the owner will be subject to removal and storage (at owner's or guest's expense) at commercial storage facilities in the area.

E. The use of common area utility services such as water faucets is prohibited unless otherwise authorized.

F. Cooking, sleeping, or living in or on RVs is prohibited.

G. The operation, or any other use of a moped, an all-terrain vehicle ("ATV") or similar vehicle upon any of the common elements of the Association property, including paved and unpaved portions, is prohibited; any moped, ATV, or other similar vehicle so operated will be subject to removal and storage at commercial storage in the area at the owner's cost. Motorized vehicles used by physically disabled persons such as motorized wheelchairs or electrically motorized three- and four-wheeled scooters are not subject to this restriction.

ARTICLE FIVE.

INDOOR WATERPARK

A. Access to the water park shall be four per member unit for each two bedroom unit and six per member unit for each three bedroom unit and may be by wristband issued for each member unit. Additional access may be available at a special rate for unit owners. All people in the waterpark must have a wristband.

B. This schedule will change as demand is known and hours of operation are subject to the Owners Association approval. The hours and days of operation of the waterpark will be determined based on useage and demand. The waterpark will be open from 10 am to 10 pm Sunday thiough Thursday and 10 am to 11 prn Friday and Saturday during the Summer Season. The Summer Season is defined as Memorial Day weekend through Labor Day weekend. The waterpark will be open from 5 pm to 10 pm Friday, 10 am to 10 pm Saturday and 10 am to 6 pm Sunday during the remainder of the year. On weekdays the waterpark may be open when demand dictates. The capacity of the waterpark will be set by the State of Iowa. The maximum member unit wristbands will exceed the capacity set by the State of Iowa and at any time the admission will be limited to the capacity on a first come basis.

C. Children under the age of 12 must be accompanied by an adult.

D. When member units are not expected to utilize the pool to capacity, third party users may use the waterpark for a fee. Such fee is to be determined by the Owners Association. All such revenue will be used to reduce operating expenses of the waterpark.

E. The waterpark hours and time and rules will be established by the Owners Association once it is open.

ARTICLE SIX.

BOAT DOCK AREA

A. Each slip lessee is expected to keep his or her area clean and free of debris.

B. Swimming off or near boat docks is prohibited. Because of underwater bracing around every dock this is for the safety of both the swimmers and boat operators

C. Running on docks or ramps is prohibited. Roller-blades, skateboards, roller skates, bicycles, etc., are not allowed on the boat docks or ramps.

D. Dock fingers and walkways must be cleared of all obstacles, including all personal watercraft (i.e., paddle boats, canoes, rafts, wave runners, jet skis, etc.).

E. Cleaning of fish on docks and ramps is prohibited.

F. No-wake speed is mandatory within 300 feet of docks or other watercraft and inside buoyed areas adjacent to docks.

G. Caution your guests in visiting boats that vacant slips are private.

H. While on docks or ramps, respect the rights of others by keeping all excessive noise at a minimum. Loud and boisterous conduct on docks and ramps is prohibited.

I. Dock utility service is restricted to the lessee or owner of a boat slip.

J. There shall be no cooking, sleeping, or living on watercraft docked.

K. No boats over 29 feet in length are to be tied up to the dock at any time except to load and unload. No overnight docking is permitted on the outside of any dock.

L. Special wiring beyond what is available is paid for by a slip owner after obtaining permission from the Manager to install.

M. The proper way a boat is to be parked is as follows: the nose not extending onto or over the walkway area as to obstruct the pathway, and not beyond the upright steel posts closest to the walk area of your slip. Watercraft will not be permitted to, in any way, obstruct the walkway. Please follow this parking procedure because if someone is injured due to your boat being improperly parked, you will be held solely responsible.

N. The subleasing or use of dock slips by non-owners or persons not residing on the premises is prohibited, except for commercial unit slips.

O. The permanent mooring or tying to the ramps and stairs leading to the docks and the fingers of the docks are prohibited.

P. Other than PWC lifts, no front-mounted boatlifts over [number] pounds may be installed in any slip.

Q. The storage and use of combustible material on the docks is strictly prohibited.

R. Fueling of boats, jet skis, or any motorized vehicle is strictly prohibited on the boat docks.

S. One dock storage container per lessee is allowed. It shall be a white fiberglass chest type, of a size approved by the Board and shall be located on the shore side and closest on your slip. Any hoist boxes or related equipment must also be located on the shore side and closest to your slip.

T. No trash containers, other than those provided by the Association, shall be located on any dock.

U. All boat hoists or personal watercraft hoists installed in a slip shall be of a design and size approved by the Board.

ARTICLE SEVEN.

COLLECTION OF PAST DUE ASSESSMENTS AND DUES

In accordance with the governing documents of the Bridges Bay Resort Homeowners Association, the Board of Directors has adopted the following policies pertaining to assessments and dues collection procedures. These policies are in addition to all rights accorded the Association under Iowa law and under its governing documents.

A. Association dues are due and payable semi-annually as shown on the invoice each month. Those dues which are not paid within 30 days of the date due shall be deemed delinquent and shall be subject to an interest charge in the amount of 1.5% per month (or such rate as may be established by the Board from time to time) of the unpaid dues. In addition, any payment other than the full amount shall be charged an administrative fee of \$10.00 per payment.

Also, the Board may accelerate the remaining annual dues upon notice to the Owner and the entire balance shall be due within ten (10) days of receipt of such notice.

B. Special assessments which are not paid within thirty (30) days of the date due shall be deemed delinquent and shall also be subject to an interest charge in the amount of 1.5% per month (or such rate as may be established by the Board from time to time) of the unpaid special assessment.

C. If a check is returned and the dues or assessments are not otherwise received in the applicable time period, the dues or assessments shall be deemed delinquent and shall be subject to an interest charge in the amount of 1.5% per month (or such rate as may be established by the Board from time to time) of the amount due, in addition to a returned check charge of thirty dollars (\$30.00) or the maximum amount permitted by law.

D. In addition to the above charges, the Board may also restrict the rights of the Owner, his or her residents, tenants, and invitees to use certain common elements, including but not limited to, indoor water park, boat docks or slips, and any other facilities or services which the Board, in its discretion, deems appropriate. In addition, snow removal service for individual cabins may be suspended due to delinquent assessments. Notice of such restrictions or suspensions shall be provided to the Owner (by posting on Owner's Unit/Cabin and by mailing to Owner's address of record) if assessments and interest charges are not timely paid. Any entry upon the restricted common elements during the time an Owner's privileges are restricted shall constitute a trespass, and will be referred to appropriate authorities for criminal prosecution.

E. Owners are reminded that unpaid assessments and interest charges constitute liens against the property, as provided by Iowa law and by the governing documents applicable to Owner's property. If any assessment and interest charge remains unpaid for 90 days, the Board may take appropriate action to record a lien against an Owner's property for unpaid assessments and late interest charges. In addition to the assessments and interest charges, the Owner shall be responsible for payment of recording the lien, reasonable attorney's fees, and other reasonable costs associated with such recording of the lien and associated with any court proceeding filed to foreclose on the lien.

F. The Board shall also have the authority to engage an attorney to collect and to institute civil proceedings for the collection of unpaid assessments and interest charges. In such cases as the Board deems necessary, civil proceedings will be instituted. The Owner shall be responsible for costs of the action and reasonable attorney fees.

G. The Board recognizes that from time-to-time Owners may develop financial hardships. If you have what you believe constitutes a financial hardship, you should contact the Board *before* your dues become delinquent and discuss your specific situation. The Board may, although it is not required, to make alternative arrangements for the payment of assessments.

ARTICLE EIGHT.

ENFORCEMENT

A. All owners, guests and visitors are expected to follow these rules in accordance with the By-Laws of each Association and the Bridges Bay Resort Homeowners Association. It is the role of the Associations and Bridges Bay Resort Homeowners Association to enforce these policies.

B. Owners in violation of any policies will be notified by the appropriate Association to comply immediately. If more than two (2) notices are required and violations are not remedied, the Association has the ability to enforce these Rules and Regulations in any of the following manner:

1. The Association may restrict the rights of the owner, his or her residents, tenants and invitees to use certain common elements, including but not limited to the indoor water park, boat docks or slips or any facilities or services which the Association, in its discretion, deems appropriate. Any entry upon restricted common elements during the time the owners privileges are restricted, shall constitute a trespass and will be referred to appropriate authorities for criminal prosecution.

2. The Association may impose a fine in the amount of \$10.00 per day until the violation is remedied.

3. The Association shall have the authority to institute civil proceedings for injunctive relief and the owner shall be responsible for the cost of the action, including reasonable attorney fees.

C. If an owner feels another owner is in violation of any policy, they are encouraged to contact the appropriate Association and/or Bridges Bay Resort Homeowners Association.