



Homeowner's Documents

RESTATED BYLAWS
OF
CEDAR LAKE CORPORATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is Cedar Lake Corporation, hereinafter referred to as the "Association". The principal office of the corporation shall be located in Dubuque, Iowa, but meetings of members and directors may be held at such places within the State of Iowa, County of Dubuque, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Cedar Lake Corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Restated Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Condominium Dwelling Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Hansel Builders Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Restated Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Dubuque County Recorder's office, Dubuque, Iowa.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Condominium Dwelling Unit" shall mean any residential dwelling unit located in a building which has been committed to a horizontal property regime as set forth in Chapter 499B of the Iowa Code, as amended.

Section 10. "Rental Apartment Unit" shall mean any residential dwelling unit located in a building which has not been committed to a horizontal property regime as set forth in Chapter 499B of the Iowa Code, as amended.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The location, date and time of the annual meeting shall be set by the Board of Directors and notice thereof shall be mailed to all members at least thirty (30) days prior to the meeting date.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of one-fourth (1/4) of all of the votes of members entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot or Condominium Dwelling Unit.

ARTICLE IV
BOARD OF DIRECTORS: SECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association. The members of the Association shall elect three (3) directors to the Board each year.

Section 2. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating

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Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration, the Restated Articles and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

The members shall have the right to remove any Director with or without cause at any time by majority vote.

Section 4. Term of Office. Each director shall serve for a term of three (3) years. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining directors on the Board of Directors and shall serve for the unexpired term of his/her predecessor.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. The directors 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 directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum shall be regarded as the act of the Board.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to

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- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to

establish penalties for the infraction thereof;

- (b) Suspend the voting rights and right to use of the recreational 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 a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Restated Bylaws, the Restated Articles of Incorporation, or the Restated Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - (1) fix the amount of the annual and special assessments against each Lot or Condominium Dwelling Unit at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of any assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certifi-

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(b) Suspend the voting rights and right to use of the recreational 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 a period not to exceed sixty (60) days for infraction of published rules and regulations:

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cate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Area to be maintained;
- (h) Cause the business of the Association to be carried out so as to, at all times, conform to the requirements of Internal Revenue Code Section 528, and amendments thereto, which requirements are incorporated by reference as if specifically set forth herein.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices

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except in the case of special offices created pursuant to Section 4 of this Article.

follows: Section 8. Duties. The duties of the officers are as

President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deed, and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; co-sign all legal documents on the mortgage, conveyance or transfer of real estate; serve notice of all meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors or as authorized by the appropriate assessment committee shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

All Officers

- (e) It shall be the duty of all officers to see that the business of the Association is at all times carried out so as to conform to the requirements of Internal Revenue Code Section 528 and amendments thereto, which requirements are incorporated by reference as if specifically set forth herein.

ARTICLE VIII
COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Restated Declaration, and a Nominating Committee, as provided by the Restated Bylaws. In addition, the Board of Directors shall appoint other committees as it deems appropriate in carrying out its purpose. As more fully provided in the Restated Declaration, the owners of zero-lot-line lots shall elect a zero-lot-line lot assessment committee, the owners of townhouse lots shall elect a townhouse lot assessment committee, and the owners of Condominium Dwelling Units shall elect a condominium assessment committee.

ARTICLE IX
BOOKS AND RECORDS

The books, records, papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Restated Declaration, the Restated Articles of Incorporation and the Restated Bylaws of the Association shall be available for inspection by any member at the principal place of the Association, where copies may be purchased at reasonable cost.

ARTICLE X
ASSESSMENTS

As more fully provided in the Restated Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency, at nine percent (9%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot or Condominium Dwelling Unit.

ARTICLE XI
CORPORATE SEAL

The Association shall have no seal.

ARTICLE XII
AMENDMENTS

Section 1. These Restated Bylaws may be amended, at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Restated Articles of Incorporation and these Restated Bylaws, the Restated Articles shall control; and in the case of any conflict between the Restated Declaration and these Restated Bylaws, the Restated Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

Section 2. No minibikes, motorcycles, go-carts, snowmobiles or other like powered machines shall be operated or used on any of the Common Area, except as shall be specifically allowed by the Board of Directors.

Section 3. All dogs shall be leashed and controlled by the owner when not upon the lot or Condominium Dwelling Unit of the owner.

Section 4. In the event Rental Apartment Units are constructed in the properties, use of the Common Areas by the lessees of such units shall be determined by the Board of Directors.

IN WITNESS WHEREOF, the above set forth Restated Bylaws correctly set forth the provisions of the Bylaws as theretofore and thereby amended, said Restated Bylaws having been duly adopted as required by law and by the previous Bylaws having obtained the approval of a majority of a quorum of members present in person or by proxy on February 15, 1989, and said Restated Bylaws supersede the original Bylaws and all amendments thereto.

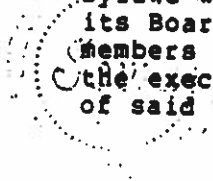
CEDAR LAKE CORPORATION

By [Signature]
Its President

By [Signature]
Its Secretary

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 29th day of March, 1989, before me, a Notary Public in and for said State of Iowa, personally appeared Gary Newman and [Signature], to me personally known, who being by me duly sworn did say that they are the President and Secretary of CEDAR LAKE CORPORATION, and that said Restated Bylaws were signed on behalf of said corporation by authority of its Board of Directors and with the necessary approval of its members and that the said President and Secretary acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



[Signature]
Notary Public in and for the
State of Iowa

RESTATED ARTICLES OF INCORPORATION
OF
CEDAR LAKE CORPORATION

Cedar Lake Corporation, an Iowa nonprofit corporation under Chapter 504A of the 1987 Code of Iowa, does hereby adopt the following Restated Articles of Incorporation for such nonprofit corporation.

ARTICLE I

The name of the corporation is CEDAR LAKE CORPORATION, hereafter called the "Association".

ARTICLE II
DURATION

This corporation shall exist perpetually.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots, Condominium Dwelling Units, and Common Area within that certain tract of property known as:

Cedar Lake Addition in Dubuque Township, Dubuque County, Iowa according to the recorded plat thereof, subject to highway and easements of record,

and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Restated Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Recorder, Dubuque County, Dubuque, Iowa, and as the same may be amended from time to time as therein provided, said Declaration being incorporated by this reference as if specifically set forth herein;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease or transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; provided that all deeds, mortgages, leases, conveyances, contracts, assignments and any other legal documents pertaining to the transfer and conveyance of land shall be signed by the President and co-signed by the Secretary;
- (d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; provided that all deeds, mortgages, leases, conveyances, contracts, assignments and any other legal documents pertaining to the transfer and conveyance of land shall be signed by the President and co-signed by the Secretary;
- (e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility, or private individual or entity for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class or members of each class, agreeing to such dedication, sale or transfer; provided that all deeds, mortgages, leases, conveyances, contracts, assignments and any other legal documents pertaining to the transfer and conveyance of land shall be signed by the President and co-signed by the Secretary;
- (f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purpose of annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, excepting that annexation specifically provided for in the Declaration;
- (g) Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-profit Corporation Law of the State of Iowa by law may now or hereafter have or exercise.

ARTICLE IV
SEAL

This Corporation shall have no seal.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Condominium Dwelling Unit

which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Condominium Dwelling Unit which is subject to assessment by the Association.

ARTICLE VI VOTING RIGHTS

The Association shall have one class of voting membership.

When more than one person holds an interest in any Lot or Condominium Dwelling Unit, all such persons shall be members. The vote for such Lot or Condominium Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Condominium Dwelling Unit. In the event there are Rental Apartment Units on the properties, owners of such Rental Apartment Units shall be entitled to one (1) vote for each four (4) such Rental units owned. There shall be no fractional votes.

ARTICLE VII REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Association is 1703 Richie Drive, City of Dubuque, Dubuque County, Iowa 52001, and the initial registered agent at such address is Jeffrey S. Hansel.

ARTICLE VIII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors and method of election shall be provided for in the bylaws of the Association.

ARTICLE IX DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, trust or other organization to be devoted to such similar purposes.

ARTICLE X AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the membership voting in either person or by proxy.

ARTICLE XI

The corporate existence of the Association shall begin on the 1st day of April, 1977.

ARTICLE XIII

The name and address of the incorporator is:

HANSEL BUILDERS, INC.
3615 Keymeer Drive
Dubuque, Iowa 52001

IN WITNESS WHEREOF, the above set forth Restated Articles of Incorporation correctly set forth the provisions of the Articles of Incorporation as theretofore and thereby amended, said Restated Articles having been duly adopted as required by law and by the previous Articles of Incorporation having obtained the approval of seventy-five percent (75%) of the membership of each class voting in either person or by proxy on February 15, 1989, and said Restated Articles of Incorporation supersede the original Articles of Incorporation and all amendments thereto.

CEDAR LAKE CORPORATION

By [Signature]
Its President

By [Signature]
Its Secretary

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 29th day of May, 1989, before me, a Notary Public in and for said State of Iowa, personally appeared Greg Nauman and [Signature], to me personally known, who being by me duly sworn did say that they are the President and Secretary of said corporation, and that said Restated Articles of Incorporation were signed on behalf of said corporation by authority of its Board of Directors and with the necessary approval of its members and that the said President and Secretary acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa

FILED in the Office of the Secretary of State of Iowa
By: O'Connor + Thomas, P.C. attn: Chad C. Leitch
(Aug 3, 1989) 200 Cyasin Pl., Dubuque, Ia
Cert. No. C12855 ELAINE BAXTER, Secretary of State 52001-6874

RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by HANSEL BUILDERS INC., hereinafter referred to as "Declarant" and Cedar Lake Corporation.

WITNESSETH

WHEREAS, Declarant and Cedar Lake Corporation are the owners of certain property in the County of Dubuque, State of Iowa, which is more particularly described as:

Cedar Lake Addition in Dubuque Township, Dubuque County, Iowa, according to the recorded plat thereof, subject to highway and easements of record.

NOW, THEREFORE, Declarant and Cedar Lake Corporation hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Cedar Lake Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Condominium Dwelling Unit which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Block 7, 8 and 11 and all platted streets, utility easements, walkway easements and planting easements in Cedar Lake Addition in Dubuque Township, Dubuque County, Iowa, according to the recorded plat thereof, subject to highway and easements of record.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Single-family Lot" shall mean and refer to any plot of land upon which a single-family dwelling has been or is to be constructed.

Section 7. "Zero-lot-line Lot" shall mean and refer to any plot of land upon which a zero-lot-line dwelling has been or is to be constructed.

Section 8. "Townhouse Lot" shall mean and refer to any plot of land upon which a townhouse dwelling has been or is to be constructed.

Section 9. "Declarant" shall mean and refer to Hansel Builders Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 10. "Condominium Dwelling Unit" shall mean any residential dwelling unit located in a building which has been committed to a horizontal property regime as set forth in Chapter 499B of the Iowa Code, as amended.

Section 11. "Rental Apartment Unit" shall mean any residential dwelling unit located in a building which has not been committed to a horizontal property regime as set forth in Chapter 499B of the Iowa Code, as amended.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot or Condominium Dwelling Unit, subject to the following:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot or Condominium Dwelling Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association (subject to the provisions of subparagraph (d) of this Section) to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, or private individual or entity for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfers shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) The Common Area shall be subject to any and all utility easements reasonably necessary or required to adequately serve Cedar Lake.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Every person or entity who is a record owner of a fee or

undivided fee interest in any Lot or Condominium Dwelling Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Condominium Dwelling Unit which is subject to assessment by the Association.

When more than one person holds an interest in any Lot or Condominium Dwelling Unit, all such persons shall be members. The vote for such Lot or Condominium Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Condominium Dwelling Unit. In the event there are Rental Apartment Units on the properties, owners of such Rental Apartment Units shall be entitled to one (1) vote for each four (4) such units owned. There shall be no fractional votes.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Condominium Dwelling Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and also special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Provided that no annual or special assessment shall be levied against Declarant for any lot owned by it within the properties, unless and while such lots are occupied property.

Section 2. Purpose of Annual Assessments. The annual assessment levied by the Association shall be used exclusively to promote recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and for the improvement, maintenance and repair of townhouse lots and dwellings, Condominium Dwelling Units and Buildings and zero-lot-line lots and dwellings as hereinafter provided, and for the payment of the expenses of the Association, including but not limited to those expenses enumerated in Article III, subparagraph (b), of the Restated Articles of Incorporation of Cedar Lake Corporation.

The annual assessments for the benefit of all members of the Association shall be determined by the initial Board of Directors and shall be reviewed and/or amended by the Board annually. Those annual assessments for the benefit of only zero-lot-line lots and dwellings, Condominium Dwelling Units and Buildings or townhouse lots and dwellings shall be determined as provided hereinafter in Section 5 of this Article.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special

assessment applicable to that year only for the purpose of de-fraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that they have the assent of two-thirds (2/3) of the votes of members for such assessment who are voting in person or by proxy at a meeting duly called for this purpose.

Upon approval of a special assessment by the membership, the Board of Directors shall send a written notice to all owners by regular U.S. Mail stating the amount of the special assessment for each member, the purpose of the special assessment and the due date or dates for payment of the special assessments.

Section 4. Notice and Quorum for any Action Authorized Under Section 3. Written notice by regular mail as provided in Section 3, Article III, of the Restated Bylaws of any meeting called for the purpose of taking any action authorized under Section 3 above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of the membership votes shall then constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If a member is present at a meeting and does not object in writing or on the record as to a deficiency in notice, the member is deemed to have waived such objection.

Section 5. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows:

- (a) All Lots.
- (1) In the event an Owner of any Lot in the Properties shall fail to maintain the decorative planting and shrubs, clear the snow or cut the grass upon the lot owned by said Owner in a manner satisfactory to the Board of Directors (where such action is required of such owner), the Association, after approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and perform such maintenance. The Board of Directors shall be authorized to do and carry out this provision only after giving five days written notice to the Owner, setting out in such Notice what is required to be done. The cost of any such maintenance shall be added to and become a part of the assessment to which such Lot is subject.
- (2) In the event that the need for maintenance or repair upon any lot or the Common Area is caused by the willful or negligent act of the Owner of any Lot or Condominium Dwelling Unit, family, tenant or guests, or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment

to which such Lot or Condominium Dwelling Unit is subject.

(b) Zero-lot-line Lots. Exterior maintenance of zero-lot-line lots shall be provided as follows:

- (1) Committee. A Committee of three zero-lot-line lot owners shall be elected by a vote of all zero-lot-line owners. Such Committee shall make an annual determination of the amount of an annual assessment to which all zero-lot-line lot owners shall be subject. Provided that no annual or special assessment shall be levied against Declarant for any lot owned by it within the properties, unless and while such lots are occupied property.
- (2) Disbursements. The Committee shall from time to time authorize the expenditure of the funds so assessed for exterior maintenance including, but not limited to the following: painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces and other exterior improvements. Such exterior maintenance shall not include glass surfaces, storm doors, decorative plantings, shrubs, or any concrete surfaces such as patios.
- (3) In addition to the annual assessments authorized above, the Committee may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any extraordinary construction, reconstruction, repair or replacement of a capital improvement beneficial to zero-lot-line owners, provided that they have the assent of two-thirds (2/3) of the votes of the zero-lot-line lot owners benefitted by the improvement and provided further that only those zero-lot-line lot owners benefitted shall be levied against. Provided that no annual or special assessment shall be levied against Declarant for any lot owned by it within the properties, unless and while such lots are occupied property.
- (4) Committee Membership. The members of the Committee shall be elected as follows: all zero-lot-line lot owners shall elect one Committee Member for a term of one (1) year and two Committee Members for a term of two (2) years; thereafter, such owners shall annually elect, for a term of two (2) years, that number of Committee Members required to replace those Committee Members whose terms have expired.
- (5) Removal. Any Committee Member may be removed from the Committee, with or without cause, by a majority vote of the zero-lot-line lot owners. In the event of death, resignation or removal of a Committee Member, his successor shall be selected by the remaining members of

the Committee and shall serve for the unexpired term of his predecessor.

- (6) Compensation. No Committee Member shall receive compensation for any service he may render to the Committee. However, any Committee Member may be reimbursed for his actual expenses incurred in the performance of his duties.
- (c) Townhouse Lots. Exterior maintenance of townhouse lots shall be provided as follows:
- (1) Committee. A Committee of three townhouse lot owners shall be elected by a vote of all townhouse lot owners. Such Committee shall make an annual determination of the amount of an annual assessment to which all townhouse lot owners shall be subject. Provided that no annual or special assessment shall be levied against Declarant for any lot owned by it within the properties, unless and while such lots are occupied property.
 - (2) Disbursements. The Committee shall from time to time authorize the expenditure of the funds so assessed for exterior maintenance including, but not limited to the following: painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces and other exterior improvements. Such exterior maintenance shall not include glass surfaces storm doors decorative plantings, shrubs, or any concrete surfaces such as patios.
 - (3) In addition to the annual assessments authorized above, the Committee may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any extraordinary construction, reconstruction, repair or replacement of a capital improvement beneficial to townhouse lot owners, provided that they have the assent of two-thirds (2/3) of the votes of the townhouse lot owners benefitted by the improvement and provided further that only those townhouse lot owners benefitted shall be levied against. Provided that no annual or special assessment shall be levied against Declarant for any lot owned by it within the properties, unless and while such lots are occupied property.
 - (4) Committee Membership. The members of the Committee shall be elected as follows: all townhouse lot owners shall elect one Committee Member for a term of one (1) year and two Committee Members for a term of two (2) years; thereafter, such owners shall annually elect, for a term of two (2) years, that number of Committee Members required to replace those Committee Members whose terms have expired.

- (5) Removal. Any Committee Member may be removed from the Committee, with or without cause, by a majority vote of the townhouse lot owners. In the event of death, resignation or removal of a Committee Member, his successor shall be selected by the remaining members of the Committee and shall serve for the unexpired term of his predecessor.
- (6) Compensation. No Committee Member shall receive compensation for any service he may render to the Committee. However, any Committee Member may be reimbursed for his actual expenses incurred in the performance of his duties.
- (d) Condominium Dwelling Units. Exterior and general common element maintenance shall be provided as follows:
 - (1) Committee. A Committee of three Condominium Dwelling Unit owners shall be elected by a vote of all Condominium Dwelling Unit owners. Such Committee shall make an annual determination of the amount of an annual assessment to which all Condominium Dwelling Unit owners shall be subject. Provided that no annual or special assessment shall be levied against Declarant for any Condominium Dwelling Unit owned by it within the properties, unless and while such Condominium Dwelling Units are occupied property.
 - (2) Disbursements. The Committee shall from time to time authorize the expenditure of the funds so assessed for exterior maintenance including, but not limited to the following: painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces and other exterior improvements. The Committee shall also from time to time authorize the expenditure of the funds so assessed for interior maintenance of general common elements as defined by Chapter 499B of the Iowa Code, as amended.
 - (3) In addition to the annual assessments authorized above, the Committee may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any extraordinary construction, reconstruction, repair or replacement of a capital improvement beneficial to Condominium Dwelling Unit owners, provided that they have the assent of two-thirds (2/3) of the votes of the Condominium Dwelling Unit owners benefitted by the improvement and provided further that only those Condominium Dwelling Unit owners benefitted shall be levied against. Provided that no annual or special assessment shall be levied against Declarant for any Condominium Dwelling Unit owned by it within the properties, unless and while such Condominium Dwelling Units are occupied property.

- (4) Committee Membership. The members of the Committee shall be elected as follows: all Condominium Dwelling Unit owners shall elect one Committee Member for a term of one (1) year and two Committee Members for a term of two (2) years; thereafter, such owners shall annually elect, for a term of two (2) years, that number of Committee Members required to replace those Committee Members whose terms have expired.
- (5) Removal. Any Committee Member may be removed from the Committee, with or without cause, by a majority vote of the Condominium Dwelling Unit owners. In the event of death, resignation or removal of a Committee Member, his successor shall be selected by the remaining members of the Committee and shall serve for the unexpired term of his predecessor.
- (6) Compensation. No Committee Member shall receive compensation for any service he may render to the Committee. However, any Committee Member may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Uniform Rate of Assessment. Both annual and special assessments for the benefit of all the members of the Association must be fixed at a uniform rate for all Lots and Condominium Dwelling Units and may be collected on a weekly, monthly, quarterly, bi-annually or other payment basis and upon such terms and conditions as the Board of Directors may set forth in writing for each Lot or Condominium Dwelling Unit. The Board may make special payment arrangements in writing with any member if there are extenuating circumstances.

Section 7. Date of Commencement of Annual Assessments.
Due Dates. The annual assessments provided for herein shall commence as to all Lots and Condominium Dwelling Units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors or the appropriate Committee created by Section 5 hereof, shall fix the amount of the annual assessment against each Lot and Condominium Dwelling Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot or Condominium Dwelling Unit has been paid.

Section 8. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. In the event any member fails to pay any assessment or any installment payment of any assessment within thirty (30) days after the due date, said assessment shall bear interest from the due date at nine (9%) percent per annum. If any payment is not made within thirty (30) days of its due date, the Secretary shall mail written notice of the delinquency to the member and advise the member that interest is being charged, that pursuant to the Declarations.

and Bylaws of the Corporation, the voting rights of the member are suspended, a lien is being filed on the property subject to the assessment, that the Association reserves the right to necessary take legal action to collect the assessment, and that all rights of the member to the use of recreational facilities are suspended until all payments on assessments are brought current or written payment arrangements are made with the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Condominium Dwelling Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Condominium Dwelling Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Condominium Dwelling Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Condominium Dwelling Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes and Condominium Dwelling Units upon the Properties and placed on the dividing line between the Lots and Condominium Dwelling Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other cause, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

Section 6. Arbitration. In the event as to any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 7. Encroachment. Upon any party wall, there may be an encroachment of not more than six (6) inches in laying the foundation upon an adjoining Owner's Lot so that the footing on which rests the party wall, may extend not more than six (6) inches over on the property owned by said Lot Owner. There may further be an encroachment of not more than one foot in any roof overhang so that a roof overhang belonging to one Lot Owner may hang not more than one foot over from the property of an adjoining property owner where there is a difference in the height of the two adjoining buildings.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of the three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any, covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other property provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owner of not less than seventy-five (75%) percent of the Lots and Condominium Dwelling Units, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot and Condominium Dwelling Unit Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

Section 5. Suspension of Use of Facilities. The Board of Directors may suspend any Owner's use of recreational facilities for infractions of its published rules and regulations by mailing a written notice of the proposed suspension to the owner, setting forth the reasons therefor and providing that the Owner may appear before a meeting of the Board of Directors, giving the date, time and location of the meeting to show why the suspension should not be imposed.

Section 6. (a) Indemnification:

(1) Right to Indemnification. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative), by reason of the fact that he was or is a director, officer, employee or agent of the corporation, or of any other corporation partnership, joint venture, trust or other enterprise (hereinafter collectively referred to as "other corporation") which he serves or served as such at the request of the corporation, shall, subject to the provisions of Section (b) hereof and except as prohibited by law, be indemnified by the corporation against expenses and liabilities actually and reasonably incurred by him in connection with such action, suit or proceeding (whether brought by or in the right of the corporation or such other corporation or otherwise); provided that no indemnification shall be made in respect of any claim, issue or matter in any action, suit or proceeding by or in the right of the corporation as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation except to the extent that an Iowa Court of competent jurisdiction or the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such Court shall deem proper. As used in this Article, the term "expenses" shall include attorneys' fees and disbursements and the term "liabilities" shall include judgments, fines, penalties and amounts paid in settlement.

(b) Limitations and Standards. Indemnification under the foregoing Section (a) shall be subject to the following additional provisions:

(1) Except in cases of indemnification to be made on the basis and to the extent that the person to be indemnified has been successful on the merits or otherwise in defense of an action, suit or proceeding, or a claim, issue or matter therein, any indemnification under said Section (a) shall be made only if a Referee, who shall be an independent legal counsel, who may be regular counsel for the corporation, selected and compensated by the Board of Directors (whether or not acting by quorum consisting of directors who are not parties to such action, suit or proceeding), shall deliver to the corporation his written opinion that the person claiming indemnification acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any claim, action, suit or proceeding by judgment, order, settlement or conviction or on a plea of nolo contendere or its equivalent, shall not, of it-

self, create a presumption that a person did meet the foregoing standards of conduct. When indemnification hereunder requires an opinion of a Referee, the person to be indemnified shall, at the request of the Referee, appear before him and answer questions which the Referee deems relevant and shall be given ample opportunity to present to the Referee evidence upon which he relies for indemnification. The corporation shall, at the request of the Referee, make available to him the facts, opinions or other evidence in any way relevant for his finding which are in the possession or control of the corporation.

(2) Any indemnification under said Section (a) of a director, officer, employee or agent of the corporation (in his status as such) against his liabilities in connection with an action, suit or proceeding by or in the right of the corporation to procure a judgment in its favor, and any indemnification under said Section (a) of a director, officer, employee or agent of another corporation (in his status as such) against his expenses and liabilities in connection with any action, suit or proceeding, whether or not he has been successful on the merits or otherwise in defense thereof or of a claim, issue or matter therein, shall (unless ordered by a Court) be made by the corporation only if and to the extent authorized by the Board of Directors, in its discretion, after receipt of a written opinion of a Referee when required in accordance with paragraph (1) above, and acting either (i) by a majority vote of a quorum consisting of directors who are not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, by a majority vote of a quorum which may include directors who are parties, but shall include all available directors who are not parties to such action, suit or proceeding.

(c) Advance of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors, acting either by a majority vote of a quorum consisting of directors not parties to the action, suit or proceeding, or if such a quorum is not obtainable, by a majority vote of a quorum which may include directors who are parties to such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the person to be indemnified to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation.

(d) Additional Rights. The rights of indemnification provided in this Article shall be in addition to any rights to which any person referred to in Section 1 of this Article may otherwise lawfully be entitled and shall be available whether or not the claim asserted against such person is based on matters which antedate the adoption of this Article.

(e) Additional Persons Covered. The indemnification provided or authorized by this Article shall continue as to a person who has ceased to be a director, officer, or employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

(f) Insurance. The corporation, as authorized by the Board of Directors, shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability

asserted against him and as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article or otherwise.

IN WITNESS WHEREOF, the above set forth Restated Declaration of Covenants, Conditions and Restrictions correctly set forth the provisions of the Declaration as theretofore and thereby amended, said Restated Declaration having been duly adopted as required by law and by the previous Declaration having obtained approval of not less than ninety percent (90%) of the Lots, and said Restated Declaration supersedes the original Declaration of Covenants, Conditions and Restrictions and all amendments thereto. As required by the previous Declaration, attached to this Restated Declaration is an instrument signed by the Owners of not less than ninety percent (90%) of the Lots approving same.

HANSEL BUILDERS INC.

By *Jeffrey S. Hansel*
Jeffrey S. Hansel, President

By *Richard L. Hansel*
Richard L. Hansel, Secretary

CEDAR LAKE CORPORATION

By *[Signature]*
Its President

By *Michael J. Donovan*
Its Secretary

Iowa
STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 29th day of MAY, 1989, before me, a Notary Public in and for said State of Iowa, personally appeared Jeffrey S. Hansel and Richard L. Hansel, to me personally known, who being by me duly sworn did say that they are the President and Secretary of HANSEL BUILDERS INC. and that said Restated Declaration of Covenants, Conditions and Restrictions were signed on behalf of said corporation by authority of its Board of Directors and that the said President and Secretary acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Thomas J. Adams
Notary Public in and for the
State of Iowa
my commission expires 6/8/92

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 20th day of January, 1989, before me, a Notary Public in and for said State of Iowa, personally appeared [Signature] and [Signature], to me personally known, who being by me duly sworn did say that they are the President and Secretary of CEDAR LAKE CORPORATION, and that said Restated Declaration of Covenants, Conditions and Restrictions were signed on behalf of said corporation by authority of its Board of Directors and with the necessary approval of its members and that the said President and Secretary acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



[Signature]
Notary Public in and for the
State of Iowa

1700-92

JOANN E. REYNOLDS, DUB. CO. RECORDER

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AGREEMENT TO ADOPT RESTRICTIVE COVENANTS

Cedar Lake Corporation, an Iowa Corporation, pursuant to Article VII, Section 2, of its Restated Declaration of Covenants, Conditions and Restrictions, does hereby amend said Declarations by the addition of the following Article VII to said Declarations, this amendment to apply to the following described property located in Dubuque County, Iowa:

Cedar Lake Addition in the City of Dubuque, Iowa according to the recorded plats thereof, subject to highway and easements of record.

This amendment having been adopted by a majority vote of a quorum of members present at a regular meeting of the Corporation after notice thereof to all members, with the specific written consent of not less than seventy-five (75%) percent of the members of said Corporation and owners of real property within Cedar Lake Addition, said written consents attached hereto and made a part hereof.

ARTICLE VIII
RESTRICTIVE COVENANTS

SECTION 1. No dwelling or basement shall be occupied as a dwelling place until such time as the exterior of said dwelling is substantially complete.

SECTION 2. The exterior of the dwelling and garage, seeding, sodding, grading and general landscaping shall be completed within twelve (12) months after excavation is commenced for construction of said dwelling. For good cause shown and upon approved application to the Homeowner's Association, Board of Directors, an extension of this completion requirement may be granted.

SECTION 3. No structure, building, trailer, or vehicle, other than a duly constructed dwelling unit, shall be used as a residence or dwelling place.

SECTION 4. No building shall be erected on any lot unless the structure shall be of a quality of design, workmanship, and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. No modular or double wide homes are permitted to be placed on any lot. All structures, shall be constructed in accordance with applicable government building codes then in effect and with more reasonable restrictive standards that may be required by the Association's architectural committee.

SECTION 5. No structure, building, trailer, vehicle, garage, carport, tent or lot shall be used for the conduct of a regular, continuing, and organized business which will create additional vehicular traffic in the area, which shall include, but is not limited to, and educational institution, retail or service business, auto repair business, or licensed children's day care center, except that casual business or commerce and/or industry may be conducted in any dwelling unit and any dwelling unit may have an office in said unit, so long as such office is not noticeable from the exterior of the dwelling.

SECTION 6. No boat, snowmobile, tractor-trailer, camping or recreational trailer, motorhome, or trailer used to carry same shall be kept or stored on the premises except within the garage thereof.

SECTION 7. No unlicensed or inoperable motor vehicle, machinery, or junk materials shall be kept upon any premises, with the exception of vehicles, machinery, or building materials used in conjunction with construction may be kept on said construction site while there are construction activities being performed thereon.

SECTION 8. No signs, billboards, or advertising devices, commercial in nature, except those used in the sale/rental of any property, shall be placed on any lot or building of said subdivision.

SECTION 9. All driveways leading from the frontage street shall be of hard surface construction.

SECTION 10. No building, fence, wall or other structure shall be commenced, erected or maintained upon nor buried under the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted in writing as to harmony of exterior design and location in relation to surrounding structures and topography to the duly appointed architectural committee and approved by the Board of Directors. Said approval shall not be unreasonably withheld.

SECTION 11. No animals including, but not limited to, chickens, fowl, livestock of any kind may be raised or kept on any premises. As an exception thereto, dogs, cats, or any domesticated pets may be raised or kept in the subdivision if the owners comply with any other relevant subdivision rules and city ordinances. However the breeding, raising, keeping, or any such animals for commercial purposes is prohibited.

RESTATED BYLAWS of CEDAR LAKE
CORPORATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is Cedar Lake Corporation, hereinafter referred to as the "Association". The principal office of the corporation shall be located in Dubuque, Iowa, but meetings of members and directors may be held at such places within the State of Iowa, County of Dubuque, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Cedar Lake Corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Restated Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" Shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Condominium Dwelling Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Hansel Builders Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Restated Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Dubuque County Recorder's office, Dubuque, Iowa.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Condominium Dwelling Unit" shall mean any residential dwelling unit located in a building which has been committed to a horizontal property regime as set forth in Chapter 4990 of the Iowa Code, as amended.

Section 10. "Rental Apartment Unit" shall mean any residential dwelling unit located in a building which has not been committed to a horizontal property regime as set forth in Chapter 499B of the Iowa Code, as amended.



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Fee Amt: \$112.00 Page 1 of 22
Dubuque County Iowa
Kathy Flynn Thurlow Recorder

File **2009-00008240**

Prepared by and Return Document to: A. Theodore Huinker, AT0003671, 200 Security Building, 151 West 8th Street, Dubuque, Iowa 52001 (563) 556-4011

(1) AMENDMENT TO ARTICLES OF INCORPORATION OF CEDAR LAKE CORPORATION; (2) AMENDMENT TO RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS; (3) EXTENSION OF DURATION OF RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PURSUANT TO §614.24, CODE OF IOWA; AND (4) EXTENSION OF DURATION OF AGREEMENT TO ADOPT RESTRICTIVE COVENANTS PURSUANT TO §614.24, CODE OF IOWA

The undersigned, constituting not less than seventy-five percent (75%) of all owners of certain properties in the County of Dubuque, State of Iowa, which is more particularly described as:

Cedar Lake Addition in Dubuque Township, Dubuque County, Iowa, according to the recorded plat thereof, subject to highway and easements of record

hereby amend the Articles of Incorporation of Cedar Lake Corporation, filed April 15, 1977, as Instrument No. 3518-1977, amend the Restated Declaration of Covenants, Conditions and Restrictions, filed July 10, 1989, as Instrument No. 5789-1989, extend the duration of the Restated Declaration of Covenants, Conditions and Restrictions, filed July 10, 1989, as Instrument No. 5789-1989, and extend the Agreement to Adopt Restrictive Covenants, filed February 11, 1992, as Instrument No. 1700-1992; as set forth in this document, which Amendments and Extensions shall become effective on the date of recording of this Amendment with the Dubuque County Recorder.

Amendment to Articles of Incorporation of Cedar Lake Corporation

The Articles of Incorporation of Cedar Lake Corporation shall be amended by deleting Article III, paragraph (e) in its entirety and substituting the following:

“(e) Dedicate, sell, or transfer all or any part of the Common Area, and any other real estate owned by the Corporation, to any private individual, partnership, corporation or

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F. J. [unclear]

company, public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members, agreeing to such dedication, sale or transfer; provided that all deeds, mortgages, leases, conveyances, contracts, assignments, and any other legal documents pertaining to the transfer and conveyance of real property shall be signed by the President and co-signed by the Secretary.”

Amendment to Restated Declaration of Covenants, Conditions and Restrictions

The Restated Declaration of Covenants, Conditions and Restrictions shall be amended by adding the following paragraph to ARTICLE VII, GENERAL PROVISIONS:

“Section 7. Rules and Regulations Adopted by Board/Enforcement. Pursuant to Article VI, Section 1 of the Restated Bylaws of Cedar Lake Corporation, the Board of Directors has the power to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof. Such rules have been adopted and provided to the Members of Cedar Lake Corporation. Further, there are use restrictions applicable to Cedar Lake. The Board has determined that it is in the best interests of the Members to establish a uniform process for the enforcement of the adopted rules and restrictive covenants and to penalize infractions thereof.

Upon learning of an infraction of a published rule or restriction, the Board shall deliver a notice to the Owner responsible for the infraction informing the Owner of the alleged infraction and said notice shall provide said Owner with seventy-two (72) hours from receipt of the notice to cure the infraction. In the event the infraction is not cured within the seventy-two (72) hour period, upon a unanimous vote of the Board approving a penalty, a penalty of \$75.00 shall be imposed against the offending Owner. The Secretary shall mail notice to the offending Owner of the penalty. If payment is not made within thirty (30) days of its assessment date, the Secretary shall mail written notice to the Owner and advise the Owner of the enforcement measures set forth in the remainder of this paragraph. This penalty, together with interest, costs and reasonable attorneys fees shall be a continuing lien upon the property against which such penalty is assessed. In the event an assessed penalty is not paid within thirty days after its assessment, the penalty shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum and the Association may bring an action at law against the offending Member to pay the same or bring an action to foreclose the lien, and recover interest, costs and reasonable attorney’s fees of any such action. The Board may also suspend any Member’s use of recreational facilities as provided in Section 5 of this Article.

Section 8. Recovery of Costs Associated with Notices for Non-payment of Assessments/Penalties. It is hereby established that an administrative fee of \$20.00 shall be added to the amount of an unpaid assessment or penalty in the event the Secretary is required

to mail the written notice to any member as required by Article IV, Section 8 or Article VII, Section 7 of this Declaration. Further, it is hereby established that an administrative fee of \$100.00 shall be added to the amount of an unpaid assessment or penalty in the event the Board places a lien upon the lot of the non-paying or offending Owner as allowed by this Declaration."

Subject to this Amendment, the Articles of Incorporation of Cedar Lake Corporation, the Restated Declaration of Covenants, Conditions and Restrictions, and the Agreement to Adopt Restrictive Covenants are ratified and reaffirmed.

**Extension of Duration of Covenants, Conditions and
Restrictions and Agreement to Adopt Restrictive Covenants**

This Amendment and Extension shall constitute a verified claim pursuant to Iowa Code § 614.24 of the undersigned owners of lots subject to the Restated Declaration of Covenants, Conditions and Restrictions filed July 10, 1989 as Instrument No. 5789-1989 and the Agreement to Adopt Restrictive Covenants filed February 11, 1992 as Instrument No. 1700-1992 as hereby amended. Each of the undersigned does hereby claim for himself or herself and on behalf of Cedar Lake Corporation, pursuant to Section 614.24, Code of Iowa, all rights and use restrictions established under the above-described Declarations of Covenants, Conditions and Restrictions and Agreement to Adopt Restrictive Covenants and any amendments thereto.

In Witness Whereof, the above Amendments and Extension have been duly adopted as required by law having approval of not less than seventy-five percent (75%) of the Owners of the lots within Cedar Lake Addition as evidenced by the signatures attached hereto approving the same.

CEDAR LAKE CORPORATION

By: *John Schumacher*
John Schumacher President

By: *Maggie Leitner*
Maggie Leitner Secretary

STATE OF IOWA, DUBUQUE COUNTY, ss:

This instrument was acknowledged before me on this 3rd day of April, 2008 by John Schumacher and Maggie Leitner as President and Secretary of Cedar Lake Corporation. 8/14/01

Joan Willenborg
Notary Public
Joan Willenborg

