

EXHIBIT "D"
BYLAWS
OF
GOOSE LAKE ESTATES CONDOMINIUMS OWNERS ASSOCIATION

These are the Bylaws of GOOSE LAKE ESTATES CONDOMINIUMS OWNERS ASSOCIATION (hereinafter referred to as "Association") organized pursuant for the purpose of administering Goose Lake Estates Condominiums, a horizontal property regime (condominium) established pursuant to Chapter 499B of the 2023 Code of Iowa, as amended, located on the following-described real estate in Johnson County, Iowa:

Lot 3, Devmont Estates, in accordance with the Plat thereof recorded in Book 50, at Page 19, in the records of the Johnson County Recorder's Office, containing 9.61 acres, and is subject to easements and restrictions of record;

I. MEMBERS AND VOTING RIGHTS

1. The owners of each condominium unit shall constitute the members of the association and membership shall automatically cease upon termination of all interests which constitute a person an owner. Declarant shall be and have the rights of members with respect to unsold units. Whenever only one spouse is a record titleholder, the other spouse shall be considered an owner for purposes of membership and shall be bound by the provisions of all condominium documents including that provision in relation to the Homestead Exemption contained in Article VII of the Declaration.
2. An owner of record shall be recognized as a member without further action for so long as he/she holds an ownership interest. If ownership is acquired but not of record, or if acquired other than by way of conveyance or other formal instrument of transfer (such as by death, judicial act, or dissolution), the person acquiring or succeeding to ownership shall present the Board of Directors of the Association evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights of membership in the Association. Failure to provide such evidence shall not, however, relieve an owner of his ownership obligations. A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the owner which he/she represents.
3. If more than one person is the owner of the same unit, all such owners shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the owners of that unit shall be cast by the person named for that purpose on a certificate signed by all such owners or fiduciaries or other officials and filed with the Board of Directors, and such person shall be deemed to hold an ownership interest to such unit for purposes of voting and determining the representation of such ownership interest at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Board of Directors, such membership shall not be in good standing and the vote for that unit shall not be considered in considering a quorum or a vote or for any other purposes until this Bylaw is complied with.

4. The owners of each unit shall be entitled to one vote on all matters to be determined by the members of the Association either as owners or as units or as contemplated by Chapter 499B of the Code of Iowa, as amended, pursuant to the Declaration, including any supplements or amendments thereto, submitting the property to the regime. Votes of a single unit may not be divided.

II. MEMBERS' MEETINGS

1. The annual and any special meetings shall be held at a time and at a place within North Liberty, Johnson County, Iowa, chosen by the Initial Board of Directors or by the Board of Directors and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the notice thereof.

2. A special meeting shall be held whenever called by the President or, in his/her absence or disability, the Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-half (1/2) of the votes of the entire membership.

3. The Secretary or his/her designate shall give written notice to each member of the annual meeting. The person or persons calling a special meeting pursuant to Paragraph 2 hereof shall give like written notice of such special meeting. Notice shall set forth the time and place and purpose or purposes for which the special meeting will be held and provide for virtual attendance where permitted by law. No action shall be taken at a special meeting which is not directly related to the purpose or purposes stated in the notice of such meeting.

4. Notice of members' meetings shall be given by mail or delivering same not less than ten (10) days, nor more than thirty (30) days prior to the date of the meeting. Notice shall be deemed to be given if (1) mailed by First Class Mail to the member at the address of his unit within the regime, unless at the time of giving such notice such member has given written direction, delivered to an officer or member of the Board of Directors specifying a different mailing address to be carried on the rolls of the Association; or (2) emailed to the member at the address delivered to an officer or member of the Board of Directors. If more than one person is the owner of the same unit or if more than one fiduciary or one official is acting in the premises, notice to such person shall be deemed to have been given, when given in accordance with this Paragraph to the person named in the certificate filed with the Board of Directors in accordance with Paragraph 3 of Article I. Notice of any meeting may be waived in writing by the person entitled thereto.

5. A quorum at a members' meeting shall consist of the presence of members in person, virtually, where permitted by law, or by proxy, representing a majority of the units. The acts carried or approved by a vote of a majority of the units represented at a meeting at which a quorum is present shall constitute the acts of the membership unless a different rule is provided herein or by the Articles of Incorporation, the Declaration or other agreement to which the Association is a party. The President, or, in his/her absence or disability, the Vice President shall preside at each members' meeting; if neither the President nor the Vice President is able to preside, a chairperson shall be elected by the members present at such meeting.

6. A member duly certified by the Board of Directors may vote (1) in person; (2) virtually, where permitted by law; (3) electronically as provided by the Board of Directors and where permitted by law; (4) by absentee ballot delivered to the Board of Directors; and (5) by proxy.

7. At any membership meeting, a person holding a member's proxy to vote shall be permitted to participate in such meeting and shall be permitted to cast such member's vote on all questions properly coming before such meeting, provided such proxy must be in writing and signed by a member or other person entitled to cast votes, and shall set forth the unit with respect to which such rights are pertinent, and the period which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

8. At all meetings, the order of business shall consist of the following:

- A. Election of Chairperson, if required.
- B. Calling roll and certification of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of officers, if applicable.
- F. Reports of committees, if applicable.
- G. Election of Directors, if applicable.
- H. Unfinished business.
- I. New Business.
- J. Adjournment.

III. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by an Initial Board of Directors constituting one (1) person. The Initial Board of Directors shall consist of such persons as the Declarant may appoint pursuant to the Declaration and need not be a member of the Association. The Initial Board of Directors shall be subject to removal only by the Declarant or by election of their successors pursuant to No. 7 below, at the time after 100 percent of the units are sold by Declarant. From and after the removal of the Initial Board of Directors, Board members shall be selected from the members of the Association, except as provided in Paragraph 2 below. An officer or designated agent of a member shall qualify to serve as a Director.

2. At a duly called members' meeting held after the Initial Board of Directors are removed and at each annual meeting, thereafter, five directors shall be elected. The term of office of each director shall extend until the next annual meeting of the members and thereafter until his/her successor is duly elected and qualified or until he/she is removed in the manner as elsewhere provided.

3. Each director shall be elected by ballot (unless such requirement is waived by unanimous consent) and by a plurality of the votes cast at the annual meeting of the members of the Association. Each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled by election and each director shall be elected by a separate ballot unless provided otherwise by unanimous consent of the members.

4. Except as provided in Paragraph 5 of these Articles, vacancies on the Board of Directors may be filled until the date of the next annual meeting by a vote of a majority of the Directors remaining in office regardless of whether those remaining constitute a quorum.
5. Provided that the Initial Board of Directors shall be subject to removal only by the Declarant or by election of their successors after 100 percent of the sale of the units, then thereafter, any Director may be removed by concurrence of seventy-five percent (75%) of the members of the Association at a special meeting called for that purpose. The vacancy on the Board of Directors so created shall be filled by the persons entitled to vote at the same meeting.
6. The Initial Board of Directors as well as any other Directors appointed by the Declarant shall serve without compensation. Directors elected by the members shall receive such compensation and expenses as is approved by the persons entitled to vote at any annual or special meeting.
7. After the removal of the Initial Board of Directors, an organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organization meeting shall be necessary. An organization meeting of the Association to elect successors to the Initial Board of Directors of the Association shall be held not later than thirty (30) days following the sale of one hundred percent (100%) of all the units in the regime.
8. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board. All Directors' meetings shall be open to the owner members except as permitted by law. Notice of each Board meeting shall be delivered to all owners at least seven (7) days before the meeting. Special meetings of the Directors may be called by the President, Vice President, or any three Directors provided not less than two days' notice shall be given, personally or by mail, telephone, email, or telegraph, which notice shall state the time, place, and purpose of the meeting.
9. A quorum at the Directors' meeting shall consist of three-fifths of the entire Board of Directors. The acts approved by a majority of those present at a meeting duly called at which a quorum is present shall constitute the acts of the entire Board of Directors, except where approval by a greater number of Directors is required by the Declaration or these Bylaws.
10. The presiding officer of a Director's meeting shall be the President, or in his/her absence, the Vice President.
11. The Board of Directors, by resolution approved by all members thereof, may designate from among its members such committees as it deems advisable and by resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, and the documents establishing the Condominium Regime. Such powers and duties of the Directors shall be exercised in

accordance with the provisions of the Declaration of Condominium which governs the use of the land, and in addition to those elsewhere provided, shall include but not be limited to the following: Provided however, that the Initial Board of Directors shall be exempt from mandatory compliance but instead may employ similar methods as they shall determine to be reasonable and responsible to achieve similar results, until such time as the Initial Board of Directors is removed as provided herein.

1. To collect assessments against members for all common expenses.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To maintain, repair, replace and operate the regime property including all common elements, and facilities, and units as applicable, and the making or providing for payment for all such work and approving or delegating to the officer's authority to approve vouchers, therefore. Common elements and facilities include, but are not limited to: (a) the land on which the buildings are erected; (b) the foundations, floors, exterior walls, windows (when not damaged by fault of the unit owner) and roofs, (c) all walls and partitions segregating units from other units, interior load bearing walls; (d) driveways and walks to the front doors of units, and decks, porches, and patios that abut each unit; and (e) sidewalks, streets, and parking.
4. To reconstruct, repair, restore, or rebuild the regime property and of any units as applicable after casualty; construction of new improvements or alterations if approved; to make and amend regulations respecting the use and occupancy of the property in the Condominium Regime and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, Bylaws, and Resolutions of the members.
5. To enforce by legal means the provisions of the Horizontal Property Act, the Bylaws of the Association, Declaration, and the regulations for the use of the property in the Regime; and to take legal action in the name of the Association and on behalf of its members.
6. To contract for management of the Regime and to delegate to such manager any or all powers and duties of the Association except such as are specifically required by the Declaration, Bylaws or Resolutions of the members to have approval of the Board of Directors or the membership of the Association.
7. To employ, designate and discharge personnel to perform services required for proper operation of the Regime.
8. To carry insurance on the property committed to the Regime and insurance for the protection of unit owners, and occupants and the Association.
9. To pay the cost of all power, water, sewer, and other utility or other services rendered to the Regime and not billed directly to the owners of the individual units.
10. To conduct all votes or determinations of the members other than at a membership meeting.
11. To borrow money from any bank, lending institution or agency for the use and benefit of the Association and to secure the loan or loans by pledge of the assets of the Association, and from time to time to renew such loan and give additional security.

12. To do such other acts as are necessary and proper to affect the purpose of the Regime as stated in the Declaration and these Bylaws provided such acts are not otherwise prohibited.

V. OFFICERS

1. The officers of the Association shall be the President, who shall be a Director, a Vice President, who shall be a Director, and a Treasurer and Secretary which offices may be filled by one person, who need not be either a director or member. All such officers shall be elected annually by the Board of Directors and may be peremptorily removed and replaced by the vote of two-thirds of the Directors at any meeting. The initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the bylaws or by specific grant from the Board, but subject at all times to the provisions of the bylaws and to the control of the Board of Directors.

2. The President shall be the chief executive officer of the Association. He/She shall preside at all membership meetings and meetings of the Board of Directors and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Association and the Regime.

3. The Vice President shall preside over the membership meetings in the absence or disability of the President and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.

4. The Secretary and Treasurer, which may constitute one office, shall keep the minutes of all proceedings of membership meetings and Directors' meetings and shall have custody and control of the Minute Book of the Association and shall keep or be in charge and control of the records of the Association and additionally as Treasurer have control of the funds and other property of the Association and shall keep the financial books and records thereof.

5. The compensation of all officers and employees shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee, nor the contracting with a Director for management of the Regime.

6. Any instrument affecting an interest in real property may be executed by the President or Vice President and one other officer upon authorization of the Directors or in such manner as the Directors may otherwise direct.

VI. FISCAL MANAGEMENT

1. The Board of Directors shall adopt a budget for each fiscal year (which shall be the same as the Association's fiscal year for Income Tax purposes) which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the following accounting categories according to good accounting practices: Provided however, that the Initial Board of Directors shall be exempt from mandatory compliance to establish the following itemized funds but instead may employ similar methods as they shall determine to be reasonable and responsible to achieve similar results, until such time as the Initial Board of Directors is removed as provided herein.

(a) Current expenses which shall include all funds and expenditures to be made for the year for which the funds are budgeted, including a reasonable allowance for contingencies, and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement which shall include funds for repair or replacement required because of damage, destruction, depreciation, or obsolescence.

2. The Board of Directors shall assess against each unit and the owners thereof shall be liable for a share of the items in the budget adopted pursuant to Paragraph 1 equal to such unit's pro rata share of common expenses as set forth in the Declaration. Such share shall be assessed annually in advance for the fiscal year for which the budget was prepared and notice of such assessments shall be delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective unit owner or owners in (12) equal installments, each installment being due and payable the first day of each calendar month, which day falls within such fiscal year. In the event notice of such assessment is not timely given, the assessment will not change but the due date for each installment which would otherwise be due and payable less than thirty (30) days from the giving of such notice, shall be due and payable on the due date of the first installment which is due not less than thirty (30) days from the date of such notice was delivered. In the event the annual assessment proves to be insufficient, the budget and assessments, therefore, may be amended at any time by the Board of Directors. Such an amended budget may be adopted at a special directors' meeting upon an affirmative vote of a majority of the directors. The additional amount so budgeted shall be assessed to each unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year.

3. Assessments for common expenses for emergencies and extraordinary expenditures, which cannot be paid from the annual assessments for common expenses and maintenance funds, shall be made only after notice of the need thereof to the unit owners. The assessments shall become effective and shall be due in such manner as the Board of Directors may require after thirty (30) days' notice thereof after an affirmative vote of not less than a majority of those present and entitled to vote, in person or by proxy at a duly constituted owner's meeting.

4. If an owner shall be in default of a payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice

thereof to such owner, and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to such owner either personally or by registered or certified mail. Interest shall be computed and due on balances due under this paragraph but unpaid on such due date at the maximum rate of interest allowable by law from the date such balance becomes due and payable in accordance with the preceding sentence; such interest shall be in addition to any other payments for which said owner is liable.

5. The holder of a mortgage on any unit, upon its filing written request with the Association, shall be given written notice by the Association of the nonperformance of a mortgagor's obligations under these Bylaws, the Declaration or other condominium documents, which is not cured within thirty (30) days.

6. All sums assessed but unpaid, including but not limited to, interest with respect to a unit or against a unit owner shall constitute a lien on such unit prior to all other liens except:

- (a) Tax liens on the unit in favor of any assessing unit and special district, and
- (b) All sums unpaid on a first mortgage of record.

Said lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B.17 of the Code of Iowa, as amended, in which event the owner shall be required to pay a reasonable rental for the unit. In the event the Association forecloses on any lien, the owner, or owners, of such unit, by their membership in this Association, specifically waive any rights to delay or prevent foreclosure which he or they may have against the Association by reason of the Homestead Exemption. The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien which it holds.

7. If a mortgagee or purchaser of a unit obtains title as a result of foreclosure of a first mortgage, neither such mortgagee or purchaser or their successors or assigns, shall be liable for the assessments chargeable to such unit, due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all unit owners including the mortgagee or purchaser, and their successors and assigns. The owner of a unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments against the grantor or prior owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid, therefore. The grantee or other successor in interest of an individual subject to a levy of an assessment on account of default shall be liable for any such special assessment.

8. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited.

Withdrawal of money from the accounts shall only be by checks signed by such persons as are authorized by the Directors.

VII. AMENDMENTS

1. These bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a regular or special meeting of the members upon the affirmative vote of a majority of all votes entitled to be cast; provided, however, no amendment effecting a substantial change in these Bylaws shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing. However, any provision relating to the Initial Board of Directors or its management of the affairs of the Association may not be repealed, amended, or altered in any manner, except by Declarant.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, except if notice of the proposed amendment has been given, an amendment relative to the same subject may be adopted by those present, in person or by proxy and possessing the requisite percentage of membership and voting interests, provided further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed in Article II Section 3 of these Bylaws and shall be given to the persons described in Article II Section 4 and the holder of any first mortgage of record which has notified the Association of its interests not more than fifty (50) days nor less than thirty (30) days before the date such meeting will be held. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided in Section 499B.14 of the Code of Iowa, as amended, no modification nor amendment to these Bylaws shall be effective unless set forth in an amendment to the Declaration of Condominium, executed and recorded in the manner set forth in the Declaration and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law. Upon such recording, the said amendment shall be effective against all persons having an interest in a unit or the Regime regardless of whether said person had such interest at the time said amendment was adopted.

VIII. MISCELLANEOUS PROVISIONS

1. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions hereof.

2. The Association shall not have and employ a corporate seal.

3. The Board of Directors may require fidelity bonds from all directors, officers, or agents overseeing or responsible for Association funds and the expense of such bonds shall be a common expense of the Association.

4. The Association shall promulgate such Rules and Regulations as it deems to be in the best interest of all owners within the Regime. The initial Board of Directors shall adopt the initial Rules and Regulations which may be added to, amended, modified, or altered by the affirmative vote of the members representing a majority of the units' votes in the Association. Such Rules and Regulations, as amended, shall be binding upon all members, guests, and agents of members. An amendment to the Rules and Regulations shall not constitute an amendment to

the Declaration and shall be valid and enforceable upon adoption without recording the same as an amendment to the Declaration.

5. The Association shall at all times maintain separate and accurate written records of each unit and owner and the address of each, and set forth the status of all assessments, accounts, and funds pertinent to that unit and owner. Any person other than a unit owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

6. Each member shall have the obligations as such member as are imposed on him by the regime documents as an owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the regime property except as the same may attach only against his interest therein.

7. The Board of Directors may, in its discretion, issue written evidence of membership, but the same shall be evidence thereof only and in no manner shall be transferable or negotiable, and the share of the member in the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as appurtenant to such assignment, hypothecation or transfer of the unit.

8. No provision or restriction otherwise void by reason of application of the Rule Against Perpetuities or Section 558.68 of the Code of Iowa, as amended, shall continue for a period longer than the life of the last to survive of the owners or partners of the Declarant, and his children in being, at the time of the initial recording of the Declaration of Condominium and twenty-one years thereafter.

9. Each owner or lessee of his unit, as applicable, shall have a right to use and enjoy the common elements provided that such use shall be limited to the uses permitted by the Declaration of Condominium and other governing documents of the Regime.

10. No animals or reptiles of any kind shall be raised, bred, or kept in any unit or in the common elements, except that a unit owner shall be permitted to keep no more than one dog weighing no more than 60 lbs. and no more than one cat on the premises, provided that said animals are not kept, bred or maintained for any commercial purpose; and provided further that any such pet which in the opinion of the Board of Directors of the Association is causing or creating a nuisance shall be permanently removed from the property upon three (3) days written notice from the Board of Directors of the Association. Any person with the Regime keeping a pet shall immediately clean and remove any messes created or caused by said pet. Further, no unleashed pets whatsoever shall be allowed upon the limited or general common elements. This rule may not be altered, amended, or repealed, except by Declarant, until Declarant, Devmont Development L.L.C., has sold every unit of the Regime. After that time, this rule may be amended, altered, or repealed as any other matter to be considered by the Association.

IX. DEFINITIONS

Unless the context otherwise requires, the terms used herein shall have the meanings stated in the Horizontal Property Act, and as follows:

1. "Association" means all of the co-owners of the building.
2. "Common expenses" shall include:
 - (a) Expenses of administration, maintenance, operation, repair, or replacement of common elements, and the portions of units to be maintained by the Association.
 - (b) Expenses declared common expenses by the Declaration or these Bylaws.
 - (c) Any valid charge against the Regime as a whole.
3. "Deliver" means delivering in person, by First Class mail, telephone, or email.
4. "Person" shall include an individual, a corporation, or other legal entity or its representative.
5. "In Person" means physically present, or virtually and visibly in attendance, where permitted by law.
6. "Property" shall mean Lot 3, Devmont Estates, in accordance with the Plat thereof recorded in Book 50, at Page 19, in the records of the Johnson County Recorder's Office, containing 9.61 acres, and is subject to easements and restrictions of record.
7. "Owner" for purposes of these Bylaws shall mean any person who owns or holds for himself an interest in one or more units subject to the Regime provided that the holder of a leasehold interest in a unit shall not be an owner and further provided that the holder of an equitable interest shall be an owner.
8. Singular, plural and gender. Whenever the context so permits or requires the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.
9. "Unit" means each unit subjected to the Regime and consisting of one or more rooms intended for use as a residence.

The Board of Directors (Board) submits the amendment below to a vote of the Goose Lake Estates Homeowners Association members (Association members) for inclusion in the Goose Lake Estates governing documents.

Deck and Access Maintenance

- I. **Purpose:** The purpose of this amendment is to delegate the Board's powers and duties to contract for and make payment for the Maintenance of the Deck and Front Door Access to the unit owner(s) and provide assurance to the Association members that the required Maintenance is being performed. Approval of this amendment by a majority of the Association members does not affect any ownership interests in the Decks or Front Door Access. Approval of this amendment does not revoke the Board's power to Maintain the Deck and Front Door Access that the Board deems is not being performed by the unit owner(s).
- ii. **Definitions:** For the purposes of this amendment and its appendices only, the terms below shall have the following meanings:
 - A. **Maintenance** – "Maintenance" shall mean the maintenance, repair, and replacement of the decks attached to the back of a unit and the structure rising to a unit's front door, or the concrete access to a unit's front door. Maintenance shall include, but is not limited to, the painting and/or staining of decking and posts; the replacing of decking and posts; the leveling or rebuilding of decking attached to the front and/or back of a unit; and the leveling, resurfacing, and replacing of the sidewalk and concrete steps and/or stoeps leading to the front door of a unit. A sidewalk to the front door of a unit is deemed to begin at the concrete steps and/or stoep to the front door of a unit and end at the driveway. Decking leading to the front door of a unit is deemed to begin with the bottom of the structure rising to the front door. The concrete slab at the base of a deck is an extension of the driveway and is not a sidewalk.
 - B. **Deck** – "Deck" shall mean the wooden or composite structure attached to the back of a unit.
 - C. **Front Door Access** – "Front Door Access" shall mean the wooden or composite structure attached to the front of a unit and rising to the front door of a unit, or the concrete sidewalk, steps, and stoep leading to the front door of a unit.
 - D. **Policy** – "Policy" means the Deck and Front Door Access Maintenance Policy provided in Appendix A to this amendment.

III. **Ownership Interest:** The Deck and Front Door Access to each unit are common elements reserved for the exclusive use of the unit owner to which the common element is attached. The owner of the unit to which a common element(s) is attached does not own the common element(s) attached to his/her unit(s). Article II, Paragraph 1 of the Declaration provides that each unit owner has an undivided fractional interest in the common elements. The fractional interest of each unit owner in the common elements cannot be altered without the consent of all owners. Because all unit owners own a fractional interest in all of the Decks and Front Door Accesses, the adoption of this amendment by a majority of the Association members does not limit the Board's power to maintain the Decks and Front Door Access when the Board determines that these common elements are not being maintained by the unit owner(s).

IV. **Regime Property:** The design of the buildings and grounds, and the integrity and appearance of the regime as a whole are the common interests of all owners, and thus a general common element. To fulfill its duty to preserve the property value of the regime for all unit owners, the adoption of this amendment by a majority of the Association members does not limit the Board's power to maintain the Decks and Front Door Access when the Board determines that these common elements are not being maintained by the unit owner(s).

The individual unit owners and the Board shall have a concurrent responsibility to ensure the structural integrity and appearance of the Decks and Front Door Access. Maintenance that complies with the Policy may be initiated by the owner of the unit to which the Front Door Access or Deck is attached before the Board makes a maintenance demand. If maintenance is deemed by the Board to be required, the Board must make a maintenance demand of a unit owner and must ensure the maintenance demanded under the Policy is completed as provided in the Policy.

V. **Liability:** The adoption of this amendment by a majority of the Association members may not limit the liability of the Association or the Association members, individually, for injury or damage to property occurring on the regime property. Because the Decks and Front Door Access are common elements which all Association members have an ownership interest, a unit owner's individual insurance policy may not cover injury or damage to property occurring outside of the four outer walls of an Association member's unit(s). Therefore, the Board shall maintain liability insurance coverage on all common elements. Adoption of this amendment by a majority of the Association members does not exclude an Association member from an assessment necessary to satisfy a judgment resulting from an injury or damage to property occurring on the regime property.

VI. **Repeal:** Should this amendment be adopted by a majority of the Association members, it may be repealed by the Board or the Association members at any time. A repeal of this amendment does not entitle an Association member to reimbursement of any maintenance costs paid in compliance with this amendment.

- A. Repeal by the Board - The Board is responsible for the integrity and appearance of the regime property. Therefore, the Board reserves the right to repeal this amendment at its sole discretion upon a determination that the Policy is unmanageable and a majority vote of a quorum of the Board. Factors making the Policy unmanageable may include but are not limited to: (a) failure of the unit owners to satisfy their maintenance obligations under this amendment; (b) maintenance being performed without the Board's approval; and (c) failure of the unit owners to satisfy payment obligations imposed by the Board in administering the Policy.
 - B. Repeal by the Association Members – The Association members may repeal this amendment by submitting a petition supported in writing by a majority of the Association members as defined in the Declaration and Bylaws.
 - C. Reinstatement – If this amendment is repealed by a Board or the Association members, it may only be reinstated with an amendment that does not further restrict the Board's powers and obligations and is approved by a majority of the Association members.
- VII. Severability:** Should any provision or part of this Amendment is found to be invalid, illegal, or unenforceable, the remaining provisions shall not in any way affect or impair the validity of the remainder of the amendment.
- VIII. Adoption:** This amendment shall be effective upon the adoption of a majority of the Association members at an Annual or Special Members' Meeting and the filing of this amendment with the Declaration of Condominium and Bylaws as required by law.

Deck and Front Door Access Maintenance Policy

- I. **Determination of Maintenance to be Performed:** In preparation of the following year's budget and prior to the Annual Members' Meeting, the Board shall walk the property with a licensed contractor to inspect and assess the structural integrity of the regime property. The Board shall take note of Deck and Front Door Access conditions and classify any maintenance needs by (a) Maintenance required in the upcoming year and (b) Maintenance required in the following year.
- II. **Budgeting for Non-Compliance:** The Board shall include "Deck and Front Door Access Maintenance" as a line item in the annual budget. In preparing the upcoming year's budget, the Board shall estimate the cost of all Deck and Front Door Access Maintenance to be completed in the upcoming year and budget at least fifteen percent (15%) for any Maintenance required and completed by the Board due to a unit owner's non-compliance with this amendment. The Board may carry over any surplus budgeted under this Policy in the current year to offset the budgeted amount required for non-compliance in future years.
- III. **Approval of Maintenance to be Performed:** Before beginning any Maintenance under this policy, a unit owner must obtain written approval from the Board. Requests for approval must be in writing and provide a description of (a) the materials to be used; (b) any design changes; (c) the licensed and bonded contractor performing the Maintenance; and (d) copies of all required building permits. The Board shall publish guidelines regarding the materials and colors that may be used and may provide pre-approved designs. The use of a pre-approved design does not eliminate the obligation to obtain formal written approval from the Board before any Maintenance work begins. All Maintenance must be performed by a licensed and bonded contractor with the required building permits. Failure to obtain written approval of the Board before beginning Maintenance work under this Policy may result in a fine not to exceed one thousand dollars (\$1,000.00).
- IV. **Maintenance Demands:** The Board will make a due diligence effort to provide unit owners with advance notice of the Maintenance required under this Policy. At the Annual Members' Meeting, the Board shall provide a maintenance plan detailing the Maintenance required under this Policy in the upcoming year (Ex. 2024) and Maintenance required under this Policy in the following year (Ex. 2025). The maintenance plan shall be posted on the Association website with the minutes of the Annual Members' Meeting. The Board shall also notify the unit owners required to contract for Maintenance in the upcoming year by email and a posting on the front door of the unit(s) requiring maintenance.
 - A. Maintenance Required in the Upcoming Year: In order to ensure all Maintenance required in the upcoming year is performed by the end of that year, requests for approval to complete the Maintenance required under this Policy must be submitted to the Board by April 1st and the Maintenance required in the upcoming year must be completed by June 30th. Failure to perform the required maintenance in compliance

with this policy may result in a fine not to exceed one thousand dollars (\$1,000.00) and the Board must contract for the Maintenance required under the maintenance plan. The Board shall invoice the unit owner(s) for the cost of the Maintenance contracted for by the Board and paid by the Association. The invoice shall be due within thirty (30) days of issue and the failure of a unit owner(s) to pay the invoice may result in a lien being placed on the unit(s). If the cost of Maintenance under the maintenance plan cannot be recovered from the unit owner after their non-compliance with this Policy, the Board may request an assessment from all unit owners to pay the common expenses of the regime property.

- B. Maintenance Required in the Following Year: Approval to perform Maintenance required in the following year may be requested at any time in the upcoming year. At the conclusion of the upcoming year, Maintenance required in the following year that was not completed will become Maintenance required in the upcoming year.
 - C. Disclaimer: Although the Board shall make a due diligence effort to provide unit owners with advanced notice of Maintenance required under this Policy, exclusion of a unit from a maintenance plan provided to Association Members at an annual Members' Meeting does not guarantee that a Maintenance demand will not be made in the upcoming or following year as structural conditions change. A unit owner shall have ninety (90) days to obtain approval and complete Maintenance that was not deemed to be necessary when making the maintenance plan, but becomes required in the current year.
 - D. First Maintenance Plan: If the amendment implementing this Policy is approved by a majority of the Association Members at the 2023-2024 Annual Members' Meeting, then the Board shall post the 2024 maintenance plan on the Association website by April 30th, 2024, and unit owners with Maintenance required in 2024 will have ninety (90) days to obtain written approval to begin the Maintenance and complete the required Maintenance.
- V. **Reporting**: As provided in section IV, the Board shall provide a maintenance plan detailing the Maintenance required under this Policy in the upcoming year and the following year at the Annual Members' Meeting. At the Annual Members' Meeting, the Board shall also provide the Association members with a report containing all of the Maintenance required by the maintenance plan or demanded in the year ending and a certification that all of the Maintenance demanded or in the maintenance plan was performed in compliance with this Policy. The report shall include, but is not limited to, (a) address where the Maintenance was required; (b) the Maintenance required; (c) the date that approval to begin the Maintenance was provided; (4) the contractor performing the Maintenance; and (5) the Date the Maintenance was completed.