

2012 RULES AND REGULATIONS OF HOLIDAY LAKE

By Resolution of the Board of Directors for Holiday Lake Owners' Association

STATEMENT OF CHANGES & SELECT FORMS

The following document is a statement of changes and additions present in the 2012 Rules and Regulations when compared to the 2011 Rules and Regulations. Altered language is shown in italics. The fully integrated 2012 Rules and Regulations of Holiday Lake are available on line at www.holidaylakebrooklynia.com and are maintained at the Holiday Lake office.

Page 2 of 48, Division I(A) (new subsection) (Subsequent paragraphs of Division I are re-lettered.) – FALSIFICATION OF DOCUMENTS

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

This change is reflected in a modification of Form 1, Notification of Conveyance of Lot Owner's Title Interest or Change of Address.

Page 4 of 48, Division II(A)(1) – MAXIMUM WATERCRAFT LENGTH

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

These changes are reflected in a modification of Form 3, 2012 Land Craft and Watercraft Registration.

Page 6 of 48, Division II(C)(1)(c) – MOTOR VEHICLE STICKERS

- c. Motor Vehicles must display stickers on the lower driver's side windshield at all times during use on Lake Property. (Please peel off any visible old stickers.) *Proof of ownership, along with the year, make/model, license plate number for each Motor Vehicle, must be provided before a sticker will be issued. Acceptable proof of ownership is any of the following: copy of vehicle*

registration; copy of title; and copy of insurance binder with lot owner's name and each vehicle listed.

This change is reflected in a modification of Form 2, 2012 Motor Vehicle Registration Form.

Page 7 of 48, Division II(C)(2)(b)&(c) - LIABILITY INSURANCE FOR MOTORIZED RECREATIONAL VEHICLES

a. *To receive stickers, owner of Watercrafts, Land Crafts and Motor Vehicles must be a Lot Owner with all annual maintenance fees and all assessments paid in full.*

. . .

c. *In the case of motorized Watercraft or Land Craft, proof of liability insurance covering the motorized Watercraft or Land Craft for all operators. The following information is required as part of the proof of liability insurance for each Watercraft and Land Craft:*

- 1. Year*
- 2. Make & Model*
- 3. Expiration date of policy*
- 4. Lot owner's name as insured*

These changes are reflected in a modification of Form 2, 2012 Motor Vehicle Registration Form and Form 3, 2012 Land Craft and Watercraft Recreation Vehicle Registration

Page 8 of 48 2011 R&R, Division II(D)(9)—new subsection – COMPOST PILE

9. *Holiday Lake will provide a compost pile during the summer for use by Association members only. Unless otherwise designated by the Board of Directors, normal hours for the compost pile shall be from 9:00 am to 3:00 p.m. beginning on the last Saturday of April and ending on the last Saturday of October. Signs may be posted at the entrance to the compost pile, and any special instructions contained on those signs shall be observed. Only biodegradable materials (kitchen and yard waste) from an Association member's lot may be deposited at the compost pile location. Branches must be no larger than 3 inches in diameter by 4 feet long. Depositing any non-compliant materials at the compost pile location shall constitute a rule violation and be subject to a \$500 corporate assessment. The compost pile site will be monitored while open. When not open, the gate will be locked. Any use of the compost pile when the gate is locked shall constitute a rule violation and be subject to a \$500 corporate assessment.*

Page 8 of 48, Division II(D)(10)—new subsection - PORTABLE TOILETS

10. *A Lot Owner in good standing with the Association who owns an operating septic system or holding tank on Holiday Lake property may make application in advance using a form provided by Holiday Lake to obtain a permit to bring a self-contained portable toilet into the Holiday Lake Subdivision for the purposes of accommodating a large gathering. The portable toilet may only be placed on the lot having the working septic system or an adjoining lot also owned by the same lot owner. No portable toilet may be within the Holiday Lake Subdivision for*

longer than one week. A Lot Owner in good standing with the Association may make application in advance using a form provided by Holiday Lake to obtain a permit to bring a self-contained portable toilet at Powell Park for the purposes of accommodating a large gathering for a duration not to exceed 3 days.

This new subsection is the basis for new Form 10 – Lot Owner’s Application for Use of Portable Toilet.

Page 8 of 48, Division II(D)(11)—new subsection – COMMON AREAS

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

- a. The common areas of the Holiday Lake include the roads, the beach, the boat docks, parking lots, Holiday Lake, Andy’s Lake, Bozo Lake, the parks, and the compost pile.*
- b. While common areas are used by all, and all must respect the rights of others, as well as the posted hours.*
- c. Boaters must be observant of swimmers in the water; they have control of a motorized vehicle.*
- d. Anglers and boaters must respect lot owners getting boats out of lifts. Both need to stay alert to others using the waters.*
- e. Those using the roads need to be courteous and observe basic rules of the road.*
- f. When using the beach and restrooms, when putting in boats at the docks, when using the compost pile, and when using all other common areas, everyone must observe the rules and respect those areas so that others can also use them.*

Page 9 of 48, Division II(F)(1) - WEST RYAN CAMPGROUND

1. Camping in the Holiday Lake Subdivision is allowed only in West Ryan Park from Memorial Day to Labor Day. The length of a camping stay is limited to fourteen days. Campers must then vacate the campground and may not return to the same campground for three nights.

Page 16 of 48, Division III(D)(Docks) - DOCKS & BOAT LIFTS (revised & reorganized)

Docks & Boat Lifts

- 1. The maximum length for docks and boat lifts shall not exceed 30 feet from the shoreline to the end of the dock or boat lift, except that docks and boat lifts exceeding this length and already in existence as of February 9, 2012, are permitted to continue until such time when they undergo a total renovation, when they must come into compliance with the length restriction stated herein.*
- 2. Nothing shall extend from the dock or boat lift into the water beyond the maximum 30 foot length permitted for a dock or boat lift, which means that a watercraft moored to the dock or boat lift may not project past the dock or boat lift so as to exceed the maximum dock length.*
- 3. Docks and boat lifts must sit within the extended line of the property lines of the Lot*

- Owner's lot.*
4. *Docks and boat lifts may not cover more than 1/3 of the width of a cove. A clear waterway of at least a 12-foot width must be maintained between the docks and boat lifts for boats to enter and exit a cove.*
 5. *Docks are not to be used to store fuel or other hazardous chemicals. Precautions as must be taken to prevent these hazards from entering the lake water. The adequacy of the precautions will be determined by the Building Committee.*
 6. ***Any major renovation or building of a new dock or boat lift requires that the Lot Owner FIRST contact the Holiday Lake Office to submit plans and obtain a building permit.***
 - a. *Plans shall show dimensions, materials, and placement on lot to the satisfaction of the Building Committee.*
 - b. ***NO CONSTRUCTION OR RENOVATION SHALL OCCUR WITHOUT A PREVIOUSLY ISSUED BUILDING PERMIT.***
 - c. *Failure to obtain a building permit prior to commencing construction will result in a corporate assessment of \$250.00.*



2012 RULES AND REGULATIONS OF HOLIDAY LAKE

DIVISION V FORMS

1. Notification of Conveyance of Interest of Lot Owner's Title Interest or Change of Address – revised in 2012
2. 2012 Motor Vehicle Registration – revised in 2012
3. 2012 Land Craft and Watercraft Recreation Vehicle Registration – revised in 2012
4. 2012 Ice Fishing Registration – revised in 2012
5. Holiday Lake Powell Park Shelter Reservation / Rental Agreement – revised in 2012
6. Holiday Lake Community Center Reservation / Rental Agreement – revised in 2012
7. Building Permit Application Cover Sheet – not modified in 2012
8. Lot Owner's Application for Maintenance Assistance – not modified in 2012
9. Designation of Voting Rights – not modified in 2012
10. Lot Owner's Application for Use of Portable Toilet – new in 2012
11. Road Weight Restrictions – Sign-In Sheet – new in 2012

Only Forms 2 & 3 are attached. Other forms are available on line or at the Holiday Lake Office.

Form 1 (revised 2012)

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

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

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

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

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

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

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

Description of transferred property situated at Holiday Lake:

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

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

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

Dated: _____

Lot Owner (transferee/buyer/new owner)

Lot Owner (transferee/buyer/new owner)

Phone number(s) _____

Phone number(s) _____

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

Form 2 (revised 2012)

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

2012 MOTOR VEHICLE REGISTRATION FORM

MOTOR VEHICLE STICKERS will only be issued for Motor Vehicles registered to current lot owners in good standing. ALL MOTOR VEHICLE STICKERS MUST BE VISIBLE AT ALL TIMES. Display the square Motor Vehicle sticker on lower driver's side windshield.

Upon receipt of your filled out Motor Vehicle Registration Form **AND PROOF OF OWNERSHIP IN LOT OWNER'S NAME FOR ALL MOTOR VEHICLES TO BE REGISTERED** (*new requirement in 2012*), your registered numbered stickers will be mailed to you or you may stop in the office during normal business hours to take care of this. Note that only lot owners with all annual maintenance fees and all assessments paid in full are eligible to receive stickers.

Please provide the year, make/model, license plate number for each Motor Vehicle. Also send proof of ownership for each Motor Vehicle to be registered. Acceptable proof is any of the following: copy of Vehicle Registration; copy of Title; and copy of Insurance binder with lot owners name and each vehicle listed.

	Year	Make/Model	License Plate Number
1.	_____		
2.	_____		
3.	_____		
4.	_____		

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

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

Lot/Motor Vehicle Owner Name (Please Print) _____

Date: _____ Unit No. _____ Lot No. _____

Signature: _____

Form 3 (revised 2012)

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

2012 LAND CRAFT AND WATERCRAFT REGISTRATION FORM

LAND CRAFT AND WATERCRAFT STICKERS will only be issued for Land Craft and Watercraft owned by current lot owners in good standing. The annual Registration Fee for Land Craft and Watercraft (as defined below) is \$15.00 per craft per year and is due April 1 of each year. **Stickers must be applied on all Land Craft and Watercraft no later than May 1.** Watercraft must display stickers on both sides of the Watercraft. Stickers must be permanently applied prior to launch of watercraft on the lakes of Holiday Lake Subdivision by May 1. Land Craft must display stickers on two sides of vehicle (front and back or two sides) and must be permanently applied prior to use on Lake Property by May 1. **(Please peel off any visible old stickers.)**

Only registered Watercrafts displaying current and correct Holiday Lake Stickers are permitted on the lakes of Holiday Lake Subdivision, and only registered Land Crafts displaying current and correct Holiday Lake Stickers are permitted in the Holiday Lake Subdivision, including without limitation its roads and commons. **NO guest Watercrafts or guest Land Crafts are allowed.** Only **TWO** motorized Watercraft per Lot Owner are permitted on the lake at anytime.

Upon receipt of a Lot Owner's **filled out** registration form and compliance with all registration requirements, stickers will be mailed to you or you may stop at the Lake Office and take care of this. A \$30.00 service fee will be charged for returned checks. Registration requirements:

- a. Owner of craft must be a Lot Owner with all annual maintenance fees and all assessments paid in full to receive stickers.
- b. Completion of this form.
- c. Proof of liability insurance covering all motorized Land Craft and Watercraft for all operators, including the Year, Make, Model, Expiration date of policy and Lot Owner's name as insured. All information must match information provided herein.
- d. Payment of a \$15 user fee per Watercraft and per Land Craft per year. Please make the checks payable to Holiday Lake Owners' Association, Inc. (101 Buena Vista Drive, Brooklyn, IA 52211)

Land craft – All motorized vehicles other than passenger cars, trucks, motor homes, street-legal motorcycles, and construction and maintenance vehicles, including without limitation, nonstreet-legal motorcycles, mopeds, mini bikes, ATV's (3 & 4) wheelers, snowmobiles, golf carts and go-carts. All Land Craft must have an **orange safety flag** mounted on the craft, which extends not less than one foot above the highest point of the vehicle, including person(s) in or on the craft. The size of the flag must be a minimum of 40 square inches. The **minimum age** for operating Land Craft anywhere within the Holiday Lake Subdivision, including without limitation the roads and commons, shall be **fourteen (14) years of age**, unless a higher age is required by law or recommended by the manufacturer of the Land Craft.

Watercraft – All powered or non-powered vessels, ships, boats, canoes, sailboats, rowboats, trolling boats, pontoon boats, paddle boats, kayaks, jet skis, wind surfers or other devices for water transport. Watercraft does not include skis or surfboards. **Persons under 12 years of age** may operate a vessel propelled by a motor of more than 10 horsepower, including a personal watercraft, **only if** they are accompanied on board by a responsible person who is at least 18 years old and experienced in operating the vessel. **Persons 12 years of age or older but younger than 18 years of age** may operate a vessel propelled by a motor of more than 10 horsepower, including a personal watercraft, **only if** he or she has successfully completed a boater education course approved by the Iowa Department of Natural Resources or is accompanied on board by a responsible person who is at least 18 years old and experienced in operating the vessel. Persons required to have successfully completed a boater education course must provide a copy to the Association at its Lake Office and carry their boater education certificate on board so it is available upon request by Association staff. When a person has fallen off any object or device that is being towed or ridden

on they must hold one ski up or one arm up so that Watercraft can see them, and the spotter must hold up an **ORANGE FLAG AND WAVE IT**. The size of the orange flag must be a minimum of 40 square inches.

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

RED FLAG: on the dam or north or south boat ramps means NO WAKE due to high water.

YELLOW FLAG: on the dam, or north or south boat ramps means Holiday Lake is experiencing high levels of Bacteria. Holiday Lake recommends not engaging in water activities.

RECREATIONAL VEHICLE REGISTRATION PLEASE FILL OUT IN FULL

Water Craft – (Year, Make, Model, Color)	Land Craft – (Year, Make, Model, Color)
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____
6. _____	6. _____

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

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

Lot/Craft Owner Name (Please Print) _____

Date _____

Unit No. _____

Lot No. _____

Signature: _____

Form 4 (revised 2012)

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

2012 ICE FISHING REGISTRATION (valid until summer 2013)

Ice fishing is only permitted by Lot Owners and their guests accompanying them. Before ice fishing, a Lot Owner must first secure a \$15 permit at the Lake Office during normal business hours and attach it to a five gallon bucket. The bucket must be kept beside them when ice fishing.

WAIVER OF LIABILITY and AGREEMENT AS TO INDEMNIFICATION & ASSESSMENTS: I **waive liability**, absolving the Holiday Lake Owners' Association, Inc.; its board, employees and members; and their families and heirs (Absolved Individuals), of any demand, claims, actions, causes of action, losses, damages, liabilities, liens, judgments, costs and expenses of every type and nature (including, without limitation, reasonable attorneys' fees and expert witness fees actually incurred or to be incurred (collectively, "Claims")) arising from or caused by my ice fishing activity on the lakes of Holiday Lake Subdivision. **In addition**, I agree to **hold the Absolved Individuals free from and to compensate them fully for any Claim** relating in any way to my ice fishing activity on the lakes of Holiday Lake Subdivision. **In addition**, I agree to be **financially responsible for any and all assessments** incurred by any rule violations related to my ice fishing activity on the lakes of Holiday Lake Subdivision.

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

Name (Please Print) _____

Date _____

Unit No. _____

Lot No. _____

Signature: _____

Form 5 (revised 2012)

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

**HOLIDAY LAKE POWELL PARK SHELTER
RESERVATION / RENTAL AGREEMENT**

Rental Date(s): _____ Name: _____

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

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

The Association and the Renter named above agree as follows:

DEPOSIT AND RENTAL FEES

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

A rental fee of \$50.00 is due at the time of booking for each rental date reserved. The rental fee is non-refundable.

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

DECORATIONS

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

ALCOHOL USE

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

PICNIC TABLES

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

GRILL USE

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

TRASH AND DEBRIS

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

PROHIBITED EVENTS AND ACTIVITIES

No reservations can be made for those who would not normally be permitted to rent the facility and will only be rented to association members who are in good standing and in compliance with all lake policies and procedures.

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

VEHICLE UNLOADING AND LOADING

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

DEPOSIT

The deposit is given to reserve the date and to assure that the facility is left in the same condition as when possession was taken. If, within the sole judgment of the Association or those acting under its authority, the facility was not left in the condition it was in prior to use, or if additional cleaning, repairs or other damages has occurred, the deposit may be retained in full or in part. This paragraph in no way limits the responsibility of the Renter for any damages to the facility. Cleanup costs shall be billed at the rate of \$10 per hour, per custodian, and shall be deducted from the deposit. If cost of cleanup exceeds the deposit, Renter will be billed for the excess. Prior failure to leave the facility clean or if damages occur may result in the Association's refusal to rent to the same persons or group in the future.

CONDITION AND DAMAGES

Renter agrees to leave the facility in the same condition as before the Renter's use and to follow the specific clean-up guidelines; meaning that picnic tables will be wiped and returned to their proper place, the counter wiped and all trash will be removed from the facility. Damages incurred during the time the Renter is utilizing the facility, the Renter shall be fully responsible for 100% of the cost of repair, replacement, or whatever remedies may be necessary to return the facility to the condition it was in prior to Renter's use. The charge for removing gum from the floor, picnic tables or counter will be \$25 per occurrence. Renter will be billed as soon as practical for any such amounts in excess of the deposit, and if amounts remain unpaid over 30 days, Renter shall not be allowed to rent the facility again until such amounts are paid. The Association may proceed in small claims court or the Iowa District Court seeking appropriate damages.

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

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

Name of Renter _____

Contact Person _____
E-mail _____

Phone (Day) _____ (Evening) _____
(Cell) _____

Address _____

Type of Activity _____

Approximate Attendance _____

Deposit Amount Due _____ Date Deposit Paid _____
☐ Cash ☐ Check # _____

Deposit Amount Refunded _____ Date Refunded _____
☐ Check # _____

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

If damages billed in excess of deposit, _____

Amount Billed _____ Date Billed _____
Date Damages Paid _____ ☐ Cash ☐ Check # _____
Rental Amount Due _____ Date Rental Paid _____
☐ Cash ☐ Check # _____

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

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

Signed _____ Date _____
Renter / Responsible Party

Signed _____ Date _____
Holiday Lake Owners' Association, Inc. Representative

Form 6 (revised 2012)

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

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

Rental Date(s): _____ Name: _____

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

The Holiday Lake Community Center (Community Center), owned by Holiday Lake Owners' Association, Inc., (Association) is located on Lot A in Unit 6 of the Holiday Lake Subdivision. The facility was completed in 2008 and has meeting/conference space to accommodate over 250 people and also has a full kitchen. It is appropriate for wedding receptions, family gatherings, conferences, and civic group meetings. **The Community Center is available for rent only by Holiday Lake lot owners who are in good standing with all required fees paid to current date (Renter).** The facility should be reserved in advance and is booked on a first come, first serve basis. Reservations can be made by contacting the Association located at 101 Buena Vista Drive, Brooklyn IA 52211; the telephone number is (641) 522-7686. **All Reservation / Rental Agreements will be reviewed and approved by the Holiday Lake Community Center Management Committee.**

The Association and the Renter named above agree as follows:

DEPOSIT AND RENTAL FEES

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

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

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

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

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

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

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

Payment of the rental amount entitles the Renter to use the facility until midnight the day of the reservation. **The Renter must be present during the entire event.** Any music and/or sound system must be turned off by midnight. Renters are

expected to be considerate of neighboring Holiday Lake property owners. The facility must be cleaned up and vacated by 1:00 a.m.

DECORATIONS

Renter will be limited to free standing floor display and table decorations only. **No decoration shall be attached to the ceiling or walls, windows, doors, or to the exterior of the building.** This means no tape, Tacky, pins, thumbtacks or nails are permitted. **No table “sprinkles”, confetti, rice, birdseed, or like decorations are allowed to be used in the facility or on the premises.** Renter may decorate the night before, if facility is available, but this is not guaranteed. Renter shall remove all decorations by midnight of the day of the reservation.

ALCOHOL USE

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

GRILL USE

Grills may not be used within the facility. Grills must be used on the BBQ Patio located on the backside of the facility.

NO SMOKING FACILITY

The Community Center is a completely non smoking facility. Those wishing to smoke will find an exterior ashtray available outside the facility. No smoking is allowed at any other location around the exterior of the Community Center.

TABLES AND CHAIRS

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

KITCHEN

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

PROHIBITED EVENTS AND ACTIVITIES

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

No overnight usage of the facility is permitted.

TRASH AND DEBRIS

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

DEPOSIT

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

CONDITION AND DAMAGES

Renter agrees to leave the facility in the same condition as before the Renter's use and to follow the specific clean-up guidelines, meaning a) tables and chairs will be wiped down; (b) all floors will be swept and mopped; (c) tables, chairs and equipment will be returned to their proper places and (d) all trash will be removed from the facility. All kitchen utensils, dishes and equipment must be cleaned and returned to their original location in the kitchen, if applicable. Each cupboard is labeled for this purpose. If any kitchen utensils, dishes or equipment are not replaced accordingly, an amount will be deducted from the deposit equivalent to the amount of time it takes the custodian to return the items at the rate of \$25 per hour. Damages incurred during the time the Renter is utilizing the facility, the Renter shall be fully responsible for 100% of the cost of repair, replacement, or whatever remedies may be necessary to return the facility to the condition it was in prior to Renter's use. The charge for removing gum from flooring or tables will be \$25 per occurrence. Renter will be billed as soon as practical for any such amounts in excess of the deposit, and if amounts remain unpaid over 30 days, Renter shall not be allowed to rent the facility again until such amounts are paid. The Association may proceed in small claims court or the Iowa District Court seeking appropriate damages.

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

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

Name of Renter _____

Contact Person _____ E-mail _____

Phone (Day) _____ (Evening) _____
(Cell) _____

Address _____

Type of Activity _____

***Cleaning service** ☐ Yes ☐ No

**This fee will be deducted from deposit. If cost exceeds deposit, renter will be billed excess.*

Room (s) Reserved _____ Approximate Attendance _____

Deposit Amount Due _____ Date Deposit Paid _____
☐ Cash ☐ Check # _____

Deposit Amount Refunded _____ Date Refunded _____

☐ Check # _____

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

If damages billed in excess of deposit, _____

Amount Billed _____ Date Billed _____

Date Damages Paid _____ ☐ Cash ☐ Check # _____

Rental Amount Due _____ Date Rental Paid _____
☐ Cash ☐ Check # _____

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

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

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

Name of liability insurance company _____ & policy # _____.

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

Signed _____ Date _____
Renter / Responsible Party

Signed _____ Date _____
Holiday Lake Owners' Association, Inc. Representative

Form 7 (2012)

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

Building Permit Application Cover Sheet to Accompany Required Material

Lot Owner Name: _____ Phone Number: _____

Unit: _____ Lot Number: _____

Date Approved by Building Committee: _____

Building Committee Approval Number: _____

Building Committee Member Signatures: _____

Construction Site Maintenance

1. Trucks or trailers shall not be parked overnight on Holiday Lake Subdivision roads or right-of-ways or common access areas.
2. A dumpster or barrels for refuse and building materials are required on the site to be used by the construction crew to eliminate an unsightly accumulation and/or scattering of debris in the Holiday Lake Subdivision.
3. The Board of Directors may seek assistance in the form of injunctive relief from the Iowa District Court of Poweshiek County to halt construction if any Building Regulation has been violated.
4. When building on your property or landscaping you must notify your contractor or supplier of materials if the road is blocked for loading or unloading of equipment or supplies, and during such unloading the contractor or supplier of materials must have barricades or flags in place (both directions) warning with sufficient distance from the unloading site that there is construction ahead.
5. The property owners are responsible for cleaning up any debris, trash, mud and dirt on Holiday Lake Subdivision roadways caused during the normal construction by any machinery and vehicles, including large trucks. Debris, trash, mud and dirt not removed by the property owners will be removed by the Association at the property owner's expense.
6. Between sunset and sunrise all equipment, supplies, etc. must be removed from the roadway.
7. Lot owners are responsible for making sure the road is restored in to its original condition if the road is damaged in any way. This restoration requires the use of rock or seal coating if necessary. Failure to comply with the above will result in the lot owner being assessed with a Corporate Assessment including the cost of restoration of the roadbed due to damage incurred as a result of construction.

Form 8 (2012)

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

Lot Owner's Application for Maintenance Assistance

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

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

Signature _____ Printed _____
Lot Owner

Association Use Only

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

Holiday Lake Owners' Association, Inc.

By: _____

Form 9 (2012)

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

DESIGNATION OF VOTING RIGHTS

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

**FOR CORPORATIONS, PARTNERSHIPS AND ANY OTHER ASSOCIATION OF
INDIVIDUALS**

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

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

Signature of officer of Entity _____

Printed name of officer of Entity _____

Title of officer of Entity _____

FOR TENANTS IN COMMON

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

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

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

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

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

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

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

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

Form 10 (new in 2012)

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

LOT OWNER'S APPLICATION FOR USE OF PORTABLE TOILET

Lot Owner Name: _____ Phone Number: _____

Unit: _____ Lot Number: _____

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

Lot owner agrees that:

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

Nature of special event: _____ Date of Event: _____

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

Approximate Attendance: _____

Date Portable Toilet will be delivered: _____

Date Portable Toilet will be picked up: _____

The Company contracted to deliver the portable toilet:

Name: _____ Phone _____

Signature of Lot Owner

Date

Association Use Only

Date of Receipt of Application _____ Received by _____

Approved on _____ by _____