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NONPROFIT BYLAWS
OF
LAZY DAZ RANCH PROPERTY OWNERS' ASSOCIATION
AMENDED AND RESTATED APRIL 2026

Prepared by:

Michelle Corben, Secretary/Treasurer

Lazy Daz Ranch Property Owners Association

Under the direction and authority of the Board of Directors

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BOARD OF DIRECTORS

Andrew Brinker — President

Mike Pollard — Chairman of the Board

Robert Oltrogge — Director

Charles V. Clark — Director

Celeste Tilton — Director

Taurie Curry — Director

Taxpayer Mailing address

Association of Lazy Daz Ranch

5245 4th st

Melrose, Iowa 52569

NONPROFIT BYLAWS

OF

LAZY DAZ RANCH PROPERTY OWNERS' ASSOCIATION

These Amended and Restated Bylaws are adopted for the governance of **Lazy Daz Ranch Property Owners Association**, an Iowa nonprofit corporation, and shall supersede all prior bylaws, rules, or governance provisions to the extent inconsistent herewith.

ARTICLE I

NAME, PRINCIPAL OFFICE, AND PURPOSE

Section 1.1. Name.

The name of the corporation is **Lazy Daz Ranch Property Owners Association** (the "Association").

Section 1.2. Principal Office.

The principal office of the Association shall be located in Monroe County, Iowa, or at such other location within the State of Iowa as the Board of Directors may designate from time to time.

Section 1.3. Corporate Status.

The Association shall exist as an Iowa nonprofit corporation and shall be governed by its Articles of Incorporation, these Bylaws, and applicable Iowa law.

Section 1.4. Purpose.

The Association is organized and shall be operated for the purpose of promoting the health, safety, welfare, maintenance, preservation, and orderly governance of the Lazy Daz Ranch community and its common interests, including but not limited to:

- (a) administering and enforcing the governing documents of the Association;
- (b) maintaining, repairing, regulating, and preserving the Common Areas and Association property;
- (c) levying and collecting assessments lawfully imposed upon Members;
- (d) adopting and enforcing reasonable rules and regulations concerning the use of Lots, Common Areas, and Association facilities; and
- (e) taking all lawful actions necessary or appropriate to preserve property values, community standards, and the quiet enjoyment of the community by its members.

Section 1.5. Governing Documents.

In the event of any conflict among the governing documents, the following order of priority shall apply:

- (a) applicable law;
- (b) the Articles of Incorporation;
- (c) these Bylaws; and
- (d) duly adopted Rules and Regulations of the Association.

ARTICLE II

DEFINITIONS

For purposes of these Bylaws, the following terms shall have the meanings set forth below:

Section 2.1. Association.

“Association” means Lazy Daz Ranch Property Owners Association, an Iowa nonprofit corporation, together with its successors and assigns.

Section 2.2. Board.

“Board” or “Board of Directors” means the duly elected or appointed governing body of the Association.

Section 2.3. Common Area.

“Common Area” means all real property, easements, improvements, facilities, and other property interests owned, controlled, maintained, or administered by the Association for the common use, benefit, or enjoyment of the Members, as may now exist or hereafter be acquired.

Section 2.4. Lot.

“Lot” means any parcel, tract, or platted lot within the community that is subject to the authority of the Association, excluding Common Area unless expressly designated otherwise for administrative or identification purposes only.

Section 2.5. Additional Lot.

“Additional Lot” means any Lot, other than the primary Lot of a Member, owned by the same Owner or Owners, whether improved or unimproved, and subject to such assessment structure as may be established in the governing documents.

Section 2.6. Unimproved Lot.

“Unimproved Lot” means a Lot that does not contain a dwelling, seasonal dwelling, permanent residential structure, or other habitable improvement as determined by the Board in good faith.

Section 2.7. Owner.

“Owner” means the record owner, whether one or more persons or entities, of legal or equitable title to a Lot, including a recorded contract purchaser, but excluding any person or entity holding an interest solely as security for the performance of an obligation.

Section 2.8. Member.

“Member” means any Owner who holds membership rights in the Association by virtue of ownership of a Lot subject to assessment by the Association

Section 2.9. Governing Documents.

“Governing Documents” means the Articles of Incorporation, these Bylaws, the Rules and Regulations, and all duly adopted resolutions, policies, standards, and enforcement procedures of the Association.

Section 2.10. Short-Term Rental.

“Short-Term Rental” means the lease, license, rental, occupancy, or other grant of possession or use of any Lot or dwelling unit for lodging, vacation, transient, or similar purposes for a period of less than the minimum period established by the Association, whether or not advertised through Airbnb, VRBO, or any similar platform.

I’m defining this here because your current Rules mention Airbnb-style use, but the restriction needs stronger bylaw support to be enforceable.

ARTICLE III

MEMBERSHIP

Section 3.1. Membership Appurtenant to Ownership.

Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. Every Owner of a Lot subject to assessment by the Association shall automatically be a Member of the Association for so long as such ownership continues.

Section 3.2. One Membership Per Lot.

There shall be no more than one membership appurtenant to each Lot. Where more than one person or entity holds an ownership interest in a Lot, all such persons shall collectively constitute the Member for that Lot, but the Lot shall be entitled to only one membership and one vote, unless otherwise expressly provided in these Bylaws.

Section 3.3. Ownership by Entity.

If a corporation, limited liability company, partnership, trust, or other legal entity owns a Lot, that entity shall designate in writing one natural person authorized to act on its behalf for membership, voting, notice, and related Association matters. The Board may require reasonable documentation confirming the authority and good standing of the entity.

Section 3.4. Transfer of Membership.

Membership shall transfer automatically upon transfer of ownership of the applicable Lot. The transferring Owner shall remain responsible for all assessments, charges, fines, or other obligations accruing prior to the date the transfer becomes effective on the Association's books, unless otherwise determined by law or written agreement accepted by the Association.

Section 3.5. Good Standing.

A Member shall be deemed in good standing only if all assessments, charges, fines, and other sums properly due to the Association have been paid when due and the Member is otherwise in compliance with the Governing Documents.

Section 3.6. Suspension of Privileges.

To the extent permitted by law and after notice and an opportunity to be heard, the Board may suspend a member's voting privileges, use privileges, or other rights in the Common Area for:

(a) nonpayment of assessments, fees, charges, or fines;

(b) violation of these Bylaws, the Rules and Regulations, or other Governing Documents; or

(c) conduct that materially interferes with the use, enjoyment, safety, or welfare of the community.

Any suspension shall be imposed in a reasonable and uniform manner and shall not relieve the Member of any continuing financial obligation to the Association.

Section 3.7. Duty to Update Ownership and Contact Information.

Each Owner shall promptly provide the Association with current mailing information, telephone number, and, if available, email address, together with written notice of any transfer, sale, inheritance, contract purchase, or other change affecting title to a Lot.

Section 3.8. Sale or Transfer Disclosure.

Upon the sale or transfer of any Lot, the selling Owner shall disclose to the purchaser the existence of the Association, the applicability of the Governing Documents, and the obligation to comply with all assessments, restrictions, rules, and lawful requirements of the Association. This rewrite improves the current sale-of-property language in the bylaws, which now mixes disclosure language with a sex-offender registry website reference.

Section 3.9. Owner Responsibility for Occupants and Guests.

Each Owner shall be responsible for the conduct of the Owner's family members, tenants, occupants, guests, invitees, and any other persons present on the Lot or using Association property through the Owner's permission or authority. Any violation by such persons may be treated as a violation by the Owner.

ARTICLE IV

PROPERTY USE, COMMON AREA RIGHTS, AND GENERAL OWNER OBLIGATIONS

Section 4.1. Right of Enjoyment.

Subject to the Governing Documents and any lawful restrictions adopted by the Association, each Member shall have a nonexclusive right to use and enjoy the Common Area and Association facilities.

Section 4.2. Delegation of Use Rights.

A Member may delegate use rights in the Common Area to members of the Member's household and to lawful occupants of the Lot, subject to the Governing Documents and any restrictions imposed by the Board. Such delegated use rights shall remain subject to suspension on the same basis as the rights of the Member.

Section 4.3. Guest Use.

Guests of Members and lawful occupants may use the Common Area only in accordance with the Governing Documents and only so long as such use does not unreasonably interfere with the rights, safety, or quiet enjoyment of other Members.

Section 4.4. Maintenance of Lots.

Each Owner shall maintain the Owner's Lot in a clean, sanitary, and safe condition and shall keep the Lot free from trash, debris, nuisance conditions, and improperly stored inoperable vehicles, equipment, or appliances.

Section 4.5. Compliance With Rules and Restrictions.

All Owners, occupants, tenants, and guests shall comply with these Bylaws, the Rules and Regulations, and all lawful policies, standards, and decisions of the Board.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1. Authority and Powers.

The affairs of the Association shall be governed and managed by the **Board of Directors** (the “Board”), which shall have all powers necessary to administer the Association in accordance with the Governing Documents and applicable law, except those powers expressly reserved to the Members.

Section 5.2. Number and Qualification.

The Board shall consist of **five (5) Directors**, each of whom must be a Member in good standing and a record Owner of a Lot within the Association.

Section 5.3. Term of Office.

Directors shall serve **staggered terms** to ensure continuity of governance:

- Three (3) Directors shall serve terms of **three (3) years**, and
- Two (2) Directors shall serve terms of **two (2) years**,

or such staggered structure as the Board may establish consistent with these Bylaws. Directors shall hold office until their successors are duly elected and qualified.

Section 5.4. Election of Directors.

Directors shall be elected by the Members at the annual (September) meeting by a **majority vote of Members present and entitled to vote**, conducted by secret ballot unless otherwise permitted by law.

Section 5.5. Removal of Directors.

Any Director may be removed, with or without cause, by a majority vote of the Members at a duly called meeting, provided that notice of such proposed removal is included in the meeting notice.

Section 5.6. Vacancies.

Any vacancy on the Board arising from death, resignation, removal, or disqualification shall be filled by a majority vote of the remaining Directors or by the Members, as determined by the Board. The replacement Director shall serve for the remainder of the unexpired term.

Section 5.7. Resignation.

Any Director may resign at any time by providing written notice to the Board. Such resignation shall be effective upon receipt unless a later effective date is specified.

Section 5.8. Compensation.

Directors shall serve without compensation, except that the Association may reimburse reasonable expenses incurred in the performance of official duties, as approved by the Board.

Section 5.9. Standard of Care.

Each Director shall perform duties in good faith, in a manner reasonably believed to be in the best interests of the Association, and with such care as an ordinarily prudent person in a like position would exercise under similar circumstances.

ARTICLE VI

OFFICERS

Section 6.1. Officers.

The officers of the Association shall include:

- President
- Chairperson of the Board (if designated)
- Secretary
- Treasurer

The Board may establish additional officer positions as deemed necessary.

Section 6.2. Election and Term.

Officers shall be elected by the Board at the first Board meeting following the annual meeting of Members and shall serve for a term of **one (1) year**, or until their successors are duly elected.

Section 6.3. Removal.

Any officer may be removed, with or without cause, by the Board whenever, in its judgment, the best interests of the Association would be served.

Section 6.4. Duties of Officers.

(a) President

The President shall:

- Preside over Board meetings;
- Execute Board decisions;
- Act as the chief executive officer of the Association;
- Ensure compliance with the Governing Documents.

(b) Chairperson of the Board

If appointed, the Chairperson shall:

- Act in place of the President when necessary;
- Execute documents on behalf of the Association as authorized by the Board.

(c) Secretary

The Secretary shall:

- Maintain official records and minutes;
- Provide notice of meetings;
- Maintain membership records.

(d) Treasurer

The Treasurer shall:

- Manage Association funds;
- Maintain financial records;
- Prepare budgets and financial reports;
- Ensure proper handling of assessments and expenditures.

Section 6.5. Multiple Offices.

The offices of Secretary and Treasurer may be held by the same person, but no individual shall hold more than one of the remaining offices simultaneously unless approved by the Board.

ARTICLE VII

MEETINGS OF THE BOARD OF DIRECTORS

Section 7.1. Regular Meetings.

Regular meetings of the Board shall be held at such times and places as determined by the Board, but no less than periodically as required for proper governance. Monthly April to October.

Section 7.2. Special Meetings.

Special meetings may be called by:

- The President; or
- A majority of the Directors.

Section 7.3. Notice.

Notice of Board meetings shall be given to each Director in advance, unless waived.

Section 7.4. Quorum.

A **majority of the Directors** shall constitute a quorum for the transaction of business.

Section 7.5. Voting.

The act of a majority of Directors present at a meeting where a quorum exists shall constitute the act of the Board.

Section 7.6. Action Without Meeting.

Any action required or permitted to be taken by the Board may be taken without a meeting if all Directors consent in writing, and such consent shall be filed with the minutes.

ARTICLE VIII

MEETINGS OF MEMBERS

Section 8.1. Annual Meeting.

An annual (September) meeting of the Members shall be held each year at a time and place designated by the Board for the purpose of:

- Electing Directors;
- Reviewing Association business;
- Conducting any other proper matters.

Section 8.2. Special Meetings.

Special meetings may be called by:

- The President;
- The Board; or
- Members holding at least fifty percent (50%) of the voting power.

Section 8.3. Notice of Meetings.

Written notice of any meeting shall be provided to Members not less than **ten (10) days** prior to the meeting and shall include:

- Date, time, and location;
- Purpose of the meeting (for special meetings).

Section 8.4. Quorum.

A quorum shall consist of Members representing **ten percent (10%)** of the total voting power, unless otherwise required by law or these Bylaws.

Section 8.5. Voting Rights.

Each Lot shall be entitled to **one (1) vote**, regardless of the number of Owners.

Section 8.6. Eligibility to Vote.

Only Members in good standing shall be entitled to vote.

Section 8.7. Proxies.

Proxy voting is not allowed, voting shall be in person.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD

Section 9.1. General Powers.

The Board shall have the power to:

- (a) Adopt and enforce Rules and Regulations governing the use of Lots and Common Areas;
- (b) Levy and collect assessments;
- (c) Impose fines and penalties for violations;

- (d) Enter into contracts on behalf of the Association;
- (e) Employ managers, contractors, or agents;
- (f) Enforce compliance with the Governing Documents;
- (g) Take legal action as necessary to protect the Association.

Section 9.2. Limitations.

No officer, director, or agent shall bind the Association without proper authorization from the Board.

ARTICLE X

ASSESSMENTS, CHARGES, LIENS, AND COLLECTION

Section 10.1. Obligation to Pay Assessments.

Each Owner, by acceptance of a deed, contract purchase interest, or other ownership interest in a Lot subject to the Association, shall be deemed to covenant and agree to pay all annual assessments, special assessments, fees, charges, fines, interest, costs of collection, and other sums lawfully imposed by the Association pursuant to the Governing Documents.

Section 10.2. Purpose of Assessments.

Assessments shall be used exclusively for the administration, operation, maintenance, repair, replacement, preservation, and improvement of the Association, the Common Area, and any services or facilities maintained for the common benefit of the Members, together with all lawful expenses of governance and enforcement.

Section 10.3. Annual Assessments.

The annual assessment shall be established as follows:

(a) The annual assessment for the first two (2) Lots owned by a Member shall be **Four Hundred Fifty Dollars (\$450.00)**.

(b) Members who own additional Lots shall pay:

- **Forty Dollars (\$40.00)** per additional Lot owned prior to September 6, 2003; and
- **Seventy-Five Dollars (\$75.00)** per additional Lot purchased after September 6, 2003.
- **Two Hundred Seventy-Five (275.00)** One additional RV/Camper over 14 days of a calendar year.

(c) Assessments shall be uniform and applied consistently to all Members in accordance with Lot classification.

(d) The Board of Directors shall retain the authority to review and adjust the annual assessment from time to time as necessary to meet the financial needs of the Association, provided that any such adjustment is made in a reasonable and uniform manner and, where required by law or these Bylaws, subject to Member approval.

(e) Assessments shall be due on such dates and may be collected in such installments (annual, semi-annual, quarterly, or monthly) as determined by the Board.

Section 10.4. Special Assessments.

In addition to annual assessments, the Association may levy special assessments for capital improvements, major repairs, unexpected expenses, or other Association purposes. Any special assessment requiring Member approval under these Bylaws or applicable law shall be submitted to the Members upon proper notice stating the purpose and amount of the proposed assessment.

Section 10.5. Uniform Application.

Assessments shall be applied in a uniform and nondiscriminatory manner in accordance with the classification of Lots, if any, established by the Governing Documents or duly adopted Board policy.

Section 10.6. Delinquency.

Any assessment, fee, fine, or other charge not paid by its due date shall be deemed delinquent. The Board may impose late fees, interest, administrative charges, suspension of privileges, and any other lawful collection remedies upon delinquent accounts. Late Fee Twenty-five (\$25.00) after April 1 of each year.

Section 10.7. Notice of Delinquency.

Before taking formal enforcement or collection action, the Association shall provide written notice of delinquency to the Owner, stating the amount due, the nature of the delinquency, the deadline for cure, and the consequences of nonpayment.

Section 10.8. Lien and Personal Obligation.

All assessments, fees, fines, costs, and other sums properly levied by the Association shall constitute both:

- (a) a personal obligation of the Owner responsible for the Lot at the time the obligation became due; and
- (b) to the extent permitted by law, a continuing lien against the Lot until paid in full.

Section 10.9. Collection Remedies.

The Association may pursue any and all lawful remedies for collection, including, without limitation:

- (a) demand letters;
- (b) suspension of use privileges to the extent permitted by law;
- (c) filing and enforcing liens;
- (d) legal action for money judgment;

(e) foreclosure of lien if authorized by law and the Governing Documents; and

(f) recovery of reasonable attorney's fees, court costs, administrative charges, and interest where permitted by law.

Section 10.10. No Waiver by Non-Use.

No Owner may exempt himself, herself, or itself from liability for assessments by waiver of use of the Common Area, abandonment of the Lot, or non-use of Association services or facilities.

Section 10.11. Certificate of Account Status.

Upon written request and payment of any reasonable fee established by the Board, the Association may provide a written statement of the status of assessments due on a Lot.

ARTICLE XI

ENFORCEMENT, VIOLATIONS, NOTICE, HEARING, AND FINES

Section 11.1. Authority to Enforce.

The Association, acting through the Board, shall have the authority to enforce the Governing Documents against any Owner, occupant, tenant, guest, invitee, or other person whose conduct is governed by the Association through an Owner's rights or occupancy.

Section 11.2. Violations.

A violation shall include, without limitation:

- (a) failure to comply with these Bylaws, the Rules and Regulations, or Board-adopted policies;
- (b) failure to pay assessments, fines, fees, or charges when due;
- (c) use of any Lot or Common Area in a manner prohibited by the Governing Documents; and

(d) conduct by an Owner's tenant, family member, occupant, guest, or invitee that would constitute a violation if committed by the Owner.

Section 11.3. Notice of Violation.

Except in cases requiring immediate action for health, safety, or property protection, the Association shall provide written notice of violation to the responsible Owner. The notice shall reasonably describe:

- (a) the nature of the violation;
- (b) the provision violated;
- (c) the action required to cure or correct the violation;
- (d) the deadline for cure; and
- (e) the potential consequences of failure to comply.

Section 11.4. Opportunity for Hearing.

Before the imposition of fines, suspension of privileges, or other formal sanctions, the Owner shall be given a reasonable opportunity to request a hearing before the Board or a designated committee, unless immediate action is reasonably necessary to address a serious threat to persons or property.

Section 11.5. Fines and Sanctions.

After notice and opportunity to be heard, the Board may impose one or more of the following sanctions, to the extent permitted by law:

- (a) written warning;
- (b) monetary fine;
- (c) continuing daily or periodic fine for ongoing violations;

- (d) suspension of voting rights or Common Area use privileges;
- (e) self-help or corrective action by the Association, with costs charged back to the Owner where authorized; and
- (f) legal action for injunctive relief, damages, or collection.

Section 11.6. Emergency Action.

If the Board determines in good faith that a violation presents an immediate threat to health, safety, persons, property, or Common Area operations, the Association may take interim action without prior hearing, provided notice of the action and an opportunity to be heard is given as soon as reasonably practicable thereafter.

Section 11.7. Responsibility for Costs.

Any costs incurred by the Association in investigating, enforcing, correcting, repairing, cleaning, removing, or otherwise addressing a violation may be assessed against the responsible Owner to the extent permitted by law and these Bylaws.

Section 11.8. Cumulative Remedies.

All remedies available to the Association shall be cumulative, and the exercise of one remedy shall not preclude the exercise of any other lawful remedy.

Section 11.9. No Waiver.

Failure of the Association to enforce any provision on one or more occasions shall not constitute a waiver of the right to enforce the same provision thereafter.

ARTICLE XII

LEASING AND SHORT-TERM RENTAL RESTRICTIONS

Section 12.1. Purpose.

In order to preserve the residential character, safety, stability, and quiet enjoyment of the community, leasing and occupancy of Lots shall be subject to the restrictions set forth in this Article.

Section 12.2. Owner Responsibility.

Any Owner who leases or permits occupancy of a Lot shall remain fully responsible for compliance with the Governing Documents by the tenant, occupant, guest, or other person using the Lot through the Owner.

Section 12.3. Written Lease Required.

Any lease of a Lot or dwelling shall be in writing. The lease shall provide that the tenancy is subject and subordinate to the Governing Documents and that any violation thereof shall constitute a default under the lease.

Section 12.4. Short-Term Rentals Prohibited.

No Lot, dwelling, camper, trailer, structure, or portion thereof may be leased, licensed, advertised, offered, or used for any short-term rental, transient lodging, vacation rental, hotel-type occupancy, or similar use.

Section 12.5. Definition of Short-Term Rental.

For purposes of these Bylaws, a "Short-Term Rental" means any rental, lease, license, occupancy arrangement, or other grant of possession for a term of less than three hundred sixty-five (365) consecutive days, whether or not compensation is paid and whether or not the arrangement is advertised through Airbnb, VRBO, Booking.com, Facebook Marketplace, Craigslist, or any similar platform or service.

Section 12.6. Minimum Lease Term.

No Owner may lease a Lot or dwelling for a term of less than three hundred sixty-five (365) consecutive days, unless a longer minimum period is later adopted by amendment to the Governing Documents.

Section 12.7. Business and Commercial Lodging Use Prohibited.

No Lot shall be used for hotel, motel, lodging house, bed-and-breakfast, boarding house, event rental, commercial guest accommodation, or similar transient commercial occupancy purposes.

Section 12.8. Board Enforcement.

The Board may require an Owner to provide information reasonably necessary to determine compliance with this Article, including lease terms, dates of occupancy, and identity of occupants, subject to reasonable privacy limitations.

Section 12.9. Remedies for Violation.

A violation of this Article shall constitute a material violation of the Governing Documents and may result in fines, suspension of privileges, legal action, injunctive relief, and recovery of all costs of enforcement, including attorney's fees were permitted by law.

ARTICLE XIII

**SAFETY, OCCUPANCY COMPLIANCE, AND REGISTERED SEX OFFENDER
RESTRICTIONS**

Section 13.1. Purpose.

This Article is adopted to promote the health, safety, welfare, and quiet enjoyment of the community and to support compliance with applicable law concerning occupancy and use of Association property.

Section 13.2. Compliance With Law.

All Owners, occupants, tenants, residents, guests, and invitees shall comply with all applicable federal, state, county, and local laws, regulations, ordinances, registration requirements, and lawful governmental restrictions affecting occupancy, presence, conduct, or use of property within the Association.

Section 13.3. Prohibited Use of Association Property in Violation of Law.

No Lot or Common Area may be occupied, used, or made available in any manner that places the Association in violation of applicable law or materially interferes with the lawful use, safety, or welfare of the community.

Section 13.4. Registered Sex Offender Restriction Regarding Association Property.

To the fullest extent permitted by applicable law, no person who is required to register as a sex offender under applicable law may use, occupy, or remain on Association Common Areas or Association-controlled facilities in a manner prohibited by law or in a manner determined by the Board, upon advice of counsel, if necessary, to pose an unreasonable risk to the safety or welfare of residents.

Section 13.5. No Waiver of Governmental Authority.

Nothing in these Bylaws shall be construed to replace, limit, or conflict with any governmental registration, notification, residency, access, or supervision requirement. The Association shall not be responsible for determining criminal guilt or status beyond information lawfully available to it, but may rely upon official public records, court orders, law enforcement communications, or other reasonably reliable sources.

Section 13.6. Owner Responsibility for Occupants.

Each Owner shall be responsible for ensuring that no tenant, occupant, resident, family member, or guest uses the Lot or Common Area in violation of this Article or any applicable law. The Board may require an Owner to address any occupancy or access issue that creates a lawful basis for Association enforcement.

Section 13.7. Enforcement.

A violation of this Article shall constitute a violation of the Governing Documents and may result in notice, hearing, fines, suspension of privileges, legal action, injunctive relief, and any other lawful remedy available to the Association.

Section 13.8. Legal Compliance and Construction.

This Article shall be interpreted and enforced only to the extent permitted by applicable law. If any portion of this Article is determined unenforceable, the remaining provisions shall remain in full force to the maximum extent permitted by law.

ARTICLE XIV

COMMITTEES

Section 14.1. Establishment of Committees.

The Board may establish standing or ad hoc committees as it deems necessary or advisable for the administration of Association affairs.

- a) **A Recreation Committee**, which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.
- b) **A Maintenance Committee**, which shall advise the Board of Directors on all matters relating to the maintenance, repair, or improvement of the properties, and shall perform such other functions as the Board, in its discretion, determines.
- c) **A Publicity Committee**, which shall inform the members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public announcements as are in the best interest of the Association:
- d) **An Audit Committee**, which on the second weekend of June shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article XI, Section 8 (d). The treasurer shall be an ex-official member of the committee.
- e) **A Zoning Committee**, which shall be appointed by the Board of Directors to

oversee all building and zoning within the Association, approve and issue permits for building of structures, perform inspection of all building of structures, and enforce property setbacks.

Section 14.2. Authority of Committees.

Committees shall have only such authority as is expressly granted by the Board. No committee may bind the Association, expend Association funds, or enter into contracts unless expressly authorized by Board resolution.

Section 14.3. Appointment and Removal.

Committee members shall be appointed and may be removed by the Board at any time, with or without cause.

Section 14.4. Advisory Role.

Unless expressly authorized otherwise, committees shall serve in an advisory capacity only.

ARTICLE XV

BOOKS, RECORDS, AND INSPECTION RIGHTS

Section 15.1. Maintenance of Records.

The Association shall maintain correct and adequate books, records, minutes, financial records, membership records, and other corporate documents as required by law and sound governance practices.

Section 15.2. Inspection by Members.

Subject to reasonable rules regarding time, place, manner, confidentiality, and lawful limitations, Members shall have the right to inspect Association records to the extent provided by applicable law.

Section 15.3. Copies.

The Association may charge a reasonable fee for copies, retrieval, mailing, and administrative costs associated with record requests.

ARTICLE XVI

INDEMNIFICATION

Section 16.1. Right to Indemnification.

To the fullest extent permitted by law, the Association shall indemnify its current and former Directors, officers, committee members, employees, volunteers, and other authorized agents against liabilities and expenses reasonably incurred by reason of their service to the Association, provided the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association.

Section 16.2. Advancement and Insurance.

The Association may advance expenses and may purchase and maintain insurance for any person entitled or potentially entitled to indemnification under this Article, to the extent permitted by law.

ARTICLE XVII

AMENDMENTS

Section 17.1. Amendment by Members.

These Bylaws may be amended at any regular or special meeting of the Members by the vote required under the Governing Documents or applicable law, provided notice of the proposed amendment is given in advance of the meeting.

Section 17.2. Consistency With Law and Articles.

No amendment shall be adopted that conflicts with applicable law or the Articles of Incorporation. In the event of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control.

ARTICLE XVIII

MISCELLANEOUS

Section 18.1. Fiscal Year.

The fiscal year of the Association shall begin on January 1 and end on December 31, unless changed by resolution of the Board.

Section 18.2. Corporate Seal.

The Association may adopt and use a corporate seal, but failure to affix a seal shall not affect the validity of any corporate act or instrument.

Section 18.3. Severability.

If any provision of these Bylaws is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

Section 18.4. Headings.

Article and section headings are for convenience only and shall not control the interpretation of these Bylaws.

EXECUTION AND CERTIFICATION

IN WITNESS WHEREOF, the undersigned, being the duly authorized Directors and Officers of **Lazy Daz Ranch Property Owners Association**, have executed these Amended and Restated Bylaws as of the 11 day of April, 2026.

BOARD OF DIRECTORS AND OFFICERS

President: Andrew Bonjcker
Chairperson of the Board: Michael J. Pollard
Director: Robert Oltrogge
Director: Taurie Curry
Director: Celeste Tilton
Director: Charles V. Clark
Secretary: Michelle Corben
Treasurer: Michelle Corben

CERTIFICATE OF SECRETARY

I, Michelle Corben, hereby certify that I am the duly elected and acting Secretary of **Lazy Daz Ranch Property Owners Association**, and that the foregoing Amended and Restated Bylaws were duly adopted by the Board of Directors on the 11 day of April, 2026, and that the same have not been amended, modified, or rescinded and remain in full force and effect as of the date hereof.

Secretary: Michelle Corben

Date: 4-11-26

Association of Lazy Daz Ranch Rules and Regulations

Reviewed April 2026

Property owners are responsible for compliance with the following rules and regulations for both themselves and their visitors at all times.

1. The display or discharging of any firearm within 200 feet of properties located in the Association of Lazy Daz Ranch is prohibited. No member shall behave in a manner that may cause harm to another person or animal at any time.
2. No property owner or their guest shall behave in a manner disrespectful to Association property at any time.
3. Quiet hours will be observed between 12:00am and 7:00am
4. Operation of recreational vehicles including, but not limited to, golf carts, motorcycles, go-karts, mopeds, ATV/UTV's shall be restricted for non-licensed drivers to the hours of 8:00am to 9:00pm. Only licensed drivers may operate any motorized vehicle between the hours of 9:00pm and 8:00am. Operation of vehicles other than golf carts and motor vehicles (cars/trucks) is not allowed within the park between the hours of 10:00pm to 8:00am.
 - a. All motorized vehicles must have proper working headlights, must follow all posted speed limits (15mph unless otherwise noted), remain on roadways and operate the vehicle responsibly.
5. No vehicle or trailer of any type shall be parked on Association roads unattended during the period of October 1 to May 1
6. No watercraft shall be left unattended on or around the Association Pond
7. There shall be no more than one permanent trailer / camper placed or maintained on any lot within the confines of the Association in addition to a permanent single-family residence without express permission of the Association of Lazy Daz Ranch Board. Additional campers / trailers are subject to additional assessment fees and must be self-contained.
8. Said premises may not be used for business (to include short term rentals IE: air b and b), commercial or manufacturing purposes; or used for storage of materials related to such activities.
9. Any exterior improvements within the confines of the Association require an approved permit and express permission of the Association of Lazy Daz Ranch Zoning Committee.

- a. All exterior construction must be completed and enclosed within 12 months of commencement of construction. Improvements include, but are not limited to, existing building additions, sheds, setting of new mobile homes or permanent campers, dog runs and fences.
10. No mobile home shall be placed upon any lot within the Association without express permission of the Association of Lazy Daz Ranch Zoning Committee.
11. All mobile homes must be skirted and have working kitchen and restroom facilities.
12. All septic systems and holding tanks must have approval of the Monroe County Health Department. Per County code, there is to be no pumping or draining of septic or holding tanks by anyone other than qualified, licensed individuals.
 - a. Wastewater (grey or black) from trailers / campers must be self-contained and emptied only into an approved holding tank (one is provided by the Association) and may not be discharged onto the ground or in the pond
13. For properties with no existing water supply, hydrant(s) will be installed at a fee equal to the cost of line installation and hydrant materials +10%. Repair or repositioning of existing water hydrants will be billed for time and materials +10%
14. A utility easement of five (5) feet in width is reserved along all lot lines.
15. Property owners who maintain private driveways shall install culvert pipes along the street line where such driveways meet the street
16. All property owners are required to keep grass mowed to a height not to exceed six (6) inches. Failure to comply with this requirement will result in an assessment against the property as provided for in the Association bylaws. Property owners may not place grass clippings on roadways
17. All Pets must be always under the control of their owner and should not be allowed to roam without supervision. Each Member is responsible for cleanup of any debris left by their pet on another property.
18. All properties will be maintained and kept free from trash and debris. Storage of non-working vehicles is not permitted.

Invalidation of any one of these rules and regulations by a judgment or decree of a Court having jurisdiction shall in no way effect any of the other rules and restrictions herein, which shall remain in full force and effect.