Book 2009 Page 2988
Document 2009 2988 Type 06 018 Pages 3
Date 7/30/2009 Time 9:24:49AM
Rec Amt $19.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Steven E. Carr, 117 S. Franklin St., PO Box 333, Manchester, IA 52057;563-927-4164

Articles of Association of Earl's Hill Subdivision Road Association

Carol A. Raithel, a single person and Duane A. Elgin and Tina M. Elgin, husband and wife are owners of all lots in Earl's Hill Subdivision, Delaware County, Iowa, according to plat recorded in Book 2009, Page 2144 and hereby bind all lots to Earl's Hill Subdivision Road Association to provide for maintenance and snow removal of the roads within Earl's Hill Subdivision. The provisions set forth herein shall be binding on the present and future owners of each and every lot.

1. NON-PROFIT ASSOCIATION. This organization is strictly a non profit voluntary association and is not to he deemed a corporation nor a partnership for any purpose.

2. MEMBERSHIP. The owners of each lot improved by a single family dwelling (for purposes of this Association any portion of a lot or group of two (2) or more lots improved by one single family dwelling shall be considered an "improved lot") shall be members of the Association and entitled to one vote.

3. OWNERSHIP. Earl's Hill Road Association is currently the owner of, and shall continue to be the owner of the roads in Earl's Hill Subdivision first sub-division as described above.

4. MAINTENANCE. The Association shall provide all necessary upkeep and maintenance and snow removal for the roads in the subdivision.

5. ASSESSMENTS. Each member of the Association shall be assessed an equal sum annually to fund the upkeep and maintenance and snow removal of roads within Earl's Hill Subdivision. The amount of the assessment shall be established by a majority vote of those members voting at the annual meeting of the Association which may be cast by proxy. Any annual assessments so established shall be due and payable by the members no later than one month after the annual meeting of the Association.

6. ANNUAL MEETING. The annual meeting of the Association shall be held between the first day and the 30th day of June each year, the exact date to be given by the Secretary of the Association by written notice mailed to the members of the Association by regular mail not less than 10 days prior to the date of such meeting. The location of the meeting shall be at the residence of one of the members of the Association as is disclosed in the notice of the annual meeting. At the annual meeting of the Association the membership shall elect a Secretary and shall establish the amount of the annual assessment.

7. SECRETARY'S DUTIES. The Secretary of the Association shall serve until the next annual meeting and shall be responsible for the following:

1. Collect annual assessments from members.
2. Maintain an Association bank account.
3. Contract and pay for upkeep and maintenance and snow removal costs on the roads in the subdivision and compensate those so hired.
4. Maintain a record of assessments received and money expended and provide an annual accounting to the membership with the notice of the annual meeting.
5. Prepare and mail to the lot owners notice of the annual meeting.
6. Conduct the annual meeting.

8. SPECIAL MEETINGS. Special meetings of the Association may be called upon the request of two or more members. Such request must be made in writing to the Secretary of the Association who shall provide written notice to the membership mailed not less than 10 days prior to the date of such special meeting. Included in such notice shall be the subject matter to be discussed at the special meeting.

9. NEWLY IMPROVED LOT OWNERS. When unimproved lots become improved lots, that Lot Owner as of the date of the next annual meeting after the improvements are completed shall then become liable for the assessments provided for in these Articles and shall become a voting member of the Association.

10. DEFAULT. Any assessment not paid within one month after the date of the annual meeting may be collected by the Association through an action in the Iowa District Court. All costs of such action including Attorney fees and Court costs shall be included in the judgment and paid by the non paying member as a part of said judgment. No delinquent assessment shall be considered a lien against property unless and until judgment is secured through the Iowa District Court.

11. EASEMENT AGREEMENT. Each owner of property in the subdivision including any relatives, tenants, guests and invitees are entitled to non exclusive use of the roadways in the subdivision for ingress and egress and nothing in this Agreement shall be construed to prevent such use even in the event of default on the payment of any assessments duly assessed.

12. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon the members and each of their Successors and Assigns.

Dated this 24th day of July, 2009.

Carol A. Raithel

Carol A. Raithel

Duane A. Elgin

Duane A. Elgin

Tina M. Elgin

Tina M. Elgin

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

This instrument was acknowledged before me on this 24th day of July, 2009 by Carol A. Raithel, a single person.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

This instrument was acknowledged before me on this 24th day of July, 2009 by Duane A. Elgin and Tina M. Elgin, husband and wife.

Notary Public in and for the State of Iowa