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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Amended Articles of Association

(Recorder's Cover Sheet)

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Logan Road Associates

Grantees:
Logan Road Associates

Legal Description is located on page:

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This is a true copy of the original Amended Articles of Association of Logan Road Association.

Marieta L Gissel

Marieta L Gissel, Secretary

Logan Road Association

State of Iowa,

County of Delaware,

Subscribed and sworn before me, a Notary Public in and for said County and State, this 10th

Day of June, 2017 by Marieta L Gissel, Secretary of the Logan Road Association.

Susan K Meyer

Notary Public

SUSAN K MEYER
Commission Number 798639
My Commission Expires
August 9, 2019

Original Articles of Association of Logan Road Association have been recorded in Book 2006, Page 2729

Document 20062729 Type 06 008 Pages 6 Dated 07/27/2006 Time 4:10:12 PM.

AMENDED ARTICLES OF ASSOCIATION

LOGAN ROAD ASSOCIATION

WHEREAS, the Members of the Logan Road Association (hereinafter also the "Members") have previously associated and organized themselves as a not-for-profit association, called the Logan Road Association, for the purposes of maintaining and repairing the existing roadways serving the real estate property within Logan's Subdivision, Delaware County, Iowa, located within:

> Sections Fourteen (14), Fifteen (15) and Twenty-three (23) of Township Eighty-eight (88) North, Range Five (5), West of the 5th PM in Delaware County, Iowa.

WHEREAS, the common roadways and lanes within Logan's Subdivision subject to these Articles (collectively "the common roads") are recited on **Exhibit A** attached hereto and incorporated by this reference, including: 249th Street, 205th Avenue, 206th Avenue, 207th Avenue, 208th Avenue, 250th Street, 251st, Street and 204th Avenue, all in Delaware County, Iowa; and

WHEREAS the common roads subject are roadways within Logan's Subdivision permitting vehicle passage and travel from the public county roads to any branch of the private roadway system within the subdivision. The common roads are private in character and are not public roadways, and are intended by the Members to continue to be used and utilized solely by the Members, their tenants and invitees for ingress and egress; and

WHEREAS, the Members now wish to enter into and approve these Amended Articles of Association for the purpose of establishing between one another certain binding, uniform and specific terms and agreements for the maintenance and repair of the common roads, having as their principal purpose to provide through agreements with independent contractors for the reasonable maintenance and repair of the common road; and

WHEREAS, it is the desire and intent of the Members to remain associated and organized as a not for profit association, namely, the Logan Road Association, and to

substitute these Amended Articles of Association in place of and terminating any and all prior Articles of Association governing the affairs of the Association.

WHEREFORE, pursuant to an affirmative vote of a majority of the Members present, the Members, and each of them, now mutually declare the following conditions and terms of their association:

1. **TERM.** These Articles shall be perpetual in duration and shall apply to and be binding upon the Members, their heirs, representatives, successors and assigns. These Articles and the covenants contained within them shall run the land.

2. **MEMBERSHIP.** A Member shall be an owner of a lot, parcel or other real estate (collectively "real estate property" or "real estate properties") located within Logan's Subdivision and served by the common roads. In the case of real estate property owned by more than one person or entity as joint tenants, tenants in common or otherwise, the several owners of the same real estate property shall be collectively accorded one Membership as one single Member.

3. **GOVERNANCE.**

A. **Board of Directors.** The Members shall elect a Board of Directors, totaling five (5) in number, each of whom shall be a Member. The business and affairs of the Association shall be managed by its Board of Directors. Directors of the Association serve as volunteers and without compensation. Directors shall continue to serve three (3) year staggered terms, and shall be elected by a majority of the Members in attendance at the annual meeting. Any vacancy occurring within the Board of Directors may be filled at the subsequent annual meeting, or sooner, by a majority vote of the Member. The term of a Director so elected shall expire with the conclusion of the ordinary term of the Director replaced.

B. **Officers.** The Association shall have officers, including a President, Secretary and Treasurer. The officers shall be elected by a majority of the Directors at the annual meeting, and each shall serve a term of one year but without limitation or restriction as to the number of terms. Vacancies in any office may be filled by the Board of Directors for the unexpired portion of the term. The following shall be the responsibilities of the Officers of the

Association:

1. **President.** The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association, subject to the general powers of Board of Directors. The President shall, when present, preside at all meetings of the Members and of the Board of Directors. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

2. **Secretary.** The Secretary shall prepare and keep the minutes of the shareholders and of the Board of Directors meetings in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Articles or as required by law; shall be the custodian of the corporate records; shall authenticate records of the Association when required; keep a register of the post office address of each Member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

3. **Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, and shall be responsible for the collection of assessments and the payment of bills for materials for work performed by independent contractors to achieve the purposes set forth herein. The Treasurer shall prepare an accounting of all transactions for the prior year. The Treasurer shall in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

C. **Audits and Vote Counting.** The Association's accounting books and ledgers shall be audited by three Members (hereinafter "the Auditors") elected as the last annual meeting of the Association, to be arranged by the Auditors and the Treasurer. The Auditors may be current members of the Board of Directors. Auditors shall serve a term of twelve (12) months. The Auditors shall commence their audit no sooner than sixty (60) days prior to the

annual meeting, and shall complete and certify their audit to the Treasurer and the Board of Directors prior to thirty (30) days in advance of the annual meeting. The Auditors shall also have responsibility for collecting and tallying any and all votes cast during their terms.

D. **Access for Business Purposes.** The Officers and Directors may enter upon any Lot when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Lot owners as practicable. Members shall fully and reasonably cooperate with the Association in its performance of duties under these Articles.

E. **Bank Depository.** The Association's funds shall be kept on deposit with Farmers & Merchants Savings Bank of Manchester, Iowa.

4. **MEETINGS.** The annual meeting of the Association shall be held during the first weekend in June. The time and location of the meeting shall be determined by the Directors and published to the Members by written notice to be mailed to each Member at least ten (10) days in advance of the meeting date, but the annual meeting shall be held in Delaware County, Iowa. Special meetings for the purpose of conducting the business of the Association may be called by the President or the Directors upon ten (10) days written notice to the Members. Notice given to the Members electronically, such as by e-mail, shall be deemed sufficient and adequate notice for the purpose of holding meetings of the Association if the Member has consented to received electronic notices.

5. **VOTING.** Each Member shall be entitled to one (1) vote, irrespective of the number of Lots, Parcels or separate real estate properties any one Member or Membership owns individually or with others, for any items of business requiring vote of the Membership, whether at the annual meeting or any special meeting. Items of business at the annual or any special meeting shall pass or fail by a simple majority of the Members present except for items of business regarding Major Improvements, which shall be governed by Paragraph 6C.

6. **ASSESSMENTS.** The Members shall timely pay the following assessments to the Association:

A. **General Assessments.**

1. General assessments shall be charged annually of each Member by the Association for regular, usual or routine road maintenance and repair such as but not limited to seal coating, patching, grading shoulder rock, other routine surface work and snow removal as well as for administrative expenses and liability insurance, if incurred. General assessments shall be for the purpose of funding current as well as future maintenance and repairs.

2. In determining what is regular, usual or routine maintenance or repair, it is not intended that the common roads shall be constructed to public highway standards, but it is intended that the common roads shall be maintained and repaired to continue to accommodate and permit reasonable, reliable and permanent year round passage and access.

3. For calendar year 2013 the general assessment shall be Seventy-Five Dollars ($75.00), which may be increased by the Board of Directors from time to time, in its sole business discretion, in order to meet the anticipated or actual obligations of the Association. The annual assessment period shall be January 1 to December 31 of each year, and assessments shall be due to the Association no later than June 1 of every year.

4. Assessments shall be subject to a late payment charge of $25.00 if not timely paid, and shall be imposed by the Board of Directors in its sole discretion. The Board may take into account and consider any special circumstances, on a case-by-case basis, presented to it by any Member in determining whether a late payment penalty shall be applied against the Member. The Board's decision, however, shall be final on this matter.

5. The annual assessments provided for herein shall commence as to all lots immediately effective upon approval of these Articles.

6. The Board of Directors may specially allocate and reserve separately and account for a share from the General Assessment, not to exceed

one-third of each Member's general assessment payment, to be used solely pay expenses for removal of snow from the common roads.

B. **Special Assessments for Regular, Usual or Routine Maintenance or Repair.** The Association may levy a special assessment, in its sole business discretion, from time to time, to supplement the funds of the Association necessary to pay uncovered costs and expenses contemplated by Paragraph 5A.

C. **Special Assessments for Major Improvements.** The Association may levy, in any assessment year, a special assessment to pay the cost of any major improvements or changes, including but not limited to paving or drainage improvements, to the common roads as the Members may request. Such assessment shall require the affirmative vote of a majority of all of the eligible votes cast in person or by proxy, at a meeting duly called for this purpose. Any special assessment shall be paid in one annual payment unless specifically authorized otherwise by the Board of Directors.

D. **Assessments Constituting Liens.** The Association shall have a lien against any Lot, Parcel or other real estate property belonging to a Member for unpaid assessments levied against a Member from time to time, to secure the payment of any assessment, together with interest, costs and reasonable attorney's fees if assessed. The President of the Association is authorized to place of record, to enforce, and to release any such lien on behalf of the Association.

E. **Late Payments.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of five percent (5%) per annum. The President (on behalf of the Association) may do any of the following if the assessment is not paid within ninety (90) days, without exclusion to other legal, equitable or administrative remedies that may be available to the Association:

1. File a lien for any unpaid assessment by recording an affidavit of such fact in the office of the Clerk of Delaware County District Court.

2. Bring an action at law against the owner personally obliged to pay the assessment, or;

3. Foreclose the lien against the property.

In the event the Association takes any of the foregoing actions, then the owner shall be obligated and responsible to pay the Association its reasonable attorney's fees and necessary costs incurred in enforcing its rights and taking such action.

F. **Manner of Assessment**[1].

1. Members who own or rent a single real estate property shall be assigned and pay one general assessment.

2. Members who own or rent more than one single real estate shall be assigned and pay:

a. In the case of a Member owning more than one single real estate property, one general assessment, provided only one of the Member's real estate properties has a dwelling structure.

b. In the case of a Member owning more than one real estate property, and upon which a dwelling structure exists on more than one of the Member's real estate properties, then as many general assessments as the Member owns real estate properties upon which a dwelling structure exists.

c. "Dwelling Structure" shall mean any enclosed structure capable of being utilized as a temporary or permanent place of overnight shelter or abode, without regard to the availability, quality or condition of utilities or other services to the structure.

7. **REPAIRS.** Damage to the common roads caused by the acts or omissions of Members or their respective invitees, rather than by ordinary wear and tear of the common roads by usage over time, generally, shall be financial responsibility of the individual Member to whom such damage is attributable, rather

1 For example, it is intended that a Member owning one real estate property consisting of bare ground in 2013 shall be assessed a general assessment of $75.00 and, additionally, one share of any special assessments levied. A Member owning one real estate property upon which a dwelling structure exists would be assessed similarly. A Member owning two real estate properties, upon one of which exists a dwelling structure, would be assessed in the same manner as the previous examples. However, a Member owning two real estate properties upon each of which there exists a dwelling structure would be assessed two assessments, commensurate with the number of dwelling structures, or $150 as the general assessment ($75.00 x 2), and special assessments if assessed.

than the financial responsibility of the Association generally. Repairs necessary to correct such damage and to return the common roads to their prior condition shall likewise be the financial responsibility of the Member to whom such damage is attributable. The Board of Directors reserves the right, in its sole discretion, to determine the necessity of repair and the cost thereof, and to arrange to carry out the repairs if the responsible Member fails to do so within a reasonable period. The cost of such repairs, if paid by the Association, shall at once become an additional assessment against the Owner to whom such damage is attributable, and shall be immediately due and owing to the Association within thirty (30) days of written notice of the assessment.

8. **RIGHTS RESERVED TO GATE.** In order to maintain maximum security and privacy to the Members, the Members may at their own expense erect and maintain a locked security gate at the entrance point to any branch of the private roadway system exiting off of the common roads. Such gates shall be installed located off of the common roads and installed and operated so as not to obstruct or risk interference with or damage to the common roads or the vehicular traffic on the common roads.

9. **NOTICE OF INTENDED SALE OR DISPOSITION.** Should any Member intend to transfer or convey title or interest to a Lot, then the Member shall give notice of such intended transfer to the Association at least sixty (60) days in advance thereof. Further, each Member shall give notice of the existence of these Articles to any intended transferee to ensure that any transferee acquires actual knowledge of these Articles in advance of an intended transfer.

10. **LIABILITY.** No Member shall have any responsibility or accountability for the debts of any other Member by virtue of their association by virtue of these Articles except for their respective shares of the assessments, fees and charges provided herein. The Association shall, to the fullest extent permitted by law, indemnify and hold harmless each director and officer now or hereafter serving the Association, by virtue of his or her performance of duties hereunder.

11. **GENERAL.**

A. This Association shall not become a corporation or a partnership.

B. The Association shall not own any property except funds

collected through assessment as provided herein.

C. The Association shall have no employees and no person or officer of the Association shall have authority to enter into an employment contract with any person, firm or corporation.

D. The Directors may authorize, at their discretion, placement of appropriate signage at the entrance and along the common roads warning against trespass onto the Roads.

E. The purpose of this Association is not for private profit or gain, and no part of the association's activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation. The Association is prohibited from making any distributions of income to it's members, directors or officers, except that directors and officers may be reimbursed for expenses while conducting the affairs of the Association.

F. In the event of liquidation, assets remaining for distribution, if any, shall be distributed to the Members in proportionate share to the manner by which they have been assessed herein. Any such distribution shall not be deemed to be a dividend or distribution of income.

12. **AMENDMENTS.** These Articles may be altered, amended or repealed and any new Articles may be adopted by a vote of at least a majority of all Members entitled to vote at any regular or special meeting called for such purpose.

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Approved and authorized on this 10th day of June, 2017.

Steven A. Meyer
President, Logan Road Association
STEVEN A. MEYER

Cindy Bandy
Director
CINDY BANDY

Nancy J. Peterson
Director
NANCY J. PETERSON

Wayne A. Garvin
Director
WAYNE A. GARVIN

Marieta L. Gissel
Director MARIETA L. GISSEL

State of Iowa
County of Delaware
Subscribed and sworn before me, a Notary Public in and for said County and State, this 10th day of June, 20.17.

Susan K Meyer
Notary Public

NOTARIAL SEAL IOWA
SUSAN K MEYER
Commission Number 798639
My Commission Expires
August 9, 2019