

ARTICLES OF ASSOCIATION

of

ROCKY HEIGHTS ROAD ASSOCIATION

WHEREAS, the undersigned are owners of Lots in the following described subdivision in Delaware County:

Willie's first subdivision of part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Fifteen (15), Township Eighty Eight (88) North, Range five (5) West of the 5th P.M., and Part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Fourteen (14), Township Eighty Eight (88) North, Range Five (5) West of the 5th P.M.

and owners of property adjacent to said subdivision in Delaware County described as:

That part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Fifteen (15), Township Eighty Eight (88) North, Range Five (5) West of the Fifth P.M., Delaware County, Iowa, described as commencing at the Southwest corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section Fifteen (15), thence North 0 degrees 16 minutes West 60.0 feet to the point of beginning, thence North 0 degrees 16 minutes West 270.9 feet, thence East 482.4 feet, thence South 0 degrees 16 minutes East 270.9 feet, thence West 482.4 feet to the point of beginning, in Delaware County, Iowa, said parcel containing approximately 3.0 acres subject to road right of way and easements of record. The South line of said Section Fifteen (15) is assumed to bear due East and West.

WHEREAS, the undersigned have acted as the Rocky Heights Road Association in the past to provide for upkeep and maintenance and snow removal of the roads in Willie's first subdivision described as:

Lots Six (6), Sixteen (16), Nineteen (19), and Twenty (20) of Willie's First Subdivision of part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Fifteen (15), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, and part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Fourteen (14), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa.

and now desire to set forth in this document the Articles of said Association.

Now, therefore, for mutual considerations, it is agreed by and between the undersigned as follows:

FILE No. 8-2479 FILED FOR RECORD THE 23 DAY OF STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE \$ 45.00 Anril, 1990 AT 1:24 Joan Sheppard, Recorder
TRANSFER FEE \$ O'CLOCK P. M. BOOK 1 PAGE 255 Misc.

1. NON-PROFIT ASSOCIATION

This organization is strictly a non profit voluntary association and is not to be 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. The Holroyd property shall be considered an improved lot for purposes of this Association. All joint owners of an improved lot shall be considered one member and entitled to one vote.

3. OWNERSHIP

Rocky Heights Road Association is currently the owner of, and shall continue to be the owner of the roads in Willie's first subdivision 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 maintenance provided for in paragraph three (3) above. 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

In the event that any of the unimproved lots in the subdivision are improved after the date of this Agreement, then said lot owner as of the date of the next annual meeting after the improvements are completed shall 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 delinquent 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.

Signed and dated by the undersigned on the dates set forth below:

LOT 1

Gerhard P. Anderson

Leta Anderson

State of Iowa)
County of Delaware) ss

On this 12th day of 12 April, 1990, before the undersigned, a Notary Public in and for said County, in said State, personally appeared Gerhard P. Anderson and Leta Anderson to me known to be the identical persons named in and who executed the within and foregoing instrument to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Donald B. Stevenson

Notary Public in and for said County

Date: 4-12-90

Date: 4-12-90

LOT 2

Kevin D. Toms

Jackie Toms

State of Iowa)
County of Delaware) ss

On this 11th day of April, 1990, before the undersigned a Notary Public in and for said County, in said State, personally appeared Kevin D. Toms and Jackie Toms to me known to be the identical persons named in and who executed the within and foregoing instrument to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Donald B. Stevenson

Notary Public in and for said County

Date: 4/11/90

Date: 4-11-90

LOT 3

David L. Weatherwax
DAVID L. WEATHERWAX

DATE: 4-11-1990

Mary J. Weatherwax
MARY J. WEATHERWAX

DATE: 4-11-90

State of Iowa, County of Delaware. ss:

On this 11th day of April, 1990, before the undersigned, a Notary Public in and for said County, in said State, personally appeared David L. Weatherwax and Mary J. Weatherwax to me known to be the identical persons named in and who executed the within and foregoing instrument to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Donald B. Stevenson

NOTARY PUBLIC IN AND FOR SAID COUNTY

LOT 4, LOT 5

James V. Graybill
JAMES V. GRAYBILL

DATE: 4-11-90

Patricia A. Graybill
PATRICIA A GRAYBILL

DATE: 4-11-90

State of Iowa, County of Delaware. ss:

On this 11th day of April, 1990, before the undersigned, a Notary Public in and for said County, in said State, personally appeared James V. Graybill and Patricia A Graybill to me known to be the identical persons named in and who executed the within and foregoing instrument to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Donald B. Stevenson

NOTARY PUBLIC IN AND FOR SAID COUNTY

LOT 9

Robert W. Spoerl Date: 4/6/90

State of Iowa)
County of Delaware) ss

On this 16 day of 8 April, 1990, before the undersigned, a Notary Public in and for said County, in said State, personally appeared, Robert W. Spoerl to me known to be the identical person named in and who executed the within and foregoing instrument to which this is attached, and acknowledged that he executed the same as his voluntary act and deed.

Donald B. Stevenson
Notary Public in and for said County

LOT 10

Lisa Marie Becker Steiken Date: 4/11/90

David A Steiken Date: 4/11/90

State of Iowa)
County of Delaware) ss

On this 11th day of April, 1990, before the undersigned, a Notary Public in and for said County, in said State, personally appeared, Lisa Marie Becker Steiken and David A Steiken to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Donald B. Stevenson

Notary Public in and for said County

LOT 11

Victor L. Pugh
VICTOR L. PUGH

DATE: 4-12-90

Lori A. Pugh
LORI A. PUGH

DATE: 4-12-90



State of Iowa, County of Delaware. ss:

On this 12th day of April, 1990, before the undersigned, a Notary Public in and for said County, in said State, personally appeared Victor L. Pugh and Lori A. Pugh to me known to be the identical persons named in and who executed the within and foregoing instrument to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Donald B. Stevenson
Donald B. Stevenson
NOTARY PUBLIC IN AND FOR SAID COUNTY

LOT 7

Leslie L. Shaw
LESLIE L. SHAW

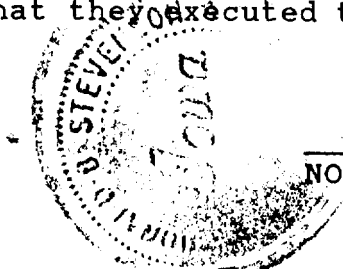
DATE: 4-11-90

Julie A. Shaw
JULIE A. SHAW

DATE: 4-11-90

State of Iowa, County of Delaware. ss:

On this 11th day of April, 1990, before the undersigned, a Notary Public in and for said County, in said State, personally appeared Leslie L. Shaw and Julie A. Shaw to me known to be the identical persons named in and who executed the within and foregoing instrument to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.



Donald B. Stevenson
Donald B. Stevenson
NOTARY PUBLIC IN AND FOR SAID COUNTY

East 1/2 of LOT 13, LOT 14, LOT 15

Vaughn L. Paragamian
VAUGHN L. PARAGAMIAN
DATE: 13 April 1990

State of Idaho, County of Kootenai, ss:

On this 13 day of April, 1990, before the undersigned, a Notary Public in and for said County, in said State, personally appeared Vaughn L. Paragamian to me known to be the identical person named in and who executed the within and foregoing instrument to which this is attached, and acknowledged that he executed the same as his voluntary act and deed.

Cecil Kelly
CECIL KELLY
NOTARY PUBLIC IN AND FOR SAID COUNTY
ELIZABETH A. PARAGAMIAN
DATE: 18 April 1990

State of Iowa, County of Delaware. ss:

On this 18 day of April, 1990, before the undersigned, a Notary Public in and for said County, in said State, personally appeared Elizabeth A. Paragamian to me known to be the identical person named in and who executed the within and foregoing instrument to which this is attached, and acknowledged that she executed the same as her voluntary act and deed.

Donald B. Stevenson
NOTARY PUBLIC IN AND FOR SAID COUNTY

LOT 17

Charles Werner
CHARLES WERNER

DATE: 4/11/90

State of Iowa, County of Delaware. ss:

On this 11th day of April, 1990, before the undersigned, a Notary Public in and for said County, in said State, personally appeared Charles Werner to me known to be the identical person named in and who executed the within and foregoing instrument to which this is attached, and acknowledged that he executed the same as his voluntary act and deed.

Donald B. Stevenson
Donald B. Stevenson

NOTARY PUBLIC IN AND FOR SAID COUNTY

Three acres in the NE 1/4 of the SE 1/4 Section 15.

Russell S. Holroyd
Russell S. Holroyd

Wendy L. Holroyd
Wendy L. Holroyd

State of Iowa, County of Delaware. ss:

On this 11th day of April, 1990, before the undersigned, a Notary Public in and for said County, in said State, personally appeared Russell S. Holroyd and Wendy L. Holroyd to me known to be the identical persons named in and who executed the within and foregoing instrument to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Donald B. Stevenson
Donald B. Stevenson

NOTARY PUBLIC IN AND FOR SAID COUNTY