

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

Russell Holbrook, Secretary LRA

Russ Holbrook, Secretary a/k/a Russell Holbrook
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
19 day of July, 2006 by Russ Holbrook,* Secretary of the Logan Road Association.

*a/k/a Russell Holbrook

Dennis Irwin Wood
Notary Public

DENNIS Irwin Wood

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DEBORAH L. PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ARTICLES OF ASSOCIATION
OF
LOGAN ROAD ASSOCIATION

We, the undersigned, hereby associate ourselves for the purpose and pursuant to the conditions hereinafter recited, and we declare that this Association shall be know as Logan Road Association:

1. The parties hereto are record owners or tenants of owners of lots in Logan's Subdivision located in Sections Fourteen (14) and Twenty-three (23) of Township Eighty-eight (88) North, Range Five (5), West of the 5th PM in Delaware County, Iowa. That said owners and tenants have heretofore been granted certain rights of access to their respective lots in the subdivisions referred to above and also in a portion of Section Fifteen (15) in the same township in Delaware Country, Iowa.
2. The access roads or lanes referred to herein are private in character, are not open to the public, and it is the express intention of the members of this Association that said access roadways or lanes shall be utilized solely by owners and tenants of the lots referred to above and on occasions by invited guests of such owners and tenants.
3. For the mutual consideration of the parties it is agreed hereto as follows:
 - (a) This Association is a non-profit organization and it shall not become a corporation or a partnership. No member of the Association shall be responsible or accountable for the debts of any other member of this Association except a pro rata assessment for a share of expenses as provided herein.
 - (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 principal function of this Association shall be providing through agreement with an independent contractor or contractors for reasonable maintenance of the access roads or lanes referred to above. It is not intended that such roads or lanes shall be constructed to public highway standards but rather they shall have sufficient maintenance to permit reasonable access to the lots of the members of the Association during the periods of the year access should be permitted.

(e) The existing roadways are private in character and are not intended for public use. An appropriate sign or signs warning against trespass shall be erected and maintained at the discretion of the Board of Directors.

(f) In order to maintain maximum security and privacy, the owners or tenants on any branch of the private roadway system may at their own expense erect and maintain a locked security gate. Such a gate shall be located so as not to interfere with vehicular traffic on the common roadway. The common roadway is that portion of the easement required to permit vehicles to travel from the public county road to any branch of the private roadway system as shown on the recorded easement plat.

(g) In order to provide funds for the purposes recited above the Board of Directors to be selected in the manner hereinafter stated shall provide for equitable assessments from the owner or renter of the lots referred to above, it being the intention of the parties that each of the owners or families owning or utilizing an area for dwellings purposes shall share equitably in the cost of providing for the maintenance and improvements to be undertaken by this Association in the future.

The manner and the amount of assessments shall be determined from time to time by the Board of Directors of the Association.

(h) Any major improvements or changes in the road surfacing or maintenance program must first be approved by a quorum for the conduct of business of not less than 50% of the members "present" at a regular called meeting. As a standard for future guidance the members agree and state that the manner in which the roadways or lanes have been maintained during the part three (3) year period is a satisfactory standard and one which they desire continued.

(i) All funds belonging to the Association shall be kept on deposit in the Farmers & Merchants Savings Bank of Manchester, Iowa, which bank is hereby designated as depository for the Association.

(j) Should any member of this Association transfer title to a lot owned by him or assign his interest in any lease on any lot covered by this agreement, then this agreement shall be binding on the future owner or assignee who shall automatically become a member of this Association subject to all of the conditions of this agreement, including the payment of assessments. Notice of the sale or transfer of any lot or assignment of lease of any lot shall be given in writing addressed to this or such other address as may be designated by the Association.

(k) At the first annual meeting of the Association a five (5) member Board of Directors shall be chosen to administer the affairs of the Association. Thereafter by lot one (1) member shall be designated to serve for one (1) year, two (2) members shall serve two (2) years, and three (3) members shall serve three (3) years. Thereafter at each annual meeting to be held in June, the vacancy or vacancies shall be filled for a three (3) year term by a vote of a majority of the members present. Each lot on which

a cabin in erected or maintained shall be entitled to one (1) vote. A quorum for the conduct of business shall consist of not less than 50% of the members "present" at a regular called meeting.

(l) An annual meeting an election of the officers of the Association shall be held during the month of June each year. The date of the meeting shall be selected by the Board of the Association and mailed to each member not less than ten (10) days prior to the date of such meeting.

(m) These Articles may be amended at any regular or special meeting of the members of the Association called for that purpose by a majority of the total membership present.

(n) Officers of the Association shall consist of a Chairman and Secretary and Treasurer who may be elected at each annual meeting.

(o) The Treasurer 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.

4. An organizational meeting of this Association was held on the Marvin Logan property on May 28, 1978, and the following Directors were selected:

James Graham, Lot 5 North Shore

Richard Trefz, Lot 4 North Shore

Gary Manson, Lot 4 South Shore

Daniel McElligott, Lot 10 South Shore

Ralph Kinkead, Lot 21 South Shore

An organizational meeting of the Directors resulted in the election of Ralph Kinkead, Chairman, and James Graham, Secretary-Treasurer, to serve until the next annual

5. This Association shall be considered organized May 28, 1978.

[illegible]