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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared by ^{CHG} Tom Jenk, P.O. Box 304, Dyersville, IA 52040-0304 (563) 875-9112
& RETURN TO

ARTICLES OF INCORPORATION
OF
CEDAR ACRES CABIN OWNERS ASSOCIATION

TO: Secretary of State
STATE OF IOWA

WE, the undersigned property owners under Chapter 504 of the Code of Iowa Nonprofit Corporation Act, hereby adopt the following Articles of Incorporation for such Association.

ARTICLE I – NAME

The name of the Association is **CEDAR ACRES CABIN OWNERS ASSOCIATION**, hereinafter called the "Association".

ARTICLE II – REGISTERED AGENT & ADDRESS / DURATION

The initial Registered Agent is Patrick Saunders and the address of the initial Registered Agent of Cedar Acres Cabin Owners Association is 25998 214th Avenue Delhi, Delaware County, Iowa, 52223.

The duration of this Association shall be twenty (20) years.

ARTICLE III – PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the management, maintenance, and control of road easements and well and water agreements and easements, common beach areas within Cedar Acres Subdivision, and general maintenance of roads and ditches of said subdivision and to serve as agent for the co-owners of

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the multi-lot well water system located within said subdivision and to otherwise generally promote the health, safety and welfare of the residents within the above described property and for this purpose to:

a. Exercise all of the powers and privileges and to perform all the duties and obligations of the Association applicable to the property and duly approved by the Members and that same may be amended from time to time by majority vote of the Members.

b. The Association may acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use of, otherwise dispose of real or personal property in connection with the affairs of the Association.

c. Participate in mergers and consolidations with other nonprofit Associations organized for the same purpose.

d. Have and exercise any and all powers, rights and privileges which an Association organized under the Iowa Non-profit Association Act by law may now or hereafter have or exercise.

e. No building shall be erected closer than two feet from any lot line. All buildings and structures shall be maintained and kept in a reasonable state of repair so as not to detract from the desirability and beauty of adjoining lots.

f. To own, acquire, build, operate and maintain streets and other central and appurtenant installations for service utilized by its members;

g. To maintain the landscape, amenities and buildings;

h. To pay taxes and assessments, if any, on the common property and facilities;

i. To purchase insurance for the protection of the Association and its members;

j. To make and amend reasonable rules and regulations respecting the maintenance and use of the property;

k. To control the aesthetics of the property;

l. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the owners and residents of the property;

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m. To own, acquire, build, operate and maintain water supply and distribution system. If any member or members would like to hook up to the year round water supply it would be at their own expense, not at the expense of the Association;

n. That the Association shall also be responsible for maintaining roads, road ditches and garbage collection;

o. Nuisances: No noxious or offensive activity shall be carried on, in or upon any premises nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

p. Maintenance of Lots: All lots and Association property, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right to do so, the cost of which shall be assessed to the Owner and become a lien upon the lot by the Association filing a Notice of Lien with the Delaware County Recorder. Neither the Association nor any of its agents, employees or contractors shall be liable for trespass or any damage which may result from such work.

q. Lot Appearance: No owner shall accumulate on his lot junked vehicles, litter refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefore by the owner and if outside, shall be properly screened.

r. Common Properties: That the Association has a right as provided in this agreement to make reasonable rules and regulations with respect to the common properties and to suspend enjoyment rights of any Association Member or Owner for any period of time during which any assessment against said property owner remains unpaid or for any infraction of the Association's rules and regulations.

s. Animals: Lot owners shall have the right to keep domestic animals as pets, such as dogs or cats, but shall keep the same under control at all times so as not to endanger or become a nuisance to persons occupying premises adjacent to or near such lot.

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t. Assessments: That there shall be an assessment for the maintenance and repairs of the Association property, which includes the well, the road, any common areas, as well as garbage collection. The members agree to pay the sum of \$150.00 on or before April 1, 2006. Thereafter the assessment for each year shall be set at the annual meeting of the Association. There may be special assessments for any major projects approved by a majority vote. (Example: paving road, replacing well, etc.) Said assessments shall be paid by April 1st each year thereafter. That there shall be an assessment and the effect of nonpayment of the assessment, the lien, shall be the personal obligation of the owner. If any assessment is not paid on the date when due, such assessment thereon shall become delinquent and from and after the time when the Association shall have filed against the delinquent property owner with the Delaware County Recorder an appropriate instrument setting forth such delinquency, such assessment, together with interest thereon and cost of collection shall become a continuing lien upon the property against which such assessments are made and shall be binding on said property of said owner, his heirs, representatives, successors and assigns. The personal obligation of the then owner to pay such assessment shall remain as a personal obligation for the statutory period and shall pass to his successors in title.

That this delinquent assessment shall bear interest at the highest rate of legal interest rate chargeable to the individual from the date of delinquency. The Association may bring either an action at law against the person personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include interest as provided by law and reasonable attorney fees to be fixed by the Court, together with the costs of such action.

Notwithstanding any other provisions of this agreement, the Association shall not conduct or carry on activities not permitted to be conducted or carried on by any organization exempt under Section 501(c)(3) of the Internal Revenue Code, as amended, or by any organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, as amended.

As a means of accomplishing the foregoing purposes, the Association shall have all of the general powers set forth in Chapter 504 of the Iowa Code, and as it may hereafter be amended. These general powers shall be exercised exclusively for the attainment of the purposes of the Association as set forth in this Article.

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ARTICLE IV – DEFINITION

The following words and terms when used in this Declaration or any Supplemental Declaration shall have the following meaning:

- a. “Association” shall mean and refer to “Cedar Acres Cabin Owners Association.”
- b. “Existing Properties” shall mean and refer to the real estate as shown on the attached Exhibit “A” hereto attached and made part of this agreement.
- c. “Common Properties” shall mean any real property and improvements thereon and any personal property or equipment with respect to which the Association owns, has title to, interest in, or rights of use, and/or any replacement of or for any of the foregoing.
- d. “Owner” shall mean the record owner (whether one or more persons or entities) of a fee or undivided fee interest, including contract purchasers of any property situated upon the properties, but shall not include any such person or entity who holds such interest merely as a security for the performance of an obligation.
- e. “Member” shall mean all those owners who are members of the Association as herein provided.

ARTICLE V - MEMBERSHIP

Every person or entity who is a record owner of a fee, or undivided fee, interest in any property which is subject to this agreement shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any property, which is subject to assessment, by the Association.

Each owner (whether one or more persons or entities) of said property shall be a member of this Association and have one vote no matter how many lots they own, and one vote only.

ARTICE VI – VOTING RIGHTS

Members shall be all those owners as defined per the attached sheet. Each owner (whether one or more persons or entities) who is a

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record owner of a fee or undivided fee interest in any property shall be entitled to one vote.

ARTICLE VII – BOARD OF DIRECTORS

A Board of three (3) who must be members of the Association (a property owner) shall manage the affairs of the Association. The following are the names and addresses of the persons who are to constitute the initial Board of Directors until the next annual meeting:

President: Patrick Saunders 134 North 4th Street, Eldridge, IA 52748

Secretary: Cheryl Kinnaird 135 Grand Avenue, Marion, IA 52302

Treasurer: Michelle Carton 2691 – 185th Street, Earlville, IA 52041

The owners of the lots described herein shall meet annually and designate one owner to act as President, another owner to act as Secretary, and another owner to act as Treasurer of the Association. The President shall be in charge of calling all special or annual meetings and shall make decisions for the Association as needed. The Secretary shall take minutes of all special or annual meetings, and shall keep all records of the Association. The Treasurer shall keep track of the amount of the assessments and the date that each assessment is paid, shall be responsible for the collection of any delinquent assessments, shall maintain the Association bank account(s), and shall pay all bills and any other costs or expenses incurred in a timely manner.

ARTICLE VIII – ANNUAL MEETING

The parties agree to meet in June of each year with the first annual meeting to take place in June of 2006. The President shall set the date of the meeting, and notice shall be mailed to each lot owner at least ten (10) days prior to the annual meeting. In addition, in the event that a special meeting is needed, the President shall set the date of said meeting and shall mail notice to each lot owner at least twenty (20) days prior to said meeting. The basis for the special meeting shall be stated in the notice and lot owners may vote by way of proxy.

ARTICLE VIX - INCORPORATORS

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The incorporators of this Association are the owners of the real estate listed on the attached Exhibit, "A" which is a list of the owners in Cedar Acres Subdivision.

ARTICLE X – EXEMPTION OF PRIVATE PROPERTY

Consistent with §504.202 of the Iowa Code, the members of the Association shall be exempt from all debts, obligations and liabilities of the Association of any kind whatsoever and directors, officers, members and other volunteers of this Association shall not be personally liable in that capacity for a claim based upon an act or omission of the person performed in the discharge of the person's duties, except for a breach of the duty of loyalty to the Association, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit. If Iowa law is hereafter changed to mandate or permit further elimination or limitation of the liability of the Association's directors, officers, employees, members and volunteers, then the liability of the Association's directors, officers, employees, members and volunteers shall be eliminated or limited to the full extent permitted.

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ARTICLE XI – DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon dissolution or final liquidation of the Association, other than incident to a merger or consolidation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Association, dispose of all of the remaining assets of the Association exclusively for the purpose(s) of the Association set forth in the foregoing Articles in such a manner or to such organization(s) operated exclusively as charitable organizations which would then qualify under the provisions of §501(c)(3) of the Internal Revenue Code, as amended. Any such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of the Association is then located, exclusively for such purposes or to such organization(s) as said District Court shall determine which are organized exclusively for such designated purpose(s).

ARTICLE XII – DATE OF CORPORATE EXISTENCE

Corporate existence shall begin on the date on which the Secretary of State issues the Acknowledgment of Document filed.

ARTICLE XIII – PURPOSE

That the purpose of this Association is to acquire, hold, use, manage, control, repair and maintain certain drainage systems, open spaces, roads, wells, and water systems located within Cedar Acres Subdivision and to raise funds required for the conduct of its affairs which constitute liens in favor of the Association until paid which liens shall be foreclosed as mortgages or other liens to the extent permitted by law. That said Association shall fix, levy, collect and enforce payment by any lawful means, all charges or assessments, pursuant to the terms of this agreement. Said Association shall pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges lived or imposed, if any, against the property of the Association.

ARTICLE XIV – NO PRIVATE INUREMENT

No part of the net earnings shall inure to the benefit of any director or officer of the Association or any private individual (except that reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes). No director or officer of the Association, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Association.

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ARTICLE XV – OWNERS

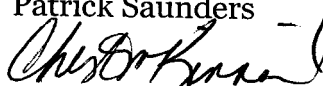
See attached sheet marked Exhibit A and made a part hereof of the list of property owners in the Cedar Acres Subdivision.

That all owners listed and attached to this property owners agreement shall have the present easement to the well, road, and common beach areas. That it shall be perpetual to the heirs and assigns.

This agreement shall be binding upon the parties hereto, their heirs, successors, administrators, agents and assigns, and shall run with the land until terminated by the provisions of this agreement.

Dated this 2nd day of October, 2005.


 Patrick Saunders President

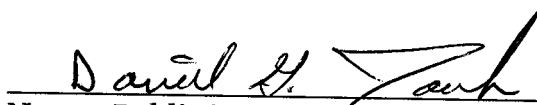

 Cheryl Kinnaird Secretary


 Michelle Carton Treasurer

STATE OF IOWA)
) ss:
 COUNTY OF DELAWARE)

On this 2nd day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Patrick Saunders,
Cheryl Kinnaird, and
Michelle Carton, to me known to be the persons named in and who executed the foregoing instrument as their voluntary act and deed.

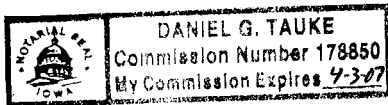



 Notary Public in and for the State of Iowa

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12. Lot 13 B	George and Cheryl Kinnaird	Book 5 Page 94
Lot 13 C	George and Cheryl Kinnaird	Book 5 Page 94
Lot 15	George and Cheryl Kinnaird	Book 5 Page 94
Lot 19 ex Parcel F	George and Cheryl Kinnaird	Book 5 Page 94
Lot 20	George and Cheryl Kinnaird	Book 5 Page 94
Lot 22	George and Cheryl Kinnaird	Book 5 Page 94
Lot 23	George and Cheryl Kinnaird	Book 5 Page 94
	<u>George Kinnaird</u>	<u>Cheryl Kinnaird</u>
		2005 / 3796
13. Lot 14	Tim and Sue Larson	Book 2 Page 21
	<u>Tim Larson</u>	<u>Sue Larson</u>
14. Lot 16	Edwin F. and Terrie Ruth Sanger	Book 2000 Page 3648
	_____	_____
15. Lot 17	Darlene Sinkey	Book 123 Page 225
	<u>Darlene Sinkey</u>	_____
16. Lot 18	Terrance M. and Mary A. Sweeney	Book 2002 Page 2616
	<u>Terrance M. Sweeney</u>	<u>Mary A. Sweeney</u>
17. Lot 21	Cornelius A. & Georgia J. Van Berkum	Book 2002 Page 2313
	<u>Cornelius A. Van Berkum</u>	<u>Georgia J. Van Berkum</u>

Subscribed to and sworn before me by the above named individuals between the dates of October 2nd, 2005, and December 30th, 2005.



Daniel G. Tauke
Notary Public in and for the State of Iowa

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THE FOLLOWING PROPERTY IS LOCATED IN CEDAR ACRES SUBDIVISION
IN DELAWARE COUNTY, IOWA

Lot 7

Daniel G. Tauke and Susan M. Tauke

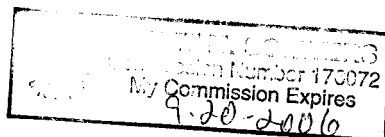
Book 2000 Page 1379

Daniel G. Tauke

Susan M. Tauke

That the above stated signatures have been subscribed to before me on
December 30th, 2005.

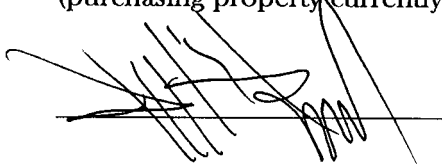
Janet M. Schaefer
Notary Public in and for the State of Iowa



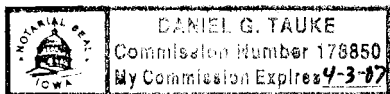
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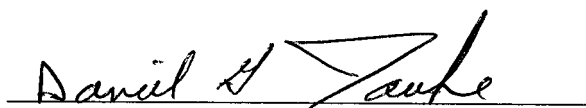
The following property is located in Cedar Acres Subdivision in Delaware County, Iowa:

Lot 16 Doug Happel and Ann Happel
(purchasing property currently owned by Edwin F. and Terrie Ruth Sanger)



19th day of March, 2006. Subscribed and sworn to before me by Doug Happel and Ann Happel this




Notary Public in and for the State of Iowa

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