



Book 2021 Page 4309

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Daneen Schindler, 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 Ledge View Road Association

WHEREAS, Philip A. Neuhaus and Olivia Neuhaus, husband and wife own the following described real estate:

Lots Two (2), Three (3) and Four (4) of Ledge View Subdivision A Subdivision of Lot 5, Lot 6, Lot 7, Lot 8 & Lot 9 of the Subdivision of Lot 121 of Clair-View Acres and of Parcel 2019-86 in the SE¼ of Section 23, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to the plat recorded in Book 2020, Page 3099

WHEREAS, Donald K. Brady and Heather A. Brady, husband and wife own the following described real estate:

Lot One (1) of Ledge View Subdivision A Subdivision of Lot 5, Lot 6, Lot 7, Lot 8 & Lot 9 of the Subdivision of Lot 121 of Clair-View Acres and of Parcel 2019-86 in the SE¼ of Section 23, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to the plat recorded in Book 2020, Page 3099

WHEREAS, Rick L. Maddux and Joyce A. Maddux, husband and wife own the following described real estate

Lot Five (5) of Ledge View Subdivision A Subdivision of Lot 5, Lot 6, Lot 7, Lot 8 & Lot 9 of the Subdivision of Lot 121 of Clair-View Acres and of Parcel 2019-86 in the SE¼ of Section 23, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to the plat recorded in Book 2020, Page 3099

NOW THEREFORE in consideration of their mutual promises and performances, obligations and rights created herein and in consideration of the mutual benefits to be delivered by all of the parties hereto, it is agreed as follows:

2020-4724
2020-4844
2019-3318

1. NON-PROFIT ASSOCIATION. This organization is strictly a non-profit voluntary association and is not to be deemed a corporation, company or partnership for any purpose.

2. MAINTENANCE. The Association shall provide all necessary upkeep, maintenance and snow removal for Ledge Drive depicted in the plat of Ledge View Subdivision recorded in Book 2020, Page 3099.

3. MEMBERSHIP. The owner(s) 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. In the event paving Ledge Drive is considered then each lot owner whether improved or unimproved shall be entitled to one vote.

4. 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 Ledge View 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. The decision to pave Ledge Drive shall be established and assessed in the same manner.

5. 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 hand delivered or mailed to the members of the Association by regular mail or email 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 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.

6. 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.

7. 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 then provide written notice hand delivered or mailed to the members of the Association by regular mail or email 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.

8. 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 assessment provided for in these Articles and shall become a voting member of the Association.

9. DEFAULT. Any assessment not paid within one month after the date of the annual meeting shall draw interest at the maximum legal rate allowed by law. In the event the Association retains legal counsel to collect any delinquent assessment, the owner shall be liable for reasonable attorney's fees and costs incurred by the Association for collection, which reasonable attorney's fees and costs may be added to the lien provided below.

Any delinquent assessment shall be a lien against the real estate for which the assessment is owed, in addition to being a personal obligation of the owner of the real estate at the time the assessment becomes delinquent. The Association may file a Notice of Lien on the real estate in the County Recorder's Office at any time an assessment becomes delinquent, and such Notice shall constitute a valid lien against the real estate. The lien may be enforced through an action in the Iowa District Court against the owner personally obligated to pay the assessment.

Any owner with a delinquent assessment is not eligible to vote until they become current. While delinquent, for voting purposes it is as if that real estate did not exist.

10. AMENDMENTS. These Articles of Association may be amended by the signature vote of a majority of the owners. Any such amendment must be recorded in the records of the Delaware County Recorder.

11. EASEMENT AGREEMENT. Each owner of property in Ledge View Subdivision including any relatives, tenants, guests, and invitees are entitled to non-exclusive use of Ledge Drive for ingress and egress.

12. SUCCESSORS AND ASSIGNS. The provisions herein shall be perpetual and be binding upon all heirs, successors and assigns of the parties hereto.

Dated this 15th day of September, 2021.

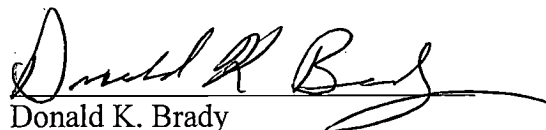


Phillip A. Neuhaus

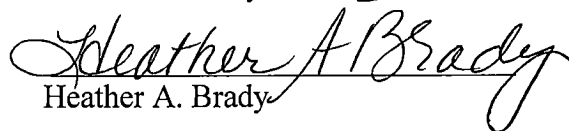


Olivia Neuhaus

Owners of Lots 2, 3, and 4



Donald K. Brady



Heather A. Brady

Owners of Lot 1

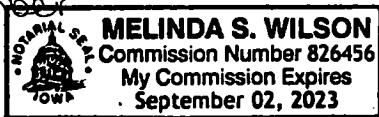

Rick L. Maddux


Joyce A. Maddux

Owners of Lot 5

STATE OF IOWA, COUNTY OF DELAWARE

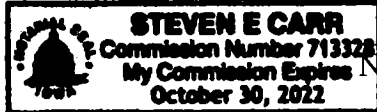
Subscribed and sworn to before me by Phillip A. Neuhaus and Olivia Neuhaus this 7 day
September, 2021.
~~December~~

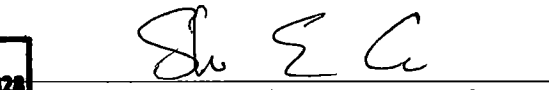



Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE

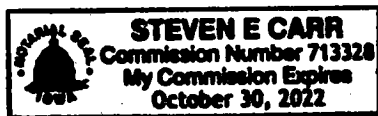
Subscribed and sworn to before me by Donald K. Brady and Heather A. Brady this 24th day of
September, 2021.
~~November~~

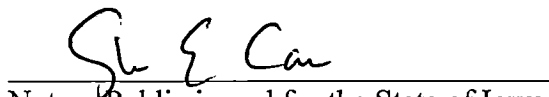



Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE

Subscribed and sworn to before me by Rick L. Maddux and Joyce A. Maddux this 15th day of
September, 2021.




Notary Public in and for the State of Iowa