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**Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA**

Prepare + return to Cindy Bandy-24244 204th Ave. Manchester IA 52057
Amended and Restated Articles of Association

Whereas the members of the Logan Road Association (hereinafter also the "Members") have previously associated and organized themselves as a non-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, 204th Avenue and Kayak Court, 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 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 nonprofit association, namely the Logan Road Association, and to substitute these Amended Articles of Association in place of terminating any and all prior Articles of Association 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 with 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 as joint tenants, tenants in common or otherwise, or held by a trust or other entity, the several owners of the same real estate property shall be collectively accorded one (1) 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 Members. The term of a Director so elected shall expire with the conclusion of the ordinary term of the Director replacement.
- a. **Officers:** The Association shall have officers, including a President, Secretary and Treasurer. The officers shall be elected by the Board of Directors. 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:
- i. **President:** The president shall be the principal executive officer of the Association and shall in general supervise and control all the business and affairs of the Association, subject to the general powers of the 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 the President and such other duties as may be prescribed by the Board of Directors from time to time.
 - i. **Secretary:** The Secretary shall prepare and keep the minutes of the shareholders and of the Board of Director 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 custodian of the corporate records; shall authenticate records of the Association when required; keep a register of the post office addresses 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.
 - i. **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 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.

4. **Audits and Vote Counting:**

- The association will conduct an audit with each replacement of the treasurer and/or at the request of an officer or a majority of the members of the association. The audit will

be conducted by the President, Secretary and an elected association member. The audit will be conducted within 10 days for either a requested audit and/or the replacement of the treasurer. The board of directors may also ask an association member to help count votes at the annual for accuracy.

5. 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 as an entry shall be made with as little inconvenience to the low owner(s) as practicable. Members shall fully and reasonably cooperate with the Association in its performance of duties under these Articles.

6. Depository

- The current bank is Merchants Savings Bank of Manchester (aka F & M Bank of Manchester)

7. Meetings: The annual meeting of the Logan Road Association shall be held by June 30th each year. The time and location of the meeting shall be determined by the Board of Directors and published to the Members in written notice, which will be by email, 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 shall be given to the Members electronically, such as by email, shall be deemed sufficient and adequate notice for the purpose of holding meetings of the Association.

- 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 the board.
- In the event the landowner is unable to vote in person, they may choose a person to be their proxy. This proxy information must be provided to the board prior to a vote. The information must be provided in writing or by email by the member within 30 days prior to a vote.
- In the event a member is not up to date on their dues as governed by the Member's right to vote shall be suspended until any unpaid dues are brought current. This would also include any late fees assessed by the Board of Directors.

8. Assessments: The members shall timely pay the following assessments to the Association:

- General Assessments:
 - o 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, black top, concrete, grading shoulder rock, other routine surface work and snow removal as well as for the administrative expenses and liability insurance, if incurred. General assessments shall be for the purpose of funding current as well as future maintenance and repairs. Special Assessments for Regular, Usual or Routine Maintenance or Repair:

1. 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.
 2. 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 to pay expenses for removal of snow from the common roads.
 3. In determining what is regular, usual and 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.
 4. Special Assessments for Major Improvements;
The Association may levy, in any assessment year, a special assessment to pay for the cost of any major improvements or changes, including but not limited to paving or drainage improvements, to the common roads. Such assessment shall require the affirmative vote of a majority of all 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.
- Effective 2021 the general assessment shall be Four hundred dollars (\$400.00) which may be increased by the Board of Directors from time to time, in its sole discretion, to meet the anticipated or actual obligations of the Association. The annual assessment period shall be June 1 to May 31 of each year, and assessments shall be due by the Association no later than July 1 of each year.
 - Assessments shall be subject to a late charge of \$25.00 if not paid by July 1 as noted above and shall be imposed by the Board of Directors at 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 penalty shall be applied against the Member. The Board's decision, however, shall be final on this matter.
 - The annual assessments provided herein shall commence to all lots immediately effective upon approval of these Articles.
 - 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 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 on record, to enforce, and to release any such lien on behalf of the Association. Specifically, the Board may direct the President to:
 5. File a lien for unpaid assessment by recording an affidavit of such fact in the office of the Clerk of Delaware County District Court.
 6. Bring an action at law against the owner personally obliged to pay the assessment and/or foreclose the lien against the property.
 7. 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 action.

- Manner of Assessment(s)
 - o Members who own real estate property shall be assigned and pay one general assessment. This assessment will be regardless of any dwelling on the property.
 - o If multiple lots are owned, one assessment will be assessed unless you place a livable dwelling such as a camper, lease the property, shop, or place access to the lake such as a dock/lift. A livable dwelling would be defined as home, shop, tent, camper, motorhome and/or place a dock/lift

9. Repair

- o 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 than the financial responsibility of the Association generally. Repairs necessary to correct such damage and return the common roads to their prior condition shall likewise be the financial responsibility of the Member to whom such damage is attributable.
- o 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.

10. Rights reserved to gate:

- o To maintain maximum security and privacy to the Members, the Members 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 the common roads. Such gates shall be installed located off the common roads. Such gates shall be installed located off the common roads and installed and operated as to not obstruct or risk interference with or damage to the common roads or the vehicular traffic on the common roads.

11. Notice of Intended Sale or disposition;

- o 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 30 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.

12. Liability:

- o 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.

13. General

- o This association shall not become a corporation or a partnership.
- o The Association shall not own any property except funds collected through assessment as provided herein.
- o 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.
- o 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.

- o 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 distribution of income to its members, directors or officers except that directors and officers may be reimbursed for expenses while conducting the affairs of the Association.
- o 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. No such distribution shall not be deemed to be a dividend or distribution of income.

14. No commercial business(s) will be allowed that would cause additional traffic in/out of the common roads. This would include RV and/or campgrounds.

15. Effective July 1, 2026, properties rented by Airbnb, VRBO and/or other such rentals shall pay the annual road dues for each property plus an additional two times the annual amount. This fee will be utilized to help cover the additional wear and tear to the roads due to increased traffic. (For example: \$400.00 plus \$800.00 for a total of \$1,200)

16. Any new requests for a new road to be placed will need to be approved by the Board of Directors. The cost of the new road would be the responsibility of the landowner and/or member.

17. Effective July 2026, new builds on a property that have not previously paid the annual dues would be subject to a road use fee of \$3,000 upon the start of construction of a new home. This fee is assessed to provide maintenance to the common roads during construction on the property. This fee is in addition to the annual assessment fee. This would be a one-time fee.

18. Additional housing developments within Logan Association would need approval by the Board of Directors. If approved, the \$3,000 construction assessment would be for each new dwelling and/or lot in addition to the annual road assessment to be paid even if the dwellings are not completed and/or have been sold. This assessed fee is to provide maintenance to the common roads during construction on the said property.

19. 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.

Approved and authorized on this 10th day of August, 2026.

Tina Taylor

President, Logan Road Association

Sarah Kluesner

Director

Cindy Bandy

Director

Amy M. Klinck

Director

Tricia Hurlahan

Director



Dawn Recker