

4.3.10

Wolf Creek Home Owners Association

Wolf Creek Home Owners Association

PL Book 6  
HW 52335

This document prepared by Brian McLeod - 3220 Grey Wolf - Hiawatha, IA 52223

**REVISED AND SUBSTITUTED BY-LAWS  
Of  
WOLF CREEK HOME OWNERS' ASSOCIATION OF THE CITY OF HIAWATHA, IOWA**

**ARTICLE I  
NAME**

This organization shall be known as the Wolf Creek Home Owners' Association of the city of Hiawatha, Iowa hereinafter referred to as the "Association."

**ARTICLE II  
PURPOSE**

The association is a non-profit organization established for the purpose of, but not limited to, the care and maintenance of any common area, of Wolf Creek Third through Eleventh (inclusive) Additions to the City of Hiawatha, Linn County, Iowa and such additional developments that may be developed adjacent to such additions by the Developer of Wolf Creek Additions. Such additional developments, by reference herein, are incorporated into and made a part of the Wolf Creek Home Owners' Association of the City of Hiawatha, Iowa upon the final plat of such additions being placed of record. Wolf Creek Home Owners' Association shall provide an architectural review committee, prepare consolidated accounting and file tax returns for the Home Owners' Association and provide such other services and provisions as may be desired by the members of the Association and as may be referenced in the Restrictive Covenants of the various addition.

**ARTICLE III  
GENERAL MEMBERSHIP AND VOTING RIGHTS**

The General Membership of the Association shall be open only to persons holding title to one or more lots in one of the above referenced additions.

In the event an owner of two lots adjacent to each other elects to combine both lots into a single lot with only one water connection with the intent of building a single home on the two lots, then for membership and voting purposes the Owner shall be deemed as having one lot. Should the Owner at a later date elect to separate the two lots then said Owner shall have a vote for each lot.

When two persons are the joint owners of one lot, both shall be General Members with each person having one-half of a vote. When a corporation, partnership, estate, trust, joint owners or other entity owns a lot, the owning entity shall select one individual to serve as the General Member representing the lot.

Only the General Members can vote on matters for consideration by the General Membership. Each General Member is entitled to one vote for each lot represented. A General Member will not be allowed to vote if any assessment against the General Member is due and owing.

"Person" is defined as any natural person, corporation, partnership, estate, trust or other entity. Persons who become holders of title of one or more of the lots in the above-described properties, or any portion thereof, shall immediately become General Members of the Association subject to the terms and conditions set forth herein.



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Fee Amt: \$52.00 Page 1 of 8  
Revenue Tax: \$0.00  
Instr# 200700004773  
Linn County Iowa  
JOAN MCCALMANT RECORDER

Whenever a General Member shall cease to own a lot or shall cease to own stock in a corporation that owns a lot, such General Member shall automatically be dropped from the General Membership of the Association.

A General Member shall have no vested right, interest or privilege in the assets, functions, affairs of franchises of the Association, or any right, interest or privilege which may be transferable inheritable, or which shall continue after his or her membership ceases, or while he or she is not in good standing. Such (if any) acquired interest shall remain vested and attached to the real estate and transferable to any subsequent purchaser only. Any disputed membership shall be resolved consistent with these By-Laws and by a majority vote of the General Membership.

#### **ARTICLE IV BOARD OF DIRECTORS**

**Section 1. Number of Directors:** The business and affairs of the Association shall be managed by a Board of Directors/Officers which shall consist of four officers. (President, Vice President, Secretary and Treasurer) All officers shall be elected by the Lot Owners at the annual Home Owners' Association meeting.

**Section 2. Powers of the Board:** The business and affairs of the Association shall be managed by the Board of Directors. Before executing any contract or incurring any expense in excess of Five Hundred & No/100 dollars (\$500.00), the Board shall obtain the approval of the majority of the Directors/Officers of the Association. Any expenditure above \$1,000 shall require approval of a majority of the membership. Nothing set forth herein precludes the President of the Association from executing such contracts necessary to protect the common interests or the property of Association members.

**Section 3. Regular Meetings:** The Board shall meet for the transaction of business during the first week of March each year at such time and place duly noticed to all Lot Owners.

**Section 4. Special Meetings:** Special meetings of the Board of Directors may be called by the President or by two (2) members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

**NOTICE OF MEETINGS:** Lot Owners shall be notified, in writing, of all general member meetings not later than ten days and not earlier than 30 days prior to such meetings.

**Section 5. Annual Report:** The Board of Directors, after the close of the fiscal year and prior to March 15 each year, shall provide General Members a report as to the condition of the Association, and its property and shall submit an account of the financial transactions of the past year.

**Section 6. Expenses:** All expenses associated with the Officer Positions and or management of the common area and or other duties of the Officers shall be reimbursed to Officers from the common funds of the Association. Due to the potential number of lots in the subdivision thereby creating excess work for one volunteer/elected person it may become necessary to employ part time outside accounting personnel.

**Section 7. Vacancies in Board:** Whenever a vacancy in the membership of the Board shall occur such position shall remain vacant until the next general election. In the event such vacancy creates an emergency situation then a special meeting may be held to seek a replacement for the vacated position.

## **ARTICLE V OFFICERS**

**Section 1.** The Officers of the Association shall be a President, Vice President, Secretary and Treasurer and shall be elected at the annual meeting with staggered terms. Such newly-elected Officers terms in office shall become effective at the close of the meeting in which they are elected.

**Section 2. President:** The President shall be the Chief Executive Officer.

**Section 3. Vice President:** The Vice President shall have such power and perform such duties as may be assigned to him by the Board of Directors or the President. In the case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

**Section 4. Secretary:** The Secretary shall keep the minutes of all proceedings of the Board of Directors, the General Membership meetings and of all committee reports and minutes provided by such committees to the Secretary. The Secretary shall perform all other duties assigned by the Board of Directors or the President.

**Section 5. Treasurer:** The Treasurer shall have custody of all common receipts, disbursements, funds and securities of the Association. The Treasurer shall, among other duties, be responsible for all income and expenses of the Home Owners' Association along with keeping records of same. The Treasurer shall then either prepare the income tax statements or provide such information to a suitable tax accountant selected by the Officers to perform such duties. The Treasurer shall perform all other duties assigned by the Board of Directors or the President.

**Section 6. Officer Terms:** The President and the Secretary shall be elected at the Annual Meeting held in even numbered years. The Vice-President and the Treasurer shall be elected at the Annual Meeting held in odd numbered years. Each Officer shall be elected for a two-year term.

## **ARTICLE VI MEETINGS OF GENERAL MEMBERS**

**Section 1. Annual Meetings:** There shall be an annual meeting the first week of each March of the General Membership (each lot Owner) of the Association at such time and place noticed by the President. The meetings shall be at such place as may be designated by the President with the first order of business the election of the Officers and thereafter the meeting shall be opened to the General membership meeting.

**Section 2. Special Meetings:** Special meetings of the General Members shall be held whenever called by the Board of Directors or by twenty-five percent (25%) of the General Members of record. Notice of each special meeting, stating the time, place and in-general terms the purpose or purposes thereof, shall be delivered to the last known address of all General Members at least ten (10) days and not earlier than (30) days prior to the meeting.

**Section 3. Proxy:** Every General Member may cast one vote, either in person or by written proxy, for each lot for which the General Member is an owner in possession subject to Article III above defining such membership and voting rights.

**Section 4. Quorum:** At any meeting of the General Members, a quorum (and for defining majority) shall consist of fifty-one percent (51%) of the members present.

**Section 5. Guests:** Guests are permitted at any meeting when accompanied by a member, provided that the number of such guests is, in the opinion of the President, reasonable.

## **ARTICLE VII MAINTENANCE**

**Section 1. Assessment of Maintenance and Operation Charges:** The Board of Directors shall have the right and power to subject the property described in Article II of this document to the cost of maintenance of any common areas and costs to operate the Association.

All maintenance charges will be assessed at the rate of each lot in the Association paying pro-rata share of maintenance cost based on the number of lots divided into the number of one for percentage of assessed charges for each member's pro-rata share of the total annual charges. Such charges shall be prorated for period of ownership if ownership is less than one year.

Each General Member shall pay to the Owners' Association, maintenance charges against his or her property in an amount to be determined at the annual membership meeting, with such payments used by the Association to create and continue a maintenance fund to be used by the Association as hereafter stated. All maintenance charges shall be due April 30 of each year. The maintenance charge will be delinquent when not paid within thirty (30) days after it becomes due.

Maintenance and operations charges may be assessed by the Board of Directors/Officers as the needs of the property in its judgment may require, but in no event shall the total of all charges in any one year exceed the sum of \$3,000.00 for that year. The total cost and expenses shall be pro-rated over the above referenced developed lots. Should costs exceed the foregoing sum, then a Special Meeting of the Directors shall be held to approve any further expenditures. Developer's vacant lots shall be exempt from such charges.

A special maintenance charge may be assessed to each lot upon approval of the majority of General Members voting at the annual meeting or a special meeting conducted in accordance with these By-Laws and the assessments to raise sufficient funds for the purpose.

A special maintenance charge may be assessed unequally to any of the lots under the jurisdiction of the Home Owners' Association to defray any unusual costs resulting from (and not limited to the following costs) negligence or damage to the drainage and underground tile system and roadway in installation of drives, utilities or construction for which the Home Owners' Association may become liable. Nothing stated herein shall create a disproportionate charge against any lot without justification and any disproportionate charge for a lot shall require the approval of fifty-one percent (51%) of the General Membership.

**Section 2. Use of the Maintenance Fund:** The maintenance fund may be used for, but not limited to, the acquisition, construction, management, maintenance and care of Association property. Maintenance shall also include, but not be limited to grass and weed mowing, maintenance as may be required for the detention pond, removal of debris from the common area adjacent to the roadway, maintenance of landscaped entry berm area and island along Miller Road and sign maintenance. The maintenance fund also may be used for any other item necessary or desirable in the opinion of the Board of Directors/Officers to keep the property neat and in good order.

**Section 3. Use of Special Charges:** Funds from special charges may be used for any purpose allowed in Section 528 of the Internal Revenue Code or corresponding section of any future federal tax code.

**Section 4.** The Association may sue for a money judgment on unpaid assessments or sums due on any of the properties listed in Article II of this document. The Association shall have the authority to place a lien for any unpaid assessments on any of the properties listed in Article II of this document. In the event of a suit, the Association shall be entitled to collect reasonable attorney fees and court costs from the owner.

**Section 5.** Common area shall include, but shall not be limited to, bermed and landscaped area along with the central landscaped island on Miller Road and Wolf Creek Trail, and the detention pond area. Title to such common areas may be (at discretion of Developer) be transferred to the Home Owners' Association.

A lien may be placed against any lot for which maintenance and operations charges are due and owing. Such lien shall carry a fourteen percent (14%) interest rate or the maximum allowable legal interest rate, whichever is higher of the two, compounded annually until same is paid in full. The record owner of such lot shall be personally liable for all charges assessed against the lot along with such legal expenses as may be incurred by the Association as a result of such lien.

Upon demand, the Association shall furnish to any owner or mortgagee, (one time per year at no cost to Owner thereafter a fee of \$25.00 for the second certificate in any one calendar year) a certificate showing the unpaid maintenance charges against any lot or lots.

The Association may, in its sole discretion, subordinate in writing, for limited periods of time, the liens of the Association against any lot or lots for the benefit or better security of a mortgagee.

Should any person attempt to violate any of the Covenants of Restriction now of record or as same may be placed of record in any future development included in the Association it shall be lawful for any other person or persons (and the Association shall have the right but not to obligation to act in behalf of all Lot Owners) owning any developed lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction.

#### **ARTICLE VIII ARCHITECTURAL REVIEW COMMITTEE**

The Board of Directors/Officers shall act as the architectural review committee with the responsibility for the enforcement of the restrictive covenants on occupied homes and the construction of future improvements on the homes that have been built and occupied. The committee will have no enforcement responsibility on the initial design and construction of the homes.

**ARTICLE IX  
GENERAL TERMS AND CONDITIONS**

Should any portion of this document and/or the exhibits attached hereto conflict with any restrictive covenants now of record (and exhibits or attachments thereto) then the terms and conditions of the latest document placed of record shall prevail.

The invalidity of any portion of these By-Laws shall not affect the validity of the remaining provisions or portions hereof.

The Association shall not have a seal.

The Board of Directors may, at its discretion, issue written evidence in the form of shares or other written proof of ownership, but the same shall be evidence only thereof and same shall not be assignable or transferable except to subsequent owners of the property.

No member or Director shall have any power or authority to incur a mechanics lien or other lien effective against the Association.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

The foregoing By-Laws may be amended by a vote of 66 2/3% of the General Membership.

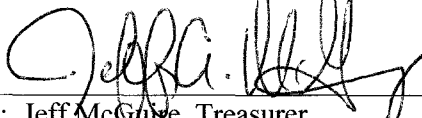
The Officers of the Association and Developer shall be immune from suit by any member of the Association as a result of the Officers or Developers actions acting in behalf of the Association providing their actions have been in good faith. The members of the Association shall indemnify the Officers from all litigation from any non-member of the Association providing their actions were performed in good faith. All Officers and Developer shall serve without bond.

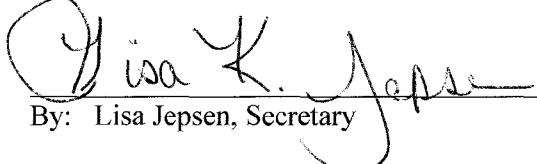
The foregoing documents entered into and executed this 04 day of July, 2006 by the following listed Officers.

~~WOLF CREEK HOME OWNERS' ASSOCIATION OF THE CITY OF HIAWATHA, IOWA.~~

  
\_\_\_\_\_  
By: Brian McLeod, President

  
\_\_\_\_\_  
By: Todd Ambrosy, Vice-President

  
\_\_\_\_\_  
By: Jeff McGuire, Treasurer

  
\_\_\_\_\_  
By: Lisa Jepsen, Secretary

STATE OF IOWA     )  
                                  ) ss:  
COUNTY OF LINN    )

On this 24 day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared before me and personally known by me, who, being by me duly sworn, did say that he is the President, respectively, of said Corporation who executed the within and foregoing instrument, on behalf of said corporation by authority of its Board of Directors, and that the said Brian McLeod, as the aforereferenced Officer acknowledge the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him executed.

By Linda S. Fisher  
Notary Public in and for said State



STATE OF IOWA     )  
                                  ) ss:  
COUNTY OF LINN    )

On this 24 day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared before me and personally known by me, who, being by me duly sworn, did say that he is the Vice-President, respectively, of said Corporation who executed the within and foregoing instrument, on behalf of said corporation by authority of its Board of Directors, and that the said Todd Ambrosy, as the aforereferenced Officer acknowledge the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him executed.

By Linda S. Fisher  
Notary Public in and for said State

