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**Declaration of Residential Covenants, Conditions, and Restrictions**

This Declaration is made this 23 day of DECEMBER, 2020 by PR DEV, LLC, an Iowa limited liability company (the "Declarant").

Whereas, Declarant is the owner of certain real property legally described as follows:

Lots 2-21 in Prairie Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Pella, Marion County, Iowa, and

Whereas, Declarant is desirous of protecting the value and desirability of the Plat.

Now, therefore, Declarant hereby declares that all property within the Plat shall be held, sold and conveyed and be subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Plat and shall run with the land and shall be binding on all parties having any right, title or interest therein or an part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. **Definitions.** For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- A. "Plat" means the real property described as Lots 2-21 in Prairie Ridge Plat 1, an Official Plat, now included in and forming a part of Pella, Marion County, Iowa.
- B. "Declarant" means PR Dev, LLC, an Iowa limited liability company, its successors or assigns.
- C. "Lot" means an individual parcel of land within the Plat.

- D. “Building Lot” means one or more Lots, or one or more Lots and the portion or portions of adjacent platted Lots in the Plat, used for the construction of one dwelling as herein permitted.
- E. “Owner” means the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot that is a part of the Plat.
- F. “Outbuilding” means an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.
- G. “City” means the city of Pella, Iowa.

**II. Designation of Use.** All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City.

**III. Building Types.**

- A. No building or structure shall be constructed, altered, or maintained on any Building Lot other than a detached single family dwelling with an attached private garage. No mobile home or Manufactured Home as defined in the Code of Iowa shall be placed or erected on any Lot.
- B. No building or structure of any kind shall be moved onto any Lot.
- C. The construction of any building or structure on any Building Lot shall be performed utilizing then acceptable construction methods and procedures, including (but not limited to) on-site “stick-built” construction and/or off-site modular or panelized construction.

**IV. Building Area Design and Construction.** No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements.

- A. One story/ranch dwelling must have a ground floor finished floor area of not less than 1,000 square feet, excluding basement.
- B. One and -one-half story or two-story dwellings must have not less than 1,375 square feet, excluding basement.
- C. No building shall be erected on any Lot unless the design and location is in harmony with existing structures within the Plat as determined in the building plans review process described below.
- D. In computing total finished area, the same shall not include any finished area that has floor below the exterior grade.
- E. In the computation of floor area, the same shall not include any porches, four-season porches, breezeways, or attached or built-in garages.

- F. All exterior painted portions of any dwelling, garage or outbuilding located on any Lot shall be finished with one of the colors designated in writing by Declarant as an Acceptable exterior color. All exterior painted proportions of dwelling that are repainted shall be repainted in one of such colors.
- G. All roof material shall be architectural shingles or higher quality with a minimum 30-year warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures.
- H. Dwellings constructed must be constructed using hardboard siding by LP SmartSide, James Hardie Fiber Cement, or other brands approved in writing by Declarant or vinyl siding as being acceptable exterior siding.
- I. All structures shall blend in with the terrain rather than contrast with it. The use of natural materials is encouraged. i.e., stained wood, stone, brick and warm-toned shingles, as well as soft, earth-tone colors. All exposed concrete foundation on front elevations only must be covered with brick, stone, veneered or stucco textured, as approved by the Developer; provided, however, that other foundation sides may be exposed but not to exceed twenty-four (24) inches above grade. Any exposed portion of a foundation as permitted herein shall be painted to match the remainder of the structure. All structures shall be shingled with materials and be in colors acceptable to the Declarant.
- J. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.
- K. If a minimum basement elevation requirement is shown on the recorded final plat for any Lot, the dwelling upon such Lot shall have a finished basement floor elevation as shown the recorded final plat.
- L. Declarant shall have the option to require Declarant's soil engineer to approve and monitor all soil excavation during excavation of basements for dwellings constructed upon any Lot.
- M. The only acceptable colors for exterior portions of any dwelling unit, garage or Outbuildings located on any Lot are earth tone colors. Notwithstanding this written designation, the Declarant reserves the right to accept colors which are not earth tone colors in Declarant's sole subjective discretion and only upon Declarant's written approval.
- N. The purchaser of a Lot shall, at the purchaser's expense, install public sidewalks in accordance with specifications of the City upon the earlier of the date the dwelling is built upon the Lot, or within one year of purchase of the Lot from Declarant.
- O. All windows, doors, and other external openings of the structure are required to be Pella Windows and Doors brand products. All replacement products for windows, doors, and other external openings must also be Pella Windows and Doors brand during the duration of these covenants. In either event, a garage door is not considered an external opening and is not required to be Pella Windows and Doors brand. Any structure that is constructed not in**

compliance with this provision shall be fined \$100.00 per day (until a maximum of \$10,000.00) until the structure is brought into compliance with this provision. This fine shall be a lien on the Building Lot without further filing and may be foreclosed as a lien on the property. The Association or GenLink, LLC, on behalf of the Association, may bring an action to enforce this provision and/or to foreclose the lien provided for in this provision. The Lot Owner shall be responsible for attorney fees associated with recording of any lien and/or enforcing this provision, as may be incurred by the Association or GenLink, LLC.

- V. **Architectural Review.** No building or structure, nor any addition or alteration thereof, shall be constructed or substantially altered on any Building Lot unless and until a design plan and site plan (collectively the "Plans") have been submitted to and approved by Declarant. The Plans shall contain details of designs, color scheme, elevation, site grade, landscaping, fencing, roofing, sidewalks, driveways and other similar matters. The Plans shall also state the type of construction, including external details and materials. Declarant shall within thirty (30) days from the date of submittal of the Plans, deliver to the Owner written approval of, rejection of or required changes to the Plans. The intent of this provision is to insure that buildings and structures are developed in reasonable harmony within the Plat and that the covenants, restrictions and conditions contained herein are met in connection with such development. Declarant may terminate requirements of this provision at any time, in its sole and absolute discretion, by recording notice of such termination.
- VI. **Garages and Driveways.** All dwellings shall have minimum of a two-car attached garage. All dwellings shall have a portland cement concrete driveway not less than 18 feet in width and running from the city street to the garage. No garage doors over ten feet in height are permitted.
- VII. **Temporary and Other Structures; Certain Uses.** No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, watercraft, trailer, unfinished dwelling basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no camper, motor home, watercraft, trailer, or mechanical equipment may be parked or maintained on any Lot (except inside a garage) or on the public street, other than on a temporary basis; provided that this restriction shall not apply to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on an Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling.

- VIII. **Fences.** No fences or other structures may be built or maintained within the front building setback areas as shown on the Plat as recorded and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including chain link fence around a dog run, is permitted unless it is a black vinyl clad fence. All fences shall be kept in good repair and attractive appearance. No fence shall exceed six (6) feet in height. Pool fences shall be landscaped and screened with shrubs or bushes.
- IX. **Decks.** Decks attached to a dwelling must be constructed from cedar, redwood, treated lumber, composite decking, or other products approved by Declarant. All decks shall be kept in good repair and attractive appearance.
- X. **Sod and Trees.** Within thirty (30) days of completion of a dwelling upon a Lot, the Lot shall be fully sodded (except where the topography, conservancy districts, creek slopes or tree cover does not permit such sodding). If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance. Within thirty (30) days of completion of a dwelling upon a Lot, a minimum of one (1) trees shall be planted on the Lot (and must be located in the front yard) having a diameter measuring at least 2" and measuring at least 6' vertically from the ground level. The Party purchasing the Lot from the Declarant shall satisfy this requirement and shall not transfer the responsibility to the party who first occupies the dwelling as a residence.
- XI. **Erosion Control and Storm Water Discharge Permitting Requirements.** The Owner of each Lot, whether vacant or improved, their agents, assigns, heroes and/or building contractors shall take all necessary precautions to prevent, stabilize and/or control erosion on their Lot and the Plat, to prevent sediment migration and soil erosion from extending beyond the boundaries of their Lot and the Plat, and, in the event it occurs, to promptly clean up all eroded sediment and to restore all affected areas to their original condition. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water Pollution prevention plans which includes the Lot. During the ownership of the Lot, Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation. The Owner and/or person in possession of each Lot whether vacant or improved, shall, at closing of any sale or conveyance of a Lot, execute an agreement complying with all applicable Federal, State, and local erosion control

regulations, laws and ordinances and permits which pertain to the Plat, including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No. 2 (the "Permit"). If Declarant, or any Lot or Lot Owner is cited for an alleged violation of any erosion control regulations, laws or ordinance provisions which occurs after closing of any sale of conveyance of a Lot by any jurisdictional authority for a condition on or from the Plat, the Owner shall indemnify and hold Declarant harmless from any and all claims, damages, fines, attorney fees, assessments, levies, and/or costs incurred by Declarant related to the citation.

- XII. Easements.** Easements for installation and maintenance of utilities, monument sign (if any), landscape buffer zones (if any), bike trails (if any), mailbox cluster units (if any), and drainage facilities are reserved as shown on the Plat as recorded. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep, and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within the easement areas (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utilities, monument sign (if any), landscape buffer zones (if any), bike trails (if any), mailbox clusters units (if any) and drainage facilities within such easements areas. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.
- XIII. Nuisances.** No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.
- XIV. Signs.** No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the City by other governmental entities, or by Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, (iii) a customary sign (one per Building Lot) advertising a Building Lot or dwelling for sale, not exceeding 1,296 square inches, and (iv) signs which have been approved by Declarant in writing advertising the builder or for promotional or marketing purposes. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove such signs. Declarant reserves the right to install entrance and directional signs with respect to the Plat, at locations and of design determined by the Declarant in a manner consistent with the ordinance of the City.

**XV. A/C Screening.** Air-conditioning units must be screened by an attractive screen of suitable height, which screening may be part of the trash screening. If the A/C unit is positioned on the opposite side of the house from the garbage screening, then the A/C unit must be shielded from view on the street side, by two Karl Foster grasses or two substantial bushes.

**XVI. Trash Receptacles.** No trash or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. Trash or garbage cans may be permitted within screening that also covers the A/C unit. However, unscreened trash in a property container and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location or inside a dwelling, garage or Outbuilding, within twelve (12) hours following the scheduled pick up of such trash. The following photo is used to illustrate proper screening.



**XVII. Utilities.** All utility connection facilities and services shall be underground.

**XVIII. Towers and Antennas.** No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on

dwelling, on garages or on Outbuildings. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) inches or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling shall be permitted for the cable from such exterior tower, antenna or receiver dish. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground, on dwellings, on garages or on Outbuildings.

**XIX. Maintenance.** The owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, weeds and debris and to keep the lawn and landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches (except in “no mow Zones” if applicable). The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fences, screening and all other improvements.

**XX. Certain Animals Prohibited.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of three (3) dogs and/or cats be kept at any one Building Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, must be completely screened or otherwise hidden from view from any other Lot and all streets within the Plat. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard.

**XXI. Accessory Structures.** Each Building Lot may have no more than one (1) customary and traditional accessory structures such as a tool shed, garden house, in-ground swimming pool, tennis court and the like. Any trash receptacle, or tool shed, garden house, or other Outbuilding of like nature, shall be properly screened by a privacy fence and/or shrubbery. No above-ground or non-permanent swimming pools shall be permitted on any Lot. swimming pools, tennis courts, Outbuildings and other accessory structures and improvements, including dog kennels and runs, shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within 20 feet of any side or rear Lot line, as the minimum distance established by the zoning ordinance of the City or the minimum distance as established in the Plat as recorded, whichever is the more restrictive.

**XXII. Surface Water.** The topography of the Plat is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to



time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.

**XXIII. Mailboxes.** Neighborhood mailbox cluster units shall be installed by the Declarant according to the United States Postal Service regulations. The Owner and/or occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other owners.

**XXIV. Light Poles.** No light poles shall be used or placed upon any Lot that extend more than ten (10) feet above the grade. All light poles shall be of residential design. All pole lights shall be positioned and directed so as not to directly shine onto an adjoining Lot or constitute a nuisance to any adjoining Lot Owner.

**XXV. Landscaping.** The front exterior of all houses must have three substantial perennial plants, bushes, or shrubs (i.e. boxwood, hydrangea bush, etc. – grasses are not counted toward the three substantial plants), and the area 4' from the house in front of the house that isn't the front door/sidewalk and driveway must have edging filled with rock or mulch.

**XXVI. Homeowners Association**

A. Definitions. In addition to the definitions set forth above, the following terms shall have the following definitions, except as otherwise specifically provided:

1. "Association" means **Prairie Ridge Owners Association**, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa.
2. "Association Responsibility Elements" means the following:
  - i) All signs, monuments, landscape buffer zones, fountains and similar entrance features and the landscape plantings and materials surrounding the entrance sign utilized by the Plat and any plats added to the Association in the future, and
  - ii) All landscape plantings and materials located in Outlots Z of the Plat. All landscape plantings and, or lawn areas located in the green space and private area within the Plat (if any) and any plats added to the Association in the future; and
  - iii) All Common Areas located within the Plat and any plats added to the Association in the future; and
  - iv) All bio-retention, rain garden and wildflower plantings located in the drainage retention easements located within the Plat and any plats added to the Association in the future; and

- v) All ponds and water detention basins and any fowl that habitat thereon located within the Plat and any plats added to the Association in the future, if any; and
  - vi) Those “no mow zones” located within the Plat (if any) and any plats added to the Association in the future, whether or not fully or partially located upon any Lot or Common Area; and
  - vii) Mailbox cluster units, if any;
  - viii) Detention facility (to be located in Outlot A of Plat 1).
3. “Board of Directors” means the Board of Directors of the Association
  4. “Common Area” means any real property within the Plat and any plats added to the Association in the future, to which the Association holds title, together with any improvements thereon, for the common use, enjoyment and benefit of the Owners.
  5. “Member” means those persons entitled to membership in the Association as provided in the Declaration.
  6. “Articles of Incorporation” means the Articles of Incorporation for the Association, which are attached as Exhibit “A” to this Declaration.
  7. “Bylaws” means the governing Bylaws for the Association, which are attached to this Declaration as Exhibit “B”.

B. Membership and Voting.

1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership.
2. Voting. Subject to provisions hereof, the Owners of a Lot shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall ore than one vote be cast with respect to any Lot.
3. Declarant as Sole Voting Member. Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member of the Association until Declarant no longer owns any portion of any Lot, or until Declarant waives, in writing, its right to be the sole voting member, Declarant shall have the right to elect all Directors and to cast all votes as it deems appropriate. Each Owner by acceptance of a deed to a Lot shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.
4. Board of Directors. The Members entitled to vote shall elect a Board of Directors of the Association as prescribed by the Bylaws of the Association. The Board of Directors shall manage the affairs of the Association.

5. Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment hereunder against his/her/its Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations.

C. Covenant for Maintenance Assessments.

1. Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants for each Lot and the Owner of each Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) a prorated annual assessment and (2) special assessments to be established and collected as hereinafter provided. The annual assessment and special assessments, together with late fees, interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing line upon the property against which each such assessments are made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall further by the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment became due.
2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners within the Plat; for improvement, maintenance, repair, replacement, removal, and demolition of the Association Responsibility Elements; for payment of insurance, utility expenses, salaries, and real estate taxes and assessments associated with the Association, the Association Responsibility Elements and the Common Area; and for the other purposes specifically provided herein.
3. Maximum Annual Assessment. The Board of Directors shall establish the maximum annual assessment to be assessed against each Lot, which assessment shall include a pro rata portion of the amount of real estate taxes and special assessments payable by the Association. Rates for both annual assessments and special assessments must be fixed at a uniform rate for all Lots. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the annual assessment, special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto.
4. Reserve Fund. A portion of such annual assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the Association Responsibility Elements and any capital improvement that the Association is required to maintain. Notwithstanding the foregoing, Declarant may use any reserve funds, if established, to defray operating costs as it deems appropriate.

5. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, removal or demolition of a capital improvement that the Association is required to maintain or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at the meeting duly called for this purpose.
6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance of a Lot by Declarant. Upon such conveyance, the annual assessment and special assessments prorated to December 31 must be paid to the Association. The Board of Directors shall establish the due dates for all assessments. All payments shall be made on or before the due date. Both annual assessments and special assessments shall be collected by the Association, in advance, in annual installments due on January 1.
7. Declarant Exempt from Assessments. Declarant shall not be liable for annual or special assessments upon Lots owned by it. Declarant is not responsible for the establishment of a budget as long as Declarant is the sole voting member of the Association. The Association and Declarant are not required to submit statements for assessments to any Owner.
8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 15% per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.
9. Subordination of Assessments Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The assessment shall be paid prior to or at the closing of sale or transfer of any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien

thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. The failure of any Owner to pay assessments as provided in this Article shall not constitute a default under a mortgage insured by the Federal Mortgage Agencies.

10. Assessment Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

D. Maintenance by Association, Common Area and Insurance.

1. The Association shall provide all maintenance, repair, replacement, restoration, removal and demolition of the Association Responsibility Elements, including (but not limited to) all necessary painting, repairs, replacements and care of mailbox cluster units, signs, monuments, fountains and other structures. In the case of lawns, shrubs, trees, and other elements of landscaping, the Association shall perform all routine maintenance, including (but not limited to) all necessary mowing, trimming, and replacement of landscaping, and use of pesticides to control infestation of weeds and insects. In the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, or the owner's family, guests, invitees, agents or contractors, the cost of such maintenance or repairs shall be assessed to such Owner.
2. Maintenance of Common Area. The Association shall be the owner of the Common Area and shall timely pay all real estate taxes and assessments levied against the Common Area. Declarant hereby covenants for itself, its successors and assigns that it shall convey to the Association the fee title to the Common Area free and clear of all mechanic's liens or any liens or encumbrances whatsoever, except covenants, easements, conditions and restrictions whether or not of record or created by this Declaration or granted to any public authority.
3. Contracts and Agreements. The Board of Directors, in its sole discretion, shall enter into any contract, agreement, lease, management contract, employment contract or lease of recreational equipment and facilities, engage the service of and discharge any manager, activities director, managing agent, independent contractor or other employee as it deems necessary. The Board of Directors, in its sole discretion, shall determine the duties and compensation of such persons so employed.

4. Maintenance of No Mow Zones. The Association shall maintain the “No Mow Zones” (if any) in a manner consistent with the zones being planned and used for drainage ways, wetlands and other uses consistent with providing the property drainage for the Plat and surrounding areas.
5. Insurance. The Association shall purchase and maintain a comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall insure the Association and the Owners against claims relating to the Association Responsibility Elements. The Association shall by the premiums for all such insurance hereinabove described and the cost thereof shall become a part of the annual assessments.
6. Access for Maintenance. The Association and its agents, employees or contractors shall have the right of reasonable access for ingress and egress over, across or through each Lot for the purpose of performing its maintenance obligations of the Common Area and Association Responsibility Elements.
7. Detention Facility Maintenance. The Association shall be responsible for construction and maintenance of any and all required detention facilities within the Plat.

**XXVII. Addition of Property.**

- A. Conveyance of Additional Common Area and Additional Responsibility Elements. Declarant shall have the right at any time to convey additional Common Area to the Association or to add additional Association Responsibility Elements. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional Common Area to the Association in the future. The Association shall be obligated to accept any additional Common Area so conveyed by Declarant and to hold and maintain the additional Common Area pursuant to the terms of this Declaration.
- B. Subjecting Additional Land to Declaration. Declarant shall have the irrevocable right to subject additional land to the terms of this Declaration at any time in the future without the consent of the Association. The additional land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the additional land shall automatically become Members of the Association in the same fashion as described in this Declaration and shall be subject to the same applicable terms, conditions, duties and assessments as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Recorder. No approval of the Association or any other person shall be necessary.

**XXVIII. Enforcement of Covenants.** This Declaration shall be deemed to run with the land, and the Declarant, successor to the Declarant, Association, or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs if the Declarant, successor Declarant, Association or Owner prevails in any such action.

**XXIX. Amendments of Covenants.** This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Notwithstanding the foregoing, so long as the Declarant still owns at least a Lot or a portion of a Lot, it may make amendments or modifications to this Declaration without the consent of any other Owners or other party. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the County Recorder.

**Notwithstanding the foregoing, Article IV.O may not be amended without the prior written approval of Genlink, LLC, an Iowa Limited Liability Company, or successor in interest.**

**XXX. Period of Covenants.** The easements granted herein shall be perpetual in nature. All covenants, conditions, restrictions and reservations created by this Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions of this Declaration, but the same shall remain in full force and effect.

**XXXI. Enforcement and Waiver.**

- A. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the other covenants, conditions and restrictions not so expressly held to be void, all of which shall continue unimpaired and in full force and effect

- B. The Plat shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.
- C. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Plat.
- D. This Declaration may be assigned by the Declarant to a successor in interest by written instrument executed by both parties and filed with the County Recorder.

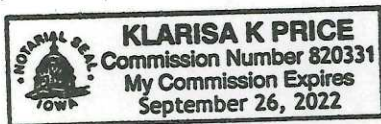
IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

PR DEV, LLC  
An Iowa Limited Liability Company

By Bradley J. Stokesbary  
Bradly J. Stokesbary, Manager

STATE OF IOWA, COUNTY OF POLK:

This instrument was acknowledged before me on Dec 27, 2020, by Bradly J. Stokesbary, as Manager of PR Dev, LLC.



By: Klarisa K Price  
Notary Public



**Exhibit “A”**

**Articles of Incorporation for Prairie Ridge Plat 1 Owners Association**

# **ARTICLES OF INCORPORATION OF PRAIRIE RIDGE OWNERS ASSOCIATION, INC.**

The undersigned, acting as incorporator of a corporation pursuant to the provisions of the Revised Iowa Nonprofit Corporation Act under Chapter 504 of the Code of Iowa, adopts the following Articles of Incorporation for such Corporation.

## **ARTICLE I Name and Principal Office**

The corporation shall be known as "**Prairie Ridge Owners Association, Inc.**"

## **ARTICLE II Corporate Existence**

The corporate existence of this corporation shall begin upon the date these Articles are filed with the Secretary of State, and the period of its duration is perpetual.

## **ARTICLE III Purposes and Powers**

The purpose and objectives of the corporation are to perform the functions described in the Declaration of Covenants, Conditions and Restrictions, as may be amended and supplemented from time to time (hereinafter referred to as "Declaration"), and further to provide an entity to own, operate and/or maintain all the Common Areas and Association Responsibility Elements as those terms are defined in the Declaration for and on behalf of the owners of certain real property situated in Dallas County, Iowa.

The purposes of the corporation are exclusively not for private profit or gain. The corporation does not contemplate a pecuniary gain or profit to the members thereof. No part of the net earnings of the corporation shall inure to the benefit of any member, director or officer of the corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes). No substantial part of the activities of the corporation shall be the carrying of propaganda or otherwise attempting to influence legislation, except as otherwise may be permitted in Section 501(h) of the Internal Revenue Code. The corporation shall not participate in or intervene in (including the publishing or distributing of statements) to any political campaign on behalf of (or in opposition to) any candidate for public office.

The corporation shall have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which corporations may be organized under the Revised Iowa Nonprofit Corporation Act.

## **ARTICLE IV Registered Office and Agent**

The address of the initial registered office of the corporation is 110 SE Grant St., Suite 101, Ankeny, IA 50021, and the name of its initial registered agent at such address is Casey Schafbuch.

## **ARTICLE V Members and Voting**

The members shall be those persons described as members in the Bylaws. The voting rights of the members shall be as provided in the Declaration of Covenants, Conditions and Restrictions and the Bylaws.

## **ARTICLE VI Distribution of Assets Upon Liquidation**

In the event of dissolution, the assets of the Corporation, if any remain, shall be distributed to the Members in accordance with their proportionate share of votes in the affairs of the Corporation as determined by the Bylaws.

#### **ARTICLE VII Bylaws**

The initial Bylaws of the Corporation shall be adopted by the Board of Directors of the Corporation. The power to alter, amend or repeal the Bylaws or adopt new bylaws shall be vested in the Members.

#### **ARTICLE VIII Liability of Directors**

A Director of this Corporation shall not be personally liable to the Corporation or its Members for monetary damages for any action taken, or any failure to take any action, as a Director, except for liability for any of the following: (i) for the amount of a financial benefit received by a Director to which the Director is not entitled; (ii) for intentional infliction of harm on the Corporation or its Members, (iii) a Director voting for or assenting to a distribution in violation of Section 504.835 of the Revised Iowa Nonprofit Corporation Act; (iv) an intentional violation of criminal law.

The Corporation shall indemnify and hold harmless each Director from any such liability, including any judgment, settlement, penalty, fine, including any excise tax with respect to an employee benefit plan, and reasonable expenses actually incurred in connection therewith, subject only to the exceptions as stated herein. Such right of indemnification shall be in addition to any other rights of the Director for indemnification under the Bylaws, arising under contract with the Corporation, or as provided in the Revised Iowa Nonprofit Corporation Act.

#### **ARTICLE IX Incorporator**

The name and address of the incorporator is Casey Schafbuch, 110 SE Grant St, Suite 101, Ankeny, IA 50021.

Dated this 23 day of DECEMBER, 2020.

  
\_\_\_\_\_  
Casey Schafbuch, Incorporator

**Exhibit “B”**

**Bylaws for Prairie Ridge Plat 1 Owners Association**

## **BYLAWS OF PRAIRIE RIDGE OWNERS ASSOCIATION INC.**

### **ARTICLE I. OFFICES AND REGISTERED AGENT**

Section 1.1. Principal Office. The location of the principal office of the corporation in the State of Iowa will be identified in the corporation's biennial report filed with the Iowa Secretary of State.

Section 1.2. Registered Office and Registered Agent. The initial registered agent and office of the corporation are set forth in the Articles of Incorporation. The registered agent or registered office, or both, may be changed by resolution of the board of directors.

### **ARTICLE II. DEFINITIONS.**

Unless the context otherwise requires, the terms used herein shall have the meanings stated and set forth in the Declaration of Covenants.

Section 2.1. "Association" shall mean and refer to **Prairie Ridge Owners Association Inc.**, its successors and assigns.

Section 2.2. "Declarations" shall collectively mean and refer to the Declaration of Homeowners Association for Prairie Point View Plat 1.

Section 2.3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any subject parcel of real estate in Polk County, Iowa.

Section 2.4. "Parcel" shall mean and refer to any lot or series of lots located in Prairie Ridge Subdivision Plat 1 (or additional properties in future plats that may be added by amendment) in Polk County, Iowa upon which a residential structure has been or may be constructed, and which is subject to the Declaration.

### **ARTICLE III. MEMBERS**

Section 3.1. Classes of Members. Initially, the corporation shall have one class of members. Additional classes of members may be created by amendment to these bylaws. The designation of each class and the qualifications and rights of the members of such class shall be as set forth in these Bylaws.

Section 3.2. Initial Members. The initial members of the Corporation shall consist of the owners of parcels who have executed the Declaration of Covenants, Conditions, and Restrictions for Prairie Ridge Owners Association Inc.

Section 3.3. Voting Rights. Each owner shall be entitled to one vote.

Section 3.4. Transfer of Membership. Upon execution of the Declaration by an owner, the membership of each owner shall become appurtenant to and may not be separated from the ownership of any parcel. Such membership shall be perpetual and run with the land and shall automatically transfer to the heirs, successors, and assigns of an owner from the recordation of a transferred ownership interest in a parcel in the public records of the Recorder for Polk County, Iowa, and in the records of the Association.

### **ARTICLE IV. MEETINGS OF MEMBERS**

Section 4.1. Annual Meeting. The annual meeting of members shall be held on the 1st Monday in June each year or such other date as the board of directors shall by resolution specify. At each annual meeting the election of the directors shall take place and such other business shall be transacted as may be properly presented to such meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors

shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the board of directors shall cause the election to be held at a meeting of the members as soon thereafter as conveniently may be.

Section 4.2. Special Meetings. Special meetings of the members may be called by the president or the board of directors, and shall be called by the board of directors upon the written demand, signed, dated and delivered to the secretary by not less than 50% of the members having voting rights. Such written demand shall state the purpose or purposes for which such meeting is to be called. The time, date and place of any special meeting shall be determined by the board of directors or by the president. Unless otherwise provided in the articles of incorporation, a written demand for a special meeting may be revoked by a writing to that effect received by the corporation prior to the receipt by the corporation of demands sufficient in number to require the holding of a special meeting.

Section 4.3. Place of Meeting. The board of directors may designate any place, either within or outside of the state of Iowa, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation in the state of Iowa.

Section 4.4. Notice of Meetings. Notice stating the place, day and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting or if notice is mailed by other than first class or registered mail not less than 30 days before the date of the meeting. In case of a special meeting or when required by statute or by these bylaws, the purposes for which the meeting is called shall be stated in the notice. Notice may be communicated in person, by mail, or other method of delivery, or by telephone, voice mail, or other electronic means. Written notice by the corporation to its members, if in a comprehensible form, is effective according to one of the following: (i) upon deposit in the United States mail, if mailed post-paid and correctly addressed to the member's address shown in the corporation's current record of members; or (ii) when electronically transmitted to the member in a manner authorized by the member.

#### Section 4.5. Waiver of Notice.

(a) Any member may waive any notice required by law or these bylaws if in writing and signed by any member entitled to such notice, whether before or after the date and time stated in such notice. Such a waiver shall be equivalent to notice to such member in due time as required by law or these bylaws. Any such waiver shall be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

(b) A member's attendance at a meeting, in person or by proxy, waives (i) objection to lack of notice or defective notice of such meeting, unless the member at the beginning of the meeting or promptly upon the member's arrival objects to holding the meeting or transacting business at the meeting, and (ii) objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

Section 4.6 Record Date. The board of directors may fix, in advance, a date as the record date for any determination of members for any purpose, such date in every case to be not more than seventy (70) days prior to the date on which the particular action or meeting requiring such determination of members is to be taken or held. If a record date is not fixed, members at the close of business on the business day preceding the day on which notice is given, or if notice is waived, at the close of business on the business day preceding the day on which the meeting is held are entitled to notice of the meeting. When a determination of members entitled to vote at any meeting of

members has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the board of directors selects a new record date or unless a new record date is required by law.

Section 4.7 Members' List. After fixing a record date for a meeting, the secretary shall prepare an alphabetical list of the names of all members who are entitled to notice of a members' meeting. The list must show the address of and number of votes entitled to be cast at the meeting by the member. The members' list must be available for inspection by any member beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A member, or a member's agent or attorney, is entitled on written demand to inspect and, subject to the requirements of law, to copy the list, during regular business hours and at the person's expense, during the period it is available for inspection. The corporation shall make the members' list available at the meeting, and any member, or a member's agent or attorney, is entitled to inspect the list at any time during the meeting or any adjournment.

Section 4.8. Quorum and Action. The members holding a majority of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting without further notice. If quorum exists, action on a matter is approved if the votes cast by the members favoring the action exceed the votes cast opposing the action, unless a greater number is required by law.

Section 4.9. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by the member's authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A member or member's agent or attorney-in-fact may appoint a proxy to vote or otherwise act for the member by signing an appointment form or by an electronic transmission that complies with Article XII (Electronic Transmission) of these bylaws. An electronic transmission must contain or be accompanied by information from which one can determine that the member, the member's agent, or the member's attorney-in-fact authorized the electronic transmission.

Section 4.10. Ballot Voting. An action based on a written ballot may be taken provided the number of votes cast meets the quorum and number of approvals meets the number requirements set forth in Section 3.8. A written ballot may be transmitted and a vote may be cast on that ballot electronically in accordance with Article XII (Electronic Transmission) of these bylaws.

Section 4.11. Informal Action by Members. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting out the action so taken, shall be signed by a majority of the members entitled to vote with respect to the subject matter of the action. The member consent may be transmitted electronically in accordance with Article XII. Written notice of member approval must be given to all members who have not signed the written consent. If written notice is required, member approval shall be effective ten days after such written notice is given. A written consent may be revoked by a writing to that effect received by the corporation prior to the receipt by the corporation of unrevoked written consents sufficient in number to take the corporate action.

## **ARTICLE V. BOARD OF DIRECTORS**

Section 5.1. General Powers. The affairs of the corporation shall be managed by its board of directors. Directors need not be residents of the state of Iowa or members of the corporation.

Section 5.1.1. Powers. The Board of Directors shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; and

B. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association; and

C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration of Covenants, Conditions, and Restrictions; and

D. Declare the office of a member of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

E. Employ a manager, an independent contractor, or such other employees as deemed necessary, and to prescribe their duties; and

F. To do such other acts as are necessary and proper to effect the purpose of the Association as stated in the Declaration and Bylaws provided such acts are not otherwise prohibited.

Section 5.1.2. Duties. It shall be the duty of the Board of Directors to:

A. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed; and

B. As more fully provided in the Declaration of Covenants, Conditions and Restrictions, to:

1. Fix the amount of the monthly assessment against each Parcel at least thirty (30) days in advance of each monthly assessment period;

2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each monthly assessment period; and

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

C. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; and

D. Procure and maintain adequate liability and hazard insurance on property owned by the Association and any other Common Area; and

E. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

F. Cause the Common Area and Association Responsibility Elements, to be maintained.

Section 5.2. Number, Tenure and Qualifications. The number of directors of the Association shall be not less than two, no more than five. Each director shall hold office for the term of which he is elected, or until his successors shall have been elected and qualified. In the event of the resignation of a director or directors, the remaining members of the Board of Directors may, thereafter, by affirmative vote of a majority of the remaining directors, elect a successor or successors to fill the unexpired terms.



Section 5.3. Regular Meetings. The regular meetings of the board of directors shall be held on such dates as the board of directors shall by resolution specify. The board of directors may provide by resolution the time and place, either within or outside of the state of Iowa, for the holding of additional regular meetings of the board without other notice than the resolution.

Section 5.4. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The persons authorized to call special meetings of the board may fix any place, either within or outside of the state of Iowa, as the place for holding any special meeting of the board called by them.

Section 5.5. Notice. Notice of any special meeting of the board of directors shall be given at least two days previously by written notice delivered personally or sent by mail, fax or other electronic means to each director at the director's address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage prepaid. If notice is given by fax or other electronic means, it shall be deemed to be delivered when successfully transmitted to the recipient. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

Section 5.6 Place of Meetings, etc. The board of directors may hold its meetings at such place or places within or without the State of Iowa, as the board may from time to time determine. A director may participate in any meeting by any means of communication, including, but not limited to telephone conference call, by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 5.7. Quorum. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board; but if less than a majority of the directors are present at the meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 5.8. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by these bylaws.

Section 5.9 Resignation. Any director of the corporation may resign at any time by delivering written notice to the president, the board of directors, or the corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Section 5.10. Vacancies. Any vacancy occurring in the board of directors and any directorship to be filled by reason of an increase in the number of directors, shall be filled by the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of the director's predecessor in office.

Section 5.11. Compensation. Directors shall not receive any stated salaries for their services, but by resolution of the board of directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the board; but nothing contained here shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation for such services.

Section 5.12. Informal Action by Directors. Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting out the action so taken, shall be signed by all of the directors. The director consent may be transmitted electronically in accordance with Article XII (Electronic Transmission) of these bylaws. A director's consent may be withdrawn by a revocation signed by the director and delivered to the corporation prior to the delivery to the corporation of unrevoked written consents signed by all of the directors.

## **ARTICLE VI. OFFICERS**

Section 6.1. Officers. The officers of the corporation shall be a president, one or more vice-presidents (the number to be determined by the board of directors), a secretary, a treasurer and such other officers as may be elected in accordance with the provisions of this article. The board of directors may elect or appoint the other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, to have the authority and perform the duties prescribed by the board of directors. Any two or more offices may be held by the same person.

Section 6.2. Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, it shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the board of directors. Each officer shall hold office until their successor shall have been elected and shall have qualified.

Section 6.3. Removal. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served by such director's removal, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 6.4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term.

Section 6.5. President. The president shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. The president shall preside at all meetings of the members and of the board of directors. The president may sign, with the secretary or any other proper officer of the corporation authorized by the board of directors, any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution shall be expressly delegated by the board of directors or by these bylaws or by statute to some other officer or agent of the corporation; and in general the president shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors.

Section 6.6. Vice-President. In the absence of the president or in event of the president's inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-president shall perform such other duties as may be assigned by the president or by the board of directors.

Section 6.7. Treasurer. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of the treasurer's duties in such sum and with such surety as the board of directors shall determine. The treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the

corporation from any source, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII (Contracts, Checks, Deposits and Gifts) of these bylaws; and in general perform all the duties incident to the office of treasurer and such other duties as may be assigned to the treasurer by the president or by the board of directors.

Section 6.8. Secretary. The secretary shall keep the minutes of the meetings of the members and of the board of directors in books provided for that purpose; see that all notices are given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records; keep a register of the post office address of each member which shall be furnished to the secretary by that member; and in general perform all duties incident to the office of secretary and such other duties as may be assigned by the president or by the board of directors.

Section 6.9. Assistant Treasurers and Assistant Secretaries. If required by the board of directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform the duties assigned to them by the treasurer or the secretary or by the president or the board of directors.

## **ARTICLE VII. CONTRACTS, CHECKS, DEPOSITS AND GIFTS**

Section 7.1. Contracts. The board of directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 7.2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, or other evidences of indebtedness issued in the name of the corporation, shall be signed by those officers or agents of the corporation and in a manner as shall be determined by resolution of the board of directors. In the absence of this determination by the board of directors, the instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice-president of the corporation.

Section 7.3. Deposits. All funds of the corporation shall be deposited to the credit of the corporation in the banks, trust companies or other depositories as the board of directors may select.

## **ARTICLE VIII. CERTIFICATES OF MEMBERSHIP**

Section 8.1. Certificates of Membership. The board of directors may provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the board. The certificates shall be signed by the president or a vice-president and by the secretary or an assistant secretary. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued upon the terms and conditions as the board of directors may determine.

Section 8.2. Issuance of Certificates. When a member has been elected to membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued in such member's name and delivered by the secretary, if the board of directors shall have provided for the issuance of certificates of membership under the provisions of this section.

## **ARTICLE IX. BOOKS AND RECORDS**

Section 9.1 Books and Records. The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members and board of directors

#### Section 9.2. Members' Right to Information

(a) A member of the corporation is entitled to inspect and copy, at reasonable times and upon reasonable notice, any of the following records of the corporation: (i) Articles or restated articles of incorporation and all amendments currently in effect; (ii) bylaws or restated bylaws and all amendments currently in effect; (iii) minutes of all members' meetings and records of all action taken by members without a meeting, for the past three (3) years; (iv) all written communications to members generally within the past three years, including the financial statements furnished for the past three (3) years; (v) a list of the names and business addresses of the corporation's current directors and officers; and (vi) the corporation's most recent biennial report delivered to the Iowa Secretary of State. (vii) Excerpts from minutes of any meeting of the board of directors, minutes of any meeting of the members, and records of action taken by the members or the board of directors without a meeting; (viii) accounting records of the corporation; and (ix) the membership list of the corporation.

(b) The corporation may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the member. The charge shall not exceed the estimated cost of production or reproduction of the records.

(c) Without the consent of the board of directors, no corporate record may be obtained or used by any person for any purpose unrelated to the member's interest as a member.

Section 9.3. Director's Access to Records. A director is entitled to inspect and copy the books, records, and documents of the corporation at any reasonable time to the extent reasonably related to the performance of the director's duties as a director, including any duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the corporation.

### **ARTICLE X. FISCAL YEAR**

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

### **ARTICLE XI. ASSESSMENTS**

Section 11.1. As more fully provided in the Declaration, each member is obligated to pay the Association and annual and special assessments which are secured by a continuing lien upon the parcel for which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 9% per annum, or the maximum rate allowed by Iowa law, whichever is lower, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the owner's parcel, and interest, costs, and reasonable attorney's fees shall be added to the amount of such assessment.

### **ARTICLE XII. ELECTRONIC TRANSMISSION**

"Electronic transmission" or "electronically transmitted" means any process of communication not directly involving the physical transfer of paper that is suitable for the retention, retrieval, and reproduction of information by the recipient. Notice by electronic transmission is written notice. Notices and written consents may be given by electronic transmission. Each written consent

given by electronic transmission shall contain an electronic signature of the person giving such written consent.

### **ARTICLE XIII. INDEMNIFICATION**

Section 13.1. Indemnification: Third-Party Actions. Except for any prohibition against indemnification specifically set forth in these Bylaws or in chapter 504, Code of Iowa, at the time indemnification is sought by any Member, director, officer, employee, volunteer or agent of the corporation, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a Member, director, officer, employee, volunteer or agent of the corporation, or is or was serving at the request of the corporation as a Member, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (such serving as a director, officer, employee or agent of the corporation or at the request of the corporation referred to herein as "serving on behalf of or at the corporation's request"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 13.2. Indemnification: Further Provisions. If a Member, director, officer, employee, volunteer or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 13.1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that the indemnification of such person is proper because he or she has met the applicable standard of conduct set forth in Section 1; such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors not parties to such action, suit or proceedings, or (2) in a written opinion by special independent counsel selected by the Board of Directors by a majority vote of a quorum consisting of directors not parties to such action, suit or proceedings, or (3) if the requisite quorum of the full Board of Directors cannot be obtained through disinterested directors, in a written opinion by special independent legal counsel selected by a majority vote of the full Board of Directors in which directors who are parties may participate.

Expenses incurred by defending a civil or criminal action, suit, or proceedings may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in this Section 2 upon receipt of an undertaking by or on behalf of such person that such person believes in good faith that he or she has met the applicable standard of conduct set forth in Section 1 and that such person will repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified as authorized herein. The indemnification and advancement of expenses provided herein shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision in the Articles of Incorporation or Bylaws, any agreement, any vote of Members or disinterested directors, or otherwise,


both as to actions in the person's official capacity entitling the person to indemnification and advancement of expenses under these provisions and as to actions in other capacities concurrently held by those seeking indemnification or advancement of expenses. However, no person shall be provided indemnification by any provision of the Articles of Incorporation or Bylaws, by any agreement, or otherwise, for any breach of a duty of loyalty to the corporation or its Members, for any act or omission not in good faith or which involves intentional misconduct or knowing violation of the law, or for any transaction from which the person derives an improper personal benefit. The indemnification provided herein shall continue as to a person who has ceased to be a Member, director, officer, employee, volunteer or agent and shall inure to the benefit of the heirs, executors, personal representatives and administrators of such a person. The Board of Directors shall have power to purchase and maintain insurance on behalf of any person who is or was serving on behalf of or at the corporation's request against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions hereof.

#### ARTICLE XIV. AMENDMENTS TO BYLAWS

Bylaws may be adopted, altered, repealed or amended for the Corporation by the Board of Directors and/or by the Members in lawful and proper meeting assembled. Any and all Bylaws adopted by the Members shall supersede and shall prevail over Bylaws adopted by the Board of Directors.

IN WITNESS WHEREOF, we have hereunto approved these Bylaws as Directors of the PRAIRIE RIDGE OWNERS ASSOCIATION INC.

Dated as of the 23 day of December, 2020.



Casey Schafbuch, Director

**MINUTES OF INFORMAL ACTION OF FIRST AND ORGANIZATIONAL MEETING  
OF BOARD OF DIRECTORS OF PRAIRIE RIDGE OWNERS ASSOCIATION INC.**

WHEREAS, Section 504.822, Code of Iowa, authorizes the taking of action by the directors of a corporation without a meeting if a consent in writing setting forth the action so taken shall be signed by all directors and declare that such consent shall have the same force and effect as a unanimous vote; and

WHEREAS, the undersigned members of the Board of Directors of Prairie Ridge Owners Association Inc., an Iowa corporation, desire that action expressed in the resolutions hereinafter set forth be taken by all of said Directors;

NOW, THEREFORE, the undersigned, constituting all of the members of the Board of Directors of Prairie Ridge Owners Association Inc., hereby consent to the taking of such action set forth in the following resolutions and hereby adopt the same, all as of the date hereof.

“BE IT RESOLVED, that the Bylaws of the government of the corporation presented to the Board of Directors at this meeting be adopted as and for the bylaws of the corporation, and that the Secretary be directed to record the same in the Minute Book of the corporation.”

“BE IT RESOLVED, that the Secretary be authorized and directed to procure the proper corporate books, and that the Treasurer be authorized to pay all expenses incident to or necessary for the organization of the corporation and the transaction of its business.”

“BE IT RESOLVED, that the following persons be elected as officers of the corporation for the ensuing year and until their successors are elected and qualified, to-wit:

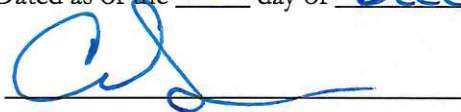
President - Casey Schafbuch

Vice President – Bradly Stokesbary

Secretary – Casey Schafbuch

Treasurer – Bradly Stokesbary

Dated as of the 23 day of DECEMBER, 2020.

A handwritten signature in blue ink, appearing to be 'CS', is written over a horizontal line.

Casey Schafbuch, Director