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Return to:  
MARCUS F. ABELS  
Attorney at Law  
1200 Hub Tower  
Des Moines, IA 50309

INST # 035022  
RECORDING FEE 56.00  
AUDITOR FEE \_\_\_\_\_  
AFFIDAVIT

FILED FOR RECORD  
POLK COUNTY, IOWA

94 DEC -5 A 10: 23.8

TIMOTHY J. BRIEN  
RECORDER

STATE OF IOWA )  
                  ) SS.  
COUNTY OF POLK )

I, Marcus F. Abels, being first duly sworn on oath, depose and state that I am an attorney licensed to practice law in the State of Iowa, and I make this affidavit in regard to the following described property:


Lots 1 through 18, inclusive, and Outlots V, W, X, Y, and Z, in Falcon Ridge, Plat III, an Official Plat, now included in and forming a part of the City of Altoona, Polk County, Iowa.

I further state that I am familiar with the articles and bylaws of the Falcon Ridge Townhome Association, and that true and correct copies of said documents are attached hereto.

  
\_\_\_\_\_  
Marcus F. Abels

Subscribed and sworn to before me, a notary public, this 2nd day of November, 1994.



  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE  
STATE OF IOWA

12-6-94

RECEIVED

ARTICLES OF INCORPORATION OF  
FALCON RIDGE TOWNHOME ASSOCIATION

OCT 26 1994

SECRETARY OF STATE

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

The undersigned, acting as incorporator of a corporation under the Iowa Non-Profit Corporation Act, being Chapter 504A of the 1993 Code of Iowa, adopt the following Articles of Incorporation for such corporation:

I. The name of the corporation is Falcon Ridge Townhome Association.

II. The period of its duration is perpetual.

III. Purposes for which the corporation is organized are to provide for the management, maintenance, repair and upkeep and general operation of the common areas of a townhome development known as Falcon Ridge Townhomes, situated in the City of Altoona, Polk County, Iowa, and incidental thereto, to assess and collect funds and to exercise all other powers which may be incidental to the execution of the previously described general powers of the corporation, all in accordance with the procedure set forth in the bylaws of the corporation.

IV. The address of its initial registered office in the State of Iowa is 1200 Hub Tower, 699 Walnut, Des Moines, Iowa 50309-3940, and the name of its initial registered agent at such address is Lyle L. Simpson.

V. The number of directors constituting the initial Board of Directors of the corporation is one, and the name and address of the person who is to serve as the initial director is Ronald C. Stubbs, 910 Scenic View Blvd., Altoona, Iowa 50009.

VI. The corporate existence shall begin on the date on which the Secretary of State issues a Certificate of Incorporation.

VII. The name and address of the incorporator is Ronald C. Stubbs, 910 Scenic View Blvd., Altoona, Iowa 50009.

Dated this 24th day of October, 1994.

Ronald C. Stubbs  
Ronald C. Stubbs

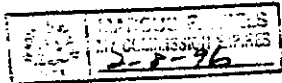
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STATE OF IOWA )  
                  ) SS.  
COUNTY OF POLK )

On this 24<sup>th</sup> day of October, 1994, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Ronald C. Stubbs, to me known to be the person named in and who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same as his voluntary act and deed.



NOTARY PUBLIC IN AND FOR THE  
STATE OF IOWA



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BYLAWS OF FALCON RIDGE TOWNHOME ASSOCIATION

ARTICLE I

ORGANIZATION

1.01 **Incorporation.** Falcon Ridge Townhome Association shall be incorporated under Chapter 504A of the Code of Iowa, 1993, as a corporation not for profit. The members shall consist of the Lot Owners in Falcon Ridge Townhomes, as defined by the Declaration of Covenants, Conditions and Restrictions for the Falcon Ridge Townhome Association, (hereinafter referred to as the Declaration).

1.01a **One Owner.** The Owner of each Lot shall be defined as one Owner. The voting rights of such Owner shall be as set forth below.

1.02 **Principal Office.** Until all Lots have been conveyed by Stubbs Investments, L.C., hereinafter called "Declarant", or until Declarant relinquishes control of the Board, the principal office of the Association shall be 910 Scenic View Blvd., Altoona, Iowa. Thereafter the president of the Association or the attorney for the Association shall be the person designated to receive service of process for the Association and the principal office of the Association, as determined by the Board, shall be at such suitable place convenient to the Owners as may be designated by the Board. All meetings of the Association shall be held in its principal office unless some other place is stated in the call.

1.03 **Voting Rights.** Upon conveyance by Declarant of all of the Lots in the Development to the purchasers thereof, or upon Declarant relinquishing control of the Board, whichever occurs first, but in no event later January 1, 2000, each Lot shall have one vote.

1.04 **Meetings.**

1.04a **Quorum.** The presence in person or by proxy at any meeting of the voting Members having a majority of the total votes shall constitute a quorum.

1.04b **Action.** Unless otherwise expressly provided herein, or in the Declaration, any action may be taken at any meeting of the voting Members upon the affirmative vote of the voting Members having a majority of the total present at such meeting.

1.04c **Annual Meeting.** The first annual meeting of the Association shall be held upon ten (10) days written notice given by the Association that all Lots have been conveyed by Declarant to the purchasers thereof, or by ten (10) days notice by

Declarant of its desire to relinquish control of the Board, whichever date occurs first, but in no event later than January 1, 2000. Thereafter, there shall be an annual meeting of the Members on the first Wednesday of October of each succeeding year at 7:30 p.m. at such reasonable place, or other time and place, as may be designated by written notice of the Board delivered to the voting Members not more than fifty (50) days before or after such date, not less than five (5) days prior to the date fixed for said meeting.

1.05 **Notices of Meetings.** Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Lot of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

1.06 **Board of Directors.**

1.06a **Election.** Except as hereinafter noted in Section 1.06e at each annual meeting, the voting members shall, by a majority of the total votes present at such meeting elect a Board of Directors for the forthcoming year, consisting of not less than three owners, all of whom must reside on the Properties.

1.06b **Quorum, Term and Compensation.** A quorum shall consist of two-thirds (2/3) of the members of the Board. Members of the Board shall serve for a term of one (1) year or until their successors are elected and shall be paid such compensation, if any, as may be voted by the Members of Association.

1.06c **Vacancies and Order.** Vacancies in the Board may be filled by unanimous vote of the remaining members thereof. Except as otherwise provided the Board shall act by majority vote of those present at its meetings when a quorum exists.

1.06d **Call.** Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

1.06e **First Board.** Until the first annual meeting is held, the Board of Directors shall be selected by Declarant and Members so selected need not be Lot Owners or residents of the Properties. Said Directors shall serve until the first annual meeting of the Members. Provided, however, Declarant may in its sole discretion remove any Director so appointed by it and replace such Director with another appointee. Declarant may elect to serve alone as the sole Director, or may appoint one or more persons to act as the Board of Directors.

1.06f **Officers and Duties.** The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting Members, and shall also elect a

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Secretary and a Treasurer, either of whom may or may not be a member of the Board or qualified to be a Member. The Secretary shall keep the Association records, including the minute book wherein the resolutions shall be recorded. The Treasurer shall keep the financial records.

**1.06g Fidelity Bonds.** The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

**1.06h Removal of Board Members.** Unless appointed by the Declarant pursuant to Section 1.06e, any Board member may be removed from office with or without cause by affirmative vote of the voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose and a successor to fill the unexpired term of a Board member removed may be elected by majority vote of the voting Members at the same meeting or any subsequent meeting called for that purpose.

**1.06i Board Liability.** The Directors from time to time constituting the Board shall not be liable to the Members for any mistake of judgment or for any acts made in good faith, or omissions to act omitted in good faith as such Directors.

**1.06j Voting Rights Suspended.** The Board may suspend the voting rights and right to use of the Common Areas and facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations. Such suspension shall not prohibit the ingress and egress of a Member to his Lot.

**1.06k Action Taken Without a Meeting.** The Board Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Board members. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

## ARTICLE II

### GENERAL POWERS

**2.01 General Powers of Association.** The Association for the benefit of all the Owners, through its Board of Directors, shall have the power to acquire, and may pay for out of the maintenance fund hereinafter provided, the following:

**2.01a Maintenance.** Waste removal, yard maintenance, snow removal from driveways, walkways and sidewalks, water,

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electricity, gas and other necessary utility services for the Common Areas.

**2.01b Insurance-Properties.** A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement cost of all improvements on the Properties, as more particularly described in the Declaration.

**2.01c Insurance-Liability.** A policy or policies insuring the Association, the member of the Board and the Owners against any liability to the public or to the Owners (of Lots and of the Common Area, and their invitees or tenants) incident to the ownership and/or use of the Common Area and Lots, as more particularly described in the Declarations.

**2.01d Insurance-Compensation.** Workers compensation insurance to the extent necessary to comply with any applicable laws.

**2.01e Service of Employees.** The services of any person or firm employed by the Association.

**2.01f Buildings and Grounds.** Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Area (but not including the interior surfaces of any Living Unit, which the Owner shall paint, clean, decorate, maintain and repair and may remodel or alter) and such furnishings and equipment for the Common Areas the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Area.

**2.01g Miscellaneous.** Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of these Bylaws, the Declaration, or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Properties as a first class residential area or for the enforcement of these restrictions and the restrictions in the Declaration.

**2.01h Satisfaction of Liens.** Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Properties or any part thereof which may in the opinion of the Association constitute a lien against the Properties or Common Area, rather than merely against the interests therein of particular owners may be satisfied by the Association. Where one or more Owners are responsible for the existence of such lien, they shall be liable for the cost of discharging it and any costs incurred whatsoever by the Association by reason of said lien or liens shall be allocated fairly among such Owners upon the sole

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judgment of the Board of Directors and shall be specially assessed to such Owners.

**2.01 Expenses Due to Owner's Neglect.** Maintenance and repair, of any portion of a Lot, Building, or Living Unit, (except for Association Responsibility Elements) if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Area, or any other portion of the Properties, and the Owner or Owners of said Lot have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Owner or Owners, provided that the Association shall levy a special assessment against such Lot Owner for the cost of said maintenance or repair.

**2.02 Entry Within Lots.** The Association or its agents may enter any Lot when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

**2.03 Capital Additions or Improvements Limited.** The Association shall have no authority to acquire and pay for out of the maintenance fund any capital addition or improvement (other than for purposes of replacing or restoring portions of the Association Responsibility Elements, subject to all the provisions of the Declaration) having a total cost in excess of One Thousand (\$1,000) Dollars, nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Areas requiring an expenditure in excess of One Thousand (\$1,000) Dollars, not covered by insurance, without in each case obtaining the prior approval of the voting Members holding a majority of the total votes.

**2.04 Adoption of Rules and Regulations.** The Association, by vote of the voting Members having a majority of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Properties, and for the health, comfort, safety and general welfare of the Owners and occupants of said Properties. Written notice of such rules and regulations shall be given to all Owners and occupants and the entire Properties shall at all times be maintained subject to such rules and regulations.

**2.05 Limitations on Powers of the Association.** Nothing hereinabove contained shall be construed to give the Association authority to conduct any business for profit on behalf of all the Owners or any of them, nor shall the Association have any power to enter in any dispute between a Lot Owner or Owners and the Declarant.

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ARTICLE III

ASSESSMENTS - ESTIMATED CASH REQUIREMENT

3.01 Assessments.

3.01a Proration of Common Expense. So long as Declarant shall own one or more incomplete Lots, the cost of maintaining the Association Responsibility Elements and the other expenses of the Association as provided for herein and in the Declaration shall be equitably prorated between the Owners of completed Lots. Provided that, a Lot owned by Declarant that is completed or substantially completed (i.e. That is insured by the Association, rather than the Declarant, or is occupied as a residence by anyone other than the Declarant) shall bear a proportionate share of the actual maintenance costs from the date of substantial completion until such Lot is conveyed to an Owner. Said actual cost amount to be calculated by the Board of Directors, whether or not selected by Declarant.

3.01b Proportionate Share by Lot Buyer. Each Lot buyer shall be liable for a proportionate share of the cost of maintaining the Association Responsibility Elements and the other expenses of the Association as provided for herein and in the Declaration from the date of the conveyance of a Lot to him which shall be payable monthly. Such cost shall be a proportionate share of the actual costs as determined by the Board of the Association and shall continue until a permanent budget is established.

3.01c First Mortgagee Excluded. The provisions of this Article III relating to assessments, payment of assessments and liens arising therefrom shall be inapplicable as to any party who or which by reason of foreclosure of a first mortgage or voluntary conveyance in lieu of foreclosure of a first mortgage shall become a Lot Owner (or Lot buyer within the purview of the said Article III).

3.02 First Annual Meeting. After the holding of the first annual meeting as provided for in paragraph 1.03 of Article I of these Bylaws of the following procedures shall govern:

3.02a Annual Budget. Each year on or before December 1 the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and capital replacements, and shall on or before December 15 notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. On or before January 1 of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12) of the assessment made pursuant to

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this paragraph. The portion of each such monthly assessment payment attributable to reserves shall be deemed a contribution by the Owner to the capital of the Association. A reasonable late charge may be added to such assessments by action of the Board after the 10th day of each month in which said assessment is due. On or before January 31st of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the next monthly installments due from each Lot Owner under the preceding year's estimate in proportion to his assessment for the preceding year, until exhausted, and any net shortage shall be added in like proportion to the installments due from each Lot Owner in the succeeding six months after rendering of the accounting.

**3.02b Reserve Funds.** The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Association may at any time levy a further assessment, which shall be assessed to the Owners according to the formula set forth in preceding paragraph 3.02a. The Association shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing or such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly assessment. The reserve fund shall be the property of the Association and no part thereof shall be refunded to any Member.

**3.02c Revised Yearly Assessments.** When the first Board takes office hereunder, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days thereafter and ending on December 31st of the same calendar year. Assessments shall be levied against the Owners during said period as provided in paragraph 3.02a of this Article.

**3.02d Delays in Establishing Revised Assessments.** The failure or delay of the Board or the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the assessment as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the assessment at the then existing monthly rate established for

the previous period until the assessment which is due or more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

3.02e **Accounting.** The Association shall keep full and correct books of account and the same be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner.

3.02f **Funds Collected.** All funds collected hereunder shall be held and expended by the Association for the purposes designated herein.

3.02g **Owner in Default.** If an Owner is in default in the payment of any assessment for thirty (30) days, the Association may at its option proceed as provided for in the Declaration.

3.02h **Same-Notice to First Mortgagee.** If an owner is in default in the payment of any assessment for thirty (30) days, the Association shall thereupon post written notice of such default to the first mortgagee, if any, of such defaulting owner.

#### ARTICLE IV

##### AMENDMENTS AND MISCELLANEOUS

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4.01 **Amendments to Bylaws.** Except as otherwise provided herein any of these Bylaws except Section 1.03 of Article I hereof may be amended only upon the affirmative vote of 2/3rds of the Members entitled to vote at any regular or special meeting of the Members, provided that notice of the proposed amendment is given to all Members in writing at least ten (10) days prior to such meeting. Section 1.03 of Article I hereof may not be amended except by unanimous consent of all Lot Owners.

4.02 **Terms.** All terms used in these Bylaws shall have the same meaning as those defined in the Declaration.

4.03 **Conflicts with Declaration.** In the event of any conflict between the provisions of these Bylaws and the Declaration, the provisions of the Declaration shall control.