Instr. Number: 2025-01085
Recorded: 3/12/2025 at 1:01:39.0 PM
County Recording Fee: $77.00
Iowa E-Filing Fee: $3.00
Combined Fee: $80.00
Revenue Tax:
Sarah M Hearst - Recorder
Muscatine County, Iowa

Prepared by and Return to: R Craig Oppel, Allbee & Barclay, P.C., 115 E. 2nd St., Muscatine, IA 52761; 563-263-1960

RESTRICTIVE COVENANTS FOR ELDER RIDGE SUBDIVISION TO MUSCATINE COUNTY, IOWA, AND BY-LAWS OF THE ELDER RIDGE SUBDIVISION HOMEOWNER'S ASSOCIATION

THIS DOCUMENT SHALL BE THE RESTRICTIVE COVENANTS FOR ALL PHASES OF THE RURAL RESIDENTIAL DEVELOPMENT KNOWN AS ELDER RIDGE SUBDIVISION TO MUSCATINE COUNTY, IOWA, AND THIS DOCUMENT SHALL ALSO BE THE BY-LAWS OF ELDER RIDGE HOMEOWNER'S ASSOCIATION, A NOT FOR PROFIT IOWA CORPORATION.

THIS DECLARATION MADE AND EXECUTED BY: Kenneth W. Morrison and Susan L. Morrison, husband and wife, Muscatine County, Iowa.

WITNESSETH:

That for the mutual benefit of the present owners of all of the lots in all phases of ELDER RIDGE SUBDIVISION in Muscatine County, Iowa, and for the benefit of future owners of any of said lots, the undersigned do hereby declare and bind themselves, their assigns, grantees, transferees, and all successors in interest in the ownership of all of the lots in all phases of the residential development called ELDER RIDGE SUBDIVISION, which lies in Muscatine County, Iowa, to the following By-Laws and Covenants. These Covenants shall run with the land and shall be binding upon all owners thereof so long as said covenants remain in force and effect, and/or as long as

the corporation known as ELDER RIDGE SUBDIVISION HOMEOWNER'S ASSOCIATION is in existence, to wit:

PHASE 1:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 78 NORTH, RANGE 4 WEST OF THE 5th P.M., MUSCATINE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 14 (A CONCRETE MONUMENT IN PLACE); THENCE SOUTH 88°12'45" WEST (ASSUMED BEARING), 923.05 FEET ALONG THE SOUTH LINE OF SAID SECTION 14 TO THE POINT OF BEGINNING OF SAID PARCEL HEREIN DESCRIBED; THENCE CONTINUING SOUTH 88°12'45" WEST, 242.08 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00°20'11" EAST, 14.98 FEET TO THE BEGINNING OF A 117.00 FOOT RADIUS TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE AND ARC DISTANCE OF 186.76 FEET THROUGH A CENTRAL ANGLE OF 91°27'20"; THENCE NORTH 88°12'29" EAST, 244.88 FEET TO THE BEGINNING OF A 183.00 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 212.62 FEET THROUGH A CENTRAL ANGLE OF 66°34'09"; THENCE SOUTH 25°13'22" EAST 87.65 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ELDER AVENUE; THENCE SOUTH 64°35'43" WEST 66.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 25°13'22" WEST, 87.86 FEET TO THE BEGINNING OF A 117.00 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE 135.94 FEET THROUGH A CENTRAL ANGLE OF 66°34'09"; THENCE SOUTH 88°12'29" WEST, 244.88 FEET TO THE BEGINNING OF A 183.00 FOOT RADIUS TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 292.10 FEET THROUGH A CENTRAL ANGLE OF 91°27'20"; THENCE NORTH 00°20'11" WEST 13.38 FEET TO THE SOUTH LINE OF SECTION 14; THENCE SOUTH 88°12'45" WEST, 242.07 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00°20'11" WEST, 595.75 FEET; THENCE SOUTH 88°20'52" WEST, 1482.79 FEET; THENCE NORTH 00°56'49" WEST, 734.18 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE NORTH 88°34'46" EAST, 200.01 FEET; THENCE SOUTH

00°56'49" EAST, 233.34 FEET TO A CORNER POST; THENCE NORTH 88°20'52" EAST, 1382.92 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°16'35" EAST, 102.48 FEET ALONG SAID EAST LINE TO AN EXISTING FENCE; THENCE NORTH 88°19'33" EAST, 455.44 FEET ALONG SAID EXISTING FENCE; THENCE SOUTH 00°20'11" EAST, 992.28 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 32.035 ACRES MORE OR LESS, AND IS SUBJECT TO THE EASEMENTS OF RECORD.

PHASE 2:

A parcel of land located in the Southwest Quarter of the Southeast Quarter of Section 14, Township 78 North, Range 4 West of the Fifth Principal Merdian, in Muscatine County, Iowa, more particularly described as follows:
Commencing at the Southwest corner of the Southeast Quarter (a concrete monument in place); thence North 88°12'45" East (assumed bearing) 587.23 feet along the South line of the Southeast Quarter of said Section 14 to the point of beginning of said parcel herein described;
thence North 00°21'11" West 597.40 feet to the South line of Elder Ridge Subdivision; thence North 88°20'52" East 698.57 feet along said South line to the Northwest corner of Lot 14 of Elder Ridge Subdivision; thence South 00°20'11" East 595.75 feet along the West line of Lots 10, 11, 12, 13, and 14 of Elder Ridge Subdivision to the South line of the Southeast Quarter of Section 14; thence South 88°12'45" West 698.61 feet along said South line to the point of beginning.

Said parcel of land containing 9.565 Acres.

PHASE 3:

A PARCEL OF LAND LOCATED IN THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 4 WEST OF THE 5TH PRINCIPAL MERIDIAN, MUSCATINE COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 14 (A CONCRETE MONUMENT IN PLACE); THENCE SOUTH 00°29'03" EAST, 24.75 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88°21'11" WEST, 336.60 FEET PARALLEL TO AND 24.75 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE WESTERLY RIGHT-OF-WAY LINE OF ELDER AVENUE; THENCE SOUTH

33°49'51" EAST, 376.03 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 11°29'17" EAST, 171.92 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 88°12'45" WEST, 563.03 FEET; THENCE SOUTH 00°29'03" EAST, 1,153.21 FEET; THENCE SOUTH 88°19'33" WEST, 715.84 FEET TO THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 14; THENCE NORTH 00°16'38" WEST, 337.29 FEET ALONG SAID WEST LINE; THENCE NORTH 88°17'13" EAST, 16.51 FEET; THENCE NORTH 00°16'38" WEST, 835.26 FEET; THENCE NORTH 88°21'11" EAST, 212.50 FEET; THENCE NORTH 00°16'38" WEST, 470.24 FEET; THENCE NORTH 88°21'11" EAST, 377.46 FEET; THENCE NORTH 52°14'48" EAST, 14.00 FEET; THENCE NORTH 88°21'11" EAST, 171.60 FEET; THENCE SOUTH 55°32'26" EAST, 14.00 FEET; THENCE NORTH 88°21'11" EAST, 232.65 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING 29.373 ACRES MORE OR LESS, AND SUBJECT TO EASEMENTS OF RECORD.

DIVISION I: BY-LAWS

ARTICLE I
BUSINESS OFFICES

Section 1.01. Principal Office. The principal office of ELDER RIDGE SUBDIVISION HOMEOWNER'S ASSOCIATION (hereinafter the Association) in the State of Iowa shall be located at 1286 Elder Avenue, West Liberty, Muscatine County, State of Iowa.

Section 1.02. Registered Office. The registered office of the Association required by the Iowa Business Corporation Act to be maintained in the State of Iowa shall be at 1286 Elder Avenue, West Liberty, Muscatine County, Iowa, and the initial registered agent there shall be Kenneth W. Morrison. The registered agent and office may be changed from time to time by the Board of Directors as provided by law.

ARTICLE II
MEMBERS

Section 2.01. Members. The owner(s) of each platted lot and each condominium unit located in Elder Ridge Subdivision - Phase II and Elder Ridge Subdivision - Phase III, when completed, of Muscatine County, Iowa shall be members of this Corporation in accordance with the Articles of Incorporation.

ARTICLE III
MEETINGS

Section 3.01. Meetings. An annual membership meeting shall be conducted on or by the first of October of each year. The Secretary shall advance notice to each member at least ten (10) days prior to the annual meeting. Special meetings of the membership may be called and held according to the provisions of Article VI of the Articles of Incorporation.

Section 3.02 Notice to Members Meetings. Every notice to members shall include an agenda of the upcoming meeting and a proxy form to complete in lieu of attendance.

Section 3.03 Order of Business. The order of business at the annual meeting shall be as follows:

(1) Roll call;
(2) Reading notice and proof of mailing;
(3) Reading of minutes of last preceding meeting;
(4) Report of President;
(5) Report of Secretary;
(6) Report of Treasurer;
(7) Election of Directors;
(8) Transaction of other business mentioned in the notice;
(9) Adjournment;
Provided that, in the absence of objection, the presiding officer may vary the order of business at his or her discretion.

Section 3.04. Special Meetings. Emergency meetings shall be conducted upon the call of the President or the majority vote of the Board of Directors. A good faith effort shall be made to notify all members of such a meeting. An emergency meeting shall be called only if the following conditions are met:

1. The emergency is such as to endanger the health or safety of the residents of the Subdivision; and
2. A special meeting of the membership shall be called within ten (10) days after the emergency meeting to consider the ratification of actions taken.

Fifty-one percent (51%) of the voting membership shall constitute a quorum at any annual or any special meeting. Five (5) voting members shall constitute a quorum at

any emergency meeting. Votes may be cast in person or by proxy. A proxy vote shall be submitted to the Secretary, prior to the call for vote, in writing. Meetings shall be conducted according to Robert's Rule of Order.

ARTICLE IV
VOTING

Section 4.01. Voting. The owner(s) of each platted lot **and** each condominium unit located in Elder Ridge Subdivision shall be entitled to one vote at any meeting as specified in Article II of this document and in accordance with the Articles of Incorporation.

1. If two or more persons are entitled to one vote on the basis of ownership, they shall cast their vote as one full vote. Such persons shall be deemed one voting member in accordance with Article II of this document.
2. If one owner(s) owns two or more platted lots, such owner(s) shall be entitled to one vote for each platted lot.
3. The spouse of an owner may cast the vote for that owner. Joint owners who own more than one platted lot may divide their votes so long as no more than one vote per platted lot is cast. Single votes may be divided between joint owners.

ARTICLE V
BOARD OF DIRECTORS

Section 5.01. Board of Directors. The business, property and affairs of this Corporation shall be managed by a Board of Directors composed of five (5) members who are residents of the subdivision (This is intended to modify the provision in the Articles of Incorporation which be made to notify all members of such a meeting.)

Section 5.02. General Powers. The Board of Directors shall not have the power to make and alter any Bylaw or Bylaws including the fixing or altering of the number of the Directors.

The Board of Directors shall have the power to appoint other officers and agents as the Board may deem necessary for the transaction of the business of the Corporation. Any officer or agent may be removed by the Board of Directors whenever, in the judgment of the Board, it is in the best interest of the Corporation. The Board shall have the power to fill any vacancy in any office occurring for any reason.

Section 5.03. Vacancies. Vacancies in the Board of Directors shall be filled by appointment made by the remaining Directors. Each person elected to fill a vacancy shall remain a Director until a successor has been elected by the members, who may take that election at the next annual meeting or at any special meeting called for that purpose.

ARTICLE VI
OFFICERS

The officers of the Corporation shall be composed of the President, Vice-President, Past President, Secretary, and Treasurer.

Section 6.01. The President shall:

1. Supervise the affairs and activities of the Corporation.
2. Preside at all annual emergency and special meetings of the Corporation and of the Board of Directors.
3. Be ex-afficio of all committees.
4. Subject to the approval and consent of the Board of Directors, appoint members to such committees as may be necessary to carry out affairs of the Corporation.

Section 6.02. The Vice-President and Past President shall:

1. Preside at annual, emergency, special and Board of Directors meetings in the absence of the President
2. Assist the President in the supervision of the Corporation's affairs.

Section 6.03. The Secretary shall:

1. Give written notice to the membership at least ten (10) days prior to all annual or special meetings.
2. Keep a permanent written record of all minutes.
3. Maintain and care for all permanent records of the Corporation and file an exact duplicate of all such records with the registered agent.
4. Correspond in the name and on behalf of the Corporation regarding the business of the Corporation.

Section 6.04. The Treasurer shall:

1. Issue statements of assessments and be responsible for the collection thereof; disperse funds with the consent of the Board; keep records of corporate funds and report all financial transactions and conditions to the Board and membership.
2. Sign checks for the Corporation and sign any other instruments or documents as are incident to the Treasurer's duties or as may be directed by the Board or membership.
3. Submit all corporate financial records to a person or persons appointed by the Board prior to the annual meeting each October to complete an informal audit to be presented at each annual meeting.

ARTICLE VII
General Provisions

Section 7.01. Seal. The Association shall have no seal.

Section 7.02. Accounting Year. The Association shall operate on a calendar year basis.

Section 7.03. Execution of Instruments. Unless otherwise provided by the Board of Directors, the following documents or instruments having or requiring the acknowledgment of the Association - deeds, mortgages, conveyances, real estate contracts and real estate leases – shall be signed in the name of the Association by the President and signed or attested by the Secretary or Treasurer, provided that no such instruments shall be executed except by direction of the Board of Directors.

Section 7.04. Checks and Drafts. All checks and drafts issued in the name of the Association shall be signed by any one of the following three: the President, the Secretary, or the Treasurer of the Association.

Section 7.05. Indemnification. The Association shall indemnify all Directors, Officers, employees and agents of the Association, or individuals serving at the request of the Association, as provided in Iowa Business Corporation Act (or successor provisions).

Section 7.06. Duty of Care. Directors and Officers of the Association shall not be liable for losses of the Association incurred under their management which are not the result of misconduct in the performance of duty or negligence in failing to exercise that diligence, care and skill which an ordinary prudent man would exercise under similar circumstances.

Section 7.07. Reliance on Documents. Each Director and Officer shall in the performance of their duties, be fully protected in relying and acting in good faith, if it shall be reasonable for them to rely and act in good faith, upon the books of account or other records of the Association or reports made or financial statements presented by any Officer of the Association by an independent accounting firm of such accountants or by an appraiser selected with reasonable care by the Board of Directors or by a committee hereof.

DIVISION II
RESTRICTIVE COVENANTS FOR
ELDER RIDGE SUBDIVISION- PHASE III
TO MUSCATINE COUNTY, IOWA

ARTICLE VIII

Section 8.01. The following provision shall be applicable to construction on the subdivision lots:

1. All Lots shall be used only for residential purposes. Mailboxes are to be black and on all lots and may be obtained from the developer. No structure shall be erected on any Lot other than single family dwellings or condominiums. All blueprints and plot plans must be submitted for approval.

2. A home constructed must have 1400 square feet for a single-story dwelling and a two-car garage. Any two-story dwelling constructed will have no less than 1100 square feet on the first story, with a total of 1400 square feet living area. The homes must be stick built on site. Any variation from this must be approved by the Board of Directors.

3. No livestock or poultry shall be kept on the Lots owned by individual owner(s).

4. No abandoned cars, vehicles, or equipment shall be parked on any driveway longer than forty-eight (48) hours. No motor homes, campers, watercraft, trailers, equipment or stock cars shall be parked on any roadway.

Parking any type of motorized vehicles, motor homes, campers, watercraft, trailers, equipment or stock cars on any lot on an area other than a driveway is prohibited. No motorized vehicle, motor home, camper, watercraft, trailer, equipment or stock car shall be parked for more than seven (7) days at a time in any driveway except as follows:

Motor homes and campers may be parked on the property for not more than 30 consecutive calendar days during a period beginning at 12:00 A.M. on May 1st and ending at 12:00 A.M. October 31st of each year if the following criteria are met:

Motor homes and/or campers must be parked on a concrete steel-enforced pad immediately adjacent to the main structure (house) and contiguous to the driveway on each lot. At no time will any part of a motor home and/or camper be parked in such a manner that would allow any portion of said motor home and/or camper to extend beyond the front edge of the living quarters of the main structure (house) located on each lot. Motor homes and/or campers may not block or impede line of sight or right-of-way access to roads within the subdivision. Motor homes and/or campers must be kept in road-worthy order, licensed, registered and insured. Motor homes and/or campers may not be in a visual state of disrepair and must be kept to manufacturer's standards, including no flat tires, broken windows or general deterioration.

5. No cars or vehicles shall be parked on the roadways more than twenty-four (24) hours and the charges therefore shall be to individual Lot owners accordingly.

6. All garbage and trash removal shall be the responsibility of the individual Lot owner(s) and the charges therefore shall be to individual Lot owner(s) accordingly.

7. All garages and out buildings shall be constructed of the same siding construction as the house and their exterior appearance shall be the same as the residence to which they are added. The size limitation of all garages and out building shall be limited to 12 feet by 12 feet on a concrete slab. Outbuildings or sheds shall be prohibited on Lots 1,3,4,5,7, 8 and 9 located along the golf course. Any variance therefrom shall be subject to written approval in advance by majority vote of the Elder Ridge Subdivision Board of Directors.

8. Each resident Lot shall be kept free of weeds and debris and the owner thereof shall be responsible for keeping the grass at a reasonable height. All shall be properly trimmed. All buildings shall be maintained and repaired in good condition to enhance the beauty of the neighborhood. Unimproved Lots shall be maintained to a maximum of one foot in height.

9. Homeowner's are prohibited from the following dog breeds from being on their property or within the subdivision: Pit Bulls and Rottweilers. Dog kennels may be constructed being no larger than 12 feet by 12 feet. Dogs and other pets shall not be permitted to run at large.

10. None of the residential Lots herein described shall be further subdivided for the purpose of constructing an additional residence thereon, nor shall any residence of a temporary nature be permitted.

11. All construction will be completed within nine (9) months from ground breaking on the property site. All yards are to be brought up to grade within nine (9) months from the ground breaking after construction is completed. During construction, it shall be the responsibility of each Lot owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials are kept in a neat and orderly manner. All general contractors are to have proof of insurance during construction.

12. Erosion and sedimentation control plan to be shown on site plan. Give a detailed plan for erosion control methods. Erosion control will be required for all building sites and must be established before ground is distributed. Erosion control methods must be maintained until growth is established.

13. As a part of the construction, each Lot owner and said Owner's Builder or Contractor shall be responsible for erosion control both during construction and after construction has been completed. All lots shall be graded and maintained in such manner so as to minimize damage which might result to other Lots as a result of erosion and surface water drainage.

14. No noxious or offensive uses of the lots shall be permitted, nor shall anything be done thereon which would reasonably be considered an annoyance or nuisance in a residential neighborhood.

15. Invalidation of any one of the covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

16. No pool shall be constructed or placed upon any property without the Board's approval. If approved, the Lot owner shall be responsible for all water usage costs associated with said pool use or maintenance.

17. No fencing shall be constructed or placed upon any property without the Board Approval.

18. No residential irrigation systems will be permitted within the subdivision.

19. All burning is banned. Debris must be hauled away and not burned.

20. The owners of Outlot A may continue to use the original homestead located on said lot as a dwelling until the owner is able to build a new home.

21. The Corporation will carry a form of liability insurance coverage.

22. These covenants will run with the land, and may be renewed by filing of a verified claim as provided in Section 612.24 of the Code of Iowa. Any person (or persons) who is the record owner of one Lot as herein described may file that verified claim which shall be the renewal of these covenants for a period of not less than ten years. It is the intent of this paragraph to provide for the rendering of these covenants as perpetual in nature.

23. If the parties hereto, or any of them, of their heirs or their assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons who is a member of this corporation to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either prevent him or them from so doing or to recover damages or other dues for such violation.

ARTICLE IX
ROADS AND STREETS

Section 9.01. Participating Lots. All lots within all phases of Elder Ridge Subdivision shall be subject to, and participate in, the programs relating to roads and streets.

Section 9.02. Roads, Streets, and Vehicular Access Easements.

(A) The roads, streets and vehicular access easements within and leading to Elder Ridge Subdivision shall be known as the Elder Ridge Subdivision Road System, and shall be owned, operated and maintained by the Elder Ridge Subdivision Homeowner's Association.
(B) Each individual lot owner shall own, operate and maintain his or her own driveway which provides access from the streets, roads and vehicle access easements as shown on the plan of Elder Ridge Subdivision.
(C) The cost of operating the Elder Ridge Subdivision Road System, including, but not limited to, snow removal shall be shared equally by all of those lot owners within

Elder Ridge Subdivision. Each lot owner shall participate in all matters relating to the Elder Ridge Road System as soon as title to the lot is acquired. Each lot owner who is a participant in the Elder Ridge Road System shall be entitled to one vote for each lot owned in the approval or disapproval of the annual road system budget as presented by the Elder Ridge Homeowner's Association.

(D) Ten days prior to each annual meeting of the members of the Elder Ridge Homeowner's Association, the Board of Directors shall present to each member a proposed budget for the next year's operation of the Elder Ridge Road System. The budget may provide for an emergency fund to be accumulated by the Board to be expended for emergency repairs to the road system without the prior approval or consent of the participants in the road system programs. The budget shall provide for assessments (on an annual or more often basis) to be paid by the lot owners for the operation and maintenance of the road system. The budget shall also contain the actual amounts expended on an item-by-item basis for operation and maintenance of the road system during the previous year. Assessments under the budget may not be made until the budget has been approved in writing by 2/3 of those lot owners eligible to vote on road system matters. The road system budget and assessments may be amended from time to time, but only after a special meeting of those members eligible to vote on road system matters and the written approval of 2/3 of those lot owners eligible to vote on road system matters.

ARTICLE X
AMENDMENT OF BYLAWS, COMMITTEES AND ASSESSMENTS

Section 10.01. Bylaws. These Bylaws maybe amended, altered, added to, or repealed by the affirmative vote of a majority of the members entitled to vote at any regular or special meeting of the members if notice of the proposed amendment, alteration, addition, or repeal is contained in the notice of the meeting, or by the affirmative vote of a majority of the Board of Directors if the amendment, alteration, addition, or repeal is proposed at a regular or special meeting of the Board and adopted at a subsequent regular meeting; provided that any bylaws made by the affirmative vote of a majority of the Board of Directors as provided here may be amended, altered, added too or replaced by the affirmative vote of a majority of the members entitled to vote at any regular or special meeting of the members; also provided, that no change of the date for the annual meeting of members shall be made within ten (10) days before the day on which the meeting is to be held.

Section 10.02. Committees. There shall be one standing committee, consisting of two

(2) and no more than five (5) members. Committee members shall be appointed by the Board of Directors. The committee shall be:

1. The Board of Directors may create special or ad hoc special committee as needed, and the Board may define the duties and obligations of such committees.
2. The above committee shall act in a recommending capacity to the Board of Directors. Specific powers and duties may be assigned to a committee by a majority vote of the Board members of the Corporation.

Section 10.04. Assessments. The assessments provided for the Article VIII of the Articles of Incorporation shall be levied on a per platted lot basis and for a designated purpose. Such assessments shall be due and payable through the Treasurer of the Corporation on a date determined by Corporation. Upon receipt of assessment payments, the Treasurer shall deposit the monies into specific accounts designated for that purpose. Monies assessed for various purposes such as road maintenance shall be kept by the Treasurer and separate records for each account shall be maintained. The Treasurer shall maintain an account for the road fund. Upon direction of the Board of Directors, the Treasurer shall establish new accounts and maintain said accounts.

Assessments which remain unpaid thirty (30) days after the due date shall be recorded as delinquencies by the Treasurer to the Board of Directors. The Board shall, in its discretion, institute action to collect the unpaid assessments. Any cost incurred by the Corporation in so collecting unpaid assessments, including court costs and a reasonable attorney's fee, shall be assessed to the defendant/lot owner.

ARTICLE XI
Invalidation

Section 11.01. Invalidation of any one of these Covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated at West Liberty, Iowa, this 5 day of March, 2025.

Lori Leggins, President

Jennifer Laughlin, Secretary

STATE OF IOWA, COUNTY OF MUSCATINE, ss:

On this 5 day of March, 2025, before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared, Lori Leggins and Jennifer Laughlin to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Elder Ridge Homeowner's Association, executing the within and foregoing instrument, that no seal has been procured by the corporation, that the instrument was signed on behalf of that corporation by authority of its Board of Directors; and that Lori Leggins and Jennifer Laughlin as such officers acknowledged the execution of this instrument to be a voluntary act and deed of the corporation, by it and by them voluntarily executed.

Witness my hand and Notarial seal the date and year last above written.

Morgan Fargo
Notary Public in and for said State

MORGAN FARGO
Commission Number 858331
MY COMMISSION EXPIRES
8/23/27