

**ARTICLES OF INCORPORATION
OF
SOLOMONS LANDING PART THREE OWNERS' ASSOCIATION**

Recorder's Cover Sheet

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Taxpayer Information:

Solomons Landing Part Three Owners' Association
c/o Brandon Pratt
75 Commercial Drive #916
North Liberty, IA 52317

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**ARTICLES OF INCORPORATION
OF
SOLOMONS LANDING PART THREE
OWNERS' ASSOCIATION**

In compliance with the requirements of the Revised Iowa Nonprofit Corporation Act under Chapter 504 of the 2024 Code of Iowa, as amended, the undersigned acting as incorporator of a nonprofit corporation hereby adopts the following Articles of Incorporation.

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

The name of the corporation is Solomon's Landing Part Three Owners' Association, hereinafter called the "Association," and its principal offices shall be located in North Liberty, Johnson County, Iowa.

**ARTICLE II
REGISTERED OFFICE**

The registered office of the Association shall be located at 425 E. Oakdale Blvd, Suite 201, Coralville, Johnson County, Iowa 52241.

**ARTICLE III
REGISTERED AGENT**

Ryan J. Prahm shall be the initial registered agent.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

The purposes of the Association are exclusively not for private profit or gain and no part of its activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the Association shall make no distribution of income to its members, directors or officers. The general purposes for which the Association is formed are to provide for maintenance, repair, preservation of Outlot A (the streets) of the Subdivision and any other common area for which the Association may assume responsibility to maintain and repair, hereafter "Common Areas" within those certain tracts of property known as Solomons Landing – Part Three, North Liberty, Iowa (and any resubdivision thereof), and according to the recorded plat thereof, and hereafter referred to herein collectively as the "Subdivision." The legal description for the Subdivision is provided on attached Exhibit A and shall be unaffected by subdivision thereof.

For these purposes the Association shall have, without limitation, the following powers:

- (a) To acquire, own, operate, use, manage, control, preserve, landscape, repair, insure and maintain the Common Areas;
- (b) To join with the management of any other Association(s) owning and

maintaining similar properties in securing or providing services or facilities common in whole or in part to both or all, and in discharging the expense thereof;

(c) To fix, assess, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and Association Bylaws, and to file liens against Lots to secure the payment thereof; to pay all expenses in connection therewith and all administrative and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) To borrow money and, with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) To dedicate, sell or transfer all or any part of the property of the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members, agreeing to such dedication, sale or transfer;

(g) To participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes provided that any such merger shall have the assent of two-thirds (2/3) of the members.

(h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Iowa by law may now or hereafter have or exercise.

ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in a lot located in the Subdivision, including contract vendees, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association. The rights and obligations of the members shall be governed by the provisions of the Bylaws to be adopted as provided in Article VIII. The voting rights of the members shall be fixed, limited, enlarged, or denied to the extent specified in the Bylaws.

ARTICLE VI VOTING RIGHTS

The Association shall have one class of voting membership, being all of the

owners of the lots entitled to one vote for each lot owned, except as may be otherwise specifically provided for in the Bylaws. When more than one person holds an interest in any such lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE VII BOARD OF DIRECTORS

The number of directors constituting the initial Board of Directors of the corporation is one (1) and the name and address of the person who is to serve as the initial director is:

<u>Name</u>	<u>Address</u>
Brandon Pratt	75 Commercial Drive Unit 916 North Liberty, IA 52317

The initial Board of Directors shall serve until its term expires as provided in the Bylaws, but thereafter a director may be removed from office at a Special Meeting of the members of the Association in such a manner as may be provided in the Bylaws.

ARTICLE VIII BYLAWS

Initial Bylaws of the Association shall be adopted by its Board of Directors. Thereafter such Bylaws may be altered, amended or repealed as provided therein.

ARTICLE IX EXECUTION OF WRITTEN INSTRUMENTS

All instruments executed by the Association shall be deemed sufficient if executed as provided by specific resolution of the Board of Directors as certified by the president, vice president or secretary of the Association.

ARTICLE X DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidated, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI DURATION

Unless dissolved, the Association shall exist perpetually.

ARTICLE XII
EXEMPTION OF MEMBERS FROM PERSONAL LIABILITY

The private property of all members of the Association shall be wholly exempt from liability for any and all debts, obligations and liabilities of the Association.

The liability of a director of the corporation to the corporation or its members for money damages for any action taken, or any failure to take any action, as a director is hereby eliminated to the fullest extent permitted by the Act, except liability for any of the following:

1. The amount of a financial benefit received by a director to which the director is not entitled;
2. An intentional infliction of harm on the corporation or the Members;
3. A violation of Section 504.834 of the Act; or
4. An intentional violation of criminal law.

The private property of all Members of the Association shall be wholly exempt from liability for any and all debts, obligations and liabilities of the Association.

ARTICLE XIII
AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3rds) of the entire membership.

ARTICLE IX
INCORPORATOR

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Brandon Pratt	75 Commercial Drive Unit 916 North Liberty, IA 52317

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Iowa, the undersigned, being the sole incorporator of this Association, has executed these Articles of Incorporation this 11th day of December 2024.

INCORPORATOR



Brandon Pratt

STATE OF IOWA, JOHNSON COUNTY) ss:

This instrument was acknowledged before me on this 11th day of December 2024, by Brandon Pratt.



Notary Public in and for said State

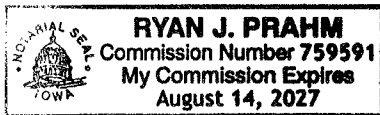


Exhibit "A"
Legal Description

SOLOMON'S LANDING PART THREE
NORTH LIBERTY, JOHNSON COUNTY, IOWA

Beginning at the Northeast Corner of Outlot "A" of Solomon's Landing - Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 66 at Page 88 of the Records of the Johnson County Recorder's Office; Thence S45°52'00"E, along the East Line of said Outlot "A", a distance of 21.36 feet; Thence S01°14'54"E, along said East Line, 394.83 feet, to the Northeast Corner of Solomon's Landing - Part Two, in accordance with the Plat thereof Recorded in Plat Book 67 at Page 163 of the Records of the Johnson County Recorder's Office; Thence Southwesterly, 39.27 feet, along the North Line of said Solomon's Landing - Part Two, on a 25.00 foot radius curve, concave Northwesterly, whose 35.36 foot chord bears S43°45'06"W; Thence S88°45'06"W, along said North Line, 473.36 feet; Thence Southwesterly, 65.54 feet, along said North Line, on a 180.00 foot radius curve, concave Southeasterly, whose 65.17 foot chord bears S78°19'17"W; Thence S67°53'28"W, along said North Line, and the Southwesterly Projection thereof, 19.67 feet; Thence N01°06'43"W. 259.80 feet; Thence N35°25'36"W, along the Southeasterly Projection of, and the Northeasterly Line of Lot 11 of said Solomon's Landing - Part One, a distance of 151.44 feet; Thence N59°45'06"W, along the Northerly Lines of Lot 12 and Lot 13, of said Solomon's Landing - Part One, 151.33 feet, to the Northern Most Corner of said Lot 13, and a Point on the North Line of Outlot "A" of said Solomon's Landing - Part One; Thence N89°30'36"E, along the North Line of said Outlot "A", 779.39 feet, to the point of beginning.