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Johnson County Iowa
Kim Painter County Recorder

BK 5292 PG 482-498

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**CERTIFICATION OF AMENDED
AND
RESTATED BY-LAWS
Recorder's Cover Sheet**

Preparer Information:

James D. Houghton
216 Stevens Dr., P.O. Box 1147
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Taxpayer Information:

Dave Skallerud
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Return Address:

James D. Houghton
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Iowa City, IA 52244-1147

Grantors: N/A

Grantees: N/A

Legal Description: Riverview Estates Lots

Document or instrument number if applicable:

CERTIFICATION OF AMENDED AND RESTATED BY-LAWS
OF
RIVERVIEW ESTATES OWNERS' ASSOCIATION

RE: RIVERVIEW ESTATES, JOHNSON COUNTY, IOWA

The undersigned do hereby certify that the amendments outlined in the attached Amended and Restated By-Laws were duly adopted with requisite member approval.

The undersigned do hereby further certify that the attached Amended and Restated By-Laws of Riverview Estates Owners' Association are the current By-Laws of the Association.

Riverview Estates Owners' Association

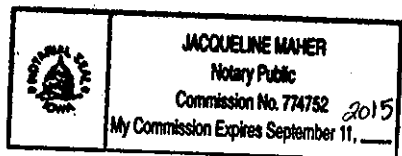
By: David L. Skallerud
David L. Skallerud, President

By: Melody G. Strub
Melody G. Strub, Secretary

STATE OF IOWA, COUNTY OF JOHNSON) ss:

This instrument was acknowledged before me on this 6th day of October, 2014, by David L. Skallerud, as President, and Melody G. Strub, as Secretary, of Riverview Estates Owners' Association.

Jacqueline Maher
Notary Public in and for the State of Iowa



**AMENDED AND RESTATED BY-LAWS
OF
RIVERVIEW ESTATES OWNERS' ASSOCIATION**

Article I

Name

The name of the Association shall be the Riverview Estates Owners' Association, hereafter referred to as the "ASSOCIATION"

Article II

Purposes

This ASSOCIATION is not organized for pecuniary gain or profit, direct or indirect, to its members, and the purposes for which it is formed are:

To promote the health, safety, and welfare of the residents residing within the area located in Johnson County, Iowa, known and designated as Riverview Estates, the plat of which is recorded in Plat Book 5, page 30, Plat Records of Johnson County, Iowa, and for this purpose to:

- a. Own, acquire, build, operate, and maintain recreation parks, playgrounds, swimming pools, streets, footways, including buildings, structures, personal properties incident thereto, hereinafter referred to as "the common properties", and prescribe and establish the rules and regulations for use thereof;
- b. Provide garbage and trash collection;
- c. Maintain unkempt lands or trees;
- d. To own, operate, and maintain a well and water system for the subdivision;
- e. Fix assessments (or charges) to be levied against property within Riverview Estates, including maintenance of the roads and water system;
- f. Enforce any and all By-Laws and Standing Rules applicable to Riverview Estates;
(Adopted at the April 27, 2014 Special Meeting.)
- g. Pay taxes, if any, on the common properties and
- h. Insofar as permitted by law, to do any other thing that in the opinion of the Board of

Directors will promote the common benefit and enjoyment of the residents of Riverview Estates.

Article III

Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any lot in Riverview Estates shall be a member of the ASSOCIATION, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Each said lot shall be entitled to one (1) vote in said ASSOCIATION. No lot, regardless of the number of owners of interest therein, shall be entitled to more than one vote.

Article IV

Assessments

Section 1. Creation of the Lien and Personal Obligation for Monthly Assessments.

Each member of the Riverview Estates Owners' Association agrees to pay to the ASSOCIATION: (1) monthly assessments, and (2) special assessments for capital improvements and unforeseen expenditures. The assessments, together with costs of collection thereof as hereinafter provided, shall be a charge on the real estate and shall be a continuing lien upon said real estate against which each such assessment is made. Each such assessment, together with such costs, and reasonable attorney's fees, shall also be the personal obligation of the person, persons or entity who was the owner of such lot at the time when the assessment became due:

Section 2. Purpose of Monthly Assessments.

The monthly assessments levied by the ASSOCIATION shall be exclusively for the purposes of promoting health, safety and welfare of the owners of the lots and shall include but shall not be limited to such projects as maintenance of the well and water system, including utilities and related equipment and the improvement and maintenance of roadway, services and facilities. Part of the monthly assessments may be used to build up a sinking fund for the purpose of financing capital improvements and for other expenses of the

ASSOCIATION deemed reasonable by the Board of Directors.

Section 3. Fixing of Monthly Assessments.

After consideration of current maintenance costs and future needs of the ASSOCIATION, the Board of Directors may fix monthly assessments. However, any such assessment shall have the approval of two-thirds (2/3rds) of the eligible votes cast in person or by proxy at a meeting duly called for this purpose. Written notice of assessment change shall be sent to all members according to the terms of the By-Laws. (Adopted at the September 25, 2011 Annual Meeting.)

Section 4. Special Assessments for Capital Improvements.

In addition to the monthly assessments authorized above, the ASSOCIATION may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in full or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the roadway, water system, or any other necessary purpose. However, any such assessment shall have the approval of two-thirds (2/3rds) of the eligible votes cast in person or by proxy at a meeting duly called for this purpose. Written notice of special assessment change shall be sent to all members according to the terms of these By-Laws. (Adopted at the September 25, 2011 Annual Meeting.)

Section 5. Uniform Rate.

Both monthly and special assessments must be fixed at a uniform rate except as set out in the ASSOCIATION'S Articles of Incorporation, except that lot owners without residential dwelling shall not be assessed for garbage removal or septic pumping. (Adopted at the September 30, 2012 Annual Meeting.)

Section 6. Effect of Non-Payment of Assessments -- Remedies of the ASSOCIATION.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within Ninety (90) days after said due date, the ASSOCIATION may commence an action at law (including but not limited to a lien against the member's property or resolved in small claims court). Interest, costs and reasonable attorney fees of any such action may be added to the

amount of such assessment. (Adopted at the September 25, 2011 Annual Meeting.)

Section 7. Subordination of the Lien to Mortgages.

Any lien arising out of an overdue assessment as discussed previously in this Article shall be subordinate to the lien of any recorded mortgage or mortgages. The lien, however, shall survive any sale or transfer of any interest in a lot by a member and shall continue to be a lien against said lot and against the subsequent purchasers, transferees or assignees.

Section 8. Release of Lien.

In the event such a lien is attached to a lot and is later paid, and there are no other liens against a lot, the Board of Directors shall issue a release showing that said lot is not subject to any liens arising under this Article. The signature of the President and that of the Secretary will be required on said release. The release shall be prepared in recordable form and recorded in the office of the Johnson County Recorder.

Section 9. Exempt Property.

Only the roadway and other common areas shall be exempt from assessments created herein.

Section 10. Conflict.

In the event any terms set forth in this Article are in conflict with or at variance from provisions contained elsewhere in these Articles, the terms of this Article shall control.

Article V

Meetings of the Membership

Section 1. The members of the ASSOCIATION shall meet at least once per year (annual meeting). Association year runs from October through September of the following year.
(Adopted at the September 25, 2011 Annual Meeting.)

Section 2. The Board of Directors shall have the authority to call additional meetings of the membership as the need arises.

Section 3. The time and place of each meeting of the membership shall be fixed by the Board of Directors and written notice of any meeting thereof other than the annual meeting shall be delivered by ordinary mail to all members of the ASSOCIATION at least ten (10) days but not more than fifty (50) days prior to the time so fixed. Written notice of the annual meeting shall be delivered by ordinary mail to all members of the ASSOCIATION at least thirty (30) days but not more than fifty (50) days prior to the time so fixed.

Section 4. Sixty (60) percent of the eligible votes of the ASSOCIATION shall constitute a quorum of the ASSOCIATION if physically present or represented by proxy. If, however, such quorum shall not be present or represented at the meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by members of his lot.

Article VI

Board of Directors

Section 1. The affairs of the ASSOCIATION shall be managed by a board of five (5) Directors.

Section 2. The Directors shall be elected for one year terms by a majority of the eligible votes cast at the annual meeting of the ASSOCIATION. The Directors shall be elected from the membership. No more than one owner of any lot shall serve as a Director at any one time nor may any person who does not reside within the Riverview Estates Subdivision serve on the Board of Directors. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions

of the Articles of Incorporation and these By-laws. The persons receiving the largest number of eligible votes cast shall be elected.

Section 3. Except as otherwise provided by law, the Articles of Incorporation or these By-Laws, the Board of Directors shall exercise all of the authority of the ASSOCIATION and shall perform the functions of the ASSOCIATION during the interim meetings of the ASSOCIATION. Such authority shall not include that of rescinding or modifying any official action taken by the ASSOCIATION membership.

Section 4. The Board of Directors shall be responsible for presenting to the members of the ASSOCIATION at its annual meeting an expenditure budget covering the period between the first of the month following the annual meeting and twelve months thereafter (hereafter referred to as the "Budget Period"). The budget shall have the approval of two-thirds (2/3rds) of the eligible votes cast in person or by proxy at the annual meeting. The Board of Directors shall be limited to expenditures totaling \$3,000 in excess of the approved budget during any budget period. Expenditures which exceed \$3,000 in excess of the approved budget during any budget period must have the approval of two-thirds (2/3rds) of the eligible votes cast in person or by proxy at a meeting of the ASSOCIATION duly called for this purpose. (Adopted at the September 14, 2014 Annual Meeting.)

Section 5. Meetings of the Board of Directors may be called by the President or upon petitions by two other members of the Board of Directors or Officers. The time and place for such meetings shall be designated by the President. A quorum shall consist of at least three (3) Directors.

Section 6. Any vacancy occurring in the Board of Directors between annual meetings shall be filled by the affirmative vote of a majority of the remaining Directors. A Director so elected shall be elected for the unexpired term of the Director's predecessor. Any Director may be removed from the Board, with cause, by a majority vote of all the membership votes of the ASSOCIATION. If a Director ceases to qualify as a member or no longer resides in the Riverview Estates Subdivision, that Director may be removed by a majority vote of the

remaining Directors.

Article VII

Officers of the ASSOCIATION

Section 1. The Officers of the ASSOCIATION shall be the President, Vice-President, Secretary and Treasurer. Any two or more offices may be held by the same person.

Section 2. All Officers of the Association shall be appointed for one year terms by the ASSOCIATION's Board of Directors. Officers must be members of the ASSOCIATION.

Section 3. The President must be a member of the Board of Directors. The Officers other than the President can (but are not required to be members of the Board of Directors. However, if said Officers are not members of the Board of Directors, they shall be ex-officio members of the Board of Directors.

Section 4. The term of office of appointed Officers shall begin immediately following their appointment at the first meeting of the Board of Directors after the annual meeting of the ASSOCIATION.

Section 5. An appointed Officer may be reappointed for successive terms.

Section 6. Duties of the Officers.

- a. The President shall be the chief executive and operating officer of the ASSOCIATION, shall preside at all meetings of the ASSOCIATION, and shall be the chairperson of and preside at all meetings of the Board of Directors. The President is responsible for approving all expenditures, and is responsible for the maintenance of the ASSOCIATION's common property except for the well. The President is responsible for maintaining the ASSOCIATION's non-financial records. The President shall negotiate all contracts of the ASSOCIATION unless specifically delegated to another member of the ASSOCIATION or Board of Directors.

- b. The Vice President shall perform the duties of the President in the event of absence or incapacity of the President, and shall be in charge of the maintenance of the ASSOCIATION'S water system (including the well) or may delegate these duties to another association member. (Adopted at the September 25, 2011 Annual Meeting.)
- c. The Secretary shall be responsible for taking and maintaining minutes at all meetings of the Board of Directors and the ASSOCIATION. The Secretary shall also be responsible for assisting other officers with communicating to the ASSOCIATION membership.
- d. The Treasurer shall represent the ASSOCIATION in, and be responsible for, the receipt, expenditure, and maintenance of funds in accordance with the directives established by the Board of Directors. The Treasurer shall be ready whenever required to give the Board of Directors all funds and financial records. The Treasurer shall submit an annual financial report at the annual meeting of the ASSOCIATION. The Treasurer shall maintain all financial records of the ASSOCIATION. The Treasurer shall send monthly statements to members owing assessments. (Adopted at the September 25, 2011 Annual Meeting.)

Section 7. Compensation and expenses of officers.

The only Officers to receive compensation from Riverview Homeowners Association is the duly elected Treasurer and the water sampling board member. The compensation is at the rate of one owner's residential dwellings lot's monthly assessment, each month as Treasurer. (Adopted at the October 12, 1997 Annual Meeting.) Any necessary expenses incurred in the performance of the duties of an Officer of the ASSOCIATION may be paid from ASSOCIATION funds by approval of the President. The presence of such an expenditure in the ASSOCIATION's approved budget would constitute an approval by the President, and only the approval of the Treasurer would be required.

Section 8. Vacancies in office.

- a. A vacancy created by the death or resignation of the President shall be filled by the Vice President until the next annual appointment of Officers.
- b. A vacancy in any office other than that of President shall be filled by a member of

the ASSOCIATION to be appointed by a majority vote of the Board of Directors from nominations by the President. Such appointment shall be on an interim basis until the next annual appointment of Officers.

- c. Any Officer can, with cause, be removed by a majority vote of the Board of Directors.

Article VIII

Employees/Committees

Section 1. Employees.

Provided necessary funds are available, the ASSOCIATION may employ personnel, either permanently, temporarily, or under specific contract or other arrangement, whose duties and remuneration shall be determined by the Board of Directors. No permanent employees however shall be employed without at least a majority vote of the members of the ASSOCIATION. Necessary expenses of any such employees may be paid from the funds of the ASSOCIATION under the policies of the Board of Directors established for such payment.

Section 2. Committees.

The Board of Directors may appoint such committees as it shall deem necessary or proper to carry out the functions of the ASSOCIATION.

Article IX

Standing Rules

Section 1. Current Rules.

- a. All lots shall be used only for residential purposes and no structure shall be erected on any lot other than a single-family dwelling not exceeding two (2) stories, and a one (1), two (2), or three (3) car garage, and any garage shall be part of or attached to the dwelling.
- b. No home shall be erected on any lot having a ground floor living area of less than one thousand five hundred (1,500) square feet in the case of a one (1) story structure, or less than one thousand (1,000) square feet in the case of a one-and-one-half (1 ½) or two (2)

story structure. (Adopted at the September 25, 2011 Annual Meeting.) Garages and breezeways shall not be considered as ground floor area.

- c. No home shall be erected on any lot unless the design and location thereof is in harmony with existing structure and locations and any dwelling erected thereon shall have a setback of forty (40) or more feet from the front line and ten (10) or more feet from the side line of any lot. (Adopted at the September 25, 2011 and April 27, 2014 Annual Meetings.) Exceptions to the latter requirement to this particular requirement may be permitted upon the majority vote of the Riverview Estates Owners' Association. Plans and specifications shall be approved by said ASSOCIATION if in compliance with these restrictive covenants. No construction shall commence without said approval.
- d. No trailer; basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. Boats, campers, mobile homes, or camper trucks shall not be stored or parked on any lot unless stored inside a garage, except during the months of May through September of each year. No contractor's building shall be permitted to remain on a lot after completion of the dwelling, and the construction of any building must be completed within one (1) year after commenced, except where completion is rendered impossible by reason of fire, strikes or other casualty. A monthly fine to be determined by the Board of Directors will be assessed for infractions of these rules. (Adopted at the September 25, 2011 Annual Meeting.)
- e. Each lot vacant or improved shall be kept free of weeds and debris. All plantings and shrubs shall be properly trimmed. All buildings shall be maintained in good repair and condition to enhance the beauty of the neighborhood. Non-compliance thirty (30) days after written notice may result in a fine determined by the Board of Directors. (Adopted at the September 25, 2011 Annual Meeting.)
- f. A perpetual easement not exceeding ten(10) feet in width along each boundary line shall be reserved over each lot for sewer, water, or utility installation and maintenance.
- g. No horses, cows, sheep or other domestic animals except for dogs and cats shall

be kept on the premises.

- 1) All pets (dogs/cats) shall be kept on the owner's lot and controlled by the owner. (Adopted at the October 18, 1998 Annual Meeting.)
 - 2) All pets off of owner's lot shall be leashed. The owner is responsible to pick up after their pets. (Adopted at the October 18, 1998 Annual Meeting.)
- h. There shall be provided on each lot sufficient hard- surfaced off-street parking area including driveway for the parking of two (2) automobiles. However, all motorized vehicles should be parked in the garage or driveway except when needed by non-resident visitors. At no time should abandoned vehicles be parked in the driveway. All motorized vehicles must be licensed and drivable. (Adopted at the September 25, 2011 Annual Meeting.)
- i. No noxious or offensive trade shall be carried on upon any lot, and nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This shall include but not be limited to the following:
- 1) Burning of leaves and branches shall be permitted only at such times as the wind is in a direction so that the smoke and odor will not be carried into houses located in that area (at no time shall the burning of other trash be permitted);
 - 2) The owner of each lot shall construct and maintain the property in such way as not to affect the natural flow of surface water onto, through, or from his/her property
- j. There shall be no parking on Riverview road except:
- a. As required to accommodate the temporary parking needs for non-resident visitors to the ASSOCIATION and there is no room in the driveway. In this case, all cars parked on Riverview Drive NE shall be parked on the west side (opposite well side) of the street. (Adopted at the September 25, 2011 Annual Meeting.)
 - b. As required to accommodate the temporary parking needs of homeowners during such times as driveway maintenance (including snow removal), and vehicle washing is occurring.
 - c. As required to allow access to emergency vehicles.
 - d. No parking on streets during winter months when snow is anticipated. (Adopted at the September 25, 2011 Annual Meeting.)

- k. No dogs will be allowed on the common property of the ASSOCIATION, except those accompanied by the dog's owner, on days designated for garbage pick-up. Dog owners are responsible for keeping dogs from disturbing neighbors. (Adopted at the September 25, 2011 Annual Meeting.)
- l. Each homeowner shall meet federal, state, and local regulations; rules and ordinances governing the maintenance of septic systems. Each homeowner shall have their septic system pumped every five years and when requested shall provide evidence to the Board of Directors that such pumping has occurred. The ASSOCIATION will schedule all homes together every five (5) years to have one (1) septic tank pumped. Homeowners with two (2) septic tanks are responsible for the expense of pumping the second tank. (Adopted at the September 30, 2012 Annual Meeting.)

Section 2. Adoption and Amendment.

Standing rules may be adopted or amended by the ASSOCIATION membership in accordance with Article XII, Section 1 of these By-Laws.

Section 3. Effect of violation of rules remedies of the ASSOCIATION.

- a. The Board of Directors may establish procedures for assessing fines to those members who violate the rules stated in this section. These fines will be added, upon notification of the member, to monthly assessments and shall be treated as such according to the terms of Article IV of these By-Laws. (Adopted at the September 25, 2011 Annual Meeting.)
- b. In the event of any violation, or attempted violation, of these rules it shall be lawful for any other person or persons owning any other lots in the ASSOCIATION to proceed at law or in equity against person or persons violating or attempting to violate any such rules either to prevent him or them from so doing or to recover damages for such violations;

Article X

Indemnification

Section 1. Any person who was or is a party or is threatened to be made a party to any

threatened pending or completed cause of action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than a suit by or in the right of the ASSOCIATION) by reason of the fact that such person is or was director, officer, employee, or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as director, officer, employee, or agent of another ASSOCIATION, partnership, joint venture, trust, or other enterprise, shall be indemnified by the ASSOCIATION for expenses (including reasonable attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such cause of action, suit, or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the ASSOCIATION, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit, or proceeding 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 such person reasonably believed to be in or not opposed to the best interests of the ASSOCIATION, and, with respect to any criminal action or proceeding, and reasonable cause to believe that such person's conduct was unlawful.

Section 2. Any person who was or is party or is threatened to be made a party to any threatened, pending, or completed cause of action or suit by or in the right of the ASSOCIATION to procure a judgment in its favor by reason of the fact that such person is or was director, officer, employee, or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the ASSOCIATION against expenses (including reasonable attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the ASSOCIATION. However, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of the person's duty to the ASSOCIATION unless, and only to the extent that,

the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.

Section 3. Any indemnification under sections 1 and 2 (unless otherwise ordered by a court of competent jurisdiction) shall be made by the ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in sections 1 and 2. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of members who were not parties to such action, suit, or proceeding, or (2) if such quorum is not obtainable, or even if obtainable, a quorum of disinterested members so directs, by independent legal counsel in a written opinion. Notwithstanding the provisions of sections 1 and 2 of this Article, to the extent that director, officer, employee, or agent of the ASSOCIATION has been successful on the merits, or otherwise, in defense of any action, suit or proceeding referred to in such sections, or in the defense of any claim, issue, or matter therein, such person shall, in any event, be indemnified against expenses (including reasonable attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the ASSOCIATION before the final disposition of such action, suit, or proceeding. Such expenses may be authorized by the Board of Directors in a specific case only upon receipt by the ASSOCIATION of an undertaking by or on behalf of the director, officer, employee, or agent to repay any such amount unless it shall ultimately be determined that such person is entitled to be indemnified in such amount by the ASSOCIATION.

Section 5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled to by any law of the State of Iowa, By-Laws, agreement, vote of members of disinterested members of the Board

of Directors or otherwise, both as to action taken in such person's official capacity and as to action in another capacity while holding such office and shall continue as to a person who ceased to be director, officer, employee, or agent and such rights shall inure to the benefit of such person's heirs, executors and administrators.

Article XI

Implementation

These By-laws and any future amendments, if adopted, shall have immediate effect.

Article XII

Amendments

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of eligible votes present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control. (Adopted at the April 27, 2014 Annual Meeting.)

Dated this 6th day of October, 2014.