

DELHI LAKEVIEW ESTATES
LANDOWNERS ASSOCIATION, INC
BY-LAWS

ARTICLE 1 - NAME

- Section 1. The name of the organization shall be "Delhi Lakeview Estates Association, Inc".
(Hereinafter referred to as the "Association".)
- Section 2. The office is the current President's mailing address or **21708-259th Street, Delhi, IA 52223.**

ARTICLE 2- PURPOSE

The purpose and objective of this Association shall be:

- a. To promote and maintain a civic organization to provide for the mutual advancement and welfare of the membership.
- b. To promote the civic improvement and development of conditions for the welfare of said members and for the protection of the value of their real estate, i.e. residential property - not businesses. If a business fails on Association property, it is not the Association's fault.
- c. To promote a spirit of good will and neighborliness.

ARTICLE 3- MEMBERSHIP

- Section 1.
 - a. All persons owning real estate in Delhi Lakeview Estates Association, Inc., Delaware County, Iowa, who shall be designated as grantees on such deeds by which title is acquired, shall be members of this Association.
 - b. Each member of this Association will be furnished a copy of the Covenants and By-laws(one per household) by either the Secretary or by a Board Member.
- Section 2. **MEMBERSHIP CLASSIFICATION:** Membership shall be as follows:
- a. A MEMBER IN GOOD STANDING is one who owns property in Delhi Lakeview Estates whether it have a structure on it or not and is paid up to date on all dues, dock fees, and assessments.
 - b. A MEMBER is one who owns property in Delhi Lakeview Estates but is NOT current on dues, dock fees, or assessments.
- Section 3. **VOTING RIGHTS**
Each MEMBER IN GOOD STANDING is entitled to:
- a. A voice at all general membership meetings.

- b. Receives one vote in the membership elections.
- c. All secret ballots shall be the equivalent of one vote.
- d. Absentee ballots: Ballots for Election of Officers will be issued to members in good standing upon written request to the Association Secretary or any Board member when received not less than 10 days nor more than 30 days prior to said election.
- e. Proxies for Election of Officers will be available for MEMBERS IN GOOD STANDING unable to attend.

Section 4. TERMINATION OF MEMBERSHIP: Membership shall not be transferred or terminated by non-payment of fees or assessments, but membership shall be terminated upon the sale of the property.

ARTICLE 4- GOVERNING BODY

Section 1. GOVERNING BODY: The Board of Directors will consist of five(5) members- President, Vice President, 2nd Vice President(Dock Master), Secretary, Treasurer.

- a. Officers shall be installed at the Annual(Fall) Meeting and assume their responsibilities immediately.
- b. The President, VP, 2VP, Secretary, Treasurer are elected for a term of two years and may succeed themselves unless they resign or are voted out. Only members in good standing are qualified to be Officers of the Association.

Section 2. DUTIES OF OFFICERS

The President:

- a. Shall supervise the executive affairs of the Association and shall preside at all meetings of the Association and Board of Directors. He or she shall have no vote at meetings of the Board of Directors except in the case of a tie. He or she shall sign with the Secretary or Treasurer, or other proper Officer of the Association authorized by the Board of Directors, all contracts or other instruments which the Board of Directors has authorized to be executed, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the Office of President and such duties as may be prescribed by the Board of Directors from time to time.
- b. Shall be responsible for securing a venue for all meetings and preparing an agenda.
- c. Shall notify the Executive Board members of the time and venue for the executive meetings and prepare an agenda.
- d. The President, with approval of the general membership, may establish Special Committees.
- e. Shall appoint the chairman of all special committees and have overall responsibility for steering the committees toward the planned objectives.

The Vice President:

- a. The Vice President, in the absence of the President or in the event of his or her inability or refusal to act, shall perform such duties as may be designated to him or her by the President or the Board of Directors.

- b. The President can be succeeded by the Vice President if he/she desires.
- e. Be a voting member of the Board of Director

The Second Vice President:

- a. With approval of the President shall have overall responsibilities for steering any committees toward the planned objectives.
- b. Maintain accurate membership lists and property ownership records including a dock directory.
- c. Be a voting member of the Board of Directors.

The Secretary:

- a. The Secretary is responsible for recording all minutes of all meetings and saving them in a manner that will avail them for an indefinite amount of time.
- b. Shall read minutes of the previous meeting at all meetings, and have available a copy of all Executive Board minutes. Shall electronically provide the minutes to any member who has provided the Board with their email address. Post the minutes in the shed during the summer months(May thru September).
- c. Provide notice of the annual meeting, or any other meeting in accordance with the provisions of these By-laws, or as required by law.
- d. Shall be responsible for any Association correspondence as directed.
- e. Be a voting member of the Board of Directors.

The Treasurer:

- a. The Treasurer will be responsible for billing and collecting all fees and dues from members, paying bills and all other financial duties for the Delhi Lakeview Estates Association, Inc. The treasurer will keep a record of all financial transactions in a manner that will be understandable for auditing purposes.
- b. Issue notices of assessments and special fee assessments as directed by the Board to the membership as they are due. Record and receipt all such assessments and fees.
- c. Shall be responsible for preparing a brief financial report for each meeting.
- d. Shall present the books to be audited at the end of each fiscal year.
- e. Be a voting member of the Board of Directors.

The Board of Directors:

- a. The Board will make public within 24 hours after election the names of the officers: President, Vice President, 2nd Vice President, Secretary, Treasurer.
- b. No expenditures for any specific purpose of three thousand(\$3000) or more per item shall be made by the Board of Directors prior to securing the approval of such expenditure by the majority vote of members present at an Annual, Regular, or Special Meeting.
- c. Membership dues are set by the Board and voted and approved by the Landowners Association at the Annual Fall Meeting.

Section 3. COMMITTEES:

Committees can be formed when needed by the President or the Board

NOMINATING COMMITTEE

- a. Prior to an election, a nominating committee consisting of three members will be appointed at the spring meeting by the President.
- b. The nominating committee will solicit and prepare a list of nominees for election of officers for the Annual meeting. All other nominees can come from the floor at the Annual Meeting. No one shall be nominated or elected whose consent to serve has not been first obtained.
- c. The nominating committee will prepare the Ballots. Each Ballot should have occupied lot number and landowner's name printed on the ballot. They will be responsible for counting the votes.
- d. The nominating committee will conduct the meeting.

AUDITING COMMITTEE

- a. The Association will also vote in an Auditor, who is not a board member, for the purpose of a yearly audit of the finances.
- b. The Auditor shall be responsible for examining the financial statements of the Treasurer and verifying the same.
- c. The Auditor will make a report to the Executive Board.

BY-LAWS COMMITTEE

- a. Is responsible for documenting and amending the Association By-Laws.

WATERFRONT/DOCK COMMITTEE

- a. The Waterfront Co-Chairs (appointed by the president) along with up to three additional members who wish to be on the committee shall constitute the Waterfront Committee. Rules and regulations and the setting of fees which includes dock/slip/ramp fees and any other assessments necessary to maintain the waterfront, shall be proposed by the Waterfront Committee, adopted by the Board of Directors and approved by the general membership.

ARTICLE 5- MEETINGS OF MEMBERS

Section 1.

QUORUM:

- a. Regular, Annual, and Special Meetings: A minimum of one third of membership in good standings shall constitute a quorum for any Regular or Special Meeting. If a quorum is not present, such meetings shall be adjourned and the Secretary shall notify all members in good standing of its cancellation.
- b. No business may be transacted at any Annual, Regular, or Special Meeting without a quorum being present at all times and if a quorum shall cease to exist during any meeting, the Presiding Officer shall adjourn the meeting.
- c. A vote will be passed by a simple majority of Landowners present at any Regular, or Special meeting of the Association.

Section 2.

MEETING: Meeting will be held at 9:00AM Monday morning of Labor Day weekend and at 9:00AM Monday morning of Memorial Day weekend of each year. A quorum must be in attendance.

- a. The Meeting shall be held at a publicly available location to be determined, published and delivered not less than 10 days or more than 45 days before said meeting. Such notice shall be deemed sufficient when deposited in the United States mail when addressed to the member at such address as shall appear on the Association records, emailed to member and/or posted in the Subdivision shed.
- b. Officers will be elected at the Fall/Labor Day meeting by the newly elected Board of Directors.
- c. Association dues will be voted upon by the membership at the Fall Meeting.

SPECIAL MEETINGS: Special meetings of the general membership may be called by the President.

BOARD OF DIRECTORS MEETINGS:

- a. All meetings of the Board of Directors shall be determined by the President. Meetings may be held at such place and time as the President shall designate.
- b. Minutes from such meetings will be made available to all association members.

Section 3. PLACE OF MEETINGS: All meetings shall be held at such a place as the Board may designate.

Section 4. ROBERT'S RULES OF ORDER: The aforementioned Rules shall govern the proceedings of all Meetings of the Association and the Board of Directors.

ARTICLE 6- ASSOCIATION OWNED PROPERTIES

- 1. Roadways
- 2. Community lots: #15,65,66
- 3. Water Frontage includes the beach, the boat ramp, and the entire shoreline, as described in the real estate records of Delaware County Recorder.
- 4. All Association docks
- 5. Wells and water systems
- 6. Easements owned by the Association

ARTICLE 7- ASSOCIATION SERVICES

1. TRASH REMOVAL: The Association shall provide a dumpster for use by members for normal household refuse. Any dumpster for special use will be at owner's expense, unless it is a community dumpster in which case it must be approved by the Board. Contractor to be decided by the Board of Directors. An enclosed building for the dumpster will be kept locked. Dumpster collection fees are paid by members, therefore, only members should be using for trash from use at Delhi Lakeview Estates(not bringing from home). No large items, such as building materials, appliances, grills, etc. Please have garbage in plastic bags and placed INSIDE dumpster. A key or combination will be issued to each owner paying dues. In the event of a lost key, the property owner will be responsible to pay for any replacement cost determined by the Board.

2. ROAD MAINTENANCE: The Association shall maintain all roads it owns and all Association owned easements.
3. WATER SYSTEM: To be decided by the Board of Directors and the landowners association.
4. SECURITY LIGHTS: Existing and any new lights to be decided by the Board of Directors.
5. LIABILITY INSURANCE: For Association owned properties.

ARTICLE 8- ANNUAL DUES/ASSESSMENTS

A charge will be assessed yearly against each property owner. This fee would generate the revenues necessary to pay for the contracted Association services. Such things included in this would be mowing, cleaning the beach, lights, roads, insurance, etc...

Section 1. Dues/Assessments

- a. Each member shall pay annual dues of \$500.00 plus \$110.00 per dock spot for any owned property.
- b. The amount of the annual dues shall be recommended by the Board of Directors and voted upon by the membership at the Fall Meeting.
- c. A notice of dues/fees/assessments that are due should be mailed 30 days before the due date of May 15th each year. Said annual assessment is to be paid to the Association by mailing to the Association address.

Section 2. SPECIAL ASSESSMENTS: Special assessments shall be levied against the membership only with the consent and approval of a majority of the members at a legally convened meeting and become part of the entire annual assessment. Special assessments may be used at the discretion of the Board of Directors for authorized Association purposes.

Section 3. PAYMENT DEFAULT, COLLECTION

1. A 1% per month or 12% per year penalty will be added to all overdue accounts after the due date.
2. Water service will be disconnected. A 20% penalty of seasonal fee will be assessed before water service is reconnected.
3. If dock fee and maintenance fees are not paid by the due date, the member forfeit your dock/slip spot or dock/slip spots.

OR PAYMENT DEFAULT, COLLECTION:

- A. An Association member shall be in default if the annual assessment, including all special assessments as defined in Article 8, Section 2, is not paid by May 31st of each calendar year for which the assessment is due.
- B. Payments received after May 15th will incur an interest charge of 12% annually (1% per month on the unpaid balance). The unpaid balance and interest charges shall become a lien on the property after one in arrears and the Treasurer shall be duly authorized by the Board of Directors to file a lien against the property for which the assessment is in arrears with the Recorder of Deeds, Delaware County, Iowa.

- C. In the event checks for such assessment payment(s) are returned for insufficient funds or closed accounts, or any other payment or settlement remains unpaid, the following actions will take place:
- a. Interest will be charged at a rate of 1% per month on the unpaid balance of the year the assessment is due;
 - b. An amount of not less than \$20 will be charged on the bad check;
 - c. Liens will be prepared and filed with the Delaware County Recorder of Deeds against the property involved at a cost of not less than \$30;
 - d. The applicable lien filing fee with the Recorder of Deeds will be charged against the property; and
 - e. Any release fees incurred after payment is made shall be charged against such property.
- D. Liens will be released upon full payment of amounts due, interest, fees, charges and may other costs expended or to be expended and any attorney's fees expended or to be expended for filing such lien or enforcing the collection thereof.

Section 4

LIEN FOR NONPAYMENT

The owner of the premises served and any lessee or tenant thereof are jointly and severally liable for the fees for the road, water, and garbage and maintenance. Fees remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified by the Clerk of County Treasurer for collection in the same manner as property taxes. The owner shall be sent and notified by certified letter a notice of collection if not paid in 30 days such action can be taken.

ARTICLE 9- WATERFRONT

DOCK/SLIP AND DOCK/SLIP REPAIRS:

- a. Each Delhi Lakeview Estates property owner in good standings with the Association is entitled to one dock space. Docks were assigned on a property date ownership basis. The Property owner is responsible for the maintenance of your leased dock/slip.
- b. Materials for the original 10' dock will be provided by the Association and the type of material is determined by the Board. Repair material for damaged docks will be provided by the Lessee and material is determined by the Board. Frontage walkways are maintained and repaired by the Association.
- c. If lifts are not in working order or are broken and falling apart owner will be asked to fix or remove, if not done in a timely manner depending on severity of issues determined by the president, then the lift will be fixed or removed and the owner will be billed or assessed for repairs or removal.
- d. Each sale of property will keep the same assigned dock space, and the new owner will be charged a onetime fee of \$500.00 for transfer of such dock/slip.
- e. Lessee will pay an annual dock/slip fee with Association dues for permitting of dock/slip(s). The Association will be responsible for paying the DNR the fees since the Association is the owners of said docks/slips. Docks are to be used by residents only, no subleasing or renting of dock spots
- f. The dock transfer fee will be waived if property is transferred to Trust or immediate relative such as brother, sister, niece, nephew, mom, dad, or children.

DOCK/SLIP WANTED AND ASSIGNMENT LIST:

- a. The Dock/Slip Wanted List and The Dock Assignment List will be owned and updated by the Dock Master. Both lists will be automatically distributed to all property owners after each list modification. Either list shall be made available to any property owner upon request to the Dock Master.
- b. All unassigned Dock Certificates shall remain in the possession of the Dock Master.
- c. The initial creation of the Dock Wanted List will be generated by entering the name of each eligible property owner who desires to own an additional dock space. The Dock Master shall send notice to all eligible property owners, notifying them of the creation of the Dock Wanted list. Each eligible property owner must contact the Dock Master within seven(7) days if they desire to have their name added to the list.
- d. The initial prioritization of the list shall be performed as stated below; the initial list will be prioritized based on purchase date associated with the property owner according to the Delaware County Assessors website. The longer the property owner has owned their property the higher on the list they will be.
- e. After the initial creation of the Dock Wanted List, any new entry shall be added to the bottom of the list and so on.
- f. Eligible property owners can at any time have their name added or removed from the Dock Wanted list.
- g. Dock Forfeiture-If an eligible property owner who is in possession of a dock certificate, no longer wishes to possess the assigned dock/slip, said property owner may turn in one or more assigned Dock/Slip Certs to the Dock Master and forfeit the dock lease to the Association.
- h. All forfeited dock spaces will be shown as Available in the Dock Assignment List.
- i. The Dock Wanted List shall contain the following information:
 1. The name of the eligible property owner
 2. Date the property owner acquired their property
 3. Date the property owner was added to the list
- j. If an eligible property owner is notified of an available dock/slip spot, but declines that spot, the next property owner on the list is notified. Each property owner has 7 days to accept or turn down the Dock/ Slip spot, all efforts will be made to contact each property owner on the list before moving onto the next property owner. The property owner that turned down the spot shall remain in the same spot on the Dock Wanted List.
- k. If property owners want to lease said Dock/Slip spot the lease purchase price is \$1650.00 for spots on the concrete or \$700.00 for spots on the west end(no concrete).
- l. Upon selling of property by a property owner only one(1) Dock/Slip goes with said property, the 2nd dock/slip spot will be forfeited to the Association and put on the Dock Wanted List as available.

ARTICLE 10- RESTRICTIONS

1. No private wells except the one on lot C that is grandfathered in.
2. Residential property only (except for present commercial site).

3. Water hook up to the Community well is at owners expense, upon approval of the Board. After hookup the owner is responsible for any issues from and including the shut off to their place
4. There will be NO Campers, Rvs allowed on any grounds short or long term at Delhi Lakeview Estates. Short term parking can be allowed with prior approval from the Board for 2(two) weeks at a time. Campers, RVs that are on grounds/properties now as of 10-1-19 are grandfathered in until taken out then are no longer allowed to replace.
5. Motorized vehicles of any sort should only be driven by licensed drivers on the frontage(shorline to 50' from shoreline).

ARTICLE 11- INDIVIDUAL RESPONSIBILITIES

- Section 1. SEWAGE SYSTEMS: Sewage systems will be owned and maintained by each landowner. New or modified sewage systems must comply with Iowa Law and be approved by the county sanitation director.

Outhouses are not permitted on private or association property. This applies to legally constructed outhouses. Portable restrooms may be used for a period of one week. Board approval is needed for periods beyond one week. Portable restrooms must be obtained from and maintained by a portable restroom company.

- Section 2. DWELLING/LAND: All individual dwellings shall be properly maintained to provide a pleasant appearance. Immediate areas around individual dwellings shall be kept mowed and free of any accumulation of junk, debris, trash, motor vehicles, boats, construction equipment, lawn mowers, etc... a per hour charge will be assessed against individuals for any clean up or mowing that has to be done by the association.

- Section 3. WEEDS AND GRASS

- A. The purpose of this chapter is to beautify and preserve the appearance of our association by requiring property owners and occupants to maintain grass lawns at a uniform height within the boundaries of their property in order to prevent unsightly, offensive or nuisance conditions.
- Every owner shall cut, mow, and maintain all grass, weeds, and brush upon the owners property to a uniform height as described below.
- Uniform height of weeds or grass not to exceed six(6) inches.
- Grass and weeds and brush which are allowed to grow in excess of above specified limitations are deemed to be in violation of this chapter.

- B. NOTICE TO ABATE
- Upon discovery of any violation of this chapter the Association may within 5 days start abatement procedure if agreed upon by a majority of the Executive Board.

NOTICE TO ABATE CONTENTS

The Notice to Abate shall contain:

1. Description of Nuisance
2. Location of Nuisance

3. Acts necessary to Abate nuisance
4. Reasonable time to Abate
5. Assessment of Association Costs

Method of Service

1. The notice may be in the form of a By Law or sent by certified mail to the property owner.
2. Request for a Hearing
3. Any person ordered to abate a nuisance may have a hearing with the Executive Board as to whether a nuisance exists. A request for a hearing may be made within ten(10) days in writing from the time of the notice, or it will be conclusively presumed that the nuisance exists and must be abated as ordered. The findings of the Executive Board shall be conclusive and if the nuisance is found to exist it shall be ordered abated within a reasonable time under the circumstances, agreed upon by the Executive Board.

Abatement in Emergency

1. If it is determined that an emergency exists by reason of continuing maintenance of the nuisance or condition, the Association may perform any action which may be required under this chapter without prior notice. The Association shall assess the costs as provided in this section.

Collection of Costs

1. The Treasurer shall send a statement of the total costs incurred by certified mail to the property owner who has failed to abide by the notice to abate, and if the amount shown by the statement has not been paid within 30 days, the Board shall certify the costs to the County Treasurer and such costs shall then be collected in the same manner as non payment of fees, and in the same means as general property taxes.

Installment Payment of costs to Abate

1. If the amount expended to abate the nuisance or condition exceeds \$300(three hundred) the Executive Board may permit the owner to pay 10(ten) monthly installments. If payment is missed or skipped then balance will be collected in the manner of non payment of fees.

- Section 4. TREE REMOVAL: Land owners may remove trees from their lot if it poses a threat to their or their neighbor's property or needs to be removed for disease, beautification or expansion.
- Section 5. ANIMALS: Property owners may shelter only standard pets, no horses, goats, chickens, etc.... Horses or horseback riding is prohibited in the camp area. All dogs shall be under their owners control at all times and shall be tied or on a leash and not allowed to run at large.

- Section 6. GARBAGE: All garbage is to be tied in plastic bags and deposited in the garbage containers. No large items such as building materials, appliances, furniture, grills or metals, etc...
- Section 7. NOISE: Please restrict noise after 12:00 am(midnight) unless everyone is invited to the party.
- Section 8. BOAT TRAILER STORAGE: A place has been cleaned up and mowed so that boat trailers may be stored up on the hill by the well. Please store all trailers in this area and not in the public parking areas.
- Section 9. USE OF ASSOCIATION PROPERTY: Any Association property used by an individual needs to be kept clean and maintained in good condition. This includes the beach, park, shed, easements, and roadways. If not cleaned within 24 hours, the Association will hire someone to clean it and bill the individual.
- Section 10. SUBLEASE/RENTAL: No owner shall sublease/rent their place for less than a seasonal purpose. A seasonal purpose will be defined as, "No less than 30 days". Lease/rental agreement must be approved by the Board of Directors for Delhi Lakeview Estates.

ARTICLE 12- RULES

1. Speed limit on camp access road shall not exceed 15 MPH
2. Speed limit in the camp proper shall not exceed 5 MPH
3. All motorcycles and off road vehicles are to obey the speed limits and ride only on the roadways. Riders shall ride at their own risk.
4. Absolutely no hunting, trapping, or discharging of firearms on the camp premises except to dispose of nuisance critters upon Board Approval.