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Doc ID: 032133220015 Type: GEN
Kind: AMENDMENT
Recorded: 07/26/2023 at 12:16:26 PM
Fee Amt: $77.00 Page 1 of 15
Johnson County Iowa
Kim Painter County Recorder
BK 6501 PG 955-969

Recorder's Cover Sheet

TITLE OF DOCUMENT: AMENDED RIVER HEIGHTS PROP. OWNERS ASSOCIATION BYLAWS

Preparer Information:
(name, address, phone number)

POPE YAMADA
18 LAKEVIEW CIR NE
IOWA CITY, IA 52240

Taxpayer Information:
(name, address)

N.A.

Return Address:
(name, address)

POPE YAMADA
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Grantor(s):

N.A.

Grantee(s):

N.A.

Legal description:
(or page number location)

2023 AMENDED BYLAWS INTENDED TO REPLACE ANY EXISTING BYLAWS ON FILE / RECORDED, INCLUDING ORIGINAL BYLAWS LOCATED AT BK 6182 PG 507-522, BY RIVER HEIGHTS PROPERTY ASSOCIATION.

RIVER HEIGHTS PROPERTY OWNERS ASSOCIATION BYLAWS

APPROVED BY THE RHPOA BOARD JULY 7. 2020 APPROVED BY RHPOA HOMEOWNERS OCTOBER 13, 2020
FIRST AMENDMENT BY THE RHPOA BOARD JANUARY. 2023 TO ORIGINAL BYLAWS AT BK6182PG509-522
APPROVED BY RHPOA HOMEOWNERS APRIL 13, 2023

ARTICLE I

MEMBERS

Section 1. MEMBERSHIP. Membership in the RHPOA shall be limited to and shall include all persons or entities who are RHPOA lot owners and are current in payment of assessments and fees.

ARTICLE II

MEETINGS

Section 1. ANNUAL MEETING. The annual meeting of the members shall be held on the second Tuesday in April of each year as a time and place designated by the Board of Directors.

Section 2. SPECIAL MEETINGS. Special meetings of all RHPOA members, for any purpose or purposes, may be called by the President, the Board of Directors, or at the request of RHPOA members consisting of not less than 20% of RHPOA members.

Section 3. REGULAR BOARD MEETINGS. A regular meeting of the Board of Directors, inclusive of OFFICERS and individual KNOLL REPRESENTATIVES and any other RHPOA MEMBER is to be on the second Tuesday of the first month of each calendar quarter, except for the second quarter reserved for the RHPOA annual meeting.

A. QUORUM. At least two Officers and one more than a third of appointed knoll representatives constitute a quorum for the transaction of business at any regular meeting of the RHPOA Board.

B. MANNER OF ACTING. The act of the Officers and Knoll Representatives at a meeting at which a quorum is present shall be the act of the Board of Directors except as otherwise specifically provided herein.

C. ACTION BY DIRECTORS. Any action required to be taken at a meeting of the Directors, or any other action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of Officers and at least two Knoll Representatives.

Section 4: PLACE OF RHPOA MEETINGS. The Board of Directors may designate any place within Johnson County, Iowa, as the place of meeting for any annual, special or regularly scheduled board meeting.

Section 5: NOTICE OF ANY RHPOA MEETING. Notices stating the place, day and hour of any RHPOA meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than thirty (30) days before the date of the meeting, either personally, by mail, electronic mail, and through RHPOA social media by or at the direction of the President or Secretary, to each RHPOA member. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his or her most recent residential address, with postage thereon prepaid.
Section 6 OTHER COMMUNICATIONS. Members of the RHPOA will be informed of Board meetings activities and other relevant RHPOA matters in one of five ways: (a) direct communication between members and their Knoll Representative; (b) US Postal mailings; (c) telephone, (d) electronic mailings; and (e) social media forums (e.g., RHPOA Facebook page and webpage)

1. The RHPOA Officers and Knoll Representatives are expected to maintain current postal, telephone and electronic mailing addresses and share with RHPOA Secretary;
2. An RHPOA Board Member or designee will maintain social media;
3. The RHPOA Secretary or designee will post all meeting notices and minutes through (d) and (e)

ARTICLE III

VOTING
Section 1: All RHPOA members shall be notified of any proposed changes to the Articles of Incorporation, Bylaws, or Rules at least ten (10) days but no more than thirty (30) days prior before so moved for a vote at the annual meeting or any special meeting called by the Board of Directors.

Section 2: The owner or owners of each lot shall be entitled to one vote at any membership meeting of this Corporation in accordance with the Articles of Incorporation. Members who own two or more lots shall be limited to two votes.

ARTICLE IV

BOARD OF DIRECTORS
Section 1. NUMBER. The Board of Directors shall include RHPOA officers (the President, Vice President, Secretary, and Treasurer) and well as RHPOA Knoll Representatives.

Section 2. PUBLIC AFFAIRS. This Board shall have responsibility for community planning and for the RHPOA relations with all agencies engaged in planning and zoning which may affect the RHPOA. This Board shall have special concern for public issues and affairs, such as school district, township, county, and state policies and other matters of particular interest to the RHPOA.

Section 3: ADDITIONAL POWERS. In addition to, and not in limitation of, the general powers of the Officers and Knoll Representatives, the BOARD shall have the following additional powers:

A. Selection and appointment of all contract employees retained on behalf of the RHPOA, and as recommended by Officers, Committee Chairs, and Knoll Representatives.

B. Review and approve any proposed budget allocations pertaining to the operations of the RHPOA as proposed by RHPOA Committees.

C. Propose, alter, modify, or amend RHPOA Bylaws or Rules at any regular Board meeting, and approve such actions by 2/3 majority vote of RHPOA Board members. Board then presents any approved motion to the RHPOA membership for review and 2/3 majority approval at the annual meeting or any special meeting called by the Board of Directors.

ARTICLEV

OFFICERS

Section 1. ELECTION AND TERM OF OFFICE. The officers of the RHPOA are to be selected and approved by 2/3 majority vote by the Board of Directors. Each Officer shall be RHPOA member and serve a three-year term with option to renew twice. No individual officer may continue in the same role for more than three consecutive terms.

Section 2. REMOVAL. Any Officer may be removed by 2/3 majority vote by the Board of Directors whenever in its judgment the best interests of the RHPOA would be served thereby.

Section 3. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 4. SALARIES. There shall be no salaries provided to the RHPOA Officers

Section 5: DUTIES: Each Officer is expected to attend four quarterly RHPOA meetings scheduled for the second Tuesday of the first month of each quarter: January, April, July and October. The April meeting is the Annual Meeting for all residents.

Section 6. PRESIDENT. The President shall be the principal executive officer of the RHPOA and, subject to the control of the Board of Directors, shall supervise all of the general business and affairs of the RHPOA. The President shall call all regular and special meetings, and when present, preside at all meetings of the members and of the Board.

Section 7. VICE PRESIDENT. In the absence of the President or in the event of his or her death, inability, or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President, and in addition thereto, shall perform such other duties as may be assigned to him or her by the President or the Board of Directors or prescribed by the bylaws.

Section 8. SECRETARY. The Secretary shall: (a) keep the minutes of the Annual RHPOA Members meeting and the Board of Directors' meetings; (b) post meeting minutes and other information through RHPOA communication channels; (c) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (d) be custodian of the corporation's records; (e) serve as liaison with a RHPOA approved appointee who shall be charged with (1) maintaining a register of the post office address, electronic mail and phone number of each RHPOA member, (2) updating and maintaining RHPOA Facebook and website pages, (3) providing an annual electronic update of the RHPOA Google shared drive folder, and (4) performing all other duties as from time to time as may be assigned to him or her by the President, Secretary or by the Board of Directors.

Section 9. TREASURER. The Treasurer and an RHPOA approved appointee shall: (a) have charge and custody of and be responsible for all funds and securities of the RHPOA; (b) receive and give receipts for moneys due and payable to the RHPOA from any source whatsoever, and deposit all moneys in the name of the RHPOA in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these bylaws; (c) be responsible for administering direct deposit options for regular assessment, special assessment, water assessments, refuse and recycling collection, and any fines; and inform RHPOA appointee of any changes in homeowner status; (d) based on input provided by Committee Chairs and Board Members at October quarterly meeting, present annual budget to commence on January 1 of the next calendar year; (e) monitor payment of regular and special assessments as well as fines; and report any delinquencies to RHPOA Board, (f) provide a status report on RHPOA budget at each quarterly meeting inclusive of all RHPOA accounts including general fund, water fund, road fund, and others; and (g) in general, perform all of the duties as from time to time may be assigned by the President or by the Board of Directors.

Section 10: OFFICER SUPPORT: Each Officer can enlist the support of a third party to assist with duties as needed. When such third parties expenses are greater than $10,000, then such agreements are subject to review and approval by 2/3 majority of the Board of Directors.

ARTICLE VI

KNOLL REPRESENTATIVES

Section 1. NUMBER Each Knoll shall be represented by at least one homeowner. If a knoll has more than 12 lots, then two homeowners shall represent the knoll - one as senior and the other junior.

Section 2. ELECTION AND TERM OF OFFICE. The RHPOA Knoll Representatives shall be self-nominated or nominated by another RHPOA member, and appointed by 2/3 majority vote of the Board. Each Knoll Representative shall be a RHPOA member and serve a three year term with option to renew twice. No individual knoll representative may continue in the same role for more than three consecutive terms.

Section 3. REMOVAL. Any representative may be removed by 2/3 majority vote of the Board of Directors whenever in its judgment the best interests of the RHPOA would be served thereby. Such removal includes but not limited to failure to perform representative duties as specified.

Section 4: VACANCIES. A vacancy of any representative because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. SALARIES. There shall be no salaries provided to the RHPOA Knoll Representatives

Section 6: DUTIES. Knoll representatives shall perform the following on behalf of the RHPOA

A. Welcome new homeowners to the Knoll and provide a "New Resident Packet" containing:
   1. Restated RHPOA Articles of Incorporations, Bylaws and Rules.
   2. RHPOA Member Directory
   3. RHPOAMap
   4. Instructions for water meeting reading and reporting
   5. Information about direct billing and other payment methods for assessments, fees and fines
   6. Information about septic system maintenance per Johnson County regulations
   7. Links to RHPOA social media including Facebook page and website

B. Forward new resident mail, electronic mail and phone numbers to the RHPOA Directory Manager and to the RHPOA Treasurer.

C. Inform the RHPOA Directory Manager and Treasurer of homeowners who are no longer living within RHPOA.

D. Attend four quarterly RHPOA meetings scheduled for the second Tuesday of the first month of each quarter: January, April, July and October.

E. Provide report at each Board Meeting covering issue consisting of but not limited to:
1. Observed or known problems with roads, water, common property or otherwise;
2. Observed or known lack of compliance with home construction or septic system;
3. Known concerns, complaints or comments by owners of other lots of the knoll;
4. Observed or known lack of homeowner compliance with any other RHPOA rule.

F. If any individual homeowner is not aware of whom to contact in case of a water break, gas leak or septic failure, serve as initial point of contact for any RHPOA homeowner who experiences an emergency situation on their lot that is of interest to the RHPOA (e.g., water line break, gas line break, septic failure, etc).
1. If warranted, report any emergency to Board of Directors and relevant committee chair
2. Inform homeowner of actions to be taken to resolve the emergency

G. Serve as a point of contact for any concern about any homeowner who may be in violation of any RHPOA rule, and follow this process of resolution.
1. Serve to provide an informal notice to the homeowner or request a Board Officer to do so, and report such informal notice at the next regular Board meeting or otherwise.
2. If a homeowner continues violating a RHPOA rule upon receiving informal notice, report such continued or repeated violation to the Board of Directors at any regular Board meeting or otherwise;
3. If approved by a 2/3 vote of Board Members present at any Board meeting, the Knoll Representative may serve to formally inform homeowner of the Board concern and failure to correct a rule violation or request a Board Officer to do so on his or her behalf;
4. Observe if homeowner addresses rule violation within designated period set forth by the Board (e.g., ninety (90) days) and report to the RHPOA Board at the next regularly scheduled meeting;
5. Assist Board should a fine be issued;
6. Assist Board should a lien be issued.

H. Engage homeowners and RHPOA Conservation Committee in maintaining common knoll areas or including but not limited to:
1. Entry way garden and signage
2. Identification of dead trees or other debris found on common property and report to Conversation Committee about removal;
3. Mowing of common grass area
4. Upkeep of common trail system

I. Serve on at least one RHPOA standing, special or ad-hoc committee.

J. Assist with informing homeowners (at least 14 and within 30 days) of any motion to be presented at the annual membership meeting or special meeting, and inform members of voting process (in person or by proxy)

K. Inform homeowners of annual RHPOA and Knoll specific social engagements

ARTICLE VII

STANDING COMMITTEES

Section 1. There shall be three (3) standing committees: Conservation; Roads; and Water Supply and Utilities.

The Board of Directors may create special or ad hoc committees as occasion may indicate, and the Board may define the duties and obligations and other terms of such committees.

Section 2. MEMBERSHIP. Membership on each committee shall consist of at least one (1) Knoll Representative and two other (2) RHPOA homeowners. RHPOA Officers shall not be required to be represented on a committee; nor be allowed to chair any committee. Term of service on a given committee will be for a minimum of three years corresponding with service to the RHPOA Board.

Section 3. COMMITTEE ON CONSERVATION. This committee shall have responsibility for development and maintenance of common areas and facilities and for the conservation of all natural resources and the enhancement thereof. This committee also shall have concern for traffic, water safety, animal nuisances, and fallen and dead trees in common areas. Additional responsibilities shall be to support RHPOA social engagements. This committee shall administer with the approval of the Board of Directors all funds collected under assessments for the purpose of RECREATION AND CONSERVATION.

A. ANNUAL RHPOA TRAIL, COMMON AREAS and KNOLL ENTRY GARDENS: The Committee organizes an annual cleanup day, and can request the Board to provide any funds to assist with such efforts as requested by individual Knoll Representatives. Such maintenance efforts should be inclusive of signage/entry garden areas for each Knoll including the gas lamps. Notice of clean up should be forwarded by Chair as well as individual Knoll Representatives and through RHPOA social media no less than 14 and at least 30 days prior with a rain date alternative specified.

B. POND UPKEEP AND DAM OVERSIGHT: Committee shall inspect ponds for algae development and abandoned watercraft. Dams should be assessed for viability. Committee should maintain signage concerning use of ponds (e.g., fishing) and assure ponds and pond adjacent areas remain free of debris. Committee should remove abandoned watercraft (inactive for three years) that do not have ownership identification.

C. TENNIS CLUB LIAISON: the Committee should engage with Tennis Club Director to support efforts to recruit members.

D. Each January, the committee chair shall present to the Board a proposed set of action items and corresponding budget estimates concerning but not limited to: (a) TRAILS, COMMON AREAS and ENTRY WAYS; (b) PONDS AND DAMS; (c) TENNIS CLUB and (D) OTHER ITEMS.

E. Each April, the Chair shall present a proposal to address all issue relevant to committee and gather input from homeowners who attend the annual meeting. Such a proposal shall include but not be limited to (a) definition of problem, (b) at least two alternative responses, (c) corresponding budget estimate for each alternative proposed and (d) method of revenue collection and payment.

F. Each July, based on homeowner feedback, Committee Chair will present to the RHPOA Board most viable action steps and gather any additional information (budget estimates) before moving to vote. The Chair will present a motion to the RHPOA Board meeting, and Board members will vote and require 2/3 majority approval as to incorporate any necessary assessment before the beginning of the next calendar year.

G. Each October, approved actions shall be incorporated into annual budget for the following year, committee may initiate approved action as warranted, and introduce new actions as may be necessary.

H. In emergencies or in other cases as warranted, Chair may request approval of funds by the Board to address in a timely manner.

Section 4. COMMITTEE ON ROADS. This committee shall have responsibility for the maintenance of all roads. Responsibilities shall include oversight of the clearing, cleaning, plowing, sanding and cindering; patching, repairs, replacements, resurfacing, and maintenance; and any other responsibilities that the Board of Directors shall determine to be related to the roads. This committee shall administer with the approval of the Board of Directors all funds collected under assessments for the purpose of ROADS.

A. Each January, the committee chair shall present to the Board at the regular meeting a proposed set of action items and corresponding budget estimates concerning but not limited to: (a) ROAD SEALING, (b) ROAD REPAIR and (c) ROAD DRAINAGE.

B. Each April, Chair shall propose to address all issues relevant to committee and gather input from homeowners who attend the annual meeting. Such a proposal shall include but not be limited to (a) definition of problem, (b) at least two alternative responses, (c) corresponding budget estimate for each alternative proposed, and (d) method of revenue collection and payment.

Each July, based on RHPOA homeowner feedback, Committee Chair will present to the RHPOA Board most viable action steps and gather any additional information (budget estimates) before moving to vote; Chair will present a motion to the RHPOA Board meeting, and Board members will vote and require 2/3 majority approval as to incorporate any necessary assessment into the annual budget for next calendar year.

D. Each October, approved actions shall be incorporated into annual budget for the following year, initiate approved action as warranted. and introduce new actions as may be necessary.
E. In emergencies or in other cases as warranted, Chair may request approval of funds by the Board to address in a timely manner.

Section 5. COMMITTEE ON WATER SUPPLY AND UTILITIES. This committee shall have responsibility for monitoring, evaluating, recommending improvements and enhancements, repairing and otherwise overseeing the community well(s) and water distribution system including the operation and maintenance of all related equipment. This committee also oversee all public utility services including natural gas, electricity, telephone, cable television, and any other utilities which might be extended to the area. In addition, this committee shall serve as the operating and management group with reference to the lighting system. This committee shall administer with Board approval all funds collected under the assessments for the purpose of public utilities.

A. Assist homeowners with water meter reading and payment

B. Each January, the committee chair shall present to the Board a proposed set of action items and corresponding budget estimates concerning but not limited to: (a) WATER SUPPLY and (b) UTILITIES.

C. Each April, the Chair shall present a proposal to address all issue relevant to committee and gather input from homeowners who attend the annual meeting. Such a proposal shall include but not be limited to (a) definition of problem, (b) at least two alternative responses, (c) corresponding budget estimate for each alternative proposed and (d) method of revenue collection and payment.

D. Each July, based on homeowner feedback, Chair will present the Board most viable action steps and gather additional information (budget estimates) before moving to vote. Chair will present a motion to the RHPOA Board meeting, and Board members will vote and require 2/3 majority to approve as to incorporate any necessary assessment before the beginning of the next calendar year.

E. Each October, approved actions shall be incorporated into annual budget for following year, initiate action as needed, and introduce new action as necessary.

F. In emergencies or in other cases as warranted, Chair may request approval of funds by the Board to address in a timely manner.

ARTICLE VIII

Any RHPOA Member may propose any change to the RHPOA Bylaws or Rules at the Annual meeting, a Special meeting, or any regularly scheduled Board of Directors meeting. All proposed changes to the Bylaws or Rules shall be presented for a vote among the Board of Directors at the annual meeting, regular meeting or any special meeting called by the Board of Directors. Upon approval by 2/3 majority of the Board, all RHPOA Members shall be notified of any proposed changes to the Bylaws or Rules at least ten (10) days but no more than thirty (30) days prior before being called for a vote among the membership. The Members, by 2/3 majority of the votes cast in persons (or by proxy by the members present) or by a 2/3 majority of the members' voting power that could be cast whichever is less, may approve such proposed changes. Such votes are to be called at the Annual membership meeting or at any duly convened special meeting of a quorum of 20 percent of all RHPOA members are present.

ARTICLE IX

PROPERTY RIGHTS AND NOTICE

Section 1. PROPERTY RIGHTS. Each RHPOA member shall be entitled to use and to enjoy the roadways, and other common areas.

Section 2. PUBLIC NOTICE. Whenever any action is taken by the Board of Directors which may affect one, several, or all of the LOTS, then a report containing said action shall be prepared and duly acknowledged and recorded by the Johnson County Secretary so that it will serve as notice to subsequent purchasers of any of said lots.

ARTICLEX

WRITTEN INSTRUMENTS, LOANS, DEPOSITS

Section 1. WRITTEN INSTRUMENTS. Subject always to the specific directions of the Board of Directors, all deeds and mortgages made by the RHPOA and all other written contracts and agreements to which the RHPOA shall be party shall be executed in its name by the President or the Vice President and attested by the Secretary or the Treasurer.

Section 2. LOANS. No loans shall be contracted on behalf of the RHPOA and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. Loans secured or unsecured to be extended by this RHPOA to its debtors may be executed upon such terms, in such manner, and at such times by the RHPOA as the Board of Directors shall authorize.

Section 3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the

ASSOCIATION, shall be signed by the Treasurer or by such officer of the RHPOA, and in such manner as shall be determined by resolution of the Board of Directors.

Section 4. DEPOSITS. All funds of the RHPOA not otherwise employed shall be deposited to the credit and in the name of the RHPOA in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE XI

ASSESSMENTS AND FINES

Section 1. PERSONAL OBLIGATION FOR ASSESSMENTS. Each RHPOA Homeowner agrees to pay the ASSOCIATION: (1) a general assessment covering RHPOA administrative and other association costs (e.g., property insurance), (2) an assessment pertaining to the maintenance of roads within the River Heights property, (3) an assessment for personal refuse removal, (4) personal water use assessment, (5) special assessments for capital improvements and unforeseen expenditures, and (6) any fines imposed for continued or repeated violation of Rules subsequent to receiving an informal and formal notice of violation from the Board. Each such assessment shall be the personal obligation of the person or entity who was the owner of such lot at the time when the assessment became due (i.e., RHPOA homeowner).

Section 2. PURPOSE OF REGULAR ASSESSMENTS. The regular assessments levied by the RHPOA shall be used exclusively for the purposes of promoting the health, safety and welfare of the owners of the lots and shall include but shall not be limited to such projects as waste removal and recycling, improvement and maintenance of roadways, services and facilities, including utilities. RHPOA assessments, other than water, shall be shared equally by all homeowners unless noted otherwise.

A. There shall be no assessments against lots owned by the RHPOA.

B. Regular assessments consist of equal pro-rata share of the costs pertaining to three items (RHPOA administration; regular clearing, cleaning, plowing, sanding, cindering, patching, replacement, resurfacing, sealing and repair of roads regardless of the location of such roadway in the RHPOA and inclusive of road signage maintenance; waste and refuse removal). These shall be invoiced two times per year.

C. After consideration of current maintenance costs and future needs of the RHPOA, the Board of Directors shall fix regular assessments and water assessments at the start of each calendar year and then present any changes to the RHPOA membership at the Annual RHPOA meeting to be held in April. Such regular assessments may include an amount which is to be allocated to a reserve fund for the replacement and/or repair of capital assets set forth in the long-range plan as approved by the RHPOA Board. Changes to regular assessments also may reflect the current year's annual rate of inflation. Pending RHPOA Board and Membership review, changes to regular assessments will be initiated in July of that same calendar year.

D. Road related assessments shall not be incurred by those who live on and access their homes from Dubuque Street and Stewart Road.

E. Assessments for use of water are specific to each RHPOA HOMEOWNER, and these will be invoiced twice per year separately from regular assessments.

F. INVOICING AND COLLECTION OF ASSESSMENTS

The invoicing and collection of assessments is conducted by a third party firm under the supervision of the RHPOA Treasurer. Notices and invoicing processes are conducted through electronic mail and collection is completed through Automatic Bank Withdraw (ABW). RHPOA members may also choose to receive hard copies of notices and invoices through U.S. mail and pay assessment by personal or third party check. The following processes are to be observed:

Water Assessment 1:

a. Each RHPOA member will receive an email from **RHwatermeter** (or a US mail post card) requesting the current water meter reading be reported by December 30th.
b. Upon return of water meter reading, RHPOA member will be sent an invoice from **RHwatermeter** (or US mail) in January.
c. Upon receipt of invoice, RHPOA member will have water assessment withdrawn from ABW account or will send a check by end of January.
d. Notices of delinquent payments are sent to RHPOA President and Treasurer by end of February.

Regular Assessment 1:

a. Each RHPOA member will receive an email notice from **RHwatermeter** (or US mail) specifying expected payment for regular assessments pertaining to (a) RHPOA administration,(b) roads, and (c) refuse by end of March.
b. Upon receipt of invoice, RHPOA member will have regular assessment withdrawn from ABW account or be required to send a check by end of April.
c. Notices of delinquent payments are sent to RHPOA President and Treasurer by end of May.

Water Assessment 2:

a. Each RHPOA member will receive an email from **RHwatermeter** (or a US mail) requesting current water meter reading be reported by June 30th.
b. Upon return of water meter reading, RHPOA member will be sent an invoice from **RHwatermeter** (or US mail) in July.
c. Upon receipt of invoice, RHPOA member will have water assessment withdrawn from ABW account or will send a check by end of July.
d. Notices of delinquent payments are sent to RHPOA President and Treasurer by end of August.

Regular Assessment 2:

a. Each RHPOA member will receive an email notice from **RHwatermeter** (or US mail) specifying expected payment for regular assessment pertaining to (a) RHPOA administration, (b) roads, and (c) refuse by end of September.
b. Upon receipt of invoice, RHPOA member will have regular assessment withdrawn from ABW account or be required to send a check by end of October.
c. Notices of delinquent payments are sent to President and Treasurer by end of November.

G. Such regular assessments may specifically include an amount which is to be allocated to a reserve fund for the replacement and/or repair of capital assets set forth in the long-range plan as approved by the RHPOA Board from time to time. However, if any such assessment for RHPOA expenses, other than water, shall exceed the current year's annual rate of inflation, the Board must inform membership of intent to surpass annual rate of inflation at Annual meeting before moving to approve budget.

H. FIXING OF REGULAR ASSESSMENTS. After consideration of current maintenance costs and future needs of the RHPOA, the Board of Directors shall fix regular assessments at any Board meeting.

Section 3: SPECIAL ASSESSMENTS. In addition to the regular assessments authorized above, the RHPOA may levy a special assessment 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 utilities, or of a described capital improvement upon the roadway or regarding utilities, including the necessary fixtures and personal property relating thereto. However, any such special assessment shall have the approval of two-thirds (2/3) of the votes cast by RHPOA voting members in person (or by proxy) at the annual member meeting, a regular Board Meeting or a special meeting duly called for this purpose, written notice of which shall be sent to all homeowners according to the terms of these bylaws. To the extent possible, special assessments are to reflect an equal pro-rata share of the costs.

Section 4: FINES
For any RHPOA homeowner found to be in violation of any particular RHPOA rule and found to not address such violation in the manner prescribed through an established process of informal and then a formal notice of violation, the Board shall issue a fine. The issuance of any such fine shall have the approval of two-thirds (2/3) of the votes cast in person or by proxy by the Board of Directors at the Board Meetings, and written notice of which shall be sent to the homeowner. Fines may be set at a minimum of 1/12 of the total RHPOA annual assessment up to being equal to the total annual assessment, as determined by the Board.

Section 5: EFFECT OF NON-PAYMENT OF ASSESSMENTS OR FINES. Any regular assessment, special assessment or fine which is not paid when due shall be considered delinquent. The due date shall be set forth clearly in writing by the RHPOA Board when notice of an assessment or fine is given in writing by mail.

A. If payment of assessment or fine remains delinquent upon issuance of formal notice, the RHPOA may commence an action at law or equity against the owner obligated to pay the same, including but not limited to the filing and enforcement of lien(s) against property, and interest, costs, and reasonable attorney fees of any such action may be added to the amount of such assessment.

B. No owner may waive or otherwise escape the liability for the assessments or fines provided for herein by abandonment of the lot.

C. 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.

D. RELEASE OF LIEN. In the event all liens are paid and there are no 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 would be prepared in recordable form and recorded in the office of the Johnson County Recorder.

Section 2. EXEMPT PROPERTY. Only the roadway, tennis court, wells, other common areas, and lots owned by the ASSOCIATION shall be exempt from assessments created herein.

ARTICLE XII

CONFLICTS

Section 1. In the case of any conflict between the Articles of Incorporation and these bylaws, the Articles of Incorporation shall control.

ARTICLE XIII

BOOKS AND RECORDS

Section 1. The books, records, and papers of the RHPOA shall at all times, during reasonable business hours, be subject to inspection by any member.

These Bylaws have been duly adopted by the RHPOA Membership and supersede the original bylaws and all amendments thereto.

RHPOA PRESIDENT

Brian Kaskie, 7 Fairview Knoll, Iowa City, IA 52240
February 10, 2021
Amended April, 2023

I, Brian Kaskie, being first duly sworn on oath, depose and state that I am President of the River Heights Property Owners Association, that I executed the foregoing Bylaws and attest that the statements contained therein are true.

Brian Kaskie ——————

April 30, 2025