

**AMEND AND RESTATED BYLAWS
OF THE BENT TREE MEADOWS
OWNER'S ASSOCIATION**

ARTICLE I IDENTIFICATION

The name of the corporation is BENT TREE MEADOWS OWNER'S ASSOCIATION, INC., (hereinafter referred to as "Association"), a corporation organized pursuant to Iowa Code Chapter 504 for the purpose of administering the Bent Tree Meadows Owners' Association, located upon Lots 64-163, Longview Greens North, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa.

ARTICLE II DEFINITIONS

Unless the context otherwise requires, the terms used herein shall have the meanings stated in the Act and the Declaration of Covenants, Conditions, and Restriction for the Bent Tree Meadows Owners Association as follows:

1. "Act" shall mean Iowa Code Chapter 504 as amended through December 3, 2021.
2. "Annual meeting" shall mean the meeting held in autumn of each year for the purpose of electing Directors and the conducting of Association business.
3. "Association" shall mean and refer to Bent Tree Meadows Owners Association, its successors and assigns, a non-profit corporation organized pursuant to the Act.
4. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.
5. "Building(s)" shall mean and refer to any structure(s) containing one or more single-family living units that may be constructed on a Lot or on several Lots and shall include any attached garage conveyed with the Lot on which the building(s) is (are) situated
6. "Bylaws" are the governing rules of the Association enumerated within this document
7. "Common expenses" include: (a) expenses of administration, maintenance, operation, repair or replacement of common elements, and the portions of lots to be maintained by the Association; (b) expenses declared common expenses by the Declaration or these Bylaws; (c) any valid charge against the Association as a whole.
8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions to which the Property is subject.
9. "Federal Mortgage Agencies" shall mean and refer to those federal agencies that have or may come to have an interest in the Property, or any portion thereof, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests.
10. "Living unit" shall mean and refer to any portion of a Building situated upon a Lot and designed and intended for use and occupancy as a residence by a single family or individual consistent with the City of Johnston Ordinance that no more than 3 unrelated adults are to live in a single-family home, duplex, or townhome be it rented, or owner occupied.
11. "Lot" shall mean and refer to Lots 64-163, Longview Greens North, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa.
12. "Member" shall mean and refer to the Owners of the lots.

13. "Members meeting" shall mean any called meeting of the Owners.
14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of an undivided fee simple interest to any Lot which is a part of Lots 64-163, Longview Greens North, an Official Plat, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the Property by provision or operation of law. In the event that the Owner is a corporation, limited liability company, or a trust, then the voting Member of the Lot shall be an officer of the entity or a beneficiary of the trust.
15. "Owner of Record" shall mean the individual or entity named on the deed for a Lot that has been recorded at the Polk County Recorder's Office.
16. "Property" shall mean Lots 64-163, Longview Greens North, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa.
17. "Proxy" shall mean the written authorization provided by a Member or an Owner of a Lot with regards to their voting rights should they be unable to attend the meeting.
18. "Rules and Regulations" are community standards that have been adopted by the Board of Directors consistent with their authority as granted in the Declaration and Bylaws.
19. "Special meeting" shall mean a meeting called for a specific purpose for the Membership other than the annual meeting.

ARTICLE III MEMBERS AND VOTING RIGHTS

1. The Owners of lots within the plat shall constitute the Members of the Association and a membership shall automatically cease upon termination of ownership.
2. An Owner of record shall be recognized as a Member without further action for so long as he or she holds an ownership interest. If ownership is acquired but not of record, or if acquired other than by way of conveyance or other formal instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present to the Association evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights of a Member of the Association. Failure to provide such evidence shall not, however, relieve any Owner of membership obligations. A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the Owner upon acceptance by the Association of proof of the authority to so act.
3. If more than one person is an Owner of the same lot, all such Owners shall be Members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the vote is entitled to be cast by the Owner of that lot shall be cast by a person designated for that purpose on a certificate signed by a duly authorized representative of such entity and filed with the Association. Such person shall be deemed to hold ownership rights appurtenant to such lot for purposes of voting and determining the representation of such lot at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Association, such membership shall not be in good standing and the votes appurtenant to that lot shall not be considered in determining a quorum or any vote or for any other purpose until this Bylaw is complied with. Such certificate shall continue in force until revoked in writing and filed with the Association Secretary.

4. The Owner entitled to vote shall be the Owner of record in the Office of the Recorder of Polk County, Iowa. When more than one person holds an interest in any lot, all such persons shall be Members. The vote for such lot shall be exercised as they determine among themselves, but in no event will a split vote be honored, and in no event shall more than one vote be cast with respect to a lot. Votes may be entered by proxy.

ARTICLE IV MEMBERS MEETINGS

1. The annual meeting of the Association, and any special meeting shall be held at a time and a place chosen by the Board of Directors, and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the notice thereof. The annual meeting is to take place each autumn.

2. A special meeting shall be held whenever called by a majority of the Board of Directors or must be called by such Board upon receipt of a written request from Members entitled to cast at least 33 1/3% of the votes of the entire membership.

3. The Secretary shall give written notice to each Member of the annual meeting and any special meeting. All notices shall set forth the time and place and purpose for which the meeting will be held.

4. Notice of a members meeting shall be given by mailing or delivering the same not less than fourteen (14 calendar days), nor more than thirty (30) days prior to the date of the meeting. Notice shall be deemed duly given if mailed by first class mail or by electronic mail to the Member at the address of the lot within the Association or electronic mail address on record with the Association, unless at the time of giving such notice of written direction, delivering to an officer or Director of the Board, specifying a different mailing address to be carried on the rolls of the Association. If more than one person is an Owner of the same lot or if more than one fiduciary or other official is acting in the premises, notice shall be deemed given when given in accordance with this paragraph to the person named in the certificate filed with the Association in accordance with Article III, paragraph 4. The person entitled to the notice may waive notice of any meeting, in writing. Notice given pursuant hereto shall be sufficient to all such Owners of record as the date of mailing.

5. A quorum at a members meeting shall consist of the presence of fifty-one percent (51%) of the lots eligible to vote. The actions carried or approved by a vote of a simple majority of the lots represented at a meeting at which a quorum is present shall constitute the actions of the Members unless a different rule is provided herein or by the Articles of Incorporation, the Declaration or other agreement to which the Association is a party. The President, or, if absent or disabled, the Vice President, or if absent or disabled, the Secretary, shall preside at each members meeting. If no Officer is available to preside, the Members present at such meeting shall elect a chairman. If the required quorum is not met at any meeting, another meeting may be called subject to the notice requirements herein and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, if and only if such subsequent meeting shall be held within sixty (60) days following such preceding meeting.

6. At any members meeting, the exercise of the voting rights of a lot may be by proxy.

The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final.

7. At all members meetings, the agenda shall consist of the following:

- (a) Election of chairman, if required.
- (b) Establishment of quorum and certification of proxies.
- (c) Proof of notice of meeting or waiver of notices.
- (d) Owners' forum
- (e) Reading and approval of unapproved minutes.
- (f) Reports of Officers, if applicable.
- (g) Report of Treasurer and the finance committee.
- (h) Reports of other committees, if applicable.
- (i) Election of Directors, if applicable.
- (j) Unfinished business.
- (k) New business.

ARTICLE V BOARD OF DIRECTORS

1. A Board of five (5) Directors shall manage the affairs of the Association. The Board of Directors shall be selected from the Members of the Association. Only one person per living unit may serve on the Board at a time.

2. At the annual members' meeting, the chosen number of Directors shall be elected by ballot and by a plurality of the votes cast at the annual meeting of the Members of the Association. Each lot entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled by election and each lot shall cast a separate ballot.

3. All Directors shall serve until a successor has been duly elected. All future Directors shall be elected to a term of two years to provide for staggered expiration of Director terms.

4. Except as provided in Paragraph 5 of this Article, vacancies in the Board of Directors may be filled until the date of the next annual meeting by a vote of a majority of the Directors remaining in office regardless of whether those remaining constitute a quorum.

5. A Director may be removed at a special meeting by concurrence of the majority (51%) of the lots eligible to vote at such special meeting.

6. Directors and officers shall serve without compensation. The officers of the Board will be elected by the Directors of the Board. The officer positions are as follows: President, Vice President, Secretary, Treasurer, and Community Liaison.

7. A majority of the Board may, by resolution, set the time and date for meetings and shall provide notice to Members at least annually. All meetings of the Board are open to the Members of the Association, unless properly closed for legal, personnel or other confidential topics. Working sessions may be held prior to the scheduled meeting and will be open to all Members. The agenda shall include the topics listed below:

- a) Owners' forum
- b) Reading and approval of unapproved minutes.
- c) Reports of Officers, if applicable.
- d) Report of Treasurer and the finance committee.
- e) Reports of other committees, if applicable.
- f) Unfinished business, if applicable.
- g) New business, if applicable

8. Meeting minutes will be provided to Owners. Minutes shall include the recording of all votes by each officer.

9. A special meeting of the Board may be called by the President, or a majority of the Directors provided a five (5) day notice has been given to all Directors and Members stating the time, place and purpose of the meeting.

10. A quorum at a Board meeting shall consist of a simple majority of the entire Board of Directors. The actions approved by a simple majority of those present at a meeting duly called at which a quorum is present shall constitute the actions of the Board of Directors except where approval by a greater number of Directors is required by the Declaration or by these Bylaws.

11. The presiding officer of a Board meeting shall be the President. In the absence of the President, the Vice President will preside. In absence of the Vice President, the Secretary will preside.

12. The Board of Directors, by resolution approved by the majority of Directors, may designate from among its Members such committees, as it deems advisable. If a committee recommendation is not supported by the Board of Directors, the Board of Directors shall seek input of the Owners by a vote of the majority (51%) of the Members.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under common law and Iowa statutes, the Articles of Incorporation, the Declaration and these Bylaws. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Declaration, which governs the use of the land, and shall include, but shall not be limited to the following:

1. To establish and collect regular assessments from Members for all common expenses and to coordinate all special assessments under the provisions herein and in the Declaration. An increase in regular assessments greater than 10% in one calendar year or 15% in a three-calendar year period, and any reserve assessment or special assessments, shall be approved by a vote of the majority (51%) of the Members.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. The maintenance, repair, replacement, and operation of the Property, including all common areas, elements and facilities, and lots as applicable, and making or providing for

payment for all such work and approving or delegating to the officers' authority to approve payments, therefore.

4. The reconstruction, repair, restoration, or rebuilding of the Association Responsibility Elements and of any lot as applicable after casualty; the construction of new improvements or alterations as authorized by the Board or Members, if applicable.

5. To make and amend Rules and Regulations respecting the use and occupancy of the Property and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, Articles of Incorporation, and Bylaws. All such Rules and Regulations are to be observed by Owners, family members, lessees, other occupants, guests and invitees.

6. To enforce by legal means the provisions of the Articles of Incorporation, the Bylaws of the Association, the Declaration, and the Rules and Regulations for the use of the Property in the Association; and to take legal action in the name of the Association and on behalf of its Members.

7. To abide by due process, as defined in the Declarations, for all issue resolution between the Association and Owner.

8. To contract for management of the Association and to delegate to such agent any or all powers and duties of the Association, except those that are specifically required by the Act, Declaration, or Bylaws to have approval of the Board of Directors or the Members. Potential changes to the management of the Association shall be discussed at the Board of Directors meetings. Multiple proposals shall be requested. Discussion of the merits of each management company shall be included in the discussion.

9. To employ, designate or remove personnel and to otherwise perform the services required for proper operation of the Association.

10. To carry insurance upon the Property subject to the Association and insurance for the protection of lot Owners, occupants, and the Association as provided in the Declaration.

11. To pay the cost of all power, water, sewer, and other utility or other services rendered to the Association and not billed directly to Owners of the individual lots.

12. To borrow money from any bank, lending institution or agency for the use and benefit of the Association, and to secure the loan or loans by pledge of the assets of the Association, and from time to time to renew such loan and give additional security.

13. To do such other acts as are necessary and proper to affect the purpose of the Association as stated in the Declarations and Bylaws provided such acts are not otherwise prohibited.

14. Members, Board of Directors, committee chairs or committee members have the authority or power as outlined in the Declaration, Bylaws, and Board policy or as directed by the appropriate required votes by the Members at an annual meeting or special meeting.

ARTICLE VII OFFICERS

1. The officers of the Association shall be the President, Vice President, a Treasurer, a Secretary and a Community Liaison, all of whom shall be elected annually by the Board by vote and may be removed and replaced by majority vote of the Directors at any meeting. The Board may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or as specifically granted by the Board, and subject at all times to the provisions of the Bylaws and subject to the control of the Board of Directors.

2. The President shall be the chief executive officer of the Association. The President shall preside at all member meetings and meetings of the Board.

3. The Vice President shall preside over member meetings in the absence or disability of the President; should the Vice President be unable to do so, the Secretary shall preside over member meetings. The Vice President, or if absent, the Secretary shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President. Both the Vice President and the Secretary shall generally assist the President and exercise such other powers and duties as assigned.

4. The Secretary shall keep the minutes of all proceedings of member meetings and Board meetings and shall certify all minutes the Association and shall keep or be in charge and control of the records of the Association except those of the Treasurer.

5. The Treasurer shall have control of the funds and other property of the Association and shall keep the financial books and records thereof. Two approvals shall be required for financial transactions.

6. Directors shall not be compensated. Any compensation paid to agents and suppliers shall be fixed by the Board and disclosed as required in the financial statements.

7. Director or anyone related to a Director by blood, marriage, adoption, or co-habitation shall not be an undisclosed paid agent, supplier or contractor of the Board or the Association. There shall be no employee of the Board or the Association, without a special members meeting called to approve any such employee.

8. Any instrument affecting an interest in real estate shall be executed pursuant to the terms of the Articles of Incorporation.

ARTICLE VIII FISCAL MANAGEMENT

1. The Board shall adopt a budget for each fiscal year that shall be the Association's fiscal year for income tax purposes. The fiscal year is to be from January 1 through December 31. The budget shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the following categories:

(a) Operational expenses which shall include all funds and expenditures to be made

within the year for which the funds are budgeted, including a reasonable allowance for the contingencies, and working funds, except expenditures chargeable to reserves or to additional improvements. Unexpended operational funds may be applied to reduce the assessments, the reserve funds, or maintained in the operating account at the discretion of the Board.

(b) Reserves for capital maintenance, replacements or improvements shall include funds for capital maintenance, replacement and improvement items that occur less frequently than annually of Association Responsibility Elements.

2. The Board of Directors shall assess against each lot, an equal share of the items in the budget adopted pursuant to Paragraph 1. An equal share shall be assessed in advance and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective Owner of a lot in equal monthly installments, each installment being assessed the first day of each calendar month and payable per the Declaration, which day falls within such fiscal year. In the event the annual assessment proves to be insufficient, the budget and assessments, therefore, may be amended at any time by the Board of Directors. The additional amount so budgeted shall be assessed to each lot in the same manner as assessments for the annual budget and shall be prorated along the remaining installments due and payable in such year.

3. Special assessments for emergencies and extraordinary operational or capital expenditures, which cannot be paid from the annual assessments, or the reserve fund shall be approved at the sole discretion of the Board. Payment and assessment terms of the special assessment shall be established by the Board and shall be approved by a vote of the majority of the Owners.

4. The holder, insurer, or guarantor of a first mortgage on any lot, upon its filing written request with the Association, shall be given written notice from the Association of any default by the mortgagor in the performance of the mortgagor's obligations under these Bylaws, the Declaration of Covenants, Conditions and Restrictions which is not cured within sixty (60) days.

5. All sums assessed but unpaid including, but not limited to, interest costs and attorneys' fees with respect to a lot or against an Owner shall constitute a lien on such lot prior to all other liens except (i) tax liens on the lot in favor of any assessing lot and special district, and (ii) all sums unpaid on any first mortgage recorded prior to the due date of the delinquent assessment. Such a lien may be foreclosed by the Association in the manner and with the consequences provided in Iowa Code Section 499B.17, as amended on December 5, 2021, in which event the Owner shall be required to pay a reasonable rental for the lot. The Association may sue for money judgment for unpaid assessment and interest or sums due without foreclosing or waiving any lien that it holds.

6. If a mortgagee or purchaser of a lot obtains possession as a result of a foreclosure of a first mortgage, or deed in lieu of foreclosure, such mortgagee or purchaser, the successors, and assigns, shall not be liable for the assessments chargeable to such Lot due prior to the issuance of a Sheriff's deed or the conveyance by deed in lieu of foreclosure. Such unpaid assessments shall thereafter be deemed to be common expenses collectible from all Owners including the mortgagee or purchaser, the successors, and assigns, all without prejudice to the right of the

Association to collect the same from the defaulting Owner personally. The grantee or other successor interest of an individual subject to a levy of assessment on account of default shall be liable for any such unpaid assessment.

7. The depository of the Association shall be such financial institutions as shall be designated from time to time by the Board of Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall only be made by a persons or persons who are authorized by the Board of Directors.

8. An accounting of the Association's books shall be made annually, and a copy of the report shall be made available to Members for inspection not later than sixty (60) days after the close of the fiscal year for which the report is made.

ARTICLE IX REFERENDUM

Any vote or determination required or permitted to be made by the Members of the Association and not required by law or any of the documents to be made at a meeting of the Members may be taken or made pursuant to a referendum ballot. Such ballot may be initiated by one-third of the Board of Directors, or upon the written petition of Members owning collectively 33 1/3% of the total membership and votes. If such referendum is initiated, the Secretary shall forthwith prepare and mail to each Member a ballot returnable in not less than ten nor more than thirty days from the date of mailing. If prior or subsequent to such petition, but not subsequent to such tally, a special membership meeting has been called to consider the same subject matter, the special meeting shall prevail and the referendum vote shall not be tallied.

ARTICLE X AMENDMENT

1. These Bylaws may be amended, altered, repealed or new Bylaws adopted by a vote of at least thirty-three percent (33%) of eligible votes of the Lots represented at a Members Meeting and further subject to sections 2 and 3 below.

2. No amendment may be adopted at a members' meeting not included in the notice thereof, except if notice of the proposed amendment has been given. Notice referred to herein shall be given in the manner prescribed in Article IV, section 4 of these Bylaws and shall be given to the persons described in Article III, section 3 and to any eligible holder of a first mortgage of record, which has made written request to the Association for such notice. More than one proposed amendment might be included in the notice of a members meeting.

3. Unless required by the specific provisions of the Association documents or Bylaw, a supplemental Declaration of Covenants, Conditions and Restrictions submitting further lands and lots to the Association, or an amendment to said Declaration not overlapping or affecting the subject matter of these Bylaws shall not be considered an amendment of these Bylaws.

ARTICLE XI GENERAL PROVISIONS

1. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions thereof.

2. The Association shall not have a corporate seal.

3. The Board may require fidelity bonds or other appropriate coverage from all Directors, officers, or agents handling or responsible for Association funds and the expense of such bonds or appropriate coverage shall be a common expense of the Association.

4. The Association shall at all times maintain complete and accurate written records of each lot and Owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that lot and Owner. Any person may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

5. Each Member shall have the obligations as a Member as is imposed by the Association documents as an Owner, and a Member shall not have any power or authority to incur a mechanic's lien or other lien effective against the Association property, except as the same may attach only against the appurtenant interest therein and be removable as such.

6. Resolution of Conflicting Provisions. To the extent any term or provision of these Bylaws conflicts with the Declaration governing the use of the Association, the provision within the Declaration shall have priority and control over the conflicting term or provision within these Bylaws.

7. The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall be utilized by the Association and its Board for the conduct of its meetings provided they do not conflict with these Bylaws or any rules the Association may adopt.

BENT TREE MEADOWS OWNER'S ASSOCIATION

Dated this 14 day of December, 2022.

By: Jack Marlan
Its: President

STATE OF IOWA, COUNTY OF POLK

Cynthia D King Notary Public in and for the State of Iowa

My commission expires: 2/1/25

