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This document was prepared by, and when recorded return to: Jennifer Drake, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, IA 50266, (515) 280-2051

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**ARTICLES OF INCORPORATION  
OF  
MEADOWLARK SOUTH HOMEOWNERS ASSOCIATION**

In compliance with the requirements of Chapter 504 of the Code of Iowa 2005 (the Iowa Nonprofit Corporation Act), the undersigned, acting as incorporator of a nonprofit corporation, adopts the following Articles of Incorporation for such Corporation.

**ARTICLE I  
NAME**

The name of the corporation is Meadowlark South Homeowners Association, hereinafter called the "Association."

**ARTICLE II  
CORPORATE EXISTENCE**

The Association's existence shall commence upon the filing of these Articles of Incorporation and shall continue in perpetuity.

**ARTICLE III  
REGISTERED AGENT AND OFFICE**

R. Michael Hayes is hereby appointed the initial registered agent of this Association. The initial registered office of the Association shall be at 6900 Westown Parkway, West Des Moines, Iowa 50266-2520.

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

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the management, maintenance, care, preservation certain common facilities within that certain real property described as:

A parcel of land lying in the Southwest quarter of Section 5, township 79 North, range 25 West of the 5<sup>th</sup> p.m., now included in and forming a part of the City of Grimes, Polk County, Iowa, and being more particularly described as follows:

Commencing as a Point of reference at the center of said Section 5; thence South 00°12'18" West, 57.06 feet along the East line of the Southwest quarter of said Section 5 to the Point of Beginning; thence continuing South 00°12'18" West, 1,716.77 feet along the East line of the Southwest quarter of said Section 5 to the Northeast corner of Parcel "A" as surveyed and described on a plat of survey filed in book 8048 at page 492 in the office of the Polk County Recorder; thence North 89°4'36" West, 454.73 feet (previously recorded as North 89°44'54" West, 455.00 feet) to the Northwest corner of said Parcel "A"; thence South 00°13'26" West, 861.75 feet (previously recorded as South 00°12'28" West, 861.62 feet) along the West line of said Parcel "A" and extended to the South line of the Southwest quarter of said Section 5; thence North 89°44'02" West, 1,572.78 feet along the South line of the Southwest quarter of said Section 5 to the East right of way line of an existing railroad through the Southwest quarter of said Section 5; thence North 00°12'15" East, 2,194.50 feet along the East right-of-way line of said railroad; thence South 89°47'45" East 194.90 feet; thence Northeasterly 278.37 feet along the arc of a curve concave Northerly and having a radius of 500.00 feet, a central angle of 31°53'55", and a 274.49-foot long chord that bears North 74°15'18" East; thence North 58°18'20" East, 3.09 feet to the Southwest corner of that parcel acquired by the City of Grimes as surveyed and described on a corrected acquisition plat filed in book 10447 at page 868 in the office of the Polk County Recorder; thence continuing North 58°18'20" East, 447.67 feet (previously recorded as North 58°21'50" East, 447.52 feet) along the South line of said parcel acquired by the City of Grimes; thence Northeasterly 291.64 feet (previously recorded as 291.81 feet) along the arc of a curve in the South line of said parcel acquired by the City of Grimes concave Southerly and having a radius of 1,100.00 feet, a central angle of 15°11'27" (previously recorded as 15°11'59"), and a 290.79-foot long chord (previously recorded as 290.96 feet) that bears North 65°54'04" East to the Southeast corner of said parcel; thence North 00°03'43" East, 2.60 feet (previously recorded as North 00°06'00" East, 2.75 feet) along the East line of said parcel acquired by the City of Grimes to the North line of the Southwest quarter of said Section 5; thence South 89°58'53" East, 8.89 feet along the North line of the Southwest quarter of said

Section 5; thence Northeasterly 307.71 feet along the arc of a curve concave Southerly and having a radius of 1,100.00 feet, a central angle of 16°01'40", and a 306.71-foot long chord that bears North 81°59'35" East; thence South 89°59'35" East, 391.36 feet; thence South 00°00'25" West, 100.00 feet; thence South 89°59'35" East, 216.86 feet to the Point of Beginning, said parcel containing 106.934 acres; together with all easements and servient estates appurtenant thereto, and subject to all easements, covenants and restrictions,

to provide for the ownership, operation, management, maintenance, repair and replacement of a clubhouse, the management, maintenance, care and preservation of certain sidewalks, project signage, entrance features, and landscaping within private easements or the public rights-of-way within and abutting Meadowlark South and to otherwise exercise and perform the rights, privileges and obligations assigned to the Association in the Declaration, to enforce the Declaration, to promote the health, safety and welfare of the Owners and users of the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and to protect the value of the Property within Meadowlark South. To achieve these purposes, the Association may:

- A. Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration Of Covenants, Conditions, Easements and Restrictions Applicable to Meadowlark South in Grimes, Iowa, dated September 20, 2005 and filed for record in the Office of the Recorder for Polk County, Iowa, on November 4, 2005 in Book 11381 at Page 357, and subsequently amended by the First Modification to the Declaration Of Covenants, Conditions, Easements and Restrictions Applicable to Meadowlark South in Grimes, Iowa, dated December 12, 2005 and filed for record in the Office of the Recorder for Polk County, Iowa, on December 12, 2005, as the same may be amended from time to time as therein provided, (collectively, the "Declaration"), said Declaration being incorporated herein as if set forth at length;
- B. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- D. Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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- E. Dedicate, sell or transfer all or any part of the common facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members;
- F. Have and exercise any and all powers, rights and privileges that a corporation organized under the Iowa Nonprofit Corporation Act by law may now or hereafter have or exercise.

The purposes of the Association are exclusively not for private profit or gain. No part of the net earnings of the Association shall inure to the benefit of any director or officer of the Association or any private individual (except that reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes). No substantial part of the activities of the Association shall be the carrying on of propaganda or otherwise attempting to influence legislation, except as otherwise may be permitted in §501(h) of the Internal Revenue Code. The Association shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

#### **ARTICLE V MEMBERS**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or portion of a Lot in Meadowlark South that is subject to covenants of record or assessment by the Association, including contract buyers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot in Meadowlark South.

#### **ARTICLE VI MEMBER VOTING RIGHTS**

Members who are the owners of Single Family Lots (as defined in the Declaration) shall be entitled to one vote for each Single Family Lot of record owned and/or fraction of a Single Family Lot of record owned in excess of one-half of such Single Family Lot of record. If more than one person or entity hold an interest in any Single Family Lot or portion of a Single Family Lot, all such persons shall be Members; however, the vote for such Single Family Lot or portion of a Single Family Lot shall be exercised as they determine, but in no event shall more than the number of votes for which the Single Family Lot or portion of a Single Family Lot is entitled be cast with respect to any such Single Family Lot.

Notwithstanding the above, Hubbell Metropolitan Development Fund I, LLC (Series D) and its successors and assigns shall be the sole voting Member of the Association until such time as Hubbell Metropolitan Development Fund I, LLC (Series D) and/or its successors and assigns no longer own any portion of Meadowlark South, or until Hubbell Metropolitan Development Fund I, LLC (Series D) waives this right to be the sole voting member, whichever first occurs.

**ARTICLE VII  
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of three (3) and not more than five (5) directors. The number of directors may be changed by resolution of the Members as set forth in the By-Laws of the Association. The name and address of the persons who are to act in the capacity of the initial directors until the election of their successors are:

Steven L. Niebuhr	Hubbell Realty Company 6900 Westown Parkway West Des Moines, Iowa 50266-2520
R. Michael Hayes	Hubbell Realty Company 6900 Westown Parkway West Des Moines, Iowa 50266-2520
James R. Weber	Hubbell Realty Company 6900 Westown Parkway West Des Moines, Iowa 50266-2520
Dan Dutcher	Hubbell Realty Company 6900 Westown Parkway West Des Moines, Iowa 50266-2520
April Tufano	Hubbell Realty Company 6900 Westown Parkway West Des Moines, Iowa 50266-2520

At the first annual meeting of the Members after the these Articles of Incorporation shall become effective, the Directors shall be divided into two classes, each class to be as nearly equal in number as possible, with the term of office of the first class to expire at midnight on December 31, 2007, and the term of the second class to expire at midnight on December 31, 2008. At any meeting of the Members thereafter that changes the number of Directors, the addition or deletion of Directors shall be allocated among the two classes, so that each class remains as nearly equal in number as possible. At each annual meeting after such classification, the number of Directors equal to the number of the class whose term expires on the upcoming December 31<sup>st</sup> shall be elected to hold office for a two (2) year term beginning on the January 1<sup>st</sup> after expiration of such current term and ending on the second December 31<sup>st</sup> thereafter.

**ARTICLE VIII  
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the Members with voting rights. Upon the dissolution of the Association,

other than incident of a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes, or if none exists shall be owned as tenants in common by the owners of all lots in Meadowlark South, the owner or owners of each Lot collectively having an undivided fractional interest, equal to the fractional amount which such lot can be assessed of the total expenses under Article IV of the Declaration, in the same.

## **ARTICLE IX EXEMPTION OF PRIVATE PROPERTY**

The private property of the Members, directors, officers and employees of the Association shall be exempt from all debts and liabilities of the Association of any kind whatsoever. Consistent with §504.901 (Code of Iowa 2005), a Member, director, officer, or other volunteer of this Association shall not be personally liable in that capacity, for a claim based upon an act or omission of the person performed in the discharge of the person's duties, except for a breach of the duty of loyalty to the corporation, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit. If Iowa law is hereafter changed to mandate or permit further elimination or limitation of the liability of the Association's Members, directors, officers, employees and volunteers, then the liability of the Association's Members, directors, officers, employees and volunteers shall be eliminated or limited to the full extent then permitted.

## **ARTICLE X AMENDMENTS**

These Articles of Incorporation may be amended at any time and from time to time as provided by the Iowa Nonprofit Corporation Act. No proposed amendment shall be effective unless it is approved by the affirmative vote of three-fourths (3/4) of the Members with voting rights. Provided, however, that any purported amendment to these Articles of Incorporation in conflict with or contrary to any provision of the Declaration, including supplements, modifications or amendments thereto, shall be void and of no force and effect.

## **ARTICLE XI INCORPORATOR**

The name and address of the incorporator is:

Jennifer L. Drake  
6900 Westown Parkway  
West Des Moines, Iowa 50266-2520

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IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Iowa, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 23rd day of May, 2006.

Jennifer Drake  
Jennifer L. Drake, Incorporator

STATE OF IOWA            )  
                                  )  
COUNTY OF DALLAS    )        SS.

On this 23<sup>rd</sup> day of May, 2006, before me, a Notary Public in and for the State of Iowa, personally appeared Jennifer L. Drake, to me known to be the person named in and executing the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Tina M. Newbury  
Notary Public in and for Said State

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