

IOWA

No: W00631374
Date: 07/22/2009

SECRETARY OF STATE

504RDN-383963
THE GREENS AT WOODLAND HILLS OWNER'S ASSOCIATION

ACKNOWLEDGEMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document:

Articles of Incorporation

The document was filed on Jul 21 2009 3:30PM, to be effective as of Jul 21 2009 3:30PM.

The amount of \$20.00 was received in full payment of the filing fee.



Michael A. Mauro

MICHAEL A. MAURO SECRETARY OF STATE



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This document was prepared by, and when recorded return to: Jennifer L. Drake, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, IA 50266, (515) 280-2057

SPACE ABOVE THIS LINE FOR RECORDER

**ARTICLES OF INCORPORATION
OF
THE GREENS AT WOODLAND HILLS OWNER'S ASSOCIATION**

In compliance with the requirements of Chapter 504 of the Code of Iowa 2009 (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 The Greens at Woodland Hills Owner's 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 of certain common facilities within the real estate which is subject to the Declaration, as hereinafter defined, as amended from time to time ("The Greens at Woodland Hills") and to provide for the management, maintenance, care and preservation of certain sidewalks, project signage, entrance features, greenbelt areas, and landscaping within private easements or the private rights-of-way within and abutting The Greens at Woodland Hills 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 Greens at Woodland Hills and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and to protect the value of the Property within The Greens at Woodland Hills. 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 a Declaration of Covenants, Conditions, Easements and Restrictions Applicable to the The Greens at Woodland Hills to be recorded in the Office of the Recorder for Polk County, Iowa, and as the same may be amended from time to time as therein provided (hereinafter the "Declaration"), said Declaration being incorporated herein as if set forth at length;
- B. Enforcing the provisions of the Declaration and these Articles of Incorporation, and the Bylaws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of the common areas as the same may be hereafter established;
- C. 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;
- D. 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;
- E. 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;
- F. 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;

- G. 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 The Greens at Woodland Hills 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 The Greens at Woodland Hills.

ARTICLE VI MEMBER VOTING RIGHTS

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

Notwithstanding the above, Hubbell Properties II, L.C. (Series J) and The Greens at Woodland Hills I, LLC and their successors and assigns shall be the sole voting Member of the Association until such time as Hubbell Properties II, L.C. (Series J) and The Greens at Woodland Hills I, LLC and/or their successors and assigns no longer own any portion of The Greens at Woodland Hills, or until Hubbell Properties II, L.C. (Series J) and The Greens at Woodland Hills I, LLC waives their rights 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:

Krista Capp	Hubbell Realty Company 6900 Westown Parkway West Des Moines, Iowa 50266-2520
Jennifer L. Drake	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
Joe Pietruszynski	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, 2010, and the term of the second class to expire at midnight on December 31, 2011. 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 31st shall be elected to hold office for a two (2) year term beginning on the January 1st after expiration of such current term and ending on the second December 31st thereafter.

ARTICLE VIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than twenty-five percent (25%) 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 remaining after all obligations of the Association have been satisfied shall be distributed to the members of the Association in accordance with the plan of dissolution of the Association that is approved in accordance with Sections 504.1401 or 504.1402 of the Code of Iowa.

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 2009), 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 liability for the amount of any financial benefit to which the person is not entitled, for any intentional infliction of harm on the Association or its members, for any violation of §504.834, Code of Iowa 2009, or for a any intentional violation of criminal law. 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.

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 twenty-five percent (25%) 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.

INCORPORATOR

The name and address of the incorporator is: Jennifer L. Drake
6900 Westtown Parkway
West Des Moines, Iowa 50266-2520

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 21st day of July, 2009.

Jennifer Drake
Jennifer L. Drake, Incorporator

STATE OF IOWA)
) SS.
COUNTY OF DALLAS)

On this 21 day of July, 2009, 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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7-21-2009

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