DRAKE LAW SCHOOL GENERAL PRACTICE REVIEW
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CASE LAW AND LEGISLATIVE UPDATE

David M. Erickson
Davis, Brown, Koehn, Shors & Roberts, P.C.
215 - 10th Street, Suite 1300
Des Moines, Iowa 50309

Case Law

A. Betty Andrews v. Alice Carter, Anthony Carter, et al.

Iowa Court of Appeals No. 17-1396. Filed September 12, 2018

Betty Andrews and Alice Carter were the daughters of Ruby and Charlie Smiley. Ruby and Charlie obtained a deed to their property at 1530 16th Street in Des Moines, Iowa in 1999. There were several letters written by Ruby stating that when she died she wanted the property proceeds to be split between Betty and Alice. On March 30, 2007, Ruby and Charlie transferred their property to Alice for no consideration by a quit claim deed. On August 14, 2008, Alice signed a quit claim deed placing the property in her name and that of Ruby, again for no consideration. Apparently, this transfer was to enable Ruby to obtain certain financing on the property. Charlie died in 2010. Ruby died in 2011. On June 14, 2013, Alice transferred her interest in the property to Cassius and Dena Robinson by a quit claim deed for the sum of $12,500. On January 28, 2016, Betty filed a petition to quiet title, claiming that Ruby transferred title of the property to Alice to facilitate management of her assets but intended for the house to be sold at Ruby's death and the proceeds divided equally between Betty and Alice. Betty claimed Alice held the property in a constructive trust. Betty asked the court to set aside the transfer from Ruby to Alice. The district court found that Alice was a primary care giver for Ruby for many years prior to the conveyance of the house to Alice. The court found Ruby's action in placing other assets in the names of Alice and Betty "does little to shed light on Ruby's intent in executing the 2007 quit claim deed." The court concluded a constructive trust was not warranted and title to the property should be quieted in Alice.

On appeal the court went through an analysis of whether or not the transfer in 2007 was a valid transfer. The court stated that "to effectuate transfer of title under a deed, there must be deliver, actual or symbolical, accompanied with the intention of the grantor to transfer title without any reservation of control." The court found that there was no reservation of control over the property when it was transferred to Alice and the court also found that there was no evidence of a constructive trust. A constructive trust is a creature of equity defined as a remedial device by which the holder of legal title is held to be a trustee for the benefit of another who in good conscience is entitled to the beneficial interest. There are three categories of constructive trusts: (1) those arising from actual fraud; (2) those arising from constructive fraud; and (3) those based on equitable principles other than fraud. The right to a constructive trust must be established by clear, convincing and satisfactory evidence.

The court found that Alice had not met that burden of proof and affirmed the district court.

B. LM Construction v. HGIK Hospitality, LLC
Iowa Court of Appeals No. 17-1255. Filed August 1, 2018

HGIK owned real estate in Ames, Iowa, and entered into a contract with DDG a general contractor to build a commercial hotel on the property. DDG subsequently hired ESC to work as a subcontractor on the project. ESC then contracted with LM to put up drywall in the hotel including providing labor and materials. In the contract between ESC and LM, ESC is listed as a general contractor and LM as a subcontractor. ESC was subsequently fired from the project. ESC paid LM for work up until the time it was fired. LM claims DDG managers approached LM and requested that the work be completed and promised to pay according to the ESC contract. LM completed the work at a cost of an additional $96,915. LM submitted an invoice which DDG did not pay. LM then filed a mechanic's lien pursuant to Iowa Code §§572.2 and 572.8. The lien was filed on the Iowa Mechanic's Notice and Lien Registry. LM then filed a Petition to foreclose on a mechanic's lien against HGIK and DDG in Polk County. The case was amended and the claim was then dropped against DDG and only continued against HGIK. The lower court through a summary judgment determined that the lien of LM was not valid.

Under Iowa Mechanic's Lien law a sub subcontractor is only entitled to a lien if it notifies a general contractor or owner builder in writing. See Iowa Code §572.33. LM claims it was a subcontractor hired by DDG following the departure of ESC. Error was not preserved on that issue. Alternatively, LM claims either that ESC was a general contractor when LM began work or that HGIK is an owner-builder and the notice sent to HGIK fulfills the notice requirements of Section 572.33 which requires notice to a principal contractor that the subcontractor is working on the project. This notice is not provided by LM to DDG and therefore the claim of LM was not allowed under the Iowa Mechanic's Lien Law.

C. Rauen & Rauen Development, LLC, et al. v. City of Farley, Iowa
Iowa Court of Appeals No. 17-0866. Filed November 21, 2018

The City of Farley specially assessed certain property owners for the costs of road and storm sewer improvements made in the City's industrial-business district. The project included widening the road, adding a paved shoulder and curb to the roadway and improving the storm sewer along the roadway. The City specially assessed the property owners abutting the property at a rate of $55 per linear foot of property running along the improved roadway. Some of the property owners challenged the special assessment in district court. The district court found the property owners had been assessed in excess of the special benefits received from the project and reduced the assessments. The City timely filed this appeal.

Iowa Code §384.61 requires "the total cost of a public improvement … be assessed against all lots within the assessment district in accordance with the special benefits conferred upon the property, and not in excess of such benefits." An assessment is capped at 25% of the value of the land improved.

Challenges to special assessments are reviewed de novo. Appellate courts will give weight to but are not bound by the district court's findings. The court also presumes assessments are correct and do not exceed the special benefits received by the assessed parties. The property owners bear the burden of showing the special assessment is excessive. The court found that from the outset, according to the evidence, the project was ill-conceived. The industrial business district is isolated on the outskirts of the City. The City did not initiate the project in response to any professional studies such as a water drainage study or traffic study. Instead, the City initiated the project because of some concern the roadway was deteriorating. The City widened the road and added a curb and gutter to match a small segment of the roadway in front of one of the businesses in the industrial business area. The project generated very little if any benefit for the assessed property owners. The property owners testified that the project failed to give them any meaningful improvements and the property owners' testimony was bolstered by their expert witness, Harold Smith, a former city engineer of the City of Des Moines. He stated that the owners received only a de minimis benefit from the project. The project did not reduce noise, reduce roadway dust, improve police or fire access, improve the ability to remove snow or ice, improve water drainage, reduce ditch maintenance, or improve street parking. Smith did testify that the property owners received a minimal special benefit in the form of increased market value of the properties due to the aesthetic improvement from the added curb and gutter.

Given the lack of benefits from the project, Smith testified that the project was best classified as a curb and gutter installation. He relied upon the Flint formula in determining the special benefits associated with the project of this type. The appropriate formula according to Smith was 1 1/2 feet of curb and gutter times the lineal feet of the frontage from the property which gives you square feet divided by 9, gives you square yards times $44.50 a yard. This was the amount used by the court in making the assessment. The Iowa Court of Appeals affirmed the district court finding that there was no evidence that the City's work on the road was any special benefit to the homeowners to any significant degree and the Court of Appeals relied upon Smith's calculation of the amount of the assessment. The Court of Appeals found that the property owners successfully demonstrated the special assessments exceeded the resulting special benefits requiring a reduction of the special assessment.

D. Ames 2304, LLC v. City of Ames, Zoning Board of Adjustment
Iowa Court of Appeals No. 17-1149. Filed October 10, 2018

Ames 2304, LLC owned certain property in Ames, Iowa, located at 2304 Knapp Street. The property is currently zoned as "Low Density Residential" which only permits one single-family residential dwelling per lot . The structure standing on the lot was built in 1910 as a single-family structure but was converted into an apartment building consisting of four one-bedroom apartments in 1928. The property was converted before the current zoning ordinance went into effect consisting of four one-bedroom apartments in 1928. Because the property was converted before the current zoning ordinance went into effect, it was allowed to continue as a legal nonconforming use.

In 2016, Ames 2304 applied for a permit to remodel the property's interior. The remodel would change the four one-bedroom units into two studio units, one two-bedroom unit and one three-bedroom unit. The property would have seven bedrooms. A zoning enforcement officer denied the permit after determining that the increase in the number of bedrooms increased the intensity of the nonconforming use. The board of adjustment affirmed the decision and on an action for writ of certiorari the district court affirmed the decision of the board of adjustment. The city stated that the increase in the number of bedrooms constituted an increase in the intensity of the nonconformance and correctly interpreted that provisions of the parking space ordinance as evidencing an increase in intensity of the nonconforming use. A certiorari action is a procedure to test whether an inferior board, tribunal, or court acted illegally. The property in question clearly is a nonconforming use. This lawfully existing prior use of the property creates a vested right in the continuation of the nonconforming use once the ordinance takes effect unless the nonconforming use is legally abandoned, enlarged or extended. The Ames ordinance states that a nonconforming use may not be increased in intensity and may not be enlarged, expanded or extended to occupy parts of another structure or portions of a lot that it did not occupy on the effective date of this ordinance. The zoning officer as well as the board of adjustment determined that going from four bedrooms to seven bedrooms was an increase in intensity of the nonconformance and therefore was not allowed. The Iowa Court of Appeals on review found that the enlargement paragraph of the Ames Ordinance states that "a nonconformance use may not be increased in intensity and may not be enlarged, expanded or extended to occupy parts of another structure or portions of the lot that it did not occupy." The Court of Appeals found that the proposed remodel does not increase the number of dwelling units under our interpretation of the ordinance and the proposed remodel does not violate the ordinance prohibition against an increase in intensity of the nonconforming use. The Board correctly determined the ordinance concerning nonconforming uses prohibits it from approving a permit for an interior remodel that increases the intensity of the nonconforming use. But, in relying on its erroneous interpretation of section 29.307(2)(a), the Board acted illegally in denying Ames 2304 a permit for its proposed interior remodel. Therefore the judgment of the district court was reversed and remanded for an order sustaining the writ.

E. Farmers State Bank v. Richard Allen Wessels and Robb Wessels
Iowa Court of Appeals No. 17-1349. Filed October10, 2018

This case dals with a series of loans that were made by Farmers State Bank to Richard Wessels and Robb Wessels for the acquisition of a farm in Clayton County as well as a bar in Linn County. The mortgage that was in question that was initially placed on the Clayton County farm stated as follows: "all future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, other evidence of debt existing now or executed after this Mortgage whether or not this mortgage is specifically referred to in the evidence of debt and whether or not such future advances or obligations are incurred for any purpose that was related or unrelated to the purpose of the Evidence of Debt and all obligations of Mortgagor owes to Lender which now exist or may later arise, to the extend not prohibited by law."

After the loan was made to acquire the Clayton County farm Wessels approached the bank about securing financing for a bar in Linn County. There was money loaned to secure the bar as well as money loaned to remodel the bar and they were all secured by a mortgage on the bar as well as the mortgage on the Clayton County farm. Payments were late and apparently the Clayton County farm was transferred to his son Robb. Payments continued to be late, there was a dispute between Wessels and his son Robb regarding Wessels' transferring the title to the property to Robb. This transfer was eventually set aside. The bank then brought this action to foreclose on the bar. They did foreclose and there was a deficiency judgment left on the amount due on the loan. This deficiency judgment was then utilized to seek foreclosure on the Clayton County farm. The district court allowed for the deficiency judgment to serve as the basis for the foreclosure on the Clayton County farm. The borrowers in this case objected arguing merger was applicable. Merger is a doctrine which provides when the plaintiff recovers a valid and final personal judgment such as the deficiency judgment in this Linn County action its original claim is extinguished and rights upon the judgment are substituted for the note. The judgment is there in place of the note. The court has pointed out that the doctrine of merger is not relentless and destructive as it first might appear, especially when considering liens and mortgages. Specifically, even when a creditor obtains a personal judgment against the debtor, the creditor retains the right to enforce a lien or gain possession of property held as collateral for the debt. Simply stated if a creditor has a lien upon property of the debtor and obtains a judgment against him, the creditor does not thereby lose the benefit of the lien. Here the proceeds from the sheriff's sale of the bar failed to satisfy the note and the bank had a personal deficiency judgment against Wessels for the remaining judgment arising from the 2009 note. The mortgage on the Clayton County farm was security for that debt and even though the debt had been transformed from a note to a judgment the court found that the bank had the right to foreclose on the mortgage secured by the Clayton County farm. The decision of the district court was affirmed.

F. Gustafson v. The Board of Adjustment of Buena Vista County, Iowa, and Mark Snyder

Iowa Court of Appeals No. 17-1665. Filed September 12, 2018

Snyder purchased a lot in Buena Vista County that had a cabin located on it near Storm Lake. The area was zoned R-2 residential. Single-family residential structures are permitted in this R-2 district under the zoning ordinance. The lot was nonconforming in that the lot was 4,600 square feet with a lot width of 40 feet and the zoning ordinance required the lot to be 8,500 square feet with a lot width minimum of 70 feet. Snyder demolished the cabin in June of 2016 and intended to move a new dwelling on to the property. Snyder submitted several applications for the board to review as well as the zoning administrator and his proposal was approved by the board. The neighbors of Gustafson filed the notice of appeal. The permit was stayed and hearing was held before the District Court in December. The Gustafsons advanced two legal theories why the permit should not have been granted: (1) under the ordinance no structure can be built on nonconforming lots, and (2) the lot proposed in the permit did not pre-exist the ordinance.

The court went through an analysis of how a court will review a restriction the use of property. Iowa Courts strictly construe restrictions on the free use of property, resolving any ambiguity in favor of unrestricted use of the property. In this case the district court followed case law by choosing the less restrictive interpretation of the ordinance in question.

The ordinance in question provided as follows: "Nonconforming Lots: In any district in which single-family dwellings are permitted, notwithstanding limitations imposed by other provisions of this Ordinance, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this Ordinance. This provision shall apply even though such lot fails to meet the requirements involving area or width, or both, of the lot; all shall conform to the regulations for the district in which the lot is located."

Gustafsons claims the above provision is modified by the intent subsequent of the ordinance to limit construction on nonconforming lots only to instances where either construction began prior to the adoption of the ordinance or the nonconforming lot was vacant at the time of the adoption.

The lower court as well as the board and the Court of Appeals disagreed with that interpretation. The Court of Appeals found nothing in the ordinance to suggest the county intended to divest lawful owners of a pre-existing lot of the right to erect a dwelling complying with all other ordinance requirements. The nonconforming lots ordinance does not exempt any dwelling or accessory building from conforming to other residential district ordinance requirements, including uses, height, setbacks, or side yards; nor does it permit the creation of any additional nonconforming use. The board's decision to uphold the zoning permit complies with the county ordinances.

G. Kunde v. Estate of Arthur D. Bowman

Iowa Court of Appeals No. 17-0791. Filed November 2, 2018

Kunde owned property in Jackson County that is adjacent to property owned by Bowman. Bowman and Kunde were neighbors and Bowman indicted that if Kunde rented the property from Bowman he would agree to sell the property to him at an agreed upon per acre price. The parties discussed the possibility of improvements to Bowman's property. Kunde agreed to make certain improvement to the property as part of the oral agreement that Kunde could exercise the option to purchase the Bowman land at $3,000 per acre. A written lease was entered into between the parties starting in 2008. A list of improvements to be made by Kunde was listed on the lease and those were then to be made permissive at the renter's expense and would be part of the real property. Kunde made many improvements to the property. He placed expensive fertilizer in the soil, excavated and leveled the property, installed drain tile, engaged in general cleanup, repaired and installed fences and created and redirected waterways. Kunde's work also converted twenty-three acres of nontillable acres to tillable acres and he incurred about $52,000 in costs for labor, equipment use and materials in making the improvements. In 2010, Kunde attempted to exercise the option to purchase the Bowman farm. He was

told by Bowman's daughter that she had discovered a third-party right of first refusal on property. Bowman then was placed in a nursing home suffering from dementia. Kunde was served with a notice of termination of the farm lease and the farm was purchased by another party at public auction. Kunde brought this action to district court against Defendants and claimed Defendants breached an option to sell him the agricultural land. Alternatively, Kunde alleged equitable causes of action, including promissory estoppel, unjust enrichment and quantum meruit. The lower court agreed with Kunde and a jury awarded damages of $52,000 which was set aside by the district court finding that there was not evidence sufficient to prove the existence of a contract. Issues regarding the equitable arguments of promissory estoppel, unjust enrichment and quantum meruit were also reviewed by the district court and they were found not to exist due to the fact that there was a lease between the parties. These implied contracts were inconsistent. The question for the Iowa Court of Appeals as well as the Iowa Supreme Court was whether or not the equitable claims survived a motion for summary judgment. The lower court, Court of Appeals and Iowa Supreme Court found that quantum meruit and unjust enrichment could not be utilized because an express contract and implied contract cannot coexist with the respect to the same subject matter. The parties entered into an express written agreement related to the farmland improvements and allocated the costs of any improvements. The existence of an express contract on these matters prevented Kunde from circumventing the agreement by seeking to use theories of unjust enrichment and quantum meruit to recover for improvements to which he plainly was not entitled under the terms of the agreement.

The issue regarding promissory estoppel deals with an interpretation by the Iowa Supreme Court of whether or not you can have a promissory estoppel argument when you don't have a clear agreement and only a promise. The Iowa Court of Appeals found that you could have promissory estoppel with just a mere promise relying upon the case of Schoff v. Combined Ins. Co. of America, 604 N.W.2d 43 (Iowa 1999) which states there are four elements of promissory estoppel: (1) a clear and definite promise (2) the promise was made with the promisor's clear understanding that the promisee was seeking an assurance upon which the promise could rely and without which he would not act; (3) the promisee acted to his substantial detriment in reasonable reliance on the promise; and (4) injustice can be avoided only by enforcement of the promise.

The Iowa Supreme Court affirmed the decision finding that with promissory estoppel you only need a clear and definitive promise not a clear and definitive oral agreement. The case was remanded to determine whether or not promissory estoppel was an available remedy for Kunde to pursue.

H. Lime Lounge, LLC and Thunder & Lightning, Inc. v. Zoning Board of Adjustment of the City of Des Moines, Iowa
Iowa Court of Appeals No. 18-0155. Filed February 6, 2019

The Plaintiff in this case operates a tavern in the East Village of Des Moines, Iowa. The tavern was granted a conditional use permit on August 31, 2011 which provided in part "Live outdoor music on any patio shall be limited to nonamplified

performances. Any outdoor sound and music on any patio shall be limited to levels that will be considered background auditory in nature." The CUP also provided in paragraph 7 as follows: "The conditional use permit shall be subject to further amendment or revocation if the zoning enforcement officer determines that the operation of the business becomes a nuisance or exhibits a pattern of violating the conditions set forth in the conditional use permit." Over several years the tavern received numerous complaints regarding the noise level. In August of 2015 the CUP was amended to allow the tavern to have louder music on the patio. The CUP was amended to provide as follows: "Live outdoor music on any patio shall be limited to non-amplified performances. Any outdoor sound or music on any patio shall be limited to levels that would be considered background auditory in nature and shall be in accordance with a type "E" sound permit."

Complaints regarding the noise level on the outdoor patio continued over the next year with several police reports being filed regarding the noise level. In March of 2016, a hearing was held regarding whether or not the CUP should be revoked or amended. At that meeting, the tavern's representative contended the board had no jurisdiction over the matter as there are specific procedures required to revoke a type "E" sound permit. A board member of the Board of Adjustment asked the tavern owner "Is your argument that this Board doesn't have the right to pull the conditional use permit that we granted?" The tavern argued that the sole issue was a violation of the sound ordinance which the tavern asserted was to be dealt with in an administrative hearing pursuant to section 42-266 of the Municipal Code. After the board was presented with exhibits, complaints and comments offered by neighbors and police officers, and arguments made by the parties, the Board voted to revoke Lime Lounge's CUP.

On March 31, 2016, Lime Lounge filed a petition for a writ of certiorari. The tavern asserted the Board's ruling was illegal in a myriad of ways and asserted various violations of regulatory procedure, erroneous statutory interpretation, and violations of doctrines of res judicata and collateral estoppel. The district court found no illegality and annulled the writ. On appeal, the tavern made several legal arguments. The tavern argued that the board had no authority to revoke the CUP as it was actually a revocation of their liquor license, as well as the sound permit and there were certain administrative procedures that had to be followed to revoke both the liquor license as well as the sound permit. The Iowa Court of Appeals opined that the revocation of a CUP was different than revocation of a liquor license and/or a sound permit and held that a CUP by its very terms are subject to the permit holder's compliance with the conditions specified and "shall be subject to further amendment or revocation if the zoning enforcement officer determines that the operation of the business becomes a nuisance or exhibits a pattern of violating the conditions set forth in the conditional use permit." It would defy logic to conclude the "further amendment or revocation" was not within the Board's authority.

The tavern also argued that they were not afforded the same level of fairness as in a court of law. The district court as well as the Iowa Court of Appeals found that there was adequate safe guards in place for the holder of the CUP. The decision of the district court on the writ was affirmed as the court of appeals concluded: "Here, the evidence included many noise complaints and several meter readings, several in excess of eighty-

five decibels. Clearly the sound emitting from the Lime Lounge was unreasonably disturbing individuals and other businesses in the area. A city authorized sound permit did not authorize unlimited noise emitting from the premises. Having reviewed the record, we find there is substantial evidence from which the Board could make its findings."

I. Standard Water Control Systems, Inc. v. Michael D. Jones and Cori L. Jones
Iowa Court of Appeals No. 17-2009. Filed February 6, 2019

This case involves a foreclosure of a mechanic's lien by Standard Water Control Systems, Inc. The case has been on appeal and before the district court on numerous occasions. The Plaintiff was successful in having the court find that the mechanic's lien could be foreclosed in the amount of $4900, plus attorney fees and costs. The issue before the district court as well as the Iowa Court of Appeals was whether or not a homestead can be sold to recover attorney fees and costs entered as part of a judgment against a home in an action to foreclose a mechanic's lien. Iowa Code Section 561.16 provides that a homestead is subject to a judicial sale only when there is a special statutory declaration permitting such a sale. Iowa Code Section 561.21(3) allows for the homestead to be sold in a mechanic's lien foreclosure. However, that section only lists two types of debts for which a homestead may be sold - those for work done and those for materials furnished. It does not list attorney fees as one of the items that could be part of a judgment in a mechanic's lien foreclosure in which the homestead could be sold. The Iowa Court of Appeals found because Iowa Code Section 561.21(3) does not list attorneys fees the homestead could not be sold to recover attorneys fees, costs of the action or interest that may have been entered as a judgment against the home in a foreclosure action under Chapter 572. The district court found that homestead rights had been waived in previous actions regarding the same claim by the Defendant as the Defendant never raised the issue. The Iowa Court of Appeals reversed the district court finding the Joneses waived their homestead rights. The decision of the district court was affirmed in part with the Court of Appeals affirming district court's finding that Iowa Code Section 561.21(3) does not allow a homestead to be sold to recover attorney fees entered as part of a judgment against a home in an action to foreclose a mechanic's lien, but reversed the court's conclusion that the Joneses waived their homestead rights and remanded for further proceedings.

J. Ames 2304, LLC v. City of Ames, Zoning Board of Adjustment
Iowa Supreme Court No. 17-1149. Filed March 8, 2019

This case is a further review of a Court of Appeals decision affirming the district court which granted a writ of certiorari regarding the legality of the Board's denial of Ames 2304's permit for a proposed interior remodel.

The property which is the subject matter of this appeal is a legal nonconforming use wherein a single family home was converted to four one-bedroom apartments in 1928. It was grandfathered in as a legal nonconforming use. In April of 2016, Ames 2304 sought a building permit to remodel the property's interior. The proposal was to go from two one-bedroom units to one studio unit and one two-bedroom unit and on the second floor it was to convert two one-bedroom units to one studio apartment and one three-bedroom unit. The number of bedrooms would increase from four to seven. The Ames zoning enforcement officer determined that this was an increase in the intensity of the nonconforming use and therefore the proposal was not allowed under the Ames zoning ordinance. The zoning board of adjustment affirmed the decision of the zoning enforcement officer and on appeal the district court found that this was not an increase in intensity of the use of the nonconforming use and annulled the writ of certiorari. The court of appeals agreed with the district court. The Iowa Supreme Court on further review determined that the City's zoning ordinance does not adequately define what is an increase in intensity of use, but the Court found that there was no larger imprint on the property through the conversion of the two one-bedroom apartments on the first floor and the two one-bedroom apartments on the second floor. The two different configurations was not an increase in intensity of use and therefore affirmed the court of appeals.

K. Joseph Goche v. WMG, L.C.
Iowa Court of Appeals No. 18-0793. Filed March 6, 2019

The court in this case addresses the doctrine of merger of a contract into a deed and fulfillment of a contract and issues regarding reformation. A limited liability company of which four siblings were members: Joseph Goche, Michael Goche, Jeanne Goche-Horihan and Renee Afshar had a special meeting in February 2017 regarding removal of Joseph as the manager of the company and distribution of the real property. The resolution of the LLC provided as follows: "Members and Managers acknowledge, consent, and agree that the Parcels shall be distributed to the Members via warranty deed and subject to existing liens for real estate taxes and special assessments." The deed from WMG, L.C. to Joseph contained the following language: "The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated." The property that was received by Joseph had unpaid property taxes, as well as drainage assessments in the total amount of $32,216.59 which Joseph paid. He brought this action on a breach-of-warranty deed claim. The district court granted partial summary judgment to Joseph and awarded him $32,216.59 in

damages. WMG appealed that decision. The issue before the court was whether or not the contract which stated that the deed would be subject to bills, unpaid real estate taxes and special assessments merged into the deed which was granted by WMG to Joseph. The doctrine of merger states that the terms of the conveyance of real estate, absent a showing to the contrary, are "deemed to have merged in a subsequent deed." So the previous agreement between the parties merged into that deed and the deed speaks for itself has notable exceptions. Here, the issue is whether or not the lower court should have allowed evidence to be taken for the showing to the contrary which would overcome the presumption of merger. The Court of Appeals found that the district court should have taken these additional questions and should not have granted summary judgment and reversed the decision of the district court.

L. Mary DeHaai v. City of Monroe and Parties in Possession
Iowa Court of Appeals No. 18-0126. Filed March 20, 2019

DeHaai has owned and lived in the residence and adjoining lot fronting on American Street in the City of Monroe for forty-three years. Immediately south of DeHaai's property line, the City of Monroe owns a sixty-foot wide strip of land which contains American Street with a strip of land on either side of the street. The City's ownership was established via a recorded quitclaim deed dated 1965. The City of Monroe's ordinance provides as follows: "abutting property owners have a duty to maintain all property outside the lot and property lines and inside the curb lines upon the public streets….Maintenance includes timely mowing, trimming trees and shrubs and picking up litter." City of Monroe Ordinance 135.10. DeHaai brought this action seeking to quiet title to the land lying between the south boundaries of the lot she owns and the physical boundaries of American Street. In the petition she alleged she cared for, maintained, mowed, and otherwise exercised sole dominion and control of the land for over forty years. The City of Monroe filed a motion to dismiss claiming DeHaai failed to adequately plead all the elements of adverse possession. The district court granted the motion to dismiss. To establish adverse possession in Iowa, the party must establish hostile, actual, open, exclusive and continuous possession under claim of right or color of title for at least ten years. The doctrine of adverse possession is strictly construed. Even though Iowa is a notice state in the pleadings, there are not sufficient facts alleged in the petition to allow for adverse possession. Permissive use of land is not considered to be hostile under claim of right and with the duty that the City of Monroe imposes on abutting land owners to care for that area, a city's motion to dismiss is appropriate. The Court of Appeals affirmed the district court.

M. Great Western Bank v. Conrad D. Clement; Manaco, Corp., and Parties in Possession / Sue Ann Dougan v Wayne Joseph Mlady
Iowa Court of Appeals No. 18-0925. Filed March 20, 2019

Conrad Clement, the debtor, owned certain property in Howard County subject to a mortgage held by Great Western Bank. Clement failed to pay the amounts due on the note secured by the mortgage and the bank commenced its foreclosure action. A motion for default was entered by the bank in January of 2017 and on March 24, 2017 the district

court entered a decree granting the bank's request to foreclose upon the farm property that secured Clement's mortgage. The decree provided in part as follows: "The court notes that the subject real estate is agricultural real estate and, as such, there shall be a one-year redemption following sheriff's sale, exclusive to the Defendant, Conrad D. Clement only." A sheriff's sale was held on May 22, 2017 and the property was purchased by Wayne Mlady.

Almost eleven months later, Sue Ann Dougan was assigned the right to redeem from Clement and filed a petition in the case essentially seeking entry of a declaratory judgment in her favor. Dougan tendered to the district court more than the sum due pursuant to 628.13 and .18 to redeem the property. She requested the district court ratify and confirm the redemption in accordance with the terms determined by the court. Mlady resisted that petition. At a hearing held in April 2018, the court determined that because the decree stated that the redemption rights were exclusive to Clement, that only Clement could redeem the property. In addition, because that language was not appealed in the original foreclosure action, it was the law of the case.

The Iowa court of appeals reviewed Iowa Code Section 628 which provides a right of redemption for mortgage debtors and creditors. Iowa Code Section 628.25, entitled "Transfer of debtor's right," explicitly states: "The rights of a debtor in relation to redemption are transferable, and the assignee has the like power to redeem." In the case of *Hartman Mfg. Co. v. Luse*, 96 N.W. 972, 973 (Iowa 1903) the court explained the rights of redemption "Ownership is always transferable. It's transfer necessarily carries the statutory right of redemption. The practical effect of such transfer is that when the distressed, and perhaps helpless, owner of real estate is approaching the end of its period of redemption, he may barter to another the remnant of his rights, both contractual and statutory. In such a case the right of redemption carries the only value which the ownership has. Such value is potential and can be realized only by the exercise of the right of redemption. The exercise of such right saves the ownership. If the owner is not able to exercise such right, then neither ownership nor right of redemption has any value." Iowa Code Section 628.3 provides that "The debtor may redeem real property at any time within one year from the day of sale, and will, in the meantime, be entitled to the possession thereof; and for the first six months thereafter such *right of redemption is exclusive.* Dougan argued on appeal that the foreclosure decree's use of the word "exclusive" concerning Clement's right of redemption did not mean he could not assign his right as provided in Iowa Code Section 628.25. The Iowa Court of Appeals agreed and found that the assignment was valid. The district court's action was reversed.

N. Tech Professional Centre Condominium Association v. Apex Holdings, LLC and Jens Baker

Iowa Court of Appeals No. 18-0042. Filed April 3, 2019

An owner of two condominiums modified the exterior doors and windows of the units to allow for a day care center to be operated in the condominiums. The condominium association sued the owner and the owner's registered agent for breach of association rules, bylaws and the statute governing condominiums. At trial the district

court ruled in favor of the association and ordered the owner to return the units to their original condition. The court also declined to grant the association's request for attorneys fees.

The association's condominium declaration and bylaws state that "Unit owners are not to make structural modifications or alternations in [their] unit installations located therein without receiving prior written approval from the Association." Facts of the case make it clear that the owner of the two condominium units did not seek the approval of the Association and went ahead and removed two sets of windows, installed new entrance doors to the units, and made the existing doors "nonoperable." The Association after seeing that the work had been done ordered Apex to cease and desist with the renovations. Apex ignored the order, completed the construction, and paid the contractor $5,095.48.

This action was filed by the Association as a "petition at law", alleging that Apex breached the Association bylaws and violated Iowa Code Chapter 499B "by making significant exterior alterations to the building without the … Association's approval." Following trial, the district court determined Apex violated the Association bylaws and Chapter 499B by failing to notify the Association of its proposed changes to the building. The court ordered Apex to "place the exterior of the condominium building in its condition prior to the exterior renovation done to the building in 2016" "no later than ninety days from the date of this order." The attorney fees were denied to the Association.

On appeal, the owner of the units tries to argue that because the Association was no longer in existence as a corporation that they do not have the ability to enforce the bylaws. The Court of Appeals rejected that argument and also the agreement regarding laches which is the defense applied to preclude enforcement of the bylaws. Laches is an equitable doctrine premised on unreasonable delay in asserting a right, which causes disadvantage or prejudice to another. It is an affirmative defense and had to be plead. In this case, Laches was not plead.

The last issue before the court was whether or not the Association had the right to have an injunction placed on the work requiring the owner to place the property back into its previous condition. The Court found that the action was plead as a petition at law and that injunctive relief was not appropriate. The court went ahead and awarded damages to the Association in the amount of $5,095.48 which was the amount paid to have the word done on the property.

The denial of attorneys' fees was affirmed by the court of appeals finding that the amendment to the bylaws allowing for attorney fees was placed in the bylaws after the work had been performed by the contractor on the condominium owner's units. There was no abuse of discretion in the court's ruling to deny the attorney fees.

O. Winger Contracting Company v. Cargill, Inc. et al.
Iowa Supreme Court No. 17-1169. Filed April 12, 2019

The issue before the court is whether or not mechanic's liens arising from the providing of materials and labor to a lessee attach to the property of the lessor under the facts and circumstances of this case. The case also presents the question of whether a construction mortgage lien ultimately obtained by the owner of the land on the leasehold and property of the lessor has priority over later-filed mechanic's liens. In this case, Cargill leased to an entity certain property to build a facility to provide chlor-alkali to Cargill. The lease provision contained provisions indicating that all the improvements constructed on the leased land by the tenant would be the property of the tenant and had to be removed at the end of the lease term. It also contained provision in the lease under paragraph 22.14, "that nothing in the lease should be construed "as creating a partnership, joint venture, or association" between Cargill and the tenant and that neither party was responsible for any of the debts or obligations of the other party." The construction commenced on the property and the Plaintiff was a sub-contractor. The tenant obtained a loan from the Iowa Finance Authority to construct the facility which was guaranteed by Cargill. The project failed and the sub-contractors filed this action seeking to enforce mechanic's liens against the interests of the landlord. The lower court ruled that the interest of the sub-contractors did not attach to the property of the landlord mortgage lien and the lessees property had priority over the mechanic's liens. There has been previous case law in Iowa under the *Romp* and *Stroh* cases where under certain circumstances a sub-contractor filed mechanic's lien against the interests of the lessee might attach to the interest of the lessor. However, under an amendment to Iowa Code Section 572.2 the definition of owner has now been limited to mean the record titleholder of the property. The Iowa Supreme Court looked at the issue and determined that the threshold issue in this case is whether a mechanic's lien on the underlying fee interest may attach under the current version of Iowa Code Section 572.2(1) for the contractor. If the answer to the question is no, there is no need to consider whether the mechanic's liens attach under the theories in *Romp* and *Stroh.* Based upon review of the statute, the Iowa Supreme Court held that Cargill has a better argument. The amendments of 2007 and 2012 narrowed the definition of owner and eliminate contracts with agents as the basis for mechanic's liens on the property of the owner. Under their interpretation of the legislative action *Romp* and *Stroh* are no longer good law. The Iowa Supreme Court found that the language of the statute does not allow the attachment of mechanic's liens to fee simple interest of Cargill.

The court also found the construction mortgage lien was superior to the interest of the mechanic's lien even though the interest of the mortgage holder was now held by Cargill. There was no merger of the fee simple interests with the lessee's interest. The decision of the district court was affirmed.

P. Obduskey v. McCarthy & Holthus, LLP
United States Supreme Court No.17-1307. Filed March 20, 2019

This case involves the law firm of McCarthy & Holthus which tried to carry out a nonjudicial foreclosure on a Colorado home owned by petitioner Dennis Obduskey. Obduskey received a letter from the law firm and responded with a letter invoking the Fair Debt Collection Practices Act which provides that if a consumer disputes the amount of a debt, a "debt collector" must "cease collection" until it "obtains verification of the debt" and mails a copy to the debtor. Instead, the law firm initiated a nonjudicial foreclosure action. The debtor sued, alleging that the law firm failed to comply with the FDCPA's verification procedure. The District Court dismissed on the ground that the law firm was not a "debt collector" within the meaning of the FDCPA. The Tenth Circuit affirmed, as well as the U.S. Supreme Court. The U.S. Supreme Court held that a business engaged in no more than nonjudicial foreclosure proceedings is not a "debt collector" under the FDCPA, except for the limited purposes of §1692f(6). The court found that because the law firm was not a debt collector under §1692a(6) and the provisions of §1692f(6) were not applicable in this case, therefore the law firm was not a debt collector.

Q. John E. Rottinghaus and Dessie Rottinghaus v. Lincoln Savings Bank, Fiduciary of the Estate of Sandra R. Franken
Iowa Court of Appeals No. 18-0261. Filed May 1, 2019

In 1973, John and Dessie Rottinghaus sold certain real estate to James and Sandra Kipp. The deed contained the following "right-of-first-refusal" provision: "Grantees hereby agree that they will not sell or otherwise convey the premises described above to any person other than grantors without first giving grantors the opportunity to purchase the premises at a price equal to any bona fide offer to purchase the premises made by any other person. In the event any person offers to purchase the said premises from the grantees, the grantees shall notify the grantors immediately and grantors shall have fifteen (15) days to purchase the property at the same price as offered." Sandra Kipp eventually became the sole owner of the property. After she died, her estate sold the property to a third party. The sale took place in 2016.

The Rottinghauses filed a probate claim in her estate for the breach of the right of first refusal contained in the 1973 contract with the Kipps. The estate moved for summary judgment, relying in part on Iowa Code section 614.17A(2017) which provides in part: "[A]n action shall not be maintained in a court, either at law or in equity, in order to recover or establish an interest in or claim to real estate of . . . [t]he action is based upon a claim arising more than ten years earlier or existing for more than ten years." The Iowa Court of Appeals affirmed the district court relying upon the case of *West Lakes Properties, L.C.* v. *Greenspon.* The Court found that because the claim arose more than ten years ago and nothing was preserved, Iowa Code section 614.17A was applicable and the state court decision was affirmed. Judge Vogel issued a dissent finding that this was simply a breach of contract claim and not subject to Iowa Code section 614.17A. Judge Vogel goes through an analysis of what was the purpose of 614.17A. She found that

614.17A was enacted to transfer an interest in real estate adverse to the record title holder. She found that the interest of Rottinghause was not an interest in the real estate because they were never given any right to exercise the right. Applying section 614.17A as a statute of limitations for the Rottinghauses' breach of contract claim goes beyond the statute's purpose of simplifying land transfers and record titles.

R. Arthur John Chumbley v. Lyman Enterprises, L.C.
Iowa Court of Appeals No. 18-0379. Filed May 15, 2019.

Lyman Enterprises, L.C. hired Chumbley to do certain work on property owned by Lyman Enterprises, L.C. There was a dispute about the amount owed for labor and materials furnished by Chumbley and Chumbley brought this action to foreclose on a mechanic's lien. At the district court level, the district court determined that $38,927.20 was still owed to Chumbley and that Chumbley was entitled to reasonable attorneys fees pursuant to Iowa Code section 572.32(1). On appeal, the Iowa Court of Appeals affirmed the amount to be paid for labor and materials, but because the district court determined that attorneys fees in mechanic's liens actions is mandatory under 572.32, that the case would be remanded and reversed in part. The legislature has amended 572.32 to make an award attorney fees discretionary rather than mandatory .

S. Wells Fargo Bank, N.A. v. Jason C. Thomas, et al.
Iowa Court of Appeals No. 18-0488. Filed June 5, 2019

Larry Humphrey executed a note and a mortgage loan with his wife to Wells Fargo Bank, N.A. Larry died in March of 2017 and the note was in default. No estate was opened for Larry. This action was commenced by Wells Fargo in a petition of foreclosure seeking judgment in rem and to quiet title to the mortgaged real estate. The petition named Jason Thomas and "all known and unknown claimants and all persons known or unknown claiming any right, title or interest and all of their heirs, spouses, assigns, grantees, legatees, devisees and all of the above named defendants." A guardian ad litem was appointed for the unknown heirs. Wells Fargo published notice of the foreclosure in a local newspaper once weekly for three consecutive weeks, and provided notice to the GAL. The court granted the default judgment against Thomas and the other named defendants, but refused to find against the unknown heirs finding that notice by publication "is insufficient to put unknown heirs on notice of the foreclosure action.

Wells Fargo appeals the denial of its petition to quiet title to the unknown heirs. The Court of Appeals relied upon Iowa Land Title Standards. Standard 7.8(1) states: "If a foreclosure court had in rem jurisdiction of the persons with an interest in the estate of a deceased borrower, and entered a decree of foreclosure, there is generally no need to open an estate for the deceased borrower. Under the doctrine of res judicata, a title problem can only arise in such a case if a person in interest objects to the procedure in the foreclosure case and the court upholds the objection." Additionally, Standard 7.8(4) states, when there is no estate, "the foreclosure should name as defendants all known persons who are reasonably believed to have a right to inherit the property, and also all unknown persons with an interest in the estate." The Iowa Court of Appeals found that

the notice was proper by publication and also relied upon *U.S. Bank Nat'l Ass'n* v. *Parrott*. The decision of the district court was reversed and remanded.

T. John Barton Goplerud, et al. v. Dallas County, Iowa, Dallas County Board of Adjustment, and NAPA Valley Owners Association
Iowa Court of Appeals No. 18-0784. Filed June 19, 2019

In May of 2014 the Gopleruds who lived in the Napa Valley Estates housing division in Dallas County, Iowa filed an application with the Dallas County Department of Planning and Development for a building permit for a combined carriage house and garage on their property. The Department issued the building permit. The carriage house was constructed and a Certificate of Zoning Compliance and Occupancy Permit was issued by the Department on February 13, 2015. The Gopleruds were subsequently sued by the Napa Valley Owners Association which claimed the occupied carriage house did not meet the restrictive covenants of the homeowners association. While the suit was pending, the NVOA contacted the Department in Dallas County stating that they believed that the Gopleruds were in violation of the Dallas County zoning ordinances, as two single-family residences on one lot were not permitted in the R-2 Zoning District where the house was located. The Dallas County Zoning Department issued a Notice of Violation to the Gopleruds on January 10, 2017, stating that they were in violation of the zoning ordinance and it had to be abated by March 10, 2017. In order to abate the violation, the Gopleruds were informed they needed to (1) cease and desist using the building as a residence, (2) modify the building to comply with the occupancy permit, and (3) use the building in compliance with zoning regulations. The Gopleruds appealed the Notice of Violation to the Board. After a hearing, the Board issued a decision stating that because the accessory building had more than 51% of the total square footage of the building for residential use, it was in violation of the zoning ordinance. The Gopleruds then filed a petition for writ of certiorari, requesting a stay or restraining order, and request for declaratory ruling against Dallas County, the Board and the NVOA. Dallas County filed a pre-answer motion to dismiss, claiming the Board's decision was not a final decision on the issue of whether the Gopleruds violated Dallas County ordinances. This pre-answer motion to dismiss was denied. However, a hearing was held on whether the court should issue the writ of certiorari pursuant to Iowa R. Civ. P. 1.1406. The lower court, as well as the Iowa Court of Appeals rendered a decision as to when a person is aggrieved by a decision of the County Board of Adjustment they may then file a petition for writ of certiorari. Under Section 335.18 of the Iowa Code, a person "aggrieved by any decision of the board of adjustment" may file a petition for writ of certiorari "setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality." Proof that a party is aggrieved by agency action as shown by evidence of (1) a specific personal and legal interest in the subject matter of the agency decision and (2) a specific and injurious effect on this interest by the decision. Dallas County indicated they were not injured by the decision of the notice of the department in the notice of violation. The Iowa Court of Appeals disagreed that in that the notice of violation presents the Plaintiffs with two alternative consequences, both of which are negative which would be to move the carriage house or modify it so it could no longer be used as a residence. There was also potential for a large fine. The Court of Appeals determined that there was

claims there was specific, personal and legal interest in the subject matter of the agency decision and a specific and injurious effect on the interest by the decision. The district court's action was reversed.

U. Jade E. Robinson and Shannon K. Robinson v. William A. Welp and Joyce A. Welp

Iowa Court of Appeals No. 17-1801. Filed July 3, 2019

The Welp's owned certain property in Marshall County. As part of the sale process to the Robinsons, a disclosure statement was completed pursuant to Iowa Code Section 558A. One of the questions was is there a problem with mice, bats, snakes, spiders, roaches, etc. The form provided a "Yes", "No" or "Unknown" and the Welps marked it "No". The Robinsons moved in to the property early and they found several snakes on the property. The Robinsons had pest control come out to take care of the issue. After the Robinsons moved into the property and purchased the property they found numerous snakes all around the property and inside the property. After certain work was done on the property, the contractor indicated he could not determine whether or not there were additional snakes in the house, as it was possible there were still snakes in the walls. The Robinsons then filed this lawsuit against the Welps, alleging they did not disclose the snake problem and there was also an issue regarding the in-ground pool leaking. At trial, the Welps testified that they were aware that there were snakes on the property over the years, but did not consider it a problem. The district court found that they breached the contract and disclosure form by failing to note the snake problem and they would award damages in the amount of $64,216.42, which was the amount based upon Campbell's estimate to eradicate the snakes for $55,000.00, $1,000.00 per month living expenses for two months, as well as $7,216.42 to reimburse the Robinsons for the money already used to eradicate the problem. There were also attorneys' fees awarded of $53,535.00 and expenses of $1,677.17. The issue for the Iowa Court of Appeals was whether or not there was a breach of the duty to disclose. Iowa Code Section 558A.301 requires the seller to make disclosures "in good faith". The Court of Appeals agreed with the district court that checking "no" to the question "Is there a problem with . . . snakes?" was a violation of their duty. The defendant's tried to argue that the question was in the present tense - "is" there a snake problem rather than had there been a snake problem. The Iowa Court of Appeals disagreed with that interpretation of Iowa Code Section 558A and the disclosure form. They found that the Welps had actual knowledge of the snake issue and failed to disclose it and therefore they breached the disclosure form as well as Iowa Code Section 558A. Attorneys fees were appropriate and the amount of attorneys fees is generally under the discretion of the court. Case was remanded to determine whether or not appellate attorneys fees should be awarded.

V. Cheryl Albaugh v. The Reserve

Iowa Supreme Court No. 18-1037. Filed June 28, 2019

Cheryl Albaugh's mother (Shirley Voumard) moved into The Reserve at Walnut Creek in October of 2007. Requirements to move into The Reserve were that the person had to pay an entrance fee and in this case a supplemental amount upon signing the

agreement. By doing so, they would be able to live in the facility and would have certain benefits including healthcare, meals, etc. Albaugh paid a $64,975 entrance fee, as well as a $63,557 supplemental fee, moved into the property and in August of 2014 it became clear that Voumard could not live in the facility on her own. She had dementia. She moved out of the property and Albaugh requested that they refund the entrance fee and supplemental amount. They declined to do so. This lawsuit was filed by Albaugh. She tried to argue that the agreement between her mother and The Reserve violated the Iowa Uniform Residential Landlord and Tenant Act. She also claimed that there were violations of the Retirement Facility Act under Iowa Code 523D, as well as other violations under common law. The issue before the Iowa District Court, as well as the Iowa Supreme Court was whether or not this type of arrangement was intended to be governed by the Iowa Uniform Residential Landlord and Tenant Act under Iowa Code Section 562A or governed by the retirement act under Iowa Code 523D. The district court granted the defendant's motion for summary judgment finding that the Residential Landlord and Tenant Act was not applicable and the Iowa Supreme Court agreed through an analysis of the statutory language involved. The Supreme Court concluded that the plain statutory language makes clear the legislation did not intend the fees permitted by Chapter 523D be subject to the rental deposit provisions under the Iowa Uniform Residential Landlord and Tenant Act. The plaintiff tried to argue that the rental deposit was limited to two months' rent under Iowa Code Section 562A.6(12). The Iowa Supreme Court found that the plain statutory language makes it clear the legislature did not intend that fees permitted by Chapter 523D be subject to the rental deposit provisions of the Iowa Uniform Residential Landlord and Tenant Act. The motion for summary judgment granted to the defendants was affirmed by the Iowa Supreme Court. There was a dissent filed by Justice Appel concurring where Justice Wiggins joined the dissent.

W. Marc Steffes, Mercedes Steffes, Lance Freed and Jill Freed v. Terrace Park Dock and Property Owners Association, et al.
Iowa Court of Appeals No. 18-0348. Filed May 15, 2019

Steffes owns property in the Terrace Park subdivision of West Okoboji. They applied for membership in the Terrace Park Dock and Property Owners Association. The Association maintains five docks for the development and the Association was formed in 1975 to secure those dock permits. The Association bylaws provide that: "Only those persons . . . owning a parcel or parcels of land in the following described properties shall be eligible as members of the Association: All parcels of land in the original plat of Terrace Park and the Replat of Terrace Park, Dickinson County, Iowa." The Appellants' property boundaries do not match up with any of the lots shown in either plat, as the property had been replatted several times since the original plats. The Association denied their membership and the district court affirmed that denial. Over the course of several decades, the property in question was a part of Block 7 of Terrace Park and also in the 1908 plat Lot A in Terrace Park. It was then replatted and has not been referenced as an original lot in the original plat. The application was denied by the Association. On appeal, the Iowa Court of Appeals determined that the language of the Association bylaws was unambiguous. The 1989 amendment does not restrict membership in the

Association to owners of lots of record as delineated in the 1905 Plat or the 1908 Replat. It therefore allowed the plaintiffs to become members of the Association.

NEW LEGISLATION

A. SF 532 - New Construction Notice

B. SF 475 - Remote Notaries

C. HF 701 - NonConforming Uses

D. SF 638 - Standings Bill, Groundwater Hazard Statements

E. HF 768 - Beginning Farm Credit

F. HF 778 - Farmland Capital Gains Exception

G. SF 93 - Abandoned Buildings

H. SF 412 - Residential Contractors

I. SF 341 - Service Dogs

J. SF 447 - Building Restrictions