Prepared by & Return to: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312 (515) 279-9059

AMENDMENT TO DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, RESTRICTIONS AND MAINTENANCE ASSOCIATION FOR HAMILTON RIDGE

THIS AMENDMENT is made by **HAMILTON RIDGE, LLC**, an Iowa limited liability company, owner of the Additional Land hereinafter described, and "Declarant" of the Declaration of Residential Covenants, Conditions, Restrictions and Maintenance Association for Hamilton Ridge recorded 9/28, 2021 in Book 2021 at Page 28548 in the records of the Recorder for Dallas County, Iowa (as amended, collectively the "Declaration").

WHEREAS, pursuant to the Declaration, Declarant has established and placed certain covenants, conditions, restrictions, reservations and easements on the following described real estate:

Lots 1 – 29 in Hamilton Ridge Plat 1, an Official Plat in Waukee, Dallas County, Iowa.

WHEREAS, the Declaration grants to Declarant the right to amend the Declaration and the right to subject additional land to the terms of the Declaration without approval or consent of any other party.

WHEREAS, Declarant desires to amend the Declaration to subject the following described real estate (the "Additional Land") to the terms of the Declaration upon the filing of this Amendment:

Lots 1 - 20 in Hamilton Ridge Plat 3, an Official Plat in Waukee, Dallas County, Iowa.

NOW, THEREFORE, pursuant to the authority described in the Declaration, Declarant hereby amends the Declaration as follows:

1. **Additional Land.** The Additional Land is hereby annexed and submitted to the Declaration, which real property shall be held, sold and conveyed subject to the same covenants, conditions, restrictions, reservations and easements of the Declaration, and the Owners of Lots within the Additional Land shall automatically become Members of the Association in the same manner as described in the Declaration and are hereby subjected to the terms, conditions, duties and assessments as described in the Declaration.

2. **Building Area Design and Construction.** Section IV of the Declaration relating to building area design and construction is amended to include the following:

O. For Lots 1 – 6 and 19 – 20 in Hamilton Ridge Plat 3 the following requirements shall apply:

(1) One and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,500 square feet; ranch or one-story dwellings must have a finished area of not less than 1,300 square feet.

(2) Dwellings must be constructed using vinyl siding, hardboard siding by LP SmartSide or cement board siding by James Hardie or other brands approved by Declarant as being acceptable exterior siding. All vinyl siding shall be .42 thickness at a minimum.

(3) Dwellings must be constructed using a minimum of twenty-five percent (25%) brick, stone or stucco on the front elevation of the dwelling.

(4) Fences shall be either black vinyl coated chain link or PVC vinyl or other material approved by Declarant as being acceptable fencing.

P. For Lots 7 and 8 in Hamilton Ridge Plat 3 the following requirements shall apply:

(1) One and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,500 square feet; ranch or one-story dwellings must have a finished area of not less than 1,300 square feet.

(2) Dwellings must be constructed using hardboard siding by LP SmartSide or cement board siding by James Hardie or other brands approved in writing by Declarant as being acceptable exterior siding. No vinyl siding shall be permitted.

(3) Dwellings must be constructed using a minimum of twenty-five percent (25%) brick, stone or stucco on the front elevation of the dwelling.

(4) Fences shall be either black vinyl coated chain link or PVC vinyl or other material approved by Declarant as being acceptable fencing.

Q. For Lots 9 – 18 in Hamilton Ridge Plat 3 the following requirements shall apply:

(1) One and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,800 square feet; ranch or one-story dwellings must have a finished area of not less than 1,500 square feet.

(2) Dwellings must be constructed using hardboard siding by LP SmartSide or cement board siding by James Hardie or other brands approved in writing by Declarant as being acceptable exterior siding. No vinyl siding shall be permitted.

(3) Dwellings must be constructed using a minimum of twenty-five percent (25%) brick, stone or stucco on the front elevation of the dwelling.

(4) Fences shall be either black vinyl coated chain link or PVC vinyl or other material approved by Declarant as being acceptable fencing.

3. **Ratification.** Except as expressly amended hereby, all of the terms and conditions of the Declaration shall continue in full force and effect and are hereby ratified and confirmed.

Dated this 23rd day of August, 2021.

HAMILTON RIDGE, LLC,
an Iowa limited liability company

By: _____
William B. Spencer, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on August 23, 2021, by William B. Spencer, as Manager of Hamilton Ridge, LLC.

By: Stephanie Rice
Notary Public

STEPHANIE RICE
Commission Number 824778
My Commission Expires
April 13, 2023

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312 (515) 279-9059
Return to: Hamilton Ridge, LLC, 9550 Hickman Road, Suite 100, Clive, IA 50325

DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, RESTRICTIONS AND MAINTENANCE ASSOCIATION FOR HAMILTON RIDGE

THIS DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, RESTRICTIONS AND MAINTENANCE ASSOCIATION FOR HAMILTON RIDGE (this "Declaration") is dated August 23, 2021 and made by **HAMILTON RIDGE, LLC**, an Iowa limited liability company ("Declarant") as owner and developer of certain real property legally described as follows (collectively the "Property"):

Lots 1 – 29 in Hamilton Ridge Plat 1, an Official Plat in Waukee, Dallas County, Iowa.

WHEREAS, Declarant desires to establish and place certain residential covenants, conditions and restrictions upon the Property, to grant and reserve certain easements for the mutual and reciprocal benefit of the Property and each Owner thereof, and to provide for an association to own, operate and maintain common area and amenities with authority to levy assessments necessary to operate, manage, maintain and administer the association and services relating to the association and common area and amenities all as hereinafter specifically set forth.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

For the purpose of this Declaration and as used in this Declaration, the following capitalized terms shall have the following definitions, except as otherwise specifically provided:

Section 1. **"Additional Land"** shall mean and refer to any land annexed and subjected

to this Declaration.

Section 2. **"Amended Declaration"** shall mean and refer to a separate instrument filed of record with the County Recorder that annexes and subjects Additional Land to this Declaration and may grant additional covenants, conditions, restrictions and easements as to such Additional Land, or otherwise makes amendments to this Declaration.

Section 3. **"Articles"** shall mean and refer to the Articles of Incorporation of the Association duly filed with the Iowa Secretary of State, as the same may be amended from time to time.

Section 4. **"Association"** shall mean and refer to **Hamilton Ridge Maintenance Association, Inc.**, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, as amended.

Section 5. **"Association Responsibility Elements"** shall mean and refer to any improvement, easement or feature whether or not fully or partially located upon any Lot, Common Area, or offsite of the Property for which the Association is obligated to maintain for the common use and benefit of the Owners, including, but not limited to, the following:

(i) Entrance monument sign and features, if any.

(ii) Easements granted to the Association by any document filed in the records of the County Recorder requiring maintenance by the Association.

(iii) Common Area.

(iv) Storm Water Detention Facilities.

Section 6. **"Board of Directors"** shall mean and refer to the members of the Board of Directors of the Association duly appointed by Declarant or elected by the Members in accordance with this Declaration or the Bylaws.

Section 7. **"Bylaws"** shall mean and refer to the Bylaws of the Association adopted by the Board of Directors, as the same may be amended from time to time.

Section 8. **"City"** shall mean and refer to the city of Waukee located in Dallas County, Iowa.

Section 9. **"Common Area"** shall mean and refer to any real property within the Property designated by Declarant to which the Association shall hold title, together with any improvements located thereon for the common use, enjoyment and benefit of the Owners, together with such additional Common Area so designated by Declarant when annexed and subjected to this Declaration by an Amended Declaration. Maintenance of the Common Area shall be solely at the expense of the Association as a part of the Association Responsibility Elements. Declarant shall convey the Common Area to the Association by deed at any time during the Control Period.

Section 10. **"Control Period"** shall mean and refer to the period commencing on the date this Declaration is filed of record with the County Reorder and terminating at such time as Declarant no longer has any interest in the Property, during which period Declarant reserves the right to amend this Declaration, to have sole voting control and authority with respect to the Association and Board of Directors, to create, dedicate and maintain easements, and to exercise any and all other rights and privileges under this Declaration and the Bylaws.

Section 11. **"County Recorder"** shall mean and refer to the office of the Recorder for Dallas County, Iowa.

Section 12. **"Declarant"** shall mean and refer to **Hamilton Ridge, LLC**, an Iowa limited liability company, and any successors and assigns acquiring all of Declarant's ownership interest in the Property for purposes of development or improvement and who is specifically designated as the successor Declarant in an instrument executed by the immediately preceding Declarant filed of record with the County Recorder.

Section 13. **"Declaration"** shall mean and refer to this Declaration of Residential Covenants, Conditions and Restrictions and Maintenance Association for Hamilton Ridge to which the Property is subject, as the same may be amended from time to time.

Section 14. **"Lot"** shall mean and refer to any individual numbered parcel of land within the Plat which is platted for a single dwelling and such additional numbered Lots as may hereafter be annexed and subjected to this Declaration.

Section 15. **"Managing Agent"** shall mean and refer to a manager or managing agent retained or employed by Declarant or the Association for the purposes provided in this Declaration.

Section 16. **"Member"** shall mean and refer to those Persons entitled to membership in the Association as provided in this Declaration.

Section 17. **"Outbuilding"** shall mean and refer to an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed, storage shed or garden house.

Section 18. **"Owner"** shall mean and refer to the record owner, whether one or more Persons of the legal or equitable title to any Lot but excluding those having such interest merely as security for the performance of an obligation and excluding those having a lien upon the Lot by provision or operation of law. A vendee in possession under a recorded contract of sale of any Lot shall be deemed the Owner instead of the contract seller.

Section 19. **"Permittee"** shall mean and refer to any occupant, family member, guest, agent, contractor, licensee, lessee, subtenant, and invitee of an Owner.

Section 20. **"Person"** shall mean and refer to an individual, corporation, partnership, limited liability company, association, estate, trust, or other legally recognized form of entity, or fiduciary acting on behalf of another individual or any other legal entity.

Section 21. **"Plans"** shall mean and refer to the site plans and building specifications containing the drawings, specifications and other documents from which the dwellings and other improvements and appurtenances thereto within a Lot are to be located, constructed, altered, demolished or removed which may include such details as workmanship, design, materials, products, type of construction, external details, color scheme, elevation, site grade, paving, landscaping, fencing, roofing, solar system, sidewalk, driveway and other similar matters.

Section 22. **"Plat"** shall mean and refer to the official subdivision plats of the Property filed of record with the County Recorder, including any subsequent subdivision plats for the purpose of annexing Additional Land to this Declaration.

Section 23. **"Property"** shall mean and refer to all real property subject to this Declaration as set forth on Page 1 together with such Additional Land when annexed and subjected to this Declaration by an Amended Declaration.

Section 24. **"Storm Water Detention Facilities"** shall mean and refer to the common storm water detention basins and all pipes, inlets and outlets appurtenant thereto located on or off-site of the Property for the common use and benefit of the Owners for which the Association is obligated to maintain.

Words and phrases in this Declaration, including the acknowledgement, shall be construed as in the singular or plural number, unless the context permits only one such number.

Words defined elsewhere in this Declaration shall have that meaning throughout the Declaration and not just in the Section in which such word is defined, unless the definition expressly states otherwise. Declarant shall have the final decision as to the meaning of any defined word or undefined term used in this Declaration.

ARTICLE II
DESIGNATION OF USE

Section 1. **Designation of Use.** All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City.

Section 2. **Marketing of Lots.** Declarant reserves the right to use any of its Lots as models and to sell, assign, or conduct other business in connection with the construction and development of the Property from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain model homes,

maintain an office, staff the office with employees, display signs, and show any of its Lots then unsold. Neither the Owners nor the Association nor the use of the Common Area shall interfere with the construction of improvements and sale of the Lots by Declarant. Declarant retains the right to be considered an Owner of any Lot that remains unsold.

ARTICLE III
ARCHITECTURAL REVIEW

Section 1. **Architectural Review.** No improvement or appurtenances thereto, except as originally installed or constructed by or on behalf of Declarant, shall be commenced, erected, altered, maintained or permitted to remain upon any Lot, nor shall any addition to or change or alteration thereof be made until Plans have been submitted to and approved by Declarant. Declarant shall, within thirty (30) days from the date of submittal of the Plans, deliver to the Owner written approval of or rejection of or required changes to the Plans. Dirt removal, excavation, grading or construction shall not be commenced until approval of the Plans have been received from the Declarant. Any deviation in construction from the approved Plans or the surrounding area shall be corrected at the expense of the Lot Owner. Declarant shall not be liable to anyone in damages who has submitted Plans for approval, or to any Owner by reason of mistaken judgment, negligence, or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval of any such Plans. The intent of this provision is to ensure that structures are developed in reasonable harmony within the Property and that the covenants, restrictions, conditions and easements contained in this Declaration are met in connection with such development.

ARTICLE IV
DESIGN CRITERIA, STANDARDS AND CONSTRUCTION

Section 1. **Design Criteria and Standards.** The criteria and design standards prescribing the quality and character specifications for the improvements to be constructed on the Property shall reasonably conform to the minimum standards provided in this Declaration, an Amended Declaration or permitted by variance authorized by the Declarant. Declarant shall have sole discretion and final authority to determine compliance with the design criteria standards and procedures established under this Declaration.

Section 2. **Building Types.** No building or structure shall be constructed, altered or maintained on any Lot other than the dwelling or replacement thereof. No building or structure of any kind shall be moved onto any Lot. The construction of any building or structure on any Lot shall be performed utilizing then acceptable construction methods and procedures, including (but not limited to) on-site "stick-built" construction and/or off-site modular or panelized construction.

Section 3. **Temporary Structures.** No temporary building or structure shall be built or maintained on any Lot. No Outbuilding, trailer, camper, motor home, watercraft, basement, tent, shack, shed, garage, barn, outhouse, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 4. **Outbuildings and Accessory Structures.** Each Lot may have no more than one (1) customary and traditional accessory structure or Outbuilding such as a tool shed, garden house, in-ground swimming pool with pool house, tennis court and the like. No above-ground or non-permanent swimming pools shall be permitted on any Lot. Any trash receptacle and dog kennel or run shall be properly screened by a privacy fence or shrubbery. Any dog kennels or runs, swimming pools, tennis courts, Outbuildings and improvements shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within twenty (20) feet of any side or rear Lot line, as the minimum distance established by the zoning ordinance of the City or the minimum distance as established in the Plat as recorded, whichever is the more restrictive.

Section 5. **Building Area and Design.** No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements.

A. For Lots 1 – 7, 12 – 18 and 23 -29 in Hamilton Ridge Plat 1, one and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,400 square feet; ranch or one-story dwellings must have a finished area of not less than 1,100 square feet.

B. For Lots 8 – 11 and 19 – 22 in Hamilton Ridge Plat 1, one and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,500 square feet; ranch or one-story dwellings must have a finished area of not less than 1,300 square feet.

C. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.

D. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.

E. For Lots 1 – 7, 12 – 18 and 23 - 29 in Hamilton Ridge Plat 1, all dwellings must be constructed using vinyl siding of 4-inch traditional profile, trim elements to be at least 3.5 inches wide with decorative materials into the facade, hardboard siding by LP SmartSide or cement board siding by James Hardie or other brands approved by Declarant as being acceptable exterior siding. All vinyl siding shall be .42 thickness at a minimum.

F. For Lots 8 - 11 in Hamilton Ridge Plat 1, all dwellings must be constructed using vinyl siding, hardboard siding by LP SmartSide or cement board siding by James Hardie or other brands approved by Declarant as being acceptable exterior siding. All vinyl siding shall be .42 thickness at a minimum.

G. For Lots 19 - 22 in Hamilton Ridge Plat 1, all dwellings must be constructed using hardboard siding by LP SmartSide or cement board siding by James Hardie or other

brands approved in writing by Declarant as being acceptable exterior siding. No vinyl siding shall be permitted.

H. For Lots 1 – 7, 12 – 18 and 23 - 29 in Hamilton Ridge Plat 1, all dwellings must be constructed using a minimum of fifteen percent (15%) brick, stone or stucco on the front elevation of the dwelling.

I. For Lots 8 – 11 and 19 - 22 in Hamilton Ridge Plat 1, all dwellings must be constructed using a minimum of twenty-five percent (25%) brick or stone on the front elevation of the dwelling.

J. All roof material shall be CertainTeed brand in earth tone colors or shingle of equal color, quality and appearance thereto or other brands approved in writing by Declarant as being acceptable roofing material and color.

K. All Outbuildings and dog houses shall be consistent in external appearance, color and building material as the dwelling constructed upon the Lot.

L. All exterior painted portions of any dwelling or garage located on any Lot shall be finished with earth tone colors approved in writing by Declarant. Prior to commencement of painting of the exterior of any dwelling, a sampling of the approved exterior color(s) chosen by the owner shall be applied to the dwelling to be viewed by Declarant for final color approval. All exterior painted portions of dwellings that are repainted shall be repainted in one of such earth tone colors approved in writing by Declarant.

Section 6. **Construction.** The dwelling on each respective Lot shall be under construction within two (2) years from the date of conveyance of such Lot by Declarant and completed within twelve (12) months of the commencement date of construction. Within ninety (90) days of completion of the dwelling upon a Lot, all paving, Outbuildings, landscaping and sod shall be completely constructed, installed, planted and finished. If weather conditions make this requirement impossible to meet within the ninety (90) days, Declarant shall establish a reasonable period of time for compliance. The dumping, storage or landfilling of ash, soil, concrete remains, trash, rubbish, brush, garbage, debris, and other unsightly or offensive materials within any Lot is strictly prohibited. No Lot that remains without a dwelling or during construction of the dwelling upon the Lot shall be used for recreational activity or any other purpose.

Section 7. **Utilities.** All utility connection facilities and services shall be underground.

Section 8. **Sod.** All portions of the Lot shall be fully sodded, except Declarant may permit seeding to the rear lot line for those Lots with longer rear yards or where the topography or creek slopes or tree cover do not permit.

Section 9. **Garages and Driveways.** All dwellings shall have a minimum of a two-car attached garage. All dwellings shall have a driveway of not less than 16 feet in width and

running from city street to the garage. Detached garages are strictly prohibited.

Section 10. **Fences.** All fences shall be either wood, black vinyl coated chain link or PVC vinyl for Lots 1 – 7, 12 – 18 and 23 -29 in Hamilton Ridge Plat 1, and black vinyl coated chain link or PVC vinyl for Lots 8 – 11 and 19 – 22 in Hamilton Ridge Plat 1, or other material approved by Declarant as being acceptable fencing. Any fence constructed on a Lot shall be constructed using only one of the foregoing material types so that the posts, framing and screening are of matching material and color. There shall be no mixing or combination of different fencing materials allowed. The fence screening material shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including chain link fence around a dog run, shall be permitted unless it is a black vinyl coated fence. No fences may be built or maintained within the front building setback areas as shown on the Plat as recorded and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. All fences shall be kept in good repair and attractive appearance. No fences may be built or maintained on any Lot prior to commencement of construction of the single-family dwelling and issuance of an occupancy permit.

Section 11. **Security Lights.** Security or decorative lighting for driveways, parking and other areas shall be designed, located and directed in a manner which will avoid direct lighting onto adjoining Lots.

Section 12. **Towers and Antennas.** No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground or on structures. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-seven (27) inches or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot and cannot be located on the front of the dwelling. No more than one (1) penetration in the dwelling on a Lot shall be permitted for the cable from such exterior tower, antenna or receiver dish. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground or on structures.

Section 13. **Mailboxes.** Neighborhood mailbox cluster units shall be installed according to United States Postal Service regulations. The Lot Owner on which such mailbox is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox by the mail carrier and other Owners. Individual mailboxes installed by a Lot Owner are strictly prohibited.

ARTICLE V
STORM WATER DISCHARGE PERMITTING REQUIREMENTS

Section 1. **Erosion Control.** The Owner and/or occupant of each Lot, jointly and severally, whether vacant or improved, their agents, assigns, heirs and/or building contractors, shall take all necessary precautions to prevent, stabilize and control erosion within its Lot to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot. In the event of any occurrence of soil erosion, the Owner and/or occupant of the Lot shall, jointly and

severally, promptly clean up all eroded sediment and restore all affected areas to their original condition.

Section 2. **Storm Water Discharge Permit.** Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot.

Section 3. **Indemnity.** During the ownership of the Lot, the Owner shall protect, defend, indemnify and hold the Declarant, the Association and the other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

ARTICLE VI
EASEMENTS

Section 1. **General Easements.** Easements for installation and maintenance of public and private utilities, sewers, drainage and detention facilities are reserved as shown on the Plat. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, fence, structure or other improvement of any kind within the easement areas, nor permit any growth of any kind (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services, drainage and detention facilities within such easement areas. Any berm or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.

Section 2. **Easement for Surface Water.** The topography of the Property is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.

Section 3. **Easement for Signs.** There is hereby granted to the Association, for the benefit of all Lots and Owners, an easement right and authority to erect and maintain entrance and directional signs, and any other pertinent signs in connection with the use of the Common Area. Declarant reserves unto itself during the Control Period the right and easement to erect and maintain any such entryway, identification and "For Sale" signs within the Property as Declarant deems reasonably necessary in its sole discretion from time to time.

Section 4. **Easement for Emergency Purposes.** An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances and emergency personnel, public and private, over and upon all Lots and any sidewalk within the Property.

Section 5. **Reservation of Easement Rights.** Declarant reserves unto itself, for the benefit of all Lots and Owners, an easement right, title, and authority to relocate, alter or otherwise change the location of any drainage, detention, utility or sewer easement and to grant such further easements, licenses, and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Property. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, detention, utility and sewer easement, or other easement, license or right-of-way by any Plat or written instrument filed of record with the County Recorder. Each Owner shall take title subject to the right and easements reserved herein; provided, however, the rights reserved in this Section shall not be exercised in a manner which unreasonably and adversely affects any dwelling or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any Lot.

Section 6. **Easement to Complete Improvements.** Declarant reserves unto itself an easement over the Property for the purpose of completing the improvements thereof contemplated by this Declaration. Provided, however, Declarant shall restore any portion of the Property disturbed by Declarant's use of such easement to the condition existing prior to the disturbance as soon as practically feasible after Declarant's use of the easement rights granted herein are concluded.

ARTICLE VII
GENERAL MAINTENANCE AND RESTRICTIONS

Section 1. **Maintenance by Owner.** The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, rubbish, weeds and debris and to keep the lawn and landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches. The growing of any noxious weed or plant material of a nuisance species or other noxious substances within any Lot is prohibited. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the dwelling and all other accessory structures and improvements upon the Owner's Lot in good repair and condition.

Section 2. **Kitchen Gardens.** Any kitchen garden for the cultivation of any one or more of culinary herbs, fruits and vegetables shall be located in the rear yard of the Lot and shall not occupy a plot size any larger than one-fourth (1/4) of the total rear yard area, excluding any easement areas.

Section 3. **Certain Animals Prohibited.** No poultry, livestock, horses, snakes, or exotic, dangerous, vicious, predatory, or other animals of any kind shall be raised, bred or kept,

except dogs, cats, birds and other usual common household or yard pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than two (2) dogs each animal weighing less than ninety (90) pounds at full growth and/or two (2) cats, be kept at any one Lot at any one time. Pets shall be registered, licensed and inoculated as required by law. All pets must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas or completely screened or otherwise hidden from public view. Dog runs, if any, must be located at the rear of the house or garage and extend toward the rear of the Lot from that portion of the house or garage and must be completely screened or otherwise hidden from neighbor's view. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard or dog run. The Owner shall be responsible for prompt removal and disposal of all waste from their pets.

Section 4. **Signs.** No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the City by other governmental entities or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, (iii) a customary sign (one per Lot) advertising a home "For Sale" or a "Garage Sale", and (iv) signs which have been approved by the Declarant in writing advertising the builder or for promotional or marketing purposes. No signs of any nature, kind or description shall be erected, placed or maintained on any Lot which identify, advertise or in any way describe the existence or conduct of a home occupation. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the Declarant is hereby given the right to enter upon such Lot and remove such signs. Declarant reserves the right to install entrance and directional signs with respect to the Property, at locations and of design determined by the Declarant in a manner consistent with the ordinances of the City.

Section 5. **Nuisances.** No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently. No loud activities, music or similar sounds shall be audible from any Lot.

Section 6. **Trash Receptacles.** Each Owner shall, at its sole cost and expense, arrange for the regular removal of refuse and garbage from its Lot. Trash receptacles shall be kept by Owners within a garage or Outbuilding or hidden from public view by an attractive screen or shrubbery of suitable height and shall be set outside only for scheduled garbage pick-up days no earlier than twelve (12) hours prior to a scheduled pick up and must be returned within (12) hours following the scheduled pick up.

Section 7. **Trailers and Parking.** No vehicle with a gross vehicle weight greater than 7,000 pounds, and no trailer, camper, motor home, watercraft, recreational vehicle, commercial vehicle, unlicensed or inoperable vehicle or any other motorized vehicle or mechanical equipment may be parked, stored or maintained on any Lot, except inside a garage or other enclosure out of view from the street and abutting Lots, or on any driveway in the Property, other than temporarily or incidentally for the making of pick-up and deliveries and those used during construction, repair,

remodeling or maintenance of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or other enclosure out of view from the street and abutting Lots.

Section 8. **Storage of Personal Property.** No personal property shall be stored or left upon a Lot except within the residential structure or garage located upon the Lot. Garage doors shall be kept closed except during times of access to the garage. No clothesline shall be permitted on any Lot.

Section 9. **Firewood.** Firewood shall be neatly stacked behind the dwelling out of sight from public view and shall not consist of more than one stack which shall not be in excess of four (4) feet x four (4) feet x eight (8) feet in size.

Section 10. **Peaceful Possession.** No activity shall be allowed that unduly interferes with the peaceful possession and use of the Property by the Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed, nor shall anything be done or kept on any Lot which would be in violation of any law.

Section 11. **Lots Owned by Declarant.** The Owners shall not interfere with the completion of the contemplated improvements and the sale of the Lots by the Declarant. Declarant may make such use of the unsold Lots as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, model home, the showing of the Property and the display of signs.

ARTICLE VIII
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. **Membership.** Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership. When more than one Person holds an interest in any Lot, all such Persons shall be Members.

Section 2. **Voting.** There shall be appurtenant to each Lot one vote in the Association. When more than one Person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. **Declarant as Sole Voting Member.** Notwithstanding any other provision of this Declaration, Declarant during the Control Period shall be the sole voting Member of the Association unless Declarant waives, in writing, its right to be the sole voting Member. Declarant shall have the right to cast all votes as it deems appropriate.

Section 4. **Board of Directors.** During the Control Period, Declarant shall have the right to name all members of the Board of Directors or it may elect to act as the Board of Directors in the place of the Directors. Thereafter the Members entitled to vote shall elect a Board of Directors as prescribed by the Bylaws. In addition to any right, power or privilege authorized hereinafter, the Board of Directors shall manage the affairs and business of the Association.

Section 5. **Suspension of Voting Rights.** The Board of Directors shall suspend the voting rights of a Member for any period during which any assessment hereunder against such Member's Lot remains unpaid.

Section 6. **Duration.** No dissolution of the Association shall occur unless another association or equivalent entity has been created to succeed to the duties and responsibilities of the Association under this Declaration.

ARTICLE IX
ASSOCIATION AUTHORITY AND MAINTENANCE OBLIGATIONS

Section 1. **Association Authority.** The Association has been established for the purposes of owning the Common Area, to provide maintenance of the Association Responsibility Elements and to manage necessary services relating thereto. The Association, through its Board of Directors, shall have the right, power and authority to provide for the enforcement of this Declaration; to have sole control and jurisdiction over the Association Responsibility Elements; to be responsible to operate, maintain and keep the same in good repair and condition; to establish, levy, collect and have jurisdiction, control and possession of assessments as hereinafter provided; to enter into any contract, easement, lease, license or other agreement as hereinafter provided; and to otherwise establish such rules and regulations governing the Association Responsibility Elements.

Section 2. **Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws or by applicable law, all rights and powers of the Association may be exercised by the Board of Directors at its discretion without a vote of the Members.

Section 3. **Control of Association.** Notwithstanding anything to the contrary provided in this Declaration, during the Control Period Declarant shall have sole voting control and authority to exercise any right or privilege granted or delegated to the Association or its Board of Directors under this Declaration or the Bylaws. At the end of the Control Period, all such voting control and authority shall automatically transfer to the Members and the Association, as applicable. Each Owner by acceptance of a deed shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

Section 4. **Personal Liability.** No member of the Board of Directors, no officer, manager, agent or other employee of the Association shall be personally liable to any Member or any other Person, including the Association, for any damage, loss or prejudice suffered or claimed

on account of any act, omission, error or negligence of the Association, the Board of Directors, and any officer, manager or other employee of the Association; provided, however, the limitations set forth in this Section shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

Section 5. **Managing Agent.** Declarant or the Association shall have the right and authority to enter into a contract for the professional management and operation of the Association, and the management fee thereof shall become a part of the annual assessment. In the event Declarant or the Association shall delegate any or all of its duties, obligations or responsibilities to a Managing Agent, neither Declarant, the Association, nor the Owners shall be liable for any omission or improper exercise by the Managing Agent of any such duty, obligation or responsibility so delegated.

Section 6. **Contracts and Agreements.** Declarant or the Association may enter into any contract, easement, lease, license or other agreement, and engage the services of and discharge any Managing Agent, manager, independent contractor, accounting, legal or engineering professionals or other employee as may be necessary or desirable to carry out the duties of the Association under this Declaration. Declarant or the Board of Directors, in its sole discretion, shall determine the duties and compensation of all such Persons so employed.

Section 7. **Ownership of Common Area.** The Association shall be the owner of the Common Area and shall timely pay all real estate taxes and assessments levied against the Common Area by any public authority, and the pro rata cost thereof shall become a part of the annual assessment. Declarant hereby covenants for itself, and its successors and assigns, that it shall convey to the Association the fee title to the Common Area, subject to covenants, easements, conditions and restrictions whether or not of record or created by this Declaration or granted to any public authority. The Common Area shall not be conveyed or transferred by the Association without the prior approval of the City.

Section 8. **Owners' Easement of Enjoyment in the Common Area.** Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of Declarant or the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for utility purposes. Upon transfer of fee title to the Common Area to the Association, no such dedication or transfer shall be effective unless an instrument filed of record by the Association with the County Recorder consenting to such dedication or transfer has been authorized by seventy-five percent (75%) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 9. **Use of Common Area.** The Common Area shall be used strictly in accordance with the provisions of this Declaration. No Owner shall obstruct or interfere whatever with the rights and privileges of the other Owners, Declarant or the Association in the Common Area. Nothing shall be planted in, altered in, constructed in, or removed from the Common Area, except upon written consent of Declarant or the Board of Directors.

Section 10. **Restricted Access to Storm Water Detention Facilities.** The Storm Water Detention Facilities are intended to be used to control surface water drainage and storm water detention needs of the Property only and are not for recreational purposes. Any recreational or unauthorized use is strictly prohibited. The general public is not permitted access to the Storm Water Detention Facilities.

Section 11. **Maintenance by Association.** The Association shall provide or contract for services on behalf of the Owners for operation, improvement, maintenance, repair, reconstruction, restoration, replacement and removal of the Association Responsibility Elements. The Association shall perform all such maintenance in a good and workmanlike manner in accordance with all applicable laws, rules, ordinances, codes and regulations.

Section 12. **Maintenance of Entrance Sign.** Declarant reserves unto itself during the Control Period, and thereafter reserves and grants to the Owners by and through the Association, the right and easement to erect and maintain a permanent entrance monument sign and any street directional signs. The Association, at its expense, shall perform all services on behalf of the Owners for maintenance and repair of the monument sign and all elements relating thereto to keep the same in good repair and condition.

Section 13. **Maintenance of Storm Water Detention Facilities.** Declarant shall be responsible only for the initial installation and construction of the Storm Water Detention Facilities. Upon completion of the initial construction, the Association, at its expense, shall perform all services on behalf of the Owners for maintenance of the Storm Water Detention Facilities. Such maintenance obligations shall include, but are not limited to, reconstruction, repair, replacement, inspection, grading, dredging, mowing, replacement of permitted vegetation, removal of trash, litter and debris and any other duties required to be performed for maintenance under any stormwater management agreement on file with the City.

Section 14. **Assessment for Maintenance Services.** All charges incurred for maintenance services provided or contracted for on behalf of the Owners by Declarant or the Association as needed in connection with the operation, maintenance and repair of the Association Responsibility Elements shall be paid by the Association and the costs of the same shall become a part of the annual assessment.

Section 15. **Access for Maintenance Services.** Declarant and the Association and their agents, employees and contractors shall have the right of reasonable access for ingress and egress over, across or through the Property for the purpose of performing their maintenance obligations, provided such entry shall be made with as little inconvenience to the Owners as practicable.

Section 16. **Responsibility for Willful or Negligent Acts.** No Owner shall obstruct or interfere whatever with the duties and responsibilities of Declarant or the Association to perform their maintenance obligations as set forth herein. An Owner shall be liable to the Association for the expense of any maintenance, repair or replacement rendered necessary by any intentional, willful, negligent or careless act of such Owner or by the Permittees of such Owner. Any such expense shall be a special assessment upon the Lot of such Owner and shall become due and

payable upon demand.

Section 17. **Liability Insurance.** The Association shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, its agents and employees, the Owners and all other Persons entitled to use the Association Responsibility Elements. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to, worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf to the Association. Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association. The policy shall provide that it may not be cancelled or substantially modified without prior written notice to any and all insureds named thereon, including the Association.

Section 18. **Annual Review of Policies.** The Board of Directors shall review at least annually all insurance policies acquired by the Association for the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.

Section 19. **Assessment for Insurance.** The premiums for the insurance hereinabove described shall be paid by the Association and the pro rata cost thereof shall become a part of the annual assessment.

Section 20. **Indemnification by Association.** The Association hereby indemnifies and saves the Owners harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from personal injury, death or property damage and occurring on or from the maintenance of the Association Responsibility Elements, except if caused by the act or negligence of the Owner or by the Permittees of such Owner.

Section 21. **Indemnification by Owner.** Each Owner hereby agrees to indemnify, defend and hold harmless the Declarant, the other Owners, the Association and their agents, employees, contractors, heirs, administrators, successors and assigns, from and against any and all liability, claims, damages, expenses (including reasonable attorney fees and reasonable attorney fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any individual, or damage to or destruction of any property caused by the condition of or in connection with accidents in the Common Area or relating to the Association Responsibility Elements out of the performance of any of the obligations set forth in this Declaration, except to the extent caused by the negligent or willful act or omission of the indemnified parties hereto.

ARTICLE X
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** Declarant for each Lot hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments and (2) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with late fees, interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the joint and several personal obligation of each Person who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by such successor.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of carrying out the general duties and powers of the Association, including, but not limited to, maintenance obligations of the Association as provided in this Declaration; payment of insurance premiums, real estate taxes and special assessments associated with the Common Area, fees and costs payable to a professional management firm, an accounting firm and an attorney in connection with the operation of the Association as well as the defense or prosecution of any legal action, and for other purposes specifically provided herein. The assessments shall include repayment of sums advanced by Declarant on behalf of the Association. All costs and expenses associated with the foregoing shall be allocated among all Lots as part of the annual assessment.

Section 3. **Maximum Annual Assessment.** The Board of Directors shall establish the maximum annual assessment to be assessed against each Lot, which assessment shall include a pro rata portion of the amount of real estate taxes, special assessments and insurance premiums payable by the Association. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment shall be $200.00. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the annual assessment, special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto.

Section 4. **Reserve Fund.** A portion of such annual assessment shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the maintenance obligations required of the Association. Notwithstanding the foregoing, Declarant may use any reserve funds, if established, to defray operating costs as it deems appropriate.

Section 5. **Special Assessments for Capital Improvements and Operating Deficits.** In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair, replacement, removal or demolition of maintenance obligations required of the Association or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. **Commencement of Annual Assessments, Due Dates.** The annual assessment provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance of a Lot by Declarant. Upon such conveyance, the annual assessment and special assessments prorated to December 31 must be paid to the Association prior to or at the closing of sale or transfer of any Lot. The Board of Directors shall establish the due dates for all assessments. All payments shall be made on or before the due date. Both annual assessments and special assessments shall be collected by the Association, in advance, in annual installments due on January 1.

Section 8. **Declarant Exempt from Assessments.** Declarant shall not be liable for assessments upon Lots owned by it. Declarant is not responsible for the establishment of a budget during the Control Period. The Association and Declarant are not required to submit statements for assessments to any Owner.

Section 9. **Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15% per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Responsibility Elements or by abandonment of the Owner's Lot.

Section 10. **Subordination of Assessments Liens.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

Section 11. **Assessment Certificate.** The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding

the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

ARTICLE XI
GENERAL PROVISIONS

Section 1. **Rules and Regulations.** The Association shall have the authority to amend and adopt rules and regulations governing the use of the Association Responsibility Elements and such rules, if any, shall be observed and obeyed by the Owners and their Permittees. Such rules after being properly adopted at a meeting duly called for such purpose shall have the same force and effect as if contained in this Declaration.

Section 2. **Enforcement.** In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the Owners and all parties claiming under them, and the City (if it so elects by approval of its City Council), shall have the right to enforce the covenants, conditions, and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. In the event that any one or more of the foregoing shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

Section 3. **No Waiver.** Failure of Declarant or any Owner to enforce any covenant, condition or restriction of this Declaration, the Articles or Bylaws of the Association, or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to enforce the same thereafter.

Section 4. **Rights of Governing Entity.** The Property shall also be subject to any and all rights and privileges of the governing entity now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of a Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the local zoning ordinances, the more restrictive shall be binding.

Section 5. **Limitation of Liability.** Declarant shall not be liable to any Owner for losses, damages or repairs relating to any private street, sidewalk, driveway, curb, stoop, patio or other concrete improvement located within the Property, including (but not limited to) cracking or chipping that may occur due to weather conditions.

Section 6. **Amendment.** This Declaration may be amended or changed from time to time by an Amended Declaration signed or approved in writing by the affirmative vote of not less than two-thirds (2/3) of the Owners, provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Notwithstanding the foregoing, this

Declaration may be amended by Declarant without approval by the Owners, the Association or any other Person during the Control Period. Such amendments or modifications shall be effective the date the Amended Declaration has been filed with the County Recorder.

Section 7. **Duration.** The easements granted herein, and all Association rights, duties, obligations and responsibilities shall be perpetual in nature. All covenants, conditions, restrictions and easements created by this Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the provisions hereof, but the same shall remain in full force and effect.

ARTICLE XII
DECLARANT'S RESERVATION OF RIGHTS

Section 1. **Additional Land.** Declarant reserves the irrevocable right in its discretion to create and record any replat or subsequent plat as Declarant deems appropriate and to annex and subject Additional Land to the terms of this Declaration at any time in the future without the consent of the Owners, the Association, or any other Person. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to annex and subject Additional Land to the terms of the Declaration in the future. The Additional Land shall be automatically subject to the applicable terms and conditions of this Declaration and the Owners of Lots within the Additional Land shall automatically become Members of the Association in the same manner as described in this Declaration and shall be subject to the same applicable terms, conditions, duties and assessments as described in this Declaration. Declarant shall signify the addition of the Additional Land by filing an Amended Declaration with the County Recorder with such terms and conditions as Declarant deems appropriate.

Section 2. **Additional Association Responsibility Elements.** Declarant reserves the irrevocable right at any time to convey additional Association Responsibility Elements to the Association without the consent of the Owners, the Association, or any other Person. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional Association Responsibility Elements to the Association in the future. The Association shall be obligated to accept any additional Association Responsibility Elements, including Common Area, so conveyed by Declarant and to hold and maintain the additional Association Responsibility Elements and Common Area pursuant to the terms of this Declaration.

Section 3. **Removing Land.** Declarant reserves the irrevocable right now and in the future to remove any portion of the Property from the operation of this Declaration. Declarant shall signify this removal of land by filing an Amended Declaration with the County Recorder. No approval of the Owners, the Association or any other Person shall be necessary.

Section 4. **Construction of Buildings and Landscaping.** Declarant reserves the right to make changes in the number, location, or manner of dwellings, arrangement of Lots, and other improvements during initial construction and development of the Property; provided, that in all cases, such changes shall be accomplished in a manner consistent with applicable laws and ordinances. Declarant further reserves the right to change the plantings and other landscaping elements within the Property from time to time in its discretion.

Section 5. **Assignment of Declarant's Rights.** Declarant shall have the right to assign all of its rights and obligations as Declarant under this Declaration to a successor-in-interest by an instrument executed by both parties and filed of record with the County Recorder. Upon such assignment, the initial or preceding Declarant shall have no further rights and obligations in connection with this Declaration, the Association, the Owners and the Property.

Section 6. **Termination of Declarant's Rights.** At the end of the Control Period, all rights, privileges, duties, obligations, responsibilities, reservations and authority granted or reserved to Declarant under this Declaration, the Articles and the Bylaws shall automatically terminate. Upon such termination, Declarant shall have no further rights and obligations in connection with this Declaration, the Association, the Owners and the Property.

HAMILTON RIDGE, LLC,
an Iowa limited liability company

By: _____
William B. Spencer, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on August 23, 2021, by William B. Spencer, as Manager of Hamilton Ridge, LLC.

By: _____
Notary Public

STEPHANIE RICE
Commission Number 824778
My Commission Expires
April 13, 2023