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

**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**THIS DECLARATION** is made this 25th day of July, 2012 by **SF INVESTMENTS II, LC**, an Iowa limited liability company (the "Declarant").

**WHEREAS**, Declarant is the owner of certain real property legally described as follows:

Lots 1 - 49 and Outlots M, N, O, P, Q, R, S, T, U, W, X, Y and Z in GLYNMOR, an Official Plat in Urbandale, Dallas County, Iowa.

**WHEREAS**, Declarant is desirous of protecting the value and desirability of the Plat.

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

**I. DEFINITIONS.**

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

- A. "Plat" shall mean and refer to the real property described as Lots 1 - 49 and Outlots M, N, O, P, Q, R, S, T, U, W, X, Y and Z in GLYNMOR, an Official Plat in Urbandale, Dallas County, Iowa.
- B. "Declarant" shall mean and refer to SF Investments II, LC, an Iowa limited liability company, its successors or assigns.
- C. "Lot" shall mean and refer to an individual parcel of land within the Plat upon which a dwelling may be constructed but shall not include any Outlot shown on the Plat.
- D. "Building Lot" shall mean and refer to one or more Lots, or one or more Lots and the portion or portions of adjacent platted Lots in the Plat, used for the construction of one dwelling as herein permitted.

- E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Lot together with an Outlot or Building Lot that is a part of the Plat.
- F. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.
- G. "Outlot" shall mean those unbuildable portions of the Plat.
- H. "City" shall mean the city of Urbandale, Iowa.

**II. OUTLOTS.**

The Outlots are parcels of land that lie within an existing flood plain and are set aside for detention of surface water drainage on the recorded final plat. Development of the Outlots is limited by statutes, rules, and regulations. All Outlots shall be sold and conveyed appurtenant to the Lot as designated below. The Outlots cannot be sold separately and must be owned by the same Owner of the appurtenant Lot.

| <u>Lot</u> | <u>Outlot</u> |
|------------|---------------|
| Lot 1      | Outlot M      |
| Lot 19     | Outlot N      |
| Lot 20     | Outlot O      |
| Lot 21     | Outlot P      |
| Lot 22     | Outlot Q      |
| Lot 23     | Outlot R      |
| Lot 24     | Outlot S      |
| Lot 38     | Outlot T      |
| Lot 39     | Outlot U      |
| Lot 46     | Outlot W      |
| Lot 47     | Outlot X      |
| Lot 48     | Outlot Y      |
| Lot 49     | Outlot Z      |

**III. 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.

**IV. BUILDING TYPES.**

- A. No building or structure shall be constructed, altered, or maintained on any Building Lot other than a detached single family dwelling with an attached private garage.
- B. No building or structure of any kind shall be moved onto any Lot or Outlot.
- C. The construction of any building or structure on any Building 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.

V. BUILDING AREA DESIGN AND CONSTRUCTION.

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 5 - 12 and 25 - 34 of the Plat, one and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,900 square feet; ranch or one story dwellings must have a finished area of not less than 1,600 square feet.
- B. For Lots 1 - 4, 13 - 24 and 35 - 38 of the Plat, one and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 2,100 square feet; ranch or one story dwellings must have a finished area of not less than 1,800 square feet.
- C. For Lots 39 - 49 of the Plat, one and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 2,800 square feet; ranch or one story dwellings must have a finished area of not less than 2,100 square feet.
- D. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.
- E. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.
- F. 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.
- G. All exterior painted portions of any dwelling, garage or Outbuilding located on any Lot shall be finished with one of the colors designated in writing by Declarant as being acceptable exterior color. All exterior painted portions of dwellings that are repainted shall be repainted in one of such colors.
- H. All dwellings must be constructed using a minimum of forty percent (40%) brick or stone on the front elevation of the dwelling.
- I. 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.
- J. All dwellings must be constructed by a Recognized Home Builder approved in writing by Declarant prior to commencement of any construction. For purposes of this subparagraph (J), a Recognized Home Builder shall be a home builder which completes construction on an average of at least three (3) new homes annually. The Declarant reserves the right not to approve builders.
- K. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.
- L. AT THE OPTION OF DECLARANT UPON WRITTEN NOTICE TO THE OWNER OF RECORD, IF CONSTRUCTION OF A DWELLING HAS NOT COMMENCED

WITHIN TWENTY-FOUR (24) MONTHS OF THE RECORDED DATE OF THE DEED TO THE LOT OWNER FROM DECLARANT, THE OWNER OF RECORD AGREES TO DEED THE LOT BACK TO DECLARANT FREE AND CLEAR OF ALL LIENS FOR THE ORIGINAL PURCHASE PRICE. THERE WILL BE NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST FROM THE TIME OF THE ORIGINAL PURCHASE OF THE LOT AT THE TIME THE DEED IS CONVEYED TO DECLARANT. DECLARANT WILL ONLY BE OBLIGATED TO PAY FOR DEED PREPARATION, RECORDING FEES AND TRANSFER TAXES. UPON ISSUANCE OF AN OCCUPANCY PERMIT FOR A RESIDENCE, THIS RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT LOT.

**VI. GARAGES AND DRIVEWAYS.**

All dwellings shall have a minimum of a three-car attached garage. All dwellings shall have a portland cement concrete driveway not less than 16 feet in width and running from the city street to a double-car attached garage with a cement concrete pad to the third one-car attached garage.

**VII. TEMPORARY AND OTHER STRUCTURES; CERTAIN USES.**

No temporary building or structure shall be built or maintained on any Lot or Outlot. No camper, motor home, watercraft, trailer, unfinished dwelling basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no camper, motor home, watercraft, trailer, or mechanical equipment may be parked or maintained on any Lot (except inside a garage) or Outlot or on the public street, other than on a temporary basis; provided that this restriction shall not apply to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time may any vehicle, trailer or camper be parked or maintained in the yard of any Lot. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling.

**VIII. FENCES.**

No fences or other structures 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. The fence fabric or 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 clad fence. All fences shall be kept in good repair and attractive appearance. No fences may be built or maintained on any Building Lot prior to commencement of construction of the single family dwelling and issuance of an occupancy permit. No fence or other similar structure may be built or maintained within the fifty foot (50') landscape buffer easement as shown on the Plat as recorded across Lots 3 through 14 of the Plat.

**IX. SODDING OR SEEDING.**

Within ninety (90) days of completion of a dwelling upon a Lot, all portions of the Lot shall be fully seeded or sodded except where the topography or creek slopes do not permit. In such event, the balance of the Lot and the appurtenant Outlot shall be left in natural vegetation. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.

**X. EASEMENTS.**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat as recorded. 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, structure or other improvement of any kind within the easement areas (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easements areas. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed. No creek, stream or detention easement running through any Lot or Outlot shall be dammed or altered in any way by any person or entity other than Declarant.

**XI. 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.

**XII. EROSION CONTROL AND STORM WATER DISCHARGE PERMITTING REQUIREMENTS.**

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 or Outlot to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot or Outlot. 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.

Any construction or earth moving on any Lot or Outlot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot or Outlot 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 or Outlot.

During the ownership of the Lot, Owner shall protect, defend, indemnify and hold the Declarant and 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.

**XIII. 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 Building Lot) advertising a Building Lot or dwelling for sale, not exceeding 1,296 square inches, and (iv) signs which have been approved by Declarant in writing advertising the builder or for promotional or marketing purposes. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are 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 Plat, at locations and of design determined by the Declarant in a manner consistent with the ordinances of the City.

**XIV. TRASH RECEPTACLES.**

No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling, garage or Outbuilding, within twelve (12) hours following the scheduled pick up of such trash.

**XV. UTILITIES.**

All utility connection facilities and services shall be underground.

**XVI. 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, on dwellings, on garages or on Outbuildings. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) 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. No more than one (1) penetration in the dwelling 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, on dwellings, on garages or on Outbuildings.

**XVII. MAINTENANCE.**

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, 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 Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fence, screening and all other improvements.

**XVIII. CERTAIN ANIMALS PROHIBITED.**

No animals, livestock, pigs, snakes or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of two (2) dogs and/or cats be kept at any one Building Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and 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 which is closest to the rear Lot line. 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.

**XIX. ACCESSORY STRUCTURES.**

Each Building Lot may have no more than one (1) customary and traditional accessory structure such as a tool shed, garden house, in-ground swimming pool, tennis court and the like. Any trash receptacle, or tool shed, garden house or other Outbuilding of like nature, shall be properly screened by a privacy fence

and/or shrubbery. No above-ground or non-permanent swimming pools shall be permitted on any Lot. Swimming pools, tennis courts, Outbuildings and other accessory structures and improvements, including dog kennels and runs, shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within 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.

**XX. SURFACE WATER.**

The topography of the Plat is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building 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.

**XXI. MAILBOXES.**

Neighborhood mailbox cluster units shall be installed by the Declarant according to United States Postal Service regulations. The Owner and/or occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

**XXII. SECURITY LIGHTING.**

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.

**XXIII. HOME OWNERS ASSOCIATION.**

**A. DEFINITIONS.**

In addition to the definitions set forth above, the following terms shall have the following definitions, except as otherwise specifically provided:

1. "Association" shall mean and refer to Glynmor Home Owners Association, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, 2011.
2. "Association Responsibility Elements" shall mean the detention and surface water flowage easements located within the Plat, whether or not fully or partially located upon any Lot or Outlot, including, but not limited to, the subsurface drainage system and concrete flumes associated with such detention and surface water flowage easements.
3. "Board of Directors" shall mean and refer to the Board of Directors of the Association.
4. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

**B. MEMBERSHIP AND VOTING.**

1. Membership. Every Owner of a Lot 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.

2. Voting. Subject to provisions hereof, the Owners of a Lot shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

3. Declarant as Sole Voting Member. Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member of the Association until Declarant no longer owns any portion of any Lot, or until Declarant waives, in writing, its right to be the sole voting member, Declarant shall have the right to elect all Directors and to cast all votes as it deems appropriate. Each Owner by acceptance of a deed to a Lot shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

4. Board of Directors. The Members entitled to vote shall elect a Board of Directors of the Association as prescribed by the Bylaws of the Association. The Board of Directors shall manage the affairs of the Association.

5. Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment hereunder against his/her/its Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

C. COVENANT FOR MAINTENANCE ASSESSMENTS.

1. Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants for each Lot and the Owner of each Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) a prorated annual assessment and (ii) special assessments for capital improvements, operating deficits or other extraordinary expenses. The annual assessment 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 assessments are made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall further be the joint and several personal obligation of each person who was the Owner of such Lot at the time when the assessment became due.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, repair, construction, reconstruction, replacement, removal and demolition of the Association Responsibility Elements; for payment of insurance premiums; payment of all fees, costs, debts or obligations of the Association; payment of all fees and costs payable to a professional management firm; and payment of all fees, costs and expenses payable to an accountant and attorney in connection with the operation of the Association as well as the defense or prosecution of any legal action.

3. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized herein, 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 a capital improvement that the Association is required to maintain 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.



4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot. Thereafter, the maximum annual assessment may be increased effective January 1 of each year at an amount fixed by the Board of Directors. Rates for both annual assessments and special assessments must be fixed at a uniform rate for all Lots. 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.

5. Reserve Fund. A portion of such annual assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the Association Responsibility Elements and any capital improvement that the Association is required to maintain. Notwithstanding the foregoing, Declarant may use any reserve funds, if established, to defray operating costs as it deems appropriate.

6. Date of 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 shall be collected at the time of closing and paid to the Association. 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.

7. Declarant Exempt from Assessments. Declarant shall not be liable for annual or special assessments upon Lots owned by it. Declarant is not responsible for the establishment of a budget as long as Declarant is the sole voting member of the Association. The Association and Declarant are not required to submit statements for assessments to any Owner.

8. 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 abandonment of the Owner's Lot.

9. Subordination of Assessments Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The assessment shall be paid prior to or at the closing of sale or transfer of any Lot. However, 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. The failure of an Owner to pay assessments as provided in this Article III shall not constitute a default under a mortgage insured by the Federal Mortgage Agencies.

10. Assessment Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association 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.

**D. MAINTENANCE BY ASSOCIATION AND MANAGEMENT.**

1. Maintenance of Association Responsibility Elements. The Association shall be solely responsible for all maintenance, repair, construction, reconstruction, replacement, removal and demolition of the Association Responsibility Elements. In the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, or the Owner's family, guests, invitees, agents or contractors, the cost of such maintenance or repairs shall be assessed to such Owner.

Vegetation within the detention easements, detention basins, drainage ways and creek channels shall not become overgrown with weeds, but shall be pruned and thinned to permit the natural survival of trees and ground-cover, bio-retention or wildflower plantings appropriate to the topography and land form. Damaged, diseased or dead trees and shrubbery shall be removed and the areas shall be kept free of trash, debris, and other unnatural articles to provide proper drainage for the Plat and surrounding areas.

The Association shall be responsible for maintenance, repair and replacement of the subsurface drain tile, concrete flumes and associated structures necessary to adequately direct water runoff along the detention easements and surface water flowage easements to the natural detention basins and creeks.

2. Access. The Association and its agents, employees or contractors shall have the right of reasonable access for ingress and egress over, across or through the Lots and Outlots for the purpose of such maintenance, repair, construction, reconstruction, replacement, removal and demolition of the Association Responsibility Elements.

3. Contracts and Agreements. The Board of Directors, in its sole discretion, shall enter into any contract, agreement, lease, management contract, or employment contract, engage the services of and discharge any manager, agent, independent contractor or other employee as it deems necessary. The Board of Directors, in its sole discretion, shall determine the duties and compensation of such persons so employed.

4. Insurance. The Association shall purchase and maintain a 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 insure the Association and the Owners against claims relating to the Association Responsibility Elements. The Association shall pay the premiums for all such insurance hereinabove described and the cost thereof shall become a part of the annual assessment.

**XXIV. ENFORCEMENT OF COVENANTS.**

This Declaration shall be deemed to run with the land, and the Declarant or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs if the Declarant or Owner prevails in any such action.

**XXV. AMENDMENTS OF COVENANTS.**

This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. 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. Provided, however, until the Declarant, or its assignee, has sold all of the Lots, it may make amendments or modifications to this Declaration without the consent of any other Owners or other party. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the Recorder.

**XXVI. PERIOD OF COVENANTS.**

This Declaration shall continue and remain in full force and effect at all times as to the Plat and as to the Owners of any Lot, regardless of how title was acquired, until the date twenty-one (21) years after the recording of this Declaration, on which date this Declaration shall automatically be extended for two (2) successive periods of five (5) years each, unless on or before the end of the base period, or the first extension period, the Owners of not less than fifty percent (50%) of the Lots, by written instrument duly recorded, declare a termination of the same.

**XXVII. ENFORCEMENT AND WAIVER.**

- A. In the event that any one or more of the foregoing covenants, conditions or restrictions 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.
- B. The Plat shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.
- C. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Plat.

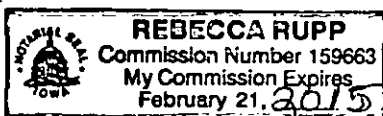
IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

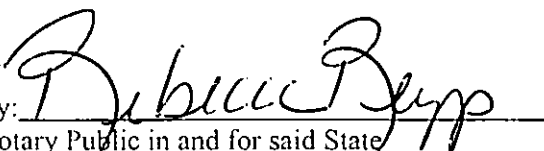
SF INVESTMENTS II, LC,  
an Iowa limited liability company

By:   
William B. Spencer, Manager

STATE OF IOWA, COUNTY OF POLK:

This instrument was acknowledged before me on August 28, 2012, by William B. Spencer, as Manager of SF Investments II, LC.



By:   
Notary Public in and for said State