



Book 2007 Page 14802

Document 14802 Type COVEN Pages 11

Date 9/19/2007 Time 11:34 AM

Rec Amt \$57.00

MTG -
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ODD -
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Carol "Cindy" Hol, Recorder
Dallas County IOWA

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Book 2007 Page 14801

Prepared by & Return to: Joel D. Huston, 3101 Ingersoll Ave, Des Moines, IA 50312 (515) 279-9059

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

THIS DECLARATION is made this 2nd day of August, 2007, by **TJK INVESTMENTS, L.C.**, an Iowa limited liability company (the "Declarant").

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

Lots 1 - 14 and Outlots 6A, 6B, 7A, 7B, 7C, 8A, 9A and 11A in GRANITE RIDGE PLAT 1, an Official Plat in Dallas County, Iowa.

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

NOW, THEREFORE, Declarant hereby declares that certain 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 - 14 and Outlots 6A, 6B, 7A, 7B, 7C, 8A, 9A and 11A in Granite Ridge Plat 1, an Official Plat in Dallas County, Iowa.
- B. "Declarant" shall mean and refer to TJK Investments, L.C., an Iowa limited liability company, its successors or assigns.
- C. "Lot" shall mean and refer to Lots 1 - 14 within 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 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, garden house, pool house, barn or detached garage.
- G. "Outlot" shall mean and refer to Outlots 6A, 6B, 7A, 7B, 7C, 8A, 9A and 11A within the Plat.
- H. "County" shall mean Dallas County, Iowa.

II. OUTLOTS.

Outlots 6A, 6B, 7A, 7C, 8A, 9A and 11A are parcels of land that lie within an existing flood plain and are designated as surface water flowage easements on the recorded final plat. Development of the Outlots is limited by statutes, rules, and regulations. Outlot 7B is a parcel of land that lies between existing flood plains and surface water flowage easements for which development is limited due to its location. 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 Owner of the appurtenant Lot. The Lots and the Outlot(s) appurtenant thereto are designated as follows:

<u>Lot</u>	<u>Outlot(s)</u>
Lot 6	Outlots 6A and 6B
Lot 7	Outlots 7A, 7B and 7C
Lot 8	Outlot 8A
Lot 9	Outlot 9A
Lot 11	Outlot 11A

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 County.

IV. BUILDING TYPES.

- A. No building or structure shall be constructed, altered, or maintained on any Lot that is inconsistent with the terms of this Declaration or in violation of the ordinances of the County.
- B. No building or structure of any kind shall be moved onto any Lot.
- C. 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.

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. One and one-half story and two story dwellings must have a finished area of not less than 2,500 square feet.
- B. One story, ranch, split-level, and split foyer dwellings must have a finished area of not less than 2,000 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. 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.
- F. All roof material shall be three tab, dimensional, simulated slate, or simulated shakes in earth tone colors or clay tile.
- G. Construction of the dwelling upon the Lot must commence within five (5) years from the date of purchase of the Lot.
- H. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

VI. ARCHITECTURAL REVIEW.

No building or structure, nor any addition or alteration thereof, shall be constructed or substantially altered on any Lot unless and until a design plan and a site plan (collectively the "Plans") have been submitted to and approved by the Association. The Plans shall contain details of design, color scheme, elevation, site grade, landscaping, fencing, roofing, solar systems, sidewalks, driveways, yard lights, mailboxes, propane tanks, and other similar matters. The Plans shall also state the type of construction, including external details and materials. The Board of Directors shall, within thirty (30) days from the date of submittal of the Plans, deliver to the Owner written approval of, rejection of or required changes to the Plans. Dirt removal, excavation or construction shall not be commenced until approval therefor has been received from the Board of Directors. Any deviation in construction on any Lot from the approved Plans, which is in the judgment of the Association is of substantial detriment to the appearance of the structure or surrounding area, shall be corrected to conform to the approved Plans at the expense of the Owner of the Lot. The Association and its designated architect 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.

VII. GARAGES AND DRIVEWAYS.

All dwellings shall have a minimum of a two-car attached garage. All dwellings shall have a portland cement concrete driveway not less than 16 feet in width and running from the private street to the garage.

VIII. TEMPORARY AND OTHER STRUCTURES; CERTAIN USES.

No temporary building or structure shall be built or maintained on any Lot. 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 on the private 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. A temporary basis shall mean no more than a total of a seven (7) consecutive days for a total of fourteen (14) 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 dwelling, garage or Outbuilding.

IX. FENCES.

Perimeter fences shall not be permitted on any Lot. Agricultural fences shall be permitted as horse enclosures on Lots 5, 6, 7, 8 and 9 and each respective appurtenant Outlot. Such agricultural fences shall not be allowed within 30 feet of any lot line shared with Lots 1, 2, 3, 4, 10, 11, 12, 13, and 14 or any other property outside of the Plat. The 30 foot restriction shall not apply to any lot line shared by Lots 5, 6, 7, 8 and 9. The agricultural fences shall be maintained in accordance with Chapter 359A of the Iowa Code. For purposes of this Declaration, the outermost side and rear lot lines of the Outlots shall be established as the side and rear lot lines of the appurtenant Lot for purposes of fences, seeding and set backs.

X. SEEDING.

Each Lot shall be seeded with a bluegrass seed mixture within sixty (60) days of completion of a dwelling upon the Lot. The bluegrass seed mixture shall be spread over the front yard and side yards to the rear yard to cover not less than 50% of Lots 1, 2, 3, 4, 10, 11, 12, 13 and 14, and spread over the front yard and side yards to the rear yard to cover not less than 10% of the Lots 5, 6, 7, 8 and 9 (except where the topography, conservancy districts, creek slopes or tree cover does not permit). If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.

XI. EASEMENTS.

Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown on the final 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 (except fences as permitted herein within the surface water flowage easement) within the easement areas which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities or streets 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.

XII. 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. By way of further explanation, the definition of noxious or offensive activities or odors

shall not apply to the customary and normal activities and odors associated with the activities and operation of a rural equestrian subdivision and by activities from surrounding farming operations.

XIII. STORM WATER DISCHARGE PERMITTING REQUIREMENTS.

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.

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.

XIV. SIGNS.

No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto unless approved by the Association. This prohibition shall not apply to street markers, traffic signs, or any signs installed by the County by other governmental entities or by the Declarant.

XV. 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.

XVI. PROPANE TANKS.

No propane tank shall be permitted to be placed on any Lot unless underground or completely hidden from view by an attractive screen, fencing, and/or shrubbery of suitable height such that said tank may not be visible from any other Lot and all streets within the Plat. All other types of liquid fuel tanks are prohibited.

XVII. UTILITIES.

All utility connection facilities and services shall be underground.

XVIII. 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.

XIX. MAINTENANCE.

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, debris, weeds, noxious weeds and other noxious substances, 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 storage or collection of rubbish of any character whatsoever is prohibited. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the on-site septic system and any future sanitary sewer, the exterior of any dwelling and/or Outbuilding, driveway, fence, screening and all other improvements located upon the Lot.

XX. CERTAIN ANIMALS PROHIBITED.

No horses, cattle, hogs, exotic animals, or other livestock of any kind as defined by the laws, statutes and regulations of the State of Iowa, shall be raised, bred or kept on any Lot, except that Lots 5, 6, 7, 8 and 9 are permitted four (4) horses for each Lot at any one time. Except as otherwise stated herein, dogs, cats, other common household pets, and domesticated animals not considered to be livestock, 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 Lot at any one time. All animals kept on any Lot shall 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 view from any other Lot and all streets within the Plat.

XXI. OUTBUILDINGS AND ACCESSORY STRUCTURES.

Each Lot may have no more than two (2) Outbuildings. Each Outbuilding shall be one (1) level. The total combined finished area of the two (2) Outbuildings for Lots 1, 2, 3, 4, 10, 11, 12, 13 and 14 shall not exceed 1,800 square feet. Each Outbuilding for Lots 5, 6, 7, 8 and 9 shall not exceed 4,000 square feet. Outbuildings for Lot 7 may be located within Lot 7 or Outlot 7B. Any swimming pool, tennis court, or other accessory structure 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. Outbuildings, swimming pools, tennis courts, 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 30 feet of any side or rear Lot line.

XXII. SURFACE WATER.

The topography of the Plat 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.

XXIII. MAILBOXES.

Neighborhood mailbox cluster units shall be installed by the Declarant according to United States Postal Service regulations. The Association 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.

XXIV. SEPTIC SYSTEMS.

All Lots to be serviced by on-site septic systems shall be placed, constructed and maintained in accordance with the laws, rules and regulations of the Dallas County Office of Environmental Health. The location of the septic system must be approved in advance of installation by the Dallas County Office of Environmental Health. All on-site septic systems shall receive periodic maintenance so as not to become offensive to an adjacent Lot Owner. The use or continued use of a septic system that proves a nuisance or a hazard to adjacent Lot Owners is prohibited. No toxic or hazardous wastes or chemicals shall be disposed of in the septic system. All systems must be inspected yearly by an inspector approved by the Dallas County Office of Environmental Health. A detailed report of the findings of such inspections shall be filed by such inspector with the Dallas County Office of Environmental Health.

XXV. HOMEOWNERS 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 Granite Ridge Homeowners Association, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, 2007.
2. "Association Responsibility Elements" shall mean the following:
 - (i) The entrance sign.
 - (ii) The private street owned and controlled by the Association for the benefit of all the Lots within the Plat and depicted as Street Lot "A" on the recorded Final Plat.
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 this Declaration.

B. MEMBERSHIP AND VOTING.

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. 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.

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.

The voting Members 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.

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.

Unless the Articles of Incorporation or the Bylaws of the Association otherwise provide, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than five (5) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President or Secretary, or the officer or persons calling the meetings, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at his/her/its address as it appears on the records of the Association, with postage thereon prepaid.

C. ASSESSMENTS.

Declarant hereby covenants for each Lot and the Owner of each Lot 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) a prorated annual assessment and (2) special assessments to be established and collected as hereinafter provided. 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 property 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 property at the time when the assessment became due.

The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Plat and any plats added to the Association in the future; and for the insurance, improvement, maintenance, repair, replacement, removal and demolition of the Association Responsibility Elements and for other purposes specifically provided herein.

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 Association Responsibility Elements. Notwithstanding the foregoing, Declarant may use any reserve funds, if established, to defray operating costs, as it deems appropriate.

In addition to the annual assessment 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 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.

Declarant shall not be liable for any annual assessment 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.

Both annual assessments and special assessments must be fixed at a uniform rate for all Lots and shall be collected by the Association, in advance, in annual installments due on January 1. All payments shall be made on or before the due date. Upon conveyance of a Lot from the Declarant to another party, the annual assessment and special assessments prorated to December 31 must be paid to the Association.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Five Hundred Dollars (\$500.00) 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. 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 special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates for all assessments. 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.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% 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.

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.

D. **MAINTENANCE.**

The Association shall provide all maintenance, repair, and replacement of the Association Responsibility Elements, including (but not limited to), all necessary snowplowing, including removal of snow and ice from the mailbox cluster units. In the event that the need for maintenance or repair is caused through the willful or negligence 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.

E. **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.

F. **ADDITION OF PROPERTY.**

Declarant shall have the irrevocable right to subject additional land to the terms of this Declaration at any time in the future without the consent of the Association. The additional land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the additional land shall automatically become Members of the Association in the same fashion 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 land by filing an amendment to this Declaration with the Recorder of Dallas County, Iowa. No approval of the Association or any other person shall be necessary.

XXVI. 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.

The Board of Directors shall have the authority to adopt rules and regulations governing the use of Lots, and the Association Responsibility Elements and establishing fines to be assessed against Owners violating these covenants to be collected in the same manner as special assessments.

XXVII. 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 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.

XXVIII. 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.

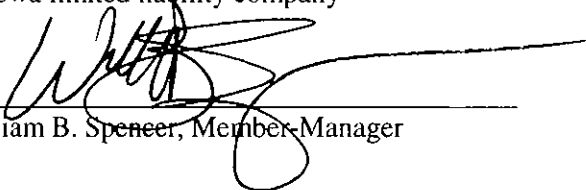
XXIV. ENFORCEMENT AND WAIVER.

- 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 County, 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 County, the more restrictive shall be binding.
- C. This Declaration shall not be applicable to property dedicated to the County, and the County may allow appropriate public use on County-owned property within the Plat.

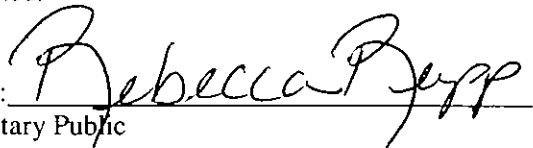
IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

TJK INVESTMENTS, L.C.,
an Iowa limited liability company

By: 
William B. Spencer, Member-Manager

STATE OF IOWA)
)ss:
COUNTY OF DALLAS)

On this 2nd day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared WILLIAM B. SPENCER, to me personally known who, being by me duly sworn, did say that he is a Member-Manager of the Iowa limited liability company executing the foregoing instrument, that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members/managers and that WILLIAM B. SPENCER acknowledged execution of the instrument to be the voluntary act and deed of the limited liability company by it voluntarily executed.

By: 
Notary Public

