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

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAINTENANCE AT STRATFORD CROSSING

THIS AMENDMENT is made by **STRATFORD CROSSING, LLC**, an Iowa limited liability company, Declarant of the Declaration of Covenants, Conditions and Restrictions for Maintenance at Stratford Crossing recorded July 19, 2019 in Book 2019 at Page 12296, in the records of Dallas County, Iowa (the "Declaration") as amended in **Book 2019, Page 12309**, and **Book 2019, Page 16517**, and owner and developer of the Additional Land hereinafter described.

WHEREAS, the following Property has been submitted to the terms of the Declaration:

Lots 1 - 3 and Lots 4 - 39 in Stratford Crossing Plat 1, an Official Plat in Waukee, Dallas County, Iowa; and

Lots 1 - 49 in Stratford Crossing Plat 2, an Official Plat in Waukee, Dallas County, Iowa; and

Lots 1 - 69 in Stratford Crossing Plat 3, an Official Plat in Waukee, Dallas County, Iowa.

WHEREAS, the Declaration established the **Stratford Crossing Maintenance Association**, an Iowa non-profit corporation (the "Association"), to own, manage, operate and maintain certain improvements for the mutual and reciprocal benefit of the Owners with authority to levy assessments necessary to operate, manage, maintain and administer the Association and the improvements for the benefit of the Property.

WHEREAS, the Declaration grants to Declarant the right to subject additional land to the terms of the Declaration without approval or consent of the Association or other Owners.

WHEREAS, Declarant now wishes to subject the following described real estate to the terms of the Declaration (the "Additional Land")

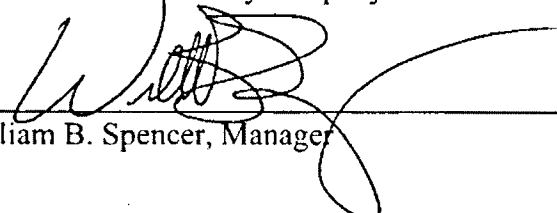
Lots 1 - 28 in Stratford Crossing Plat 5, an Official Plat in Waukee, Dallas County, Iowa.

NOW, THEREFORE, pursuant to the authority described in the Declaration, Declarant hereby declares that by the filing of this Amendment the Additional Land is annexed and submitted to the Declaration, which real estate shall be subject to all of the terms and conditions 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 same terms, conditions, duties and assessments as described in the Declaration.

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 29 day of May, 2020.

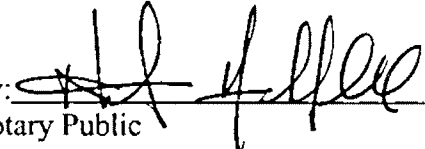
STRATFORD CROSSING, LLC,
an Iowa limited liability company

By: 
William B. Spencer, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on May 29, 2020, by William B. Spencer, Manager of Stratford Crossing, LLC.



By: 
Notary Public

Prepared by & Return to: Jacob M. Oeth, Hogan Law Office, 3101 Ingersoll Ave., Des Moines, IA 50312
(515) 279-9059

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MAINTENANCE AT STRATFORD CROSSING**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAINTENANCE AT STRATFORD CROSSING (this "Declaration") is dated this 28th day of June, 2019 and made by **STRATFORD CROSSING, LLC**, an Iowa limited liability company ("Declarant"), as owner and developer of certain real property legally described as follows (collectively, the "Lots"):

Lots 1 - 3 in Stratford Crossing Plat 1, an Official Plat in Waukee, Dallas County, Iowa.

AND

Lots 4 - 39 in Stratford Crossing Plat 1, an Official Plat in Waukee, Dallas County, Iowa.

WHEREAS, Declarant desires to provide for an association to own, operate and maintain certain common area and common amenities with authority to levy assessments necessary to operate, manage, maintain and administer the association, the common area and the common amenities all as hereinafter specifically set forth.

NOW, THEREFORE, Declarant hereby declares that the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the real property and be binding on all parties having any rights, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

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

Section 2. "Association" shall mean and refer to Stratford Crossing Maintenance Association, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, and its successors and assigns.

Section 3. "Board of Directors" shall mean and refer to the Board of Directors of the Association duly elected in accordance with the Articles of Incorporation and Bylaws of the Association.

Section 4. "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 5. "City" shall mean and refer to the city of Waukee, Iowa.

Section 6. "Common Amenities" shall mean and refer to any improvement, easement or feature whether or not fully or partially located upon any Lot, the Common Area or offsite of the Property for which the Association is obligated to maintain, and such additional Common Amenities as may hereafter be brought within the jurisdiction of the Association when annexed and subjected to this Declaration. Common Amenities shall include Storm Water Detention Facilities.

Section 7. "Common Area" shall mean and refer to any real property to which the Association holds title, together with any improvements thereon, for the common use and benefit of the Owners, and such additional Common Area as may hereafter be brought within the jurisdiction of the Association when annexed and subjected to this Declaration.

Section 8. "Declarant" shall mean and refer to Stratford Crossing, LLC, an Iowa limited liability company, its successors or assigns.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Maintenance at Stratford Crossing to which the Lots are subject.

Section 10. "Lot" shall mean and refer to an individual parcel of land which is platted for a detached single-family residential dwelling or a bi-attached single-family townhome dwelling, and such additional numbered lots as may hereafter be brought within the jurisdiction of the Association when annexed and subjected to this Declaration.

Section 11. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration.

Section 12. "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.

Section 13. "Plat" shall mean and refer to the official plats of the Property filed in the records of the office of the County Recorder.

Section 14. "Property" shall mean the Lots and Common Area and shall include any Additional Land as may hereafter be brought within the jurisdiction of the Association.

Section 15. "Storm Water Detention Facilities" shall mean and refer to the common storm water detention basins and all pipes, inlets and outlets appurtenant thereto for the common use and benefit of the Owners for which the Association is obligated to maintain.

ARTICLE II

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 by Single-Family Residential Lots. Subject to provisions of Section 3 of this Article, there shall be appurtenant to each detached single-family residential Lot one vote in the Association. When more than one person holds an interest in any such 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 single-family residential Lot.

Section 3. Voting by Bi-Attached Townhome Lots. Subject to provisions of Section 3 of this Article, there shall be appurtenant to each of those bi-attached single-family townhome Lots dedicated to additional covenants under a separate townhome association established to serve a specific Plat, the right to cast one vote in the Association on account of all such Lots. The vote for such townhome association shall be exercised as such Lot Owners among themselves determine by and through the townhome association, but in no event shall more than one vote be cast with respect to any one townhome association.

Section 4. 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 the Common Area 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 shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

Section 5. Board of Directors. Subject to the provisions of Section 3 of this Article, 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 and business of the Association.

Section 6. Suspension of Voting Rights. The Association shall suspend the voting rights

of a Member for any period during which any assessment hereunder against such Member's 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.

Section 7. 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 III **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant for each Lot, hereby covenants, and each Owner of a 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) an annual assessment, 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 such Lot at the time when the assessment became due.

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. In making such assessments, the amount to be levied shall be equal and limited to the actual cost to the Association of providing those functions and services set forth in this Declaration.

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. Rates for both annual and special assessments shall be determined by Lot type. 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 per detached single-family residential Lot, and \$100.00 per bi-attached single-family townhome Lot. 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 regular and special assessments must be fixed at a uniform rate for all Lots.

Section 7. 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 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 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.

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 Common Area or Storm Water Detention Facility 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. The failure of an Owner to pay assessments as provided in this Article shall not constitute a default under a mortgage insured by the Federal Mortgage Agencies.

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 IV

ASSOCIATION MAINTENANCE OBLIGATIONS

Section 1. 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. 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 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 2. 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 be responsible for all maintenance, repair and replacement 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 storm water management agreement on file with the City. Nothing shall be altered in, constructed in, or removed from the Storm Water Detention Facilities, except upon written consent of the Board of Directors.

Section 3. Maintenance of Common Area and Common Amenities. The Association shall provide services on behalf of the Owners of each Lot for maintenance, repair, reconstruction, restoration, replacement, removal and preservation of the Common Area and Common Amenities. The Association shall perform all such maintenance in a good and workmanlike manner in accordance with all applicable laws, rules, ordinances, codes and regulations. Nothing shall be altered in, constructed in, or removed from the Common Area except upon written consent of the Board of Directors. Such services may include, but are not limited to, the following:

- (a) routine lawn care and mowing of grassy areas within the Common Area;
- (b) maintenance required pursuant to a recorded easement document of any private storm and sanitary sewers, water mains and storm water drainage or detention areas installed

by Declarant; and

- (c) maintenance, removal of snow, ice and obstructions, routine lawn care and mowing of grassy areas required pursuant to a recorded easement document of any trail installed by Declarant.

Section 4. Taxes Assessed Against Common Area. The Association shall be responsible for any taxes and special assessments assessed against the Common Area and the pro rata cost thereof shall become a part of the annual assessment.

Section 5. 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 Common Area. 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 of 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 6. 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 7. Contracts and Agreements. The Board of Directors, in its sole discretion, may or may not enter into any contract, agreement, management contract or employment contract, engage the services of and discharge any manager, managing 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.

Section 8. Responsibility for Willful or Negligent Acts. No Owner shall obstruct or interfere whatever with the duties and responsibilities of the Association to perform its maintenance obligations 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 that of family, guests, tenants or licensees of such Owner. Any such expense for maintenance, repair or replacement shall be added to and become a part of the assessments to which such Lot is subject.

Section 9. Access for Maintenance. 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 Common Area for the purpose of performing its inspection, maintenance, repair, replacement, restoration, removal, demolition, grading and dredging obligations relating to the Common Area, Storm Water Detention Facilities and Common Amenities.

ARTICLE V GENERAL PROVISIONS

Section 1. Rules and Regulations. The Association shall have the authority to amend and adopt rules and regulations governing the Common Area and such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns, and licensees. 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. No Waiver. Failure of the Association or any Owner to enforce any covenant, condition or restriction of this Declaration, the Articles of Incorporation 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 3. Right of 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.

Section 4. Assignment of Declarant's Rights. Declarant shall have the right to assign all of its rights and obligations as Declarant under this Declaration to any person, corporation or other entity. The assignee of any such assignment shall be responsible for Declarant's duties and obligations under this Declaration. Declarant shall make such assignment by written instrument recorded in the Office of the County Recorder.

Section 5. Amendment. This Declaration may be amended or changed from time to time by an instrument filed in the office of the County Recorder, 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. Notwithstanding the foregoing, this Declaration may be amended by Declarant without approval by the other Owners so long as Declarant has any ownership interest in the Lots or Common Area. Such amendments or modifications shall be effective the date the amendment or modification has been filed with the County Recorder.

Section 6. Duration. The easements granted herein, and all Association obligations shall be perpetual in nature. All covenants, conditions, restrictions and reservations 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 VI

ANNEXATION AND REMOVAL OF LAND

Section 1. Conveyance of Additional Common Area and Common Amenities. Declarant shall have the right at any time to convey additional Common Area and Common Amenities to the Association from time to time. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional Common Area or Common Amenities to the Association in the future. The Association shall be obligated to accept any additional Common Area and Common Amenities so conveyed by Declarant and to hold and maintain the additional Common Area and Common Amenities pursuant to the terms of this Declaration.

Section 2. Subjecting Additional Land to Declaration. 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 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 land by filing an amendment to this Declaration with the County Recorder. No approval of the Association or any other person shall be necessary.

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

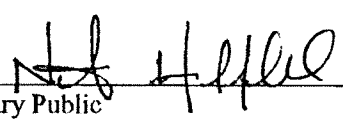
STRATFORD CROSSING, LLC,
an Iowa limited liability company

By: 
William B. Spencer, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on July 9, 2019, by William B. Spencer, Manager of Stratford Crossing, LLC.



By: 
Notary Public