



Doc ID: 006886070002 Type: CL-COVN
Recorded: 08/15/2016 at 08:29:47 AM
Fee Amt: \$12.00 Page 1 of 2
Dallas County Iowa
Chad C. Airhart RECORDER
File#

BK **2016** PG **14677**

**AMENDMENT TO
DECLARATION OF USE RESTRICTIONS,
COVENANTS AND BUILDING SPECIFICATIONS**

PREPARER

INFORMATION: K. Schultz
Vista Real Estate and Investment Corporation
2400 86th Street, Suite 24, Urbandale, IA 50322
515-276-3456



RETURN TO: Vista Real Estate and Investment Corporation
2400 86th Street, Suite 24, Urbandale, IA 50322
515-276-3456

GRANTORS: Waterford Glenn, LLC

LEGAL

DESCRIPTION: Waterford Glenn

Dallas County Iowa Recorder

**FIRST AMENDMENT TO
DECLARATION OF USE RESTRICTIONS, COVENANTS
AND BUILDING SPECIFICATIONS
WATERFORD GLENN, URBANDALE, DALLAS COUNTY, IOWA**

FIRST AMENDMENT to Declaration of Covenants, Conditions and Restrictions to Waterford Glenn, Urbandale, Dallas County Iowa, as filed on January 11, 2016 in Book 2016, Page 384 in the Office of the Dallas County Recorder, (hereinafter referred to as the "Declaration").

WHEREAS, the Declarant is desirous of amending said Declaration pursuant to provisions of Section A, Duration, of Article IV, Terms of Covenants; Severability of said Declaration.

NOW THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Section B, Architectural Standards, Item 9 of Article II will be stricken in its entirety and will be replace with the following:

Building Elevation and Drainage Standards. The finished grades for houses constructed on each Lot shall be established to permit positive drainage away from such house and will not be altered in any way from the final grades that were established by the engineer of construction drawings approved by the city. A copy of the plans can be located at City Hall.

2. In all other respects, the Declaration shall remain as stated.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed as of the day and year first written above.

Waterford Glenn, L.L.C., an Iowa limited liability company
By Vista Real Estate and Investment Corporation, Its Manager

By: 
David J. Harmeyer, President

STATE OF IOWA
COUNTY OF POLK

This record was acknowledged before me this 10th day of August, 2016, by David J. Harmeyer in his capacity as President of Vista Real Estate and Investment Corporation.




Signature of Notary Public



Book 2016 Page 384

Document 384 Type COVEN Pages 27
Date 1/11/2016 Time 11:17 AM
Rec Amt \$137.00

Chad Airhart, Recorder
Dallas County IOWA

MTG
PCRF
BKRF
DDD
D/C



**DECLARATION OF USE RESTRICTIONS, COVENANTS
AND BUILDING SPECIFICATION**

Recorder's Cover Sheet

PREPARER

INFORMATION: K. Schultz
Vista Real Estate and Investment Corporation
2400 86th Street, Suite 24, Urbandale, IA 50322
515-276-3456

RETURN TO: Vista Real Estate and Investment Corporation
2400 86th Street, Suite 24, Urbandale, IA 50322
515-276-3456

GRANTORS: Waterford Glenn, L.L.C.

LEGAL DESCRIPTION: See page 2

**DECLARATION OF USE RESTRICTIONS, COVENANTS
AND BUILDING SPECIFICATIONS APPLICABLE TO WATERFORD GLENN,
URBANDALE, DALLAS COUNTY, IOWA**

This Declaration is made this 11th day of November, 2015, by Waterford Glenn, L.L.C. an Iowa Limited Liability Company, ("Declarant")

WITNESETH:

WHEREAS, Waterford Glenn, L.L.C. is the owner of the following property in the City of Urbandale, Dallas County, Iowa (the "City"):

Lots 1 through 48 in Waterford Glenn, an Official Plat, now include in
and forming a part of the City of Urbandale, Dallas County, Iowa.

WHEREAS, Declarant desires to develop the Property as a planned community and to establish certain Use Restrictions, Covenants and Building Specifications for the benefit of Owners of single family Lots within Waterford Glenn;

NOW, THEREFORE, Declarant, by the execution and recording of this document, hereby declares that all Property shall be held, occupied, sold and conveyed subject to the covenants, conditions, provisions and restrictions set forth herein.

ARTICLE I
Definitions

- A. "Declarant" shall mean WATERFORD GLENN, L.L.C. or its designated assigns and its successors and assigns.
- B. "Lot Owner" or "Owner" shall mean each person or entity who is a recorded Owner of a fee or undivided fee interest in any Lot located within the Property; provided, however, that in the event of the recording of a contract for the sale of a Lot, the contract purchaser shall be deemed the Lot Owner; and provided further that in the event a fee interest of record in hold merely for the security of the performance of an obligation, then the obligor in possession shall be deemed the Lot Owner.
- C. "Association" shall mean Waterford Glenn Homeowners Association, its successors and assigns.
- D. "Property" shall mean all Residential Lots and Common Area Lots in Waterford Glenn, an Official Plat, now included in and forming a part of the City Urbandale of Dallas County, Iowa.
- E. "Common Area Lot" shall mean Outlot X.
- F. "Assessment" shall mean an assessment for those costs which are necessary for ordinary and continuing maintenance for the Common Area Lot and the obligations of the Association as set out in one certain Stormwater Facility Management and Maintenance Covenant and Permanent Easement Agreement, as dated the 11th day of November , 2015 and filed of record on the 8 day January, 2015₆ in Book 2016, Page 294 in the Dallas County, Iowa Recorder' s Office.

ARTICLE II
General Use Restrictions and Building Specifications

Lots 1 through 48, inclusive, Waterford Glenn, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa shall be held, occupied, sold and conveyed subject to the following general Use Restrictions and Building Specifications, as well as those covenants, conditions, provisions and restrictions set forth elsewhere in this Declaration:

A. Single-family Residence. The use of all Lots shall be limited to single-family residential use and shall be developed with not more than one single-family dwelling each, and may be developed only with such other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City of Urbandale Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No full-time or part-time business activity may be conducted on any Lot or in any building or structure constructed or maintained on any Lot, except to the extent of a home occupation permitted by the City of Urbandale Zoning Ordinance, and except that home builders may maintain model homes during construction; and Declarant may maintain a sales office during its development and sales of the Lots in this Plat.

All single-family Lots must be built on within nine months of issuance of building permit to Owner or builder of said Lot.

B. Architectural Standards.

1. Character. The architectural character of any structure shall be in harmony with, and compatible with, other structures in adjoining properties or within this plat.
2. Development Approval of Declarant. Owners or Builders must provide Declarant, prior to construction, architectural plans regarding elevations from all compass directions and list of materials for all exterior construction, including decking materials.
3. Exterior Foundations. Exposed foundations must be painted to blend with exterior wall finishes or be of stone or brick material.
4. Siding. Siding material variations on the elevation for accent purposes are encouraged, but the overall character and predominant siding must be consistent on all four elevations of the structure. Siding shall not have a reveal of greater than eight inches (8"). Exterior colors shall be earth tones, off-white, or soft, muted tones, which may include muted yellows, greens or blues. No vinyl siding or bright colors of any kind are permitted. Exterior materials may be pre-finished.
5. Roof Materials. The roof of each residence shall have a pitch consistent with the architectural style of the home being constructed. Roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade, minimum twenty-five (25) year warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors. White and white blend roof shingles are not acceptable. All flashing and vents shall closely match or blend with the surrounding roof area. All vents and other roof penetrations should be located on the rear elevation wherever possible. Gutters should be part of the fascia detailing. Gutters and downspouts shall closely match the colors of the surfaces to which they are attached.
6. Garages. All residences shall have, as a minimum, an attached two-car garage. Each residence shall provide off-street parking for a minimum of two cars on a paved driveway surface.

7. Minimum House Sizes. All single-family homes shall contain a minimum square footage of living space exclusive of attached garages, breezeways, porches, and finished basement areas as follows:

- a. One-story dwellings must have a minimum of one thousand five hundred (1,500) square feet of finished area directly under the roof.
- b. One and one-half story dwellings must have a finished floor area of at least one thousand seven hundred (1,700) square feet.
- c. Two-story dwellings must have a finished floor area of at least one thousand eight hundred (1,800) square feet.

8. Decks and Porches. Decks attached to the house should be built from materials similar to those used on the house. Unpainted natural wood decks, though appropriate for rear yard spaces, are not acceptable as front entry porches. Entry porches should be designed as integral, yet dominant features that invite entrance to the dwelling. Columns supporting porch roofs should be massive in scale, (minimum six inches by six inches (6" x 6")). Built up box columns or tapered round columns are encouraged. Handrails shall match the architectural style of the home. No wood steps to front entry porches are permitted.

9. Building Elevation and Drainage Standards. The finished grades for houses constructed on each Lot shall be established to permit positive drainage away from such house.

10. Landscaping. All Lots shall be sodded, which included the front, side and rear yards. All grass shall be completed as soon as possible upon issuance of a certificate of occupancy and thereafter maintained, but in no event shall this be more than nine (9) months from the date of the issuance of the building permit

11. Fences and Hedges. No fences, walls, hedges or barriers shall be permitted upon Lots or adjoining property lines except as follows:

- a. Walls, fences, or hedges along rear property lines and side property lines shall not exceed six feet (6') in height.
- b. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fencing framing. No chain link fence, including a chain link fence around a dog run, shall be permitted unless it is black vinyl clad fence. All fences shall be kept in good repair and attractive appearance.
- c. No fences shall be built forward of the centerline of the house built on a Lot other than front yard decorative fence. Except for permitted decorative fences, all fences shall be either wood, vinyl, vinyl clad chain link or wrought iron. All wood fences shall be natural in color, stained, or painted in soft, earth tone colors so as to blend in with the terrain. All vinyl fences shall be black, white or soft earth tone colors. Front yard decorative fences shall be either painted wood, metal, or vinyl, open "picket" type and a maximum of 42" high.
- d. Notwithstanding anything in this Declaration to the contrary, no Lot Owner shall have the right to erect a fence within or across any easement area shown upon the Final Plat of Waterford Glenn without the prior consent of the City of Urbandale or the utility company or companies for whose benefit such easement runs. Any fence erected within or across an easement area without such consent may be taken down by the person for whose benefit

such easement runs in the exercise of any rights granted by such easement without any obligation to such Lot Owner to restore or repair such fence.

C. Utility Meters. Utility meters shall be hidden architecturally or through the use of remote reading devices, if available.

D. Mailboxes. If required by the City of Urbandale, Iowa ordinances, Declarant shall install a "cluster-style" mailbox to serve this block substantially in accordance with the requirements of such ordinances, which mailbox, upon installation, shall become the property of the United States Postal Service without any further deed or transaction. Thereafter, the United States Postal Service shall maintain, repair and replace said mailbox.

E. Outbuilding. Playhouses, pool house, utility buildings, storage sheds or other similar outbuilding structures shall be permitted, provided that the exterior and the roof of any such structure shall be constructed of the same material, have the same color and appearance as the residential dwelling on the same Lot and are located only in rear area of such Lot. All such structures shall be in compliance with City of Urbandale codes and regulations.

F. Utilities. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells or septic systems shall be permitted on any Lot.

G. Security Lighting. Security lighting for driveways, parking and other areas shall be designed, located and directed in a fashion which will avoid direct lighting onto adjoining Lots.

H. Driveways. All parking and driveway areas shall be hard surfaced, using a suitable thickness of Portland cement, or clay or concrete interlocking pavers installed in a manner suitable for vehicular traffic.

I. Sidewalks. Per City of Urbandale codes and regulation sidewalks are required along public streets. At the time a building is built upon a Lot, the Owner of the Lot shall be responsible for construction of the public sidewalk along each street frontage, according to City specifications. Declarant has no obligation to a Lot Owner or builder to install sidewalks. Declarant also adopts the specific language set forth in its purchase agreement as though fully setout herein regarding sidewalks. All sidewalks shall be constructed within nine months of issuance of building permit. No exceptions to this rule shall be allowed unless granted by the Declarant.

The Buyer agrees to complete construction, including all public sidewalks, within twelve (12) months from the date this Purchase Agreement has been signed. In the event the Buyer does not complete construction in this twelve month period, the Buyer agrees to obtain a sidewalk bond, which will meet the city requirements, and will keep the bond in force until the sidewalk has been installed and the bond is released by the City of Urbandale, and the Buyer will also obtain their own NPDES General Permit #2.

J. Garbage Cans and Equipment; Outside Storage; Holiday Displays. No trash receptacles, garbage cans or recycling bins shall be located upon a Lot unless hidden by an attractive screen of suitable height or unless sunken to ground level in a hole lined with permanent cribbing, except that garbage cans, trash sacks, recycling bins, yard refuse bags and other materials for collection by an authorized refuse collector may be placed at the pickup area designated by the City or its authorized refuse collection company on the day before collection and may remain until the evening of the day of the scheduled collection of the same. Items such as compost containers, clotheslines, lawn or garden equipment, building materials, and other similar items shall be placed out of public view. Firewood shall not be stored on the front side of house.

Stacked firewood in excess of 4' long by 3' high shall be adequately screened from view and must be stacked in the rear yard and be at least twenty feet (20') from any rear or side yard Lot line. No material of any kind whatsoever may be stored in the front yard or side yard of a house (Except that garden hoses may be stored in a side yard adjacent to an outside faucet if neatly coiled or contained on a hose reel), and no material of any kind shall be stored in a rear yard unless appropriately covered or screened from view by neighbors. Only retractable clotheslines are permitted. Such clotheslines shall be located in the rear yard area and not visible from the street. All clotheslines shall be retracted when not in use. No clothing, rugs or other items shall be hung on or from any railing, landscaping or window. All repair of motorcycles, automobiles or other vehicles shall be done out of public view.

K. Tents and Trailers. No tent, trailer, boat, camper, snowmobiles, motorcycles, four or three wheelers, motorhome, or truck rated larger than 3/4 ton or other movable or temporary structure or enclosure shall be maintained or parked on any Lot or street within public view for more than a cumulative of thirty (30) days in any calendar year.

L. Temporary Structures; Mobile Homes. With the exception of temporary sales offices placed by Declarant or its agents, there shall be no occupancy of temporary structures or partially completed structures. No home or other building shall be moved onto any Lot from outside Waterford Glenn. All homes constructed in this development shall be constructed on site; and no manufactured or modular housing or mobile homes shall be permitted at any time.

M. Swimming Pools. Below-ground swimming pools are allowed, subject to the area being fenced according to the fencing requirements in Article I, Section B Architectural Standards, Item 11b and any hot tubs being skirted in wood. No above-ground swimming pools are allowed.

N. Satellite Dish. Satellite dishes or parabolic devices in excess of twenty inches (20") in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.

O. Exterior Animal Houses, Runs and Shelters. Animal runs, animal houses and animal shelters shall not be permitted unless they are 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 animal houses, animal runs and animal shelters shall be screened with landscaping so that they are not visible to neighbors or from the street. Any animal house shall have the same external appearance, color and roof material as the home situated on the Lot. No animal house, animal shelter or animal run shall exceed twenty square feet (20 s.f.) in area. No animal house, animal shelter, or animal run shall be located within twenty feet (20') of any Lot line.

P. Towers and Antennas. No extension tower or antennas of any kind shall be constructed or maintained on any Lot or on the exterior of the residence.

Q. Noxious Activities, Livestock. No noxious or offensive activity, noise or odors shall be permitted on or to escape from any Lot, nor shall anything be maintained or done thereon which is or may become an annoyance or nuisance, either temporarily or permanently. No animal, livestock, pigs (including pot bellied pigs) or poultry of any kind shall be raised, bred or kept on a Lot, except that dogs, cats and other small commonly accepted domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes or sale to the public. All animals shall be tied, kept on a leash, fenced, confined by an underground electrical fence area whose perimeters are at least two feet (2') from all property lines, or kept in an animal run at all times.

R. Maintenance of Lot. The Owner or person in possession of any Lot, whether vacant or improved, shall

keep or cause to be kept all buildings, fences and other structures and all landscaping located on their property in good repair and keep the Lot free of debris. The Lot shall be mowed so that the grass or weeds do not exceed six inches (6") in height.

S. Construction Clean Up, Maintenance and Destruction of Property. Lot Owners and their contractors are reminded that construction sites are to be kept clean. Weekly clean up of trash and debris is required. The street is also to be kept free of debris and mud. The installation by the Lot Owner or builder of silt fences or equivalent erosion control is required on the downhill property line(s) and/or all other DNR and City requirements. The Lot Owners are responsible for their contractors and subcontractors.

In the event any Residence or other structure constructed on a Lot is damaged, either in whole or in part, by fire or other casualty, said Residence or other structure shall be rebuilt or remodeled within one hundred twenty (120) days from date of damage or destruction to comply with this Declaration; or in the alternative, if the Residence or other structure is not to be rebuilt, all remaining portions of the damaged structure, including the foundation and all debris, shall be removed from the Lot within thirty (30) days of damage or destruction and the Lot shall be restored to its natural condition existing prior to the construction of the Residence or other structure.

If a site is found to be in an unacceptable condition, the Lot Owner will be notified by phone and/or letter of violations. Lot Owners will have three (3) days to respond before the work is performed by others and the cost thereof assessed to the Lot Owner. Such cost shall be immediately due upon demand, and shall bear interest at the rate of twelve per cent (12%) per annum until paid in full. Such cost, and the accrued unpaid interest thereon, shall become a lien upon said Lot upon the filing of an affidavit in the office of the Recorder for Dallas County, Iowa, setting forth the notice, the failure of the Lot Owner to cure such default, the work performed by or on behalf of the person other than the Lot Owner and the cost thereof.

T. Sales Office. Declarant reserves the right to maintain one or more Lots as a model or a sales and display office for itself, for its marketing firm, or for any of the home builders who purchase Lots from Declarant; display or post signs of any type or size which are a part of the development and marketing of this Plat; and to have agents and employees equipment and material on any Lot used as a model or sales office.

U. Easements. Easements for the installation and maintenance of sanitary sewers, storm sewers, surface water flowage, bike trails, and public utilities and/or private utilities are reserved as shown on the recorded plat of Waterford Glenn. The Owner or occupant of any Lot in the Property shall, at such Owner's or occupant's expense, keep and preserve that portion of such easements within such Owner's or occupant's property, at all times, in good condition, and shall neither erect nor permit erection of any building or structure of any kind nor permit any growth of any kind within such easement area nor change the grade of any such easement area in any manner that might interfere in any way with the use, maintenance, repair, restoration or replacement of any of the utility services, drainage, bike paths, street trees or landscaping located in said easement area, without the prior consent of the City of Urbandale, Iowa or the utility company or companies for whose benefit such easement runs. Any such building or structure erected, growth permitted, or change in grade made within an easement area without such consent may be removed or regarded by the person for whose benefit such easement runs in the exercise of any rights granted by such easement without any obligation to such Lot Owner or occupant to restore, repair or replace such building, structure, growth or change in grade.

V. Surface Water Rights. The topography of Waterford Glenn 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 such easements as may exist for 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 law.

When construction of the home is complete the Lot on which the home has been built, as well as all adjacent Lots on which the Finish Grades have been disturbed by the Buyers home builder or contractors, must be restored to the Finish Grades, which are consistent with the original engineering design of the Plat.

In addition, the Buyers home builder or contractors must restore all Lots on which their building activities may have caused;

1. a disturbance of final soil stabilization
2. a disturbance of newly seeded ground for soil stabilization
3. removal of silt fence

to their original condition prior to the Buyers construction activities. This work must be done within seven (7) days after construction of the home has been completed

W. Signage. Signage within the Property impacts the aesthetics of the neighborhood and property values. All signage shall meet the following requirements and restrictions:

1. In connection with the construction of any residence or building upon any Lot in the Property the Lot Owner or person constructing such residence or building may erect project signage, financing signage, contractor, supplier or subcontractor signage, or real estate signage related to the construction and financing of such residence or building and the sale of such residence or sale of such building. All such signs shall be professionally constructed.
2. Once a Lot is sold and occupied as a residential dwelling unit, signage on that Single Family Lot, if any, shall be limited to (i) address signage, (ii) Owner identification signs, (iii) signs advertising real estate for sale ("For Sale Signs"), (iv) signs for garage sales ("Garage Sale Signs"), (v) signs for special events (such as birthdays, graduations, or anniversaries, hereafter "Event Signs"), and (vi) signs for political campaigns and public voting matters ("Political Signs"). For Sale Signs shall only be displayed while the applicable single-family residence is for sale and must be removed the day following the closing of the sale. Garage Sale Signs and Event Signs shall only be displayed one day before the sale or event, during the sale or event and must be removed by the day following the sale or event. No hand painted signs will be allowed. Except for address and Owner identification signs, no signs shall be erected on any building elevation, erected so that it is visible through window or glass openings or, except for vehicles with professionally made business signage on the vehicle, attached to vehicles parked within the neighborhood.
3. In the event a sign located on any Lot is not in compliance with the provisions of this Declaration (a "Non-Complying Sign") and in the event the Owner of such offending Lot fails to either remove the Non-Complying Sign or modify the Non-Complying Sign so that it is in compliance with the provisions of this Declaration, within three (3) days after such Owner receives written notice given by certified mail, return receipt requested, or delivered in person from Declarant, during the time that Declarant owns any of the Property, then Declarant shall have the right and easement to enter upon the offending Lot and remove and dispose of such Non-Complying Sign at the expense of the Owner of the offending Lot or sign. Notwithstanding the foregoing provisions, if a Non-Complying Sign has, at any time, been located on any Lot and if a written notice was given to the Owner of the offending Lot pursuant to the foregoing provisions (the "Non Complying Sign Notice") and if, within one (1) year following the date the Non-Complying Sign Notice was given, another Non-Complying Sign which is the same or similar to the Non-Complying Sign with respect to which the Non-Complying Sign Notice was given

(including, but not limited to, matters such as size, materials, construction, and type of sign) is located on such Lot, Declarant shall have the right and easement to enter upon the offending Lot, without notice, and remove and dispose of such Non-Complying Sign at the expense of the Owner of the offending Lot. The person or entity which removes and disposes of a Non-Complying Sign in accordance with the foregoing provisions shall have a right of action against the Owner of the offending Lot for all costs associated with removing and disposing of the Non-Complying Sign in accordance with the foregoing provisions, plus reasonable costs, including, but not limited to, attorneys' fees, of collecting such amount, plus interest at the lesser of (a) twelve percent (12%) per annum or (b) the maximum rate allowed by law from the date the applicable cost is incurred until all such amounts are paid in full, and such person or entity shall have a lien against such offending Lot from the day an affidavit reciting the giving of such notice (if notice was required), the performance of such work and the cost thereof is filed in the Office of the Recorder for Dallas County, Iowa, until such amount, plus the reasonable costs, including attorneys' fees, of collecting such amount and costs of filing of such lien, incurred by the lien holder, plus interest at the lesser of (a) twelve percent (12%) per annum or (b) the maximum rate allowed by law from the date the applicable cost is incurred until all such amounts are paid in full.

Additionally, the Owner of any Lot (including Declarant, during the period it owns any portion of the Property) shall have the right to give written notice to the Owner of the Lot with the Non-Complying Sign and/or to the Owner of such Non-Complying Sign and if Non-Complying Sign is not removed within three (3) days after written notice is given to such Owner by certified mail, return receipt requested, or by delivery in person, then the Owner who gave such notice shall have the right to seek injunctive relief to require such Non-Complying Sign to be removed and to obtain injunctive relief to prevent future non-compliance and the offending Lot Owner or Owner of such Non-Complying Sign shall be required to pay the attorney's fees, costs and expenses incurred by the applicable Owner in exercising its rights pursuant to the foregoing provisions.

The foregoing provision granting rights to Declarant or other Lot Owners with respect to Non-Complying Signs shall not limit or prevent any other person who has the right to enforce these Declarations from exercising any of their other rights with respect to the violation by an Owner of the foregoing provisions.

ARTICLE III

Assessments

Section 1: Purpose of Assessments.

The assessments provided for herein shall be used for the maintenance, repair and replacement obligations to the Common Area and the obligations imposed by the City of Urbandale, Iowa described in the Waterford Glenn Storm Water Management Facility Maintenance Covenant and Permanent Easement Facility as filed on January 8, 2016, in Book 2016 Page 296 in the Office of the Dallas County Recorder.

Section 2: Creation of Lien and Personal Obligation of Assessments.

Each Owner of a Lot by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments, such assessments to be established and collected as provided in this Declaration,
- (b) special assessments, such assessments to be established and collected as provided in this Declaration,
- (c) individual or specific assessments against any particular Lot which are established pursuant to the

terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot in accordance with this Declaration. Any such assessments, together with late charges, simple interest at the rate of eighteen percent (18%) per annum, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be both a personal liability of each Owner and an equitable charge and a continuing lien upon the Lot for which the Owner is responsible for such payment. Each Owner shall be personally liable for assessments coming due while the Owner is the Owner of a Lot and Owner's grantee shall take title to such Lot subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his/her grantor any amounts paid by such grantee therefor; provided, however, the lien for unpaid assessments shall not apply to the holder of any first Mortgage or to the holder of any Mortgage securing a loan made by Association, its affiliates, successors, or assigns, who takes title to a Lot through foreclosure, or to any purchaser of a Lot at such foreclosure sale. Any purchaser of a Lot through a foreclosure sale shall thereafter be subject to all future assessments. In the event of co-Ownership of any Lot, all of such co-Owners shall be jointly and severally liable for the entire amount of such assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Association, provided that unless otherwise provided by the Association, the assessments shall be paid in annual installments. Notwithstanding anything herein to the contrary, the declarant shall not be assessed for any Lot owned by the Declarant.

Section 3. Computation and Payment of Annual Assessments.

The Common Expenses to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

- (i) Management fees and expenses of administration, if any including legal and accounting fees;
- (ii) Utility charges for utilities as needed, including surcharges, for above normal costs for and charges for Common Areas for the plat;
- (iii) The cost of any policies of insurance purchased for the benefit of all the Owners with respect to the Common Area and the Association as required or permitted by this Declaration, including fire, flood, and other hazard coverage, public liability coverage, and such other insurance coverage as the Association determines to be in the interests of the Owners;
- (iv) Ad valorem real and personal property taxes if any are assessed and levied against the Association;
- (v) The establishment and maintenance of a reasonable reserve fund or funds: (A) for inspections, maintenance, repair, and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be inspected, maintained, repaired, or replaced on a periodic basis, (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Associations.
- (vi) All expenses lawfully incurred by the Association in accordance with the Declaration and as may be assessed against all Lots in Waterford Glenn shall constitute part of the expenses lawfully incurred.

Section 4. Liens.

All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Lot except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first Mortgage or on any Mortgage to Association, or its affiliates, successors, or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument.

Section 5. Effect of Nonpayment; Remedies of the Association.

Any assessments of an Owner or any portions thereof which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Association from time to time and shall also commence to accrue (as of the initial date of delinquency, including any grace period) simple interest at the rate of eighteen percent (18%) per annum. A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable, and if an installment of the assessment for such year has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Association and be declared due and payable in full. The continuing lien and equitable charge of such assessment shall include the late charge established by the Association, interest on the principal amount due at the rate of eighteen percent (18%) per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law.

Section 6. Certificate.

The Treasurer, any Assistant Treasurer, or the manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time reasonably determined by the Association, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by said Treasurer, Assistant Treasurer, or manager setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence of payment of any assessments stated therein to have been paid. The Association may charge for such certification.

ARTICLE IV

Enforcement of Covenants

A. Legal Action. These Covenants shall be deemed to run with and be a burden upon the land to which they apply and all improvements thereon. The Owner of any Lot or portion thereof to which this Declaration applies may bring an action in any court of competent jurisdiction to enforce these Covenants and to enjoin their violation, mandate their compliance, or to recover damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity. If any violation of any of the provisions, covenants, conditions and restrictions of this Declaration is established, then the person or persons found violating such provision, covenants, conditions and restriction, in addition to any other applicable remedy or relief, shall be liable to the person bringing such action for the reasonable attorney's fees and expenses incurred by the person bringing such action.

B. Delays in Enforcement. No delay or omission on the part of any Owner of land to which this Declaration applies in exercising any right, power or remedy herein allowed shall be construed as a waiver or acquiescence therein. No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against Declarant or any officer, employee or agent thereof on account of any action or inaction under this Declaration.

C. Conflict with Governmental Regulations. All property subject to this Declaration shall also be subject to any and all regulations of the City of Urbandale, Iowa and any other governmental entities having jurisdiction, including, but not limited to, zoning ordinances, subdivision ordinances, building codes and other such regulations. Whenever there is a conflict between the provisions of this Declaration and the ordinances, statutes or regulations of the City, County, State, Federal or other applicable governmental entity having jurisdiction over Waterford Glenn, that provision which is most restrictive shall be binding.

ARTICLE IV.

Term of Covenants; Severability

A. Duration. These Provisions, Covenants, Conditions and Restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, or the Owner or Owners from time to time of any Lots subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until ten (10) years after filed or unless otherwise amended. After the expiration of the ten (10) year period said covenants shall be automatically extended for successive periods of five (5) years on each fifth anniversary thereof, unless a written instrument, signed and acknowledged by not less than the Owners of more than fifty-one percent (51%) of the Lots shall, prior to such anniversary date, be recorded with the Dallas County Recorder abrogating or modifying the same in whole or in part.

Notwithstanding anything in this Declaration or by statute to the contrary, any of the covenants, conditions, provisions and restrictions of this Declaration may be amended or abrogated at any time by Declarant, or its successors and assigns, without the concurrence of any other Lot Owner, so long as Declarant or such successor or assignee to the entirety of Declarant's remaining interest in said Lots 1 through 48, Waterford Glenn, owns one or more such Lots that remains unsold to a homebuilder or homeowner. Such modifications or abrogation shall be by a written document duly signed and acknowledged by Declarant, or such successor or assignee, and recorded with the Recorder for Dallas County, Iowa. At such time as the Declarant is no longer in order of any Lot in the Plat, the Declaration can be amended by the majority vote of all of the Owners of Lots in the Plat.

B. Severability. In the event that anyone or more of the terms or conditions of this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining covenants, conditions, restrictions or terms not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.

C. Authority for Execution by Declarant. The provisions of the Articles of Incorporation and any accompanying documentation, including By-Laws or Resolutions regarding, the authority to execute documents regarding property on behalf of Declarant, remain in full force and effect and are true and correct and are incorporated herein by this reference.

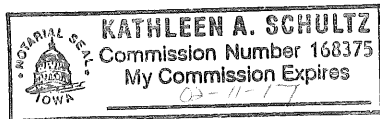
IN WITNESS WHEREOF, Declarant, Waterford Glenn, L.L.C., a limited liability company organized and existing under the laws of Iowa, has caused this instrument to be duly executed on this the 11th day of November, 2015.

WATERFORD GLENN, L.L.C.


By: Vista Real Estate and Investment Corporation, Its Manager
David J. Harmeyer, President

STATE OF IOWA
COUNTY OF POLK

Signed and affirmed before me on the 11th day of November, 2015, by David J. Harmeyer in his capacity as President of Vista Real Estate and Investment Corporation.



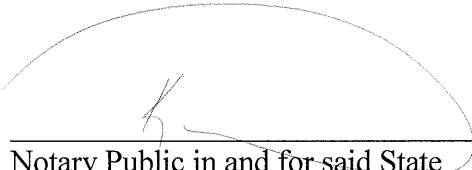

Notary Public in and for said State

Exhibit "A"

510854

761296 ARTI \$20.00 DIANEZ 11/1/15

**ARTICLES OF INCORPORATION
OF
WATERFORD GLENN HOMEOWNERS ASSOCIATION, INC.**

The undersigned, acting as incorporator of a corporation pursuant to the provisions of the Iowa Nonprofit Corporation Act under Chapter 504 of the Code of Iowa, adopt the following Articles of Incorporation for such corporation:

ARTICLE I. NAME AND PRINCIPAL OFFICE

The corporation shall be known as "Waterford Glenn Homeowners Association, Inc."

ARTICLE II. CORPORATE EXISTENCE

The corporate existence of this corporation shall begin upon the date these articles are filed with the Secretary of State and the period of its duration is perpetual.

ARTICLE III. PURPOSE AND POWER OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within property described as:

Waterford Glenn Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

which is now or hereafter platted as official subdivision plats and which contains residential Lots subject by covenants of record to assessment by the Association, and the provide the health, safety and welfare of the residents within the above described property and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all the duties and obligations of the Association as set forth in Declaration of Covenants, Conditions and Restrictions of Waterford Glenn Homeowners Association, Inc., hereinafter called the "Declaration," applicable to the property and recorded in the Office of the Dallas County, Iowa Recorder and as the same may be amended from time to time as therein provided, each Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of a Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of the members entitled to

vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members entitled to vote, agreeing to such dedication, sale or transfer.

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 504, Code of Iowa, may now or hereafter have or exercise.

ARTICLE IV. MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any Lot in Waterford Glenn Plat 1 shall be a member of the Association. A vendee in possession under a recorded contract of sale of any Lot shall be deemed the owner of such Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE V. VOTING RIGHTS

1. All Owners shall be entitled to one vote in the Association 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

2. Notwithstanding the above, the Declarant, Waterford Glenn, L.L.C. its successors and assigns, shall hold all voting rights as set forth in the Declaration and the Bylaws.

3. Notwithstanding anything hereinabove to the contrary, the voting rights of an Owner may be limited by the Bylaws of the Association.

ARTICLE VI. REGISTERED OFFICE AND AGENT

The address of the initial registered office of the corporation is 2400 86th Street, Ste. 24, Urbandale, IA 50322 and the name of its initial registered agent at such address is David J. Harmeyer.

ARTICLE VII. BOARD OF DIRECTORS

The number of the initial Directors shall be two (2) and the initial Directors shall be:

David J. Harmeyer
2400 86th Street
Urbandale, Iowa 50322

Scott L. Temple
2400 86th Street
Urbandale, Iowa 50322

At such time as the first annual meeting of the Members, the number of Directors may be increased to five (5).

ARTICLE VIII. INDEMNIFICATION

1. The Association shall have all powers to indemnify and advance expenses to its directors, officers, employees, members and volunteers as set forth in Chapter 504, Code of Iowa.
2. The Association shall indemnify and advance expenses to its directors, officers, employees and volunteers to the full extent and in the manner provided in Chapter 504, Code of Iowa. If Chapter 504, Code of Iowa, is hereafter amended to authorize further indemnification or advancement of expenses to directors, officers, employees and volunteers, then the directors, officers, employees, members and volunteers of the Association shall be further indemnified and be entitled to further advancement of expenses to the full extent then authorized by Chapter 504, Code of Iowa.
3. The indemnification and advancement of expenses provided by, or granted pursuant to, this article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in any capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, member or volunteer, and shall inure to the benefit of the personal representative, heirs, executors and administrators of such a person.
4. Any repeal or modification of the above provisions of this Article VIII shall not adversely affect any right of a director, officer, employee, member or volunteer of the Association for indemnification, advancement of expenses, elimination of liability or limitation of liability for any act or omission occurring before such repeal or modification.

ARTICLE IX. BYLAWS

The initial Bylaws of the corporation shall be adopted by its initial Board of Directors, and the power to thereafter alter, amend, or repeal the same or adopt new Bylaws is reserved to the members of the corporation entitled to vote.

ARTICLE X. DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members entitled to vote and signed by the City of Urbandale, Iowa. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI. AMENDMENTS

Amendment of these Articles shall require the assent of two thirds (2/3) of the membership entitled to vote.

ARTICLE XII. INCORPORATOR

The name and address of the incorporator is Clifford S. Swartz, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266.

DATED this 6th day of November, 2015.



Clifford S. Swartz, Incorporator

FILED
IOWA
SECRETARY OF STATE

11-6-15 12:12pm

W01016816

EXHIBIT B

BYLAWS of WATERFORD GLENN HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Waterford Glenn Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2400 86th Street, Ste. 24, Urbandale, IA and meetings of members and directors may be held at such places within the State of Iowa as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Waterford Glenn Homeowners Association, Inc.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, as more particularly defined in the Declaration, including the storm water detention area.

Section 3. "Declarant" shall mean and refer to Waterford Glenn, L.L.C., its successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 4. "Declaration" shall mean and refer to the Declaration of Use Restrictions, Covenants and Building Specifications for Waterford Glenn applicable to the Properties recorded in the Office of the Recorder of Dallas County, Iowa. Any terms used in these Bylaws and not defined herein shall have the meaning, if any, as set out in the Declaration.

Section 5. "Lot" shall mean and refer to any individual parcel of land which is described as a Lot upon the recorded plat in Waterford Glenn, an Official Plat, in Urbandale, Dallas County, Iowa.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 7. "Owner" shall mean and refer to the record holder or holders of the fee simple title, or the actual holder or holders of said fee simple title or any contract vendor for any Lot.

Section 8. "Properties" shall mean and refer to that certain real property described in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held on the first Tuesday of November, 2016, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-half (1/2) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to each member entitled to vote at said meeting, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereon shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Suspension of Voting Rights. A Member's voting rights shall be suspended for any period during which any assessment against the Member's Lot(s) remains unpaid. The Board of Directors may suspend, for a period not to exceed sixty (60) days, a Member's voting rights for any infraction of the Association's published rules and regulations.

Section 7. Declarant's Voting Rights. Notwithstanding anything herein to the contrary, the Declarant shall have the sole voting rights in the Association until such time as the Declarant or its successors or assigns no longer owns a Lot in Waterford Glenn .

ARTICLE IV

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of one to five directors.

Section 2. Election and Term of Office. Board members shall be elected by the Members pursuant to Article V of these Bylaws and shall serve until the next ensuing annual meeting of Members or until their successors have been duly elected and qualified.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one or two members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret, written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use and maintenance of the Common Area, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the members who are entitled to one vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the necessary assessment against each Lot at least thirty (30) days in advance of such assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period deadline

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area and the Association Responsibility Elements to be maintained. The Board of Directors shall have the authority to do all things necessary to maintain, repair and replace the Common Area and Association Responsibility Elements and to make payment therefor, after approval by the Board of Directors. The Board's authority shall include, but not be limited to designation and removal of personnel necessary for the maintenance, repair and replacement of the common areas and facilities. Amounts paid for the maintenance of common areas and facilities shall become a special assessment and payable under the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Office. The officers of this Association shall be a president, vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members. Such officers shall be elected from the members of the Board of Directors.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed, or otherwise disqualified to serve, or until a successor is elected.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant on Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The vice president shall act in the place and stead of the president, in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association may appoint an Architectural Committee and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOK AND RECORDS

The books records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable price.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association such assessments as allowed by the Declarations which assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum or the maximum rate allowed by Iowa law, whichever is greater, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

WRITTEN INSTRUMENTS, LOANS CHECKS AND DEPOSITS, MERGERS

Section 1. Written Instruments - Real Property. All transfers, conveyances, leases, mortgages or assignments of real estate or of any interest thereon shall be executed by the President or Vice President and attested to by the Secretary or Treasurer. No dedication, sale or transfer of all or any part of the Common Area to any public agency, authority or utility shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members agreeing to such dedication, sale or transfer.

Section 2. Written Instruments - Personal Property. All transfers, conveyances, leases or encumbrances of personal property or any interest therein shall be executed by any officer of the corporation or any agent authorized by the Boards of Directors. All judgments or other liens shall be satisfied, discharged or released or assigned by any officer of the Association.

Section 3. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authority may be general or confined to specific instances. The Association may mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred only with the assent of two-thirds (2/3) of the Members.

Section 4. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by the Treasurer and co-signed by the President or by such other officers or agents of the corporation as shall

be determined and authorized by resolution of the Board of Directors.

Section 5. Deposits. All corporate funds not otherwise employed shall be deposited to the credit of the corporation at such banks, savings and loans, credit unions, trust companies or other depositories as the Board of Directors may select.

Section 6. Mergers. The Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes as the Association or annex additional residential property in Common Area only with the assent of two-thirds (2/3) of the Members.

ARTICLE XIII

CORPORATE SEAL

The Association shall not have a corporate seal.

ARTICLE XIV

INDEMNIFICATION

Section 1. Indemnification: Third Party Actions. Except for any prohibition against indemnification specifically set forth in these Bylaws or in Chapter 504A, Code of Iowa, at the time indemnification is sought by any Member, director, officer, employee, volunteer or agent of the corporation, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a Member, director, officer, employee, volunteer or agent of the corporation, or is or was serving at the request of the corporation as a Member, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (such serving as a director, officer, employee or agent of the corporation at the request of the corporation referred to herein as "serving on behalf of or at the corporation's request"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Indemnification: Further Provisions. If a Member, director, officer, employee, volunteer or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that the indemnification of such person is proper because he or she has met the applicable standard of conduct set forth in Section

1; such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors not parties to such action, suit or proceedings, or (2) in a written opinion by special independent counsel selected by the Board of Directors by a majority vote of a quorum consisting of directors not parties to such action, suit or proceedings, or (3) if the requisite quorum of the full Board of Directors cannot be obtained through disinterested directors, in a written opinion by special independent legal counsel selected by a majority vote of the full Board of Directors in which directors who are parties may participate. Expenses incurred by defending a civil or criminal action, suit, or proceedings may be paid by the corporation in advance of the final disposition of such action, suit or proceedings as authorized in the manner provided in this Section 2 upon receipt of an undertaking by or on behalf of such person that such person believes in good faith that he or she has met the applicable standard of conduct set forth in Section 1 and that such person will repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified as authorized herein. The indemnification and advancement of expenses provided herein shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision in the articles of incorporation or by-laws, any agreement, any vote of members or disinterested directors, or otherwise, both as to actions in the person's official capacity entitling the person to indemnification and advancement of expenses under these provisions and as to actions on other capacities concurrently held by those seeking indemnification or advancement of expenses. However, no person shall be provided indemnification by any provision of the articles of incorporation or by-laws, by any agreement, or otherwise, for any breach of a duty of loyalty to the corporation or its Members, for any action nor omission not in good faith or which involves intentional misconduct or knowing violation of the law, or for any transaction from which the person derives an improper personal benefit. The indemnification provided herein shall continue as to a person who as ceased to be a Member, director, officer, employee, volunteer or agent and shall inure to the benefit of the heirs, executors, personal representatives and administrators of such a person. The Board of Directors shall have the power to purchase and maintain insurance on behalf of or at the corporation's request against any liability asserted against him and incurred by him in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions hereof.

ARTICLE XV

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, I being a director of Waterford Glenn Homeowners Association, Inc. have hereto set my hand this 11th day of November, 2015.

Waterford Glenn, LLC, an Iowa limited liability company

By Vista Real Estate and Investment Corporation,
Manager

By: [Signature]
David J. Harmeyer, President

STATE OF IOWA, COUNTY OF DALLAS

This record was acknowledged before me this 11th day of November, 2015, by David J. Harmeyer in his capacity as President of Vista Real Estate and Investment Corporation.



[Signature]
Signature of Notary Public

2024-02490

RECORDED: 02/26/2024 04:02:50 PM

RECORDING FEE: \$152.00

COMBINED FEE: \$152.00

REVENUE TAX: \$

RENAE ARNOLD, RECORDER

DALLAS COUNTY, IOWA

Preparer: Seth D. Dodge, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801 (142020)
Return To: Seth D. Dodge, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
BARRETT ESTATES PLAT 3, URBANDALE**

This Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration") is made effective the 12 day of Feb, 2024, by **Kwality Custom Homes, LLC**, an Iowa limited liability company (hereinafter collectively referred to as "Developer") and is intended to cover the **Barrett Estates Plat 3** as described herein.

R E C I T A L S

1. Developer is the Owner of the following described real property (hereinafter referred to as the "Property") located in Dallas County, Iowa:

Barrett Estates Plat 3, an official plat, city of Urbandale, Dallas County, Iowa.

2. Developer is an Iowa limited liability company, offering for sale, lots and tracts located within **Barrett Estates Plat 3**, part of the City of Urbandale.

NOW, THEREFORE, the Developer subjects the Property to this Declaration as follows:

ARTICLE I DECLARATION

1. Declaration. The Developer hereby declares, imposes upon and charges the Property with the Restrictions set forth in this Declaration, all of which will constitute covenants running with the land and be binding upon all Owners. The Developer further subjects such further property as may be added to this Declaration as described herein.
2. Purpose. The purpose of the Restrictions are to (1) preserve and protect the Property for residential purposes only; (2) exclude and prevent nuisances and prevent unreasonable impairment of the attractiveness and value of the Property; (3) protect the value and desirability of the Property; (4) enhance, preserve and protect the peace and tranquility of a Single Family residential community; and (5) assure to each homeowner the full benefit and enjoyment of his or her home investment with no greater limitations on the free and undisturbed use of his or her Lot than is necessary to assure the same advantages to the other Owners to provide for continued and uninterrupted services for utilities and otherwise by ensuring access to commonly held properties for the good of the development and Association.

ARTICLE II DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1. "Additional Land" All real estate, further described herein, which may, after the recordation of this Declaration, be made subject to, or removed from, this Declaration by the filing of a supplemental declaration.
2. "Association" means the **Barrett Estates Plat 3 Association, Inc.**, an Iowa non-profit corporation established for the purpose of operating a homeowner's association.
3. "Association Responsibility Elements" shall mean and refer to any Lot or Common Area owned by the Association:
4. "Board of Directors" The Board of Directors of the Association.
5. "Buildings" The main structures located on the Lots.
6. "Bylaws" shall mean and refer to the Bylaws of the Association, as amended.
7. "City" shall mean the city of Urbandale.
8. "Common Area" shall mean and refer to all real property within the Properties to which the Association holds title, together with any improvements thereon for the common use,

enjoyment and benefit of the Owner, as well as to the Storm Water Detention Area and Landscape Buffer Easement Area as shown on the Plat map.

9. "Control Period" shall mean and refer to the period commencing on the date this Declaration is filed of record with the County Recorder and terminating at such time as Declarant no longer has any ownership interest in the Lots, during which period Declarant reserves the right to amend this Declaration, to have sole voting control, and authority with respect to the Association and Board of Directors, to create, dedicate and maintain easements, and to exercise any and all other rights and privileges under the Declaration and the Bylaws.
10. "Developer" or "Declarant" is as defined in the introductory paragraph and includes said entities successors and assigns.
11. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, as may be amended.
12. "Improvement" means the construction of any building, structure, enclosure, fence, wall, hedge, pole, driveway, parking area, pond, and any external alteration of the color, shape or size of the same and any major landscaping performed on a Lot or other property located within the Property or any part thereof. "Improvement" does not include any garden shrub or tree replacement or other repairs or replacements which do not change the exterior appearance of the existing Improvements.
13. "Living Unit" shall mean and refer to any portion of a Building situated upon a Lot designated and intended for use and occupancy as a residence by a single family or individual and the attached or detached garage appurtenant thereto.
14. "Lot" means any parcel or tract of land situated within the Property, as presently platted or as may be re-platted or added in the future, having specific boundaries designated as a lot or tract shown on any recorded plat or subdivision map of the Property.
15. "Member" shall mean and refer to those Persons entitled to membership in the Association as provided in this Declaration.
16. "Owner" means the record owner or owners of the fee simple title to any Single-Family Dwelling which is part of the Property. It shall not include mortgage or lien holders until such time as title is transferred by deed or foreclosure.
17. "Person" shall mean and refer to an individual or legally recognizable entity or fiduciary
18. "Plat" means the pertinent plat, as applicable, of the Barrett Estates Plat 3, recorded in the office of the Register of Deeds of Dallas County, Iowa, as the same may be amended or re-platted from time to time and any future Plats filed showing additional land.
19. "Properties" shall mean and refer to all real property subject to this Declaration as set forth herein and together with such additional land when annexed and subjected to this Declaration by an amended Declaration.

20. "Restrictions" means all of the restrictions, covenants, conditions and easements set forth in this Declaration.
21. "Rules and Regulations" means the rules and regulations adopted from time to time by the Association which shall be binding upon the Owners and occupants of the Single Family Dwellings.
22. "Single Family" means one or more individuals, related by blood or law, living as a single household unit. A Single Family shall not include more than three adults who are unrelated by blood or law.
23. "Single Family Dwelling" means each separate lot, as the same are platted or as the same may be re-platted in the future, with its own separate legal address.

ARTICLE III ASSOCIATION AUTHORITY AND RIGHTS IN COMMON AREA

1. Association Authority and Obligations. The Association, through its Board of Directors, shall have the right, power and authority to provide for the enforcement of this Declaration; to have sole control and jurisdiction over the Association Responsibility Elements; to be responsible to operate, maintain and keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management; to establish, levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided; to enter into contracts as may be necessary or desirable to carry out the provisions of this Declaration' and to otherwise establish such rules and regulations governing use of the Lots and Association Responsibility Elements which are in the best interests of the Association.
2. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws or by applicable law, all rights and powers of the Association may be exercised by the Board of Directors at its discretion without a vote of the Members.
3. Control of Association. Notwithstanding anything to the contrary provided in this Declaration, during the Control Period Declarant shall have the sole voting control and authority to exercise any right or privilege granted or delegated to the Association or its Board of Directors under this Declaration or the Bylaws. At the end of the Control Period, all such voting control and authority shall automatically transfer to the Members and the Association, as applicable. Each Owner by acceptance of a deed shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.
4. Personal Liability. No Member of the Board of Directors, no officer, manager, agent or other employee of the Association shall be personally liable to any Member or any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board of Directors,

and any officer, manger or other employee of the Association; provided, however, the limitations set forth in this Section shall not apply to any Persons who has failed to act in good faith or has engaged in willful or intentional misconduct.

5. Managing Agent. Declarant or the Association shall have the right and authority to enter into a contract for the professional management and operation of the Association, and the management fee thereof shall become a part of the annual assessment. IN the event Declarant or the Association shall delegate any or all of its duties, obligations or responsibilities to a managing agent, neither Declarant, the Association, nor the Owners shall be liable for any omission or improper exercise by the managing agent of any such duty, obligation or responsivity so delegated.
6. Contracts and Agreements. Declarant or the Board of Directors may enter into any contract, easement, lease, license or other agreement, and engage the services of and discharge any managing agent, manager, independent contractor, accounting, legal or engineering professionals or other employee as may be necessary or desirable to carry out the provisions of this Declaration. Declarant or the Board of Directors, in its sole discretion, shall determine the duties and compensation of all such Persons so employed.
7. Owners Easement and Right of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of Declarant or the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes. Upon transfer of fee title to the Common Area to the Association, no such dedication or transfer shall be effective unless an instrument filed or record by the Association with the County recorder consenting to such dedication or transfer has been authorized by seventy-five percent (75%) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.
8. Use of Common Area. The Common Area shall be used strictly in accordance with the provisions of this Declaration. No Owner shall obstruct or interfere whatever with the rights and privileges of the other Owners, Declarant or the Association in the common Area. Nothing shall be planted in, altered in, constructed in, or removed from the Common Area, except upon written consent of the Board of Directors.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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. When more than one Person holds an interest in any Lot, all such Persons shall be Members. Ownership of a Lot shall be the sole qualification for membership.
2. Voting. There shall be appurtenant to each Lot one vote in the Association. When more than one Person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

3. Declarant as Sole Voting Member. Notwithstanding any other provision of this Declaration, Declarant during the Control Period shall be the sole voting Member of the Association unless Declarant waives, in writing, its right to be the sole voting Member. Declarant shall have the right to cast votes as it deems appropriate.
4. Board of Directors. During the Control Period, Declarant shall have the right to name all members of the Board of Directors or it may elect to act as the Board of Directors in the Place of the Directors. Thereafter the Members entitled to vote shall elect a Board of Directors as prescribed by the Bylaws. In addition to any right, power or privilege authorized hereinafter, the Board of Directors shall manage the affairs and business of the Association.
5. 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.
6. Duration. No dissolution of the Association shall occur unless another association or equivalent entity has been created to succeed to the duties and responsibilities of the Association under this Declaration.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, and each Owner of any 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) regular assessments or charges (2) special assessments for capital improvements and operating deficits, and (3) other special assessments as provided herein, such assessments to be established and collected as hereinafter provided. The assessments, together with 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 assessment is made senior to all liens except a first mortgage of record and any ad valorem taxes. Each such assessment, together with interest costs, and reasonable attorney's fees, shall also be the joint and several personal obligations of each Person who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by such successor.
2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Lots; for carrying out the general duties and powers of the Association, including, but not limited to, decoration, operation, management, improvement, maintenance, repair, reconstruction, restoration, replacement, removal and preservation of the Association Responsibility Elements; for payment of insurance and real estate taxes and assessments associated with the Association and the Association Responsibility Elements; 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.

3. Maximum Regular Assessment and Notice. The Board of Directors shall establish the maximum regular 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. The Board of Directors shall establish the amount of the regular assessment against each Lot at least thirty (30) days prior to January 1 of each year. Any proposed increase of more than thirty percent (30%) greater than the regular assessment levied for the previous year shall require the consent of seventy-five percent (75%) of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the regular assessment, special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owners subject thereto.
4. Reserve Fund. A portion of the regular assessment shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Association Responsibility Elements and any capital improvements which 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.
5. Special Assessments for Capital Improvements and Operating Deficits. In addition to the regular assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement for any Association Responsibility Element, including fixtures and personal property relate thereto which 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 seventy-five percent (75%) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.
6. Uniform Rate of Assessment. Both regular and special assessments must be fixed at a uniform rate for all like Lots.
7. Commencement of Regular Assessments; Due Dates. The regular assessments provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance to an Owner of a completed Living Unit constructed on the Lot. The maintenance responsibilities of the Association as to each Lot shall commence concurrently with the commencement of regular assessments. The regular and special assessments for each Lot conveyed by Declarant to a third party shall become the obligation of the new Owner upon transfer of the Lot. The new Owner shall then begin making payments of regular and special assessments when the next regular installment is due for such Lot. The Board of Directors shall establish the due dates for all assessments. All payments shall be made on or before the due date.
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 Lot in the manner provided for foreclosure of a

mortgage, or both, and there shall be added to the amount of said assessment all costs 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. Declarant Exempt from Assessments. Declarant shall not be liable for regular or special assessments upon Lots owned by it. Declarant is not responsible for the establishment of a budget during the Control Period. The Association and Declarant are not required to submit statements for assessments to any Owner.
10. Subordination of Assessment Liens. The lien of 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 Lots (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.
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 VI DECLARANT'S RIGHTS

1. Marketing of Living Units and Offices. Declarant reserves the right to use any of its Units as models and to sell, assign, or conduct other business in connection with the construction and development of the Properties from any of its Living Units prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain an office, staff the office with employees, display signs, and show any of its Living Units then unsold. Neither the Owners nor the Association nor the use of the Association Responsibility Elements shall interfere with the construction of improvements and sale of the Lots or Living Units by Declarant.
2. Construction of Buildings and Landscaping. Declarant reserves the right to make changes in the number, location, or manner of construction of Buildings and other improvements; provided, that in all cases, such changes shall be accomplished in a manner consistent with applicable laws and ordinances. Declarant further reserves the right to change the plantings and other landscaping elements within the Properties from time to time in its sole discretion.
3. Variation and Adjustments. Declarant reserves the right to substitute for any of the materials, equipment and appliances, such materials, equipment and appliances of equal or better quality.

ARTICLE VII MAINTENANCE

1. Maintenance of Storm Water Detention Facility. Declarant shall be responsible only for the initial installation and construction of any applicable Storm Water Detention Facility. Upon completion of the initial construction, the Designated Owner (defined in the Storm Water Detention Agreement), at its expense, shall be responsible for all obligations and duties required to be performed for maintenance of the Storm Water Detention Facility and Easement Area under the Storm Water Detention Agreement. Nothing shall be altered in, constructed in, or removed from the Storm water Detention Facility or Easement Area. No Owner shall obstruct or interfere whatever with the duties and responsibilities of the Designated Owner to perform its maintenance obligations relating to the Storm Water Detention Facility and Easement Area. The Surface Water Flowage and Detention Easement area is described as follows:

A Surface Water Flowage Easement located in Barrett Estates Plat 3, an official plat in the City of Urbandale, Dallas County, Iowa, that is more particularly described as follows:

Beginning at the Southwest corner of Lot 25 of Barrett Estates Plat 3; thence, N30°00'00"E, 62.41 feet to a point; thence, S61°32'29"E, 81.24 feet to a point; thence, S29°01'43"E, 57.73 feet to a point; thence, S51°37'56"E, 62.91 feet to a point on the east line of Lot 23; thence, S26°36'34"W, 15.26 feet to the Southeast corner of said Lot 23; thence, N74°00'00"W, 43.38 feet to a point; thence, N60°00'00"W, 151.77 feet to the Point of Beginning. (Storm Water Detention Area).

2. Assessment for Maintenance Services. All charges incurred for maintenance services provided or contracted for on behalf of the Owners by Declarant or the Association as needed in connection with the operation, maintenance and repair of the Association Responsibility Elements shall be paid by the Association and the costs of the same shall become a part of the regular assessment.
3. Landscaping. The Association shall have the sole control over all trees, shrubs, landscaping plantings, retaining wall structures or other stabilization plantings and decorative features within the Storm Water Detention Area. The Board of Directors shall have the right to change the plantings and other landscaping elements within the Common Areas from time to time in its sole discretion. The Association shall keep and maintain the existing landscaping in the landscape buffer easement located on Lot 1 and adjacent to 142nd Street. No fence may be installed in the 50 feet setback along 142nd Street.
4. Utilities. Each Owner shall be responsible for payment of all charges incurred for electricity, water, trash removal, gas, sewer, telephone, telecommunications, cable, televisions, and similar utility services to the Owners' Lot, unless otherwise provided by the Association. All other charges for utilities and common services as need in connection with maintenance or operation of the Association Responsibility Elements shall be paid by the Association and the costs of the same shall be assessed against each Lot as part of the regular assessment.

5. Shared Facilities, Equipment and Fixtures. To the extent that facilities, equipment and fixtures, including fences, within any Lot shall be connected to similar facilities, equipment or fixtures affecting or serving other Lots, then the use thereof shall be subject to the rules and regulations of the Association.
6. 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 relating to the Association Responsibility Elements. An Owner shall be liable to the Association for the expense of any Maintenance, repair or replacement to the Association Responsibility Elements rendered necessary by any intentional, willful, negligent or careless act of such Owner or by that of family, guests, tenants or licenses 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.

ARTICLE VIII INSURANCE

1. Casualty Insurance. The Association shall obtain a master casualty insurance policy or policies affording fire and extended coverage insurance for the Association Responsibility Elements in an amount equal to the full replacement value thereof. The Association may obtain "all risk" coverage for the Association Responsibility Elements. The Association may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the regular assessment for each Lot. Such insurance coverage shall be for the benefit of the Association, each Owner, and if applicable, the first mortgagee of each Lot. The master casualty insurance policy, and "all risks" coverage if obtained, shall (to the extent the same are obtainable) contain provision that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, the Owners and their respective agents and guests, and (b) waives any defense based on invalidity based upon the acts of the insured; and providing further that the insurer shall not be entitled to contribution against casualty insurance with may be purchased by any Owner as hereinafter permitted.
2. Liability Insurance. The Association shall also 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 or 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 occupy any Lot. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to, worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf to the Association. Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association.

3. Distribution to Mortgagee. In no event shall any distribution of proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event, any remittances shall be to the Owner and the mortgagee jointly, or in accordance with the terms of any endorsement in favor of the mortgagee.
4. Annual Review of Policies. The Board of Directors shall review at least annually all insurance policies acquired by the Association for the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.
5. Assessment for Insurance. The premiums for all such insurance hereinabove described shall be paid by the Association and the costs of the same be assessed against each Lot as part of the regular assessment. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes or termination shall be promptly furnished to each Owner, mortgagee, the City of whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Members of the Association.
6. Additional Insurance. Unless otherwise determined by the Board of Directors, each Owner, at such Owner's expense, shall be responsible for obtaining homeowner's liability insurance and casualty insurance affording coverage for personal property and the contents and components of the Owner's Living Unit which is not part of the Association Responsibility Elements, such as floor, ceiling, and wall coverings and fixtures, betterments and improvements, clothing, furniture, electronics, collectibles and non-built in appliances. Such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association as follows: the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, the Owners and their respective agents and guests, and (b) waives any defense based on invalidity based upon the acts of the insured; and providing further that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by any Owner as hereinafter permitted.
7. Casualty and Restoration. Damage to or destruction of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of any Building to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same or similar type of architecture.
8. Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing any Building so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the

Association, which shall then have the right to levy a special assessment against all Lots of the amount of such deficiency.

9. Surplus of Insurance Proceeds. If there is any surplus of insurance proceeds after reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Properties, or, in the discretion of the Board of Directors, may be distributed to the Owners of the Building affected and their mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damages shall not constitute a waiver of any rights against Owner for committing willful or malicious damage.

ARTICLE IX ARCHITECTURAL CONTROL

1. Architectural Review. No building, fence, wall or other structure, except as originally constructed by or on behalf of Declarant, shall be commenced, erected, altered, or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof, other than by the Board of Directors, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. Any change in the appearance or the color of any part of the exterior of a Building shall be deemed a change thereto and shall require the approval by the Board of Directors.
2. Building Area: No dwelling shall be constructed or permitted to remain upon any plot in this subdivision unless it meets with following floor area requirements:
 - a. One story dwellings must have an above grade finished floor area of not less than 1,000 square feet.
 - b. One and one-half story dwellings must have an above grade finished floor area of not less than 1,300 square feet.
 - c. Two story dwellings must have an above grade finished floor area of not less than 1,500 square feet.
 - d. In the computation of floor area, the same shall not include any porches, breezeways, attached garages, or basements.

ARTICLE X EASEMENTS, RESERVATIONS AND ENCROACHMENTS

3. General Easements. Each Lot shall be subject to the following easements in favor of the Association and the other Owners:
 - a. Each Lot is burdened with easements for drainage, detention, public utility and sewer as may be shown upon the Plat or any separately created easement recorded in favor of the utility companies and the City.

- b. Each Lot is burdened with an easement of ingress and egress for reasonable access by Declarant or the Association for maintenance, repair and replacement of the Association responsibility Elements and license to use hoses, bibs and water from all Lots to perform such maintenance obligations. Agents of or contractors hired by Declarant or the Board of Directors may enter any Lot when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owners as practicable.
 - c. Each lot is burdened with an easement of ingress and egress over the land upon the Lot, but not the Building or improvements thereon, for reasonable access by another Owner to maintain or repair utility facilities located off-premises from such Owner's Lot.
 - d. Each Lot is burdened with an easement for surface water drainage for the benefit of all other Lots.
 - e. Each Lots is burdened with an easement for sidewalks for use by pedestrians and on-motorized vehicles to obtain access from the public or private street and from one property to another. No Owner shall obstruct or allow any obstructions on a sidewalk which would impair use and access to the Living Unit that such sidewalk exclusively serves.
 - f. Each Lot is burdened with an easement for any fence constructed by Declarant or the Association and maintained by the Association.
4. Additional Easement Rights. There is hereby reserved and granted for the benefit of all Lots and Owners certain easements for access, ingress/egress, drainage, detention, public or private utility and sewer easements as such easements may be shown upon the Plat or any separately created easement recorded in favor of the Association, utility companies and the City for the construction and maintenance of such access, ingress/egress, drainage, detention, and all electrical, telephone, water, gas, sewer and other utility serves to the Living Units constructed on the Lots, including all lines, pipes, wires, cables, ducts and such. Declarant reserves unto itself, for the benefit of all Lots and Owners, an easement right, title and authority to relocate, alter or otherwise change the location of any drainage, detention, utility or sewer easement and to grant such further easements, licenses, and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for access, ingress, egress, utility and similar purposes on or within the Properties. Each Owner shall take title subject to the right and easement reserved herein; provided, however, the rights reserved in this Section shall not be exercised in any manner which reasonably and adversely affects any Building located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress and egress to any Lot. The rights and easements reserved by Declarant in this Section shall run with the land and Declarant's right to further alter or grant easements shall automatically transfer to the Association at the end of the Control Period.
5. Easement for Emergency Purposes. An easement is hereby dedicated and granted for ingress, egress and parking in case of emergency by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Properties. Officers, employees or contracted agents of any governmental agency shall have the right and authority to enter upon any Lot for the administration of public serves including fire protection, law enforcement, water service and animal control. The rights

encompassed within this grant shall include the right to use all entrances, exits, streets, driveways, sidewalks, walkways and similar facilities that may on or hereinafter be established and constructed upon any portion of the Properties.

6. Sign Easement. There is hereby reserved and granted to the Association, for the benefit of all Lots an Owners, the right and easement to erect and maintain entrance and directional signs within the Properties. Declarant reserves unto itself for so long as it owns any Lot, the right and easement to erect and maintain such entryway, identification and "For Sale" sign or signs within the Properties as Declarant deems reasonably necessary.
7. Parking Rights. The paved driveway in front of each Owners' garage shall be for the exclusive use of such Owner and any family, guess, tenant or licensee of such Owner. No one shall use the streets, parking areas or driveways within the Properties for parking or storage of any watercraft, snowmobiles, trailers, camping vehicles or other recreational vehicles, or for parking of trailers or other commercial vehicles except temporarily or incidentally for the making of pick-up and deliveries to neighboring Lots and those used during any maintenance, repair, replacement or construction of the structures or improvements within the Properties. In the event of a violation of this provision, the Association may, after reasonable notice, remove any such watercraft, snowmobile, trailer, camping, recreational, commercial, or other vehicles, and assess the Owner of the Lot for the cost of removal. At no time shall a vehicle or any mobile equipment be disassembled, repaired or served on the Properties, except inside a garage or out of view from the street and abutting Lots. No vehicle, fence, barrier or other obstruction of any kind shall be parked, placed or constructed within the Properties which would impede or impair access from or to any Lot or the streets.
8. Other Grants of Easements or Dedications. The Owners shall not grant any easements on their respective Lots to or for the benefit of any Person who is not an Owner or to or for the benefit of any real estate outside the Properties other than (i) for street widening purposes, or (ii) for public or private utility company making improvements within the Properties.
9. Encroachment of Buildings. If, by reason of location, construction, settling or shifting of a Building containing a Living Unit appurtenant to a Lot (the "Encroaching Unit") encroaches upon any minor portion of any other adjacent Lot, then in such event, an exclusive easement shall be deemed to exist and run to the Owner of the Encroaching Unit for the maintenance, use and enjoyment of the Encroaching Unit and all appurtenances thereto, for the period during which the encroachment exists.

ARTICLE XI USE RESTRICTIONS

1. Subjection of the Properties to Certain Provisions. The ownership, use, occupation and enjoyment of each Lot and the Common Area shall be subject to the provisions of the Articles of Incorporation and Bylaws of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction or requirement running with

the land and shall be binding on and enforceable against each and all Lots and the Owners thereof and their respective assigns, lessees, tenants, occupants and successors in interest.

2. Designation of Use. All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than single-family dwelling purposes, no full or part-time business activity may be conducted on any Lot or in any Living Unit except those activities permitted under the terms of the zoning ordinance of the City.
3. Reserved.
4. Rules and Regulations. The Board of Directors shall have the authority to adopt rules and regulations governing the use of the Association Responsibility Elements and other aspects of the Properties; and such rules shall be observed and obeyed by the Owners, their families, guests, tenants, assigns, and licensees. Such rules and regulations after being properly adopted at a meeting duly called for such purposes shall have the same force and effect as if contained in this Declaration.
5. General Use Restrictions: the use of the Properties shall be in accordance with and subject to the following provisions:
 - a. No structure, trailer, camper, basement, tent, shack, garage, shed, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.
 - b. No fence shall be allowed to be constructed on any Lot without prior approval from the Board of Directors. Any fence approved by the Board of Directors shall be limited to privacy or decorative fences located around the decks or patios of the Living Units. Any fence installation or maintenance must comply with the Urbandale city ordinances and regulations.
 - c. No livestock, poultry, or other animals of any kind shall be raised, bred or kept in any Lot, except an Owner shall be permitted to keep cats, dogs, or other usual household pets subject to rules and regulations adopted by the Association, based on the City Pet Ordinance. No exotic, dangerous or vicious animals shall be allowed. No dogs or cats shall be permitted outside of the Living Unit unless leashed and attended by the Owner. No dog runs, doghouses, unattended chains or invisible fencing shall be permitted. The Owner shall be responsible for prompt removal and disposal of all waste from their pets. The Association may, by rules and regulations, prohibit or further limit the keeping of any pet on any Lot, provide for assessments to Lots housing pets, or provide penalties for Owners found in violation of this Section or the rules and regulations regarding pets.
 - d. No noxious or offensive activity shall be allowed which unduly interferes with the peaceful possession and use of the Lots by the Owners; nor shall any fire hazard or unsightly accumulation and refuse be allowed; nor shall any Lot be used for any unlawful purpose.
 - e. Nothing shall be done or kept in any Lot which will increase the rate of insurance on the Properties' without prior consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Owner's Lot which will result in the cancellation of insurance on any Lot or any part of the Association Responsibility Elements, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.

- f. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance modification or repair of property shall be the same as the responsibility for the maintenance and repair of the property concerned.
- g. No sign shall be placed upon any Lot except for a "for sale" or "garage sale" sign of a design approved by the Association. No signs of any nature, kind or description shall be erected, placed or maintained on any Lot which identify, advertise or in any way describe the existence or conduct of a home occupation.
- h. No home occupation shall be conducted or maintained on any Lot other than one which is incident to a trade, business, profession, employment, or occupation of the Owner or occupant of any such Lot and permitted under the terms of the zoning ordinance of the City, nor shall any Lot be used for a multi-family dwelling, boarding house or rooming house. Nothing contained herein shall be construed or interpreted to affect the business activities of Declarant in the sale of its Lots or as part of the development of the Properties.
- i. Trash receptacles shall be kept by Owners within the garage of the Living Unit and shall be set outside only at the end of the driveway serving the Living Unit on designated garbage pick-up days.
- j. No tower, antennae, satellite dish or similar reception device shall be placed on any Building except those which cannot be prohibited pursuant to the Federal Over-the-Air Reception Devices Rule, 47 D.F.R. Section 1.4000, or other similar governmental mandate in effect at the time of placement. All installations shall be completed so as not to materially harm or damage the Association Responsibility Elements; or to void any warranties held by the Association; or to jeopardize or impair the integrity, safety or soundness of the Building upon a Lot. Upon receipt of reasonable notice, an Owner shall remove and reinstall, at such Owner's sole expense, the reception device to accommodate repairs and maintenance for which the Association is responsible. The owner shall be responsible to the Association for any expense, liability, or damage or any kind resulting from the installation, maintenance, and use of the tower, antenna, satellite dish or similar reception device. The Declarant and the Association will not be responsible to an Owner for any loss or damage to any tower, antenna, satellite dish or similar reception device.

ARTICLE XII GENERAL PROVISIONS

1. Enforcement. Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, assessments, fines, and charges now or hereinafter imposed by the provisions of this Declaration, and shall be entitled to recover reasonable attorney's fees and costs and expenses incurred as a result thereof.
2. No Waiver. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained or the Articles of Incorporation and 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.

3. Notice to Mortgagees. The Association upon request shall provide written notification to any lender holding a first mortgage upon the Lot specifying the defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or Bylaws of the Association or any other applicable documents which default has not been cured within sixty (60) days.
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 a successor-in-interest by an instrument executed by both parties and filed of record with the County Recorder. Upon such assignment, the initial or preceding Declarant shall have no further rights and obligations in connection with this Declaration and the Properties.
5. Termination of Declarant's Rights. At the end of the Control Period, all rights, privileges, duties, obligations, responsibilities, reservations and authority of Declarant set forth in this Declaration shall automatically transfer to the Members, Association or Board of Directors, as applicable, and Declarant shall have no further rights and obligations in connection with this Declaration, the Association or the Properties.
6. Duration. The easements granted herein, and all Association rights, duties, obligations and responsibilities shall be perpetual in nature. All covenants, conditions, restrictions, easements and reservations shall be perpetual in nature. All covenants, conditions, restrictions, easements 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.
7. Severability. 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.
8. Amendment. This Declaration may be amended or changed from time to time by an Amended Declaration approved by the affirmative vote of not less than two-thirds (2/3) of the Owners, provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. The Owner of each Lot (or joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Notwithstanding the foregoing, this Declaration may be amended by Declarant without approval by the Owners, the Association or any other Persons during the Control Period. Such amendments or modifications shall be effective the date the Amended Declaration has been filed with the County Recorder.

ARTICLE XIII ADDITION AND REMOVAL OF PROPERTY

1. Additional Common Area. Declarant shall have the right at any time to convey additional Common Area to the Association without the consent of the Owners, the Association, or any other Person. Nothing in this Section, however, shall be deemed to be an obligation on the part of the Declarant to convey additional Common Area to the Association in the future. The Association shall be obligated to accept any additional Common Area so conveyed by Declarant and to hold and maintain the additional Common Area pursuant to the terms of this Declaration.
2. Additional Land. Declarant shall have the irrevocable right it its discretion to create and record any replat or subsequent plat as Declarant deems appropriate and to annex subject Additional Land to the terms of this Declaration at any tie in the future without the consent of the Owners, the Association, or any other Person. The Additional Land shall be automatically subject to the applicable terms and conditions of this Declaration and the Owners of the 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 Amended Declaration with the County Recorder with such terms and conditions as Declarant deems appropriate.
3. Removing Land. Declarant shall have the irrevocable right now and in the future to remove any portion of the Properties from the operation of this Declaration. Declarant shall signify this removal of land by filing an Amended Declaration with the County Recorder. No approval of the Owners, the Association or any other Person shall be necessary.

This space left intentionally blank

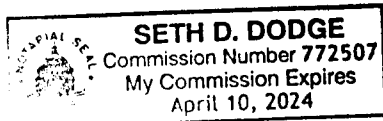
DATED EFFECTIVE THE DATE AND YEAR FIRST ABOVE WRITTEN.

Declarant
Kwality Custom Homes, LLC

By: [Signature]
Mangesh Ambardekar, Manager

STATE OF IA, COUNTY OF Polk) ss:

On this 12 day of Feb, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Mangesh Ambardekar as Manager of Kwality Custom Homes, LLC, an Iowa Limited Liability Company.



[Signature]
Notary Public in and for said State

**BYLAWS
OF
BARRETT ESTATES PLAT 3 ASSOCIATION, INC**

**ARTICLE I.
Definitions**

Section 1. “*Association*” shall mean the Barrett Estates Plat 3 Association, Inc., a non-profit corporation organized pursuant to the Revised Iowa Nonprofit Corporation Act, as well as any of its successors or assigns. The Articles of Incorporation and the Association are hereby incorporated by reference.

Section 2. “*Board of Directors*” shall mean the Board of Directors of the Association.

Section 3. “*City*” shall mean City of Urbandale, Iowa, a municipal corporation.

Section 4. “*Common Areas*” shall mean all property, real or personal, together with improvements thereon, which are owned, leased, held, or maintained by the Association for the common use and enjoyment of the Owners, including but not limited to any Clubhouse and Pool located on Barrett Estates Plat 3 . The term shall also include the common facilities, including, but not limited to, equipment, trees, shrubs, walkways, walls, fences, lakes and irrigation systems in or on the Common Areas, as well as all fixtures maintained on City right of way or in easement areas by the Association such as non-standard lights, walls and entry features, if any, and medians or islands within City right of way maintained by the Association.

Section 5. “*Declarant*” shall Kwaliti Custom Homes, LLC, as well as any of its (their) successors and assigns.

Section 6. “*Declaration*” shall mean the Declaration of Residential Covenants, Conditions and Restrictions for Barrett Estates Plat 3 filed with the Dallas County Recorder and which is incorporated herein by reference.

Section 7. “*Lot*” shall mean any platted lot or subdivisions thereof contained in any plat or replats of the Property made and recorded with the Dallas County Auditor in accordance with the subdivision statutes of the State of Iowa and ordinances of the City as they presently exist or as they may be amended in the future.

Section 8. “*Member*” shall mean those persons entitled to membership in the Association as provided in the Declaration and the Articles of Incorporation and these Bylaws.

Section 9. “*Owner*” shall mean the record titleholder, as disclosed by the records of the Dallas County Recorder, whether one or more persons or entities, of a fee

simple title to any Lot and shall also include vendees pursuant to an Installment Real Estate Contract. This term shall not include those persons having an interest in any Lot as a vendor under an Installment Real Estate Contract or those persons having an interest solely for security purposes in the performance of an obligation or debt. The term also excludes those persons having a lien against any Lot by operation or law or otherwise. Furthermore, the term shall not be construed to include the City, State of Iowa, or any other governmental entity as to any Lot or right of way owned by it.

Section 10. *"Property"* shall mean the real estate described in Exhibit "A" attached to the Declaration and any and all improvements thereon, but shall exclude any portion thereof which has been conveyed, dedicated or granted to the City now or in the future. The real estate described in said Exhibit "A" is sometimes also referred to as "Barrett Estates Plat 3 " and any subsequent additions. Any part of the Property conveyed now or in the future to the City, the State of Iowa, or any other governmental entity shall be free and clear of all obligations set forth in the Declaration; provided; however, that the Association, at its discretion, may provide maintenance, including mowing, for any portion of the Property dedicated to the City for right of way, such as the grassy area of boulevards or traffic islands, and the cots shall be included in the assessments described in Article IV of the Declaration.

ARTICLE II. Property Rights

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Area as provided in the Declaration, subject to the rules and regulations of the Association.

Section 2. Any Owner may delegate, in accordance with the Bylaws, and the Association's rules and regulations, his or her right of enjoyment to the Common Area and the facilities to the immediate members of his or her family or lawful tenants who reside on the Property.

ARTICLE III. Membership and Voting Rights

The membership and voting rights in the Association shall be governed by the provisions contained in the Declaration and Articles of Incorporation for the Association.

ARTICLE IV. Covenant for Maintenance Assessments

The maintenance assessments and other assessments and the provisions related thereto shall be governed by the provisions contained in the Declaration. Declarant may, but shall not be obligated to, loan sums of money to the Association to help offset any shortfall in revenue during the initial development of the Property.

ARTICLE V.
Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held the first Monday in February 2024, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter unless a different annual meeting date is established by the Board of Directors of the Association by resolution.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors.

Section 3. Notice of Meetings. Written notice stating the place, date and hour of any annual or special meeting of the Members, shall be given to each Member not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by ordinary United States Mail. If mailed, the notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at his or her address as it appears on the records of the Association, with postage thereon prepaid.

Section 4. Quorum. The presence at the meeting of forty percent (40%) of the Members entitled to vote or present by proxy shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, a quorum shall not be present at any meeting, the Members entitled to vote shall have power to adjourn the meeting to another time without further notice other than announcement at the meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot. All proxies shall automatically expire ninety (90) days after the date of execution. Filing of a proxy shall count as the presence of a Member for the purposes of establishing a quorum. The form of the proxy shall be designated by the Board of Directors.

ARTICLE VI.
Board of Directors – Selection – Term of Office

Section 1. Number. The management and affairs of the Association shall be managed by a Board of two (2) Directors, who need not be Members of the Association. The initial Board shall consist of those persons designated in the Articles of Incorporation. Thereafter, the Board shall be selected as set forth in Section 2 of this Article.

Section 2. Term of Office. At the first annual meeting, the Members entitled to vote shall select at least one (1) Director for a term of one (1) year, one (1) Director for a

term of two (2) years, and one (1) Director for a term of three (3) years. At each annual meeting thereafter, the Members entitled to vote shall fill vacancies by electing Board Members for a term of three (3) years; provided, however, that the Board by resolution shall have the authority to reduce the terms of future Board Members if it becomes necessary to balance the terms of Board Members so that a large number of Board seats do not become vacant at any one time. So long as Declarant remains the sole voting member of the Association pursuant to the Articles of Incorporation of the Association and the Declaration, Declarant shall elect all Board Members.

Section 3. Removal. Any Director may be removed from the Board at any time, with or without cause, by a majority vote of the Members of the Association entitled to vote. In the event of the death, resignation or removal of a Director, the successor shall be selected by the remaining Board Members and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No Director shall receive compensation for serving on the Board; however, a Director may be reimbursed for actual expenses incurred in the performance of duties.

Section 5. Action Taken Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6. Number of Directors. The number of Directors may be changed by the Board by amendment of these Bylaws, but not in a manner inconsistent with the Articles of Incorporation. The Board may also designate persons to serve in an ex-officio capacity without vote on the Board.

ARTICLE VII.

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nomination Committee as approved by the Board. Nominations may also be made from the floor at the annual meeting after such time as Declarant is no longer the sole voting Member. The Nominating Committee shall be appointed by the President of the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret, written ballot. At the election, the Members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and

Declaration. The person receiving the largest number of votes for the vacancy shall be elected to the Board.

ARTICLE VIII.
Meeting of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time to resolution of the Board or by the Board President.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the Board President, Vice President or Secretary, after not less than two (2) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of Directors present in person at a duly held meeting at which a quorum is present shall be regarded as the act of the Board except for any amendments to these Bylaws which shall require a two-thirds vote of the Board of Directors present in person.

Section 4. Waiver or Consent. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held shall be as valid as though made at a meeting duly held if, either before or after the meeting, each of the Directors not present signs a written Waiver of Notice, or a Consent to the holding of such meetings, or an approval of the Minutes thereof. All such Waivers, Consents or Approvals shall be filed with the corporate records and made part of the Minutes of the meeting. Presence of a Board Member at a meeting shall constitute an automatic waiver of notice and consent to the meeting unless the Board Member is present for the purpose of protesting the lack of notice or other irregularity in the meeting.

ARTICLE IX.
Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

- A. Adopt any rules and regulations to carry out the intent of the Declaration and these Bylaws and to establish penalties for the infraction thereof.
- B. Suspend the voting rights of a Member and suspend a Member's rights to use the common areas of the Association during any period in which a Member shall be in default in the payment of any assessment levied by the Association, provided; however, that reasonable notice shall be given to the Member and the Member shall be given a right to be heard by the Board subject to rules and regulations established by the Board.

- C. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.
- D. Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive, regular meetings of the Board of Directors without the approval of the Board.
- E. Employ managers, contractors, employees, agents, accountants, and attorneys as deemed necessary, and to prescribe their duties.
- F. Do all things permitted by the Declaration, as well as the Revised Iowa Nonprofit Corporation Act.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a summary thereof to the Members of the Annual Meeting of the Members.
- B. Supervise all officers, contractors, agents, and employees of the Association and to see that their duties are properly performed.
- C. As more fully provided in the Declaration, to:
 - 1) Fix the amount of the assessments against each Lot consistent with the Declaration:
 - 2) Send written notice of each assessment to every Owner subject thereto; and,
 - 3) Foreclose the lien against any property for which assessments are not timely paid or to bring an action at law against the Owner personally obligated to pay the same.
- D. Issue, or cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, the certificate shall be conclusive evidence of payment.
- E. Procure and maintain adequate liability and property insurance if deemed necessary by the Board.

- F. Cause all officers or employees having fiscal responsibilities to be bonded, if the Board deems appropriate with the cost to be borne by the Association.
- G. Cause the Common Areas to be maintained in a condition at least equal to that condition when received from Declarant.
- H. Do all things required to be done by the Declaration.

ARTICLE X

Officers and Their Duties

Section 1. Enumeration of Offices. The officers of the Association shall be a President and a Vice President, as well as a secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create, all of whom shall be members of the Board of Directors.

Section 2. Election of Officers. The election of the officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and shall hold office until the next annual election of officers unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board by resolution may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board by a majority vote. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein. Acceptance of the resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The person appointed to fill the vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one office except in the case of special offices created pursuant to Section 4 of this Article and except for the offices of Secretary and Treasurer which may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

A. President.

The President shall preside at all meetings of the Board of Directors and the annual meeting of the Members. The President shall see that orders and resolutions of the Board are carried out. The President or the duly designated manager or agent for the Association shall sign all leases, mortgages, deeds, and other written instruments.

B. Vice President.

The Vice President shall act in the place instead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

C. Secretary.

The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

D. Treasurer.

The Treasurer or the duly designated manager or agent for the Association shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors. The Treasurer or the duly designated manager or agent for the Association shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of the budget and statement to each of the Members.

ARTICLE XI.
Books and Records

The books, records and papers of the Association shall at all times, be subject to inspection by any Member during reasonable business hours. The Declaration, the Articles of Incorporation and Bylaws of the Association shall be available for inspection by any

Member at the office of the Association or the duly designated manager or agent for the Association and copies may be purchased by Members at reasonable cost.

ARTICLE XII.
Assessments

As more fully provided in the Declaration, each Member is obligated to timely pay to the Association monthly and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by the law of the State of Iowa, but in no event to exceed eighteen percent (18%). The Board shall determine the exact delinquency rate from time to time by resolution. In addition, a late payment penalty shall be paid in the amount of Twenty-five and No/100 Dollars (\$25.00). The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein and in the Declaration by non-use of the Common Area or abandonment of his or her Lot.

ARTICLE XIII.
Corporate Seal

The Association shall have no seal.

ARTICLE XIV.
Amendments

Section 1. Vote Required. These Bylaws may be amended at a regular or special meeting by a vote of two-thirds of the Board of Directors present in person.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XV.
Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVI.

Liability

No Member of the Board of Directors of the Association shall be personally liable to the Corporation or its Members for money damages for any action taken, or any failure to take any action, as a Member of the Board of Directors, except liability for any of the following:

- (1) The amount of a financial benefit received by a director to which the director is not entitled.
- (2) An intentional infliction of harm on the corporation or its Members.
- (3) A violation of Section 504.834 of the Revised Iowa Nonprofit Corporation Act.
- (4) An intentional violation of criminal law.

The Corporation shall indemnify a Member of the Board of Directors for liability, as defined in section 504.851, subsection 5, of the Revised Iowa Nonprofit Corporation Act, to a person for any action taken, or any failure to take any action, as a director except liability for any of the following:

- (1) Receipt of a financial benefit to which the person is not entitled.
- (2) Intentional infliction of harm on the corporation or its Members.
- (3) A violation of Section 504.834 of the Revised Iowa Nonprofit Corporation Act.
- (4) An intentional violation of criminal law.

ARTICLE XVII.

Robert's Rules of Order

In the conduct of any meeting of the Board of Directors or Members of the Association, the most recent edition of *Robert's Rules of Order* shall govern unless these Bylaws or the Articles of Incorporation provide for other requirements concerning a quorum, voting and other similar matters.

ARTICLE XVIII.

Terms, Gender

Words and phrases herein shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context. Whenever the masculine term "he" is used, it shall automatically include the feminine term "she".

Adopted this 12 day of Feb 2024, by the Board of Directors of the Association.

Kwality Custom Homes, LLC., as Declarant

By [Signature]
Mangesh Ambardekar, Manager

STATE OF IA, COUNTY OF Polk ss:
On this 12 day of Feb, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Mangesh Ambardekar as Manager of Kwality Custom Homes, LLC.



[Signature]
Notary Public in and for said State