

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WESTOWN MEADOWS PLAT 2**

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Kurt E. Brewer, 604 Locust Street, Suite 800, Des Moines, IA 50309 (515) 243-5878

Return Document To: (name and complete address)

Kurt E. Brewer, 604 Locust Street, Suite 800, Des Moines, IA 50309

Grantor: ARAC, LLC

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WESTOWN MEADOWS PLAT 2**

THIS DECLARATION, made on the date hereinafter set forth ARAC, L.L.C. (referred to as “Declarant”) as developer of WESTOWN MEADOWS PLAT 2, and in support of the DECLARATION, states and provides as follows:

RECITALS

WHEREAS, Declarant is the owner of certain property in the City of Waukee, Dallas County, Iowa, which is more particularly described as: Lots 1 through 51 in WESTOWN MEADOWS PLAT 2, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa (the “Property”); and

WHEREAS, Declarant desires that the Property be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability thereof.

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

Section 1. Single Family Residences. All lots shall be known, described and used as single-family residential lots, all as permitted by the City of Waukee (“City”).

Section 2. Temporary Structures. No trailer, basement, tent, shack, mobile home. Motor home, garage, barn or other outbuilding shall at any time, be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted at any time.

Section 3. Parking or Storing. No boat, trailer, camper, motor home, mobile home, truck, or bus shall be parked or stored on any lot for more than fourteen (14) cumulative days per year. No automotive vehicle not bearing current registration shall be parked at or on any lot.

Section 4. Exposed Foundation. No exposed tile foundations shall be permitted, and all exposed exterior concrete wall material shall be painted or covered with brick or stone veneer.

Section 5. Any dog run or shelter, trash receptacle, tool shed or other out-structure shall be aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, shall be totally hidden from view by a customary and traditional screening, (including shrubbery) of suitable height (or otherwise totally hidden from view) from all other areas within Westown Meadows Plat 2 and streets

adjoining the Westtown Meadows Plat 2 residential lot property. .

Section 6. Noxious Activities. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Animals and Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other small commonly accepted household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, and are kept in strict accord with applicable leash laws. No dog may be kept outside the dwelling for more than one (1) hour per day, if it barks in such a manner (or barks to the extent) that a reasonable person would consider it to be a genuine annoyance or genuine nuisance. No household shall have more than two (2) dogs.

Section 8. Mechanical Repair Work. No automotive, boat or other mechanical repair work may be performed at or on any lot, and all hobby type activity of a similar nature shall be confined to the interior of buildings on the lot. No bulky or unsightly piece or machinery shall be kept on any lot at any time.

Section 9. Maintenance of Improvements. All improvements erected on said lots shall be maintained in good repair and appearance. The lots shall be kept in good appearance, free from weeds and rubbish.

Section 10. Business or Commercial Activity. No occupation, business or commercial activity shall be conducted on any lot, except as may be provided by the City's zoning ordinances.

No commercial vehicles may be regularly parked at or on any lot. No sign of any kind shall be displayed on any lot, except a sign advertising the specific property for sale or rent, except for signs used by the developer or builder to advertise the property during construction and sales period as specified by the City's sign permit ordinance.

Section 11. Utility Easements. Easements for installation and maintenance of sanitary sewers, utilities and flowage or drainage channels, if any, are reserved as shown and/or noted on the recorded plat. Within these easements, no structure, improvements, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, operation or maintenance or said sanitary sewers, storm sewers or utilities, or which may change or alter the direction of flowage or drainage channels in the easements, or which may obstruct the easement area of each lot. All authorized improvements located within these easements shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 12. Sidewalks. Public sidewalks shall be installed on all lots as required by the City's ordinance. A private sidewalk shall be installed on each lot within one year after Declarant conveys the applicable lot to a lot owner, the costs for which shall be borne by the lot owner.

Section 13. Garages and Approval of Floor Plans. All single-family residences constructed shall have an attached two-car garage, and each shall have Declarant's approval of garage and floor plans prior to construction. No manufactured homes, as defined by Iowa Building Codes, may be brought on to the Lot. All homes shall have a minimum roof-pitch of 6/12. All residences shall have a minimum finished square footage of living space, exclusive of attached garages, breezeways, porches and finished basement areas as follows:

For Single Family Residential Lots: Each residence must contain the following:

- A. One-story ranch style dwellings must contain a minimum of 1250 square feet of finished ground floor area.
- B. One and one-half story dwellings must contain a minimum of 1700 square feet of finished area on the main and second floor level.
- C. Two-story dwellings must contain a minimum of 1700 square feet of finished area on the main and second floor level.
- D. Split-level and foyer dwellings must contain a minimum of 1400 square feet.

Section 14. Satellite Dish. No satellite dish or parabolic device used to receive television signals from satellites shall be located upon any lot unless it meets the following requirements:

- A. It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in a fashion acceptable to Declarant.
- B. It shall be located so that no part of the dish is in front of the home it services.
- C. It shall not exceed two (2) feet in diameter:
- D. It shall be appropriately landscaped and screened with shrubs and bushes or appropriate fencing; and
- E. It shall not exceed more than six (6) feet above grade unless attached to residence.

Section 15. Utilities. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground.

Section 16. Sodding or Seeding. All portions of a lot (except common areas) not occupied by structures, walkways, driveways, parking or landscaping shall be sodded, seeded, or hydro-seeded with grass within ninety (90) days after completion of the residence thereon unless weather conditions make this requirement impossible to satisfy, in which event, they shall be sodded or seeded within sixty (60) days after weather conditions reasonably permit compliance with this requirement. As to erosion control:

i) The Owner of each residential lot, whether vacant or improved, their agents, assigns, heirs, and /or building contractors shall take all necessary precautions to prevent, stabilize, and/or control erosion on their lot and the Property, to prevent sediment migration and soil erosion from extending beyond the boundaries of their lot and the Property, and, in the event it occurs, to promptly clean up all eroded sediment and to restore all affected areas to their original condition.

ii) The owner and/or person in possession of each lot whether vacant or improved, shall, at closing of any sale or conveyance of a lot, execute an agreement complying with all applicable Federal, State, and local erosion control regulations, laws and ordinances and permits which pertain to the Property, including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No. 2 (the "Permit").

iii) If Declarant, or any lot or lot owner is cited for an alleged violation of any erosion control regulations, laws or ordinance provision which occurs after closing of any sale conveyance of a lot by any jurisdictional authority for a condition on or from the Property, the Owner shall indemnify and hold Declarant, harmless from any and all claims, damages, fines, attorney fees, assessments, levies, and/or costs incurred by Declarant related to the citation.

Section 17. Special Covenant for Maintenance Land Between Lot and City Street. The covenant contained in this paragraph shall be applicable to any Lot within the development that has land not owned by the Lot Owner between a Lot and a City Street. Each of these Lot Owners shall be responsible, to maintain, repair, reconstruct, restore, replace or improve the grass, plantings, or trees between their Lot and the City Street or a neighbor's Lot. Any burm, or grass between a Lot Owners Lot and the City street must be maintained by the Lot Owner. Plantings that die, in said area, must be replaced by the lot owner in a time frame acceptable by Declarant.

Should any one or more lot owners fail to fulfill such obligation, the remaining lot owners, or the City of Waukee, may enforce such obligation by the institution of a legal or equitable action against the defaulting lot owners. In such event, the prevailing party shall also be entitled to an award of reasonable attorney fees. In addition to the remedy of legal action, and all other available remedies, the City of Waukee shall also be authorized to file with the Dallas County Recorder's Office, an Affidavit of Lien setting forth the amount of the delinquent obligation. Such filing shall then constitute a lien on the subject property, which lien shall have priority over all mortgages and other liens with the exception of real estate taxes. The restrictive covenant contained in this paragraph shall be binding upon the Declarant, any future owners of any of the lots affected by the covenant, their heirs, successors and assigns. This covenant may be enforced by any Lot Owner, or the City of Waukee.

Section 18. Adjoining Land Uses and Zoning:

The Zoning for the land east of Westown Meadows Plat 2 is R-4 (Multi-Family). Lot owners within Westown Meadows Plat 2 understand, and agree to the zoning and future use of said property, and will not contest existing or future zoning changes.

Section 19. Use Restrictions:

STORM WATER DISCHARGE PERMITTING REQUIREMENTS

Any construction or earth moving on any lot(s) (whether greater or less than one acre in size) shall be in compliance with all statutes, rules and/or ordinances relating to storm water and erosion control compliance and permitting. The Lot Owner understands and agrees that he/she is the sole responsible permittee for the lot(s) with respect to compliance with all terms, provisions and requirements of the NPDES Storm Water Discharge Permit No. 2, the storm water pollution prevention plan which includes the lot(s) and any and all applicable storm water and/or erosion control statutes, rules and ordinances.

Lot owner shall protect, defend, indemnify and Declarant and Kurt E. Brewer (manager of Declarant) and other Lot Owners, developers and contractors harmless from any and all damages, claims, liabilities, fines, penalties, cleanup cost and or/attorneys and consultant fees caused by, or in any manner related to: 1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the lot(s) identified above; and/or 2) any alleged violation of any NPDES, storm water and /or erosion control statute, rule or ordinance, after the date of sale of lot(s).

Section 20. 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 Declarant, the owner of any lot, or portion thereof, to which these Covenants apply, or the City of Waukee (if directed by the City Council) may bring an action in any court of competent jurisdiction to enforce these Covenants and 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. Email, Fax, hand delivery, or Regular Mail (certified or otherwise) shall suffice as an acceptable form of notification.

B. Delays in Enforcement. No delay or omission on the part of any owner of land to which these Covenants apply in exercising any rights, power or remedy herein allowed shall be constructed as a waiver of acquiescence therein. No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against Declarant on account of any action or inaction under these Covenants.

C. Conflict with Governmental Regulations. All property subject to these Covenants shall be also subject to any and all regulations of the City, and any other governmental entities having jurisdiction including, but not limited to, zoning ordinances, subdivision ordinances, building codes or other such regulations. Whenever there is a conflict between the provisions of these Covenants and the ordinances, statutes or regulations of the City, Dallas County, State of Iowa or the United States Government, the provision which is most restrictive shall be binding.

Section 21. Term of Covenant: Severability.

A. Duration. These Covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, his successors and assigns, or the owner or owners from time

to time of any lots subject to these Covenants, their respective legal representatives, heirs, successors, and assigns, until December 1, 2028, provided however, within such time period, these covenants may be amended or abrogated at any time, by a written document signed and acknowledged by the owners of 51% of the lots (including lots owned by Declarant), and recorded with the Dallas County Recorder. After December 1, 2028, said Covenants shall be automatically extended for successive periods of ten years on each tenth anniversary thereof, unless a written instrument, signed and acknowledged by not less than the owners of two-thirds (2/3rds) of the lots shall, prior to such anniversary date, be recorded with the Dallas County Recorder amending or abrogating the same in whole or in part. Notwithstanding the foregoing, none of the rights and duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval.

B. Severability. In the event that any one or more of the terms or conditions of these Covenants shall be declared for any reason, by the court of competent jurisdiction, to be null and void, such judgment or decree shall in any 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 these Covenants shall remain in full force and effect.

Section 22. Addition of Lots to Covenants. Declarant reserves the right, from time to time to amend these Covenants to submit additional residential lots which are on adjoining or abutting land to the lots covered by these Covenants.

Dated this 26th day of November, 2013.

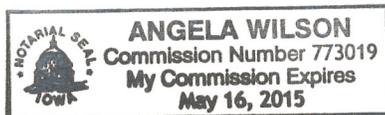
DECLARANT

ARAC, L.L.C.

By: Kurt E. Brewer, mgr
Kurt E. Brewer, Manager

STATE OF IOWA, COUNTY OF Polk, ss:

This instrument was acknowledged before me on the 26th day of November, 2013, by Kurt E. Brewer as a Manager of ARAC, L.L.C.



Angela Wilson
Notary Public in and for the State of Iowa.

CONSENT OF MORTGAGEE

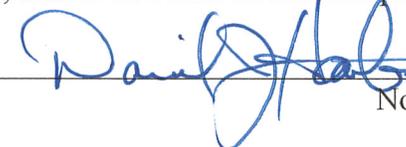
Comes Now, the undersigned, being the record mortgagee, and hereby consents to the covenants granted herein and subordinates the lien of the mortgage dated February 14, 2007, filed February 15, 2007 in Book 2007, Page 2152 of the Dallas County Recorder's Office from K.E. Brewer, L.L.C. to Community Business Lenders, L.L.C. of the Polk County Recorder's Office to the provisions of the covenants.

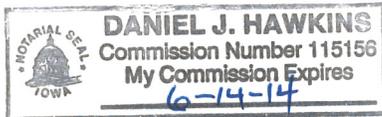
Community Business Lenders, L.L.C.

By: 
Title: VP

STATE OF IOWA, POLK COUNTY, ss:

On this 27th day of November, 2013 this instrument was acknowledged before me, the undersigned, a Notary Public in and for said State, by David H Powell as the VP of Community Business Lenders, L.L.C. on behalf of said company.


Notary Public



Prepared by: Lisa R. Wilson, 1906 Ingersoll Ave., Ste. 2, Des Moines, IA 50309; 515-369-2502

**DECLARATION RE: HOMEOWNERS ASSOCIATION
FOR WESTOWN MEADOWS PLAT 2**

THIS DECLARATION, made on the date hereinafter set forth by ARAC, LLC, an Iowa limited liability company (“Declarant”) as developer of Westown Meadows Plat 2 and in support of the DECLARATION, states and provides as follows:

RECITALS

WHEREAS, Declarant is the owner of certain property in the City of Waukee, Dallas County, Iowa, which is more particularly described as:

Lots 1 through 51, inclusive, and Outlot Z in Westown Meadows Plat 2, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa (the “Property”); and

WHEREAS, Declarant desires that the Property be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability thereof.

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

1. DEFINITIONS.

- A. “Association” shall mean and refer to Westown Meadows Plat 2 Owners Association, Inc. its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa as amended.

Agreement, for the sole benefit of the Association in performance of its maintenance obligation under this Declaration. This easement shall not be for the benefit of the members or the public at large.

Section 2. Additional Easement Rights of the Declarant. Declarant reserves unto itself, for the benefit of all Lots and Owners, an easement and full right, title and authority to relocate, alter, or otherwise leave the location of any drainage, utility, and easement and to grant such further easements, licenses and rights of way, temporary or permanent, exclusive or nonexclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any portion of the Storm Water Management Facility Area described in the Agreement. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and easement, or other easement, license or right-of-way by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Dallas County, Iowa and the Association and any Owner of any Lot shall be subject to the right and easements reserved herein; provided, however, the rights reserved in this Section 2 shall not be exercised in a manner which unreasonably and adversely affects the any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any Common Area or Storm Water Management Facility Area, The rights and easements reserved by Declarant in this Section 2 shall run with the land and Declarant's right to further alter or grant easements shall automatically terminate when Declarant shall have conveyed the last Lot within the Properties.

3. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The owner or owners of the Properties or any subdivisions thereof shall be members of the Association. Membership shall be appurtenant to the ownership of the real property and shall be indivisible from such ownership.

Section 2. Voting. There shall be appurtenant to each Lot one vote in the Association. When more than one person holds an interest in any such Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall the vote be split with respect to any such Lot. In the event that the owners of a Lot fail to determine how to cast any vote, no vote shall be cast for said Lot.

NOTWITHSTANDING THE ABOVE, THE DECLARANT SHALL BE THE SOLE VOTING MEMBER OF THE ASSOCIATION UNTIL SUCH TIME AS DECLARANT NO LONGER OWNS ANY LOT OR UNTIL THE DECLARANT WAIVES THE RIGHT TO BE SOLE VOTING MEMBER, WHICHEVER FIRST OCCURS. SO LONG AS DECLARANT IS THE SOLE VOTING MEMBER OF THE ASSOCIATION, DECLARANT SHALL HAVE THE RIGHT TO ELECT ALL MEMBERS OF THE BOARD.

Section 3, Board of Directors. The Owners entitled to vote shall elect a Board of Directors of the Association as prescribed by the Association's Bylaws. The Board of Directors shall manage the affairs of the Association.

Section 4. Suspension of Voting Rights. The Association shall suspend the voting rights of a member for any period during which any assessments against his or her Lot remains unpaid

and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

4. COVENANT FOR ASSESSMENTS.

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, 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 agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and operating deficits, and other special assessments as provided in this Declaration; such assessments to be established and collected as hereinafter provided. The annual and special 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 such 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 personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the costs associated with obligations imposed on the Association under the Agreement, and for other purposes specifically provided herein, including, but not limited to, payment of legal liabilities or obligations of the Association and all fees, costs, expenses, and attorneys fees in connection therewith.

Section 3. Maximum Annual Assessment:

- (1) Until January 1 of the year following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be in the amount of \$100.00.
- (2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.
- (3) From and after January 1 of the year immediately following the conveyance of the first Lot to and Owner, the maximum monthly assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (4) The Board of Directors shall fix the monthly assessment at an amount not in excess of the maximum,

Section 4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly assessments 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 performing any of its stated obligations and responsibilities under this Declaration, including, without limitation, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the the Storm Water Management Facility Area,

including fixtures and personal property related thereto, which the Association is required to maintain, or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of all classes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for an Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 10 days, nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership subject to the assessment shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Monthly Assessments. The annual assessments provided for herein shall be due as to each Lot on the first day January of each year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the effective date of such increase. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 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 12% per annum or at the highest rate allowed by Iowa law, whichever is higher. 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 such assessment the cost of preparing and filing the petition in such action, including reasonable attorney's fees.

Section 9. Subordination of Assessments Liens. If any Lot subject to a lien created by any provision in this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of

a deed in lieu of foreclosure. All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting owner personally.

Section 10. 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 these Covenants apply may bring an action in any Court of competent jurisdiction to enforce these Covenants and 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.
- B. Delays in Enforcement. No delay or omission on the part of any owner of land to which these Covenants apply in exercising any rights, power or remedy herein allowed shall be construed as a waiver of acquiescence therein. No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against Declarant on account of any action or inaction under these Covenants.
- C. Conflict with Governmental Regulations. All property subject to these Covenants shall be also subject to any and all regulations of the City and any other governmental entities having jurisdiction, including, but not limited to, zoning ordinances, subdivision ordinances, building codes or other such regulations. Whenever there is a conflict between the provisions of those Covenants and the ordinances, statutes or regulations of the City, Dallas County, State of Iowa or the United States Government, the provision which is most restrictive shall be binding.

Section 11. Term of Covenants: Severability.

- A. Duration. These Covenants 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 owners or owners from time to time of any lots subject to these Covenants, their respective legal representatives, heirs, successors, and assigns, until November 1, 2034, provided however, within such time period, these covenants may be amended or abrogated at any time, by a written document signed and acknowledged by the owners of 51% of the lots (including lots owned by Declarant) and recorded with the Dallas County Recorder. After November 1, 2034, said Covenants shall be automatically extended for successive periods of ten years on each tenth anniversary thereof, unless a written instrument, signed and acknowledged by not less than the owners of two-thirds (2/3rds) of the lots shall, prior to such anniversary date, be recorded with the Dallas County Recorder amending or abrogating the same in whole or in part. Notwithstanding the foregoing, none of the rights and duties of

- B. "Association Responsibility" shall mean: compliance with the terms of the Westown Meadows Plat 2 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement dated _____ and recorded in Book _____, Page _____ of the Dallas County, Iowa records (the "Agreement") and maintenance of Outlot Z;
- C. "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- D. "City" shall mean the City of Waukee, Iowa.
- E. "Declarant" shall mean and refer to ARAC, LLC and their successors and assigns, if such successors or assigns acquire all Lots owned by the Declarant of the purpose of resale or development.
- F. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions to which the Properties are subject, as the same may be amended from time to time.
- G. "Lot" shall mean and refer to the lots numbers 1 through 51 shown on the recorded Plat for Westown Meadows Plat 2, and any additional lots within any replats of the Properties made and recorded in accordance with statutes of the State of Iowa which may later be brought within the jurisdiction of the Association and the Declaration, but does not include the Common Areas.
- H. "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association.
- I. "Owner" shall refer to the record owner, whether one or more persons and entities, including the Declarant, or a fee simple title to any part of the Properties, but excluding those having such interest merely as security for the performance of any obligation, and excluding those having a lien upon the property by provision of operation of law. A vendee in possession under a recorded contract of sale of any part of the Properties shall be deemed the owner thereof.
- J. "Properties" shall mean and refer to that certain real property described above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, but shall exclude and not refer to any portion thereof conveyed, dedicated or granted to the City now or in the future.

2. EASEMENTS AND ENCROACHMENTS.

Section 1. Easement for Maintenance. Declarant reserves unto the Association a nonexclusive easement over the Storm Water Management Facility Area as described in the

Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval.

- B. Severability. In the event that one or more of the terms or conditions of these Covenants shall be declared for any reason, by the 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 these Covenants shall remain in full force and effect.

Dated this 31ST day of October, 2013.

DECLARANT

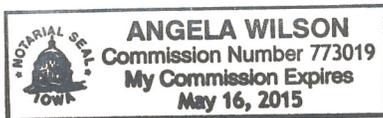
ARAC, LLC

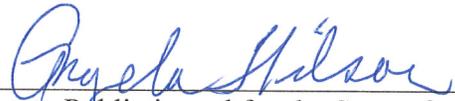
By: 

Kurt E. Brewer, Manager

STATE OF IOWA, COUNTY OF POLK, ss

This instrument was acknowledged before me on October 31, 2013, by Kurt E. Brewer as Manager of ARAC, LLC.




Notary Public in and for the State of Iowa