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**DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIMBERLINE RIDGE PLAT 1**

THIS DECLARATION (the "Declaration") is made this 17th day of April, 2014, by Hale Development Co., LLC, an Iowa limited liability company ("Declarant").

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

Lots 1 through 39, Outlot V and Outlot W in TIMBERLINE RIDGE PLAT 1, an Official Plat, now included in and forming a part of Waukee, Dallas County, Iowa.

WHEREAS, Declarant desires to develop the above described real estate, together with any additional land annexed and subjected to this Declaration pursuant to Article VII hereof (collectively the "Properties"), as a master-planned, use community known as "Timberline Ridge Plat 1."

WHEREAS, Declarant desires to establish an Association to own, operate and maintain certain common areas located within the Properties, to collect assessments for the purpose of maintenance and improvement of the common areas and the common amenities, and to administer activities relating thereto for the benefit of the Properties and each Owner thereof.

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

ARTICLE I
DEFINITIONS

Section 1. "Additional Land" shall mean and refer to any additional land annexed and subjected to this Declaration pursuant to Article VII hereof.

Section 2. "Association" shall mean and refer to Timberline Ridge Homeowners Association, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa 2011.

Section 3. "Association Responsibility Elements" shall mean the following:

- (a) Signs, monuments, fountains and similar entrance features and the landscape plantings and materials surrounding the entrance signs utilized by the Properties.
- (b) Landscape plantings and materials located in the landscape buffer easements as shown on the Final Plat for Timberline Ridge and any subdivision or plat of Additional Land added to the Association in the future.
- (c) Common Areas.
- (d) Ponds.

Section 4. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

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

Section 6. "Common Area" shall mean and refer to any 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 Owners.

Section 7. "Declarant" shall mean and refer to Hale Development Co., LLC, an Iowa Limited Liability Company, its successors or assigns.

Section 8. "Declaration" shall mean and refer to this Declaration of Master Covenants, Conditions and Restrictions for Timberline Ridge to which the Properties are subject.

Section 9. "Lot" shall mean and refer to an individual parcel of land within the Properties which is platted for single family residential dwellings; and multi family residential dwellings which may be subject to additional covenants, restrictions and additional owners associations, including condominium associations. In the case of a Condominium Regime subjected to this

Declaration, a Lot shall also refer to an individual Unit together with any and all other interests appurtenant to such Unit as provided in the recorded Declaration of Submission to Horizontal Property Regime for such Condominium Regime.

Section 10. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 11. "Member Associations" shall mean and refer to any association of Owners located in a specific identified subdivision or plat of the Properties subject to additional covenants, restrictions and additional owners associations.

Section 12. "Owner" shall mean and refer to the record owner; whether one or more persons or entities, of the legal or equitable title to any Lot that is a part of the Properties.

Section 13. "Properties" shall have the meaning set forth on Page 1.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership. When more than one person holds an interest in any Lot, all such persons shall be Members.

Section 2. Voting. Subject to provisions of Section 3 of this Article the Owners shall be entitled to one vote for each Lot owned. 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. All votes for Owners of Lots subject to a Member Association established to serve a specific subdivision or plat within the Properties shall be voted "en block" by an individual selected by the Board of Directors of each Member Association. For example, if the votes of the Owners of a specific Member Association vote 120 for and 40 against a resolution, the designated representative would cast the votes on behalf of the Member Association 120 for and 40 against the resolution at any meeting of the Association duly called for the purpose of such resolution.

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

Section 4. Board of Directors. The voting Members shall elect a Board of Directors of the Association as prescribed by the Bylaws of the Association. The Board of Directors shall manage the affairs and business of the Association.

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

Section 6. Notice of Meetings of Members. Unless the Articles of Incorporation or the Bylaws otherwise provide, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes or purposes for which the meeting is called, shall be delivered no less than five (5) nor more fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President or Secretary, or the officer or persons calling the meetings, to each Member entitled to vote at such meeting. If mailed such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at his/her/its address as it appears on the records of the Association. with postage thereon prepaid.

Section 7. Duration. No dissolution of the Association shall occur without the prior approval and consent of the City.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant for the entire Properties, hereby covenants, and each Owner of any portion of the Properties by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) an annual assessment or proration thereof, (2) a transfer assessment, (3) special assessments for capital improvements and operating deficits, and (4) special assessments as provided in this Article III, Article IV, and Article V; such assessments to be established and collected as hereinafter provided. The annual transfer and special assessments, together with late fees, interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment became due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners within the Properties; for improvement, maintenance, repair, replacement, removal, decoration and demolition of the Association Responsibility Elements; for payment of insurance, utility expenses, salaries, and

real estate taxes and assessments associated with the Association, the Association Responsibility Elements and the Common Area; and for other purposes specifically provided herein.

Section 3. Maximum Annual Assessment. The Board of Directors shall establish the maximum annual assessment (initial assessment shall be \$75.00 per Lot) to be assessed against each Lot, which assessment shall include a pro rata portion of the amount of real estate taxes and special assessments payable by the Association. Rates for both annual assessments and special assessments must be fixed at a uniform rate for all Lots. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the annual assessment, special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto.

Section 4. Transfer Assessment. At the time of the closing on any Lot, a transfer assessment in the amount of \$75.00 shall be paid to the Association by the initial and any subsequent purchaser of any Lot. By including this notice of a transfer assessment in this Declaration all purchasers are put on notice that upon conveyance of title to such purchasers, unless paid to the Association at the closing, a lien for the transfer assessment shall immediately attach to such Lot.

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

Section 6. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, removal or demolition of a capital improvement that the Association is required to maintain or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance of a Lot by Declarant. Upon such conveyance, the annual assessment and special assessments prorated to December 31 must be paid to the Association. The Board of Directors shall establish the due dates for all assessments. All payments shall be made on or before the due date. Both annual assessments and special assessments shall be collected by the Association, in advance, in annual installments due on January 1.

Section 8. Declarant Exempt from Assessments. Declarant shall not be liable for annual, transfer or special assessments upon Lots owned by it. Declarant is not responsible for the establishment of a budget as long as Declarant is the sole voting member of the Association. The Association and Declarant are not required to submit statements for assessments to any Owner.

Section 9. Collection of Assessments by Member Associations. The assessments levied by the Association herein against Owners of Lots that are subject to a Member Association shall be assessed to and collected by the Member Associations. If such assessment is not paid by the Member Association within sixty (60) days after written notice to such Member Association, the assessment shall be a personal obligation of such Member Association and the Owner of each Lot subject to such Member Association on a per Lot basis.

Section 10. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15% per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 11. Subordination of Assessments Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The assessment shall be paid prior to or at the closing of sale or transfer of any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. The failure of an Owner to pay assessments as provided in this Article m shall not constitute a default under a mortgage insured by the Federal Mortgage Agencies.

Section 12. Assessment Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

ARTICLE IV
MAINTENANCE OBLIGATIONS OF ASSOCIATION AND COMMON AREA

Section 1. Maintenance of Association Responsibility Elements. The Association shall provide all maintenance, repair, replacement, restoration, removal, decoration and demolition of the Association Responsibility Elements, including (but not limited to) all necessary painting, repairs, replacements and care of signs, monuments, fountains and other structures. In the case of lawns, shrubs, trees, and other elements of landscaping, the Association shall perform all routine maintenance, including (but not limited to) all necessary mowing, trimming, and replacement of landscaping, and use of pesticides to control infestation of weeds and insects.

Section 2. Contracts and Agreements. The Board of Directors, in its sole discretion, shall enter into any contract, agreement, lease, management contract, employment contractor lease of recreational equipment and facilities engage the services of and discharge any manager, activities director, managing agent, independent contractor or other employee as it deems necessary. The Board of Directors, in its sole discretion, shall determine the duties and compensation of such persons so employed.

Section 3. Maintenance of Common Area. The Association shall be the owner of the Common Area and shall timely pay all real estate taxes and assessments levied against the Common Area. Declarant hereby covenants for itself, its successors and assigns that it shall convey to the Association the fee title to the Common Area free and clear of all Mechanic's Liens or any liens or encumbrances whatsoever, except covenants, easements, conditions and restrictions whether or not of record or created by this Declaration or granted to any public authority.

Section 4. Use of Common Area. The Common Area shall be used strictly in accordance with the provisions of the rules and regulations adopted by the Association governing the use of the Common Area and the Association Responsibility Elements, and such rules shall be observed and obeyed by the Owners, their guests, and licensees. No Owner shall obstruct or interfere whatever with the rights and privileges of the Association in the Common Area. Nothing shall be altered in, constructed in or removed from the Common Area, except upon written consent of the Board of Directors. An Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by any intentional, negligent or careless act by such Owner, or by any family guest, employee, agent, or lessee of such Owner. Any such expense shall become a special assessment and lien upon the Lot of such Owner and shall become due and payable upon demand. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area or the Association Responsibility Elements without prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area or the Association Responsibility Elements, which would be in violation of any law, or which maybe or become a nuisance or annoyance to the

other Owners.

Section 5. Gas Line Installation. The Common Area and Outlots V and W may be used by the City of Waukee, by and through its agents, for the purpose of installing gas lines and meters for all Lots (for service from the rear of the respective lots) within the Association. After the installation, the areas of actual placement of the utility, i.e., the ground over, under and across the gas line must be maintain in a manner to allow access to the installed lines for future maintenance and repair. No buildings, trees, shrubs or obstacles shall be placed and/or constructed in a manner that would prevent or hinder any required repairs or maintenance of the gas lines or meters so placed to provide gas service to the Lots.

ARTICLE V INSURANCE

Section 1. Liability Insurance. The Association shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, its agents and employees, the Owners and all other persons entitled to use the Common Area. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to, worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf 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. The policy shall provide that it may not be cancelled or substantially modified without prior written notice to any and all insureds named thereon, including the Association.

Section 2. Assessment for Insurance. The premiums for the insurance hereinabove described shall be paid by the Association and the pro rata cost thereof shall become a part of the annual assessment over and above the assessments described in Article m herein.

ARTICLE VI GENERAL PROVISIONS

Section 1. Rules and Regulations. The Association shall have the authority to amend and adopt rules and regulations governing the use of the Common Area and such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns, and licensees. Such rules after being property adopted at a meeting duly called for such purpose shall have the same force and effect as if contained in this Declaration.

Section 2. No Waiver. Failure of the Association or any Owner to enforce any covenant, condition or restriction of this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to enforce the same thereafter.

Section 3. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the Owners and all parties claiming under them, and the City (if it so elects by approval of its City Council) shall have the right to enforce the covenants, conditions, and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

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

Section 5. Amendment. This Declaration may be amended or changed by an instrument recorded in the Office of the Recorder of Dallas County, Iowa, signed or approved by at least two-thirds of the then Owners; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Notwithstanding the foregoing, this Declaration may be amended by Declarant without approval by the other Owners so long as Declarant has any ownership interest in any Lot.

However, notwithstanding anything in this Declaration to the contrary, no amendment or attempted revocation of this Declaration made without prior written consent of the City shall be effective to relieve the Association from its responsibility under Article IV to maintain Outlots "V" and "W" of Timberline Ridge, Plat 1, nor to relieve the owners of record of Lots 1 through 39 of Timberline Ridge, Plat 1 and any Lots hereafter to this Declaration pursuant to Article VII, from their shared responsibility pursuant to Article III to pay the annual assessments necessary for the proper maintenance of said Outlots "V" and "W".

Section 6. Duration. This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty-one (21) years from the date of recordation in the Office of the Recorder of Dallas County, Iowa, and shall automatically extend for successive periods often (10) years each unless prior to the expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the provisions hereof, but the same shall remain in full force and effect.

ARTICLE VII ANNEXATION AND REMOVAL OF LAND

Section 1. Conveyance of Additional Common Area and Additional Responsibility Elements.

Declarant shall have the right at any time to convey additional Common Area to the Association or to add additional Association Responsibility Elements. Nothing in this Section, however, shall be deemed to be an obligation on the part of 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.

Section 2. Subjecting Additional Land to Declaration. Declarant shall have the irrevocable right to subject Additional Land to the terms of this Declaration at any time in the future without the consent of the Association. The Additional Land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the Additional Land shall automatically become Members of the Association in the same manner as described in this Declaration and shall be subject to the same applicable terms, conditions, duties and assessments as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Recorder of Dallas County, Iowa. No approval of the Association or any other person shall be necessary.

Section 3. Removing Land from Operation of Declaration. Declarant shall have the right now and in the future to remove any portion of the Properties from the operation of this Declaration provided that the portion so removed has not yet been platted into individual lots and a plat for that portion has not been filed of record with the Auditor of Dallas County, Iowa. Declarant shall signify this removal by filing an amendment to this Declaration with the Recorder of Dallas County, Iowa. No approval of the Association or any other person shall be necessary.

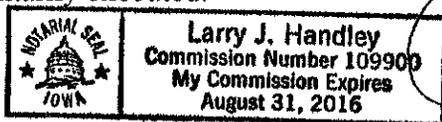
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first hereinabove written.

HALE DEVELOPMENT CO., LLC

BY [Signature]
Authorized Signature

STATE OF IOWA)
)
COUNTY OF POLK) ss

On this 17th day of April, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lisa Cowart to me personally known who, being by me duly sworn, did say that he is the Manager of the Iowa Limited Liability Company, executing the foregoing instrument, that no seal has been procured by the Limited Liability Company; that the instrument was signed on behalf of the Limited Liability Company by authority of its managers and that Lisa Cowart acknowledged execution of the instrument to be the voluntary act and deed of the Limited Liability Company by it voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa

Prepared by: Larry J. Handley, 2575 North Ankeny Blvd., Ste. 221, Ankeny, IA 50023 (515) 965-1200
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Hale Development Co., LLC
Declarant
to
Whom It May Concern

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**
Dated: _____
Filed: _____

WITNESSETH:

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

Lots 1 through 39 Outlot V and Outlot W in Timberline Ridge Plat 1, now in and forming a part of the City of Waukee, Dallas County, Iowa.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above, which it owns outright as platted lots in a subdivision, shall 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 of, and which shall run with, the real property and be binding on all parties having any right, title and interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as securities for the performance of an obligation.

Section 2. "Plat" shall mean and refer to the real property described as Lots 1 through 39, Outlot V and Outlot W in Timberline Ridge Plat 1, now in and forming a part of the City of Waukee, Dallas County, Iowa.

Section 3. "Lot" shall mean and refer to an individual parcel of land within the Plat upon which a dwelling can be constructed.

Section 4. "Declarant" shall mean and refer to Hale Development Co., LLC, its successors and assigns.

Section 5. "Improved Lot" shall mean one or more lots with a house residence located thereon.

Section 6. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

ARTICLE II GENERAL PROVISIONS

Section 1. Lot Enforcement. The Declarant or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, failure by the Declarant or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do thereafter.

Section 2. Severability. The invalidity of any one or more phrases, sentences, clauses, paragraphs, sections or Articles hereof shall not affect the remaining portions of this instrument of any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs, sections or Articles contained therein should be held invalid or should operate to render this agreement invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections, Article or Articles have not been inserted, and shall in no way affect any of the other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by the affirmative vote of not less than two-thirds of the lot Owners at a meeting called by any Lot Owner for said purpose. Said notice to be in writing and delivered or mailed to the Lot Owners no less than thirty (30) days nor more than sixty (60) days prior to the date of such proposed meeting and at such meeting each shall have voting rights as provided for herein. Any amendment must be recorded. Provided, however, until the Declarant, or its Assignee, has sold all of the Lots which are or will be part of the above-

described real property, the Declarant may make amendments or modifications to this Declaration without the consent of any other owners or other party. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the Recorder.

ARTICLE III GENERAL RESTRICTION ON USE

Section 1. Use. All Lots shall be for residential use, single-family occupancy for each residential unit, and shall not be occupied by more than one family or two unrelated persons and their family.

Section 2. Size. The construction of all units must comply with the Architectural Guidelines and Landscape Guidelines as approved by the City of Waukee for the Plat. No owners may build a barn for horses. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any Restrictive Covenants. In any case, no single story dwelling shall be permitted on any lot or acreage described herein having ground floor square foot area of less than 1,300 square feet per unit. The minimum square foot area in any or all units is and shall be exclusive of the attached garage and basement.

Section 3. Subdivision/Completion. No Lots in any of the subdivisions or properties may be subdivided and no accessory basement or temporary building shall be used or occupied as living quarters.

Section 4. Exterior Style. Declarant must approve, in writing, any and all building plans in all respects, included but not limited to, color of house and style of house. Painting without written consent will subject the builder/homeowner to repainting at their expense.

Section 5. Outside Buildings. No outside toilets shall be allowed and all sanitary and sewer arrangements must comply with the specifications and regulations of the Declarant and of the local and/or state health officers. All buildings having plumbing facilities shall be required to be connected to the water system and any sewer systems.

Section 6. Maintenance. Titleholder of such lot, vacant or improved, shall keep his lot or lots free of weeds or debris.

Section 7. Nuisance Activity. No noxious or offensive activities shall be permitted on any Lot nor shall anything be permitted which shall be or become an annoyance or nuisance to the neighborhood.

Section 8. Animals Prohibited. No animals, livestock or poultry of any kind shall be raised or bred on any of the properties except that a dog (with the exclusion of pitbull terriers) cat or other household pets may be kept on the properties but shall not be allowed to run at large.

No horses or ponies shall be kept on any of the properties. No titleholder of any lot platted herein shall keep, raise or in any manner harbor on the subject premises any exotic pets or animals.

Section 9. Advertising Prohibited. No advertising signs of any type or nature shall be allowed on the properties or Common Area, except that a sign or signs may be placed thereon designating the name and location of the properties. No commercial or businesslike activities shall be carried on any of the said properties except for home occupations or professions.

Section 10. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot, block or driveway in said subdivision.

Section 11. Building Setbacks. No building shall be erected on any residential lot nearer to the respective streets than thirty (30) feet.

No building shall be erected or set back a distance of five (5) greater than that shown in the previous paragraph for the respective lots.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 1. Water Lines. Each Lot Owner will be responsible for the repair and maintenance of the waterlines on his Lot to the middle of the street or road.

Section 2. Fences. No fences may be built forward of the centerline of the house built on a building plat or lot. Rear yard fencing is discouraged. There shall be no fencing or other obstruction on any utility easement or drainage easement.

Section 3. Satellite Dishes. No satellite dish or parabolic device used to receive television signals 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 an acceptable fashion;
- b.) It shall be located so that no part of the dish is in front of the home it serves;
- c.) It shall not exceed two (2) feet in diameter;
- d.) It shall be grey in color, or, to the extent technically feasible, be painted to match the color of the home it services; and,
- e.) It shall be appropriately landscaped and screened with shrubs and bushes or appropriate fencing, as the case shall be.

Section 4. Recreational Equipment. No recreational vehicle, motor home, boat, snowmobile, motorcycle or trailer may be parked or stored upon any lot for more than thirty (30) days during any calendar year, unless the same is located within a garage.

Section 5. Exterior Style. Declarant must, in writing, approve any and all building plans in all respects, including but not limited to, color of house and style and color of roof. All structures shall blend with the terrain rather than contrast with it. All exposed concrete block or tile foundations must be brick or stone veneered or stucco textured.

Section 6. Temporary and Other Structures: Certain Uses: No temporary building or structure shall be built or maintained on any Lot. No housetrailer, tents, campers, mobile homes or other similar structures shall be erected, moved onto or placed upon the said premises to be used for living quarters. No house, residence or other temporary building or shack may be moved onto any of said Lots. All residences must be completed on the interior and exterior within twelve (12) months of the date construction begins. The construction of any building or structure on any Building Lot shall be performed utilizing acceptable construction methods and procedures including but not limited to on site "stick built" construction.

Section 7. Easements: Easements for installation and maintenance of utilities are reserved as shown on the Plat as recorded. The Owner and/or Occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or Occupant, maintain, keep, and preserve that portion of the easement within the respective Lot at all times in good repair and condition and shall neither erect or permit erection of any building, structure or other improvement of any kind within the easement areas (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any public utility services or drainage facilities within such easement areas. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.

Section 8. Sodding or Seeding: Within ninety (90) days of completion of a dwelling upon a Lot all portions of the Lot shall be fully seeded or sodded. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.

Section 9. Erosion Control and Storm Water Discharge Permitting Requirements. The Owner and/or Occupant of each Lot, jointly and severally, whether vacant or improved, their agents, heirs and/or building contractors shall take all necessary precautions to prevent, stabilize and control erosion within its Lot to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot. In the event of any occurrence of any soil erosion, the Owner and/or Occupant of the Lot shall, jointly and severally, promptly clean up all eroded sediment and restore all affected areas to their original condition.

Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge permits and any storm water pollution prevention plan which includes the Lot.

During the ownership of the Lot, Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, clean-up costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

Section 10. Trash Receptacles: No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or out building unless hidden by an attractive screen of suitable height or sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or out building no earlier than twelve (12) hours prior to a scheduled pickup of such trash. Such unscreened trash containers must be returned to the screened area, underground location or inside a dwelling, garage or out building within twelve (12) hours following a scheduled pickup.

Section 11. Mailboxes: The Declarant may, at its discretion, install neighborhood mailbox cluster units according to United States Postal Service regulations. The Owner and or Occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

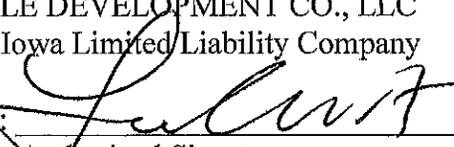
Any mailbox required to be placed by an individual Owner shall be installed and maintained by the Owner in accordance to United States Postal regulations.

Section 12. Security Lighting: Security or decorative lighting for driveways, parking and other areas shall be designed, located and directed in a manner which shall avoid direct lighting onto adjoining Lots.

Section 13. Association: The Declarant reserves the right at any time to form a Homeowner's Association which Association shall incorporate all Lots for the purpose of maintenance of any and all Common Areas developed as part of the platting process (example: Outlot V and Outlot W, Plat 1) and to establish fees and assessments for each Lot/Owner for the payment of any and all maintenance expenses associated with Common Areas.

IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions was made on the 17 day of April, 2014.

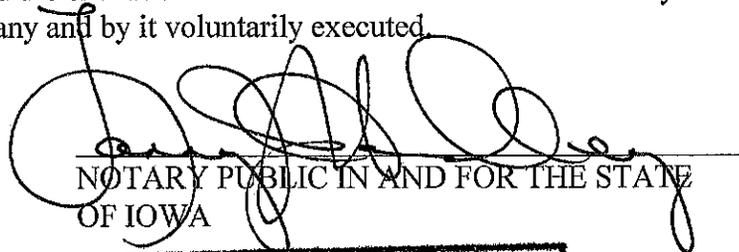
HALE DEVELOPMENT CO., LLC
An Iowa Limited Liability Company

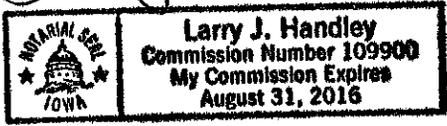
BY: 

Authorized Signature

STATE OF IOWA)
)
COUNTY OF POLK) ss.

On this 17th day of April, 2014, before me, a Notary Public in and for the said State, personally appeared Lisa Cowart, to me personally known, who being by me duly sworn did say that that person is Manager of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members and the said Lisa Cowart acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company and by it voluntarily executed.


NOTARY PUBLIC IN AND FOR THE STATE
OF IOWA



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