

*Prepared by and after*

*Recording Return to:* Timothy R. Williams, 505 Fifth Avenue, Suite 535, Des Moines, Iowa 50309-2320  
(515) 280-3300

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR LOTS 1 THROUGH 25 INCLUSIVE IN**  
**SPYGLASS PLAT 2, AN OFFICIAL PLAT,**  
**WAUKEE, DALLAS COUNTY, IOWA.**

Spyglass 2, L.L.C., an Iowa limited liability company, being the owner of the following described real estate, to-wit:

Lot "A" of Plat of Survey recorded in Book 711 Page 299, being a part of Lot 1 of Government Lot 12 in Section 5, Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa

(sometimes referred to herein as the "Property"), to be known as:

Spyglass Plat 2, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa

does hereby establish and place residential covenants, conditions and restrictions ("Covenants") upon the Property which shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of the Property, and which shall run with the real estate and be binding on all parties having any right, 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.

I. DEFINITIONS.

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- A. "Spyglass Plat 2" shall mean Lots 1-25, inclusive, located in the residential subdivision to be known as Spyglass Plat 2, an Official Plat, now included in and forming a part of the City of Waukee, Iowa.

- C. "Lot" shall mean any buildable individual parcel of land that is shown upon the recorded plat of Spyglass Plat 2.
- D. "Building Plot" shall mean one or more platted Lots on which a home is to be located.
- E. "Owner" shall mean the record holder, whether one or more persons or entities, of the fee simple title to or vendee under an installment real estate contract of any Lot.
- F. "City" shall mean the City of Waukee, Iowa, a municipal corporation.

II. DESIGNATION OF USE.

Lots 1-25, inclusive in Spyglass Plat 2, Waukee, Dallas County, Iowa, shall be known and described as residential building Lots or Building Plots and shall not be developed with more than one "SINGLE FAMILY" dwelling for each platted Lot, and shall not be improved, used or occupied for other than private residential purposes, consistent with these Covenants and with the Zoning Ordinances of the City.

III. BUILDING AREA; RESTRICTIONS

A. No building or structure shall be constructed, altered, or maintained on any Lot or Building Plot other than a SINGLE-FAMILY home or any structure allowed by the City Zoning Ordinances. All single-family homes shall contain the following minimum square footages of finished living space and meet the following requirements:

For LOTS 1 through 25, inclusive:

- i. One-story/ranch dwellings must have a ground floor finished floor area of not less than 1,700 square feet.
- ii. One and one-half story dwellings must have not less than 1,200 square feet of finished floor area on the main level and a total of all levels of not less than 2,300 square feet.
- iii. Two-story dwellings must have a total of not less than 2,300 square feet finished area.

- iv. Split entry dwellings must have not less than 2,300 square feet of finished floor area on the upper level, but a 70% credit will be given for finished floor area of lower level which is 50% or more exposed over finished grade;
- v. Split level dwellings must have not less than 2,300 square feet of finished area directly under the roof, but a 70% credit will be given for finished area of lower level which is 50% or more exposed over finished grade;
- vi. No building shall be erected on any Lot or Building Plot unless the design and location is in harmony with existing structures within the Property as determined in the building plans review process described below in Article IV; and
- vii. In the computation of square footages under this paragraph, any porches, breezeways, attached or built-in garages, finished basement areas or four-season porches shall be excluded.

B. All structures built in Spyglass 2 shall blend in with the terrain rather than contrast with it. The use of natural materials is encouraged, i.e., stained wood, stone, brick and warm-toned shingles, as well as soft, earth-tone colors. Any exposed portion of a foundation as permitted herein shall be painted to match the remainder of the structure. At least 40% of the front of each home in Spyglass 2 shall be brick, stone veneer or stucco. All structures built in Spyglass 2 shall be shingled with materials and be in colors acceptable to the Declarant described below in these Covenants.

C. All residences shall have, at a minimum, an attached 3-car garage. Detached garages shall not be permitted. All driveways shall be constructed of Portland cement concrete. Each dwelling shall provide off-street parking for a minimum of three cars, in addition to the attached garage. In computing the off-street parking capacity, the area immediately adjacent to the garage doors shall also be included. No garage doors over eight feet in height shall be permitted.

D. No fences may be built forward of the centerline of the house built on a Building Plot or Lot. There shall be no fencing or other obstructions on any sanitary sewer easement or drainage easement unless approved in writing by the City. All fences shall be no more than six (6) feet in height and shall be a black,

vinyl-clad cyclone fence or decorative steel, wood or vinyl fences acceptable to the Declarant in the review process described below in paragraph IV.

E. No satellite dish shall be located upon any Lot unless it meets the following requirements:

- i. It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in an acceptable fashion;
- ii. It shall be located so that no part of the device is in front of the home it serves unless it is impossible to locate it elsewhere and make the dish workable;
- iii. It shall not exceed two and six-tenths (2.6) feet in diameter;
- iv. It shall be constructed of metal material, gray or black in color, or, to the extent technically feasible, be painted to match the color of the home it serves; and
- v. Ground mounted satellite dishes shall be permitted.

F. No light poles shall be used or placed upon any Lot that extend more than 10 feet above grade. All light poles shall be of a residential design. All pole lights shall be positioned and directed so as not to directly shine onto any adjoining Lot or constitute a nuisance to any adjoining Lot Owner.

G. No exterior towers or antennas of any kind shall be constructed or permitted on any Lot or installed on any structure; however, television or radio antennas shall be permitted in the attic of a residential dwelling or structure.

H. In ground swimming pools are permitted.

I. No trash receptacles or garbage cans shall be permitted to be placed outside of a building or a structure on any Lot unless hidden by an attractive screen or landscaping of suitable height and variety.

J Any play sets erected shall be earth-tone in color, not exceed ten (10) feet in height, be properly maintained, and located only in the rear yard of a Lot.

K. No Outbuildings shall be permitted; provided, however, garden sheds shall be permitted so long as:

- i. They are no larger than permitted by the City.
- ii. They are constructed with the same siding and roofing material as the home on the Lot or Building Plot and painted the same color as the home.
- iii. They are not metal sheds but shall have the same appearance as the home on the Lot.
- iv. They are not closer than 8 feet from the side Lot lines and not closer than 10 feet from the principal building and not closer than 10 feet from the rear Lot line; provided, that no shed shall be built within any easement area.

L. No manufactured homes or buildings, mobile homes or mobile buildings shall be placed on or erected on any Lot. No houses or buildings shall be moved into or onto any Lot. All homes and buildings shall be constructed in place on a Lot; provided, however, panelized construction of a home on a Lot shall be permitted. Modular built homes may be allowed but only with the approval of the Declarant as described below in Article IV.

M. The minimum setbacks as specified in this Declaration shall be measured from the Lot line from which the setback is being measured to the nearest building or structure. No buildings or structures (except for permitted fences, drive entrance columns, or mailboxes) shall be constructed or maintained within the required minimum setback area. The definition of the terms "front yard", "side yard", "rear yard", "building", "structure" or other similar term relating to setbacks shall be the same as that definition contained in the City's Zoning Ordinance now or in the future and the setbacks shall be the same as required by the City's Zoning Ordinance now or in the future. Lots shall also be subject to all setbacks, easements and restrictions shown on the plat of Spyglass 2 filed of public record. The following specific bulk requirements shall apply to the Property:

- i. Lot Area: Minimum of 10,000 square feet.
- ii. Lot Width: Minimum of 70 feet.
- iii. Front Yard Setback: Minimum of 30 feet.

- iv. Rear Yard Setbacks: Minimum of 35 feet.
- v. Side Yard Setbacks: Minimum of 8 feet on each side yard.

N. Items such as garbage cans, clotheslines, lawn or garden equipment, building materials and other similar items shall be stored out of public view. Garbage or trash receptacles may be placed curbside the evening before pick-up and shall be returned to acceptable storage out of view by the evening of the day of pick-up. Firewood shall not be stored on the front or side of a house. Firewood shall be neatly stacked behind the house out of sight from public view and shall not consist of more than one stack which shall not be in excess of 4' x 4' x 8' in size. Furthermore, any repair of motorcycles, automobiles, vehicle, boats or equipment shall be done completely out of public view.

O. No vehicles offensive to the neighborhood shall be stored, parked or abandoned on any Lot or street. Nothing in this paragraph, however, shall prohibit the parking of usual and customary construction equipment and vehicles during the time construction takes place on a Lot or street.

P. Upon taking possession of a Lot, Owners agree to comply with all erosion control requirements applying to their Lot, including but not limited to the following:

- i. Owners, their agents, assigns, heirs and/or building contractors shall take all necessary precautions to properly and lawfully manage storm water runoff; to prevent, stabilize, and/or control erosion; to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot; and, in the event any of the above requirements are not met, to promptly clean up all eroded sediment and to restore all affected areas to their original condition and take all remedial steps required pursuant to applicable law, including City of Waukee requirements;
- ii. Owners shall comply with all applicable Federal, State and local erosion control ordinances and permits which pertain to the Lots, including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No. 2 ("the Permit") and having in place a Storm Water Pollution Prevention Plan (commonly called "SWPPP") as required by the E.P.A;

- iii. If the Declarant or a Lot Owner is cited for or notified about an alleged violation of any erosion control provision, or storm water management requirements which occurs after an Owner takes possession of a Lot, by a governmental authority, including the City of Waukee, for a condition existing on or coming from the Owner's Lot, or migrating beyond the Lot, or other violation of law, the Owner shall promptly take the required remedial action and corrective measures requested by the governmental authority and the Owner shall also indemnify and hold the Declarant harmless from and against any and all claims, damages, fines, attorney fees, assessments, levies and/or costs incurred by the Declarant related to the citation or notice caused by the Owner's action or inaction; and
- iv. If in the opinion of the Declarant erosion is not properly controlled, corrective action may be taken by the Declarant, and an automatic easement granted to implement the corrective action, and the actual costs thereof plus an administrative fee, as determined by the Declarant, shall be assessed against the offending Lot.

Q. Drainage and water runoff from an Owner's Lot shall not adversely affect any other Owner, Lot or street and each Owner shall indemnify and hold harmless all other Owners and the Declarant from and against any and all damages or liability caused by an Owner's violation of this paragraph regarding drainage and water runoff.

R. There shall be no signs posted on or within Spyglass 2 except those approved by the Declarant and except reasonable "For Sale" signs maintained by Declarant or any agents or brokers regarding sale of Lots by Owners. In no event shall any sign permitted by this paragraph be placed on any City right of way.

S. There shall be a limited noise level of thirty (30) decibels allowed to be emitted from any Lot when measured from any other Lot. Exceptions shall be lawnmowers, snow blowers, chainsaws, or other standard exterior maintenance equipment and construction work, for which levels may reach sixty (60) decibels but only between 7:00 A.M. and 9:00 P.M.

T. Any chemical, fertilizer, herbicide or pesticide that may be used on any Lot shall be maintained, applied and disposed of in an environmentally

responsible and lawful manner, Declarant reserves the right to ban or further regulate any chemical fertilizer, herbicide or pesticide pursuant to rules and regulations adopted by Declarant.

U. No person shall change the grade or elevation of any easement area within the Property reserved by the Declarant or dedicated to the City or other entity nor construct any fence or place any obstruction on or over the easement area unless approval has been obtained in writing from the City.

V. No steel, aluminum or vinyl siding or masonite board shall be allowed to be used for siding on any home or garden shed exterior. Siding commonly known as cement board or "LP Smart Siding" shall be permitted as well as comparable concrete siding.

W. Pursuant to City policy, a pedestrian sidewalk shall be required over Lots in Spyglass 2.

#### IV. REVIEW OF BUILDING PLANS

No home, building or structure shall be erected upon any Lot until site plans and building plans have been first submitted to the Declarant and found in compliance with these Covenants and the Architectural Standards attached hereto as Addendum A, and hereby made a part of these Covenants, and approved in writing by Declarant. The Declarant shall consult with its architect in this review process. If the Declarant ceases or neglects to perform this review and approval function, the Lot Owners shall have the right to elect a three-member committee to assume this role by a majority vote of Lots in each plat (with each Lot entitled to one vote).

#### V. NOXIOUS ACTIVITIES; LIVESTOCK.

No noxious or offensive activity, sound, vibration, 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, offensive or a nuisance either temporarily or permanently.

No animals, livestock, chickens or other poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other common domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall the number of dogs or cats or other domestic pets be maintained on any one Building Plot or Lot at any one given time exceeding the limit established by the ordinances of the City. Dogs shall be kept in strict accord

with the applicable leash ordinances of the City. Owners of dogs and cats or other pets shall promptly clean up after their pets, including droppings in the Owner's yard, droppings on sidewalks, streets, or other Lots.

Pet enclosures shall be located only in rear yards and shall be at least twenty (20) feet from any Lot lines. Said enclosures shall be constructed of black, vinyl-clad cyclone fencing, and fully screened with landscaping (preferably evergreens).

VI. LANDSCAPING AND CARE.

When dwellings are completed, all Building Plots or Lots shall be fully sodded, from the front Lot line to the rear Lot line except where the topography or tree cover does not make sodding practical; provided, however, that in lieu of sodding, the rear yard area may be "terra-seeded" by a recognized company approved by the Declarant incorporating at least a one inch mulch application.

When dwellings are constructed on a Building Plot or Lot, the following trees must be planted thereon unless such trees are already in place: A minimum of two (2) two-inch caliper trees shall be planted in the front yard. Decorative prairie grass may be used when approved by Declarant.

VII. WEED CONTROL.

The Owner and/or person in possession of each Lot, whether vacant or improved, shall keep the same free of rubbish, trash, weeds, and debris. If said Owner or person in possession fails to keep a Lot free of rubbish, trash, weeds and debris as required in this paragraph and is in receipt of written notice delivered by certified mail from Declarant or by any Lot Owner within seventy-five (75) feet of such Lot, to cut such weeds and remove such debris within ten (10) days but has failed to take appropriate corrective action, the Declarant or the Lot Owner giving such notice, as the case may be, may enter upon the Lot or Outlot to cut or cause to be cut such weeds, or to remove or cause to be removed such rubbish and/or debris, and said Declarant or Lot Owner shall have a right of action against the Owner of such Lot for collection of the cost thereof, including the right to assess the cost against the offending Lot.

VIII. TEMPORARY STRUCTURES OR EQUIPMENT.

No building or structure of a temporary character or any vehicle, including but not limited to trailers, recreational vehicles, motor homes, basements, tents, shacks, garages or Outbuildings shall be constructed or used at any time as a residential dwelling on any Building Plot or Lot either temporarily or permanently.

IX. RECREATIONAL EQUIPMENT.

No recreational vehicle, all-terrain vehicle, motor home, boat, snowmobile, motorcycle, personal water craft, or trailer or similar devices may be parked or stored upon any Lot for more than seven (7) days during any calendar year, unless the same is located in a garage.

X. COMMERCIAL ACTIVITY PROHIBITED.

No home occupation or business, nor any commercial activity, shall be conducted on any Building Plot or Lot, except as permitted by the City Zoning Ordinance.

XI. EASEMENTS.

The Property is subject to easements for installation and maintenance of utilities, landscaping, and drainage facilities shown on the recorded plat of Spyglass 2 or by separate easements recorded at the time the Final Plat of Spyglass 2 is filed. The Owner and/or a person in possession of a Building Plot or Lot shall, at his or her expense, maintain, keep and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building or structure of any kind, nor permit any growth of any kind within said easement which might interfere in any way with the use and patrolling of any of the utility services landscaping or drainage within the easements or contemplated to be installed within the easements in the future and fully comply with all of the terms of said easements.

XII. MAILBOXES.

Declarant shall have the right to establish written standards regarding mailboxes within the Property to ensure uniformity and to prevent distractions, subject to any City regulations. Kiosk mail boxes will be used in Spyglass 2. These standards may include the color, type, style, lettering, nature and location of mailboxes. The United States Postal Service, however, may now or in the future establish rules and regulations which may require Declarant to modify the mailbox standards. In the event of any conflict between the United States Postal Service rules and regulations and the terms of this paragraph regarding mailboxes, the United States Postal Service rules and regulations shall control without the need to amend or modify these Covenants.

XIV. ENFORCEMENT OF COVENANTS

The Covenants shall be deemed to run with the land to which they apply, and the Declarant or any Owner may bring an action in any court of competent jurisdiction to enforce these Covenants and enjoin their violation or to seek damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity.

XV. AMENDMENTS TO COVENANTS.

So long as Declarant owns any Lots or the Outlot within the Property, it shall have the absolute right to make minor amendments to this Declaration in order to correct any typographical errors without anyone's consent. Likewise, the Declarant shall have the right to make minor amendments to this Declaration to address any oversights; clarify any provision thereof; or to carry out the intent of this Declaration or to address development issues not contemplated at the date hereof, or address issues raised by the City, all without the necessity of obtaining any approval or consent of any Lot owner or any other person except that the City shall have the right to review and approve such minor amendments other than correction of typographical errors. The following requirements of these Covenants, however, shall never be amended by the Declarant except for correction of typographical errors: (i) Minimum Lot square footages; (ii) Minimum Lot widths; (iii) Minimum home square footages; and (iv) the requirement that the Property be used only for Single Family purposes.

XVII. PERIOD OF COVENANTS.

All of the foregoing Covenants, Conditions and Restrictions set forth in this Declaration shall continue and remain in full force and effect at all times and as to the Property, regardless of how title was acquired, from the date of filing of this Declaration until the 1<sup>st</sup> day of July, 2033, unless amended by an affirmative vote of two-thirds (2/3) of the Lots within the Property (with each Lot entitled to one (1) vote). Any Lot Owner or Declarant or its successor in interest shall be vested with authority to file any extension of these Covenants, Conditions and Restrictions with the Dallas County Recorder if required by law to extend them beyond their initial twenty-one (21) year term.

XIII. ENFORCEABILITY AND WAIVER

A. In the event that any one or more of the foregoing Covenants, Conditions or Restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the

Covenants Conditions and Restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

- B. All Property subject hereto shall also be subject to any and all rights and privileges of the City or acquired or hereafter acquired by the City by dedication, conveyance, filing or recording of plats or covenants as authorized by law. Wherever there is a conflict between these Covenants, Conditions or Restrictions and/or the zoning ordinance or law of the City, County or State, wherein the Property is located, that requirement which is the most restrictive shall be binding.

XIV. ARCHITECTURAL REVIEW PROCESS

The Architectural Review Process as well as all standards and criteria applying to development of Lots within the Property are set forth in Addendum "A" attached hereto and by this reference incorporated in and made a part of these Covenants.

DATED THIS 20<sup>th</sup> DAY OF July, 2013.

**SPYGLASS 2, LLC**

By: \_\_\_\_\_

Terry Lutz, Manager

STATE OF IOWA     )  
                                  ) SS  
COUNTY OF POLK    )

On this 28<sup>th</sup> day of July, 2013, before me, a Notary Public in and for the said State, personally appeared Terry Lutz, to me personally known, who being by me duly sworn did say that that person is Manager of Spyglass 2, LLC, that said instrument was signed on behalf of the company.

*Diana Connolly*  
Notary Public in and for the State of Iowa  
My Commission Expires 6-2-2016

Diana Connolly  
Notary Seal Iowa  
Commission No. 763321  
Expires On 6-2-2016

## ADDENDUM A

### **ARCHITECTURAL REVIEW PROCESS**

The Declarant will review all designs, plans and construction for:

- Consideration of primary site design issues.
- Sensitivity to the special landscape potential of the homesite.
- Compatibility in architectural design.
- Compliance with Covenants, Conditions and Restrictions applying to Spyglass 2.

These Guidelines have been created to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings and specifications. These Guidelines may and will be changed from time to time by the Declarant to meet the spirit and intent of the Declaration of Covenants, Conditions and Restrictions for Spyglass 2.

By encouraging quality and attention to detail, the aesthetic harmony as well as natural tranquility and overall property values in Spyglass 2 should be enhanced and preserved for the benefit of all present and future homeowners.

As long as Declarant owns any Lot in Spyglass 2, this review process shall be conducted by Declarant.

### **ARCHITECTURAL STYLES**

These Guidelines are not intended to dictate specific architectural styles that must be used within the community, but rather to give property owners, their architects or designers a set of guidelines that will make the entire community a more attractive place in which to live. These Guidelines are created to encourage a community of individual outstanding architectural statements that, when viewed together, produce a pleasant environment.

Architectural designs should be customized for each homesite to maximize the natural features that exist. Traditional styles such as Colonial, English Country or French Country are preferred. Contemporary styling is also acceptable when it is consistent with traditional features such as rooflines and materials.

## **MATERIALS**

- a) Exterior walls may incorporate any of the following: brick, stucco, stone, or wood. Bricks should be earth-tone in color. Brick textures should not have contrived surfaces.
- b) Acceptable roofing materials are heavy asphalt shingles.
- c) Windows and Doors; wood, vinyl-clad or aluminum-clad wood; glazing shall be clear or gray tinted only. NO reflective glass will be accepted.
- d) No redwood, steel, vinyl, or aluminum siding or composite or masonite board shall be allowed to be used for siding on any home or garden shed. Siding commonly known as cement board or "LP Smart Siding" or comparable concrete siding is preferred on all Lots. Section III (B) sets forth the required minimum front coverings for homes in the development.
- e) Concrete or pavers should be used in the construction of all driveways and parking areas.

All color material selections will be reviewed during final design review. Colors and materials should be consistent with traditional architectural values.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOTS  
5 THROUGH 9 IN SPYGLASS PLAT 2, AN OFFICIAL PLAT, WAUKEE, IOWA (POND  
MAINTENANCE)**

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Timothy R. Williams  
505 Fifth Avenue, Suite 535  
Des Moines, Iowa 50309 – 2320  
(515) 280-3300

Return Document To: (name and complete address)

City of Waukee, Iowa  
Rebecca Schuett, City Clerk  
230 W. Hickman Road  
Waukee, Iowa 50263

Grantor: Spyglass 2, LLC

Grantee: Spyglass 2, LLC

#1478238

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOTS 5,6,7,8 and 9 in SPYGLASS PLAT 2, OFFICIAL PLAT IN WAUKEE, DALLAS COUNTY, IOWA

Spyglass 2, LLC, an Iowa limited liability company (hereinafter "Owner") being the owner of the following described real estate in Dallas County, Iowa, to-wit:

Lots 5,6,7,8 and 9 in Spyglass Plat 2, an Official Plat now included in and forming a part of the City of Waukee, Dallas County, Iowa (hereinafter the "Property"),

does hereby establish and place covenants, conditions and restrictions (hereinafter the "Covenants") upon the Property which shall be held, sold and conveyed subject to the Covenants which are for the purpose of protecting the value and desirability of the Property, and which shall run with the real estate and be binding on all parties having any right, title or interest in the Property, or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Association. Owners of any of the lots in the Property (hereinafter ("Lot Owners")) shall be members of Spyglass 2 Pond Owners Association, Inc. (hereinafter the "Association") in accordance with the Articles of Incorporation and By Laws of said Association, which are attached hereto as Exhibits A and B respectively and which by this reference are incorporated herein as if fully set out.

2. Assessments. The Association shall have the right to impose and collect by any lawful means from the Lot Owners assessments in such reasonable amounts and for such reasonable purposes related to the Property as determined by the Board of Directors of the Association including, but not limited to, the improvement, repair and maintenance of the pond and water detention areas adjoining the Property .All such assessments shall be the personal liability of the owners of the Lots and shall constitute a lien upon each such Lot which shall run with the land and be binding upon all subsequent owners. Such lien may be foreclosed in the manner of real estate mortgages and shall be subordinate only to real estate taxes and any first mortgage of record. Assessments not paid when due shall bear interest at the rate of ten percent (10%) per annum. If legal action is required to collect a past due assessment, then the Lot Owner hereby agrees to, and shall, pay the Association's reasonable attorneys fees incurred in such action. The Board of Directors of the Association may, in its sole discretion, at any time, impose a special assessment against the Lot Owners to pay for all or part of necessary expenses relating to the pond and water detention area. The Board of Directors may establish different rates of assessment for vacant Lots than for Lots upon which structures have been built.

3. Duration. This Agreement shall run with the land and shall be binding upon all parties and all persons claiming under it until July 30, 2035, prior to which time this Agreement may be extended for an additional period of 21 years by filing a claim in accordance with Sections 614.24 and 614.25 of the Code of Iowa, as amended.

4. Pond /Detention Basin. There is a pond or water detention basin on real estate adjoining the Property (hereinafter the "Pond"). Unless otherwise amended by the Board of Directors of the Association, the following restrictions shall apply to the Pond, to-wit:

a. No motorized water craft of any kind shall be allowed on the Pond.

b. No Lot Owner will alter or impede the shoreline or stabilization of the Pond, nor shall any Lot Owner plant any trees or other plantings or erect any structure within ten (10) feet of the shoreline of the Pond.

5. Shoreline Stabilization. Each Lot Owner shall be responsible and pay for the installation, repair, maintenance and replacement of the shoreline stabilization of the Pond, including labor and materials relating thereto. The initial stabilization plan shall be noted on the plat drawings for Spyglass Plat 2. The Board of Directors may from time to time adopt new or additional stabilization requirements upon the Lot Owners.

Dated this 28<sup>th</sup> day of July, 2014

SPYGLASS 2, LLC

By:   
Terry Lutz, Manager

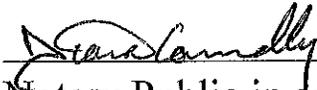
State of Iowa

} SS:

County of Polk

On this 28<sup>th</sup> day of July, 2014, before me, a Notary Public in and for the State, personally appeared Terry Lutz, to me personally known, who being me duly sworn did state that he is the Manager of Spyglass 2, LLC and that said instrument was executed on behalf of the company.

Diana Connolly  
Notary Seal Iowa  
Commission No. 763321  
Expires On 6-2-2016

  
\_\_\_\_\_  
Notary Public in and for  
the State of Iowa

***ARTICLES OF INCORPORATION***  
***OF***  
**SPYGLASS 2 POND OWNERS ASSOCIATION, INC.**

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

***ARTICLE I***  
**NAME AND PRINCIPAL OFFICE**

The Corporation shall be known as Spyglass 2 Pond Owners Association, Inc., and its principal offices shall be located in Waukee, Dallas County, Iowa.

***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 POWERS OF THE CORPORATION**

This corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, control and preservation of a pond or ponds located adjacent to residential Lots in the Spyglass 2 subdivision in Waukee, Dallas County, Iowa, which are now or hereafter subject by covenants of record to assessment by the Corporation, and to provide for the welfare of the residents of such Lots and for these purposes to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in any Declaration applicable to the property and recorded or to be recorded in the office of the Dallas County, Iowa, Recorder, and as the same may be amended from time to time as therein provided;
- (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 Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation;

EXHIBIT A

- (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 corporation/association;
- (d) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell or transfer any property to any public agency, authority, or utility;
- (f) Participate in mergers and consolidations with other nonprofit corporations organized for similar purposes;
- (g) Exercise powers as a member of other corporations; and
- (h) 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 which is or hereafter becomes subject by covenants of record to assessment by the Corporation, shall be a member of the Corporation. 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 any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation.

#### **ARTICLE V** **VOTING RIGHTS**

1. All owners shall be entitled to one vote in the corporation for each Lot owned. When more than one person hold 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 one Lot.

2. Notwithstanding the above, Spyglass 2, LLC, an Iowa Limited Liability Company, shall be the sole voting member of the Corporation until Spyglass 2, LLC waives, in writing, this right to be sole voting member. While the sole voting member, Spyglass 2, LLC shall have the right to elect all Directors. Spyglass 2, LLC may assigns its rights under this paragraph.

#### **ARTICLE VI** **REGISTERED OFFICE AND AGENT**

The address of the initial registered office of the Corporation is *505-5<sup>th</sup> Ave., Suite 535, Des Moines, Polk County, Iowa 50309-2320*, and the name of the initial Registered Agent at such address is *Timothy R. Williams*.

**ARTICLE VII**  
**BOARD OF DIRECTORS**

The number of Directors constituting the initial Board of Directors of the Corporation is one, and the name and address of the person who is to serve as the initial Director is:

**NAME**

David J. Albright

**ADDRESS**

1213 Park Hill Drive  
Norwalk, IA 50211

**ARTICLE VIII**  
**INDEMNIFICATION**

1. The Corporation shall have all powers to indemnify and advance expenses to its directors, officers, employee, members and volunteers to the full extent permitted by Chapter 504, Code of Iowa.

2. The corporation 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, members and volunteers, then the directors, officers, employees, members and volunteers of the Corporation shall be further indemnified and be entitled to further advancement of expenses to the full extent then authorized by Chapter 504.

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 by-law, agreement, vote of members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another 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 representatives, 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 Corporation 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**  
**BY-LAWS**

The initial By-Laws of the Corporation shall be adopted by its initial Board of Directors, and thereafter the Board of Directors shall have the power to alter, amend, or repeal the same or adopt new By-Laws.

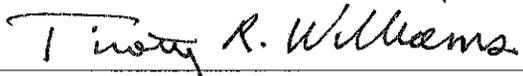
**ARTICLE X**  
**DISSOLUTION**

The Corporation may be dissolved with the assent given in writing and signed by not less than eighty percent (80%) of the members entitled to vote. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation 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**  
**INCORPORATOR**

The name and address of the incorporator is Timothy R. Williams, 505-5<sup>th</sup> Avenue, Suite 535, Des Moines, Polk County, Iowa 50309-2320.

Dated this 24<sup>th</sup> day of July, 2014.

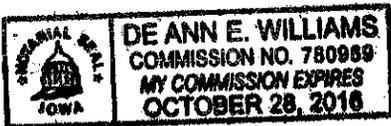
  
TIMOTHY R. WILLIAMS, Incorporator

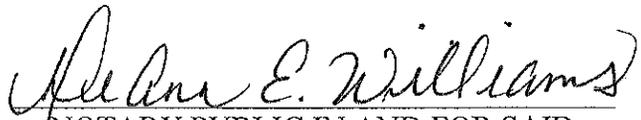
STATE OF IOWA

COUNTY OF POLK

} SS:

On this 24<sup>th</sup> day of July, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Timothy R. Williams**, to be known to be the person named in and who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same as his voluntary act and deed.



  
NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE

# ***BYLAWS***

***OF***

## **SPYGLASS 2 POND OWNERS ASSOCIATION, INC**

The Board of Directors of Spyglass 2 Pond Owners Association, Inc, at a properly called meeting on the \_\_\_ day of July, 2014, adopted the following as the Bylaws of the Corporation.

### ***ARTICLE I*** **BOARD OF DIRECTORS**

#### **Section 1. General Powers:**

The business and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

#### **Section 2. Number, Tenure and Qualifications:**

The affairs of the Corporation shall be conducted by a Board of Directors consisting three (3) Directors each of whom shall be elected by the Board of Directors unless a meeting of members is called for the purpose of electing Directors. Each Director shall serve until his successor shall have been elected, or until his death or resignation.

#### **Section 3. Meetings of Members:**

Meetings of the members of the Corporation shall be held at such time and place, and with such frequency as determined by the Board of Directors. The Board of Directors shall call a meeting of the members upon the written request of members holding twenty percent (20%) or more of the votes held by all members and such written request shall state the purpose for the requested meeting.

#### **Section 4. Meetings of Directors:**

Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or person authorized to call meetings of the Board of Directors may fix any place within Polk or Dallas County, Iowa, as the place for holding any meeting of the Board of Directors called by him or them.

EXHIBIT B

**Section 5. Notice:**

Notice of the meetings of the Board of Directors shall be given at least three (3) days prior to the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Any Director may waive notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

**Section 6. Quorum:**

A majority of the number of Directors who have been elected and have qualified shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The Directors present at a properly called meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum.

**Section 7. Voting:**

The vote of a majority of Directors present at any properly held meeting of the Board of Directors, shall be sufficient to transact any business or exercise any power given to the Board of Directors.

**Section 8. Vacancies:**

Any Director may at any time resign by serving written notice thereof on the remaining Directors. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

**Section 9. Salaries:**

No Director shall receive a salary for his services as a Director, nor shall he or she receive other remuneration or compensation from the Corporation.

***ARTICLES II***  
**OFFICERS**

**Section 1. Number:**

The officers of the Corporation shall be a President, Vice President, Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person.

## **Section 2. Election and Term of Office:**

The Officers of the Corporation shall be elected annually by the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death or until he shall resign, or shall have been removed in the manner hereinafter provided.

## **Section 3. Removal:**

Any Officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby.

## **Section 4. Vacancies:**

Any Officer may at any time resign by serving written notice thereof on the Board of Directors. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

## **Section 5. The President:**

The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the affairs of the Corporation. He shall, when present, preside at all meetings of the Board of Directors. He shall in general perform all duties incident to the office of President, and such other duties as may be prescribed by the By-Laws or by the Board of Directors from time to time.

## **Section 6. The Vice President:**

In the absence of the President, or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all powers of and be subject to all the restrictions upon the President; and in addition thereto, shall perform such other duties as may be assigned to him by the President or by the Board of Directors.

## **Section 7. The Secretary:**

The Secretary shall: (a) keep the minutes of the Board of Directors' meetings; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records; (d) sign or countersign with the President all corporate documents and contracts; and (e) in general, perform all duties incident of the office of Secretary, and such other duties as from time to time may be assigned by the President or by the Board of Directors.

## **Section 8. The Treasurer:**

The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts of monies due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as are selected by the Board of Directors in accordance with such resolutions as may be from time to time adopted by the Directors; and (b) in general, perform all the duties incident to the office of Treasurer, and such other duties as from time to time may be assigned by the President or by the Board of Directors.

## **Section 9. Assistants and Acting Officers:**

The Board of Directors shall have the power to appoint any person to act as assistant to any Officer, or to perform the duties of such Officer to act personally, and such assistant or acting Officer so appointed by the Board of Directors shall have the power to perform all the duties of the office to which he is so appointed to be assistant, or as to which he is so appointed to act, except as such power may be otherwise defined or restricted by the Board of Directors.

## ***ARTICLE III*** **MEETINGS OF MEMBERS**

### **Section 1. Annual Meetings.**

The Annual Meeting of the Members shall be held at the office of the Association or at any other address specified in the Notice of the Meeting, on the last Friday in February in each year, at the hour of 11:00 a.m. commencing on the last Friday in February of the year 2015.

### **Section 2. Special Meetings.**

Special meetings of the Members for any purpose may be called at any time by the President, or by any one or more Directors. The Secretary shall call a special meeting upon written request of the Members who have a right to vote one-fourth of all of the votes of the entire membership.

### **Section 3. Notices.**

Notice of the meetings shall be given to the Members by the Secretary. Notice may be given to the Member either personally, or by mailing a copy of the notice, postage prepaid, to the address appearing on the books of the Corporation. (Each Member shall register his address and any change in address with the Secretary). Notice of any meeting, regular or special, shall be mailed not less than ten (10) days nor more than fifty (50) days in advance of the meeting and shall set forth the purposes of the meeting.

### **Section 4. Proxy Voting.**

At any membership meeting the presence, whether in person or by proxy, of Members entitled to vote not less than ten percent (10%) of the total membership vote, shall constitute a quorum for the transaction of business. All proxies shall be in writing and be filed with the Secretary at the commencement of the meeting. Any proxy given by a person who shall not be a qualified Member at the date of the meeting and any proxy given more than eleven months before the date of the meeting shall be void.

## ***ARTICLE IV*** **BOOKS 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.

**ARTICLE V**  
**EXECUTION OF DOCUMENTS**

The President or any Vice President, together with the Secretary or any Assistant Secretary shall have authority to execute and deliver all deeds, contracts, and other documents on behalf of the Corporation.

**ARTICLE VI**  
**SEAL**

The Corporation shall have no corporate seal.

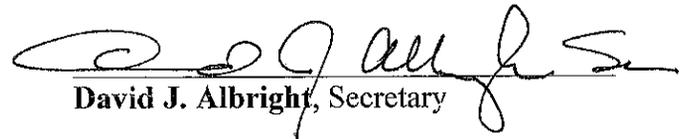
**ARTICLE VII**  
**AMENDMENTS**

**Section 1. Amendment Procedure.**

These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of the majority of a quorum of the Members present in person or by proxy, provided that those provisions of these Bylaws which are covered by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law. Notwithstanding the foregoing, during the time that Spyglass 2, LLC is the sole voting member of the Corporation, it may amend these Bylaws as it shall determine.

**Section 2. Controlling Documents.**

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

  
David J. Albright, Secretary