LISA SMITH. COUNTY RECORDER
MADISON IOWA
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SUBSTITUTED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CEDAR WOODS PLAT 1, WINTERSET, MADISON COUNTY, IOWA

Zuendel Investments, Inc., hereinafter referred to as "Declarant", is now the fee simple owner and record titleholder of the following-described real estate:

See Legal Description Attached

which real estate is being platted as Cedar Woods Plat 1, Winterset, Madison County, Iowa. Cedar Woods is designed to be a low-impact conservation development community. The subdivision has specific features to reduce storm water runoff, increase rainwater infiltrate, and protect water quality. The landscape of Cedar Woods should contribute to the native ecology of the area. To help achieve and maintain these goals lot owners are encouraged to integrate native plantings and low maintenance vegetation systems in their landscaping. The Association shall endeavor to practice best management water quality protection measures.

Said owner does hereby impose and subject said real estate to certain regulations, covenants, restrictions and easements as to the use and occupancy thereof, as follows:

ARTICLE I.

Definitions

Section 1. "Association" shall refer to the Cedar Woods Homeowners Association, Inc., which shall be a non-profit residential real estate management association, its successors and assigns.

Section 2. "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 property, except that a

vendee in possession under a recorded contract of sale of any lot shall be considered the owner rather than the contract seller being the owner. Those having an interest merely as security for the performance of an obligation shall not be considered an owner.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additional real property which includes lots or plats as may hereafter become subject by covenants of record to assessment by the Association or hereinafter become Common Area.

Section 4. "Lots" shall mean and refer to the numbered lots as shown upon any Plats within the Property.

Section 5. "Association Responsibility Elements" shall mean the following, whether located upon a "Lot" or upon the City of Winterset property: (a) The basins, bioswales, bio-retention cells, rain gardens, check dams, and rip rap constructed by the Declarant and indicated on the recorded Plat. (b) Street signs, monuments, monument lighting.

ARTICLE II.

Property Rights and Maintenance

Section 1. Association Responsibility Elements. No person, other than the owner of a Lot, his or her invitees or licensees, shall have the right to enter upon, use or affect an Association Responsibility Element located upon a Lot except that the Association and its designees may enter the Association Responsibility Element at reasonable times for the following purposes: (a) Enforcement of any provision of this Declaration or the Articles of Incorporation or the By-Laws of the Association. (b) Mowing and maintenance of basins, bioswales, bio-retention cells, rain gardens, check dams, and rip-rap constructed by the Declarant or Association. (c) Inspection, maintenance or repair of any Association Responsibility Element. and (d) For any

other reasonable purpose of the Association.

Section 2. Maintenance. The Association shall be responsible for the maintenance of the Association Responsibility Elements as herein defined.

ARTICLE III.

General Provisions

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 by an instrument signed by not less than the owners of not less than seventy-five (75%) of the Lots, but no amendment shall alter any rights of Declarant or impose any additional obligations upon the Declarant without the written consent of the Declarant. Any amendment must be recorded. During such time as the Declarant is the sole voting member of the Association, this Declaration may be amend by Declarant.

ARTICLE IV.

Homeowners' Association, Membership and Voting Rights.

Section 1. Homeowners Association. The management and administration of the properties shall be governed and managed by a Homeowners Association organized and existing under Chapter 504 of the Code of Iowa. Copies of its Articles of Incorporation and Bylaws are attached to this Declaration of Covenants, Conditions and Restrictions, as Article A and B, respectively.

Section 2. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership is mandatory and shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. All owners shall be entitled to one vote in the Association for each Lot. When more than one person holds an interest to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine; but, in no event, shall more than one vote be cast with respect to any Lot.

Section 4. Notwithstanding any other provisions of this Declaration, the Declarant, their successors and assigns, shall be the sole voting membership of the Association until Declarant no longer owns any portion of the property, or until Declarant waives in writing this right to be the sole voting membership, whichever first occurs. While the sole voting member the Declarant, their successors and assigns, shall have the right to elect all Directors of the Association. Declarant shall waive in writing his right to be the sole voting membership when all lots have been sold.

ARTICLE V.

Covenants for Maintenance Assessments.

Section 1. Creation of Liens and Personal Obligations of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed thereof, whether or not it shall be so expressed in such deed, is deemed to consent and agree to pay to the Association: (1) Annual assessments or charges; and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, together with interest, costs and reasonable attorney's fees, which shall be a charge upon each Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall

not pass to the owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by and for the Association shall be used exclusively to promote the health, safety and welfare of the residents of the property and for the improvement and maintenance of the Association Responsibility Elements.

Section 3. Annual Assessment. (a) For the period commencing January 1st of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be fixed by the Board of Directors of the Association. (b) The Board of Directors shall fix the annual assessment each year thereafter. (c) A Lot shall not be subject to assessment until the first day of the month following the date of possession of such Lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Association Responsibility Element.

Written notice of any meeting called for the purpose of taking any action authorized under this Section shall be sent to all Members entitled to vote not less than 10 days nor more than 30 days in advance of the meeting. The acts approved by a majority of lot holders present at the meeting shall constitute acts of the members.

Section 5. Uniform Rate of Assessment. Annual assessments, special assessments for capital improvements, and insurance assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except as otherwise specifically provided herein.

Section 6. Date of Commencement of Annual Assessments: Due Dates. Annual

assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice by ordinary mail of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Association as to the status of an assessment on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments not paid within 30 days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Responsibility Element or abandonment of his Lot.

Section 8. Utilities. Each Owner shall be responsible for payment of all utility services to his Lot, including but not limited to, electricity, water, gas, telephone, sewer services, and cable television services or satellite. Each owner shall use a mechanical grinder pump for the low pressure sewer system as specified by the declarant or Association and shall follow the manufacturers recommendations for maintenance. All maintenance and repair of the mechanical pump shall be at the owners expense.

Section 9. Assessments for City Related Improvements. Notwithstanding any other provisions of this Article, the Board of Directors may establish an assessment for the maintenance, improvements or reconstruction of street signs, street lights, fences and sidewalks,

if necessary, to comply with any directive of the City of Winterset, Madison County, Iowa.

ARTICLE VI.

Use of Residential Lots and Restrictions

Section 1. Use and Restrictions. Subject to the provisions of this Declaration, the following shall govern and restrict the use, occupancy and alienation of lots within Cedar Woods:

a. Lots within the Subdivision are to be occupied and used only for residential purposes by lot owners and their families, tenants and social guests. No occupant of a lot shall create a nuisance to other occupants or interfere with the peaceable possession of occupation of other lots. There are no restrictions on occupancy or alienation by reason of age, race, sex, religion or physical disability.

b. These general restrictions shall apply to all lots within the Subdivision:

1. All setbacks will be in accordance with the City of Winterset regulations and building setbacks as shown on the recorded plat.

2. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Cedar Woods. The Owner or occupant of a lot shall at his or her expense keep and preserve that portion of the easement within his or her property at all times in good repair and conditions, and shall neither erect or permit erection of any building or structure of any kind nor permit any growth of any kind within this easement which might interfere in any way with the use and patrolling of any of the utility services and drainage courses located in the easement.

3. Drainage of storm and surface waters in the plat will be by open surface water drainage courses in true keeping with the rural nature of the zoning

classification. Each Owner will be responsible for accepting any upstream drainage including drainage from streets and street culverts, and passing the water across the street to the downstream side. The Owner shall not divert drainage from its natural course to another lot without the express written consent of the other Owner. Each Lot Owner agrees to maintain, keep free of weeds and debris, and keep in good repair the overland flowage easements at their own expense.

4. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or Outbuilding shall be used at any time as a residential dwelling on any lot, either temporarily or permanently.

5. The Association may require that boats, snow mobiles, recreational vehicles, trailers, or other vehicles other than automobiles shall be stored or parked on any Lot unless enclosed in a House or Outbuilding. The Association may limit or prohibit the parking of automobiles on any street or driveway. In the event of violation of this provision the Association may, after reasonable notice, remove such boat, snow mobile, recreational vehicle, trailer or other vehicle and assess the costs of such removal to the Owner of the Lot.

6. The Owner or person in possession of each Lot, whether vacant or improved, shall keep the same mowed and free of debris. Each Owner agrees that after written notice given by certified mail to such Owner or person in possession by the Association or any property within 500 feet of such lot, such weeds and/or such debris shall be removed within fifteen (15) days. Failing to do so will result in the Association giving such notice to enter upon the property to cut or cause to be cut such weeds, remove or cause to be removed such debris, and shall have a

right of action against the Owner of such lot for the collection of the costs thereof.

7. No lot shall be subdivided, partitioned, replatted or in any way divided so as to create more than one parcel of real estate for the purpose of constructing and maintaining a House thereof.

8. No signs of any kind shall be displayed to the public view on any lot, except, signs of not more than six (6) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during construction. Excluded from this provision is subdivision marketing signage as erected by Delcarant, which is specifically allowed.

10. If any lot owner decides to erect a fence upon his lot in conformity to these Conditions, Covenants and Restrictions, the total cost of installation of such fence shall be borne by said lot owner as well as the cost of all future maintenance of the fence. No adjoining lot owner shall be required to participate in the cost of the erection or maintenance of any fence.

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

Lot owner shall protect, defend, indemnify and hold Declarant and the

other lot owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to: 1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waster from the lot(s) identified above; and/or 2) any alleged violation of any NPDES, storm water and/or erosion control statute, rule or ordinance, after the date of the sale of the lot(s).

12. Each individual homeowner shall have redundant check valves on their sanitary sewer service. An isolation valve will be required at the sewer main in the street right-of-way. Two (2) check valves will be required on each service line. One check valve shall be at the isolation valve and the other shall be at the pump. Nothing in this covenant shall be construed as preventing a homeowner from installing additional check valves and/or backflow prevention devices.

Section 2. Architectural control.

a. No building or structure, fencing, nor any addition or alteration thereof shall be constructed, altered, or maintained on any building plot unless and until detailed plans, specifications, proposals, and site plans (hereinafter collectively referred to as "Plans") shall have been filed in writing and have been approved in writing by the Association.

b. The Association shall not unreasonably withhold approval of plans submitted pursuant hereto provided, however, that failure to meet covenants, restrictions and conditions contained herein shall be grounds for the Association's reasonable disapproval of such plans.

c. Plans approved by the Association shall permit the Owner of a building plot to construct in accordance with said plans and in conformity of the applicable codes. Dirt

removal, excavation or construction shall not be commenced until approval therefore has been received from the Association.

d. Any deviation in construction on any building plot from approval plan, which in the judgment of the Association is of substantial detriment to the appearance of the structure or surrounding area, shall be corrected to conform to the approval plans at the expense of the Owner of the building plot.

e. The Association may grant permission to allow reasonable variances from the strict application of the provisions of this Declaration of Covenants, Conditions and Restrictions.

Section 3. Building Type and Area. All single-family homes shall contain a minimum of 1500 square feet of living space exclusive of attached garages, breeze ways, porches and finished basement areas.

a. One-story dwellings must have a ground floor finished area of not less than 1500 square feet.

b. One and one-half dwellings must have 1700 square feet of finished area.

c. Two-story dwellings must have 1800 square feet of finished area.

Section 4. Design and construction of House and Outbuildings.

a. No mobile home or manufactured home, as defined in the Code of Iowa, or berm house shall be placed upon or erected on any Lot.

b. No House shall be constructed on any lot unless it has a driveway running from a street to the home which must be of a sufficient area to park at least two (2) automobiles entirely off the street. All driveways shall be hard surfaced or gravel.

c. Any dog run, trash receptacle, or other outside structure of like nature shall be

properly screened by reasonable shrubbery or decorative fence to maintain a neat lot appearance. Propane tanks should be properly and thoroughly screened so as not to be visible from the street by use of shrubbery or decorative fence.

d. No above ground or non-permanent swimming pools shall be permitted on any lot.

e. No chain link fence, snow fence or temporary fence of any kind shall be permitted on any lot except that a chain link fence may be permitted around a dog run or tennis court.

f. Lot owners are encouraged to only use organic and osmocote slow release fertilizers applied on lawns at the most appropriate time for immediate assimilation no more than twice per year after lawn is established. Native planting's and expansion of plants in the right of ways are encouraged in keeping with the low impact conservation nature of the Cedar Woods subdivision. The Madison County conservation office has informational material and may be able to assist the lot owner with possible sources of funding for conservation improvements.

g. All painted surfaces on any House or Outbuildings shall be painted in earth tones or neutral colors.

h. Outbuildings to be constructed on any lot shall replicate or be the same as the architecture for the house to be constructed on such lot.

Section 5. Animals and Household Pets.

a. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any Lot except that dogs, cats, and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. Dogs must be tied,

contained by an approved fence or by underground electric fence, or kept in a dog run.

b. No horses or ponies shall be kept on any lot.

ARTICLE VII

Other Rules and Regulations.

Other Rules and Regulations. The Association shall have the authority to amend and adopt reasonable rules and regulations governing the use of the property and such rules shall be observed and obeyed by the owners, their guests, and licensees. Such rules after being properly adopted shall have the same force and effect as if contained in this Declaration. The initial Rules and Regulations promulgated by the Declarant shall be deemed properly adopted by the Association without any formal action.

ARTICLE VIII

Remedies

In addition to the remedies to enforce the lien provided in Article VI, the Association shall have the right to enforce the provisions of this Declaration and Exhibits hereto, and any Rules and Regulations properly adopted by the Association against an individual lot owner or the occupant of any lot. The Association shall have the right to proceed at law or in equity to enforce any lien or any of the above items against the lot owner including an action for damages or Injunction and reasonable attorneys fees, and shall have the right to proceed against any tenant or other occupant who is violating any of the Rules and Regulations or provisions of this Declaration. In the event of any default by any lot owner under the terms of this Declaration, the Association shall have the right to correct such default and seek reimbursement from the lot owner. Any such costs, damages, or expenses in connection with this paragraph shall be a lien against the lot owner enforceable at law or in equity.

ARTICLE IX.

Miscellaneous.

Section 1. Non-Waiver of Provisions. Failure of the Association or any Owner to enforce any covenant, condition or restriction, this Declaration, the Articles of Incorporation or By-Laws 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 2. Severability. Invalidity of a covenant, restriction, agreement, undertaking or other provision of this Declaration document or Exhibit thereto shall not affect the validity of the remaining portions thereof.

Section 3. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date that this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless by vote of (75%) of the then owners of the lots, it is agreed to delete said Covenants, Conditions and Restrictions in whole, or in part. This Declaration may be amended by an instrument signed by owners of not less than seventy-five percent (75%) of the Lots, but no amendment shall alter any rights of the Declarant or impose any additional obligations upon the Declarant without written consent of the Declarant. Any amendment must be recorded. During such time as Declarant is sole voting member of the Association, this Declaration may be amended by Declarant.

Dated this 17 day of MAY, 2007.

Zuendel Investments, Inc.

By _____
Michael T. Zuendel, President

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 17th day of May, 2006, by Michael T. Zuendel, President of Zuendel Investments, Inc.

Mark L. Smith

Notary Public in and for said State of Iowa



Legal Description for Cedar Woods Plat 1

Part of the Southeast Quarter of Section 18, Township 76 North, Range 27 West of the Fifth Principal meridian, Madison County, Iowa is more particularly described as follows:

Beginning at the center quarter corner of said Section 18; Thence S 88°38'17" E along the quarter section line a distance of 2639.59 feet;
Thence S 00°14'06", 50.01 feet;
Thence N 88°38'17" W along the South right-of way line of Cumming Road 115.04 feet to the point of curvature of a non-tangential curve concave southwesterly having a radius of 50.00 feet, a delta of 88°52'23" and a chord bearing S 44°12'05" E. 70.01 feet; Thence along the arc of said curve 77.56 feet; Thence S 00°14'06" W, 200.97 feet; Thence N 89°45'54" W, 138.30 feet; Thence S 30°19'04" W, 353.73 feet; Thence S 14°42'32" W, 155.84 feet; Thence S 12°01'55" E, 326.08 feet; Thence S 15°45'03" W, 241.86 feet; Thence S 18°56'12" W, 258.51 feet; Thence S 19°18'07" W, 221.83 feet; Thence S 10°38'39" W, 202.72 feet; Thence N 88°44'50" W, 720.03 feet; Thence S 46°02'23" W, 558.62 feet; Thence N 35°29'36" W, 770.52 feet; Thence N 20°32'52" W, 523.76 feet; Thence N 90°00'00" E, 89.12 feet to the Point of Curvature of a curve concave northerly having a radius of 333.00 feet, a delta of 20°32'52" and a chord bearing N 79°43'34" E, 118.78 feet; Thence along the arc of said curve 119.42 feet; Thence N 69°27'08" E, 56.60 feet to the Point of Curvature of a curve concave southwesterly having a radius of 25.00 feet, a delta of 84°02'01" and a chord bearing S 68°31'51" E, 33.47 feet; Thence along the arc of said curve 36.67 feet to a Point of Cusp, the subsequent curve being concave northeasterly having a radius of 533.00 feet; a delta of 11°55'57", and a chord bearing N 20°32'52" W, 110.83 feet; Thence along the arc of said curve 111.00 feet to a Point of Cusp, the subsequent curve being concave northwesterly having a radius of 25.00 feet, a delta of 84°02'01" and a chord bearing S 27°26'08" W, 33.47 feet; Thence along the arc of said curve 36.67 feet; Thence S 69°27'08" W, 56.60 feet to the point of curvature of a curve concave northerly having a radius of 267.00 feet, a delta of 20°32'52", and a chord bearing S 79°43'34" W, 95.24 feet; Thence along the arc of said curve 95.75 feet; Thence N 90°00'00" W, 167.97 feet to the point of curvature of a curve concave southeasterly having a radius of 133.00 feet; a delta of 70°00'00", and a chord bearing S 55°00'00" W, 152.57 feet;
Thence along the arc of said curve 162.49 feet; Thence S 20°00'00" W, 170.63 feet; to the Point of Curvature of a curve concave southeasterly having a radius of 333.00 feet. a delta of 19°22'43" and a chord bearing S 10°18'39" W, 112.09 feet; Thence along the arc of said curve 112.63 feet;
Thence N 00°37'17" E along the quarter-quarter section line 249.11 feet;
Thence N 00°25'43" E, 1318.81 feet to the Point of Beginning, and containing 98.927 acres (area by survey).