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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

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FIRST AMENDMENT TO MASTER  
DECLARATION OF RESIDENTIAL COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
SCENIC RIDGE

Return to: *and Prepared by:*  
Scenic Ridge Holdings, LLC  
22351 360th ST  
De Soto, IA 50069  
515-240-8439 Marcus R. McCartney

Grantor: Scenic Ridge Holdings, LLC

Grantee: The public

Legal: Lots 1-39 of Scenic Ridge

FIRST AMENDMENT TO MASTER  
DECLARATION OF RESIDENTIAL COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
SCENIC RIDGE

MADISON COUNTY, IOWA

THIS FIRST AMENDMENT to Master Declaration of Covenants is hereby approved by Scenic Ridge Holdings, LLC (“Declarant”) for the purpose of amending the Master Declaration of Covenants executed by Declarant on April 5, 2022 and filed in the office of the Madison County Recorder on May 2, 2022 in Book 2022 Page 1277.

**RECITALS:**

WHEREAS, Declarant, concurrently herewith, has subdivided, developed and platted Scenic Ridge in Madison County, Iowa (“Scenic Ridge”), and is the owner of Lots 1 through 39 inclusive (the “Property”). Scenic Ridge is the platting of the following described real estate in Madison County, Iowa:

The Northeast Quarter (1/4) of Section Twelve (12), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, except that part thereof deeded for highway purposes;

Now known as: **Scenic Ridge, an Official Plat, Madison County, Iowa.**

WHEREAS, Declarant desires to establish and place certain residential covenants, conditions and restrictions upon the Property, and to reserve certain easements for the benefits of the Property and each Owner thereof, and to provide for an association to own, govern and maintain common area and common amenities with authority to levy assessments necessary for care of the common areas, common facilities and common amenities associated with the Property, and to administer activities relating thereto for the benefit of the Owners of the Property entitled to use the common areas, common facilities, and common amenities of the Property.

NOW THEREFORE, Declarant hereby declares that the Property 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 the Property, and which shall run with the land and be binding on all parties having any rights, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Scenic Ridge Homeowners Association, Inc., its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, as amended.

Section 2. "Association Responsibility Elements" shall mean the maintenance of the following:

- (a) Entrance and directional signs, monuments, fountains (if any) and similar entrance features and the landscape plantings and materials surrounding the entrance signs utilized by the Property.
- (b) Private streets owned and controlled by the Association as Common Area.
- (c) Common Area includes the Street Lot of Scenic Ridge.
- (d) Mailbox cluster units.

Section 3. "Board of Directors" shall mean and refer to the members of the Board of Directors of the Association duly elected in accordance with the Articles of Incorporation and Bylaws of the Association.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Association adopted by the Board of Directors, as the same may be amended from time to time.

Section 5. "Common Area" shall mean and refer to any real property within the Property to which the Association holds title, together with any improvements thereon for the common use, employment and benefit of the Owners including any common facilities such as water lines, roadways or private drives, common fences, or other facilities or amenities.

Section 6. "County" shall mean and refer to Madison County, Iowa.

Section 7. "Declarant" shall mean and refer to Scenic Ridge Holdings LLC, an Iowa limited liability company, and its successors and/or assigns, as to the entirety of the Lots that has not theretofore been conveyed to homebuilders and homeowners, unless the context indicates otherwise.

Section 8. "Declaration" shall mean and refer to this Declaration of Residential Covenants, Conditions and Restrictions for Scenic Ridge to which the Property is subject and any amendments or appurtenances thereto.

Section 9. "Lot" shall mean and refer to Lots 1 through 39, inclusive, as shown on the

recorded plat of Scenic Ridge, and any additional Lots and/or Outlots within the plat or any replats of the Property made and recorded in accordance with the statutes of the State of Iowa which may later be brought within the jurisdiction of the Association and the Declaration, but does not include the Common Areas.

Section 10. "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association,

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons and entities, including the Declarant, or a fee simple title to any part of the Property, but excluding those having such interest merely as security for the performance of any obligation, and excluding those having a lien upon the property by provision of operation of law. A vendee in possession under a recorded contract of sale of any part of the Property shall be deemed the owner thereof.

Section 12. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed, storage shed, garden house, pool house, barn, outbuilding, or detached garage.

Section 13. "Plat" shall mean and refer to the official subdivision plats of the Property filed in the records of the office of the Recorder of Madison County, Iowa.

Section 14. "Property" shall have the meaning set forth on Page 1 and shall include any Additional Land when annexed and subjected to this Declaration, but shall exclude and not refer to any portion thereof conveyed, dedicated or granted to the County now or in the future.

Section 15. "Street" shall mean and refer to Scenic Ridge Drive, designated as Street Lot "\_\_\_" on the recorded plat of Scenic Ridge.

Section 16. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless the context permits only one such manner.

## ARTICLE II

### NOTICE OF ADJACENT AGRICULTURAL USE AND NATURE OF RURAL LIVING

Section 1. Notice of Adjacent Use. The adjacent property as well as properties in the general vicinity are being used, and may continue to be used, for agricultural purposes as permitted by the County Zoning Ordinance, including, but not limited to, farming operations and raising of livestock. Any Lot Owner shall be deemed to have consented to the use of adjacent property or property in the general vicinity pursuant to the agricultural uses presently permitted as a matter of right under the County Zoning Ordinance and also barred from objecting to any use which was lawful under the County Zoning Ordinance as of the filing date of this Declaration.

Section 2. Notice of Rural Living. By the filing of this Declaration, notice is hereby given that the Property has been platted for and is intended to be used for country estate residential purposes in a rural setting. Consequently, certain urban infrastructure, such as natural gas mains and sanitary sewer are not planned for the Property by the Declarant. Owners must be prepared to make arrangements for adequate private sanitary sewer or septic systems and LP or propane storage on their own Lot which meet the requirements of the local governmental authority and are used in compliance with all applicable governmental regulations.

Section 3. Fencing. A Warranty Deed filed January 22, 2010 in Book 2010, Page 149 of the Madison County Recorder's Office contains information regarding the construction of a lawful fence on the East half of the South boundary of the Property (Northeast Quarter NE ¼ Section 12, Township 77 North, Range 28 West, Madison County). That Deed also requires the Grantor to install a lawful fence as defined by the Code of Iowa on the West ½ of the boundary line. Thereafter the responsibility of the maintenance and repair of the fence is as set forth in the Deed in part as follows: the East half of the fence be maintained by the Grantors and the West half of the fence will be maintained by the Grantee. The fence agreement remains in force and effect. Additionally, there are maintenance obligations set forth in the Deed. Grantor is also reserved an easement in favor of the Grantors, their heirs, successors and assigns to the portion of the dam which is located on the real estate being purchased by the Grantee for the purpose of repair, maintenance and upkeep of the dam. There are other matters contained within the Deed which grant rights and/or duties or obligations which affect the use and enjoyment of the Property.

The Property is also encumbered by a Fence Agreement filed March 27, 1997 in Book 2, Page 162 of the Madison County Recorder's Office. The fence agreement remains in force and effect. The fence agreement must be complied with by the Lots adjoining the affected boundaries and it will be the responsibility of the association as a common fence with the adjoining landowner to comply with, maintain, and share the cost of the maintenance, repair, or replacement of the fence according to the agreement. The Lot owners are required to cooperate with the Association for the maintenance, repair, or replacement of the fence and grant a perpetual easement twenty (20) feet in width to the Association for this purpose. All Lots will participate in the assessment of the costs of compliance with the fence agreements, easements, and covenants as a common facility/amenity expense which enhances and preserves the value of all Lots within the Subdivision.

### ARTICLE III DESIGNATION OF USE

Section 1. Designation of Use. All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in and dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the

local zoning ordinances.

Section 2. Model Homes and Offices. Declarant reserves the right to use any of its Lots as models and to sell, assign, or conduct other business in connection with the construction and development of the Property from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain model homes, erect signs, maintain an office, staff the office with employees, and to show any of its Lots then unsold.

#### ARTICLE IV BUILDING TYPES

Section 1. Building Types. No building or structure shall be constructed, altered or maintained on any Lot that is inconsistent with the terms of this Declaration or is in violation of local ordinances. No building or structure of any kind shall be moved onto any Lot. The construction of any building or structure on any Lot shall be performed by utilizing then acceptable construction methods and procedures, including (but not limited to) on-site "stick-built" construction and/or off-site modular or panelized construction.

Section 2. Temporary Structures. No temporary building or structure shall be built or maintained on any Lot. No Outbuilding, trailer, camper, motor home, watercraft, basement, tent, shack, shed, garage, barn, outhouse, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 3. Outbuildings and Accessory Structures. Each Lot may have no more than two (2) outbuildings. Each Outbuilding shall be one (1) level or story and construction shall not commence until such time as the Outbuilding has been approved in writing by the Declarant or the Board of Directors pursuant to the Architectural Review process established in Article VII of this Declaration. The total combined finished area of the two (2) outbuildings shall not exceed 4,000 square feet. Trash receptacles, dog kennels or runs, and customary and traditional accessory structures such as tennis courts and the like shall be properly screened by privacy fence and/or shrubbery. In-ground pools shall be fenced, screened, or covered in accordance with County Ordinance. No above-ground or non-permanent swimming pools shall be permitted on any Lot. Outbuildings and other accessory structures and improvements shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within thirty (30) feet of any side or rear Lot line. A gravel drive extending from the main hard surfaced driveway to an outbuilding or accessory structure is permitted.

#### ARTICLE V BUILDING AREA, DESIGN AND CONSTRUCTION

Section 1. Building Area. Design and Construction. No dwelling shall be constructed or

permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements.

- A. One and one-half story and two-story dwellings must have a finished area of not less than 2,400 square feet.
- B. One story, ranch, split-level, and split foyer dwellings must have a finished area of not less than 1,800 square feet for lots 1-7, 36-39 , 1,900 square feet for lots 8-13,23-27,34,35 2,000 square feet for lots 14-22,28-33
- C. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.
- D. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.
- E. All dwellings must be constructed using dryvit or stucco, brick, hardboard siding by LP SmartSide or cement board siding by James Hardie or other brands approved in writing by Declarant as being acceptable exterior siding. No steel, aluminum, vinyl or Masonite board siding shall be permitted.
- F. All exterior painted portions of any dwelling shall be finished with earth tone colors.
- G. All Outbuildings and Accessory Structures must be constructed to compliment the dwelling using similar construction methods and materials as well as exterior colors and details consistent with the requirements herein pertaining to the dwelling structure. Outbuildings may be constructed of metal or steel products so long as they are approved by the Declarant or Architectural Control Committee or governing body and maintain a consistent and complimentary aesthetic to that of the dwelling and neighboring structures.
- H. Not more than thirty (30) inches of concrete block or poured concrete foundation shall be exposed on any dwelling, excepting the rear of the walkout type residence, and any such exposed materials shall be painted or covered with brick or stone in accordance with the provisions of this Declaration regarding material and allowable paint colors.
- I. All roof material shall be architectural style, dimensional simulated slate or simulated shakes in earth tone colors or clay, approved in writing by Declarant as being acceptable roofing material and color.
- J. All accessory structures and dog houses external appearance shall be approved by the Declarant.

- K. All dwellings shall have a minimum of a three-car attached garage. All dwellings shall have a driveway of not less than twelve (12) feet in width and running from the street to the garage. All driveways serving any dwelling shall be of Portland cement concrete running from the street to the garage, except driveways longer than 100 feet in length shall be constructed of Portland cement concrete running 100 feet from the street and the remaining portion of the driveway to the garage may be constructed of a hard surface material other than Portland cement concrete. Gravel driveways are only allowed when serving an Outbuilding or Accessory Structure and which are auxiliary to the driveway serving the dwelling. The intention is to prevent gravel spread onto Street Lot \_\_\_ commonly maintained by the Association and for uniformity of appearance in the Subdivision.
- L. All dwellings must be constructed by a recognized homebuilder approved in writing by Declarant prior to commencement of any construction. For purposes of this subparagraph, a recognized homebuilder shall be a homebuilder which completes construction on an average or a least three (3) new homes annually. The Declarant reserves the right not to approve builders.
- M. AT THE OPTION OF THE DECLARANT UPON WRITTEN NOTICE TO THE OWNER OF RECORD, IF CONSTRUCTION OF THE DWELLING UPON A LOT HAS NOT COMMENCED WITHIN FIVE (5) YEARS FROM THE DATE OF CONVEYANCE OF SUCH LOT BY DECLARANT, THE OWNER OF RECORD AGREES TO DEED THE LOT BACK TO DECLARANT FREE AND CLEAR OF ALL LIENS FOR THE ORIGINAL PURCHASE PRICE, THERE WILL BE NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST FROM THE TIME THE LOT WAS CONVEYED TO THE OWNER BY DECLARANT. DECLARANT WILL ONLY BE OBLIGATED TO PAY FOR DEED PREPARATION, RECORDING FEES AND TRANSFER TAXES. UPON ISSUANCE OF AN OCCUPANCY PERMIT FOR A DWELLING, THIS RIGHT TO REPURCHASE SHALL AUTOMATICALLY TERMINATE AS TO THAT LOT.
- N. All dwellings, outbuildings, accessory structures or improvements of any kind must be completed twelve (12) months of the date the building permit was issued.

Section 2. Additional Design Criteria and Standards. All improvements and appurtenances thereto constructed or permitted to remain upon any Lot shall conform to the following additional design criteria and standards.

- A. The cutting down and removal of tress or saplings shall be limited to the absolute minimum needed for construction of any improvement upon a Lot. Established trees removed for construction shall be only directly on the structure site or four



(4) feet from any road or driveway.

- B. All utility connection facilities and services shall be underground.
- C. Power generation applications for personal use with appropriately-scaled mechanism in the form of solar panels may be installed on a Lot for the purpose of generating power by converting energy from sun into electricity. All such utility equipment and components must be approved in writing by Declarant prior to commencement of construction of such improvements to meet the installation requirement of Declarant. All structures must be maintained in a commercially reasonable manner and if no longer in service, removed. Electric generation windmills will not be permitted.
- D. No propane tank shall be permitted to be placed on any Lot unless underground or completely hidden from view by an attractive screen, fencing, and/or shrubbery of suitable height so that the tank is not visible from any other Lot and is out of public view. All other types of liquid fuel tanks are prohibited.
- E. All Lots served by on-site septic systems with laterals where permitted or peat, sand or similar filter systems recognized and approved by Madison County Board of Health shall be placed, constructed and maintained in accordance with the laws, rules and regulations of the Madison County Board of Health and must conform to the standards adopted by the Iowa Department of Natural Resources. The location of the septic system must be approved in advance of installation by the Madison County Board of Health. The Owner shall be responsible to the Madison County Board of Health to have the septic system annually inspected and shall be responsible for any modifications or repairs to thy system identified by the inspection report. Further, on-site septic systems shall receive periodic pumping when necessary to prevent noxious or offensive odors to escape from any Lot which may become an annoyance or nuisance to other Owners. No toxic or hazardous wastes or chemicals shall be disposed of in the septic system. Daylighted septic discharge must be dissipated before entering an adjoining property.
- F. Within ninety (90) days of completion of a dwelling upon a Lot, all portions of the Lot shall be fully seeded or sodded, except where the topography, conservancy area, or creek slopes or tree cover does not permit. In such event, the balance of the Lot shall be left in its timberland and natural vegetation. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.
- G. The front elevation of the home shall also be illuminated by soffit can lighting, wall fixtures, or landscape up lighting sufficient to lightly illuminate the front. All security or decorative lighting for driveways, parking and other areas shall be

designed, located and directed in a manner which will avoid direct lighting onto adjoining Lots.

- H. All fencing material shall be mounted on the outside of or between the fence posts or fence framing. All fences shall be either, decorative wrought iron material of a single color, black vinyl coated chain link, solid vinyl panel construction, or other acceptable material (no wood fences) as approved in writing by the Declarant or Board of Directors. Any fence constructed on a Lot shall be constructed so that all components of the fence, including posts, framing and screening are of matching material and color. There shall be no mixing or combination of different fencing materials or colors allowed. No chain link fence, including chain link fence around a dog run, shall be permitted unless it is black vinyl coated (or similar construction permanent black colored product). No fences may be built or maintained within the front building setback areas as shown on the Plat as recorded and no fences shall be built or maintained in the front of the front line of the residential dwelling extended to the side Lot lines. All fences shall be kept in good repair and attractive appearance.
- I. Perimeter fences shall not be permitted on any Lot except as required by fence agreement or recorded covenant or deed restriction. Agricultural fences which adjoin property outside the Plat shall be maintained in accordance with Chapter 359A of the Iowa Code.
- J. Neighborhood mailbox cluster units may be installed by the Declarant according to United States Postal Service regulations.

## ARTICLE VI STORM WATER DISCHARGE PERMITTING REQUIREMENTS

Section 1 Erosion Control. The Owner and/or occupant of each Lot, jointly and severally, whether vacant or improved, their agents, assigns, 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 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.

Section 2. Storm Water Discharge Permit. 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 Permit No. 2 and any storm water pollution prevention plan which includes the Lot.

Section 3. Indemnity. During the ownership of the Lot the Owner shall protect, defend,

indemnify and hold the Declarant, the Association and the other 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 (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.

## ARTICLE VI ARCHITECTURAL REVIEW

Section 1. Architectural Review. No building, or structure, nor any addition or alteration thereof, shall be constructed or substantially altered on any Lot unless and until a grubbing plan, tree removal plan, design plan and site plan (collectively the "Plans") have been submitted and approved by Declarant or the Board of Directors. The Plans shall contain details of design, fencing, roofing, solar systems, sidewalks, driveways, propane tanks, septic systems and other similar matters. The Plans shall also state the type of construction, including external details and materials. Declarant or the Board of Directors shall, within fourteen (14) days from the date of submittal of the Plans, deliver to the Owner written approval of, rejection of or required changes to the Plans. Dirt removal, excavation or construction shall not be commenced until approval therefor has been received from the Declarant or Board of Directors. Any deviation in construction on any Lot from the approved structure or surrounding area shall be corrected to conform to the approved Plans at the expense of the Owner of the Lot. Declarant, the Association and their designated architect shall not be liable to anyone in damages who has submitted Plans for approval, or to any Owner by reason of mistaken judgment, negligence, or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval of any such Plans. The intent of this provision is to ensure that buildings and structures are developed in reasonable harmony within the Plat with special care and attention to restoration and management of the timberlands and natural vegetation, and that the covenants, restrictions and conditions contained herein are met in connection with such development.

## ARTICLE VIII SIGNS AND HOME-BASED OCCUPATIONS

Section 1. Signs. No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (j) street markers, traffic signs, or any signs installed by the local governmental entity or by the Declarant (ii) signs which have been approved by Declarant or the Association in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, (iii) a customary sign (one per Lot) advertising a home for sale, not exceeding 1,296 square inches, and (iv) signs which have been approved by Declarant in writing advertising the builder or for promotional or marketing purposes. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the Declarant or the Association is hereby given the right to enter upon such Lot and remove such signs, Declarant reserves the right to install

entrance and directional signs with respect to the Property, at locations and of design determined by the Declarant in a manner consistent with local government ordinances.

Section 2. Home Occupations. No home occupation shall be conducted or maintained on any Lot other than that is incident to a business, profession or occupation of the Owner or occupant of any such Lot and that is generally or regularly conducted by such Owner or occupant in another location away from such Lot. No child-care service or activity shall be regularly conducted on any Lot, except for incidental childcare activities for the sole benefit of the Owner of a Lot. Nothing contained herein shall be construed or interpreted to affect the activities of Declarant in the sale of Lots as part of the development of its Lots.

## ARTICLE IX MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

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

NOTWITHSTANDING THE ABOVE, THE DECLARANT SHALL BE THE SOLE VOTING MEMBER OF THE ASSOCIATION UNTIL TWELVE (12) MONTHS AFTER THE DECLARANT CONVEYS THE LAST LOT/OUTLOT OF THE PROPERTY, OR UNTIL THE DECLARANT WAIVES THE RIGHT TO BE SOLE VOTING MEMBER, WHICHEVER FIRST OCCURS. SO LONG AS DECLARANT IS THE SOLE VOTING MEMBER OF THE ASSOCIATION, DECLARANT SHALL HAVE THE RIGHT TO ELECT ALL MEMBERS OF THE BOARD, ALL OFFICERS OF THE ASSOCIATION AND AMEND THIS DECLARATION FOR ANY REASON.

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

Section 4. Suspension of Voting Rights. The Association shall suspend the voting rights of a member for any period during which any assessments against his or her Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Section 5. Duration. No dissolution of the Association shall occur without the prior approval and consent of the public governmental body having jurisdiction over the Property.

ARTICLE X  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner shall pay to the Association (1) annual assessments or charges, (2) special assessments for capital improvements and operating deficits, and (3) other special assessments as provided herein; such assessments to be established and collected as hereinafter provided. No assessment shall be levied without prior approval of a majority of the Board of Directors. The annual 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 Lot against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners; for improvement, maintenance, repair, replacement, removal, preservation and demolition of the Association Responsibility Elements; for payment of insurance, utility expenses, salaries, and real estate taxes and other assessments associated with the Association and the Association Responsibility Elements; and for other purposes specifically provided herein.

Section 3. Annual Assessment. The Association may levy general annual assessments which shall commence as to each respective Lot on the first day following the conveyance by the Declarant of a Lot, and shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of such general assessments at least thirty (30) days in advance of each annual assessment period. Written notice of such assessments shall be sent to every member of the Association subject thereto. The due dates shall be established by the Board of Directors of the Association, and the general annual assessments may be collected in equal annual, semi-annual, quarterly or monthly installments at the discretion of the Board of Directors.

Section 4. Reserve Fund. A portion of such annual assessment may 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.

Section 5. 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 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% 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 foreclosure 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, common facilities, common amenities, or abandonment of the Owner's Lot.

Section 7. Subordination of Assessments Liens. If any Lot subject to a lien created by any provision in this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure. All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting owner personally.

Section 8. 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.

Section 9. Declarant Exempt. NOTWITHSTANDING ANYTHING IN THIS

DECLARATION TO THE CONTRARY, LOTS OWNED BY THE DECLARANT THAT DO NOT HAVE A COMPLETED DWELLING CONSTRUCTED THEREON SHALL BE EXEMPT FROM THE ASSESSMENTS DESCRIBED HEREIN.

ARTICLE XI  
EASEMENTS

Section 1. Utility and Other Easements. Easements for installation and maintenance of utilities, drainage and detention facilities are reserved as shown on the Plat. 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 area within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, fence, structure or other improvement of any kind within the easement areas, nor permit any growth of any kind of which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services, drainage and detention facilities within such easement areas. Any berm or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed. No creek, stream, drainage or detention easement running through any Lot shall be dammed or altered in any way by any person or entity other than Declarant or the Association.

Section 2. Surface Water. The topography of the Property is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to and benefitted by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have rights and obligations with respect thereto as may be provided by such laws. However, pursuant to Article V, Section 2 (E) daylighted septic discharge must be dissipated before entering an adjoining property.

Section 3. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency for emergency vehicles such as fire trucks, police cars, ambulances and emergency personnel, public and private, over and upon all Lots and any driveway, sidewalk or trail within the Property.

Section 4. Easement for Association Maintenance. Each Lot is burdened with an easement of ingress and egress for preservation, maintenance, repair and replacement of the Association Responsibilities by the Association. An easement is hereby granted over each Lot that includes or abuts the preservation easement area to and for the benefit of the Association to the extent reasonably necessary for the purpose of maintenance and protection of such preservation easement area and the wildlife that habitat thereon.

Section 5. Additional Easement Rights. Declarant reserves unto itself, for the benefit of all Lots and the Owners, an easement, right, title, and authority to relocate, alter or otherwise change the location of any drainage, detention, utility or sewer easement and to grant such

further easements, licenses, and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility, sewer and similar purposes on or within any Lot or Common Area. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, detention, utility and sewer easement, or other easement, license or right-of-way by written instrument, or amendment to the Plat. Each Owner shall take title subject to the right and easements reserved herein; provided, however, the rights reserved in this Section shall not be exercised in a manner which unreasonably and adversely affects any dwelling or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any Lot. The rights and easements set forth in this Section shall run with the land and Declarant's right to further alter or grant easements shall automatically transfer to the Association when Declarant shall have conveyed its last Lot within the Property.

## ARTICLE XII OBLIGATIONS OF ASSOCIATION

Section 1. Ownership 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 shall be altered in, constructed in, or removed from the Common Area, except upon the written consent of the Board of Directors. The Association shall have sole control and jurisdiction over the Common Area.

Section 2. General Maintenance. The Association shall perform all preservation, maintenance, repair, replacement, restoration, removal and demolition of the Association Responsibility Elements, including but not limited to, the preservation easement and care of the timberland and natural vegetation within said preservation easement, all necessary painting and care of signs, monuments, and other structures, mailbox cluster units, and any necessary maintenance and repairs to keep the private street infrastructure (including removal of snow, ice and debris) and other common amenities in a good and safe condition. No Owner shall obstruct or interfere whatsoever with the duties and responsibilities of the Association to perform its maintenance obligations relating to the Association Responsibility Elements, An Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement 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.

Section 3. Reservation of Right to Convey Private Streets. Declarant reserves onto itself, for the benefit of all Lots and the Owners, the irrevocable right and authority to convey at any time in the future the fee title to the private streets, or any portion thereof, for public right-of-way purposes to the city or county governmental entity having jurisdiction by written instrument recorded in the office of the Recorder for Madison County, Iowa. The rights set forth in this



Section shall run with the land and shall automatically transfer to the Association when Declarant shall have conveyed its last Lot within the Property. In the event that the private streets are acquired for public right-of-way, the obligations for maintenance to be performed by the Association hereunder and costs associated with such maintenance shall terminate and be of no further force or effect.

Section 4. Contracts and Agreements. The Board of Directors, in its sole discretion, shall enter into any contract, agreement, lease, management contract, employment contract or lease, 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 5. Casualty Insurance. The Association shall obtain a master casualty insurance policy or policies affording fire and extended coverage insurance for the Association Responsibility Elements in an amount equal to the full replacement value thereof. The Association may obtain "all risk" coverage for the Association Responsibility Elements. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. The Association may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the monthly maintenance assessment for each Lot on a pro rata basis. Such insurance coverage shall be for the benefit of the Association, each owner, and, if applicable, the first Mortgagee of each Lot.

The master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provision that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, the Owners and their respective agents and guests, and (b) waives any defense based on the invalidity based upon the acts of the insured; and provided further that the insurer shall not be entitled to contribution against casualty insurance which may be purchased separately by any Owner.

Section 6. Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, 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 occupy any Lot. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to, worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure 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.

Section 7. Access for Maintenance. The Association and its agents, employees or contractors shall have the right of reasonable access for ingress and egress over, across or through each Lot for the purpose of performing its maintenance obligations for the Association Responsibility Elements and shall repair any damage to the Lot resulting from such access.

Section 8. Indemnification by Association. The Association hereby indemnifies and saves the Owners harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from personal injury, death or property damage and occurring on or from the maintenance of the Association Responsibility Elements, except if caused by the act or negligence of the Owners, or by any family, guest, employee, agent, or lessee of such Owner.

Section 9. Indemnification by Owner. The Owner of each Lot hereby agrees to indemnify, defend and hold harmless the Declarant, the other Owners, the Association and their heirs, administrators, successors and/or assigns, from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal) judgments, proceedings, and causes of action, for injury or death of any person, or damage to or destruction of any property caused by the condition of or in any connection with accidents in the Common Area or out of the performance of any of the obligations set forth in this Declaration, except to the extent caused by the negligent or willful act or omission of the indemnified parties hereto.

### ARTICLE XIII MAINTENANCE BY OWNERS

Section 1. General Maintenance. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, rubbish, weed and debris and to keep the lawn and landscaping of the structure site well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches within 50 feet surrounding the home. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the dwelling and all other accessory structures and improvements upon the Owner's Lot in good condition and repair.

Section 2. Surface Drainage Easements. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the overland flowage easements upon the Owner's Lot. Any swale constructed for drainage purposes on the Lot shall be preserved and maintained to accomplish the purposes for which it was constructed. Such easement areas may be maintained to promote the growth of native vegetation or maintained as a grassy area and mowed on a regular basis, at the Owner's sole discretion.

ARTICLE XIV  
ADDITIONAL RESTRICTIONS

Section 1. Animals. No cattle, hogs, exotic animals, or other livestock of any kind as defined by the laws, statutes and regulations of the State of Iowa, shall be raised, bred or kept on any Lot. The keeping of horses or chickens on a Lot, in compliance with the provisions of this Declaration, may be approved in writing by the Declarant or the Board of Directors, at the Declarant's or Board of Directors' sole and absolute discretion. No roosters shall be permitted. No horse or chickens shall be kept on any Lot unless approved in writing by the Declarant or Board of Directors, and all aspects of maintaining a horse on any Lot, including but not limited to fences, pastures, and buildings shall be subject to the Architectural Review process established in Article VII of this Declaration. Except as otherwise stated herein, dogs, cats, and other common household pets and domesticated animals not considered to be livestock, may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of three (3) dogs and three (3) cats be kept in any one Lot at any one time. All pets must either be kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, or completely screened and otherwise hidden from neighbors and public view. Dog runs, if any, must be located at the rear of the house or garage and extend toward the rear of the Lot from that portion of the house or garage which is closest to the rear Lot line. All pets must be leashed and under control of its owner if not tied up or kept within a fenced yard (invisible or concealed electric fence is permitted) or dog run. Dogs should be restrained at a reasonable distance from Street Lot \_\_\_ to prevent harassment and/or nuisance to or from passers by using Street Lot \_\_\_.

Section 2. Chemicals. 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. Phosphorus based fertilizers shall not be used. The Association shall further regulate chemical fertilizer, herbicide or pesticide pursuant to rules and regulations adopted by the Board of Directors in order to protect the natural vegetative conversancy of the Property from damaging plant nutrients.

Section 3. Noxious or Offensive Activity. No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently. By way of further explanation, the definition of noxious or offensive activities or odors shall not apply to the customary and normal activities and odors associated with the activities and operation of a rural subdivision and by activities from surrounding farming operations.

Section 4. Trash Receptacles. No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling unless hidden by an attractive screen or shrubbery of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing.

Section 5. Antennas. No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on

dwelling or on garages, Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is thirty-six inches (36") or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling on a Lot shall be permitted for the cable from such exterior tower, antenna or receiver dish. No commercial cell phone or communication towers, commercial wind turbine towers for production of electricity or other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground, on dwellings or on garages.

Section 6. Large Vehicles. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no trailer, camper, motor home, watercraft, recreational vehicle, commercial vehicle, unlicensed or inoperable vehicle or any other motorized vehicle or mechanical equipment may be parked or maintained on any Lot, (except inside a garage or other vehicle enclosure, parked adjacent to or behind the dwelling, or otherwise out of view from the street and abutting Lots) or on any driveway in the Property, or on the public street, other than on a temporary basis; provided that this restriction shall not apply to trucks, equipment or trailers used in connection to construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of ninety (90) days per year. At no time shall a vehicle or any mobile equipment be disassembled, repaired, or serviced on any Lot, except inside a garage or other vehicle enclosure out of view from the street and abutting Lots.

Section 7. Off-road Vehicles. The operation of trail bikes, dirt bikes, all' terrain vehicles and any other similar off-road vehicles shall be confined to the roadways and to each Owners' respective Lot. No Owner shall operate, permit or allow any part of its Lot, whether vacant or occupied, to be used or maintained as an off-road track for trails, paths or hill climbs. The operation of such vehicles shall be prohibited between the earlier of (i) 8:00 p.m. or (ii) the time of sunset and 8:00 a.m. the following morning. Such vehicles, however, may be used throughout the Property for conveyance of emergency supplies, emergency transportation and use by the Association for maintenance and management purposes. All such vehicles shall be insured and properly licensed, if required by the State of Iowa. All such vehicles shall have mufflers. All such vehicles shall be used in such a manner that does not disturb the tranquility of the Property. The use of snowmobiles within the subdivision is prohibited. All-terrain-vehicles (ATV's), side-by-side ATV's, golf carts and similar vehicles are permitted on the Lots and Street Lot \_\_\_\_, or other common areas for common transport so long as they are used in a reasonable manner and do not disturb the tranquility of the Property. This provision does not create or provide for an easement over, across, through, or upon any Lot, Street Lot \_\_\_\_, or any other common area within the subdivision. The rights provided for herein may be revoked, limited, or modified by an amendment of the Declarant or by the Association according to its governing documents.

Section 8. Hunting. No hunting, trapping, shooting of wildlife, discharging of fire-arms, or bows and arrows shall be allowed in the Property.

Section 9. Timbering. Commercial timbering is prohibited, except for salvaged trees.

Section 10. Firewood. Firewood shall not be stored on the front of side of the dwelling.

Firewood shall be neatly stacked behind the dwelling out of sight from public view.

Section 11. Storage. No personal property shall be stored or left upon a Lot except within the residential structure or garage located upon the Lot.

Section 12. Peaceful Possession. No activity shall be allowed that unduly interferes with the peaceful possession and use of the Property by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

Section 13. Nuisance. No Owner shall permit anything to be done or kept in the Owner's Lot that will result in the cancellation of insurance on any Lot, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.

Section 14. Weed Control. No owner shall allow weeds, nuisance vegetation, invasive vegetation, or other nuisance establish, grow, or maintain on their Lot and all land within fifty (50) feet of Street Lot \_\_\_ shall be mowed and reasonably maintained to keep, maintain, and preserve the aesthetic and monetary value of the Lots within the Property.

Section 15. Portable Toilets. Lot Owners will be responsible for provision of portable toilets during the construction of dwellings or outbuildings or other accessory structures and for the regular maintenance of them during construction of those structures for the benefit of those associated with the construction and to prevent nuisance and preserve the tranquility and peaceful use and enjoyment of the Property for all.

Section 16. Declarant Improvements. The Owners shall not interfere with the completion of the contemplated improvements and the sale of Lots by Declarant. The Declarant may make such use of its unsold Lots as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, model home, the showing of its Lots and the display of signs.

## ARTICLE XV GENERAL PROVISIONS

Section 1. Rules and Regulations. The Board of Directors shall have the authority to amend and adopt rules and regulations governing the use of the Lots and the Association Responsibility Elements and such rules shall be observed and obeyed by the Owners, occupants, their family, guests, and invitees. Such rules after being properly adopted at a meeting duly called for such purpose shall have the same force and effect as if contained in this Declaration. In addition, the Board of Directors are authorized to establish fines to be assessed against Owners violating these covenants to be collected in the same manner as special assessments.

Section 2. Amendment of Covenants. This Declaration may be amended from time to time the approval of the Owners. Such approval shall be given by the affirmative vote of not less two-thirds (2/3) of the Owners. The Owner of each Lot (or the joint Owners or a single Lot in the

aggregate) shall be entitled to cast one vote on account of each Lot owned. Provided, however, until the Declarant has sold all of its Lots, it may make amendments or modifications to this Declaration without the consent of any other Owners or other party and for any reason. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the County Recorder.

Section 3. Period of Covenants. The easements granted herein shall be perpetual in nature. All covenants, conditions, restrictions, and reservations created by the Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. 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 XVI ADDITION OF PROPERTY

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 County Recorder. No approval of the Association or any other person shall be necessary.

## ARTICLE XVI ENFORCEMENT AND WAIVER

Section 1. Invalid Provisions. 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.

Section 2. Governmental Authority. The Property shall also be subject to any and all rights and privileges of the any governing entity now held or thereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat for the Property, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the local zoning ordinances, the more restrictive shall be binding.

Section 3. Governmental Dedication. This Declaration shall not be applicable to property dedicated to the County, or any assignee city authority having jurisdiction upon annexation of the Property, and such governmental authority may allow appropriate public use on such dedicated property within the Property.

[SIGNATURE PAGE FOLLOWS]

**DECLARANT: SCENIC RIDGE HOLDINGS LLC**

By:   
**Marc McCartney, Manager**

STATE OF IOWA, COUNTY OF DALLAS

This record was acknowledged before me on this 20<sup>th</sup> day  
of January, 2024 by Marc McCartney, Manager of Scenic Ridge  
Holdings, LLC.

Notary Public in and for the State of Iowa



