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**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS
AND RESTRICTIONS FOR HERITAGE WOODS**

THIS DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE WOODS (this "Declaration") is made this 28th day of April, 2016 by **HERITAGE WOODS, LLC**, an Iowa limited liability company ("Declarant").

WHEREAS, Declarant owns certain real property legally described as follows (the "Property"):

Lots 1 - 25 and Street Lots A and B and Outlot Z in Heritage Woods, an Official Plat, now included in and forming a part of Dallas 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 benefit 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 ponds, dam, timberlands and other natural resources associated with the Property, and to administer activities relating thereto for the benefit of the Owners of the Property entitled to use the common area 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 Heritage Woods Homeowners Association, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa.

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

- (a) Entrance and directional signs, monuments, fountains 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, including Street Lots A and B and Outlot Z of the Plat.
- (d) Preservation easements shown on the Plat containing the ponds, dam, spillway, ravines, streams, slopes, buffers, swales, berms, timber and natural vegetation within such preservation easements, except the occasional small landscaped clearings, landscape elements and recreational or access trails allowed to be maintained in such easement areas by the Owners.
- (e) Ponds, whether or not fully or partially located upon any Lot, and any fish and wildlife that habitat thereon.
- (f) Detention easements shown on the Plat, whether or not fully or partially located upon any Lot.
- (g) 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, enjoyment and benefit of the Owners.

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

Section 7. "Declarant" shall mean and refer to Heritage Woods, LLC, an Iowa limited liability company, its successors or assigns.

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Heritage Woods to which the Property is subject.

Section 9. "Federal Mortgage Agencies" shall mean and refer to those federal agencies who have or may come to have an interest in the Property, or any portion thereof, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 10. "Lot" shall mean and refer to an individual parcel of land within the Property which is platted for a single-family residential dwelling.

Section 11. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration.

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

Section 13. "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 or detached garage.

Section 14. "Plat" shall mean and refer to the official subdivision plat of the Property filed in the records of the office of the Recorder of Dallas County, Iowa.

Section 15. "Property" shall have the meaning set forth on Page 1 and shall include any Additional Land when annexed and subjected to this Declaration.

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 classification of the County's Zoning Ordinance and shall be barred from objecting to 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 sewers 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.

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 any 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 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 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. The total combined finished area of the two (2) Outbuildings shall not to exceed 4,000 square feet. Trash receptacles, dog kennels or runs, and customary and traditional accessory structures such as in-ground swimming pools, tennis courts and the like shall be properly screened by privacy fence and/or shrubbery. 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.

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 2,500 square feet.
- B. One story, ranch, split-level, and split foyer dwellings must have a finished area of not less than 2,000 square feet.
- 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 approved in writing by Declarant as being acceptable exterior color. Prior to commencement of painting of the exterior of any structure, a sampling of the approved exterior color(s) chosen by the Owner shall be applied to the structure to be viewed by Declarant for final color approval. All exterior painted portions of structures that are repainted shall be repainted in one of such earth tone colors approved in writing by Declarant or the Association.
- G. All dwellings must be constructed using a minimum of twenty-five percent (25%) brick or stone on the front elevation of the single family dwelling.
- H. Not more than thirty (30) inches of concrete block or poured concrete foundation shall be exposed on any dwelling, excepting the rear of a 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 three tab 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 Outbuildings, accessory structures and dog houses shall have the same external appearance, color and building material as the dwelling constructed upon the Lot.
- 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 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 not allowed on any Lot.
- L. All dwellings must be constructed by a recognized home builder approved in writing by Declarant prior to commencement of any construction. For purposes of this subparagraph, a recognized home builder shall be a home builder which completes construction on an average of at least three (3) new homes annually. The Declarant reserves the right not to approve builders.
- M. AT THE OPTION OF 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, structures or improvements of any kind must be completed within 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 trees 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 those 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 such as wind mills and solar panels may be installed on a Lot for the purpose of generating power by converting energy from wind or 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 requirements of Declarant.
- 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 or sand filter systems shall be placed, constructed and maintained in accordance with the laws, rules and regulations of the Dallas 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 Dallas County Board of Health. The Owner shall be responsible to the Dallas County Board of Health to have the septic system annually inspected and shall be responsible for any modifications or repairs to the system identified in 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.
- 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 timbered and natural vegetation. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.
- G. 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 fence boards, fabric and screening material shall be mounted on the exterior face of the fence posts or fence framing. All fences shall be either, decorative wrought iron material of a single color, or vinyl coated chain link material of a single color. 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 wood and no chain link fence, including chain link fence around a dog run, shall be permitted unless it is a vinyl coated chain link of a

single color. 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 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. No fences may be built or maintained on any Lot prior to commencement of construction of the single family dwelling and issuance of an occupancy permit.

- I. Perimeter fences shall not be permitted on any Lot. 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 shall 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 VII

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 tree removal plan, design plan and site plan (collectively the "Plans") have been submitted to and approved by Declarant or the Board of Directors. The Plans shall contain details of design, color scheme,

elevation, site grade, landscaping, fencing, roofing, solar systems, sidewalks, driveways, yard lights, 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 thirty (30) 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 (i) 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 governmental ordinances.

Section 2. Home Occupations. No home occupation shall be conducted or maintained on any Lot other than one 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 a part of the development of its Lots.

ARTICLE IX **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Every Owner shall be a Member of the Association.

Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership.

Section 2. Voting. Subject to provisions hereof, the Owners of a Lot shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Declarant as Sole Voting Member. Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member of the Association until Declarant no longer owns any portion of any Lot or until it waives, in writing, its right to be the sole voting Member. Declarant shall have the right to elect all Directors and to cast all votes as it deems appropriate.

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

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

Section 6. 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, costs, 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.

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 assessments associated with the Association and the Association Responsibility Elements; and for other purposes specifically provided herein.

Section 3. Maximum Annual Assessment. The Board of Directors shall establish the maximum annual assessment to be assessed against each Lot, which assessment shall include a pro rata portion of the amount of real estate taxes, special assessments and insurance premiums payable by the Association. Rates for both annual and special assessments must be fixed at a uniform rate. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment shall be \$750.00 per Lot. An additional annual pond maintenance assessment of \$250.00 shall be levied against Lots 2 - 7 for expenses incurred by the Association to maintain the ponds within such Lots. The Board of Directors shall fix any increase in the amount of such annual assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the annual assessments, special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto.

Section 4. 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. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance of a Lot by Declarant. Upon such conveyance, the annual assessments and special assessments prorated to December 31 must be paid to the Association prior to or at the closing of sale or transfer of any Lot. The Board of Directors shall establish the due dates for all assessments. All payments shall be made on or before the due date. Both annual assessments and special assessments shall be collected by the Association, in advance, in annual installments due on January 1.

Section 7. Declarant Exempt from Assessments. Declarant shall not be liable for any annual or special assessments upon Lots owned by it. Declarant is not responsible for the establishment of a budget as long as Declarant is the sole voting member of the Association.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15% per annum or at the highest rate allowed by Iowa law, whichever is lower. The

Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, common amenities, or abandonment of the Owner's Lot.

Section 9. Subordination of Assessments Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The assessment shall be paid prior to or at the closing of sale or transfer of any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. The failure of an Owner to pay assessments as provided under this Article shall not constitute a default under a mortgage insured by the Federal Mortgage Agencies.

Section 10. Assessment Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

ARTICLE 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 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. Preservation Easement. The Owner and/or occupant of each Lot burdened by the preservation easement granted to the Association by recorded instrument and depicted on the Plat shall keep that portion of the land of the easement area within the Lot at all times in good condition to promote ecological restoration of natural vegetation and timber and shall neither erect

nor permit erection of any building, fence, structure or other improvement of any kind within the easement area (except those occasional landscape structures or elements and recreational and access trails allowed pursuant to such recorded easement document), nor permit any growth of any kind which might interfere in any way with the use and care of the easement as a preservation zone with natural vegetation, timber and ponds, or interfere in any way with the performance by the Association of any of its obligations to maintain, inspect and patrol the preservation easement. Nothing shall be planted in, altered in, constructed in, or removed from the preservation easement, except upon written consent of the Declarant or Board of Directors.

Section 3. 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 benefited 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 such rights and obligations with respect thereto as may be provided by such laws.

Section 4. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by 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 5. Easement for Association Maintenance. Each Lot is burdened with an easement of ingress and egress for preservation, maintenance, repair and replacement of the Association Responsibility Elements by the Association. An easement is hereby granted over each Lot that includes or abuts the ponds located within the preservation easements to and for the benefit of the Association to the extent reasonably necessary for the purpose of maintenance and protection of such ponds and the fish and wildlife that habitat thereon.

Section 6. 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
PRESERVATION AREAS AND PONDS

Section 1. Natural Resource Protection. Declarant, the Association and the Owner of each Lot shall be responsible for establishing, maintaining, protecting, and preserving certain natural features of the Property to minimize any disturbance to the existing trees, to promote growth of natural vegetation within the drainage ways and timberlands, and to protect the existing ponds and fish and wildlife that habitat thereon.

Section 2. Natural Vegetation. Vegetation in the preservation easement, drainage easements, creek channels, ravines, drainage ways, timbered and pond areas shall be maintained to permit the natural survival of trees and/or ground-cover plantings of species appropriate to the topography and soils for the vicinity of the Property. No Owner or other person shall sod, seed, plant unauthorized gardens and landscaping within any timbered area of the Property. The growing of any noxious weed or other noxious substances within any Lot is prohibited.

Section 3. Timberland. Every effort shall be made to keep the aesthetic appearance and environmental significance of the timber within the Property in its original state and in good condition. The felling or cutting down of existing trees shall be limited to the absolute minimum needed for construction on a Lot. Established trees removed for construction shall be only those directly on the structure site and driveway. The Owner of each Lot shall be responsible to report for removal by Declarant or the Board of Directors the location of any damaged, diseased, decaying or dead tree within the preservation easement that may become a hazard by falling onto the Lot or falling onto garden clearings and landscaped structures, or blocking recreation and access trails, or potentially causing any other harmful or dangerous event.

Section 4. Maintenance of Preservation Easement By Association. The Association shall perform all maintenance relating to the preservation easement, including (but not limited to) trimming, removal and replacement of timber and spot applications of pesticides, mowing, thinning or burning of noxious weeds or invasive plants as such maintenance becomes necessary, at the sole discretion of Declarant or the Board of Directors, to preserve the easement area in its existing natural state.

Section 5. Maintenance of Timberland by Owners. The Owner and/or occupant of each Lot shall jointly and severally be responsible to perform all routine maintenance, trimming and replacement of those trees within the Lot not located within the preservation easement. An Owner shall also be responsible for maintaining the area between those trees in any manner that promotes the growth of native vegetation, or with landscaping, or as a grassy area and mowed on a regular basis, at the Owner's sole discretion. General policing to keep the preservation easement area within the Lot free of trash, rubbish, debris and other unnatural articles shall be the responsibility of the Owner of such Lot. Any Owner desiring to fell or cut down any tree within the Lot must first obtain prior written permission from Declarant or the Board of Directors and submit an acceptable tree removal plan, which may include a plan for tree replacement.

Section 6. Maintenance of Ponds By Association. The Association shall be responsible for maintenance of ponds within the preservation easement through monitoring the water quality and care of the aquatic plant life with the appropriate use of chemicals and installation of an aerator system.

Section 7. Restricted Access to the Timberland. The timbered areas within the boundaries of the Lots are privately owned for the restricted use, enjoyment and benefit of the Owner of such Lot. No person, including the general public and other Owners, shall be allowed to enter upon or access the timberland of one Lot from the other Lots or from the Common Area or from the ponds without first obtaining permission from the Lot Owner.

Section 8. Restricted Access to Ponds. The ponds are privately owned by the Owners of those Lots containing the ponds within their boundaries for the use, enjoyment and benefit of the Owners of such Lots. No person, including the general public and other Owners, shall be allowed to enter upon or access the ponds without first obtaining permission from the Lot Owner. The general public and other Owners are not permitted access to the ponds without being accompanied by and under the supervision of an Owner and/or occupant of the Lot.

Section 9. Restrictive Uses Pertaining to Ponds. The Board of Directors shall have the authority to adopt rules and regulations governing the use of the ponds and certain common amenities by the Owners. Without limiting the generality of the foregoing, Declarant reserves the right to restrict the use and to grant exclusive use rights with respect to the pond and common amenities, as determined by Declarant from time to time, which right shall automatically terminate when Declarant shall have conveyed its last Lot within the Property.

- (a) No person shall be allowed to swim in the ponds.
- (b) No floating devices of any type or swimming platforms, trampolines, slides, or similar objects shall be permitted on the ponds.
- (c) No ice houses or boathouses shall be permitted on the ponds.
- (d) No pier, dock or other permanent structure shall be installed or maintained at the ponds without the prior written approval of the Declarant or Board of Directors.
- (e) No electrical lines or systems shall be installed or maintained to any private pier, dock or other permanent structure permitted on the ponds.
- (f) Firepits shall be permitted within a reasonable distance of the ponds.
- (g) No lawn fertilizer shall be used or sprayed within twenty-five (25) feet of the ponds.
- (h) No person shall be allowed to use any motorized boat, on the pond.
- (i) Fishing at the ponds is permitted; however, there shall be no transporting, removal

or stocking of fish in the ponds without the prior consent of the Declarant or Board of Directors. All fishing shall be "catch and release" except bluegills and similar fish.

- (j) No Owners shall be allowed to dock boats on the pond.
- (k) No person shall be allowed to dump any materials, including grass clippings, branches, landscaping materials, rubbish or other similar items, into the ponds.

ARTICLE XIII **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 whether or not of record or created by this Declaration or granted to any public authority. Nothing shall be altered in, constructed in, or removed from the Common Area, except upon 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) care of timberland, natural vegetation and ponds within the preservation easement, all necessary painting and care of signs, monuments, fountains and other structures, mailbox clusters 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 whatever 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 unto 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 Dallas 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. Maintenance of Storm Water Detention. Each Lot benefits from storm water detention designed to control and collect storm water runoff from the streets through construction and maintenance of storm sewer improvements. In recognition of such benefit, the Association shall be responsible for maintenance of the storm sewer and detention basin facilities within the storm sewer easements shown on the Plat. The Association shall not be responsible for any maintenance or upkeep of the land located within the easement area and that responsibility shall remain with the Owner. The Association may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

Section 5. 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 6. 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 invalidity based upon the acts of the insured; and providing further that the insurer shall not be entitled to contribution against casualty insurance which may be purchased separately by any Owner.

Section 7. 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 to the benefit of each

Owner, the Association, its Board of Directors and any managing agent acting on behalf to the Association. Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association.

Section 8. 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 of the Association Responsibility Elements and shall repair any damage to the Lot resulting from such access.

Section 9. 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 Owner, or by any family, guest, employee, agent, or lessee of such Owner.

Section 10. 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 to or death of any person, or damage to or destruction of any property caused by the condition of or in 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 XIV **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, weeds 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. 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 XV
ADDITIONAL RESTRICTIONS

Section 1. No horses, cattle, hogs, poultry, 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. 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 two (2) dogs and/or cats be kept at any one Lot at any one time. All pets must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, or completely screened or 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 the control of its owner if not tied up or kept within a fenced yard or dog run.

Section 2. 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 ponds and natural vegetative conservancy of the Property from damaging plant nutrients.

Section 3. 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. 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. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling within twelve (12) hours following the scheduled pick up of such trash.

Section 5. No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings or on garages. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is eighteen (18) inches 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. 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 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 with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) 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. The operation of snowmobiles, 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 the 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 shall be allowed when there is at least four inches of packed snow and ice. No vehicle of any kind may be driven over a pond or lake in the Property.

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

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

Section 10. Firewood shall not be stored on the front or side of the dwelling. Firewood shall be neatly stacked behind the dwelling out of sight from public view and shall not consist of more than one stack which shall not be in excess of four (4) feet x four (4) feet x eight (8) feet in size.

Section 11. No personal property shall be stored or left upon a Lot except within the residential structure or garage located upon the Lot. Garage doors shall be kept closed except during times of access to the garage.

Section 12. 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. 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. 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 XVI **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. Assignment by Declarant. This Declaration may not be assigned by Declarant, except in connection with a deed of all of Declarant's remaining Lots within the Property filed with the County Recorder.

Section 3. Amendments of Covenants. This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owner of each Lot (or the joint Owners of 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. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the County Recorder.

Section 4. Period of Covenants. The easements granted herein shall be perpetual in nature. All covenants, conditions, restrictions and reservations created by this 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 XVII
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 XVIII
ENFORCEMENT AND WAIVER.

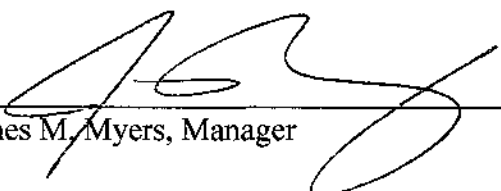
Section 1. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

Section 2. The Property shall also be subject to any and all rights and privileges of the any governing entity now held or hereafter 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. 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.

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

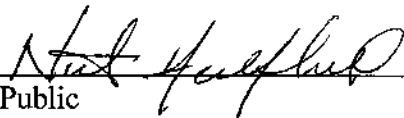
HERITAGE WOODS, LLC,
an Iowa limited liability company

By: 
James M. Myers, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on May 10, 2016, by James M. Myers, Manager of Heritage Woods, LLC.



By: 
Notary Public