



Book 2007 Page 3780

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Carol "Cindy" Hol, Recorder  
Dallas County IOWA

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**COPY**

**Amended and Restated Declaration of Covenants, Conditions and Restrictions  
Recorder's Cover Sheet**

**Preparer Information:**

Clifford S. Swartz  
Brick Gentry Law Firm  
6701 Westown Parkway, Suite 100  
West Des Moines, Iowa 50266

**Return Address:**

Clifford S. Swartz  
Brick Gentry Law Firm  
6701 Westown Parkway, Suite 100  
West Des Moines, Iowa 50266

**Tax Statement:**

**Legal Description:** See attached Exhibit "A"

**Document or instrument number if applicable:**

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND  
ESTABLISHMENT OF HOMEOWNERS ASSOCIATION  
FOR  
DEER HUNTER'S RUN  
DALLAS COUNTY, IOWA

THIS AMENDED AND RESTATED DECLARATION made this 19<sup>th</sup> day of March, 2007, by the Residential Lot Owners..

WITNESSETH:

WHEREAS, the undersigned are the owners of those lots in Deer Hunter's Run described on Exhibit "A-1" attached hereto and hereby made a part hereof, hereinafter called the "Property";

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Deer Hunter's Run was filed of record on November 20, 1990 in Book 690 Page 801; and

WHEREAS, the undersigned constitute at least seventy-five percent (75%) of the Residential Lot Owners in Deer Hunter's Run and are desirous of amending said Declaration pursuant to Article VIII therein.

NOW, THEREFORE, the undersigned hereby publish and declare this Amended and Restated Declaration shall be substituted in its entirety as the Declaration of Covenants, Conditions and Restrictions for all lots (Exhibit A) in Deer Hunter's Run and that all lots in Deer Hunter's Run, an Official Plat, now included in and forming a part of Dallas County, Iowa shall be held, sold and conveyed subject to the following easements and restrictions, covenants, conditions, uses, limitations, and obligations, all of which are for the purpose of protecting the value and desirability of the Property and all of which shall run with the land and shall be a burden and a benefit to, and shall be binding upon the Declarant, its successors, assigns, grantees, executors, administrators and devisees.

ARTICLE I  
DEFINITIONS

1. "Declarants" shall mean VISTA REAL ESTATE AND INVESTMENT CORPORATION or its designated assigns and its successors and assigns.
2. "Lot Owner" or "Owner" shall mean each person or entity who is a recorded owner of a fee or undivided fee interest in any Lot located within the Property; provided, however, that in the event of the recording of a contract for the sale of a Lot, the contract purchaser shall be deemed the Lot Owner; and provided further that in the event a fee interest of record in hold merely for the security of

the performance of an obligation, then the obligor in possession shall be deemed the Lot Owner.

3. "Association" shall mean Deer Hunter's Run Homeowners Association, its successors and assigns.
4. "Property" shall mean all Residential Lots and Common Area Lots in Deer Hunter's Run, an Official Plat, now included in and forming a part of the City of Dallas County, Iowa.
5. "Common Area Lots" shall mean a re-configured Outlot Y and Lots B, C, D and E (Street Lots).
6. "Regular Assessment" shall mean an assessment for those costs which are necessary for ordinary and continuing maintenance for the Property, including but not limited to street repair, snow removal, mowing, general maintenance, lake maintenance and landscaping.
7. "Residential Lot" shall mean those numerically designated Lots shown upon the official recorded subdivision plat of Deer Hunter's Run.
8. "Special Assessment" shall mean the assessment as described in Section 5, Article V herein.

## ARTICLE II PROPERTY RIGHTS

1. Every Residential Lot Owner shall have a perpetual right and easement of enjoyment in and to the Common Area Lots and the surface area of Hunter's Lake, subject to the following limitations:
  - (a) The right of the Association after 10 days advance written notice specifying the amount of unpaid dues or assessment to suspend the voting rights of any Residential Lot Owner and to suspend any Residential Lot Owner's right to use the Common Area Lots or surface area of Hunter's Lake for any period during which any dues or assessment so specified against his Lot remains unpaid.
  - (b) The right of the Association to suspend the Residential Lot Owner's right to use the Common Area Lots or surface area of Hunter's Lake for a period not to exceed 60 days for any infraction of published rules and regulations of the Association.
  - (c) The right of the Association to dedicate, sell or transfer all or any part of the Common Area Lots to any public agency, authority or utility for such

purposes and subject to such conditions as determined by the members of the Association.

2. Any person legally residing on a Residential Lot shall have the same right and easement of enjoyment in and to the Common Area Lots and the surface area of Hunter's Lake which the Residential Lot Owner has pursuant to Section 1 above, but subject to the rights of the Association set forth in Section 1 above.
3. The owner of a Residential Lot that is required by any county or other regulatory official to install a waste water treatment system (septic tank system) that entails a drainage line for the treated waste water that needs to continue beyond the owner(s) lot to a common open space lot, the lot owner(s) may place and maintain that drainage line on either of the two common open space lots shown on the Subdivision Plat as Outlot Y, also along the reserved public and private streets, and when necessary to continue a drainage line from a street to a common area the drainage line may be placed along residential lot lines within the twenty-four (24) feet side yard setback lines (said setback side yard setback area being 12' on each side of a line dividing two lots) or when necessary along private residential lots rear lot lines within the fifty rear setback line area. Any owner installing or maintaining such a drainage line shall not damage any established improvements and shall be responsible for returning any disturbed area to its prior condition.
4. The Declarant shall have the right to incorporate additional property into the subdivision plat of Deer Hunter's Run.
5. Declarant reserves an easement across all roadways located within the Property for the purpose of ingress and egress, utility installation, and other easement areas as currently established for the possible future expansion of the Deer Hunter's Run subdivision to contiguous areas. Declarant further reserves the right to expand Deer Hunter's Run.
6. Declarant reserves the right to reconfigure Outlot Y by removing from said Outlot Tracts 35-A, 36-A and O.L. Z-A from Outlot Y, as shown on Exhibit B attached hereto, which removed tracts shall be conveyed to the Declarant.

### ARTICLE III MEMBERSHIP IN ASSOCIATION

Every person or entity who is a record Owner of a fee or undivided fee interest in any Residential Lot, including contract buyers, shall be a Member of the Association. The foregoing shall not apply to persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot which is subject to assessment by

the Association. Ownership of such Residential Lot shall be the sole qualification for Membership.

#### ARTICLE IV VOTING RIGHTS

1. Class of Membership. The Association shall have two classes of voting membership:
  - (a) Class A Members. Class A Members shall be all those Owners except the Declarant. Class A Members shall be entitled to one vote for each Residential Lot owned. When more than one person holds such interest in any Residential Lot, all such persons shall be Members, but in no event shall more than one vote be cast with respect to any Residential Lot owned by multiple individuals or entities.
  - (b) Class B Member. The Class B Member shall be the Declarant. Until such time as the Class B Member no longer owns any interest in the Residential Lots, the Class B Member shall have the sole voting rights for the Membership, provided, however, that the Class B Member shall have the right to waive this right to vote.
2. Voting Requirements.
  - (a) On any vote required of the Class A Membership a quorum shall be sixty percent (60%) of the Class A Members.
  - (b) At any meeting of Members for which a quorum is present, a majority of the quorum shall be necessary for an affirmative vote.
  - (c) Members of the Association shall have limited voting rights, as hereinafter set out, and all other matters shall be decided by the Board:
    - (i) Election of Directors;
    - (ii) Assessments as set out in Article V herein;
    - (iii) Amendment to this Declaration as set out in Article IX herein;
    - (iv) A Member may vote by proxy pursuant to provisions of the Bylaws of the Association.

#### ARTICLE V COVENANT FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Residential Lot by acceptance of a deed therefore, whether or not it shall be so

expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) Regular Assessments which shall be billed monthly or quarterly or as otherwise established by the Board, and (2) Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. All Regular and Special Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made without any necessity of any additional filing or notice to an Owner. Each assessment, together with such interest, costs, and reasonable attorney's fees shall also be a lien on the real estate until paid.

2. Only Residential Lots, whether situated with a residence or vacant, are subject to Regular Assessments. Outlots and Common Area Lots are excluded from Regular Assessment.
3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, services, roads, road right-of-way, entrance way, utilities, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area Lots, and of the homes situated upon the Property.
4. Regular Assessments shall be set by the Board of the Association. Special Assessments shall be subject to the vote of the Residential Lot Owners as set out in this Declaration.
5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, improvement, unexpected repair or replacement of streets, roads, entrances, right-of-way, trails, or of a described capital improvement upon the Common Area Lots, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting setting forth the purpose of the meeting, subject, however, to the voting rights of the Declarant as set out hereinabove. \*
6. Uniform Rate of Assessment. Both Regular and Special Assessments shall be fixed at a uniform rate regardless of size or location of a Lot which is subject to assessments within the Property. However, Owners of Lots on which a building

permit for a residence has been issued shall pay the full amount of a Regular Assessment and Owners of vacant lots shall pay one-half (1/2) of the amount of any Regular Assessment. Notwithstanding anything herein to the contrary, the Declarant shall pay Regular Assessment only for the period between date of this Amended and Restated Declaration and December 31, 2011, after which date the Declarant shall not have any obligation for Regular Assessments.

7. Quorum for any Action Authorized Under Article V. The required quorum at any meeting shall be sixty percent (60%) of the Members and shall be held more than thirty (30) days following the preceding meeting.
8. Date of Commencement of Regular Assessments. The Board of the Association shall have the right to estimate yearly assessment and assess each Residential Lot Owner who has a residence on said Residential Lot a monthly or quarterly charge. The Board shall provide the Owners with a report on all actual annual expenses within 90 days after the end of each calendar year and reconcile all charges with amounts paid during the prior year; any excess or deficiencies will be addressed by adjusting an Owner's then current assessment charges.
9. Effects of Nonpayment of Association. Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of one and one-half percent (1 ½%) per month, and the Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.
10. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien.
11. Special Road Assessment. The Declarant and the Lot Owners have agreed to undertake a substantial repair and replacement of the pavement on Street Lots B, C, D and E according to the specifications and the cost estimated set out in Exhibit B attached hereto. Each Owner of a Residential Lot, except the Declarant, shall be assessed an amount not to exceed Three Thousand Dollars (\$3,000) per Lot. The Declarant shall be responsible for the balance of the cost. For purposes of this Declaration "paving" shall not include the driveway approaches to the streets and paving, which shall remain the sole responsibility of the Lot Owner.
12. Escrow for Extraordinary Maintenance for Streets and Common Area Lots. Prior to commencing any construction on a Residential Lot, the Lot Owner shall pay to the Association a Three Thousand Dollar (\$3,000) escrow amount. This escrow fund shall be used by the Association to cover the costs of repair and

extraordinary maintenance to Common Area Lots which may result from the construction activity on such Lot. This escrowed amount shall be held until such time as the Board has determined that all such costs have been determined and any balance remaining shall be repaid to the Lot Owner.

ARTICLE VI  
BOARD OF DIRECTORS

1. Creation of Board. The Association shall be governed by the Board elected by the Class B Owner, or if the Class B Owner no longer has any voting rights, then by a Majority of a Quorum of the Class A Owners. The size and composition of the Board, its method of election and its duties and authorities shall be as provided in this Declaration, the Articles, and the Bylaws. The Board shall exist and function solely for the benefit of the Association.
2. Classification and Voting for Board Members.
  - (a) The Board of Directors shall consist of five (5) Directors.
  - (b) The Bylaws of the Association shall identify the procedures for voting for these Board positions.
3. Powers and Duties of the Board. For the mutual benefit of the Owners:
  - (a) The Board shall have the power and duty to operate, repair, replace and maintain the Common Areas (or to cause them to be operated, repaired, replaced and maintained), including but not limited to watering, mowing, pruning, fertilizing, preserving and repairing and replacing landscaping, and signs located in Common Areas;
  - (b) The Board shall have the power and duty to establish Regular Assessments and to recommend Special Assessments, subject to the provisions of Article IV herein.
  - (c) The Board shall have the power (but not the duty) to make reasonable rules and regulations for the operation of the Common Areas and the Common Facilities, and to supplement and amend them from time to time;
  - (d) The Board shall have the power to enter into agreements or contracts with insurance companies to provide insurance coverage for the Association (including but not limited to its officers and directors) and the Common Areas;
  - (e) The Board shall have the power (but not the duty) to borrow funds to pay the costs of operating the Association and performing its obligations,



secured by assignment or pledge or rights against delinquent Owners, if the Board sees fit (in its sole and absolute discretion); provided, however, that the Board shall not borrow more than \$5,000.00 without the vote or other consent of the Class B Owner, or if the Class B Owner no longer has any voting rights, then by a two-thirds (2/3) of a Quorum of the Class A Owners;

- (f) The Board shall have the power (but not the duty) to enter into agreements, contracts or undertakings of every kind and nature, to maintain one or more bank accounts, and, generally, to have all things necessary or incidental to the operation and management of the Association and satisfaction of its legal obligations;
- (g) The Board shall have the power (but not the duty) to sue or defend in any court of law on behalf of the Association;
- (h) The Board shall have the power and duty to maintain books of account and records with respect to all aspects of the business of the Association and to the levy, collection, receipt, administration, expenditure and disposition of all Assessments and other funds of the Association in accordance with sound accounting practices, and to permit any Owner (or a person designated by an Owner in writing) to inspect and copy them upon reasonable notice during normal business hours at the office of the Association;
- (i) The Board shall have the power and duty to make available to each Owner, within ninety (90) days after the end of each year, an annual report;
- (j) The Board shall have the power and duty to make, or cause to be made, any tax returns, report or other filings required by federal, state or local governmental authorities;
- (k) The Board shall have the power (but not the duty) to suspend the voting rights of an Residential Lot Owner for any period during which any Assessment against the Residential Owner or the Owner's property remains unpaid and for such other periods as may be provided for herein in the event of a default by a Residential Lot Owner which does not involve nonpayment of Assessments;
- (l) The Board shall have the power (but not the duty) to declare the office of a member of the Board to be vacant in the event that the member is absent from three (3) consecutive regular meetings of the Board;
- (m) The Board shall have the power and duty to enforce the provisions of this Declaration and any rules made hereunder as the Board determines to be

in the best interest of the Association and to enjoin and/or seek damages from any Residential Lot Owner for violation of any such provisions or rules if the Board determines such action to be in the best interest of the Association;

- (n) The Board shall have the power and duty to take any and all other actions and to enter into any and all other agreements or undertakings as the Board may determine to be necessary or proper for the full enjoyment of its rights and fulfillment of its obligations hereunder, for the operation or protection of the Association, or for the enforcement of the Covenants, Restrictions and Development Standards.

- 4. Liability Limitations. No Owner, director, officer or representative of the Association shall be personally liable for debts or liabilities of the Association. The directors and officers of the Associations shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct or bad faith. Directors and officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Associations shall indemnify and hold directors and officers free and harmless from any and all expense, loss and liability to others on account of any such free and harmless from any and all expense, loss and liability to others on account of any such contract or commitment (to the extent not covered by proceeds of insurance provided by the Association). In addition, each director and each officer of the Associations shall be indemnified and held harmless by the Association from any expense, loss and liability to others (to the extent not covered by proceeds of insurance provided by the Association) by reason of having served as a director or officer and against all expenses, losses and liabilities including but not limited to court costs and reasonable attorneys' fees, incurred by or imposed upon the director or officer in connection with any proceedings to which he may be a party or have become involved by reason of being a director or officer whether or not he holds the position at the time such expenses are incurred, except in cases wherein the expenses, losses and liabilities arise from a proceeding in which the director or officer is adjudicated guilty of willful misfeasance or malfeasance, misconduct or bad faith in the performance of his duties. Any right to indemnification provided for herein shall not be exclusive of any other rights to which a director or officer, or former director or officer, may be entitled and is intended to provide the fullest protection allowed by law. The Association may purchase and maintain directors' and officers' insurance on behalf of any person who serves as a director or officer of the Association against any liability asserted against him and incurred by him in that capacity or arising out of his status as such.

ARTICLE VII  
UTILITIES

1. Water Service. All Residential Lot Owners are required to tap-on to the community water system currently installed to serve Deer Hunter's Run, and to abide by the rules, regulations and procedures for installing and maintaining water service as established by the corporation which owns and operates said community water system. The water system is regulated and governed under the laws of the State of Iowa, the Iowa Department of Natural Resources (IDNR), and the United States Environmental Protection Agency (EPA).
2. Water Service Rates. The rates for water service, including tap-on fees and regular services, shall be determined by the Board and shall be based on costs of service.
3. "Pass Through" Condition. In the event that Iowa Department of Natural Resources (IDNR) or the United States Environmental Protection Agency (EPA) should impose more strict or stringent rules, regulations, or monitoring systems upon the corporation which owns and operates the community water system, or should said water system become contaminated for reasons beyond the control of the corporation, resulting in increased costs to the corporation, such actual increased costs shall be "passed through" to the users of the system either in the form of special assessments or higher rates.
4. Underground Utilities. All utilities and service lines are to be underground service, except for storage tanks and/or LP tanks, which must be shielded from view.
5. For purposes of the Article all water service charges due from an Owner shall be considered a Regular Assessment.

ARTICLE VIII  
COVENANTS FOR RESTRICTIONS ON USE OF LOTS

The Declarants for each Residential Lot owned within the Property hereby covenants, and each Lot Owner by acceptance of a deed or contract to any Residential Lot whether or not it shall be expressed in such deed or contract, is deemed to covenant and agree to the following restrictions, covenants, and conditions which shall be applicable to each Lot within the Property:

1. No building whatever (other than necessary structures such as garages and appropriate outbuildings), except one single family private dwelling house shall be erected, placed or permitted on any Residential Lot, and such dwelling house shall be used as a private residence only.
  - (a) Single-story Residences must have a ground floor finished area of not less than 1500 square feet.

- (b) One and One-half Story Residences must have 950 square feet of finished area on the ground floor. The total finished area of the ground floor and the second floor must be not less than 1600 square feet.
  - (c) Two-story Residences must have 850 square feet of finished area on the ground floor and the total finished area of the ground floor and the second floor must be not less than 1600 square feet.
  - (d) Split-level Residences must have 1150 square feet of finished area on the level or levels directly under the roof and a total finished floor area of not less than 1600 square feet.
  - (e) Exclusions: Garages, breezeways, porches, and terraces shall not be deemed included in finished area, irrespective of whether or not there may be living areas located above such non-living areas.
2. Temporary buildings and/or manufactured, modular, or mobile homes or transplanted existing dwellings, except those that are situated on a Lot as of February 1, 2007, are not permitted on any Lot. Garages or other outbuildings cannot be used as residences temporarily or permanently.
  3. No private dwelling house permitted under (1) above nor any other structure shall be erected on any Lot until the plans and specifications therefore have been submitted to and approved by the Board of Directors of the Association as to outward appearance, color, and design and location on the Residential Lot.
  4. Construction of any residence shall be completed within one year from the date said construction is begun.
  5. All Lot Owners are required to tap-on to the community water system provided. Private wells are prohibited without the written consent of the Board of Directors of the Association.
  6. No obnoxious or offensive trade or activity shall be carried on upon any Lot or within any residence.
  7. No use will be made of roads for parking at any time, and no inoperative vehicles will be parked outside on any property for a period exceeding 30 days.
  8. No P.A. systems, radios, stereos, televisions, tape recorders, etc. will be operated for either voice or music at a sound level that is disturbing to other Property Owners. Excessive or obnoxious outdoor lighting that might infringe on the privacy or enjoyment of other Lot Owners is prohibited.
  9. The operation of snowmobiles, trail bikes, dirt bikes, and all terrain vehicles, and any other off-road vehicles, within the Property is prohibited.

10. Hunting, trapping, and target shooting within the confines of Deer Hunter's Run is prohibited.
11. No horses, exotic animals, livestock, or fowl shall be kept or maintained on Residential Lots. Customary household pets are permitted in reasonable numbers. Commercial kennels are not allowed.
12. The Owner of each Residential Lot, whether vacant or improved, shall maintain such Lot and take all steps necessary to control noxious weeds and erosion thereon. If the Owner fails to maintain such Lot or control weeds and erosion, the Association shall have the right to do so at the Owner's cost and expense as provided herein.
13. No creek or stream running through any Lot shall be dammed or altered in any way, nor shall any ponds or impoundments be constructed without the written consent of the Board of Directors of the Association. Such consent shall not be unreasonably withheld.
14. No fuel operated motors shall be permitted on any ponds within the confines of Deer Hunter's Run, including Hunter's Lake.
15. No boat docs shall be erected on the shoreline of Hunter's Lake without written consent of the Board of Directors of the Association. Sandy beaches shall not be permitted. The Owners of Lots with frontage on Hunter's Lake shall maintain their own shoreline in a manner that will not detract from the natural beauty of the Lake or surrounding area.
16. All State laws apply to fishing on Hunter's Lake. Only Association Members and their guests are permitted to fish on Hunter's Lake.
17. No above ground or non-permanent swimming pools shall be permitted on any Lot.
18. Any liquid fuel tanks (propane, etc.) must be buried or camouflaged by bushes, decorative fence or some other acceptable means to hide the view of it from adjacent Property Owners.
19. No signs of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (1) street markets, traffic signs, and other regulatory signs for the benefit and safety of Homeowners; (2) signs not exceeding 144 square inches in area upon which there shall be exhibited the street number of name, or both, of the resident; (3) real estate signs by realtors, builders, or the developer while a Dwelling is under construction; (4) signs advertising a Dwelling for sale; (5) temporary signs

advertising garage sales and similar events; and (6) marketing signs by Declarant.

20. All driveways shall be paved with asphalt or cement.

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The waiver of any violation or failure to enforce any such covenant, condition or restriction shall not in any event operate as a waiver, impairment or abrogation of any covenant, restriction or condition by the same or any other person.

If any such covenant, condition or restriction or any portion thereof is declared invalid or void, no other covenant, condition or restriction shall be affected thereby.

ARTICLE IX  
MISCELLANEOUS

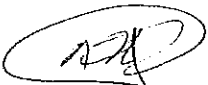
1. This Declaration and the covenants, conditions and restrictions herein shall run with the land and be binding upon all persons as aforesaid.
2. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Residential Lots.
3. Whenever this Declaration provides for enforcement or the imposition of penalties (including, but not limited to, a loss of voting rights) because of a breach or default hereunder, the Owner or other person alleged to be in default shall be entitled to notice and an opportunity to cure before any enforcement action is taken against him. The period allowed for an Owner to cure a breach or default shall be ten (10) days from the owner's receipt of a notice of default. If the default cannot reasonably be cured within the ten (10) day period, the Owner shall have such additional time as may reasonably be required to cure provided the Owner commences efforts to cure within the ten (10) day period and thereafter continues with diligence to completion.
4. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration or of any Annexation Declaration or Parcel Declaration is or becomes illegal, null or void for any reason or is held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of the instrument shall continue in full force and effect and shall not be affected thereby. It is hereby declared that the remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases might become or be illegal, null or void.
5. Notice. Whenever notice to any Owner (including Declarant) or the Association is required or provided for hereunder, it shall be given in writing by personal delivery or by mailing, postage prepaid, to the address of the Owner appearing on the records of the Association (and as furnished to the Board by the Owner)

and to the address for the Association which the Board may specify by notice to Owners from time to time. If notice is given in such a manner, it shall be conclusively deemed to have been received whether received by the addressee or not.

6. Interpretation. The Board shall have the right, power and authority to determine all questions arising under or in connection with this Declaration as well as the Articles and Bylaws of the Association, and to construe and interpret their provisions, subject to a contrary decision by a court of competent jurisdiction. Any such determination, construction or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction to the contrary, shall be binding on the Owners. The provisions shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The singular wherever used herein shall be construed to mean the plural when applicable and vice-versa, and the use herein of any gender shall mean any other gender when applicable.

IN WITNESS WHEREOF, the undersigned, have caused this Amended and Restated Declaration to be executed on the day and year first written herein.

Vista Real Estate and Investment Corporation



Alan J. Rivers, Secretary/Treasurer

STATE OF IOWA )  
 ) SS  
 COUNTY OF POLK )

On this 4<sup>th</sup> day of March, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Alan J. Rivers, to me personally known, who being by me duly sworn, did say that he is the Secretary and Treasurer of Vista Real Estate And Investment Corporation, an Iowa corporation; that no seal has been procured by the said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Alan J. Rivers as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



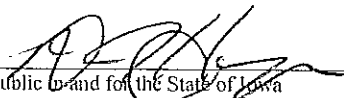
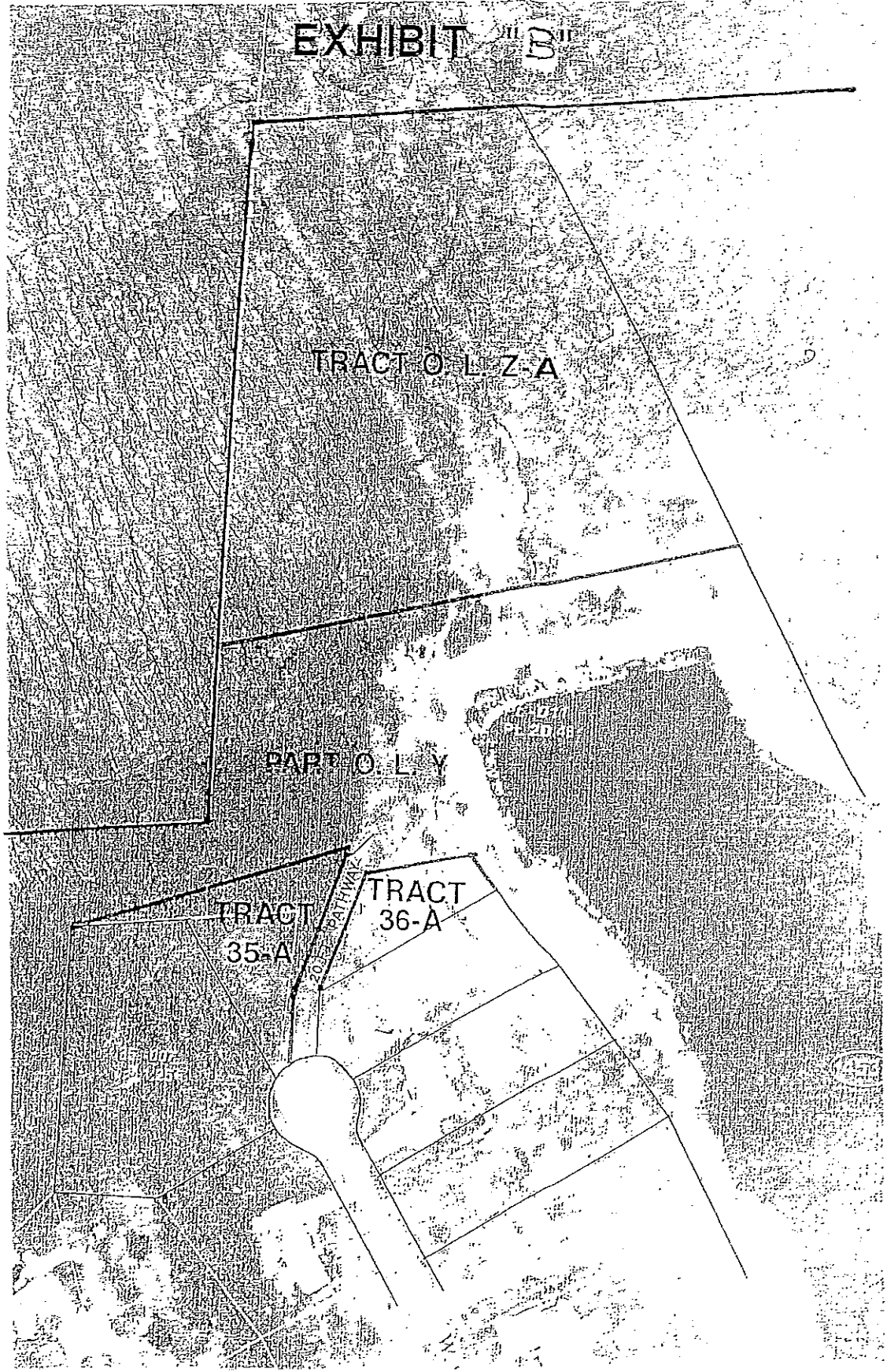
  
 Notary Public in and for the State of Iowa

EXHIBIT A

All lots in Deer Hunter's Run, an Official Plat, now included in and forming a part of Dallas County, Iowa



EXHIBIT "B"



DEER HUNTER'S RUN  
LOT CHANGES

SCALE: 1"=100'