

127

Instrument #: 2025-11209
12/23/2025 03:39:45 PM Total Pages: 25
XZCV COVENANTS
Recording Fee: \$ 127.00
Jordyn Hill, Recorder, Warren County Iowa



Prepared by: Timothy C. Hogan, Hogan Law Office, 1717 Ingersoll Ave, Ste 200, Des Moines, IA 50309 (515) 279-9059

Return To

Return to: Warrior Run Homeowners Association, 6150 Village View Dr, Ste 110, West Des Moines, IA 50266 (515) 309-0705

Grantor: Diligent Warrior Run, LLC

Grantee: The Public

Legal Description: See Exhibit "A"

Previously Recorded Documents: See Page 1

AMENDED AND SUBSTITUTED DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR WARRIOR RUN ESTATES

THIS AMENDED AND SUBSTITUTED DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR WARRIOR RUN ESTATES (this "**Declaration**") is dated October 30, 2025 and made by **DILIGENT WARRIOR RUN, LLC**, an Iowa limited liability company, as "**Declarant/Developer**" under the Declaration of Residential Covenants, Conditions and Restrictions recorded August 12, 2015 in **Book 2015** at **Page 6598** in the records of the Recorder for Warren County, Iowa, which instrument has been amended and/or modified as follows:

- A. Amendment recorded February 16, 2018 as **Instrument No. 2018-01188**;
- B. Affidavit of Correction recorded March 21, 2018 as **Instrument No. 2018-01986**;
- C. Amendment recorded March 30, 2021 as **Instrument No. 2021-03802**;
- D. Amendment recorded April 14, 2021 as **Instrument No. 2021-04481**;
- E. Amendment recorded February 21, 2023 as **Instrument No. 2023-01079**; and
- F. Amendment recorded November 13, 2024 as **Instrument No. 2024-08647**

(collectively, the "Original Declaration").

WHEREAS, the Original Declaration established the **Warrior Run Homeowners Association**, an Iowa non-profit corporation (the “**Association**”), to own, operate and maintain common amenities with authority to levy assessments necessary to manage, govern and administer the common amenities and Association for the benefit of the owners of real property subject to the Original Declaration.

WHEREAS, pursuant to the Original Declaration, Declarant established and placed certain covenants, conditions, restrictions, reservations and easements encumbering the following described real property (collectively, the “**Plat**”):

Lots 1-29 in Warrior Run Estates Plat 1, an Official Plat in Norwalk, Warren County, Iowa.

AND

Lots 1-32 and Outlots W, X and Y in Warrior Run Estates Plat 2, an Official Plat in Norwalk, Warren County, Iowa.

AND

Outlot X in Warrior Run Estates Plat 3, an Official Plat in Norwalk, Warren County, Iowa,

and granted certain protective covenants, conditions, restrictions, reservations and easements benefiting the following described real property (collectively, the “**Golf Course Property**”):

Parcel "A" and Parcel "B" of Outlot "Z", Warrior Run Estates Plat 1, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa, as shown in survey recorded in Book 2015, Page 10491, EXCEPT Parcels "C" and "R" of Parcel "B" of Outlot "Z" of said Warrior Run Estates Plat 1 as shown in survey recorded as Instrument No. 2018-00086 and in survey recorded as Instrument No. 2021-12373, AND EXCEPT Warrior Run Clubhouse Plat 1, an Official Plat in Norwalk, Warren County, Iowa.

WHEREAS, Declarant retains the irrevocable right to amend the Original Declaration and to subject additional land to the terms of the Original Declaration at any time without the approval of the Association or any other person.

WHEREAS, Declarant has elected to convert the Golf Course Property into additional buildable residential lots with areas of public parkland and future development by the filing of the subdivision plat for Warrior Run Estates Plat 4 in the records of the County Recorder. Declarant desires to vacate and release all of its right, title and interest in and to any and all easement rights granted under the Original Declaration in favor of the Golf Course Property by the filing of this Declaration.



WHEREAS, Declarant desires to subject the following described real property (previously part of the Golf Course Property) to the terms and conditions of the Original Declaration by the filing of this Declaration:

Lots 1-14 and Lots 17-48 in Warrior Run Estates Plat 4, an Official Plat in Norwalk, Warren County, Iowa.

WHEREAS, Declarant desires to subject the following described real property (previously part of Outlot V in Warrior Run Estates Plat I removed from the Original Declaration in Instrument No. 2021-04481) to the terms and conditions of the Original Declaration by the filing of this Declaration:

Lots 15 and 16 in Warrior Run Estates Plat 4, an Official Plat in Norwalk, Warren County, Iowa.

WHEREAS, Outlot Y in Warrior Run Estates Plat 2 was replatted for use as residential lots by the filing of the subdivision plat for Warrior Run Estates Plat 4 in the records of the County Recorder, and is no longer being used and maintained by the Association as a temporary private storm water detention basin. Declarant desires to remove such property and detention basin as an Association Responsibility Element by the filing of this Declaration.

WHEREAS, Declarant desires further to adopt amended and substituted residential covenants, conditions, restrictions, reservations and easements with respect to the Original Declaration for the mutual and reciprocal benefit of the present and future owners of the Lots (defined below) consistent with the terms and provisions set forth in this Declaration.

WHEREAS, it is intended that this Declaration shall entirely amend and substitute the Original Declaration, including all terms, provisions, covenants, conditions, rights, reservations and obligations set forth therein, and shall supersede and take the place of the Original Declaration in its entirety.

WHEREAS, this Declaration shall be in force and take effect from and after the date that it is filed of record in the office of the County Recorder, subject to further amendment as herein provided, and that from and after that effective date the previously existing Original Declaration shall be of no further force or effect.

NOW, THEREFORE, Declarant by execution and recording of this Declaration, hereby declares that the Property (defined below) shall be held, sold and conveyed subject to the following easements, restrictions, covenants, reservations and conditions, which are for the purpose of protecting the value and desirability of, 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. Definitions. For the purpose of this Declaration and as used in this Declaration, the following capitalized terms shall have the following definitions, except as otherwise specifically provided:

(a) **"Additional Land"** shall mean and refer to any real property annexed and subjected to this Declaration, in one or more additional phases, by an Amended Declaration.

(b) **"Amended Declaration"** shall mean and refer to a separate instrument filed of record with the County Recorder that annexes and subjects Additional Land to this Declaration and may grant additional covenants, conditions, restrictions and easements as to such Additional Land, or otherwise makes amendments to this Declaration.

(c) **"Architectural Review Board"** shall mean and refer to the members of the architectural review committee established by Declarant which is responsible for regulating development of the Property and referred to in this Declaration as the **"Review Board"**. Declarant may elect to act as the sole member of the Review Board in the place of a committee.

(d) **"Articles"** shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.

(e) **"Association"** shall mean and refer to **Warrior Run Homeowners Association** its successors and assigns, a nonprofit corporation organized pursuant to Chapter 504 of the Code of Iowa.

(f) **"Association Responsibility Elements"** shall mean and refer to any improvement, easement or feature whether or not fully or partially located upon any Lot or the Common Area, for which the Association is obligated to maintain or manage for the common use and benefit of the Owners, including, but not limited to, the following:

- (i) Monument signs, and similar entrance features and the landscape plantings and materials surrounding the entrance sign.
- (ii) Common Area and all improvements located thereon.
- (iii) Storm Water Detention Facilities.
- (iv) Any easement document filed in the records of the County Recorder requiring maintenance by the Association, including, but not limited to, the Monument Sign Easement recorded August 12, 2015 as **Instrument No. 2015-6604** and the Private Trail Easement affecting Outlots W and X in Warrior Run Estates Plat 2.



(g) **"Board of Directors"** shall mean and refer to the members of the Board of Directors of the Association duly appointed by Declarant or elected by the Members in accordance with this Declaration, the Articles or the Bylaws.

(h) **"Builder"** shall mean and refer to an Owner (other than Declarant or any affiliate of Declarant) which acquires fee title to one or more Lots with the intent of erecting a dwelling thereon for the strict purpose of offering such Lots as improved property for sale to the general public. The Builder by virtue of its ownership of a Lot shall be considered the Owner of its respective Lots and shall be subject to the same terms, conditions, duties and assessments otherwise imposed upon an Owner under this Declaration.

(i) **"Bylaws"** shall mean and refer to the Bylaws of the Association adopted by the Directors of the Board of Directors, as the same may be amended from time to time.

(j) **"City"** shall mean and refer to the city of Norwalk located in Warren County, Iowa.

(k) **"Common Area"** shall mean and refer to any real property within the Property to which the Association shall hold title, together with any improvements thereon, for the common use, enjoyment and benefit of the Owners. Maintenance of the Common Area shall be solely at the expense of the Association as a part of the Association Responsibility Elements. The term shall include the trails designated as Outlots W and X in Warrior Run Estates Plat 2 and any other real property when annexed and subjected to this Declaration as Common Area, in one or more additional phases, by an Amended Declaration. Declarant may convey the Common Area to the Association by deed at any time during the Control Period.

(l) **"Control Period"** shall mean and refer to the period commencing on the date this Declaration is filed of record with the County Recorder and terminating at such time as Declarant no longer has any ownership interest in the Property, during which period Declarant reserves unto itself the right to amend this Declaration, to have sole voting control and authority with respect to the Association and Board of Directors, to have control and authority over all architectural control matters, to create, dedicate and maintain easements, and to exercise any and all other reservations, rights and privileges under this Declaration.

(m) **"County Recorder"** shall mean and refer to the office of the County Recorder for Warren County, Iowa.

(n) **"Declarant"** shall mean and refer to **Diligent Warrior Run, LLC**, and any successors and assigns acquiring all of Declarant's ownership interest in the Property for purposes of development or improvement and who is specifically designated as the successor Declarant in an instrument executed by the immediately preceding Declarant filed of record with the County Recorder.

(o) **"Declaration"** shall mean and refer to this Amended and Substituted Declaration of Residential Covenants, Conditions and Restrictions for Warrior Run Estates to which the Property is subject, as the same may be amended from time to time.



(p) **"Lot"** shall mean and refer to any numbered parcel of land within the Property which is platted for a single residential dwelling together with any additional number Lots shown upon a Subdivision Plat as may hereafter be annexed and subjected to this Declaration. The term shall not include Outlots.

(q) **"Managing Agent"** shall mean and refer to a manager or managing agent retained or employed by the Association for the purposes provided in this Declaration.

(r) **"Member"** shall mean and refer to those Persons entitled to membership in the Association as provided in this Declaration.

(s) **"Outbuilding"** shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed, storage shed or garden house.

(t) **"Owner"** shall mean and refer to the record owner, whether one or more Persons of the legal or equitable title to any Lot, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the Lot by provision or operation of law. A vendee in possession under a recorded contract of sale of any Lot shall be deemed the Owner of the Lot instead of the contract seller.

(u) **"Permittee"** shall mean and refer to any occupant, family member, guest, agent, contractor, licensee, lessee, subtenant, or invitee of an Owner of a Lot.

(v) **"Person"** shall mean and refer to an individual, corporation, partnership, limited liability company, association, estate, trust, or other legally recognized form of entity, or fiduciary acting on behalf of another individual or any other legal entity.

(w) **"Plans"** shall mean and refer to the site plans and building specifications containing the drawings, specifications and other documents from which the dwellings and other improvements and appurtenances thereto within a Lot are to be located, constructed, altered, demolished or removed which may include such details as workmanship, design, materials, type of construction, external details, color scheme, elevation, site grade, paving, landscaping, retaining wall, fencing, roofing, solar system, geothermal system, sidewalk, driveway and other similar matters.

(x) **"Property"** shall mean and refer to all real property subject to this Declaration set forth on **Exhibit "A"** together with such Additional Land thereto as may hereinafter be brought within the jurisdiction of the Association when annexed and subjected to this Declaration.

(y) **"Storm Water Detention Facilities"** shall mean and refer to the common storm water detention basins and all pipes, inlets and outlets appurtenant thereto for which the Association is obligated to maintain for the common use and benefit of the Owners of the Lots.

(z) **"Subdivision Plat"** shall mean and refer to the official subdivision plat of the Property filed of record with the County Recorder, including any subsequent subdivision plats for the purpose of creating Lots or annexing Additional Land to this Declaration.



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

Words defined elsewhere in this Declaration shall have that meaning throughout the Declaration and not just in the Section in which such word is defined, unless the definition expressly states otherwise. Declarant shall have the final decision as to the meaning of any defined word or undefined term used in this Declaration.

ARTICLE II DESIGN STANDARDS, ARCHITECTURAL REVIEW AND CONSTRUCTION

Section 1. Design Standards. The criteria and design standards prescribing the quality and character specifications for the improvements to be constructed on the Lots shall reasonably conform to the minimum standards provided in this Declaration or permitted by variance authorized in writing by the Review Board. The Review Board shall have sole discretion and final authority to determine compliance with the design criteria standards, construction and procedures established under this Declaration.

Section 2. Architectural Review. No improvement or appurtenances thereto, except as originally installed or constructed by or on behalf of Declarant, shall be commenced, erected, altered, maintained or permitted to remain upon any Lot, nor shall any addition to or change, renovation or alteration thereof be made until Plans have been submitted to and approved by the Review Board. Any change in the appearance or the color of any part of the exterior of a dwelling shall be deemed a change thereto and shall require approval by the Review Board. Declarant shall, within thirty (30) days for the date of submittal of the Plans, deliver to the Owner written approval of, rejection of or required changes to the Plans. Any deviation in construction from the approved Plans or the surrounding area shall be corrected at the expense of the Lot Owner. The intent of this provision is to ensure that structures and landscaping are developed as prescribed in the Design Guidelines and that the covenants, restrictions, conditions and easements contained in this Declaration are met in connection with such development.

Section 3. Indemnification. The Association and Owners shall indemnify every member of the Review Board against all damages, liabilities and expenses, including reasonable attorney fees incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Association) to which the member may be a party by reason of being or having been a member of the Review Board. Neither the Review Board, the Association or Declarant shall be liable in damages to any Owner of a Lot or other Person submitting Plans to them for approval, or to any Owner of a Lot by reason of mistake in judgment, negligence or nonfeasance of Review Board, the Association, and Declarant, their agents or employees arising out of or in connection with the approval, disapproval or failure to approve any such Plans. Every Owner of a Lot or other Person who submits Plans for approval agrees, by submission of such Plans, and every Owner of a Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Review Board, the Association, or Declarant to recover any such damages.



Section 4. Building Types. No building or structure shall be constructed, altered or maintained on any Lot other than the dwelling or replacement thereof. No building or structure of any kind shall be moved onto any Lot. The construction of the dwelling on the 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 5. 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 6. Accessory Structures. Each Lot may have no more than one (1) customary and traditional accessory structure or Outbuilding such as a tool shed, garden house, in-ground swimming pool with pool house, tennis court and the like. No above-ground or non-permanent swimming pools shall be permitted on any Lot. Any trash receptacle or Outbuilding shall be properly screened by shrubbery and not fencing so that only shrubbery shall be allowed as privacy screening material. Any dog kennels or runs, swimming pools, tennis courts, Outbuildings and such improvements shall not extend farther than the front line of the dwelling extended to the side lot lines and shall not be located within twenty (20) feet of any side or rear Lot line, as the minimum distance established by the zoning ordinance of the City or the minimum distance as established in the Subdivision Plat as recorded, whichever is the more restrictive.

Section 7. Building Area. No dwelling shall be constructed or permitted to remain upon any Lot unless the building area contains the following minimum square footages and unless it meets the following requirements:

- A. For ALL LOTS IN WARRIOR RUN ESTATES PLAT 1, one and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,725 square feet; one story or ranch dwellings must have a finished area of not less than 1,470 square feet.
- B. For ALL LOTS IN WARRIOR RUN ESTATES PLAT 2, one and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,725 square feet; one story or ranch dwellings must have a finished area of not less than 1,470 square feet.
- C. For ALL LOTS IN WARRIOR RUN ESTATES PLAT 4, one and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,700 square feet; one story or ranch dwellings must have a finished area of not less than 1,400 square feet.
- D. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.
- E. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.



Section 8. Building Design. The minimum criteria and design standards prescribing the quality and character specifications for the dwelling and improvements to be constructed on each Lot shall conform to the following requirements when approved in writing and accepted by the Review Board:

- A. All exterior painted portions of any dwelling or garage located on any Lot shall be finished with one of the earth tone colors approved by Declarant as being acceptable exterior color. All exterior painted portions of dwellings and garages that are repainted shall be repainted in one of such color.
- B. All roof material shall be of an architectural shingle brand, metal roof style or other roofing product approved as being acceptable in color of earth tone or shingle of equal color, quality and appearance.
- C. All dwellings must be constructed using hardboard siding by LP SmartSide or cement board siding by James Hardie or other brands approved as being acceptable exterior siding. No vinyl siding shall be permitted.
- D. Decks attached to a dwelling must be constructed from cedar, redwood, treated lumber, Trex composite material or other products approved as being acceptable material.
- E. All Outbuildings and dog houses shall be consistent in external appearance, color and building material as the dwelling constructed upon the Lot.
- F. If a minimum basement elevation requirement is shown on the Subdivision Plat for any Lot, the dwelling upon such Lot shall have a finished basement floor elevation as shown on the Subdivision Plat.
- G. Declarant shall have the option to require Declarant's soil engineer to approve or monitor all soil excavation during exaction of basements for dwellings constructed upon any Lot.

Section 9. Construction. The dwelling on each respective Lot shall be under construction within twelve (12) months from the date of conveyance of such Lot by Declarant and completed within twelve (12) months of the commencement date of construction, unless an extended construction schedule for the work to be completed is otherwise approved by Declarant for a Builder which acquires fee title to multiple Lots with the intent of erecting dwellings thereon for the strict purpose of offering such Lots as improved property for sale to the general public. Within sixty (60) days of completion of the dwelling, all paving, Outbuildings, landscaping and sod or seeding shall be completely constructed, installed, planted and finished. If weather conditions make this requirement impossible to meet within the sixty (60) days, Declarant shall establish a reasonable period of time for compliance.



Section 10. Utilities. All utility connection facilities and services shall be underground.

Section 11. Solar Panels. Solar panels may be installed for the purpose of generating power by converting energy collected from the sun into electricity only on the rooftop of a dwelling. All mechanisms and components of the solar collector must be approved by the Review Board prior to installation. All installations must be safely secured and comply with applicable building codes and other governmental regulations. The surfaces of the solar collector and equipment, whether painted or colored materials, shall be properly and timely maintained to prevent peeling and cracking of paint or loss of coloration or other deterioration to the point where it becomes unsightly.

Section 12. Garages and Driveways. All dwellings shall have a minimum of a two-car attached garage. All dwellings shall have a driveway of not less than 18 feet in width running from city street to the garage.

Section 13. Sod. Within sixty (60) days of completion of a dwelling upon a Lot, the front yard, side yards and twenty-five feet (25') of the rear yard measured from the rear of the dwelling foundation shall be fully sodded (except where the topography, conservancy districts, creek slopes or tree cover does not permit such sodding) and the remainder of the rear yard to the rear Lot line shall be seeded or sodded. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.

Section 14. Fences. No fences or other structures may be built or maintained within the front building setback areas as shown on the Subdivision Plat and no fences shall be built or maintained in front of the front line of the dwelling extended to the side Lot lines. Fences shall be no taller than six (6) feet and shall be either painted or stained wood, black vinyl coated chain link or PVC vinyl, black wrought iron or metal with a black powder coated factory finish, or other material approved by Declarant as being acceptable fencing material. The fence fabric or screening material shall be mounted on the exterior face of the fence posts or fence framing. All fences shall be kept in good repair and attractive appearance.

Section 15. Security Lights. 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.

Section 16. Towers and Antennas. No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground or on Buildings. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-seven (27) 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 and cannot be located on the front of the Building. No more than one (1) penetration in the dwelling shall be permitted for the cable from such exterior tower, antenna or receiver dish. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground or on structures.

Section 17. Mailboxes. Neighborhood mailbox cluster units may be installed according to United States Postal Service regulations. The Lot Owner on which such mailbox is located



shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster unit by the mail carrier and other Owners of the Lots.

ARTICLE III STORM WATER DISCHARGE PERMITTING REQUIREMENTS

Section 1. Erosion Control. The Owner and/or occupant of a Lot, jointly and severally, whether vacant or improved, their agents, assigns, heirs and 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 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 shall be done in compliance with all laws relating to storm water discharge permitting. The Owner and/or occupant of a Lot, jointly and severally, 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 Declarant, the Association and the other Lot Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and 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 (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

ARTICLE IV EASEMENTS AND RESERVATIONS

Section 1. General Easements. The Property is subject to certain easements for the installation and maintenance of public and private utilities, sewers, drainage and detention as shown on the Subdivision Plat and/or in separate easement instruments filed of record with the County Recorder, including (but not limited to) the easement instruments listed below. The Owner and occupant of each Lot, jointly and severally, shall, at their own expense, maintain and preserve the easement area located within their respective Lot in good condition and shall not erect any buildings, fences, structures or other improvements within the easement area nor permit the growth of any trees, shrubs or other vegetation (except customary ground cover) which might interfere with the use or maintenance of the utility services, sewer, drainage or detention located within the easement area. Any berm or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.

- (a) **Gas Pipeline Easement.** The Owner and occupant of each Lot affected by the Pipeline Easement recorded in Book 65 at Page 524 (the "Gas Easement"), as shown upon the Subdivision Plats for the Property, shall keep the easement area located within their respective Lot free of buildings, structures, fences, trees, vegetation or other improvements and obstructions in accordance with the requirements set forth in the Gas Easement.



- (b) **Electric Transmission Line Easement.** The Owner and occupant of each Lot affected by the Transmission Line Easement recorded in Book 81 at Page 193 (the "Electric Easement"), as shown upon the Subdivision Plats for the Property, shall keep the easement area located within their respective Lot free of buildings, structures, fences, trees, vegetation or other improvements and obstructions in compliance with the requirements set forth in the Electric Easement.

Section 2. Easement for Signs. There is hereby reserved and granted to the Association, for the benefit of all Lots and Owners, an easement right and authority to erect and maintain permanent entrance and directional signs with respect to the Property at locations and of design consistent with the ordinances of the City and the right and authority to erect "No Swimming" or other pertinent signs within the Property as the Board of Directors deems reasonably necessary in its sole discretion from time to time. Declarant reserves unto itself during the Control Period, the right and easement to erect any such entryway, identification and "For Sale" signs within the Property as Declarant deems reasonably necessary in its sole discretion from time to time.

Section 3. 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 sidewalk within the Property.

Section 4. Easement for 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 5. Reservation of Easement Rights. Declarant reserves unto itself, for the benefit of all Lots and 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, ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Property. 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 any Subdivision Plat or instrument filed of record with the County Recorder. 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.

Section 6. Easement to Complete Improvements. Declarant reserves unto itself an easement over the Property for the purpose of completing the improvements thereof contemplated by this Declaration. Provided, however, Declarant shall restore any portion of the Property



disturbed by Declarant's use of such easement to the condition existing prior to the disturbance as soon as practically feasible after Declarant's use of the easement rights granted herein are concluded.

ARTICLE V GENERAL RESTRICTIONS AND PROTECTIVE COVENANTS

Section 1. Subjection of the Property to Certain Provisions. The ownership, use, occupation and enjoyment of each Lot and the Association Responsibility Elements shall be subject to the provisions of this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on and enforceable against each and all Lots and the Owners and their respective Permittees and successors in interest.

Section 2. Rules and Regulations. The Association shall have the authority to amend and adopt rules and regulations governing the use of the Association Responsibility Elements and such rules, if any, shall be observed and obeyed by the Owners and their Permittees. 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.

Section 3. Permitted Uses. All Lots shall be known and designated as residential lots and shall not be improved, used or occupied for other than those uses permitted by the zoning ordinances of the City, including accessory uses permitted by such applicable zoning ordinances. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structures constructed or maintained on any Lot except those activities permitted under the terms of the applicable zoning ordinance of the City. All uses of the Property shall comply with federal, state and local laws, ordinances and regulations.

Section 4. Restriction on Leasing. In order to protect the integrity of the Property and to ensure that those Persons residing therein have similar proprietary interests in their Lots, no dwelling on a Lot shall be leased unless the lease (i) is in writing; (ii) requires the tenant to comply with this Declaration and the rules and regulations adopted by the Association; and (iii) states that failure of the tenant to comply with such rules and regulations shall constitute a default under the lease. No lease shall relieve the Owner of the Lot from liabilities and responsibilities to the Association and other Owners as set forth in this Declaration or imposed under the laws of the State of Iowa. Short-term rental property, as defined and regulated by Iowa Code § 414.1, shall be permitted provided that such use complies with all federal, state and local laws, ordinances and regulations applicable to short-term rental property.

Section 5. Certain Animals Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept, except dogs, cats, birds and other usual common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of three (3) dogs and/or cats be kept at any Lot at any one time. Pets shall be registered, licensed and inoculated as required by law. 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 public view. Dog runs, if any, must be completely screened or otherwise hidden from view from any other Lot and all streets. 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. The Owner shall be responsible for prompt removal and disposal of all waste from their pets.

Section 6. 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 City or by other governmental entities, (ii) signs installed or erected by Declarant or the Board of Directors, (iii) signs which have been approved by Declarant or the Board of Directors exhibiting the street number and/or the name of the resident Owner, (iv) a customary sign (one per Lot) advertising the dwelling "For Sale", and (v) signs advertising the building contractor or for promotional or marketing purposes. No signs of any nature, kind or description shall be erected, placed or maintained on any Lot which identify, advertise or in any way describe the existence or conduct of a home occupation. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, Declarant or the Board of Directors are hereby given the right to enter upon such Lot and remove such signs.

Section 7. Nuisances. 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.

Section 8. Trash Receptacles. Each Owner shall, at its sole cost and expense, arrange for the regular removal of refuse and garbage from its Lot. Trash receptacles shall be kept by the Owners within a garage or Outbuilding or outside a dwelling hidden from public view by an attractive screen or shrubbery of suitable height and shall be set outside only for scheduled garbage pick-up days no earlier than twelve (12) hours prior to a scheduled pick up and must be returned within (12) hours following the scheduled pick up.

Section 9. Trailers and Parking. 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, stored or maintained on any Lot (except inside a garage or other enclosure out of view from the street and abutting Lots), in the yard of any Lot, or on any driveway, other than temporarily or incidentally for the making of pick-up and deliveries and those used during construction, repair, remodeling, maintenance, 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 enclosure out of view from the street and abutting Lots. For purposes of this Section, commercial vehicles shall not include company branded trucks or vans which are used in order to conduct work by the Owner or occupant of the dwelling employed or owing a business providing services or deliveries to customers (i.e.: contractors, electricians, plumbers, florists, or other home services and deliveries).

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot 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. When more than one Person holds an interest in any Lot, all such



Persons shall be Members. Ownership of a Lot shall be the sole qualification for membership.

Section 2. Voting. There shall be appurtenant to each Lot one vote in the Association. When more than one Person holds an interest in any Lot, 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, during the Control Period, Declarant shall be the sole voting Member of the Association. Declarant shall have the right to cast all votes it deems appropriate. Declarant may waive its right to be the sole voting Member of the Association at any time during the Control Period.

Section 4. Suspension of Voting Rights. The Board of Directors 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 5. Designation of Board of Directors. During the Control Period, Declarant shall have the right to name all members of the Board of Directors, or it may elect to act as the Board of Directors in the place of the Directors. Thereafter, the Members entitled to vote shall elect a Board of Directors of the Association as prescribed by the Bylaws. In addition to any right, power or privilege authorized hereinafter, the Board of Directors shall manage the affairs and business of the Association.

Section 6. Duration. No dissolution of the Association shall occur unless another association or equivalent entity has been created to succeed to the duties and obligations of the Association under this Declaration.

ARTICLE VII ASSOCIATION AUTHORITY, COMMON AREA AND MAINTENANCE

Section 1. Association Authority. The Association has been established to own the Common Area, to operate and maintain the Association Responsibility Elements and to manage necessary services relating thereto subject to the terms of this Declaration on behalf of the Owners. The Association, through its Board of Directors, shall have the right, power and authority to provide for the enforcement of this Declaration; to have sole control and jurisdiction over the Common Area; to be responsible to operate, maintain and keep the Association Responsibility Elements in good repair and condition in compliance with the standards of sound property management; to establish, levy, collect and have jurisdiction, control and possession of assessments as hereinafter provided; to enter into any contract, easement, lease, license or other agreement as may be necessary or desirable to carry out the provisions of this Declaration; and to otherwise establish such procedures and policies necessary or deemed desirable to carry out the obligations of the Association under this Declaration.

Section 2. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws or reasonably implied from or reasonably necessary



to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws or by applicable law, all rights and powers of the Association may be exercised by the Board of Directors at its discretion without a vote of the Members.

Section 3. Control of Association. Notwithstanding anything to the contrary provided in this Declaration, during the Control Period, Declarant shall have sole voting control and authority to exercise any right or privilege granted or delegated to the Association or its Board of Directors under this Declaration or the Bylaws. Thereafter, all such voting control and authority shall automatically transfer to the Members and the Association, as applicable. Each Owner by acceptance of a deed shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

Section 4. Personal Liability. No member of the Board of Directors, no officer, manager, agent or other employee of the Association shall be personally liable to any Member or any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board of Directors, and any officer, manager or other employee of the Association; provided, however, the limitations set forth in this Section shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

Section 5. Managing Agent. The Association shall have the right and authority to enter into a contract for the professional management and operation of the Association, and the management fee thereof shall become a part of the regular assessment. During the Control Period, Declarant may at its option be responsible for the professional management and operation of the Association's affairs with a direct pass through of expenses and management fees thereof assessed as a part of the regular assessment. In the event Declarant or the Association shall delegate any or all of its duties, obligations or responsibilities to a Managing Agent, neither Declarant, the Association, nor the Owners shall be liable for any omission or improper exercise by the Managing Agent of any such duty, obligation or responsibility so delegated.

Section 6. Contracts and Agreements. The Board of Directors may enter into any contract, easement, lease, license or other agreement, and engage the services of and discharge any Managing Agent, manager, independent contractor, accounting, legal or engineering professionals or other employee as may be necessary or desirable to carry out the provisions of this Declaration. The Board of Directors, in its sole discretion, shall determine the duties and compensation of all such Persons so employed.

Section 7. Ownership of Common Area. The Association shall be the owner of the Common Area and shall timely pay all utility charges, 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. The Common Area shall not be conveyed or transferred by the Association without the prior approval of the City.



Section 8. Owners' Easement and Right of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of Declarant or the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes. Upon transfer of fee title to the Common Area to the Association, no such dedication or transfer shall be effective unless an instrument filed of record by the Association with the County Recorder consenting to such dedication or transfer has been authorized by sixty-six percent (66%) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 9. Use of Common Area. The Common Area shall be used strictly in accordance with the provisions of this Declaration. No Owner shall obstruct or interfere whatever with the rights and privileges of the other Owners, Declarant, or the Association in the Common Area. Nothing shall be planted in, altered in, constructed in, or removed from the Common Area, except upon written consent of the Board of Directors.

Section 10. Restricted Access to Detention Basin. The Property will benefit from a detention basin which is designed as part of the Storm Water Detention Facilities and/or granted by easement to control surface water drainage and storm water detention needs of the Property and is not intended as a pond for recreational purposes. Any recreational or unauthorized use is strictly prohibited. The general public is not permitted access to the Storm Water Detention Facilities.

Section 11. Maintenance by Owner. The Owner and/or occupant of each Lot, at its sole cost and expense, shall jointly and severally be responsible to repair, restore, protect and maintain the dwelling, Outbuilding, fences, sidewalks, trails, pathways and driveways (including snow and ice removal), lawn, landscaping and all other appurtenances and personal property of whatever nature located upon the Owner's Lot in a safe, clean, orderly and sanitary environment free of trash, rubbish, weeds, debris, insects, rodents, vermin and other pests and maintained in a good condition and state of repair.

Section 12. Maintenance by Association. The Association shall provide or contract for services on behalf of the Owners for the operation, improvement, maintenance, repair, reconstruction, restoration, replacement and removal of the Association Responsibility Elements, including (but not limited to) all necessary painting, mowing, trimming, care of signs, monuments and other entrance structures, replacement of landscaping and use of pesticides to control infestation of weeds and insects. The Association shall perform all such maintenance in a good and workmanlike manner in accordance with all applicable laws, rules, ordinances, codes and regulations.

Section 13. Maintenance of Storm Water Detention Facilities. Upon conveyance of any Storm Water Detention Facilities to the Association by the Declarant, the Association, at its expense, shall perform all services on behalf of the Owners for maintenance of the Storm Water Detention Facilities. Such maintenance obligations shall include, but are not limited to, reconstruction, repair, replacement, improvement, inspection, grading, dredging, mowing, replacement of permitted vegetation, removal of trash, litter and debris and any other duties required to be performed for maintenance under any stormwater management plan on file with the



City.

Section 14. 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 any Lot for the purpose of performing its maintenance obligations of the Association Responsibility Elements.

Section 15. Assessment for Maintenance Services. All charges incurred for maintenance services provided or contracted for on behalf of the Owners by the Association as needed in connection with the operation, maintenance and repair of the Association Responsibility Elements shall be paid by the Association and the costs of the same shall become a part of the regular assessment.

Section 16. Landscaping. The Association shall have sole control over all trees, shrubs, landscape plantings, retaining wall structures or other stabilization plantings with respect to the Association Responsibility Elements. The Board of Directors shall have the right to change such plantings and other landscaping elements from time to time in its sole discretion.

Section 17. Utilities. Each Owner shall be responsible for payment of all charges incurred for electricity, water, trash removal, gas, sewer, telephone, telecommunications, cable, television and similar utility services to the Owner's Lot. All other charges for utilities and common services as needed in connection with maintenance or operation of the Association Responsibility Elements shall be paid by the Association and the costs of the same shall be assessed against each Lot as part of the regular assessment.

Section 18. Shared Facilities, Equipment and Fixtures. To the extent that facilities, equipment and fixtures within any Lot shall be connected to similar facilities, equipment or fixtures affecting or serving other Lots, then the use thereof shall be subject to the rules and regulations of the Association.

Section 19. Responsibility for Willful or Negligent Acts. No Owner or occupant 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 to the Association Responsibility Elements rendered necessary by any intentional, willful, negligent or careless act of such Owner, or its respective Permittees. Any such expense shall be a special assessment upon the Lot of such Owner and shall become due and payable upon demand. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own except to the extent that it has been negligent in the performance of its obligations pursuant to this Declaration.

Section 20. 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 from use of or services provided for or relating to the operation, management and maintenance of the Association Responsibility Elements, except if caused by the act or negligence of the Owner, or its respective Permittees.



Section 21. Indemnification by Owner. Each Owner hereby agrees to indemnify, defend and hold harmless the Declarant, the other Owners, the Association and their agents, employees, contractors, heirs, administrators, successors and assigns, from and against any and all liability, claims, damages, expenses (including reasonable attorney fees and reasonable attorney fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any individual, or damage to or destruction of any property caused by the condition of or in connection with accidents relating to the Association Responsibility Elements out of the performance of any of the services or 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 VIII INSURANCE

Section 1. Insurance by Association. The Association shall purchase and maintain a master comprehensive public liability insurance policy against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Association Responsibility Elements in such amount or amounts as the Board of Directors shall deem appropriate from time to time. 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 Association 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 Association the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association. The policy shall provide that it may not be cancelled or substantially modified without prior written notice to any and all insureds named thereon, including the Association.

Section 2. Annual Review of Policies. The Board of Directors shall review at least annually all insurance policies acquired by the Association for the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.

Section 3. Assessment for Insurance. The premiums for all such insurance hereinabove described shall be paid by the Association and the costs of the same shall be assessed against each Lot as part of the regular assessment.

ARTICLE IX COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants for each Lot and each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) regular assessments and (2) special assessments and charges as provided in this Declaration, such assessments and charges to be established and collected as hereinafter provided. The assessments levied by the Association and any other charges, together with 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 assessment is made senior to all liens except a first mortgage of record and any ad valorem taxes. Each assessment or charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the assessment became due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of carrying out the general duties and obligations of the Association, including, but not limited to, operation, management, maintenance, repair, reconstruction, restoration, replacement and improvement of the Association Responsibility Elements, for payment of insurance, real estate taxes and special assessments, and any utility expenses, salaries, accounting, legal or other costs of enforcement of this Declaration, charges associated with management and administration of the Association, for reasonable reserves as the Board of Directors deems necessary, and for other purposes specifically provided pursuant to this Declaration, the Articles and the Bylaws. Except as otherwise specifically provided herein, all costs and expenses associated with the foregoing shall be allocated among all Lots as part of the regular assessment.

Section 3. Rate of Assessment and Notice. The Board of Directors shall establish the maximum regular assessment to be assessed against each Lot, which assessment shall include a prorate portion of the amount of real estate taxes, special assessments and insurance premiums payable by the Association. The Board of Directors shall fix any increase in the amount of the regular assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the regular assessment, 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 the regular assessment shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Association Responsibility Elements and any capital improvements which the Association is required to maintain. Notwithstanding the foregoing, the Board of Directors may use reserve funds, if established, to defray operating costs as it deems appropriate.

Section 5. Special Assessments for Capital Improvements and Operating Deficits. The Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, removal or demolition of a capital improvement for any Association Responsibility Element, or for operating deficits that the Association may from time to time incur, provided that any such special assessment shall require the consent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Uniform Rate of Assessment. Both regular and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Commencement of Regular Assessments, Due Dates. The regular assessments provided for herein shall commence on the first day of the first month following the date of conveyance of a Lot owned by the Declarant. The regular and special assessments for each



Lot conveyed shall become the obligation of the new Owner upon transfer of the Lot by Declarant. The new Owner shall then begin making payments of regular and special assessments when the next regular installment is due for such 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 regular assessments and special assessments shall be collected by the Association, in advance, in annual installments due on January 1.

Section 8. Exemption from Assessments. Declarant shall not be liable for assessments upon Lots owned by it. During the Control Period, Declarant is not responsible for the establishment of a budget. Declarant and the Association are not required to submit statements for assessments to any Owner.

Section 9. 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 Lot 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 Association Responsibility Elements or abandonment of the Owner's Lot.

Section 10. Subordination of Assessment 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.

Section 11. Assessment Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form 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. The Declarant is exempt from all assessments levied by the Association. The Association shall not be obligated to provide an assessment certificate for any Lot owned by Declarant.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the Association, the Owners and all parties claiming under them, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements and reservations now or hereafter imposed by the



provisions of this Declaration, and shall be entitled to recover reasonable attorney fees and costs incurred as a result thereof. In the event that any one or more of the foregoing 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, restrictions, easements, reservations or assessments not so expressly held to be void, which shall continue unimpaired and in full force and effect.

Section 2. No Waiver. Failure by Declarant, the Association, or any Owner to enforce any covenant, condition or restriction of this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 3. Rights of Governing Entity. The Property shall also be subject to any and all rights and privileges of the City now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of a Subdivision Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the City Ordinances relating to zoning, the more restrictive shall be binding. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on City-owned property within the Property.

Section 4. Notice to Mortgagees. The Association, upon request, shall provide written notification to any lender holding a first mortgage upon any Lot specifying the defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Bylaws or any other applicable documents which default has not been cured within sixty (60) days.

Section 5. Limitation of Liability. Declarant shall not be liable to any Owner and/or occupant for losses, damages or repairs relating to any private street, sidewalk, driveway, curb, stoop, patio or other concrete improvement located within the Property, including (but not limited to) cracking or chipping that may occur due to weather conditions.

Section 6. Duration. The easements granted herein, and all Association rights, duties, obligations and responsibilities shall be perpetual in nature. All covenants, conditions, restrictions, easements 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 the Lot 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, restrictions, easements or reservations 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.

Section 7. Amendment. This Declaration may be amended from time to time by an Amended Declaration signed or approved in writing by the affirmative vote of not less than two-thirds (2/3) of the Owners of the Lots, provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. 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. Notwithstanding the foregoing, during the Control Period, this Declaration may be amended by Declarant without approval by the other Owners, the Association, or any other Person. Such amendments or modifications shall be effective the date the Amended Declaration has been filed of record with the County Recorder.

ARTICLE XI DECLARANT'S RESERVATION OF RIGHTS

Section 1. Additional Land. Declarant reserves the irrevocable right in its discretion to create and record any replat or subsequent plat as Declarant deems appropriate and to annex and subject Additional Land to the terms of this Declaration at any time in the future without the consent of the Owners, the Association, or any other Person. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to annex and subject Additional Land to the terms of the Declaration in the future. The Additional Land shall be automatically subject to the applicable terms and conditions of this Declaration and the 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 the Additional Land by filing an Amended Declaration with the County Recorder with such terms and conditions as Declarant deems appropriate.

Section 2. Removing Land from Operation of Declaration. Declarant reserves the irrevocable right now and in the future to remove any portion of the Property from the operation of this Declaration without the consent of the Owners, the Association, or any other Person. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to remove any portion of the Property from the terms of this Declaration in the future. Declarant shall signify this removal of land by filing an Amended Declaration with the County Recorder with such terms and conditions as Declarant deems appropriate.

Section 3. Additional Association Responsibility Elements. Declarant reserves the irrevocable right at any time to convey additional Association Responsibility Elements to the Association without the consent of the Owners, the Association, or any other Person. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional Association Responsibility Elements to the Association in the future. The Association shall be obligated to accept any additional Association Responsibility Elements, including Common Area, so conveyed by Declarant and to hold and maintain the additional Association Responsibility Elements and Common Area pursuant to the terms of this Declaration.

Section 4. Marketing of Lots 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, maintain an office, staff the office with employees, display signs, and show any of its Lots then unsold. Neither the Owners, the Association, nor the use of the Common Area shall interfere with the construction of improvements and sale of the Lots by Declarant. Declarant retains the right to be considered an Owner of any Lot that remains unsold.



Section 5. Construction of Buildings and Landscaping. During the Control Period, Declarant retains full authority and control over the design, development, phasing and layout of the Property. Declarant reserves the right to make changes in the number, location, or manner of construction of dwellings, arrangement of Lots, and other improvements during initial construction and development of the Property; provided, that in all cases, such changes shall be accomplished in a manner consistent with applicable laws and City ordinances. During the initial development of the Property, Declarant further reserves the right to change the plantings and other landscaping elements within the Property from time to time in its discretion.

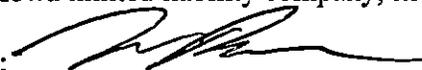
Section 6. Assignment of Declarant's Rights. Declarant shall have the right to assign all of its rights and obligations as Declarant under this Declaration to any Person acquiring all of Declarant's ownership interest in the Property for purposes of development or improvement and who is specifically designated as the successor Declarant in an instrument executed by the immediately preceding Declarant filed of record with the County Recorder. Upon such assignment, the initial or preceding Declarant shall have no further rights and obligations in connection with this Declaration, the Association, the Owners and the Property.

Section 7. Termination of Declarant's Rights. At the end of the Control Period, all rights, privileges, duties, obligations, responsibilities, reservations and authority granted or reserved to Declarant under this Declaration, the Articles and the Bylaws shall automatically transfer to the Members, Association or Board of Directors, as applicable. Upon such termination, Declarant shall have no further rights and obligations in connection with this Declaration, the Association, the Owners and the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

DILIGENT WARRIOR RUN, LLC,
an Iowa limited liability company
By: Diligent Development Group, LLC,
an Iowa limited liability company, its Manager

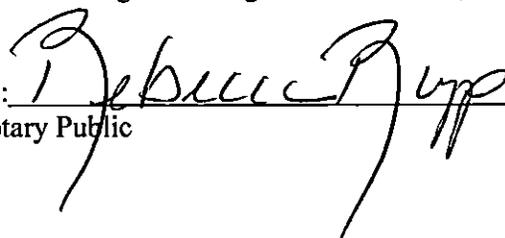
By: 

Tim Portzen, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on 10/30, 2025, by Tim Portzen, Manager of Diligent Development Group, LLC the Manager of Diligent Warrior Run, LLC.



By: 

Notary Public



EXHIBIT "A"
THE PROPERTY

Lots 1-29 in Warrior Run Estates Plat 1, an Official Plat in Norwalk, Warren County, Iowa.

AND

Lots 1-32 and Outlots W and X in Warrior Run Estates Plat 2, an Official Plat in Norwalk, Warren County, Iowa.

AND

Lots 1-48 in Warrior Run Estates Plat 4, an Official Plat in Norwalk, Warren County, Iowa.

