

***DECLARATION OF RESIDENTIAL COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR EAGLE KNOLL ESTATES PLAT 1***

THIS DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAGLE KNOLL ESTATES PLAT 1 (hereinafter "Declaration") is dated and made this 30th day of May, 2018, by Eagle Knoll Estate, LLC, an Iowa limited liability company (hereinafter "Declarant").

WHEREAS Declarant is the owner of certain real property legally described as follows (hereinafter "the Property"):

All Lots and Outlots in EAGLE KNOLL ESTATES PLAT 1, an Official Plat, now included in and forming a part of the City of Altoona, Polk County, Iowa

WHEREAS the Declarant desires to create a homeowners association with authority to levy dues and assessments necessary for the care of the pond, its water and wetlands, the entrance, the electricity necessary for the pond, and other structures of the Property.

WHEREAS the Declarant desires to create a homeowners association to own, govern, and maintain the common area and common amenities associated with the pond, its water and wetlands, the entrance, the electricity necessary for the pond and other structures of the Property for the benefit of the Property and each Owner thereof.

NOW THEREFORE Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties having any rights, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I **DEFINITIONS**

Section 1. “Additional Land” shall mean and refer to any land annexed and subjected to this Declaration pursuant to Articles XVI hereof.

Section 2. “Eagle Knoll Pond” shall mean and refer to the impounded body of water of the pond depicted within the easements shown on the Plat, whether or not fully or partially located upon any Lot or Common Area.

Section 3. “Association” shall mean and refer to Eagle Knoll Estates Homeowners Association, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa.

Section 4. “Association Responsibility Elements” shall mean the following:

- (a) Entrance and directional signs, monuments, fountains, and similar features utilized by the Property.
- (b) Common Area, including Outlots W, X, and Y
- (c) Conservation easements shown on the Plat containing Eagle Knoll Pond, the wetlands, ravines, streams, ponds, slopes, buffers, swales, and berms, and the timber within such conservation easements.
- (d) Retaining wall easements shown on the Plat, whether or not fully or partially located upon any Lot or Common Area.
- (e) Dam, spillway, and the parking areas, docks, piers, gazebos, picnic tables, playset equipment, and other similar amenities for the common use by the Owners.
- (f) Eagle Knoll pond and any fish and wildlife that habitat thereon.

Section 5. “Board of Directors” shall mean and refer to the members of the Board of Directors of the Association duly elected in accordance with the Articles of Incorporation and Bylaws of the Association.

Section 6. “Bylaws” shall mean and refer to the Bylaws of the Association adopted by the Board of Directors, as the same may be amended from time to time.

Section 7. “City” shall mean and refer to the City of Altoona, Iowa.

Section 8. “Common Area” shall mean and refer to any real property within the Property to which the Association holds title, together with any improvements thereof for the common use, enjoyment, and benefit of the Owners.

Section 9. “Declarant” shall mean and refer to Eagle Knoll Estate, L.L.C., an Iowa limited liability company, its successors or assigns.

Section 10. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions to which the Property is subject.

Section 11. “Lot” Shall mean and refer to an individual parcel of land within the Property which is platted for single-family residential dwelling.

Section 12. “Member” shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration.

Section 13. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot that is a part of the Property.

Section 14. “Outbuilding” shall mean an enclosed, covered structure (other than a dwelling or the attached garage) such as a tool shed or garden house.

Section 15. “Plat” shall mean and refer to the official plats of the Property filed in the records of the office of the Recorder of Polk County, Iowa.

Section 16. “Property” shall have the meaning set forth on Page 1 and shall include any Additional Land when annexed and subjected to this Declaration pursuant to Articles XVI of this Declaration.

ARTICLE II **DESIGNATION OF USE**

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

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

ARTICLE III **BUILDING TYPES**

Section 1. 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 any building or structure on any Lot shall be performed utilizing then acceptable construction methods

and procedures, including (but not limited to) on-site “stick-built” construction and/or off-site modular or panelized construction.

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

Section 3. Accessory Structures. Each Lot may have no more than one (1) customary and traditional accessory structure such as a tool shed, garden house, in-ground swimming pool, tennis court, and the like.

In-ground swimming pools shall be secure from outside entry and the Owner shall be responsible for providing proper fencing completely surrounding the pool to meet governmental safety requirements for pools. No above-ground or non-permanent swimming pools shall be permitted on any Lot.

Any trash receptacle, dog kennel, or run, or Outbuilding shall be properly screened by privacy shrubbery. Any dog kennels or runs, swimming pools, tennis courts, Outbuildings and other accessory structure and improvements shall not extend farther than the rear line of the residential 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 Plat as recorded, whichever is the more restrictive.

ARTICLE IV **BUILDING AREA, DESIGN, AND CONSTRUCTION**

Section 1. Building Area and Design. No dwelling shall be constructed or permitted to remain upon any Lot in Eagle Knoll Estates or any Lot created by future subdivision of Eagle Knoll Estates Plat 1 unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements.

- a. One story dwellings must have a ground floor finished area of not less than 1450 square feet.
- b. One and a half story dwellings must have not less than 1,200 square feet of finished area on the ground floor, and a total of ground floor and second of not less than 2,000 square feet of finished area.
- c. Two story dwellings must have not less than 1100 square feet of finished on the ground floor, and a total on the ground floor and second floor of not less than 2,000 square feet of finished area.
- d. In the computation of finished floor area, the same shall not include porches, 3 or 4 season porches, breezeways, or garages.

- e. There must be a minimum of 5/12 pitch roof on any dwellings.
- f. All Outbuildings and dog houses shall have the same external appearance, color, and building material as the dwelling constructed upon the Lot.
- g. All dwellings must be constructed using a minimum of twenty-five percent (25%) brick or stone on the front elevation of the dwelling.
- h. Not more than thirty inches (30") of concrete block or poured concrete foundation shall be exposed on any building, excepting the rear of walkout type residences, and any such exposed materials shall be painted or covered with brick or stone veneer.
- i. All dwellings must be constructed by a Recognized Home Builder approved in writing by Declarant prior to commencement of any construction. For purposes of this subparagraph, a Recognized Home Builder shall be a home builder which completes construction on an average of at least three (3) new homes annually. The Declarant reserves the right not to approve builders.
- j. All utility connection facilities and services shall be underground.
- k. All dwellings, structures, or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.
- l. Within ninety (90) days of completion of a dwelling upon a Lot, all portions of the Lot shall be fully seeded or sodded, except in preservation or conservancy areas and where the topography or creek slopes do not permit. In such event the balance of the Lot shall be left in natural vegetation. If weather conditions make this requirements impossible to meet, Declarant shall establish a reasonable period of time for compliance.
- m. All dwellings shall have a minimum of a three (3) car attached garage. All dwellings shall have a driveway of net less than sixteen (16) feet in width and running from the city street to the garage. Detached garages are strictly prohibited.
- n. Fences shall be limited to metal chain link or aluminum between three feet (3') and six feet (6'). No wood fence shall be allowed. All fence boards shall be mounted on the exterior face of the fence posts or fence framing. No fences may be built or maintained within the front building setback areas as shown on the Plat as recorded and no fences shall be building or maintained in front of the front line of the residential dwelling extended to the said Lot lines. All fences shall be kept in good repair and attractive appearance. No fences may be built or maintained on any Lot prior to commencement of construction of the single family dwelling and issuance of an occupancy permit.
- o. Neighborhood mailbox cluster units shall be installed by the Declarant according to United States Postal Services regulations. The Owner and/or occupant of the Lot on

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

ARTICLE V

STORM WATER DISCHARGE PERMITTING REQUIREMENTS

Section 1. Erosion Control. The Owner and/or occupant of each Lot, jointly and severally, whether vacant or improved, their agents, assigns, heirs and/or building contractors, shall take all necessary precautions to prevent, stabilize, and control erosion within its Lot to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot. In the event of any occurrence of soil erosion, the Owner and/or occupant of the Lot shall, jointly and severally, promptly clean up all eroded sediment and restore all affected areas to their original condition.

Section 2. Storm Water Discharge Permit. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions, and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot.

Section 3. Indemnity. During the ownership of the Lot, the Owner shall protect, defend, indemnify, and hold the Declarant, the Association, and the other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rules or regulation.

ARTICLE VI

ARCHITECTURAL REVIEW

Section 1. Architectural Review. The owners of all property as described herein shall be required to submit all plans for improvements (which plans shall include details of design, color scheme, elevation, site grade, landscaping, fencing, roofing, sidewalks, driveways, type of construction, external details and materials, and other similar matters) upon their respective lot and the Declarant shall be responsible for reviewing the same and ensuring that said plans meet the requirements of these covenants and the approval of the Declarant shall be required before the owners are permitted to construct the improvements as provided to the Declarant. The intent of this provision is to ensure that buildings and structures are developed in reasonable harmony within Eagle Knoll Estates and any future subdivision plat and that the covenants, restrictions, and conditions contained herein are met in connection with such development

The Declarant may, at their choice, allow an Architectural Review Committee to be formed and said Architectural Review Committee shall be made up of three (3) Members voted upon by the Owners and governed by the rules of the Association.

ARTICLE VII
SIGNS AND HOME-BASED OCCUPATIONS

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

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

ARTICLE VIII
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership.

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

Section 3. Declarant and Declarant Owners as Sole Voting Members. Notwithstanding any other provision of this Declaration, Declarant and Declarant Owners shall be the sole voting Members of the Association until Declarant no longer owns any portion of any lot or until they collectively waive, in writing, their right to be the sole voting Members. Declarant and Declarant Owners shall have the right to elect all Directors and to cast all votes as they deem appropriate.

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

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

Section 6. Duration. No dissolution of the Association shall occur without the prior approval and consent of the City.

ARTICLE IX

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner shall pay to the Association (1) annual assessments or charges, (2) special assessments for capital improvements and operating deficits, and (3) other special assessments as provided herein; such assessments to be established and collected as hereinafter provided. No assessment shall be levied without prior approval of a majority of the Board of Directors. The annual and special assessments, together with late fees, interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the Owner of such Lot at the time when assessment became due.

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

Section 3. Maximum Annual Assessment. The Board of Directors shall establish the maximum annual assessment to be assessed against each Lot, which assessment shall include a pro rata portion of the amount of real estate taxes, special assessments, and insurance premiums payable by the Association. Rates for both annual and special assessments must be fixed at a uniform rate for all Lots. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the annual 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 such annual assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal

and demolition of the Association Responsibility Elements and any capital improvement that the Association is required to maintain.

Section 5. Special Assessments for Capital Improvements and Operating Deficits.

In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, removal, or demolition of a capital improvement that the Association is required to maintain or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the asset of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Date of Commencement of Annual Assessments: Due Dates. Upon the closing of the sale of a lot for construction, the first assessment of \$200.00 shall be due. Thereafter, the annual assessment shall be paid by the 1st day of January. Upon any conveyance, the annual assessment and special assessments prorated to December 31 must be paid to the Association prior to or at the closing of sale or transfer of any Lot. The Board of Directors shall established the due dates for all assessments. The payments shall be made on or before the due date. Both annual assessments and special assessments shall be collected by the Association, in advance, in annual installments due on January 1.

Section 7. Declarant Not Exempt. Declarant shall be liable for assessments and for the cost of maintaining the Association Responsibility Elements as provided in this Section 7. Lots owned by Declarant that are occupied as a single-family residence shall pay the annual assessment described above for the routine maintenance of the Association Responsibility Elements. Lots owned by Declarant that are not occupied as a single-family resident shall pay, on a pro rata basis between such Lots, an amount equal to the total annual cost of the routine maintenance of the Association Responsibility Elements less the annual assessments assessed against other Lots. Lots owned by Declarant shall pay, on a pro rata basis between all Lots, any special assessments described above for the non-routine maintenance of or capital improvements to the Association Responsibility Elements.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12% per annum or at the highest rate allowed by Iowa law, whichever is higher. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all costs and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 9. Subordination of Assessments Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The assessment shall be paid prior to or at the closing of sale or transfer of any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from

liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

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

ARTICLE X **EASEMENTS**

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

Section 2. Conservation Easements. The Owner and/or occupant of each Lot burdened by the conservation easements granted to the Association by recorded instrument and depicted on the Plat shall keep that portion of the land of the easement area within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, fence, structure, or other improvement of any kind within the easement area, nor permit any growth of any kind which might interfere in any way with the use and care of the conservation easement as a conservancy zone with natural vegetation, timber, wetlands, and a pond, or interfere in any way with the performance by the Association of any of its obligations to maintain, replace, inspect, and patrol the conservation easements. Nothing shall be altered in, constructed in, or removed from the conservation easements, except upon written consent of the Declarant or Board of Directors.

Section 3. Retaining Wall Easements. The Owner and/or occupant of each Lot burdened by the retaining wall easements granted to the Association by recorded instrument and depicted on the Plat shall keep that portion of the land of the easement area within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, fence, structure, or other improvement of any kind within the easement area, nor permit any growth of any kind which might interfere in any way with the use and care of the conservation

easement as a conservancy zone with natural vegetation, timber, wetlands, and a pond, or interfere in any way with the performance by the Association of any of its obligations to maintain, replace, inspect, and patrol the conservation easements. Nothing shall be altered in, constructed in, or removed from the conservation easements, except upon written consent of the Declarant or Board of Directors.

Section 4. 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. 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 6. Easement for Association Maintenance. Each Lot is burdened with an easement of ingress and egress for preservation, maintenance, repair, and replacement of the Association Responsibility Elements by the Association.

Section 7. Additional Easements Rights. Declarant reserves unto itself, for the benefit of all Lots and Owners in Eagle Knoll Estates and any future subdivision plat of Eagle Knoll Estates, an easement, right, title, and authority to relocate, alter, or otherwise change the location of any drainage, utility, or sewer easement and to grant such further easements, licenses, and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or the Common Areas. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility, and sewer easement, or other easement, license or right-of-way by written instrument, or amendment to the Plat. Each Owner shall take title subject to the right and easements reserved herein; provided, however, the rights reserved in this Section shall not be exercised in a manner which unreasonably and adversely affects any dwelling or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the right of ingress or egress to any Lot. The rights and easements set forth in this Section shall run with the land and Declarant's right to further alter or grant easements shall automatically transfer to the Association when Declarant shall have conveyed its last Lot within the Property.

ARTICLE XI **POND USAGE**

Section 1. Natural Resource Protection. Declarant, the Association, and the Owner of each Lot shall be responsible for establishing, maintaining, protecting and preserving certain natural features of the Property to minimize any disturbance to the existing trees, to promote

growth of natural vegetation within the drainage ways, wetlands and timberlands, and to protect the pond.

Section 2. Natural Vegetation. Vegetation is conservation easements, side yard drainage easements, creek channels, ravines, wetlands, drainage ways, and timbered areas, shall not become overgrown with weeds, but shall be maintained to permit the natural survival of trees and/or ground-cover plantings of species appropriate to the topography and soils of the Property. To preserve the wetland area and lake in its natural state, invasive plants such as cattails and water lilies are prohibited. No Owner or other such person shall sod, seed, or plant gardens or landscaping on or within the conservancy areas. Such conservancy areas shall be preserved in a manner consistent with the guidelines for maintenance of conservation areas established from time to time by the United States Department of Agriculture, Natural Resource Conservation Service, Polk County Conservation, and other similar agencies.

Section 3. Timberland. Every effort shall be made to keep the aesthetic appearance and environmental significant of the timber within the Property in its original state and in good condition. The felling or cutting down of existing trees shall be limited to the absolute minimum needed for construction on a Lot. Established trees removed for construction shall be only those directly on the structure site and driveway. No desirable trees shall be removed from the Property above a 4" caliper. Trees shall be trimmed or pruned regularly and treated as needed to minimize the effects of disease, pests, or minor damage by wind, lightning or other natural forces. Damaged, diseased, decaying and dead trees shall be promptly removed from the conservation easements within the Lot by Declarant or the Association and from the remaining portion of the Lot by the Lot Owner.

Section 4. Restricted Access to the Timberland. The timbered areas within the boundaries of the Lots are privately owned for the restricted use, enjoyment, and benefit of the Owner of such Lot. No person, including the general public and other Owners, shall be allowed to enter upon or access the timberland of one Lot from the other Lots or from the Common Area or from the outer banks of the lake without first obtaining permission from the Lot Owner.

Section 5. Access to the Pond. The pond is a privately owned impounded pond for the common use, enjoyment, and benefit of all Owners. The general public is not permitted access to the lake without being accompanied by and under the supervision of an Owner and/or occupant of a Lot. Reserved for the benefit of all Lots and Owners is an easement to access the open water of the pond from any Common Area and a right to the common use of the natural body of water of the pond depicted within the conservation easements shown on the Plat, whether or not fully or partially located upon any Lot or Common Area.

Section 6. Restrictive Uses Pertaining to the Pond. The Association shall have the authority to adopt rules and regulations governing the use of the pond and certain common amenities by the Owners. Without limited the generality of the foregoing, Declarant reserves the right to restrict the use and to grant exclusive use right with respect to the lake and common amenities, as determined by Declarant from time to time, which shall automatically terminate when Declarant shall have conveyed its last Lot within the Property.

- (a) No person shall be allowed to swim in the pond.
- (b) No floating devices of any type or swimming platforms, trampolines, slides, or similar objects shall be permitted on the pond.
- (c) No ice houses or boathouses shall be permitted on the pond.
- (d) No pier, dock, or other permanent structure shall be installed or maintained at the pond without the prior written approval of the Declarant or Board of Directors.
- (e) No electrical lines or systems shall be installed or maintained to any private pier, dock, or other permanent structure permitted at the pond.
- (f) No private firepits shall be permitted within twenty-five (25) feet of the pond edges.
- (g) No lawn fertilizer shall be used or sprayed within twenty-five (25).
- (h) No person shall be allowed to use any boat over seventeen (17) feet long, motorized or otherwise, on the pond.
- (i) No person shall be allowed to use any gas motorized boat, although electric trolling motors of less than fifty (50) pounds of thrust shall be permitted.
- (j) Boats shall be pulled out of the pond by hand so as not to damage the riparian buffer supporting the pond and, when not in use, boats shall be stored out of the pond to further prevent damage to and cluttering of the pond's edge.
- (k) Fishing at the pond is permitted; however, there shall be no transporting, removal, or stocking of fish in the pond without the prior consent of the Declarant or Board of Directors. All fishing shall be "catch and release" except bluegills and similar fish.
- (l) No Owners shall be allowed to dock or use more than three (3) boats on the pond.
- (m) No person shall be allowed to dump any materials, including grass clippings, branches landscaping materials, rubbish, or other similar items, into the pond.

ARTICLES XII

OBLIGATIONS OF ASSOCIATION

Section 1. Ownership of Common Area. The Association shall be the owner of the Common Area and shall timely pay all real estate taxes and assessments levied against the Common Area. Declarant hereby covenants for themselves, their successors and assigns that they shall convey to the Association the fee title to the Common Area free and clear of all mechanic's liens or any liens or encumbrances whatsoever, except covenants, easements, conditions, and restrictions whether or not of record or created by this Declaration or granted to any public authority. Nothing shall be altered in, constructed in, or removed from the Common Area, except upon written consent of the Board of Directors. No Owner or other person shall sod, seed for grass or plant gardens or landscaping on or within the Common Area. The Association shall have sole control and jurisdiction over the Common Area.

Section 2. General Maintenance. The Association shall perform all preservation, maintenance, repair, replacement, restoration, removal, and demolition of the Association Responsibility Elements, including, but not limited to, all necessary painting and care of signs, monuments, fountains, and other structures, and any necessary maintenance and repairs to keep

the retaining wall infrastructure, dam, parking area, dock, gazebo, and other common amenities in a good and safe condition. No Owner shall obstruct or interfere whatsoever with the duties and responsibilities of the Association to perform its maintenance obligations relating to the Association Responsibility Elements. An Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by an intentional, negligence, or carless act by such Owner, or by any family, guest, employee, agent, or lessee of such Owner. Any such expense shall become a special assessment and lien upon the Lot of such Owner and shall become due and payable upon demand.

Section 3. Maintenance of Timberland and Conservation Easement. The Association shall perform all routine maintenance relating to the Common Area and conservation easements, including, but not limited to, all necessary trimming, removal and replacement of the timber, general policing to keep the area free of trash, rubbish, debris, and other unnatural articles, and mowing, thinning, or burning of the vegetation as necessary at the discretion of Declarant or the Board of Directors to preserve the area in its natural state.

Section 4. Maintenance of the Pond. The Association shall be responsible for preservation of the pond through monitoring the lake water quality and care of the aquatic plant life with the appropriate use of chemicals and installation of an aerator system. The wetlands shall be preserved in its natural state and shall be mowed or cut down as necessary at the discretion of Declarant or Board of Directors.

Section 5. Contracts and Agreements. The Board of Directors, in its sole discretion, shall enter into any contract, agreement, lease, management contract, employment contract, or lease, engage the services of and discharge any manager, activities director, managing agent, independent contractor or other employee as it deems necessary. The Board of Directors, in its sole discretion, shall determine the duties and compensation of such persons so employed.

Section 6. Casualty Insurance. The Association shall obtain a master casualty insurance policy or policies affording fire and extended coverage insurance for the Association Responsibility Elements in an amount equal to the full replacement value thereof. The Association may obtain “all risk” coverage for the Association Responsibility Elements. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. The Association may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the monthly maintenance assessment for each Lot on a pro rata basis. Such insurance coverage shall be for the benefit of the Association, each Owner, and, if applicable, the first Mortgagee of each Lot.

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

Section 7. Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, its agents and employees, the Owners and all other persons entitled to occupy any Lot. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to, worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association.

Section 8. Access for Maintenance. The Association and its agents, employees, or contractors shall have the right of reasonable access for ingress and egress over, across, or through each Lot for the purpose of performing its maintenance obligations of the Association Responsibility Elements and shall repair any damage to the Lot resulting from such access.

Section 9. Indemnification by Association. The Association hereby indemnifies and saves the Owners harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from personal injury, death, or property damage and occurring on or from the maintenance of the Association Responsibility Elements, except if caused by the act or negligence of the Owner, or by any family, guest, employee, agent, or lessee of such Owner.

Section 10. Indemnification by Owner. The Owner of each Lot hereby agrees to indemnify, defend, and hold harmless the Declarant, the other Owners, the Association and their heirs, administrators, successors and/or assigns from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings, and causes of action, for injury to or death of any person, or damage to or destruction of any property caused by the condition of or in connection with accidents in the Common Area or out of the performance of any of the obligations set forth in this Declaration, except to the extent caused by the negligence or willful act or omission of the indemnified parties hereto.

ARTICLES XIII MAINTENANCE BY OWNERS

Section 1. General Maintenance. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, rubbish, weeds, and debris and to keep the lawn and landscaping well maintained and health, including, but not limited to, maintaining the lawn at a height not to exceed six (6) inches, excluding prairie areas, rain gardens, and other similar areas. The Owner and/or occupant of each Lot shall jointly and

severally be responsible to maintain the dwelling and all other accessory structures and improvements upon the Owner's Lot.

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

Section 3. Timber. The Owner and/or occupant of each Lot shall jointly and severally be responsible to perform all routine maintenance, trimming, and replacement of those trees within the Lot not located within the conservation easement and shall also be responsible for maintaining the area between those trees. Any Owner desiring to fell or cut down any tree within the Lot must first obtain prior written permission from the Declarant or the Association and submit an acceptable tree removal plan, which shall include a plan for tree replacement.

ARTICLE XIV **ADDITIONAL RESTRICTIONS**

Section 1. Animals. No animals, livestock, horses, snakes, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other common household pets may be kept so long as they are not kept, bred, or maintained for commercial purposes. In no event, however, shall more than a total of two (2) dogs and/or cats be kept at any one Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling, and dog runs, if any, must be located at the rear of the house or garage and extend toward the rear of the Lot from that portion of the house or garage which is closest to the rear Lot line. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard or dog run. The Owner shall be responsible for prompt removal and disposal of all waste from their pets.

Section 2. Lawn Chemicals. Any chemical fertilizer, herbicide, or pesticide that may be used on any Lot shall be maintained, applied, and disposed for in an environmentally responsible and lawful manner. Phosphorus based fertilizers shall not be used. The Association shall further regular chemical fertilizer, herbicide, or pesticide pursuant to rules and regulations adopted by the Association in order to protect the pond water and natural vegetative conservancy of the Property from damaging plant nutrients. The growing of any noxious weed or other noxious substance is prohibited.

Section 3. 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 4. Garage Receptacles. No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a swelling unless hidden by an attractive screen or shrubbery of suitable height, or unless sunken to a ground level in a hole lined with permanent cribbing.

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

Section 5. Antennas and Satellite Dishes. No exterior transmission tower, antenna, or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings or on garages. Notwithstanding the foregoing, an exterior tower, antenna, or receiver dish which is eighteen (18) inches or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna, or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling on a Lot shall be permitted for the cable from such exterior tower, antenna, or receiver dish. No other exterior towers or antenna shall be constructed, installed, modified, or permitted on the ground, on dwellings, or on garages.

Section 6. Vehicles. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no trailer, camper, motor home, watercraft, recreational vehicle, commercial vehicle, unlicensed or inoperable vehicle or any other motorized vehicle or mechanical equipment may be parked or maintained on any Lot (except inside a garage or other vehicle enclosure out of view from the street and abutting Lots), or on any driveway in the Property, or on the public street, other than on a temporary basis, which shall not exceed forty-eight (48) hours; provided that this restriction does not apply to trucks, equipment, or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time shall a vehicle or any mobile equipment be disassembled, repaired, or serviced on any Lot, except inside a garage or other vehicle enclosure out of view from the street and abutting Lots.

The operation of snowmobiles, motorized trail bikes and dirt bikes, all-terrain vehicles and any other off-road vehicles by the Owners or their guests within the Property is prohibited. Such vehicles, however, may be used for the conveyance of emergency supplies, emergency transportation, and use by the Association for maintenance and management purposes.

Section 7. Commercial timbering. Commercial timbering is prohibited, except for salvaged trees.

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

Section 9. Firewood. Firewood shall not be stored on the front or side of the dwelling. Firewood shall be neatly stacked behind the dwelling out of sight from public view and shall not consist of more than one stack which shall not be in excess of four feet (4') by four feet (4') by eight feet (8') in size.

Section 10. Personal Property Storage. No personal property shall be stored or left upon a Lot except within the residential structure or garage located upon the Lot. Garage doors shall be kept closed except during times of access to the garage.

Section 11. Peaceful Possession. No activity shall be allowed that unduly interfere with the peaceful possession and use of the Property by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

Section 12. Owner's Insurance. No Owner shall permit anything to be done or kept in the Owner's Lot that will result in the cancellation of insurance on any Lot, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.

Section 13. Declarant's Unsold Lots. The Owners shall not interfere with the completion of the contemplated improvements and the sale of Lots by the Declarant. The Declarant may make such use of its unsold Lots as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, model home, the showing of its Lots and the display of signs.

ARTICLE XV **GENERAL PROVISIONS**

Section 1. Rules and Regulations. The Association shall have the authority to amend and adopt rules and regulations governing the use of the Common Area, the conservation easements and the pond and such rules shall be observed and obeyed by the Owners, occupants, their guests, lessees, assigns, and licensees. Such rules after being properly adopted at a meeting duly called for such purposes shall have the same force and effect as if contained in this Declaration.

Section 2. Assignment by Declarant. This Declaration may not be assigned by Declarant, except in connection with a deed of all of Declarant's remaining Lots within the Property filed with the County Recorder.

Section 3. Amendments of Covenants. This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be by the affirmative vote of not less than two-thirds (2/3rds) of the Owners. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Provided, however, until the Declarant has sold all of its Lots, it may make amendments or modifications to this Declaration effecting only its Lots without the consent of any other Owners or other party. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the County Recorder.

Section 4. Period of Covenants. The easements granted herein shall be perpetual in nature. All covenants, conditions, restrictions, and reservations created by this Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. Invalidation of any of the covenants, conditions, and restrictions of

this Declaration by judgment or decree shall in no way effect any of the provisions hereof, but the same shall remain in full force and effect.

ARTICLE XVI
ADDITION OF PROPERTY

Section 1. Conveyance of Additional Common Area and Additional Responsibility Elements. Declarant shall have the right at any time to convey additional Common Area to the Association or to add additional Association Responsibility Elements. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional Common Area to the Association in the future. The Association shall be obligated to accept any additional Common Area so conveyed by the Declarant and to hold and maintain the additional Common Area pursuant to the terms of this Declaration.

Section 2. Subjecting Additional Land to Declaration. Declarant shall have the irrevocable right to subject Additional Land to the terms of this Declaration at any time in the future without the consent of the Association. The Additional Land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the Additional Land shall automatically become Members of the Association in the same manner as described in this Declaration and shall be subject to the same applicable terms, conditions, duties, and assessments as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the County Recorder. No approval of the Association or any other person shall be necessary.

ARTICLE XVII
ENFORCEMENT AND WAIVER

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

Section 2. The Property shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plats for the Property, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.

Section 3. 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.

Dated this 30th day of May, 2018.

OWNERS:
EAGLE KNOLL ESTATE, LLC

Jack L Bartels
By: Jack Bartels, Manager

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 30th day of May, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **JACK BARTELS**, to me personally known, who by me being duly sworn does say that he is the Manager of said Limited Liability Company, that no seal has been procured by said Company, that said record was signed on behalf of said Company by authority of its Board of Directors, that said **JACK BARTELS**, as such officer, acknowledged the execution of said record to be the voluntary act and deed of said Company, by it and by them voluntarily executed.

Sara J. Rooker
Notary Public In and For the State of Iowa



***FIRST AMENDMENT TO RESIDENTIAL COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR EAGLE KNOLL ESTATES PLAT 1***

THIS FIRST AMENDMENT TO RESIDENTIAL COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAGLE KNOLL ESTATES PLAT 1 (hereinafter "Declaration") is dated and made this 15th day of August, 2018, by Eagle Knoll Estate, LLC, an Iowa limited liability company (hereinafter "Declarant"), the Declaration of Residential Covenants, Conditions, and Restrictions for Eagle Knoll Estates Plat 1 having been filed on July 24, 2018, in Book 17012 at Page 251 in the Polk County Recorder's office.

WHEREAS Declarant, as owner of more than 2/3 of the lots in Eagle Knoll Estates Plat 1 and pursuant to the Declaration of Residential Covenants, Conditions, and Restrictions for Eagle Knoll Estates Plat 1, may amend the covenants for certain real property located in Eagle Koll Estates Plat 1 described as follows (hereinafter "the Property"):

All Lots and Outlots in EAGLE KNOLL ESTATES PLAT 1, an Official Plat, now included in and forming a part of the City of Altoona, Polk County, Iowa;

NOW THEREFORE Declarant makes the following amendment to the Declaration of Residential Covenants, Conditions, and Restrictions for Eagle Knoll Estates Plat 1.

Article VII, Section 2, regarding Home-Based Occupations shall be stricken.

All other provisions of the original Residential Covenants, Conditions, and Restrictions of Eagle Knoll Estates Plat 1 having been filed on July 24, 2018, in Book 17012 at Page 251 in the Polk County Recorder's office are not affected by this Amendment and shall remain in full force and effect.

Dated this 15th day of August, 2018.

OWNERS:
EAGLE KNOLL ESTATE, LLC

Jack Bartels
By: Jack Bartels, Manager

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 15th day of August, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **JACK BARTELS**, to me personally known, who by me being duly sworn does say that he is the Manager of said Limited Liability Company, that no seal has been procured by said Company, that said record was signed on behalf of said Company by authority of its Board of Directors, that said **JACK BARTELS**, as such officer, acknowledged the execution of said record to be the voluntary act and deed of said Company, by it and by them voluntarily executed.

Sara J. Rooker
Notary Public In and For the State of Iowa

