

**DECLARATION OF RESIDENTIAL
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration is made on this 7th day of June, 2022, by the Declarant, Maple Grove Place, an Iowa Limited Liability Company.

WHEREAS, Declarant is the Owner of certain real property located in the City of Waukee, the County of Dallas, in the State of Iowa, which is legally described as:

Maple Grove Place, Recorded Final Plat – Referred to as Exhibit A
Lots 1 THROUGH 83 INCLUSIVE IN MAPLE GROVE PLACE, AN OFFICIAL PLAT, WAUKEE, DALLAS COUNTY, IOWA

WHEREAS, said property is referred to herein as the “Maple Grove Place.

WHEREAS, Declarant is desirous of protecting the value and desirability of the Maple Grove Place.

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- A. “Maple Grove Place” shall mean and refer to the property described in Exhibit A hereto.
- B. “Declarant” shall mean and refer to Maple Grove Place LLC.”
- C. “Declarant Improvements” shall mean those Improvements Declarant has constructed within the development at the time of development.
- D. “Lot” shall mean and refer to (lots 1-83) each and any individual parcel of land within Maple Grove Place, Lots are not considered common area.
- E. “Owner” shall mean and refer to the owner of record (whether one or more persons or entities) of the legal or equitable title to any Lot.
- F. “Outbuilding” shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.
- G. “Unit” shall mean and refer to dwelling erected on each lot.
- H. “Association” shall mean Maple Grove Place Owners Association, a nonprofit corporation organized pursuant to Chapter 504 of the Code of Iowa.
- I. “Common Area” shall mean Outlot X and Outlot Y which are items installed by the Declarant and managed by the Association, including, but not limited to, the Declarant Improvements of common areas including private sanitary sewer, private storm sewer and water lines located within Maple Grove Place. Lots are not considered common areas.
- J. “Association Responsibility Elements” shall mean the following: Outlot X and Outlot Y of the Recorded Plat, including the detention pond, private streets, private street lights, mail box pads, landscape buffer plantings, private sanitary sewer, storm sewer and water lines located within Maple Grove common areas.

II. RESIDENTIAL USE

All Lots in the Maple Grove Place shall be residential lots and shall not be improved, used, or occupied for other than private residential purposes. Only one Unit may be built on a Lot. Construction of units shall be performed by a builder selected by the Declarant.

No business activity whether it be full, or part time (other than home offices) 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 provisions of the zoning ordinance of the City of Waukee. Home Offices cannot generate any significant traffic and have no signage. It must appear to be just a single-family residence.

III. **BUILDING RESTRICTIONS AND REQUIREMENTS**

Except as specified herein, no building or other structure shall be constructed, altered, or maintained on any Lot, other than one residential dwelling with an attached private garage, unless prohibited or otherwise regulated by these Covenants. Notwithstanding the foregoing, the Declarant and any home builder who purchases a Lot from the Declarant for the purpose of building a home to be sold to its first occupant, may use a home constructed on any Lot for a sales and display office or as a model home, for marketing of its firm, this home, Lots within the Plat, or the sale of other existing or built to suit homes, and may have agents and employees located in such sales office or model home.

No factory manufactured, prefabricated, or modular housing shall be permitted. No home may be moved onto a lot from a previous location outside the development.

No dwelling shall be constructed on any Lots unless the design and location is in reasonable harmony with existing structures and unless it meets the following minimum square feet of living area requirements. All plans must be approved by the Declarant prior to permitting.

- A. One-story dwellings shall have a minimum sq ft of 1400 sq ft (basement finish may be used in this calculation.)
- B. One and one-half story dwellings shall have a finished floor area above grade as follows: 1400 sq ft.
- C. Two-story dwellings, including buildings commonly referred to as split-level, shall have a minimum sq ft above grade of 1400 sq ft.
- D. In the computation of floor area, this shall not include any porches, breezeways, decks or attached or built-in garages.
- E. A minimum of 25% (twenty-five percent) shall be stone, brick or stucco on front of the home facing the private street.
- F. No dwelling structure of any kind may be moved onto any Lot. All exterior painted portions of new dwellings constructed on any lot shall be harmonious with development.
- G. Roof material shall be slate, tile, medium to thick butt wood shingles or asphalt shingles with a weight rating of at least 230 pounds. Must be a muted color and blend with the overall color scheme of home.
- H. Exterior must consist of hardboard siding, concrete based siding (James Hardie), (LP Smartside Siding) stone, brick, or stucco board siding. Vinyl siding is prohibited.
- I. In no event shall any exterior foundation on front elevation be exposed more than twelve (12) inches above finish grade which is not faced with either brick or stone unless topographic conditions leave no other alternative. In this event, the foundation must be painted to match exterior of structure. All exposed foundation shall be painted to match body of home.
- J. All buildings, structures or improvements of any kind must be completed within eighteen (18) months of the commencement date of construction of home.
- K. Above ground swimming pools or non-permanent swimming pools are prohibited, with the exception, of temporary summertime wading pools for the use of children under the age of 5 which shall be permitted. In ground pools are allowed
- L. No decks can be built on front or sides of home.

- M. Recreational Courts – No tennis, pickle ball courts, batting cages, etc. are allowed on any lot. Basketball hoops can be located along the upper 2/3 of driveway. No basketball courts allowed in rear of house.
- N. Ramps – No skateboard ramps or bicycle ramps allowed that cannot be disassembled each day and removed.
- O. Security lighting and/or landscape lighting – Security lighting for driveways, parking and other areas shall be designed, located, and directed in a fashion which will avoid direct lighting onto adjoining Lots.

IV. GARAGES, DRIVEWAYS AND SIDEWALKS

All dwellings shall have a minimum of two-car attached garage. GARAGE SHALL BE LOCATED ON THE SIDE OF THE LOT WITH HIGHER ELEVATION UNLESS APPROVED IN WRITING BY DECLARANT. All dwellings shall have a Portland cement concrete driveway not less than 16 feet in width and running from the street to the garage.

No detached garages are allowed

All sidewalks and driveway areas shall be constructed by the Lot Owners in conjunction with the building of a house, shall be hard surfaced using a suitable thickness Portland cement, and in accordance with Maple Grove Place final plat.

Driveway and Sidewalk installation and maintenance to be the responsibility of the Lot Owners.

No Owner shall obstruct or allow obstructions on any sidewalk or pedestrian walkway that would impair the use or access by a pedestrian.

V. TEMPORARY AND OTHER STRUCTURES: CERTAIN USES

No temporary building or structure shall be built or maintained on any Lot without the express written consent of Declarant. No camper, motor home, boat, trailer, tent, shack, garage, unfinished dwelling basement, or outbuilding shall be used at any time as a dwelling. No truck with a gross vehicle weight greater than forty-five hundred pounds and no camper, motor home, boat, jet ski, snowmobile, trailer, mechanical equipment or similar property may be parked or maintained on any Lot (except inside a garage) provided that this restrictions shall not apply to what are customarily considered sport utility vehicles, passenger vans, or "conversion vans" or 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 twenty-one (21) days per year and no more than 5 days in a row. At no time shall an automobile, motorcycle, truck, camper, motor home, other vehicle, boat, jet ski, snowmobile, trailer, mechanical equipment, or similar property be disassembled repaired or serviced on any Lot, except inside a garage or dwelling. No automobile, motorcycle, truck, camper, motor home, other vehicle, boat, jet ski, snowmobile, trailer, mechanical equipment, or similar property may be at any time parked or maintained on the yard of any Lot.

VI. FENCES

All fences must be approved in advance by the Declarant or Declarant's agent in writing. All fences must be constructed of black vinyl coated chain link. Fences or hedges shall be permitted on the backside of the house and garage and limited to run along property lines and boundaries of drainage easements, but they shall not exceed six (6) feet in height. No fence or hedge should obstruct water flow. All fencing must be approved by the City of Waukee. Fence fabric or fence 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. Any fence that is placed in an easement area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair or remove any necessary facilities and the right of Declarant and the Association to provide and maintain.

NO fences will be permitted on Lots 1, 39, 40 through 48 of Maple Grove Place.

VII. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Official Plat of Maple Grove Place. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep and preserve that portion of the easement area within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within said easement areas (except customary and traditional ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easement areas. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant preserve and maintain any berm and/or swale constructed for drainage purposes to accomplish the purposes for which it was created.

There is hereby reserved and granted an easement for the benefit of each Lot served by a sidewalk and pedestrian walkway located partially or wholly on the Lots. This easement is for the purpose of allowing pedestrian access from the public streets to the Lot served by such sidewalk or pedestrian walkway. No Owner shall obstruct or allow obstructions on any sidewalk or pedestrian walkway that would impair the use or access by a pedestrian.

Declarant hereby grants to the Association an easement of ingress and egress onto all Lots for the purpose of enforcement of Declarant/Owner Remedies.

VIII. 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 what a reasonable person would consider to be a genuine annoyance or a genuine nuisance, either temporarily or permanently.

IX. 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 of Waukee, by other government entities or marketing signs by the Declarant and/or builder of home. (ii) a customary and traditional sign (one per Lot) advertising a Lot or dwelling for sale, not exceeding 1296 square inches. In any event, all signs must comply with any ordinances that may be enacted by the City of Waukee. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove said signs.

X. TRASH RECEPTACLES

No trash receptacles, recycling bins or garbage cans shall be permitted to be placed on a Lot outside a dwelling or garage. However, trash in proper containers and/or bags or recycling bins shall be allowed to be placed on a Lot outside a dwelling or garage, but no earlier than eighteen (18) hours prior to a scheduled pick up of such trash. Such trash containers must be returned to inside a dwelling or garage within twelve (12) hours following said scheduled pick up of such trash.

XI. UTILITIES

All utilities, including trunk and service lines for telephone, electricity shall be constructed and maintained underground except for the portion which utility companies customarily require to be above ground in the immediate proximity of any exterior utility meter. No private wells or septic systems shall be permitted on any Lot. No window mounted heating or air conditioning units are permitted.

XII. ANTENNAS, SATELLITE DISHES & SOLAR PANELS

No exterior towers or antennas of any kind shall be constructed, modified, or permitted on any Lot, except as herein specifically permitted. Customary television or radio antennas must be located inside the attic not on the outside structure or yard. A satellite dish (or similar structure) with a diameter of less than nineteen inches (19") shall be permitted to be placed elsewhere on a Lot, but only if it is totally hidden from view by a customary and traditional screen of suitable height (or otherwise totally hidden from view) from all other areas within the Maple Grove Place. No solar panel or any part of a solar panel system shall be placed temporarily or permanently on the ground, in yard, on any fence. They may be placed on roof, as long as it cannot be viewed from street. In addition, applications for solar panel systems are subject to the unilateral approval (or denial) of the Declarant and/or Association Board.

XIII. MAINTENANCE

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the Lot free of trash, weeds, and debris and to keep the lawn and landscaping well maintained and healthy. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, sidewalks, fence, screening, and all other improvements.

XIV. CERTAIN ANIMALS PROHIBITED

No animals, livestock or poultry, pigs or snakes of any kind shall be raised, bred, or kept on any Lot except 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 dogs and/or cats be kept at any one Lot at any one time. Dogs must be kept in the dwelling. No dog runs are permitted.

XV. ACCESSORY STRUCTURES

No utility building, tool shed, storage shed, lean-to or other similar structure shall be permitted; provided, however, that an exterior child's playhouse may be permitted if the floor area does not exceed sixty-four (64) square feet and if the exterior and the roof are constructed of the same material and have the same color and appearance as the residential dwelling on the same Lot and it is constructed in an attractive and workmanlike manner. The structure shall be at least twenty (20) feet away from any Lot line but in no event shall it be located within any required yard setback area.

XVI. MEASUREMENT OF SETBACKS.

The minimum setbacks as specified in this Declaration shall be measured from the Lot line from which the setback is being measured to the nearest building or structure. No buildings or structures (except for permitted fences) shall be constructed or maintained within the required minimum setback area. The definition of the terms "front yard", "side yard", "building", "structure" or other similar term relating to setbacks shall be the same as that definition contained in the City's zoning ordinance now or in the future.

XVII. SURFACE WATER

The topography of Maple Grove Place 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 for the flowage of surface water under the law 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 law. Declarant not responsible for water issues arising from improper grading after final plat approval.

The Association shall be responsible for the ongoing repair, maintenance, and replacement of the Association Responsibility Elements. The Association shall also be responsible for complying with all the inspections and reporting requirements imposed by the City.

XVIII. GARDENS

Fruit and Vegetable gardens are permitted, as long as, they are directly behind the house not to exceed 15' behind house and not allowed to be within 20' of property line. Total garden area cannot exceed 200 sq. ft. Fencing around garden area is prohibited.

XIX. SOD

All portions of a Lot not occupied by structures, walkways, driveways, or landscaping shall be sodded. The sod shall be installed prior to occupancy of the house unless weather conditions make this requirement impossible to meet. No seeding is allowed except by Declarant. All lot owners are responsible for lawn mowing, fertilization, watering and maintenance.

XX. TREES AND LANDSCAPING

A minimum of one (1) tree shall be required to be installed on each Lot. The trees shall have a minimum of 2" trunk diameter measured two (2) feet vertically from the ground level. This tree requirement shall be the responsibility of the initial and subsequent homeowners on Lots and not the responsibility of Maple Grove Place LLC. (the declarant) No trees or shrubs can be planted in detention pond areas.

The tree plantings along Waco and on Lots 1, 39, 40 through 48 are an Association Responsibility Element. The Association will maintain and/or replace the trees as necessary in the landscape buffer located on Lots 1, 39, 40 through 48 and run along Waco. The owners of lots 1, 39, 40 through 48 will be responsible for all lawn fertilizing and mowing around this area.

XXI. MAILBOXES

Neighborhood mailbox cluster units shall be installed by the Declarant according to United States Postal Service regulations. The Association will be responsible for snow removal around the mailbox cluster unit. Mailbox pads are an Association Responsibility Element.

XXII. HOMEOWNERS INSURANCE. Each Owner or Occupant shall carry homeowner's insurance covering the Improvements on its Lot for all replacement costs.

XXIII. ENFORCEMENT OF COVENANTS

A. Legal Action.

These Covenants, Conditions and Restrictions shall be deemed to run with the land to which they apply and all improvements thereon. Maple Grove Place LLC or the Owner of any Lot or portion thereof to which these Covenants, Conditions and Restrictions apply may bring an action in any court of competent jurisdiction to enforce these Covenants, Conditions and Restrictions and enjoin their violation, mandate their compliance or to recover damages for the breach thereof or for any other remedy or combination of remedies recognized at law or in equity.

B. Delays in Enforcement.

No delay or omission on the part of Maple Grove Place LLC, or any Owner of land to which this Declaration of Covenant, Conditions and Restrictions apply in exercising any rights, power or remedy herein allowed shall be construed as a waiver of acquiescence therein.

No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against Maple Grove Place LLC or any officer, employee or agent thereof on account of any action or inaction under this Declaration.

C. Conflict with Governmental Regulations.

The Property subject to this Declaration shall also be subject to any and all applicable regulations of the City of Waukee, Iowa, and any other governmental entities having jurisdiction including, but not limited to, zoning ordinances, subdivision ordinances, life safety and building codes as well as other such regulations. Whenever there is a conflict between the provisions of this Declaration of Covenants, Conditions and Restrictions and the ordinances, statutes or regulations of the City, County, State, or other applicable governmental entity having jurisdiction over the Property, that provision or requirement which is the most restrictive shall be binding unless otherwise prohibited or preempted by law.

XXIV. TERM OF COVENANTS; SEVERABILITY.

A. Duration

All of the foregoing Covenants, Conditions and Restrictions set forth in this Declaration shall continue and remain in full force and effect at all times and as to the Property, regardless of how title was acquired, from the date of filing of this Declaration until the 21 years in accordance with Iowa Code Section 614.24 and may be extended as permitted by state law. Maple Grove Place LLC is hereby designated to be a continuing attorney in fact vested with authority to file an extension of these Covenants, Conditions and Restrictions with the Dallas County Recorder.

B. Severability

In the event that any one or more of the terms or conditions of this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining Covenants, Conditions or Restrictions not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.

C. Reasonable Period of Enforcement

If any of the terms of this Declaration shall be held by a court of competent jurisdiction to be void or unenforceable by reason of the period of time herein stated for which the Declaration may be effective or amount of any penalty imposed, such terms or penalty shall be reduced to a reasonable period of time or amount which shall not violate the rule against perpetuities as set forth in the laws of the State of Iowa or other applicable law, all as determined by the court.

D. Amendments

So long as Maple Grove Place LLC owns any Lot or Lots within the Property, including an interest as a contract vendor, it shall have the absolute right to make any amendments to this Declaration without consent of any other Owner. Any titleholder or mortgage holder that takes its interest in Lots subject to Maple Grove Place LLC rights herein stated. If any changes should conflict with the City of Waukeel ordinances or codes, they must be approved by the City of Waukeel.

After twelve (12) months following the date, on which the Declarant has sold all the Lots, the owners of each lot may seek an exception by following the rules set forth below.

Request amendment or modification to all Lot Owners and receive approval of the Owners. Said approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owners 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. If these changes should conflict with any City of Waukeel ordinances or codes, they must be approved by the City of Waukeel.

XXV. EROSION CONTROL

- A. The owner and/or person in possession of each Lot, whether vacant or improved, their agents, assigns, heirs, and/or building contractors shall take all necessary precautions to prevent, stabilize, and/or control erosion on their Lot and the Property, to prevent sediment migration and soil erosion from extending beyond the boundaries of their Lot and the Property, and, in the event it occurs, to promptly clean up all eroded sediment and to restore all affected areas to their original condition.
- B. The owner and/or person in possession of each Lot, whether vacant or improved, shall at closing of any sale or conveyance of a Lot execute an agreement complying with all applicable Federal, State, and local erosion control regulations, laws and ordinances and permits which pertain to the Property including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No.2 ("the Permit")
- C. If Maple Grove Place LLC or any Lot or Lot Owner is cited for an alleged violation of any erosion control regulations, laws or ordinance provision, which occurs after closing of any sale or conveyance of a Lot by any jurisdictional authority for a condition on or from the Property, the Owner shall indemnify and hold Maple Grove Place LLC harmless from any and all claims, damages, fines, attorney fees, assessments, levies and/or costs incurred by Maple Grove Place LLC related to the citation.
- D. The Association and each Owner/Occupant of a Lot shall comply with the City's Post Construction Storm Water Ordinance.

XXVI. TOPSOIL

All purchasers of lots will be responsible to supply any topsoil needed to use in building process. Maple Grove Place LLC will not provide any topsoil

XXVII. OWNERS ASSOCIATION

Maple Grove Place Owners Association ("Association") has been established to maintain the detention ponds, maintenance as per Stormwater Management Facilities Maintenance Agreement as is required by the City. Detention pond (Outlot X) perimeter will be seeded by Developer and maintenance will be the responsibility of the Maple Grove Place Owners Association. The Association and each Owner/Occupant of a Lot shall comply with the City's Post Construction Storm Water Ordinance. All maintenance of the private streets (Outlot Y), the mailbox pads, the landscape plantings along Waco. Any and all maintenance of the streetlights, including, but not limited, the utility charges associated with the streetlights. Maintenance of private sanitary sewer, storm sewer, and water lines located within the Maple Grove Place common area.

The Association through its Board, shall have the right, power and authority to:

- A. Provide for the enforcement of this Declaration
- B. Provide for any operation, maintenance, repair, reconstruction, restoration, replacement, or improvement of the Declarant Improvements or any Improvements hereafter made by the Association of common property.
- C. Make additional common improvements for the benefit of the Development.
- D. Hire accountants, contractors, lawyers, managers, employees, and such other persons as necessary or desirable to carry out its duties.
- E. Purchase such insurance as may be reasonable, including, but not limited to, general liability insurance or property and casualty insurance.
- F. Levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided. The Association shall have a lien for unpaid amounts and any charges against all Lots until paid.
- G. Enter into contracts as may be necessary or desirable to carry out the provisions of this Declaration.
- H. Establish rules and regulations for the use of the Association property and easement areas which are established for the benefit of the members of the Association, which may include remedies and the imposition of reasonable fines for the violation of such rules and regulations.

VOTING RIGHTS

The Association shall have one class of voting members. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote attributable to 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 one Lot.

- A. The Board of the Association may suspend the voting rights of a member for any period during which any assessment against the Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its established rules and regulations.
- B. Each Owner, by acceptance of a deed or other conveyance of a Lot, consents and agrees to the dilution of his/her voting interest in the Association by virtue of the submission from time to time of additional property to the terms of this Declaration as may be provided herein.
- C. Notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing Maple Grove Place, the Declarant shall be the only member with voting rights as to the Association until such time as Declarant no longer owns any Lot primarily for the purpose of sale or until Declarant waives this right to be the Association's sole voting member, whichever first occurs. So long as Declarant is the sole voting member, Declarant shall have the right to appoint or remove any member or members of the Board and any officer or officers of the Association. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant such authority to be the sole voting member and to appoint and remove directors and officers of the Association as provided by this section.
- D. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions hereof, such right shall pass to the Owners, including Declarant if Declarant then owns one or more Lots, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board that shall undertake the responsibilities of the Board, and Declarant shall deliver all books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession.
- E. The voting rights are further specified in the Bylaws of the Association

COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of Lien and Personal Obligation. Declarant hereby covenants, and each Owner 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 monthly assessments or charges, special assessments for capital improvements and operating deficits, and special assessments as provided in this Declaration. The assessments levied by the Association and any other charges against the Owner set forth elsewhere in this Declaration, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot of such Owner and shall be a continuing lien upon such Lot senior to all liens except the first mortgage of record and any special assessments levied by the City. Such 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 or charge fell due. The personal obligation for delinquent assessment or charge shall not pass to said Owner's successor in title unless expressly assumed by them.

Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of carrying out the general duties and powers of the Association, including, but not limited operation, maintenance, repair, reconstruction, restoration, replacement, or alteration of the Declarant improvements to the Development or the Improvements hereafter construction by the Association as provided in this Declaration, insurance coverage of the Association and its property, any legal or other costs of enforcement of this Declaration, and for such reasonable reserves as the Board deems necessary. In making such assessments, the amount to be levied shall be equal to and limited to the actual cost to the Association of providing those functions and services set forth in this Declaration.

Rate of Assessment. The assessments levied on and against Lots within the Development and the Owners thereof, shall be a share of the total amount of each assessment prorated equally among such Lots within the Development and the Owners thereof as of the beginning of the period for which such assessment applies.

Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly 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 or replacement of a capital improvement that the Association is required to maintain or for operating deficits that the Association may from time to time incur.

Commencement of Assessments. The monthly assessments provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance to an Owner of a Lot with a completed home constructed thereon and for which a certificate of occupancy has been issued. Lots owned by the Declarant that do not have completed homes constructed thereon and for which certificates of occupancy have not been issued, shall be exempt from assessments. The due dates for all assessments shall be established by the Board. 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.

Attorneys' Fees. In the event, in the reasonable opinion of the Board or Declarant, it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration, including, but not limited to, the costs of obtaining and/or continuing an abstract of title to the Lot in question, the costs of any contemplated or actual legal proceedings, and the costs of preparation and presentation of any evidence shall be the obligation of the Owner of the Lot that is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration; however, such Owner shall not be obligated for any such attorney's fees and costs incurred by such Declarant or the Association if the Owner offers to settle the matter for an amount equal to or greater than that finally approved by a court of competent jurisdiction and/or by taking or forbearing from the requested action, as appropriate. If such costs and attorneys' fees are not paid within ten (10) days from the date of written notice thereof by the Board or Declarant to the Owner of such Lot, said fee and costs shall thereupon constitute a lien against the property in question, the same as the lien for the general assessment pursuant to the provisions Article XXVI hereof of and all interest and remedies applicable to such lien shall apply thereto.

XXVIII. Restriction on Rental. In order to protect the integrity of this development and to ensure that those persons residing therein have similar interests in their Lots, no Lot and no portion of any Unit shall be leased or rented to any person for a period of time less than one (1) year, and no lease or rental agreement to any such tenants or lessees shall be extended or renewed for a shorter period of time. All leases shall be in writing with a copy thereof provided to the Owners' Association prior to the date of possession. All leases shall not relieve the Owner of the Unit from liabilities and responsibilities to the Association and other Owners as set forth in the Declaration or imposed under the laws of the State of Iowa.

XXIV. CAPTIONS. The captions of the Articles, Sections and Subsections of this Declaration are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

XXX. THE DECLARANT AND EACH OWNER, BY ACCEPTANCE OF A DEED TO OR OTHER CONVEYANCE OF A LOT WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER ARISING OUT OF THIS DECLARATION.

Maple Grove Place LLC

By




Willis Van Zee, Manager

STATE OF IOWA)
COUNTY OF ~~DALLAS~~)

~~Polk~~

On this 7th day of June, 2022, before me, personally appeared Willis Van Zee, Manager of Maple Grove Place LLC, an Iowa Limited Liability Company



Notary Public in and for the State of Iowa

