

AMENDMENT TO AND RESTATEMENT OF DECLARATION OF COVENANTS FOR THE  
WOODLANDS NO. 1

**Recorder's Cover Sheet**

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**Return Document To:**

Preparer (See above.)

**Grantor:**

The Woodlands Association No. 1

**Grantees:**

To Whom It May Concern

**Legal Description:** See Page 3.

**Document or instrument number of previously recorded documents:** Book 6147, Page 607; Book 7091, Page 403; Instrument No. 066494

**NOTE: This cover page is provided for informational purposes only.**

AMENDMENT TO AND RESTATEMENT OF DECLARATION OF  
COVENANTS FOR THE WOODLANDS NO. 1

This Amendment to and Restatement of Declaration is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the Association under the Declaration, as amended, and referred to below.

WHEREAS, Declarant (as defined in the Declaration) executed the Master Declaration of Covenants for The Woodlands No. 1 on September 7, 1989, and filed the same on September 13, 1989, in Book 6147 at Page 607 of the Polk County, Iowa, records (the "Master Declaration"); and

WHEREAS, Declarant executed the First Amendment to the Master Declaration of Covenants for The Woodlands No. 1 on September 1, 1994, and filed the same on September 26, 1994, at Book 7091 at Page 403 of the Polk County, Iowa, records (the "First Amendment to the Master Declaration"); and

WHEREAS, the Association executed the Second Amendment to Master Declaration of Covenants for the The Woodlands No. 1 on April 1, 1997, and filed the same on April 3, 1997 as Instrument # 066494 of the Polk County, Iowa, records (the "Second Amendment to the Master Declaration" and together with the Master Declaration, the First Amendment to Master Declaration, and any other amendments collectively referred to as the "Declaration")

WHEREAS, the Master Declaration pertains to certain Properties as defined therein and described in: Exhibits A and B thereto, and pursuant to the First Amendment to the Master Declaration, the Declarant has made additional real estate subject to the Master Declaration; and

WHEREAS, all of the real estate subject to the Declaration is set forth on Exhibit A attached hereto.

WHEREAS, the Declaration provides that it may be amended upon approval by a two thirds majority of the then outstanding votes of the Association, subject to the written approval by the City of Clive, Iowa; and

WHEREAS, the City of Clive, Iowa, has approved this Amendment by Resolution of the City Council passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2014; and

WHEREAS, the Association, acting by and through its Board of Directors and members, has determined to amend the Declaration as set forth herein.

NOW, THEREFORE, in consideration of the premises, the Association hereby amends and Restates the Declaration as follows:

## ARTICLE I

### DEFINITIONS

#### Section 1. Definitions.

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

- (a) The term "The Woodlands" shall mean and refer to the real property located in the residential subdivisions platted as The Woodlands Plat No. 1, The Woodlands Plat No. 2, The Woodlands Plat No.3 and The Woodlands Plat No.4, Official Plats, now included in and forming a part of the City of Clive, Iowa, which includes all of the real estate set forth in Exhibit A.
- (b) The term "Lot" or "lot" shall mean and refer to any individual parcel of land which is described as a lot upon any of the recorded plats of The Woodlands as defined at paragraph 1 above.
- (c) The term "Building Plot" or "building plot" shall mean and refer to one or more platted Lots, or one Lot and a portion or portions of adjacent Lots, or portions of Lots adjacent to each other of such total dimensions as to meet the building requirements or these covenants and restrictions.
- (d) Owner shall mean and refer to the record holder or holders of the fee simple title or the actual holder or holders of said fee simple title if different than the record holder or holders or the holder or holders of the vendee's interest in a contract of sale to any lot or building plots.
- (e) Outbuilding shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.
- (f) All other capitalized terms herein shall have the meanings ascribed to them in the Declaration, unless provided for otherwise herein.

## ARTICLE II

### COMMON AREAS

Section 1. Common Areas. The Common Areas shall consist of real property legally described as set forth in Article II, Section 1. Common Areas of the Master Declaration and legally described as set forth on Exhibit A to the Maintenance Covenant (defined below) both of which are re-affirmed and incorporated herein by this reference, together with any improvements thereon and

subject to any and all utilities, easements, and restrictions. The Common Areas shall also consist of the entrance wall, lighting and landscaping on said easement areas described above and the landscaping, flowers, shrubs, bushes, trees and lighting and sprinkler systems within the public street and public street right of way and known as Woodlands Parkway and Lakeshore Drive and easements located within The Woodlands plats in Clive, Iowa, and limestone mail box clusters and limestone street pillars and signs located within the public right of way of various streets at locations within said plats, all as shown by the site plan and construction drawings for said plats, together with such additional common areas conveyed by Declarant to the Association from time to time. The Common Areas shall also include Common Facilities, additional common areas conveyed by Declarant to the Association from time to time. Common Areas shall also include Common Facilities including those located on property not owned by the Association. As used in his Declaration, the term Common Areas shall include and refer to Common Facilities and the term Common Facilities shall include and refer to Common Areas.

Section 2. Obligations of the Association. The Association shall be the owner of the Common Areas, and subject to the rights of the Owners, shall be responsible for the management and control of the Common Areas conveyed to it and all improvements thereon, and shall keep the same in good, safe, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management. The Association's obligations shall include the maintenance, repair, reconstruction and replacement of the entrance way, entrance wall, lighting, landscaping within Woodlands Parkway and Lakeshore Drive, sprinkler, limestone pillars and street signs and limestone mail box clusters located in the common areas and all common facilities. The Association's obligations under this Section are for the exclusive benefit of the Owners and the City.

Section 3. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas subject to the terms of this Declaration (and subject to any reasonable and nondiscriminatory rules and regulations which may be enacted by the Association) which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights of the Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations; and
- (b) the right of the Association, subject to City approval, to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and such conditions as may be agreed to by the Members; provided no such dedication or transfer shall be effective unless an approval of such dedication or transfer has been obtained from 2/3rds of the votes of members entitled to vote at a regular or special meeting of the Association; and

(c) the right and obligation of the Association to maintain underground utilities located within the Properties; and

(d) the right of the Association, its successors and assigns to designate, establish, grant, dedicate, install and/or maintain utility and drainage easements within the Common Areas; and

(e) the right of the Association to provide in the Common Areas, landscaping, outdoor furniture and recreational equipment, signs, decorative structures and necessary appurtenant utilities consistent with the ordinances of the City; and

(f) the Rules and Regulations promulgated and published by the Association's Board of Directors, the Articles of Incorporation and Bylaws, and those accompanying this Declaration; and

(g) the right of the Association, subject to the reasonable consent of the City, to mortgage any or all of the common Areas with the assent of two-thirds (2/3) of the votes of the members entitled to vote.

Section 4. Title to Common Areas. Title to the Common Areas shall be in the Association.

Section 5. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the association, the right to enjoy the Common Areas to family members, tenant or contract purchasers who reside on the property and to no one else.

Section 6. Use of the Common Areas. The common Areas shall be used strictly in accordance with the provisions of the Declaration and rules and regulations promulgated by the Association. No Owner shall obstruct or interfere whatever with the rights and privileges of other Owners or the Association in the Common Areas, and nothing shall be planted, altered, constructed upon, or removed from the Common Areas, except by prior written consent of the Association. If an Owner violates this section, the Association shall have the right to restore the Common Areas to the prior condition and charge and assess the cost thereof against the Owner who violates this section and such cost shall become a special assessment and a lien upon the Lot of such Owner and shall become due and payable upon demand. The Association shall have the same rights and powers to collect the cost of such restoration as provided for herein for the collection of delinquent assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Areas, the Association or the offended Owner may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorneys' fees as the Court may allow together with all necessary costs and disbursements incurred in connection therewith.

Section 7. Duration. The ownership of the Common Areas and the Common Areas shall not be changed and shall continue in perpetuity except by approval of 2/3 of the membership entitled to vote and the prior written approval of the City.

Section 8. Dissolution. The Association shall not be dissolved, liquidated or its corporate existence terminated except upon the prior written approval of the City.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The owner or owners of the Properties or any subdivision thereof shall be members of the Association. Membership shall be appurtenant to the ownership of the real property and shall be indivisible from such ownership.

Section 2. Voting Rights. Each member of the Association shall have a right to vote concerning the affairs of the Association. Each Lot shall be entitled to one (1) vote per Lot.

Section 3. Board of Directors. The Owners entitled to vote shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

Section 4. Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment against his or her Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any portion of the Properties by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements and operating deficits; and (3) special assessments as provided for herein. Such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The lien for the assessments shall be prior to all other liens on the property, except only tax liens on the Lot in favor of any assessing unit and special district, and all sums unpaid on a first mortgage of record. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also

be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas and Common Facilities and for other purposes specifically provided herein, including but not limited to, payment of legal liabilities or obligations of the Association and all fees, costs, expenses, and attorney fees in connection therewith.

Section 3. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly assessments authorized above, the Association shall levy a special assessment if necessary to finance or perform any of its stated obligations and responsibilities under this Declaration. Further, the Association may levy a special assessment in addition to the monthly assessments for the purpose of defraying, in whole or in part, the cost of any construction of a capital improvement not required of the Association under this Declaration or other discretionary expenditure, provided that any such assessment shall have the assent of a majority of the votes of members entitled to vote, in person or by proxy, at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized under this Section 3 shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast fifty percent (50%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 4. Rate of Assessment. Monthly and special assessments provided for in this Declaration shall be fixed in accordance with this Section. Each Lot, Outlot or portion thereof and the Owner(s) of each Lot, Outlot or portion thereof, shall be liable for their share of the total budget upon which any monthly or special assessment is based. The share appurtenant to each Lot, Outlot or a portion thereof shall be the percentage that was allocated to each Lot, Outlot, or a portion thereof by the Declarant or the Association pursuant to the Declaration as set forth in the Association's books and records. Each owner shall be responsible for their allocated share of the overall monthly or special assessment.

Section 5. Due Dates of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall be due as to each property on the first day of each month. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Directors shall deem appropriate shall be sent to

every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. 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 property have been paid. A property executed certificate from the Association regarding the status of assessments on property shall be binding upon the Association as of the date of its issuance.

Section 6. 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 provide for foreclosure of a mortgage, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the petition in such action, including reasonable attorney fees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 7. Subordination of Assessments Liens. If any property subject to a lien created by any provision in this Declaration shall be subject to the lien of a first Mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Mortgage; and (ii) the foreclosure of the lien of such Mortgage or the acceptance of a deed in lieu of the foreclosure by the Mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure. All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure of the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting owner personally.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein:



(a) All property which is dedicated to and accepted by a public authority; and

(b) All Common Areas: no other land or improvements located within the Properties shall be exempt from said assessments, charges or liens.

## ARTICLE V

### MAINTENANCE AND MANAGEMENT

Section 1. Maintenance of Common Areas and Common Facilities. The Association shall perform the following maintenance tasks:

(a) maintain, repair, reconstruct and replace the Common Areas and Common Facilities, and all improvements thereon, specifically the entrance way, the entrance wall and lighting and the landscaping and sprinklers within the streets and boulevards known as Woodlands Parkway and Lakeshore Drive and Easements and Common Areas, the limestone street pillars and signs and the limestone mail box clusters. The Association shall arrange for periodic inspections and for the maintenance, repair and reconstruction of said items.

(b) maintain all common areas and common facilities, including mowing and weed control.

(c) such other reasonable and necessary maintenance, repair, reconstruction and replacement duties as are necessary and desirable to preserve the high quality of the Properties, Common Areas and Common Facilities.

Section 2. Other Maintenance Responsibilities. The Association, in addition to the maintenance of the Common Areas and Common Facilities described in Section 1 above shall be responsible for and perform all maintenance, repair, reconstruction and replacement of any and all Common Areas and Common Facilities, including but no limited to the following maintenance tasks:

(a) In the event that any further boulevards are constructed on streets which have been or are intended to be dedicated to City, the Association will be responsible for the repair, maintenance and replacement of the boulevard landscaping, even though the same shall have been dedicated to the City. Such repair, maintenance and replacement of the boulevard landscaping shall be in accordance with the site plan approved by the City allowing the construction of such boulevards.

(b) In the event that limestone pillars and street signs and limestone mail box clusters are installed, the Association shall maintain, repair and replace such limestone pillars, street signs and limestone mail box clusters.

Section 3. Financial Responsibility. The Association, through its Board of Directors, shall use its best efforts to obtain general liability insurance covering the Common Areas and Common Facilities for the benefit of and on behalf of itself, its members and any such insurance, if obtained, shall name the City of Clive as an additional insured for liability purposes. Any such insurance obtained shall be in an amount and in form reasonably calculated to protect the named insureds from liability with respect to any and all claims, demands and the like arising out of or connected with the ownership, operation or existence of the Common Areas.

Section 4. Right of City. The City, upon 30 days' written notice (except in case of emergency), shall have the right to require the Association to perform any and all of its maintenance, repair, reconstruction and replacement and management responsibilities with respect to the entrance way, entrance wall, lighting, landscaping within Woodlands Parkway and Lakeshore Drive, sprinklers, limestone pillars and street signs and limestone mail box clusters, and other common areas and common facilities in accordance with this Declaration, the terms of approval of the site plan and construction drawings, any conditions and covenants in connection with the platting of any portion of the Properties and its ordinances, and the City shall have the right to require the Association to enforce any and all rules and regulations adopted by the Association concerning the use maintenance and operation of the common areas and common facilities.

Section 5. Responsibility for Willful or Negligent Act. In the event the need for maintenance or repair to the Common Areas, Common Facilities or improvements located thereon is caused through the willful or negligent act of an Owner, his or her family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the monthly assessments to which such Lot is subject.

## ARTICLE VI EASEMENTS AND ENCROACHMENTS

Section 1. Easement Maintenance. The Association reserves and retains a nonexclusive easement over the Common Areas and the areas where the common facilities are located for the sole benefit of the Association in performance of its maintenance obligation under the Declaration. This easement shall not be for the benefit of the members or the public at large.

## ARTICLE VII COVENANTS WITH THE CITY

Section 1. Right of Public Access. Officers, employees or contracted agents of the City shall have the right and authority to enter upon the Common Areas and easements reserved or granted for the benefit of the Association for the administration of general public services including Emergency Fire Protection,

Law Enforcement and administration of the Water Works Rules and Regulations and any applicable agreements for providing water service.

Section 2. Indemnification and Hold Harmless of the City. The Association, its successors or assigns, agree to defend, indemnify, protect and save harmless the City and its political subdivisions, including any of its elected officials, officers, employees or agents, from and against judgments, awards, claims or expenses or other things whatsoever, including attorney fees, costs or disbursements, arising out of or in connection with any act or act of negligence, causes omissions, fault, misconduct, claims, damages, suits or other actions developed, brought or asserted by any person, firm, corporation, entity or estate, against the said City by reason of, in connection with, related to or growing out of, directly or indirectly, the duties and responsibilities which are imposed upon the Owners or the Association, its successors and assigns, with respect to its duties obligations under the Declaration, or related to or growing out of, directly or indirectly, the ownership, maintaining, cleaning out, grading, repairing, construction, or reconstruction of the common areas, or any part thereof, or related to or growing out of, directly or indirectly, the existence of this Declaration and the purposes for which this Declaration is executed or the approval of this Declaration.

Association, its successors and assigns, including all subsequent owners in the Properties, hereby covenant not to sue, demand or claim any damages or other remedies against the City, its political subdivisions and its elected officials, officers, employees or agents by reason of, in connection with, related to or growing out of, directly or indirectly, the failure of the City to exercise any rights afforded to it under this Declaration, the approval of this Declaration, the approval of the site plan and construction drawings and improvements on common areas or approval of common facilities, the issuance of a building permit for such purposes, any inspections performed relating to said permit or permits or any certification issued indicating compliance with any City ordinance regulating the issuance of said building permit or approvals.

Section 3. Liability of City. Neither the Owners or Association nor any other person or other entity shall place any reliance upon the approval of this Declaration by the City, the approval of the site plan and construction drawings for the related improvements on the common areas or approval of common facilities, the issuance of a building permit for such purposes, any inspections performed relating to said permit or any certification issued indicating the safety or quality of construction of any improvements located on the common areas, common facilities or within the Properties. Neither the issuance of, nor any inspections or certification made relating to the building permit or relating to any City ordinance or approval, including the approval of the Declaration, shall constitute an assumption by the City, or any elected officials, officers, agents or employees thereof, of any duty or responsibility of any person or entity to adequately construct, reconstruct, repair and maintain the common areas, common facilities and improvements located thereon or provide a safe premises or to, in any way, indicate a decrease in the risk associated with the use or existence of the improvements located on the common areas. A certification that the common areas or common facilities have been inspected pursuant to any City ordinance

regulating the same shall not, in any way, constitute a representation, covenant, warranty or guaranty of the safety or quality of said improvements by the City, or any elected officials, officers, agents or employees thereof. The Association, its successors and assigns, hereby expressly release and discharge, and agreed to hold harmless, defend and indemnify, the City, its elected officials, officers, agents and employees, from any and all duties, responsibilities, obligations, claims, demands, causes of action or liabilities arising out of or in any way related to the issuance of a building permit or any inspection performed or certification issued in connection with the building permit and approval of the improvements located on the common areas, common facilities and the approval of this Declaration.

Section 4. Amendment. This Article shall not be amended without prior written approval of the City.

## ARTICLE VIII GENERAL PROVISIONS

Section 1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, the Association, the persons in ownership from time to time of the Lots and all parties claiming under them, shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Iowa law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 2. Amendment. This Declaration may be amended or changed, unless otherwise provided herein at any time by an instrument recorded in the Office of the Recorder of Polk County, Iowa, certified by the President and Secretary of the Association that the same has been approved by a 2/3rds majority of the then outstanding votes. Likewise, the covenants with and rights of the City herein shall not be amended without the prior approval of the City. This Declaration may be amended at any time in the manner provided for herein, including, without limitation, prior to expiration of any stated duration or term. Any such amendment shall be effective upon recording in the Polk County Recorder's Office.

NOTWITHSTANDING ANY PROVISION OF THIS DECLARATION  
TO THE CONTRARY, NO AMENDMENT TO THIS DECLARATION SHALL  
BE EFFECTIVE, UNLESS AND UNTIL THE CITY HAS GIVEN ITS PRIOR  
WRITTEN APPROVAL TO SUCH AMENDMENT.

Section 3. Third Party Beneficiary. City is hereby declared to be a third party beneficiary of the provisions of this Declaration. As such, City has no duty or obligation to exercise its rights to enforce or perform any obligations reserved to it under the provisions of this Declaration. The rights of the City provided for

in this Declaration shall be exercised by the City at its sole option and discretion. Whenever the approval of the City is required under this Declaration, the same shall not be unreasonably withheld or delayed.

Section 4. Binding Effect. This Declaration shall run with the land and shall be binding upon all parties claiming under them. Invalidation of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions hereof, but the same shall remain in full force and effect.

## ARTICLE IX

Section 1. Lots Subject to These Protective Covenants, Restrictions and Easements. All Lots (except Lots dedicated to the City of Clive for use as public streets, parks or pedestrian walks) in The Woodlands and described on Exhibit A shall be subject to these protective, covenants, restrictions and easements to the extent stated herein.

Section 2. Designation of Use. All lots (except Lots dedicated to the City of Clive for use as public streets, parks or pedestrian walks) in The Woodlands and described on Exhibit A shall not be improved, used or occupied for other than private residential purposes. No full or part time business activity may be constructed or maintained on any lots in The Woodlands Plat 1 except model homes during the construction period.

Section 3. Building Types and Materials:

- (a) No building or structure shall be constructed, altered or maintained on any Building Plot other than one single family dwelling with no less than a two-car attached or double basement garage.
- (b) No Factory-Built structure of closed construction nor any Factory-Built structure of open construction assembled away from the building site shall be hereafter built on any Lot in this tract.
- (c) The total area of the front elevation of any residence and garage located on any Lot shall be finished with a minimum of 25 percent brick or stone or, as an alternative, no brick or stone is required if all sides of the house and garage are finished with horizontal lapped siding with a maximum width of six inches (6").
- (d) No exposed tile foundations shall be permitted and all exposed exterior concrete or concrete block wall material shall be painted or veneered.
- (e) All buildings must have a roof of cedar wood shingles or cedar wood shakes or tile; provided, however, if the design of the dwelling is such that cedar wood shingles or cedar wood shakes or tile are not appropriate (i.e., flat roof), a

waiver of this standard may be granted in writing by the Grantor; but in no event shall asphalt or fiber glass shingles be permitted on any lot.

Section 4. Building Area. No dwelling shall be constructed or permitted to remain upon any Building Plot in this subdivision unless it meets the following ground floor area requirements:

- (a) One story dwellings must have a ground floor finished area of not less than 2,600 square feet.
- (b) One and one-half story dwellings must have 2,400 square feet of finished area on the first floor.
- (c) Two story dwellings must have a total on the main floor and second floor of not less than 3,400 square feet.
- (d) Split entry dwellings must have a finished upper level of not less than 2,400 square feet.
- (e) Split level dwellings must have a finished area directly under roof (with only attic space above) of not less than 2,600 square feet.
- (f) No building shall be erected on any Lot unless the design and location is in harmony with existing structure in the tract. The building must not conflict with other buildings in the tract through improper orientation, setbacks, landscaping and screening, grading, traffic circulation, or architectural incompatibility

All buildings must maintain regard for open view from the street side of any existing buildings on adjoining Lots. The building must conform in design, architecture, and aesthetic appearance to the majority of existing buildings in the tract.

- (g) In the computation of ground floor area, the same shall not include any porches, breezeways or attached or built-in garages.
- (h) No private dwelling house permitted above nor any other structure shall be erected on any Lot until the plans and specifications therefore have been submitted to and approved in writing by the Board of Directors of the Association as to outward appearance, color and design and location on the Lot; provided, however, if said Board of Directors fails to approve or disapprove such plans and specifications within 15 days after the same have been submitted, then such approval shall not be required.

Section 5. Building Setback. The front yard setback shall be a minimum of 35' but this is to only permit flexibility for the siting of the home with regard to saving existing trees, but setbacks of 50' are recommended.

Section 6. Driveways. No building or structure shall be constructed, altered or maintained on any building plot unless it has a driveway from a street running to the dwelling, which must be of sufficient area to park at least two cars entirely off the street. All driveways shall be constructed of concrete or asphalt.

Section 7. Temporary Structure or Equipment and Recreational Vehicles. No building or structure of a temporary character and no trailer, basement, tent, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any Building Plot, either temporarily or permanently.

No recreational vehicle or boat shall be parked so that such vehicle or boat is visible from the street for a period of time longer than one week.

Section 8. Signs. No sign of any kind and description shall be placed, exposed to view or permitted to remain on any Lot, or any street adjacent thereto, except street markers, traffic signs, and other government units, and signs not exceeding one hundred square inches (100") in area upon which there shall be exhibited the street number or name, or both, of the resident. In the event that any sign other than those described above shall be placed or exposed to view on any of the Lots restricted hereby, the officers or agents of the Association are hereby given the right to enter upon such a Lot and remove such signs. Real estate signs by the builder-developer will be permitted until such development is completed. Signs, not exceeding eight square feet in size, shall be permitted to show property for sale or rent.

Section 9. Utilities. All utility connection facilities and services shall be underground. No individual water supply system or individual sewage disposal system shall be permitted on any building plot.

Section 10. Towers. No exterior towers or antenna of any kind shall be constructed, modified, or permitted on the ground of any building plot. Television or radio, antennae are permitted on dwellings or garages, provided they do not exceed the height which is necessary to obtain reasonably good reception from radio and TV towers located within a 35-mile radius, and are properly screened so as not to be visible from public streets.

Section 11. Nuisances. No noxious or offensive activity or odors shall be permitted on or to escape from any building plot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.

Section 12. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building plot hereby restricted, except for dogs, cats and other common household pets and those owners keeping dogs, cats or other common household pets and those owners keeping dogs, cats or other

common household pets on any building plot shall, in all respects, and at all times, comply with the laws of the State of Iowa and the ordinances of the County of Polk and City of Clive, Iowa, with respect thereto.

Section 13. Easements. Easements for installation and maintenance of public utilities, sanitary sewer, storm sewers, overland flowage, sidewalks, and water mains as shown- on any of the Official Plats of The Woodlands are hereby reserved. The owner or occupant of a building plot shall, at his own expense, keep and preserve that portion of any sidewalk located on a sidewalk easement within his property in good repair and condition at all times, and shall neither erect nor permit erection of any building structure or fences of any kind, nor permit any growth of any kind which might interfere in any way with the use and maintenance of said telephone and electric services and said storm sewer, overland flowage, sanitary sewer and water main services and usage of said sidewalks. The City of Clive, Iowa, shall at all times have reasonable access to all lots for fire and police protection.

Section 14. Fences. No chain link fences shall be permitted. No fences over three feet (3') in height will be permitted within the front thirty feet (30') of any building lot. No fence will be permitted within two feet (2') of the front line of any building lot.

Section 15. Weed Control and Debris. The owner of any lot or lots or parts of any lot, whether vacant or improved, shall have an affirmative duty to keep the same free of debris including, but not limited to, that related to periodic trimming and keep the grass or other growth thereon neatly cut and trimmed at all times.

Upon complaint by any owner of any Lot or upon its own, the Association shall have the right to demand compliance with the provisions of this Article, and, if the debris is not removed, and/or the growth neatly cut and trimmed within fifteen (15) days after mailing notice to do so, by certified mail, to the last known address of said owner, then the Association, or its successor in interest, may go upon said premises and remove debris and/or cut and trim the growth thereon and the owner shall be liable to the Association, or its successor in interest, for the cost thereof. Any unpaid amounts for such costs shall be treated as set forth in Article IV.

Notice is hereby given that any tenant or party in possession under any kind of lease or other agreement or arrangement with the owner as defined in Article I hereof, shall take possession of any building plot or lot or lots or Part thereof subject to all of the terms and conditions of this Article and shall be responsible for the compliance therewith and subject to the same penalties as the owner. Nothing herein, however, shall relieve the owner from the duty to comply with the terms of this Article or from the penalties which may be invoked under the terms of this Article.

Section 16. Accessory Structures. Any dog run, trash receptacle, tool shed, or other out structures of like nature, shall be of substantial construction and shall be properly screened by reasonable shrubbery or decorative fence or both. No metal buildings shall be permitted.



Section 17. Shingles. To assure aesthetic harmony and to protect property values, roofing materials other than traditional cedar wood shakes or shingles must be approved by the Association Board. Before installing any roofing materials other than traditional cedar wood shakes or shingles on a home within the Woodlands, a Member shall first obtain written approval of the Board. The Board may approve or disapprove such other roofing materials in its sole discretion

A request for approval shall be accompanied by a sample of the materials to be used, along with any other information reasonably requested by the Board.

The roofing materials proposed may be required by the Board to meet or exceed the cedar wood shake or shingle standard for quality and weathered appearance, for example, an industrial polymer composite material shaped like cedar wood shakes and shingles and a stone-coated metal material resembling a cedar shake.

The Board may apply the following color standards recognized by building material experts that defines or describes the range of colors displayed by the existing roofs of Woodlands and may apply these standards while considering a request for approval:

- (a) DaVinci Roof Scapes [www.davinciroofscapes.com](http://www.davinciroofscapes.com) industrial polymer composite roofing material color identified as Weathered Gray.
- (b) The Tamko Building Products Company [www.tamko.com](http://www.tamko.com) industrial polymer composite roofing material color identified as Weathered Wood.
- (c) EcoStar [www.premiumroofs.com](http://www.premiumroofs.com) industrial polymer composite roofing material color identified as Midnight Gray.
- (d) Metro Roof Products [www.metroroofs.com](http://www.metroroofs.com) stone-coated metal color identified as Weathered Timber.

A response to the request will be made in a timely manner and shall be approved or rejected within forty-five (45) days of receipt of the request.

The approval or rejection of the request for alternative roofing materials shall take into account the value of maintaining the established, consistent, highly valued appearance of homes within the Woodlands. In rendering its decision, the Board may consider any factors or information it deems relevant to the decision consistent with the intention to protect or enhance the value of all homes within the Woodlands. Notwithstanding the foregoing, no asphalt or fiberglass shingles shall be permitted.

Any required governmental permits must be obtained before applying roofing materials to any buildings within the Woodlands.

Section 18. Enforcement. If any person or entity shall violate or attempt to violate any of the covenants, conditions or restrictions contained in this document, it

shall be lawful for the Association, or any owners owning Lots or parts thereof in The Woodlands, to bring an action at law or in equity to enforce these covenants and to restrain any person from violating or attempting to violate any of these covenants or restrictions and for such other relief as may be permitted by law, but not limited to, injunctive relief and damages.

Section 19. Severability. Invalidation of any of these covenants, conditions or restrictions by judgment or court order shall in no way affect any of the other covenants, conditions or restrictions contained herein which shall remain in full force and effect.

Section 20. Conflicts. In the event that any of the lots or building plots or properties covered by these covenants shall also be subject to city building restrictions or other restrictive covenants, the owner shall comply with the most restrictive covenants and restrictions applicable to such lots or properties.

Section 21. Effective Date. These covenants shall be effective immediately upon their adoption by the Association.

#### ARTICLE X ADDITIONAL LAND

Notwithstanding any other provisions of this Declaration, no additional properties, whether real or personal, and no additional Common Areas or Common Facilities shall be transferred or conveyed to the Association and no maintenance or care duties or obligations not presently performed by the Association shall be assumed by the Association without the prior written consent of two-thirds (2/3) of the owners of all lots within The Woodlands.

#### ARTICLE XI MAINTENANCE COVENANTS

The Association hereby reaffirms the Maintenance Covenants set forth in that one certain Maintenance Covenants for Common Area Entrance Way and Common Areas and Facilities recorded in Book 6147, Page 632 (the "Maintenance Covenant"), and agrees to continue to be bound by the same as if fully set forth herein.

#### ARTICLE XII DURATION

The covenants, restrictions and provisions of this Declaration shall be deemed covenants running with the land and shall remain in full force and effect until termination or amendment. The use restrictions set forth in Article IX shall terminate on the day that is twenty-one (21) years from the date of recording of this Amendment unless extended.

Any extension may include extension by filing of a verified claim pursuant to Iowa Code Section 614.24 as may be amended from time to time. All other provisions of this Declaration shall be perpetual.

CERTIFICATION OF ASSOCIATION

The undersigned, President and Secretary of The Woodlands Association No. 1, hereby certify that the foregoing Amendment Restatement to Declaration has been approved by more than two-thirds of the votes of the members entitled to vote upon such an amendment and that it has been executed by the President and Secretary of the Association on behalf of the Association, all as provided by Article X, Section 2, and in accordance with all provisions of the Master Declaration. Except as amended hereby, the Master Declaration shall remain unchanged and in full force and effect.

The Woodlands Association No. 1

By: \_\_\_\_\_  
Dennis Witte, President

By: \_\_\_\_\_  
Michele Whitty, Secretary

STATE OF IOWA, POLK COUNTY:

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2014, by Dennis Witte, as President, and Michele Whitty, as Secretary of The Woodlands Association No. 1.

\_\_\_\_\_  
Notary Public-State of Iowa  
My commission expires \_\_\_\_\_

EXHIBIT A

Legal Description of Real Estate  
Subject to the Declaration

Lots 1-33, The Woodlands Plat No. 1; Lots 1-22, The Woodlands Plat No. 2;  
Lots 1-20, The Woodlands Plat No. 3; and Lots 1-24, The Woodlands Plat No.  
4, all Official Plats, Clive, Polk County, Iowa