

**DECLARATION OF ASSOCIATION  
FOR  
WOODLAND VALLEY ESTATES SUBDIVISION  
IN  
MADISON COUNTY, IOWA**

This Declaration is made by Clifford A. Newman and Sharon R. Otte, hereafter referred to as the Declarant. Pursuant to Chapter 499B of the Code of Iowa, known as the Iowa Horizontal Property Act, hereafter the Act.

**RECITALS:**

1. Declarant is the owner of certain real property which is being subdivided under the laws of the State of Iowa and of Madison County, Iowa, all of which land is described in this Declaration.
2. Declarant intends, by filing this Declaration, to submit and convey the land within the Subdivision to the provisions of the Iowa Horizontal Property Act.

Now, therefore, the Declarant, the fee simple titleholder to the property described in this Declaration, expressly intends to, and by recording this Declaration, does hereby submit the land and the Property to the Association Regime pursuant to the provisions of this Act.

**ARTICLE 1 NAME.**

The name of the Association Regime is WOODLAND VALLEY ESTATES ASSOCIATION, INC.

**ARTICLE 2 LOCATION, LEGAL DESCRIPTION, AND SURVEY PLANS.**

- 2.1 The Association Regime is located at 2109 34<sup>TH</sup> Street, Des Moines, Polk County, Iowa.
- 2.2 The legal description of the parcel of real property submitted to the Regime is shown on Exhibit "A" attached to this Declaration and incorporated by this reference and is hereafter referred to as the "land".
- 2.3 Attached as Exhibit "B" is a duly certified Plat of Survey of the Land submitted to this Regime and the Plat of the lots, which lots are shown and designated by number. Such Exhibit contains and shall govern for the purposes of this Declaration and for purposes of the Act the following requirements:
  - a. The dimensions, area and location of common elements affording access to each lot.

- b. The lot number of each lot, statements of its location, approximate area, and other data necessary for its proper identification.
- c. Each lot is an unimproved area without structures located thereon.

**ARTICLE 3 DEFINITIONS.**

3.1 As used in this Declaration, unless the context requires otherwise, the following terms shall have the following meaning:

- a. "Act" means Chapter 499B of the Code of Iowa known as the Horizontal Property Act.
- b. "Association" means the Woodland Valley Estates Association, Inc. and its successors and assigns and shall, for the purpose of this Declaration, be the "Council of Co-Owners" as defined in the Act.
- c. "Board" means the Board of Directors of the Woodland Valley Estates Association, Inc.
- d. "Bylaws" means the Bylaws of the Association, attached as an Exhibit to this Declaration as may be amended from time to time.
- e. "Association Documents" means this Declaration, all Exhibits attached to this Declaration, including the Articles of Incorporation and the Bylaws of the Association and supplements and amendments thereto, all of which by this reference are made a part of these documents.
- f. "Common Elements" or "General Common Elements" means all the Property which is shown on the Final Plat of the Subdivision of the land described on Exhibit AA@ to be used as private drive right-of-way and utility access easements to the lots within the Subdivision. The Regime shall have and hold the right of way and access easement upon, along, and over which the private drive is constructed. Fee simple title to the underlying land shall remain with the owner of the subdivided lots.
- g. "Common Expense" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves; and, shall include all expenses declared to be common expenses by this Declaration.
- h. "Declarant" means Clifford A. Newman and Sharon R. Otte.
- i. "Land" means the parcel of real estate described on Exhibit "A" and submitted pursuant to this Declaration and shall mean the "parcel of real property" as defined in the Act.

- j. "Majority of Owners" means the owners of more than fifty percent (50%) of the votes of the Association. Wherever, in this Declaration, a specific percentage of lot owners is stated, the same shall mean that percentage of lot owners who in the aggregate have such specified percentage of the votes in the Association.
- k. "Property" means all real property submitted to the Association Regime including all easements, rights and appurtenances belonging thereto.
- l. "Lot@" means one or more units of the Land designated on the Final Plat to the Woodland Valley Estates Subdivision.
- m. "Lot Owner" means a person, corporation or other legal entity capable of holding or owning an interest in real property who owns all or an interest in a lot within the Regime and shall have the same meaning as "Owner" or "Co-Owner" as provided in the Act.

### 3.2 Other Definitions.

Certain other terms are defined at various places in this Declaration and, to the extent not defined in this Article, that definition shall control. To the extent not limited or contradicted by this Declaration, the definitions contained in the Act shall apply.

### 3.3 Plural and Gender.

Wherever the context so permits or requires, the singular shall include the plural and the plural the singular and the usage of any gender shall include all genders.

## **ARTICLE 4 DESCRIPTION OF LOTS.**

### 4.1 Types of Lots.

This Association shall have one type of lot which shall be unimproved land with access to Rural Water services to be within the vicinity of each lot.

## **ARTICLE 5 OWNERSHIP, COMMON EXPENSE LIABILITY, VOTES AND USE OF COMMON ELEMENTS.**

### 5.1 Allocation of Undivided Interest, Common Expenses, and Votes.

On Exhibit "C" attached to this Declaration and incorporated into this document is an allocation of the undivided interest in the common elements, common expenses and votes in the Association for each lot within the Subdivision. The Association shall not own the fee simple title to any common area. The Association by this Declaration shall have control, management and the right

of access to the Common Areas with the fee simple title to the Common Areas remaining with the lots with the Subdivision as shown on the Final Plat of the Subdivision.

## 5.2 Use of Common Elements.

Each lot owner shall have the right to use the common elements in common with all other lot owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective lot owned by such lot owners. Such right to use the common elements shall extend to not only each lot owner, but also to their agents, servants, tenants, family member, customers, invitees and licensees. Such rights to use the common elements shall be subject to and governed by the provisions of the Act, Declaration, Bylaws and the Rules and Regulations of the Association. In addition, the Association shall have the authority to control, grant concessions or grant easements with respect to parts of the common elements, subject to the provisions of the Declarations and Bylaws. All income derived by the Association from concessions or other sources shall be held and used for the benefit of the members of the Association pursuant to such Rules, Regulations, and Resolutions as the Board may adopt.

## **ARTICLE 6 MANAGEMENT, ADMINISTRATION, COMMON EXPENSES AND ASSESSMENTS.**

### 6.1 Association and Membership.

The management and administration of the Property shall be governed and managed by the Woodland Valley Estates Association, Inc., a non-profit membership corporation organized and existing under Chapter 504A of the Code of Iowa. Copies of its Articles of Incorporation and of its Bylaws are attached to this Declaration as Exhibits AD@ and AE@, respectively. Whenever a vote or other action of the unit owners as a group is required the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the owners or of the Council of Co-Owners whenever such action is permitted or required by this Declaration or by the Act. Each lot owner shall be a member of the Association so long as they are a lot owner. A lot owner's membership shall automatically terminate when the person ceases to be a lot owner. Upon the conveyance or transfer of a lot owner's ownership interest to a new lot owner, the new lot owner shall simultaneously succeed to the former lot owner's membership in the Association.

### 6.2 Common Expense Allocation.

- a. The cost of maintaining the private drive right-of-way including any repair, replacement, improvement or alteration thereof will be a common expense allocated to all lots in proportion to their common expense liability.
- b. If any lot owner or occupant fails to perform any obligation imposed under the Declaration or the bylaws or the rules and Regulations, then the Association may, but is not obligated to, perform the same for the lot owner's account and for such purpose

may enter upon the lots, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for any such expense, may levy a special assessment upon the lot.

- c. Each lot owner shall be liable for the expense of any maintenance, repair or replacement to common elements rendered necessary by their act, neglect or carelessness or by that of any member of their family or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing contained in this Declaration, however, shall be construed so as to modify any waiver by insurance companies of the rights of subrogation.

### 6.3 Payment of Common Expenses and Lien.

Payment of common expenses shall be by assessments made by the Association against each lot and lot owner. The Association may provide that assessments be payable monthly or at other intervals. If default is made in the payment of the installments, the Association may declare the entire annual assessment to be accelerated and to be immediately due and payable. If any lot owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest on the unpaid amount at the maximum rate as may then be permitted under the laws of the State of Iowa accruing from and after the date the common expenses become due and payable, shall constitute a lien on the interest of such lot owner in the Property and their lot from the first date that the interest provided by this Declaration begins to accrue.

### 6.4 Enforcement of the Lien.

The Board may bring an action at law against the lot owner personally obligated to pay the item for the collection of their unpaid proportionate share of the common expenses, or to foreclose the lien against the lot or lots owned by such lot owner, plus the interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each lot owner, by their acceptance of a deed to a lot, expressly vests in the Board or its agents the right and power to bring all actions against such lot owner personally for the collection of such charges as a debt and to enforce the lien by all methods available for the enforcement of such liens. The lien provided by this section shall be in favor of the Association and shall be for the common benefit of all lot owners. The Board acting on behalf of the lot owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

### 6.5 No Avoidance.

Each owner shall be liable for all assessments made by the Association against their lot for common expenses. The liability of a lot owner for all assessments made by the Association may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of a lot for which an assessment is made.

6.6 Limitation of Association's Liability.

The Association shall not be liable for injury or damage to property caused by or on the common elements or by another owner or person in the Regime, or resulting from electricity, water, rain, air, dust, dirt or sand which may leak or flow from any of its pipes, drains, conduits, appliances or equipment or from any other place unless caused by negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making or repairs or improvements to the common areas or from any action taken to comply with any law, ordinance or orders of a governmental authority.

6.7 Indemnification of Board and Officers.

Each member of the Association shall be indemnified by the Association against all expenses and liabilities including attorney's fees reasonably incurred by or imposed upon them in connection with any proceedings to which they may be a party, or in which they may become involved by reason of their being or having been an officer or director of the Association or any settlement thereof, whether or not he is an officer or director at the time such expenses are incurred, except in such cases where such person is adjudged guilty of or liable for willful misfeasance or malfeasance in the performance of their duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association.

6.8 Association as Attorney in Fact for Owners.

The Association is hereby irrevocably appointed attorney in fact for the owners of each and every unit to manage, control and deal with the interest of such owners in the common elements so as to permit the Association to fulfill all its duties and obligations under this Declaration and to exercise all its rights under this Declaration, to deal with the Woodland Valley Estates common area improvements upon its destruction or obsolescence as provided by this Declaration, and to deal with and handle insurance and insurance proceeds. The acceptance by any person or entity of any interest in any lot shall constitute an appointment of the Association as an attorney in fact as provided above.

6.9 Subordination of Assessment Liens.

If any lot subject to a lien created by any provision of this Declaration shall be subject to the lien of a first mortgage of record:

- a. 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,
- b. 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 at the time of 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-purchases and purchases therefrom taking title free of assessment, if any, that have come due at the time of the expiration of the applicable redemption period and the 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 assessments liens as shall have come due at the time of 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 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 these sums from the defaulting owner personally.

## **ARTICLE 7 DECLARANT'S RESERVED RIGHTS AND POWERS.**

### 7.1 Declarants's use and Ownership.

Declarant is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision hereof to the contrary, to sell, lease or rent lots not previously sold by the Declarant to any person and shall have the right to transact on the Property any business relating to construction, sale, lease or rental of such lots signs, employees and equipment and materials on the premises, and to use common elements to show such lots. Declarant retains the right to be the owner of unsold lots under the same terms and conditions as other owners including membership in the Association save for this right to sell, rent, or lease.

### 7.2 Control of Association.

Declarant shall have exclusive control of the Association until this control is transferred pursuant to the Bylaws. This control shall include but not be limited to the right to name all Directors of the Association. This reservation of control of the Association by Declarant shall be for a period of ten (10) years from the date of the first conveyance of a lot whose owner is other than Declarant. Provided, however, Declarant specifically reserves the right to relinquish control of the Association at any time prior to the end of the ten (10) year period provided in this section.

### 7.3 Membership in Association and Common Expense Liability.

During the period of Declarant's control of the Association, for those lots which are owned by Declarant, Declarant shall be entitled to membership in the Association. Further, Declarant shall be liable for one hundred percent (100%) of the common expense allocated to the lot or lots

owned by Declarant.

#### 7.4 Right to Amend Plans or Subdivide Units.

Declarant reserves the right to change the design and arrangement of all lots, to subdivide or resubdivide the lots and to alter the boundaries between lots, so long as Declarant owns the lots so altered. If Declarant shall make any changes in lots so authorized, such changes shall be reflected by an amendment to the Declaration. An Amendment made pursuant to this paragraph need be signed and acknowledged only by the Declarant its agents or assigns and need not be approved by the Association, lot owners or mortgagees, whether or not elsewhere required for an amendment. Provided, however, no change pursuant to this paragraph shall alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, affected lot owners and affected mortgagees provided. Except as set forth In this Article and except as set forth in Article 11, lots may not be further subdivided.

#### 7.5 Amendments.

Declarant may, during this period of Declarant's control of the Association, make minor amendments to this Declaration and the Exhibits attached hereto without the approval of the lot owners or mortgagees. Such amendments shall be solely for the purpose of clarification or correction of errors in this Declaration and Exhibits and shall not affect the substantive rights of any lot owner or mortgagee.

### **ARTICLE 8 MAINTENANCE, ALTERATION AND IMPROVEMENT.**

#### 8.1 Maintenance by Association.

- a. The Association shall maintain, repair and replace all common elements.
- b. The Association shall repair incidental damage caused to a lot through maintenance by the Association.
- c. All expenses incurred by the Association under this section shall be common expenses allocated pursuant to Article 6 above.

#### 8.2 Maintenance by Owner.

- a. Each lot owner at their own expense shall maintain the any utility fixtures and accessory equipment servicing their lot only for its exclusive use.
- b. The lot owner shall maintain at their expense any improvement or other alteration made by them.
- c. The owner of each lot shall promptly report to the Association any defects or other

maintenance needs which are the responsibility of the Association.

#### 8.4 Alterations to Common Elements.

Except as permitted by the Act and except as set forth in this Declaration, common elements shall not be altered or removed and no improvements shall be constructed or made thereon except by the Association or by others upon the prior written consent of the Association. The Association's consent shall be requested by a written petition submitted to the Association by the lot owner. Unless the Association has given the lot owner a notice requesting further information, denying or limiting its consent within ninety (90) days after the delivery of the petition to the Association, the consent may be deemed given to the lot owner. The Association may require that a lot owner furnish adequate plans and specifications to describe the nature of the proposed changes and alterations.

#### 8.5 Access to Lots.

The authorized representatives of the Association or Board shall be entitled to reasonable access to the individual lots and common elements as may be required in connection with the preservation of the common elements in the event of an emergency, or in connection with maintenance, repairs or replacements within, on or under the common elements or to comply with the requirements of any governmental authority.

### **ARTICLE 9 USE OF LOTS AND RESTRICTIONS.**

#### 9.1 Use and Restrictions.

Subject to the provisions of the Association Documents, the following shall govern and restrict the use, occupancy and alienation of units:

a. All lots shall have a single-family residence as the principal permitted use. Each lot shall have only one (1) principal structure located thereon. No mobile homes shall be erected or placed on any of said lots. Modular homes and manufactures homes shall NOT be permitted to be erected or placed on these lots, but all residential dwelling structures shall have a continuous, concrete foundation with a full basement. For the purpose of this Declaration the following definitions shall apply.

1) *A Mobile home@* means any vehicle without motive power used or so manufactured or constructed as to permit it being used as a conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons.

2) *A Modular home@* means a factory-built structure which is manufactured to be used as a place of human habitation, is constructed to comply with the Iowa state building code for modular factory-built structures, and must display the seal issued by the estate building code commissioner.

3) A *Manufactured home* means a factory-built structure used as a place for human habitation, but which is not constructed to be equipped with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles.

- b. No hog confinement, nursery or finishing structure, cattle finishing structure, poultry laying or raising houses shall be erected on any of the above described lots. No farm animals, or exotic animals will be allowed in the Subdivision. No breeding, or raising of animals of any kind (except horses) will be allowed in the Subdivision. Horses will be allowed with guidelines of one horse for the first two acres, and on additional horse for each additional acre, limited to a 10 horse maximum. Proper confinement fencing must be installed, and approved structures for the care of said horses. Horse confinement areas must be kept clean and in good working order. Fencing that faces the main road must be decorative in design and approved by the Association.
- c. There will be a two dog and a two-cat limit per household in the Subdivision. When dogs are outside, they must always be either tied up, in fenced area or on a leash. Dogs must be kept inside at night and also kept inside when no one is home to attend the dog. Dogs must not be allowed to bark excessively. The Board has the authority to remove any pet from the Subdivision if it is determined to be a continual nuisance. Cats must be kept in-doors at all times.
- d. The requirements contained in the Madison County Zoning Ordinance as to lot area, width and yard requirements shall apply to all lots. Specifically, a setback of fifty (50) feet from all streets, roads and private drives shall apply.
- e. These lots described above shall not be further subdivided under the Subdivision Ordinance and Zoning Ordinance of Madison County, Iowa.
- f. No trailer, basement, tent, shack, garage, barn or other accessory building in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
- g. No building shall be erected on any lot unless the design and location is in harmony with the existing structures and locations in the Subdivision and does not violate any of these Declarations and Covenants.
- h. Single story homes will be required to have 1700 square feet of finished living space on the main (above grade) level. When there is at least 700 square feet of finished living space in the below grade level of the home, 1500 square feet will be allowed as finished living space in the above grade level of the home. Story and one half

homes will be required to have at least 2400 square feet of finished living space in the above grade levels of the home. Two story homes will be required to have at least 2600 square feet of finished living space in the above grade levels of the home.

- i. All homes will be required to have a minimum of a two-car garage; three-car attached garages are highly recommended. All detached garages are limited in size to a three-car design. All detached garages or other detached structures must be architecturally identical to the main house, in design, structure, and exterior finish. All detached structures must be approved by the Board prior to any excavation or construction of any detached structure.
- j. 60% of the homes front exterior must be constructed using brick, stone, or acrylic stucco. The remaining 40% must be constructed using brick, stone, acrylic stucco or a high quality siding material such as wood, high quality vinyl, high quality steel, high quality concrete, slate, or comparable materials. No fiberboard, composite, masonite, or comparable type siding will be permitted. Thirty-year or better roofing shingles or comparable roofing systems are required.
- k. At least one exterior security light is required on each home site that is always on during darkness. At least one security light is required to match the main road easement lighting at or near the driveway entrance to every property in the development. The driveway light will be a decorative light on a pole and will be required to be on during all hours of darkness.
- l. Construction must be done using builders that are approved by the Declarant. All builders must sign an agreement to adhere to the standards laid down by these covenants. All builders and subcontractors must be fully bonded and insured; proof of insurance will be required.

All builders and their subcontractors will show great care and respect for the other property owners and their properties. All builders and their subcontractors will clean all excavation equipment and trucks before leaving job site locations to prevent the soiling and damaging of the main development road. Repair and clean up costs incurred for any soiling or damaging of any properties in the Subdivision or any soiling or damaging of the main development road will be charged to the builder who is responsible for the damage. All building sites must be kept clean, and all construction debris must be placed in a dumpster or storage containers on a daily basis. All dumpsters and other refuse containers must be removed from the building sites on a timely basis.

All plans, architectural designs, engineering, and landscaping is subject to approval by the Board. All final plans are subject to review by and the approval of the Board before any excavation or construction of any kind can commence. Completion of home construction must be within one year of construction start date.

Construction must be performed using top quality, new materials. All structures must be built in

accordance with established building codes and must meet or surpass those codes. No manufactured housing, modular, or mobile home will allowed to be erected in the Subdivision. No manufactured housing or mobile homes will be allowed in the development, stored or permanent. No pole buildings, metal buildings, barns, or sheds will be allowed to be constructed in the Subdivision..

All structures must be constructed using poured concrete for the foundations. Exterior and interior insulation for all foundation walls is required. Insulated concrete forming systems are highly recommended for foundation construction. Any insulated concrete forming system that is used in the Subdivision must be a system approved for use by the Board.

All heated structures must be constructed in accordance with the Environmental Protection Agencies Energy Star Program. The 5 Star Energy Star Standard will be highly recommended, but not required.

Superstructure of any building or home in the Subdivision must be constructed using materials and techniques approved by the Board.

Approved construction systems.

1. Poured Concrete using an Insulated Concrete Forming System (ICF) that is approved by the Board. An approved ICF can be used for below and above grade construction.
2. When using 2x6 standard lumber for construction of the home, 2x6 lumber must be used for all above grade exterior walls and any interior support walls. Interior walls that are not support walls can be built using 2x4 standard lumber. Higher grades of lumber must be used. Low quality, sub standard lumber will not be allowed. All stick built structures must have 100% of the exterior wall and roof faced with plywood, top quality osb, or comparable sheathing.
3. Steel Stud construction is allowed. All steel built structures must have 100% of the exterior walls and roof faced with plywood, top quality osb, or comparable sheathing.
4. When using 2x4 standard lumber for the construction of the home, 2x4 lumber must be used for all above grade exterior and interior walls. Higher grades of lumber must be used. Low quality, sub standard lumber will not be allowed. All stick built structures must have 100% of the exterior wall and roof faced with plywood, top quality OSB, or comparable sheathing
5. Hurricane hangers will be required in all structures as an essential safety feature used to secure the roof structure to the top plate of the top floor walls.
6. All sill plates must be attached to the foundation walls with 1/2 inch x 8 inch steel anchor bolts, which are attached to the foundation wall when the concrete is poured.

1. No disturbance of natural drainage areas or creeks shall be allowed. No ponds will be installed without approval by the Board. Any natural drainage area that is traversed by a driveway will have to be engineered to determine the correct size culvert and correct installation of driveway and ditches. Strict detail must be followed to prevent erosion of areas disturbed by the excavation of the driveways and construction sites. All driveway designs must be approved by the Board prior to any construction activity.

Silt fences must be installed in any areas where it is deemed necessary by the Board. Mulching and seeding (or sod laying) of excavated areas must be completed in a timely manner. The driveway ditches and right of ways must be mulched and seeded immediately after excavation. Installation of a three-inch limestone rock base must also be installed immediately after compaction of driveway base.

The Board must approve all driveway and home-site plans prior to any construction activity. A hard asphalt or concrete surface is required on all driveways after a prescribed date that will be determined by the Board.

Driveways will have a finished surface no less than 12 feet wide and no more than 22 feet wide. The width of the driveway right of way will be a minimum of 36 feet and a maximum of 66 feet. Any variance from these guidelines must be approved by the Board. Driveways must be maintained by the property owners and kept in good condition. Driveway right of ways must be kept mowed and snow must be removed on a regular basis.

Home-Site excavation must be engineered and designed to allow for minimum disturbance of the natural terrain. Home-Site area will be limited to 25% of the size of the lot. Home construction, detached garages, landscaping, and fencing will be confined to this 25% area. All home site excavation plans must be approved by the Board. All landscaping plans must be approved by the Board. Any variance from these guidelines must be approved by the Board.

The remaining area of the lot (the out-lot area) will be kept in a natural un-excavated state unless grading is deemed necessary by the Board for erosion protection. Excavation or grading of the out-lot areas of a lot may also be necessary to control drainage of water as it may affect any lot within the development.

Improvement of the out-lot areas of any lot in the Woodland Valley Estates Development is allowed. These improvements include, but are not limited to, mowing of existing grasses, removal of wild rose bushes, small hedge apple trees, locust trees, thistles, and damaging weeds of any kind. Removal of hedge-apple, or locust trees that are 6" in diameter or larger must also be approved by the Board. Lot owners are permitted to plant in the out-lot area grasses, flowers, trees, bushes, shrubs, or other green plants that will enhance the environment and the beauty of the development. Lot owners will be encouraged to plant prairie grasses, trees, and other flowering plants that are native to the Midwestern and Plains States areas of the United States, however planting of other suitable vegetation will be allowed. All planting of vegetation and any other improvements in the

out-lot areas must be approved by the Board.

There are areas in the Subdivision that are protected areas called **Conservation Easements**. These areas are 50 feet on each side of the existing creeks and large drainage areas, which are clearly marked on the plat map. There will be no construction or excavation allowed in the conservation easement areas. Clean up and improvement of these areas is allowed, however any clean up or improvement must be approved by the Board. Planting of new vegetation in the protected areas must be vegetation that is common to the Midwestern and Plains areas of the United States.

m. The titleholder of each parcel, vacant or improved, shall keep their lot or lots free of weeds and debris, and shall not engage in any activity which is a nuisance. Each lot shall be maintained so as to have a neat and groomed appearance. Each Owner shall take such measures as may be reasonably necessary so as to not allow soil erosion, noxious and offensive odors, waste, effluents, and pests on such lot.

n. No towers shall be constructed on any lot; however, antenna and satellite dishes are permissible provided that the same are screened in such fashion so as to not be visible from the common areas or any other lot.

o. If any lot owner decides to erect an interior or partition fence upon their lot, the total cost of installation of such fence shall be borne by this lot owner as well as the cost of all future maintenance of the fence. No adjoining lot owner shall be required to participate in the cost of the erection or maintenance of any fence. Any fence erected shall be the sole property of the lot owner and can be removed by such lot owner at their discretion. Nothing in this paragraph shall be deemed to preclude a fencing agreement between adjoining lot owners for erection and maintenance of a common fence; however, for any such common fence agreement to be enforceable upon future Lot owners, such fencing agreement must be in writing and filed of record in the Madison County Recorder's office in order to apprise prospective purchasers of their obligations with respect to such fencing. No chain link fence, snow fence or other temporary fence of any kind shall be permitted on any lot, except that a chain link fence may be permitted around a dog run or tennis court. All fencing shall be limited to the area approved as the building site area, which will be limited to roughly 25% of the total land area of any lot located in the Woodland Valley Estates Subdivision.

p. All fencing shall be a "tight" fence as defined by the Code of Iowa or better.

q. The Association shall have the duty to settle any and all issues concerning the lot owner's compliance with the fencing provisions of this Declaration.

r. With respect to exterior partition fences it shall be the responsibility and obligation of each lot owner to maintain a lawful partition fence separating their lot from adjoining unplatted real estate not within this Subdivision.

s. There is no common sewage system available for use within the Subdivision, and it shall be the responsibility of each of the owners of the respective lots to provide a septic system for

use with the residence constructed upon each lot.

t. No farm animals or exotic animals will be permitted in the Subdivision without the approval of the Board.

u. No breeding or raising of animals of any kind will be permitted in the Development without the approval of the Board.

v. There will be a two dog and a two-cat limit per household in the Subdivision. When dogs are outside, they must always be either tied up, in fenced area or on a leash. Dogs must be kept inside at night and also kept inside when no one is home to attend the dog. Dogs must not be allowed to bark excessively. The Board has the authority to remove any pet from the Subdivision if it is determined to be a continual nuisance.

w. Cats must be kept indoors at all times, or be kept in a confined area, tied-up, or on a leash. In the event that a cat is used for pest control in a horse stable or like structure, the cat must be neutered and not allowed to run free of any restrictions.

x. All propane tanks must be buried and must be placed in a safe location.

y. All satellite dishes are to be located in areas of the home-site that are not visible from the main development road.

## 9.2 Rules and Regulations.

The Association shall have the authority to amend and adopt reasonable rules and regulations governing the use of the property and such rules shall be observed and obeyed by the owners, their guests, and licensees. Such rules after being properly adopted shall have the same force and effect as if contained in this Declaration. The initial Rules and Regulations promulgated by the Declarant shall be deemed properly adopted by the Association without any formal action.

## 9.3 Amendment to Declaration.

The Association shall thereafter have the right to file among the land records an amendment to this Declaration to incorporate all necessary changes.

## **ARTICLE 10 INSURANCE.**

### 10.1 Duty of the Association.

The Association shall obtain and maintain at all times, to the extent available and/or feasible, at least:

- a. The liability insurance in such amounts and in such forms as may be considered appropriate by the Association incident to the ownership and/or use of the Common Areas or any portion thereof; and,
- b. Such other policies of insurance including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Association.

#### 10.2 Premiums and Terms.

- a. The premiums for the insurance coverage shall be a common expense to be paid by monthly assessment levied by the Association against owners of each of the lots.
- b. The Association, or its designee, shall have the exclusive authority to adjust losses under the insurance policies.
- c. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by owners of lots or their mortgagees.
- d. Each lot owner may obtain additional insurance at their own expense upon their lot provided that no owner shall maintain insurance coverage which will tend to decrease the amount which the Association may realize under any insurance policy which it may have in force on the Common Areas.

### **ARTICLE 11 REMEDIES.**

In addition to the remedies to enforce the lien provided in Article 6, the Association shall have the right to enforce the provisions of the Act, this Declaration and Exhibits hereto, and any Rules and Regulations properly adopted by the Association against an individual lot owner or the occupant of any lot. The Association shall have the right to proceed at law or in equity to enforce any lien or any of the above items against the lot owner including an action for damages or Injunction. In the event of any such action, the lot owner agrees to pay all costs including reasonable attorney's fees. In the event of any default by any lot owner under the terms of this Declaration, the Association shall have the right to correct such default and seek reimbursement from the lot owner. Any such costs, damages, or expenses in connection with this paragraph shall be a lien against the lot owner enforceable at law or in equity.

### **ARTICLE 12 AMENDMENTS.**

#### 12.1 Unanimous Amendment.

The provisions of this Articles 7, 9 and 12 may be amended by the Association only by written agreement of all lot owners and all first mortgagees. Further, no amendment shall change

the allocation of undivided interest in the common elements or common expenses or number of votes unless the record owner of the lot concerned and all mortgagees of record thereon shall affirmatively join in the adoption of such amendment.

12.2 Other Amendments.

All other amendments except as provided in Article 13 and the Act, may be made by the Association pursuant to written agreement of lot owners to which at least two-thirds of the votes in the Association are allocated and two-thirds of the first mortgagees of the lots (each mortgagee having one vote per lot financed).

12.3 Amendments Requiring Consent of Declarant.

No Amendment affecting the provisions of Article 7 of this Declaration can be made without the written consent of the Declarant.

**ARTICLE 13 MISCELLANEOUS.**

13.1 Severability.

Invalidity of a covenant, restriction, agreement, undertaking or other provision of any Association document or Exhibit thereto shall not affect the validity of the remaining portions thereof.

13.2 Incorporation.

Exhibits attached hereto and described in this Declaration are hereby made a part hereof with the same force and effect as other provisions of this document; provided that, whatever specifically provided, modification of certain Exhibits shall not be deemed an amendment of this Declaration.

IN WITNESS WHEREOF, this Declaration was executed on the 12<sup>th</sup> day of March, 2004.