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Prepared by and return to: Ashley N. Mleynek, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, Iowa 50266. (515) 280-2013

SPACE ABOVE THIS LINE FOR RECORDER

**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, AND RESTRICTIONS
APPLICABLE TO
HOLLAND POINTE
NORWALK, WARREN COUNTY, IOWA**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS APPLICABLE TO HOLLAND POINTE, NORWALK, WARREN COUNTY, IOWA (“Declaration”) is made this 27 day of October, 2021, by **HRC Norwalk, LLC**, an Iowa limited liability company (the “Declarant”).

RECITALS

WHEREAS, Declarant is the owner of the following described real estate located in Warren County, Iowa:

See Exhibit “A” (the “Property”)

WHEREAS, the Declarant is desirous of creating a master association for the management and maintenance of the common areas shared by and benefitting the Sub-Associations (as defined under Article I) to achieve continuity and minimization of costs; and

WHEREAS, Declarant desires to establish and place residential covenants, conditions, easements, restrictions, and to reserve certain easements, all as hereinafter specifically set forth, for the benefit of Holland Pointe (as defined under Article I) on the Property.

NOW, THEREFORE, Declarant hereby publishes and declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions, all of which are for the purpose of enhancing and protecting the value and desirability of the Property, and all of which shall run with the land and shall be a burden upon and a benefit to, any and all parties acquiring or owning any right, title or interest in any part of the Property, and their heirs, successors, assigns, grantees, executors, administrators and devisees.

**ARTICLE I
DEFINITIONS**

Section 1. “Accessory Structure” shall mean and refer to buildings separate from but complementing the main Unit on a lot, such as a garage or shed.

Section 2. “**Articles of Incorporation**” shall mean and refer to the Articles of Incorporation of the Holland Pointe Owners Association that are on file with the Secretary of State of the State of Iowa, as the same may be amended from time to time.

Section 3. “**Association Lot**” shall mean a Lot which is owned by (i) the Master Association for the use and benefit of the members of the Master Association.

Section 4. “**Board**” or “**Board of Directors**” shall mean the Board of Directors of the Master Association duly elected in accordance with the Articles of Incorporation and Bylaws of the Master Association.

Section 5. “**Building**” shall mean and refer to any structure containing one or more single-family attached or detached dwelling unit(s) that may be constructed on a Lot or on several Lots and shall include any attached or detached garage building conveyed with the Lot.

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

Section 7. “**City**” shall mean the City of Norwalk, Iowa.

Section 8. “**Common Areas**” shall mean all real property, including improvements thereto, maintained by the Master Association for the common use and enjoyment of all of the Owners, specifically defined as, if any, 1) signage constructed or installed for the Master Association, 2) public or private sidewalks, 3) public trails, 3) detention basins, 5) landscape buffers and irrigation systems serving all of the Units, together with any such additional common areas as may be conveyed by the Declarant to the Master Association from time to time.

Section 9. “**Declarant**” shall mean and refer to HRC Norwalk, LLC and their successors and assigns as to the entirety of the undeveloped portion of Holland Pointe that has not therefore been conveyed to home builders or home owners unless the context indicates otherwise.

Section 10. “**Declarant Improvements**” shall mean and refer to those public streets and improvements Declarant is to construct as part of the platting of Holland Pointe, as shown on the Site Construction Plans, those improvements that Declarant is to construct pursuant to this Declaration, and any additional improvements, whether similar or dissimilar to any of the foregoing that Declarant chooses to construct and deliver to the Association for continued operation, maintenance, repair, replacement, alteration, improvement or modification.

Section 11. “**Declaration**” shall mean and refer to this Master Declaration of Covenants and Maintenance Agreement to which the Properties are subject, and as may be amended from time to time.

Section 12. “**Future Multi-Family Development**” shall mean the real property that Declarant may add to this Master Declaration and develop into Multi-Family or other similar use.

Section 13. “**Future Townhome Development**” shall mean the real property that Declarant may add to this Master Declaration and develop into Townhomes or other similar use.

Section 14. “**Future Villa Development**” shall mean the real property that Declarant may add to this Master Declaration and develop into Villas or other similar use.

Section 15. “**Hereof**” and “**Herein**” shall refer to the entirety of this Declaration and not only to any particular part of this Declaration, unless the context clearly provides otherwise.

Section 16. “**Improvements**” shall mean and include a single-family home, townhome units, villa units, outbuildings, clubhouse, parking areas, driveways, sidewalks, trails, pools, courts, fences, walls, signs, lawn, landscaping, planting, play equipment, flag poles and any structure of any type of kind, and all additions to the foregoing.

Section 17. “**Lot**” shall mean and include any platted lot, tract, or portion thereof, or two or more contiguous lots, tracts, or portions thereof in Holland Pointe, including real estate subject to recorded easements, but shall not include any land deeded to the City or the Association.

Section 18. “**Master Association**” shall mean and refer to Holland Pointe Owners Association, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa, and its successors and assigns.

Section 19. “**Member**” shall mean and refer to those persons entitled to membership as provided in the Declaration, Articles of Incorporation and Bylaws of the Master Association.

Section 20. “**Master Expenses**” shall mean and refer to:

- (a) All sums lawfully assessed against the Owners by the Master Association in accordance with this Declaration or the bylaws;
- (b) All expenses incurred by the Master Association arising from, related to, or otherwise pertaining to operation, management, maintenance, insurance, repair or replacement of the Master Common Areas, or any additions thereto, or any additions thereto;
- (c) All expenses for snow removal, lawn, landscaping and irrigation located upon the Master Common Areas.
- (d) Any driveways, sidewalks, and trails located upon the Master Common Areas, including snow removal if approved by the Board.
- (e) Any trees, flowers, plants, plantings, signage, trash receptacles and pet waste receptacles located upon the Common Areas.
- (f) All expenses for operation of the Master Association.

Section 21. “**Open Space**” or “**Open Space Areas**” shall mean and refer to all those parcels and tracts of land within the Property designated on the Master Plan or on recorded plats as “Open Space” or “Open Space Areas” which may hereinafter be created into Outlots or replatted into lots.

Section 22. “**Owner**” shall mean a person or entity who from time to time collectively hold the entire fee title to a Unit, their tenants, licensees and invitees, including sellers under executory contracts of sale and shall not include any person or entity who holds such fee title merely as security for a loan, unless and until such person has succeeded to ownership by enforcement of its remedies under such security instruments.

Section 23. “**Property**” or “**Holland Pointe**” shall mean the Property described on Exhibit “A” and all additional real estate which is hereafter made subject to this Declaration pursuant to one or more amendments to this Declaration, including all lots and outlots, replats, of any portion of any said plats or parcels all together with all easements and servient estates appurtenant thereto, and subject to (1) zoning and other applicable building ordinances, (2) easements, covenants and restrictions of record, and except streets parks and other lots, if any conveyed to the City.

Section 24. “**Residential Unit**” shall mean and refer to any and all multi-family, townhome, villa or single-family units that are intended for use primarily for residential purposes, whether by lease to tenants or for the use of the owner thereof, and their respective appurtenant interest in the Common Areas, and other common elements, contained in and on the Property.

Section 25. “**Single-Family Lot**” shall mean a Lot which is platted for the development, use and occupancy as a single-family home in Holland Pointe.

Section 26. “**Sub-Associations**” shall mean and refer to the Holland Pointe Townhome Owners Association and such other Sub-Associations as may be designated, from time to time, by Declarant or its successors or assigns.

Section 27. “**Townhome Declaration**” shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Holland Pointe Townhomes and Villas, to which the Townhome Property and Villa Property is subject and as may be amended from time to time.

Section 28. “Townhome Lot” shall mean a Lot which is platted for the development, use and occupancy as a townhome in Holland Pointe.

Section 29. “Trail” shall mean the real property and all improvements thereon, including the trail, trash receptacles, pet waste receptacles, and any signage, if any, constructed or installed throughout the trail.

Section 30. “Unit” shall mean a Residential Lot.

Section 31. “Villa Lot” shall mean a Lot which is platted for the development, use and occupancy as a villa lot in Holland Pointe.

Section 32. “Zoning Ordinance” shall mean the zoning ordinances of the City of Norwalk, Iowa, including, but not limited to the Holland Pointe Planned Unit Development, Norwalk, Warren County, State of Iowa, as the same may be amended from time to time.

Section 33. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless the context permits only one such manner.

ARTICLE II **COMMON AREAS**

Section 1. Common Areas. The Shared Common Areas shall consist of all private sidewalks, applicable public and private sidewalks, irrigation, parking areas and signage serving all of the Units and located on or in the Property, together with any such additional common areas as may be conveyed by the Declarant to the Master Association from time to time.

Section 2. Obligations of the Master Association. The Master Association shall manage, control and maintain the Master Common Areas as set forth in this Declaration, and shall keep the same in good, safe, clean, attractive and sanitary conditions, order and repair. In addition to the other responsibilities set forth in this Declaration, the Master Association’s responsibilities shall include the maintenance, repair, reconstruction and replacement of the Master Common Areas. The Master Association’s responsibilities under this Section are for the exclusive benefit of the Owners.

Section 3. Owners’ Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Shared Common Areas subject to the terms of this Declaration which shall be appurtenant to and shall pass with the title to every Unit, subject to any rules and regulations published by the Master Association consistent with the Declaration and Bylaws of the Master Association. Every Residential Unit Owner shall have the right and easement of enjoyment in and to the Master Common Areas subject to the terms of this Declaration, which shall be appurtenant to and shall pass with the title to every Residential Unit, subject to any rules and regulations published by the Master Association consistent with the Declaration and Bylaws of the Master Association.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Master Association, the right to enjoy the Shared Common Areas to his/her invitees, tenants, family members and guests except as otherwise provided herein. Any Residential Unit Owner may delegate, in accordance with the Bylaws of the Master Association, the right to enjoy the Master Common Areas to his/her invitees, tenants, family members and guests except as otherwise provided herein.

Section 5. Open Space Areas to be Conveyed and Maintained by the Master Association. Various outlots will be developed as Open Space Areas within the Property and will be conveyed to the Master Association. These areas may be developed with grass, prairie grasses, wildflowers and other landscaping and pedestrian

bike trails and may be developed with playground equipment, play fields, benches, garden areas or other amenities as determined by Declarant or the Master Association. These Open Space Areas shall be subject to an easement that is hereby granted to the Owners of Residential Units within the Property for the use and enjoyment of the residents of the Property and their family members and guests under such written rules and regulations as may be established, modified, or repealed from time to time by Declarant or the Master Association and distributed to the residents of the Property and kept on file with the Master Association, and the Master Association may impose reasonable fees for the use of some of the Open Space Areas if it determines such charges are appropriate. The Master Association shall own, maintain and repair these Open Space Areas, and all improvements located thereon (the "Open Space Improvements"), and may, in its sole discretion, replace or demolish any Open Space Improvement that is no longer in good condition and repair. As the Open Space Area is to be maintained and managed in its natural state, neither the Declarant nor the Master Association shall have a duty, whether affirmative or otherwise, to maintain the Open Space Areas with regard to the management of rodents, snakes, insects or any other animal or insect that may inhabit the Open Space Areas and come on to an Owner's property.

Nothing in this Declaration shall grant any person, other than a Residential Unit Owner or any of their family members or guests, an easement or right to use any of the Open Space Areas, or to travel over, through or across any Open Space Areas. Notwithstanding the foregoing, in the event the City desires or agrees to assume ownership, accept an easement for, or assume responsibility for the maintenance of any portion of the Open Space Areas, then the Declarant or the Master Association may, in their sole and absolute discretion, deed or grant an easement to the City for the same and allow the public to have the right to use, travel over, through, or across any such area so dedicated to the City.

No Owner may maintain the Open Space Areas or make any improvements to the same. No dumping of trash, garbage, refuse, waste, sewage, grass clippings, landscaping debris, sawdust, concrete or other construction debris, or any other item or material, and no placement of any unsightly or offensive material shall occur upon the Open Space Areas, except as is temporary and incidental to the bona fide improvement of any Open Space Area by the Declarant or Master Association in a manner consistent with its classification as an Open Space Area.

Declarant, for so long as it owns a portion of the Property, reserves to itself and its successors and assigns, the right to grant perpetual, alienable easements under, through and across any of the Open Space Areas for the construction, maintenance, repair and replacement of any water mains, sanitary sewer lines or storm sewer or surface water drainage facilities to be granted to the City or any public utility easements for the construction, maintenance, repair and replacement of any electrical service, natural gas service, telephone service, cable television service or data transmission service to serve or extend service of the same to any Units. These reservations and rights expressly include the right to cut trees, bushes or shrubbery, rights to change the grade of the Open Space Area, or to take any other similar action reasonably necessary to provide economical and safe utility installation and maintain reasonable standards of health, safety and appearance; provided that Declarant shall cause the surface of such Open Space Area and any Open Space Improvement that is damaged as a result of the use of such easement area to be restored to a similar condition as to prior to such work or shall place

Section 6. Use of the Master Common Areas. The Master Common Areas shall be used strictly in accordance with the provisions of this Declaration and all rules and regulations adopted by the Master Association. No Owner shall obstruct or interfere whatsoever with the rights and privileges of other Owners or the Master Association in the Master Common Areas. Except as otherwise provided for herein, nothing shall be planted, altered, constructed upon or removed from the Master Common Areas without the prior written consent of the Master Association. If an Owner violates this section, the Master Association shall have the right but not the obligation to restore the Master Common Areas to the prior condition and assess the cost thereof against the Owner who violates this section and such cost shall become a lien upon the Unit

of such Owner and shall become due and payable upon demand. The Master Association shall have the same rights and powers to collect the cost of such restoration as provided in Article IV for the collection of delinquent assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Master Common Areas, the Master 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. This Declaration shall continue in perpetuity and the Master Association shall not be dissolved, except with the written approval of 75% of the membership entitled to vote.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION**

Section 1. Membership. Every Owner of a Unit shall be a member of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit that is subject to assessment hereunder. Ownership of a Unit shall be the sole qualification for membership. Subject to provisions of Section 2 of this Article, the Owners of a Unit shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit.

Section 2. Declarant as Sole Voting Member. Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member of the Master Association for so long as it holds title to any Lot, or until Declarant waives, in writing, its right to be the sole voting Member. As such sole voting Member, Declarant shall have the right to elect all Directors of the Master Association and to cast all votes as it deems appropriate. Each Owner by acceptance of a deed to a Unit shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Master Association. So long as Declarant is the sole voting Member of the Master Association no regular or special meeting of the Association need or is required to be held.

Section 3. Board of Directors. The voting Members shall elect a Board of Directors of the Master Association as prescribed in the Master Associations Bylaws. The Board of Directors shall manage the affairs of the Master Association.

Section 4. Suspension of Voting Rights. The Master Association shall suspend the voting rights of a Member for any period during which any assessment hereunder against the Member's Unit 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 ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligation. Declarant hereby covenants, and each Owner of a Lot 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 assessments as provided in this Declaration. The assessments levied by the Association and any other charges against the Owner of a Lot set forth elsewhere in this Declaration, together with costs, late charges, and reasonable attorney's fees related to collection of such charges or enforcement of this Declaration or any of the rules and regulations promulgated pursuant to this Declaration shall be a charge on the Lot of such Owner and shall be a continuing lien upon such Lot against which each such assessment or charge is made senior to all liens except the first mortgage of record,

any ad valorem taxes, and any special assessments levied by the County. Such assessment or charge, together with late charges, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment or charge fell due. The personal obligation for delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, shall not pass to said Owner's successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively for the purpose of carrying out the general duties and powers of the Master Association, including, but not limited to operation, maintenance, repair, reconstruction, restoration, replacement, or alteration of the Declarant Improvements to Holland Pointe or the Improvements hereafter constructed by the Master Association as provided in this Declaration, insurance coverage of the Master Association and its property, including but not limited to any Association Lot, any legal or other costs including but not limited to payment of legal liabilities or obligations of the Association, all fees, costs, expenses, attorney fees, any legal or other costs of enforcement of this Declaration, and for such reasonable reserves as the Board deems necessary. In making such assessments, the amount to be levied shall be equal and limited to the actual cost to the Association of providing those functions and services set forth in this Declaration.

Section 3. Rate of Assessment. The assessments levied upon and against Units within Holland Pointe and the Owners thereof, shall be a share of the total amount of each assessment prorated equally among such Units within Holland Pointe and the Owners thereof as of the beginning of the period for which such assessment applies.

Section 4. Procedures. Annual, monthly and special assessments provided for herein shall be fixed in accordance with this Section. The annual assessment may not be increased each year by more than twenty-five percent (25%) above the assessment rate for the previous year without a vote of the eligible voting members of the Master Association. As provided below, each Unit shall be liable for a share of the total budget upon which any monthly or special assessment is based. All assessments shall be made in the manner and subject to the following procedure, to wit:

- a. Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title of the assessable property and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the assessable property itself.
- b. Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided, unless the assessment by its own terms provides for payment in monthly, quarterly or semi-annual installments, in which case each such payment shall be due as stated in such notice. From and after the date when said payment is due, it shall bear interest at lesser of (i) the rate of twelve percent (12%) per annum, or (ii) the maximum rate allowed by law, until paid and such payment and interest shall constitute a lien upon the assessable property and said lien shall continue in full force and effect until the assessment is fully paid. A late charge of twenty-five and 00/100 Dollars (\$25.00) shall levied against the Lot Owner to defray the Association's administrative costs associated with and collecting delinquent assessment payments. The Board may also modify the late charge in such amount as it shall establish from time to time and set forth in any notice of assessment to defray the Association's administrative costs associated with and collecting delinquent assessment payments. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Board may, in addition, execute and acknowledge with respect to any assessable property and cause same to be recorded in the Recorder's Office for Warren County, Iowa, and the Board may, upon payment, cancel or release any assessable property from the liability of assessment (as shown by recorded instrument) by executing, acknowledging

and recording (at expense of the Owner of the property affected) a release of such assessment with respect to any assessable property affected, and the Board shall cause to be noted from time to time in the minutes of their proceedings, the payment made on account of assessments. Notwithstanding any other provision herein, the Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the assessable property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of such assessment, the cost of preparation, and filing the petition in such action including reasonable attorney's fees. No Owner of assessable property may waive or otherwise be relieved of liability for the assessments provided for herein by non-use of the common areas or facilities or abandonment of its assessable property.

- c. The term "Assessable Property" shall mean all Units within Holland Pointe whether or not such Units have a single-family home, townhome or villa constructed on it and whether or not such Unit is vacant or occupied.

Section 5. Special Assessments. In addition to the annual or monthly assessment authorized above, the Master Association may levy a special assessment if necessary to finance or perform any of the stated duties under this Declaration, provided that any such special assessment shall be in writing from the Declarant or if the Declarant no longer holds title to any Unit, have the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Payment of Assessments. Payment of general and special assessments shall be collected by each Sub-Association from its members. Each Sub-Association shall then make annual or monthly payments to the Master Association. Each Sub-Association shall have the responsibility of collecting assessments not paid by its respective members.

Section 7. Commencement of Assessments. The first purchaser of a Lot that has a completed Unit constructed thereon and a certificate of occupancy has been issued, other than the Developer, shall be subject to an initiation assessment for the start-up of the Association in an amount equal to two installments of assessments (two months of monthly assessments for Townhome Lots and Villa Lots and two years of annual assessments for Single Family Lots) as set by the Board of Directors payable to the Association at the time of closing of the first purchaser of each Lot. The Association may use the initiation assessment for any of the purposes set forth in this Declaration.

The general monthly assessment provided for in this Article shall commence as to each respective Unit on the first day of the month following the issuance of the certificate of occupancy of the Unit. The Board of Directors of the Association shall fix the amount of such general assessments annually and at least thirty (30) days in advance of each annual assessment period. Written notice of such assessments shall be sent to every member of the Master Association subject thereto or sent to the Sub-Association to distribute to Members subject thereto. The due dates shall be established by the Board of Directors of the Master Association and the general assessments shall be collected in equal monthly installments or in one annual installment as determined by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments. Any monthly assessment not paid by the fifteenth of the month and any special 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 lower. In addition, any such assessment not paid within said time periods shall be delinquent and shall be assessed a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater. Any such late charge, interest, and administrative fee on a delinquent payment shall also be part of the assessment against the Lot and subject to the lien for assessments created by this Declaration. The Association may bring an action at law against the Owner personally obligated to pay the

same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of such assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of the Owner's Lot.

Section 9. Subordination of Assessment Liens. If any Unit shall be subject to a lien created by any provision in this Declaration, the lien shall be subject to the lien of a first mortgage of record as follows: (i) the foreclosure of any lien created by 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 the liens for assessments, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of the 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. Such assessments shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of the lien of such assessment. Any unpaid assessments that are subordinate to a mortgage lien that is foreclosed and a sheriff's deed or a deed in lieu of foreclosure is issued shall be deemed to be an expense of the Sub-Association.

Section 10. Exempt Property. Notwithstanding anything to the contrary in this Declaration, Declarant and the Units which the Declarant owns, shall not be liable for any assessments made by the Master Association whether general or special.

Section 11. No Avoidance by Waiver of Use. Each Owner shall be liable for all assessments for their Unit made by their respective Sub-Association. The liability of an Owner for all assessments made by the Master Association or any Sub-Association may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of a Unit for which an assessment is made.

ARTICLE V **DECLARANT'S RIGHTS**

Section 1. Master Common Area Use. Declarant reserves the right to use any of the Master Common Areas to sell, assign or conduct other businesses in connection with the construction and development of the project from any of such Property prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain models, erect signs and maintain a sales office until all Units are sold or Declarant waives its Declarant's rights. In addition, the Declarants of each Sub-Association may maintain models, erect signs and maintain a sales office until all Units within the Sub-Association are sold.

Section 2. Additional Common Areas. Declarant, and its successors and assigns, reserves the right to add additional common elements, designated as Shared Common Areas, by conveying the same to the Master Association from time to time.

ARTICLE VI **MAINTENANCE AND MANAGEMENT**

Section 1. Maintenance. The Master Association shall perform the following maintenance tasks:

- (a) Maintain, repair, reconstruct and replace the Common Areas and all improvements thereon, including, but not limited to, any snow removal, mowing, weed control, and landscaping.
- (b) All such other reasonable and necessary maintenance, repair, reconstruction, and replacement duties as are necessary and desirable to preserve a reasonable quality of the Common Areas.

Section 2. Maintenance of Sub-Association Common Elements. Any Sub-Association, at its own expense, shall maintain those common elements specifically serving its respective members consistent with the declaration, articles of incorporation and bylaws of such Sub-Association. The Master Association's responsibility hereunder is only with respect to the Master Common Areas defined herein.

Section 3. Management Contract. Pursuant to the authority granted in its Bylaws, the Master Association has the right, but not the obligation, to enter into a contract for professional management of its affairs and the management fee thereof shall be a Master Expense.

Section 4. Responsibility for Willful or Negligent Act. In the event the need for maintenance or repair to the Master Common Areas or improvements located thereon is caused by a willful or negligent act of an Owner, the cost of such maintenance or repair shall be added to and become part of the monthly assessments to which such Unit is subject.

ARTICLE VII **EASEMENTS AND ENCROACHMENTS**

Section 1. General Easements. As noted on the Plat, Declarant has reserved certain areas of the Lots and Common Area which include but are not limited to Public Utilities Easement, Public Sidewalk Easement, Public Watermain Easement, Public Shared Use Path Easement, Public Stormwater Easement, Private Landscape and Buffer Easement, Private Drainage Easement, and Private Storm Sewer Easement. In doing so, it is the intention of Declarant to provide the needed flexibility to itself, for the benefit of all Lots and Owners, to properly install and allow to be maintained and read all electrical, telephone, water, gas, sewer and other utility services (including all lines, pipes, wires, cables, ducts, waterways, etc.) to the Units constructed on various Lots. No other improvements or permanent structures (excluding walkways, driveways and fences as approved) shall be placed within such utility easements and any fences so installed shall be and are expressly subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair or remove any necessary facilities and the right of Declarant and the Association to provide for and maintain appropriate drainage. Regardless of whether shown on the recorded plat, each Lot shall accept surface water drainage from adjacent properties whether or not located within the Property and each Lot shall have the right to drain its surface water to the adjacent Lots located within the Property.

Section 2. Additional Easement Rights. Declarant reserves unto itself, for the benefit of all Lots and Owners, an easement and full right, title and authority to relocate, alter or otherwise change the location of any Easement and to grant such further easements, licenses and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Property.

Declarant further reserves the right to more specifically describe or to change the description of any such Easement, license or right of way by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder for Warren County, Iowa, and any Owner of any Lot shall take title subject to the rights and easements reserved herein; provided, however, the rights reserved in this Section shall not be exercised in a manner which unreasonably and adversely affects any Building or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of

ingress or egress to any Lot. The rights and easements reserved by Declarant in this Section shall run with the land and Declarant's right to further alter or grant easements shall automatically transfer to the Master Association when Declarant shall have conveyed the last Lot within the Property.

Section 3. All of These Easements Are Subject to Concurrent Public Utility Easements. All of the easements granted in this Article are subject to the concurrent easements granted in part or all of the respective easement areas and for public utility easements granted to the electric company or companies providing electrical service within the City, to the natural gas company or companies providing natural gas services within the City, to the telephone company or companies providing telephone service within the City, to the cable television company or companies providing cable television service within the City, and to the data transmission company or companies providing data transmission services within the City.

Section 4. Open Space Areas to be Conveyed to and Maintained by the Association.

- (a) Various Outlots may be developed as Open Space Areas within the Holland Pointe development and if so developed, will be conveyed to the Association. These Open Space Areas shall be subject to an easement that is hereby granted to the Owners of Lots within Holland Pointe for the use and enjoyment of the residents of Holland Pointe and their family members and guests under such written rules and regulations as may be established, modified or repealed from time to time by the Declarant or the Association and distributed to the residents of Holland Pointe and kept on file with the Association, and the Association may impose reasonable fees for the use of some of the facilities if it determines such charges to be appropriate. The Association shall own, maintain and repair these Outlots and all Improvements located thereon, and may, in its sole discretion replace, relocate or demolish any Improvement that is no longer in good condition and repair. The Association at its sole discretion shall have the ability to remove any property from these Outlots or Improvements installed without Declarant's approval. As the Open Space Area is to be maintained and managed in its natural state, neither the Developer or the Association shall have a duty, affirmative or otherwise, to maintain the Open Space Area with regard to the management and maintenance of rodents, snakes, insects, or any other animal or insect that may inhabit the Open Space Areas and come on to a Lot Owner's property.
- (b) No Lot Owner or Occupant may maintain the Open Space Areas or make any improvements to the same. No dumping of trash, garbage, sewage, grass clippings, landscaping debris, sawdust, concrete or other construction debris, and no placement of any unsightly or offensive material shall occur upon the Open Space Areas, except as is temporary and incidental to the bona fide improvement of the Open Space Area by the Declarant or Association in a manner consistent with its classification as an Open Space Area. Association shall have the sole ability to remove any improvements or property placed within the Open Space by a Lot Owner and discard such property at Owner's sole expense.
- (c) Declarant, for so long as it owns any portion of Holland Pointe, reserves to itself and its successors and assigns, the right to grant perpetual, alienable easements under, through and across any of the Open Space Areas for the construction, maintenance, repair and replacement of any easements to be granted to the City of Norwalk or any public utility easements for the construction, maintenance, repair and replacement of any electrical service, natural gas service, telephone service, cable television service or data transmission service to serve or extend service of the same to any Lots in Holland Pointe. These reservations and rights expressly include the right to cut trees, bushes, or shrubbery, rights to change the grade of the Open Space Area, or to take any other similar action reasonably necessary to provide economical and safe utility installation and maintain reasonable standards of health, safety and appearance; provided that Declarant shall cause the surface of such Open Space Area and any improvement in such Open Space Area that is damaged as a result of the use of such easement area to be restored to a similar condition to prior to such work or shall place the

burden for such restoration upon the grantee of such easement. This right shall not create any obligation on the part of Declarant to provide or maintain any such utility or service.

Section 5. Construction of Certain Improvements and Amenities to Holland Pointe by Declarant.

Any Declarant Improvements set forth on the Final Plat or installed by the Association, the Association shall operate, maintain, repair, restore and replace all such Declarant Improvements. Declarant shall execute such documents, including, but not limited to, bills of sale to convey title to any of the Declarant Improvements, but not the land upon which they lie, to the Association as may be necessary or desirable to enable the Association to fulfill the duties and obligations delegated to the Association by this Declaration.

Section 6. Conveyance of Lots Prior to Completion of Declarant's Improvements.

Declarant may convey any Lot in its plats in Holland Pointe prior to completion of the Declarant Improvements to be made to Holland Pointe pursuant to this Declaration. In such event, Declarant shall have an easement to go on such Lot to the extent necessary to complete construction of the Declarant Improvements.

Declarant and the Owner of any such Lot conveyed prior to substantial completion of such Declarant Improvements to Holland Pointe shall use all reasonable efforts to cooperate and coordinate their respective construction work to the extent reasonably practicable so that each may undertake construction at the same time; provided, however, the Owner of such Lot may not undertake any construction work that materially interferes with the ability of Declarant to complete the Declarant Improvements, that materially delays Declarant in the completion of the Declarant Improvements, or that increases the cost to Declarant of constructing the Declarant's Improvements.

Section 7. Stormwater Facilities Easement.

There may exist easements for stormwater runoff and the installation, construction, and maintenance of storm sewers, underground stormwater detention structures, berms, swells and other structures and features on a portion of the Property and as further described in those certain Stormwater Management Facilities Maintenance Covenants and Easements filed of record now or in the future in the Warren County, Iowa, Recorder's Office ("Stormwater Facilities Easement").

- (a) Every Owner of Units hereby consents to the Stormwater Facilities Easement and consents to sharing the costs of the maintenance, replacement and repair of the Stormwater Facilities Easement. The common expense of the Stormwater Facilities Easement shall be prorated to each Owner based on the same calculation as for the rate of assessments. The common expenses set forth in this Section shall be part of the assessments levied by the Master Association provided for in this Declaration and may have easements for stormwater facilities that are maintained solely by such Sub-Association.
- (b) Every Owner of Units located in future plats of the Property hereby consents to the Stormwater Facilities Easement recorded with the future plats and consents to sharing the costs of the maintenance, replacement and repair of the Stormwater Facilities Easement. The common expense of the Stormwater Facilities Easement shall be prorated and divided equally among the Owners of Lots in Holland Pointe and shall be included in the Assessment. This section may be amended to add the Stormwater Facilities Easements with future plats.
- (c) If the Association or the Owners fail to abate any nuisance by repairing, reconstructing, grading, dredging and replanting as necessary any Stormwater Facilities Easement that is the responsibility of the Master Association, to restore such facilities into substantial compliance with the Stormwater Management Plan within a reasonable time after receipt of notice from the City, the City may cause such work to be done to abate the nuisance, and assess the reasonable and necessary costs of such

work, including the cost of materials and equipment, as a special assessment upon the Property as set forth below:

The total reasonable and necessary costs of any corrective action taken by the City to restore the Stormwater Management Facilities to compliance with the Stormwater Management Plan shall be allocated against the Units prorated in accordance with the calculations.

The share allocated to each lot and parcel within the Benefited Property shall be assessed against the lot or parcel as a special assessment and shall be a lien on the property, billed and collected as ordinary taxes.

Section 8. **Cross Easements.** Appurtenant to each Unit shall be easements from each Owner to each other Owner, and from each Owner to the Master Association and from the Master Association to each Owner an easement for ingress and egress through the Master Common Areas and for maintenance, repair and replacement as authorized.

Section 9. **Encroachment Easement.** If any portion of the Master Common Areas encroaches upon any Unit, or if any Unit encroaches upon any portion of the Master Common Areas, or if any of such encroachment shall occur hereafter as a result of shifting or settling of the buildings, or from alteration, repair or improvement to the Master Common Areas after damage by fire or other casualty, or as a result of condemnation of or eminent domain proceedings, then in each such event, a valid easement shall exist for such encroachment and for the maintenance thereof.

Section 10. **Notice of Existing Adjacent Land Use.** Declarant and the City of Norwalk acknowledge the existence of a fresh—cut fruit and vegetable processing and distribution facility owned by Loffredo Holdings, LLC (“Loffredo”), located generally south and west of Holland Pointe, as included in the PUD. The existing processing and distribution facility on the Loffredo Property emits noise and odor which may be audible and olfactible on the Holland Pointe Property and is therefore included in the PUD as part of its existing operations (“Existing Operations”). The City, Declarant and Lot Owners acknowledge that the Existing Operations existed on the Loffredo Property prior to the acquisition of Holland Pointe, prior to development of Holland Pointe and that the Existing Operations are part of the nature of the community surrounding Holland Pointe and the Loffredo Property. Declarant is also aware that Loffredo has provided notice of Loffredo notice of intent to expand its processing and distribution facility on the Loffredo Property in the future in accordance with City requirements and there is the potential for an increase of audible noise and olfactible odor emitting from such expanded facility onto the Holland Pointe Property.

ARTICLE VIII **USE RESTRICTIONS**

Section 1. **Uses.**

- (a) **Single-Family Residences.** The use of Single-Family Lots in Holland Pointe shall be limited to single-family residential dwellings and shall be developed with not more than one single-family dwelling on each Single-Family Lot in the final applicable plat or replat and may be developed only with such other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City’s zoning ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No modular, manufactured, or mobile homes are permitted to be built or used in Holland Pointe. All Single-Family Lots must be

built within twelve (12) months of purchase and closing from Declarant. In the event construction does not commence within said twelve (12) month period, Declarant may, at its option, repurchase the applicable Single-Family Lot at 90% of the previous sales price.

- (b) Townhomes. Townhome Lots in Holland Pointe are designated for multi-family use. Uses of land or structures customarily incidental and subordinate to multi-family use as permitted by the City's Zoning Ordinance unless such uses or structures are otherwise regulated or prohibited by this Declaration. In addition to the covenants, conditions, restrictions and easements set forth in this Declaration, the development of Townhome Lots in Holland Pointe shall be subject to additional declarations of covenants, conditions, restrictions and easements governing such townhome developments, including, but not limited to, architectural standards, easements, common areas, assessments and other matters necessary and proper for the development of Townhome Lots (the "Townhome Declarations"). Furthermore, in addition to such Townhome Lots being subject to the provisions of this Declaration, including, but not limited to, assessments made pursuant to this Declaration, the Townhome Lots shall be governed by an association created to operate and maintain the common elements within such cluster multi-family development and shall be subject to an additional assessment to support the activities of the association for such cluster of multi-family development. Such Townhome Lots shall also be subject to the Association and shall be subject to assessments made by the Association. In no event shall anything in a Townhome Declaration or any amendments made to a Townhome Declaration be deemed to amend this Declaration; and in the event of any conflict between a Townhome Declaration and this Declaration, the covenants, conditions, provisions and easements of this Declaration shall control. All Townhome Lots must be built on within twelve (12) months of purchase and closing from Declarant. In the event construction does not commence within said twelve (12) month period, Declarant may, at its option, repurchase the applicable Townhome Lots at 90% of the previous sales price.
- (c) Villas. Villa Lots in Holland Pointe are designated for multi-family use. Uses of land or structures customarily incidental and subordinate to multi-family use as permitted by the City's Zoning Ordinance unless such uses or structures are otherwise regulated or prohibited by this Declaration. In addition to the covenants, conditions, restrictions and easements set forth in this Declaration, the development of Villa Lots in Holland Pointe shall be subject to additional declarations of covenants, conditions, restrictions and easements governing such villa developments, including, but not limited to, architectural standards, easements, common areas, assessments and other matters necessary and proper for the development of Villa Lots (the "Townhome Declarations"). Furthermore, in addition to such Villa Lots being subject to the provisions of this Declaration, including, but not limited to, assessments made pursuant to this Declaration, the Villa Lots shall be governed by an association created to operate and maintain the common elements within such cluster multi-family development and shall be subject to an additional assessment to support the activities of the association for such cluster of multi-family development. Such Villa Lots shall also be subject to the Association and shall be subject to assessments made by the Association. In no event shall anything in a Townhome Declaration or any amendments made to a Townhome Declaration be deemed to amend this Declaration; and in the event of any conflict between a Townhome Declaration and this Declaration, the covenants, conditions, provisions and easements of this Declaration shall control. All Villa Lots must be built on within twelve (12) months of purchase and closing from Declarant. In the event construction does not commence within said twelve (12) month period, Declarant may, at its option, repurchase the applicable Villa Lots at 90% of the previous sales price.

- (d) If an Owner does not commence construction within six (6) months after the purchase of a Lot from Declarant, the Owner shall seed the Lot with grass and maintain it in accordance with this Declaration and as required by the Iowa Department of Natural Resources and the Environmental Protection Agency.
- (e) Business Activity. No full-time or part-time business activity may be conducted on any Lot or in any building or structure constructed or maintained on any Lot, except to the extent of a home occupation permitted by the City's Zoning Ordinance and except that home builders may maintain model homes during construction and Declarant may maintain a sales office during its development and sales of the Lots in Holland Pointe. No Lot shall be used for transient purposes. Transient purposes shall be defined to mean any leasing of a Lot for a period of time less than two weeks.

Section 2. Architectural Standards. The following architectural standards shall apply to the development of all Lots in Holland Pointe:

- (a) Minimum Single-Family House Sizes. All homes located on any of the Lots in Holland Pointe shall contain a minimum square footage of living space exclusive of attached garages, breezeways, porches, and finished basement areas as follows:
 - (1) one-story dwellings must have a minimum total ground area of at least 1,100 square feet;
 - (2) two-story dwellings must have a combined total ground area and second floor area of at least 1,300 square feet; and
- (b) Character. The intent of Holland Pointe is to develop the Property into a mixture of single family and multiple family residential units. Accessory Structures may be attached or detached. All public walks shall be constructed with concrete. Hard surfacing on private lots may also include stamped concrete, colored (integral) concrete, concrete paving units, porous paving units.

In order to preserve the general design for development of the Lots in Holland Pointe as a fine residential subdivision of the City, no single-family dwelling, villa, or townhome of any kind, or addition thereto, shall be erected upon any Lot unless the plan, design, building materials, exterior colors and location thereof shall have been first approved by Declarant, or if the Declarant no longer owns any Lots in Holland Pointe or otherwise delegates this responsibility to the Association, by the Board, or such person or persons or entity designated by it for this purpose, which approval shall not be unreasonably withheld or delayed.

- (c) Design. All single family residential and accessory structures shall comply with the City's architectural standards set forth in section 17.60 of the City Zoning Ordinance. In order to preserve the aesthetic integrity of Elizabeth Holland Park, higher level of architectural standards will apply to the back side of lots immediately adjacent to the park. Specific to the building, these standards may include façade material, varying roof lines, adding dormers/windows, or breaking up large walls with bump-outs. These standards should also include restrictions on fencing material to 4' black chain link or similar material to maintain the open feel of the area. Additional documentation including architectural elevations or materials submittals may be required at the time of development at the discretion of the Declarant and the City.
- (d) Land Use. All permitted principal and accessory uses and special uses as provided in the City Code for the R-1, R-2 and R-3 districts.

- (e) Setbacks. All setbacks shall be in accordance and comply with the PUD, City Zoning Ordinance and final plat, except as modified herein.
- (f) Landscaping. All areas not covered by a Unit or paving shall be landscaped with turf grass, prairie grass, plant beds, shrubs, and trees in accordance with the Open Space and Landscape Requirements set forth in section 175D of the city Zoning Ordinance and as set forth below:

Single-Family Lots. On each Single-Family Lot, the Owner at the time the dwelling is first occupied is required to plant, within ninety (90) days following the date of commencement of occupancy, one tree on such lot from any of the following species of trees: Red Maple (*Acer rubrum*), Norway Maple (*Acer platanoides*), Northern Red Oak (*Quercus borealis*), Burr Oak (*Quercus macrocarpa*), or as allowed by the City Code, or any other species approved by Declarant, except for fruit bearing trees, in writing, or once the Declarant no longer owns any Lots in Holland Pointe or has delegated such approval to the Association, approved by the Board, (hereinafter such species of trees shall be referred to as "Front Yard Trees"), in the front yard of the Single Family Lot, outside the public right-of-way, but within any street tree easement, if any, upon such Single-Family Lot, or if there is no street tree easement, as near to the right-of-way as possible and not within an easement area without the consent of the easement holder. Front Yard Trees shall be a minimum of 2" caliper in diameter, 10' - 12' in height, and have a minimum spread of 4'.

In addition to the Front Yard Tree required above, the following minimum quantities of landscape plants shall be planted on the applicable Single-Family Lot by the Owner at the time the dwelling is first occupied, within ninety (90) days following the date of commencement of occupancy:

- (i) 1 tree on all Single-Family Lots (trees other than Front Yard Trees may be either deciduous trees whose trunks are at least 2" in caliper in diameter or evergreens that are at least 6' in height).

Front yard Requirements; Sodding. A minimum of seventy-five percent (75%) of the front yard of each Lot (excluding driveways and sidewalk areas) must be maintained as a groomed yard. With the exception of permitted landscaping features, the front, sides and back yards of each lot shall be completely sodded following the completion of the Unit. If weather conditions make it impossible to comply with the foregoing requirement, Declarant, or if Declarant no longer owns any Lots in Holland Pointe or has delegated such approval to the Association, the Board, shall establish a reasonable time within which to complete the sodding.

- (g) Siding. Exterior material for any house constructed shall be masonry (brick or stone), vinyl of no less than .042 thickness, cedar, masonite or cement fiber board. Siding material variations on the elevation for accent purposes are encouraged, but the overall character and predominant siding must be consistent on all four elevations of the structure. Exterior colors shall be earth tones, white, or soft, muted tones, which may include muted yellows, greens or blues. No bright colors of any kind are permitted. Exterior materials may be pre-finished.
- (h) Roof Materials. Roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade, minimum twenty-five (25) year warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors. White or white blend roof shingles are not acceptable. All flashing and vents shall closely match or blend with the surrounding roof area. All vents and other roof penetrations should be located on the rear elevation wherever possible. Gutters should be part of the fascia detailing. Gutters and downspouts shall closely match the colors of the surfaces to which they are attached.
- (i) Decks and Porches. Decks attached to a single-family dwelling must be built from cedar, redwood, treated lumber or other products approved by Declarant, or once the Declarant no longer owns any

Lots in Holland Pointe or has delegated such approval to the Association, approved by the Board. Unpainted natural wood decks, though appropriate for rear yard spaces, are not acceptable as front entry porches. Front entry porches should be designed as integral, yet dominant features that invite entrance to the dwelling. Columns supporting porch roofs should be massive in scale (minimum 6" x 6"). Built up box columns or tapered round columns are encouraged. Handrails shall match the architectural style of the home. All steps to front entry porches must be cast in place concrete. No wood steps to front porches are permitted.

(j) Building Elevation and Drainage Standards. The finished grades for Units constructed on each Lot shall be established to permit positive drainage away from such Units.

(k) Fences And Hedges. No fences, walls, hedges or barriers shall be permitted upon Lots or adjoining property lines except as follows:

All fences must be approved by Declarant, or if Declarant no longer owns any Lots in Holland Pointe or has delegated such approval to the Association, the Board, in writing.

Fences that are on rear or side yard lot lines abutting the Open Space Areas must be black vinyl clad chain link and can be no higher than four feet (4') in height above ground level. Fences must be the same material, height and color on all sides of the Lot. No solid fences or hedges are permitted along such lot lines. If a Lot contains a swimming pool, a six foot (6') high decorative wrought iron fence will be allowed in the rear and side yards of Lots abutting any such Open Space Areas.

Where a Lot backs up to Beardsley Street, fences must be black vinyl clad chain link and must be four (4') feet in height above ground level.

Where trails are located or proposed in rear yards adjacent on both sides of the trail, fences must be black vinyl clad chain link and must be four (4') feet in height above ground level with the intent to maintain the open feel of the area.

Walls, fences, or hedges located along the rear property lines and side property lines of Lots not abutting Open Space Areas or trails shall not exceed six feet (6') in height above ground level.

Notwithstanding anything in this Declaration to the contrary, no Lot Owner shall have the right to erect a fence within or across any easement area shown upon the Final Plats of any plats within Holland Pointe without the prior consent of the City or utility company or companies for whose benefit such easement runs. Declarant reserves the right to require Owner provide proof of City approval prior to considering a homeowner request. Any fence erected within or across an easement area without such consent may be taken down by the person for whose benefit such easement runs in the exercise of any rights granted by such easement without any obligation to such Lot Owner to restore or repair such fence.

The fence fabric or fence screening material, shall be mounted on the exterior face of the fence posts or fence framing. Except for animal runs, no chain link fence shall be permitted unless it is black vinyl coated fence. All fences shall be kept in good repair and attractive appearance.

No fences shall be built forward of the center line of the house built on a lot. Fences must be the same material, height and color on all sides of the Lot. All fences shall be either wood, vinyl, decorative wrought iron, or black vinyl coated chain link. All wood fences shall be natural in color, stained, or painted in soft, earth-tone colors so as to blend in with the terrain.

All wood fences shall be natural in color, stained, or painted in soft, earth-tone colors so as to blend in with the terrain.

All fences around dog runs must be black vinyl clad chain link, standard galvanized chain link, or as approved by Declarant, or if Declarant no longer owns any Lots in Holland Pointe or has delegated such approval to the Association, approved by the Board, in writing. Animal runs, animal houses and animal shelters shall not be permitted unless they are located at the rear of the house or garage and abut the house or garage. All animal houses, animal runs and animal shelters shall be screened with landscaping so that they are not visible (i) to neighbors, (ii) from the street or (iii) from any Open Space Area. Any animal house or animal shelter shall have the same external appearance, color and roof material as the single-family home or Townhome situated on the Lot. No animal house, animal shelter or animal run shall exceed seventy-two (72) square feet in area.

- (l) Mailboxes. If required by the City ordinances or the United States Postal Service regulations, Declarant shall install "cluster-style" mailboxes to serve groups of the Lots, substantially in accordance with the requirements of such ordinances or regulations, which mailbox, upon installation, shall become the property of the United States Postal Service without any further deed or transaction. Thereafter, the United States Postal Service shall maintain, repair and replace said mailbox. If the United States Post Office fails to maintain, repair or replace said mailbox, then the owners of each Lot may erect individual mailboxes in the public right-of-way adjacent to their property (or across the street from the Lot on the side of the street on which mail delivery is made) such that the front of the mailbox is at least six inches (6") back of the curb and the mail box is installed in such a manner so as not to lean or tilt. All such mailboxes and mailbox poles serving the Units shall be of a uniform style and appearance adopted in writing by Declarant, or another equivalent mailbox or mailbox pole approved in writing by Declarant, or once the Declarant has relinquished control of the appointment of the Board, adopted or approved by the Board, which list of approved mailboxes and approved mailbox poles shall be kept on file with the Association and shall be uniformly applied. In the event there is any change in the approved style and appearance of a mailboxes or mailbox poles to be used in Holland Pointe, then all existing mailboxes and mailbox poles may continue to be used as long as they are maintained in good condition and repair, but any replacements of such mailboxes or mailbox poles shall conform to the revised criteria for mailboxes and mailbox poles.
- (m) Playhouses, Utility Buildings and Other Accessory Structures. Playhouses, utility buildings, storage sheds or other similar structures shall be permitted; provided that the exterior and the roof of any such structure shall be constructed of the same material, have the same color and appearance as the residential dwelling on the same Lot and are located only in rear yards. Any such structure shall require prior approval of Declarant. Courts shall be located in the rear yards only. No such improvements shall be located closer than thirty-five feet (35') from any lot line.
- (n) Garbage Cans and Equipment; Outside Storage; Holiday Displays. No trash receptacles, garbage cans or recycling bins shall be permitted to be located upon a Lot unless hidden by an attractive screen of suitable height or unless sunken to ground level in a hole lined with permanent cribbing, except that garbage cans, trash sacks, recycling bins, yard refuse bags and other materials for collection by an authorized refuse collector may be placed at the pickup area designated by the City or its authorized refuse collection company on the evening of the day before the scheduled collection and may remain until the evening of the day of the scheduled collection of the same. Items such as compost containers, lawn or garden equipment, building materials, and other similar items shall be placed out of public view. Firewood shall not be stored on the front or side of a house. Stacked firewood in excess of 4' long by 3' high shall be adequately screened from view

and must be stacked in the rear yard and be at least twenty feet (20.0') from any rear or side yard lot line. No material of any kind whatsoever may be stored in the front yard or side yard of a house (except that garden hoses may be stored in a side yard adjacent to an outside faucet if neatly coiled or contained on a hose reel), and no material of any kind shall be stored in a rear yard unless appropriately covered or screened from view by neighbors. No clothes lines shall be permitted. No clothing, rugs or other items shall be hung on or from any railing, landscaping or window. All repair of motorcycles, automobiles or other vehicles shall be done out of public view. No exterior holiday decorations shall be erected more than six (6) weeks prior to the holiday and all exterior holiday decorations shall be removed within three (3) weeks following the holiday, weather permitting.

If the Owner of a Lot has not address such violation as provided under this subsection within the foregoing time periods, and if the Owner of such Lot fails to remove such violation within fifteen (15) days after such Owner receives written notice given by certified mail, return receipt requested, or delivered in person, from the Declarant, the Association or from any Owner within five hundred (500) feet of such Lot, the Declarant, the Association or such Owner of the applicable Lot within five hundred (500) feet of the offending Lot shall have the right and easement to enter upon the premises and remove and dispose of the holiday display at the expense of the Owner of the applicable Lot where such holiday display is located, and shall have the right of action against the Owner of the applicable Lot for collection of the cost thereof, plus the reasonable costs, including attorney's fees, of collecting such amount, plus interest at the lesser of (a) twelve percent (12%) per annum or (b) the maximum rate allowed by law, from the date such cost is incurred, and shall have a lien against such Lot from the day an affidavit reciting the giving of such notice, the performance of such work and the cost thereof is filed in the Office of the Recorder for Warren County, Iowa, until such amount, plus the reasonable costs, including attorney's fees of collecting such amount and costs of filing of such lien, incurred by the lienholder, is paid.

- (o) Motor Vehicles, Boats, Recreational Vehicles, Trucks and Tents. No inoperable vehicle, and no camper (including fold down camper), motor home, boat, tractor, trailer, three-quarter ($\frac{3}{4}$) ton or larger truck, bus, snowmobile, or all-terrain vehicle, shall be parked or maintained on any Lot (except inside a garage) or on the public street adjacent to any Lot for a period of longer than three (3) consecutive days or for longer than a total of thirty (30) days in any calendar year. No tent shall be maintained on any Lot for longer than a total of thirty (30) days in any calendar year.
- (p) Swimming Pools. Hot tubs and below-ground swimming pools are allowed provided that any hot tubs which are not below ground are skirted in wood or other materials approved, in writing, by Declarant, or once Declarant has relinquished control of the appointment of the Board, adopted or approved by the Board, which list of approved materials shall be kept on file with the Association and shall be uniformly applied. In the event there is a change in the approved materials for hot tubs, then all existing hot tubs that contain previously approved material may continue so long as such materials are maintained in good condition and repair and all replacements of such material shall conform to the new criteria. All swimming pools and hot tubs shall be located only in rear yards. Any outdoor hot tub must be located within ten (10) feet of the dwelling. No above-ground swimming pools are allowed.
- (q) Satellite Dishes. Satellite dishes or parabolic devices in excess of 22" in diameter used to receive television or other signals from satellites shall not be permitted. Declarant, or once Declarant has relinquished control of the appointment of the Board of Directors of the Association or delegated this responsibility to the Association, the Board of Directors of the Association, may increase or decrease the permitted size of satellite dishes or parabolic devices by a written notice of Declarant or resolution of the Board of Directors of the Association which shall be kept on file with the

Association and shall be uniformly applied, except that any previously lawfully existing satellite dish or parabolic device that is in excess of the newly established maximum diameter for such devices may be maintained and repaired, but not replaced. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.

No extension tower, projection tower, receiver or antennas of any kind shall be constructed or maintained on any Lot or on the exterior of any building on a Lot.

(r) Signage. Signage within Holland Pointe impacts the aesthetics of the neighborhood and property values. All signage shall meet the following requirements and restrictions: Declarant or the Association shall erect Holland Pointe project identification signage within the signage easements at the entrances into the development and within the development.

In connection with the development of any plat within Holland Pointe, Declarant, or any other developer of a particular plat, may erect project signage, real estate signage, financing signage, contractor, supplier or subcontractor signage related to construction and financing of such plat development and sale of the developed within such plat; provided, however, all such signage, including, but not limited to, the size, location and materials, shall be subject to the written approval of Declarant or if Declarant no longer owns any Lots in Holland Pointe or otherwise delegates this responsibility to the Association, the approval of the Board.

In connection with the construction of any residence or building upon any Lot in Holland Pointe the Owner or person constructing such residence or building may erect project signage, financing signage, contractor, supplier or subcontractor signage, or real estate signage related to the construction and financing of such residence or building and the sale of such residence or sale or lease of such building; provided, however, none of the foregoing signs shall be larger than 30" wide by 24" high without the written approval of Declarant or if Declarant no longer owns any Lots in Holland Pointe or otherwise delegates this responsibility to the Association, the written approval of the Board.

Once a Unit is sold and occupied as a residential dwelling unit, signage on that Unit shall be limited to (i) address signage, (ii) owner identification signs, (iii) signs advertising real estate for sale ("For Sale Signs"), (iv) sign for garage sales ("Garage Sale Signs"), (v) signs for special event signs (such as birthdays, graduations, or anniversaries, hereafter "Event" Signs), (vi) signs for political campaigns and public voting matters ("Political Signs"), and (vii) other signs approved in writing by Declarant or, after Declarant delegates such function to the Association or no longer owns a Lot in Holland Pointe, approved by the Board. For Sale Signs shall only be displayed while the applicable single-family residence or Townhome is for sale and must be removed the day following the closing of the sale. Garage Sale Signs and Event Signs shall only be displayed one day before the sale or event, during the sale or event and must be removed by the day following the sale or event. Political Signs shall only be displayed up to two weeks prior to date of the vote or election, the day of the vote or election, and must be removed by the day following the vote or election. Political Signs not related to an election shall only be displayed for a maximum of two weeks. Other signs permitted by Declarant or the Board shall only be displayed for such time as authorized by Declarant or the Board, as applicable. All of the foregoing described signs shall be limited to no more than a 30" wide by 24" high yard sign and shall be professionally constructed. No hand painted signs will be allowed. Except for address and owner identification signs, no signs shall be erected on any building elevation, erected so that it is visible through window or glass openings or,

except for vehicles with professionally made business signage on the vehicle, attached to vehicles parked within the neighborhood.

The Declarant or the Association may establish and amend from time to time rules governing any signage, if any, to be erected within the Open Space Areas and all such rules shall be on file with the Association. No one shall erect any signs within the Open Space Areas without the consent of the Declarant or the Association.

- (s) Solar Panels. No solar collector or panel of any nature shall be permitted on any Lot or any building constructed on a Lot, except as approved by Declarant in writing. Declarant shall only consider proposed construction of solar collector panels on the back of a given Lot. Obtaining City Permits under this paragraph does not give a Lot Owner permission to construct a solar collector or panel within Holland Pointe.

- (t) Livestock and Poultry Prohibited; Exterior Animal Houses. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that pets, specifically dogs, cats, fish and birds may be kept, provided they are not kept, bred or maintained for commercial purposes and the Owner complies with the restrictions set forth in this Declaration. Owners shall comply with all animal restrictions including but not limited to breed and number of animals allowed, consistent with the laws of the Community's applicable jurisdiction. There shall be no weight restrictions on the pets. Any breeds that have been determined by local municipal, county and state laws, regulations, or ordinances to constitute dangerous breeds, or animals that endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to other Owners in the sole discretion of the Board shall not be kept on any Lot. Any person owning or keeping a pet shall be responsible for the care and control of, and shall at all times clean up any waste or excrement from such pets on the Commons Areas and Common Elements. Failure to do so in a prompt or responsible manner shall result in a fine or special assessment by the Association against such Lot on which such pet is kept. Dogs shall be kept on a leash or otherwise confined whenever outside a residence or enclosed portion of the Lot and Owners shall bear full responsibility for animals not under leash. No animal shall be chained or otherwise restrained outside or in the garage. Outside pens or dog runs may be allowed if approved in writing by the Board of Directors, in its sole discretion. Any complaint shall be brought before the Board, which shall have the right to prohibit them from continued habitation on the Lot if further complaints occur. The Association may, by rules and regulations, prohibit or further limit the raising, breeding or keeping on any Lot, front lot or rear lot of any pet.

- (u) Sales Office. Declarant reserves the right to maintain one or more Units as a model or a sales and display office for itself, for its marketing firm, and/or for builders of homes within its plats; display or post signs of any type or size which are a part of the development and marketing of Holland Pointe; and to have agents and employees equipment and material on any Unit used as a model or sales office.

- (v) Utilities and Utility Meters. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. Utility meters shall be hidden architecturally or through the use of remote reading devices. No private wells or septic systems shall be permitted on any Lot. No window mounted heating or air-conditioning units are permitted.

- (w) Security Lighting. Security lighting for driveways, parking and other external areas shall be designed, located and directed in a fashion, which will avoid direct lighting onto adjoining Units

or Lots. Other than security lighting, no light poles are permitted on any Unit or Lot, except for decorative lights in the back yards for pool lighting and except for any Association Lot on which an Association or townhome association clubhouse, if any, is located, unless specifically approved by Declarant, or if the Declarant no longer owns any lots or has delegated such consent to the Association, of the Board of the Association.

- (x) Noxious Activities. No noxious or offensive activity, noise or odors shall be permitted on or to escape from any Lot, nor shall anything be maintained or done thereon which is or may become an annoyance or nuisance, either temporarily or permanently, consistent with City Ordinance, and except as provided for in Section VII, Section 10 of this Declaration.
- (y) Maintenance of Lot. The Owner of any Lot, whether vacant or improved, shall keep the Lot free of debris and shall keep the Lot mowed so that the grass or weeds do not exceed six (6) inches in height. Each Owner of a Lot shall cut such grass or weeds and/or remove such debris within fifteen (15) days after such Owner receives written notice given by certified mail, return receipt requested, or delivered in person, from the Association or from any Owner within five hundred (500) feet of such Lot. If the grass or weeds are not mowed within fifteen (15) days of receiving notice, the Association or Owner within five hundred (500) feet of the offending Lot shall have the right and easement to enter upon the premises and mow or cut the weeds or grass or remove the offending debris at the expense of the Owner of the Lot where such grass or weeds are not so mowed or such debris is located, and shall have a right of action against the Owner of such Lot for collection of the cost thereof, plus the reasonable costs, including attorney's fees, of collecting such amount, plus interest at the lesser of (a) twelve percent (12%) per annum or (b) the maximum rate allowed by law, from the date such cost is incurred, and shall have a lien against such Lot from the day an affidavit reciting the giving of such notice, the performance of such work and the cost thereof is filed in the Office of the Recorder for Warren County, Iowa until such amount, plus the reasonable costs, including attorney's fees of collecting such amount and costs of filing of such lien, incurred by the lienholder is paid.
- (z) Construction Clean Up and Maintenance. Each Owner shall confine all of its construction activities solely to its Lot, shall keep its construction site clean, shall prevent any damage to any of the Declarant Improvements constructed or to be constructed by Declarant or by anyone else, and shall prevent any dirt, construction debris or other material from its Lot from being washed, blown, thrown, dumped, deposited or otherwise getting into the storm sewers, any storm water detention ponds, any overland flowage ways, the public streets, the public sidewalks or trails, the Open Space Areas, or onto any other Lot in Holland Pointe. Weekly clean up of trash and debris is required. During construction, the Owner shall install and maintain silt fences or equivalent erosion control on the downhill property line(s) from construction on its Lot. Owners are responsible for their contractors or subcontractors. Such Owner shall promptly repair any such damage and restore all such facilities, other Lots and public streets to their condition immediately prior to such damage, destruction or deposit of dirt, construction debris or other material. If an Owner fails to adequately keep its construction site or the street clean or fails to repair any such damage and restore such facilities, other Lots or public streets, and such failure continues for more than three (3) days after written notice from the Declarant in whose plat such Lot is located or the Association, then such Declarant or the Association shall have the right and easement to enter upon the premises and perform such clean up, repair or restoration at the expense of the Owner of the Lot where such construction site is not adequately maintained or whose construction activity caused dirt and debris to be deposited upon the Lots of others or the public streets, and shall have a right of action against the Owner of such Lot for collection of the cost thereof, plus the reasonable costs, including attorney's fees, of collecting such amount, plus interest at the lesser of (a) twelve percent (12%) per annum, or (b) the maximum rate allowed by law, from the date such cost is incurred, and shall have a lien against such Lot from the day

an affidavit reciting the giving of such notice, the performance of such work and the cost thereof is filed in the Office of the Recorder for Warren County, Iowa until such amount, plus the reasonable costs, including attorney's fees, of collecting such amount and costs of filing of such lien, incurred by the lienholder is paid.

- (aa) Rules and Regulations. The Board of Directors of the Master Association shall have the right to adopt reasonable rules and regulations governing the Common Areas, as the case may be, and such rules shall be observed and obeyed by the Owners.
- (bb) Obstruction/Storage. There shall be no obstruction of any of the Master Common Areas. Nothing shall be stored upon any of the Master Common Areas without the approval of the Master Association.
- (cc) No Alteration. Nothing shall be altered in, constructed in, or removed from the Master Common Areas except upon written consent of the Board of Directors of the Master Association.
- (dd) Insurance. Nothing shall be done or kept in the Common Areas which will increase the rate of insurance on the Master Common Areas without the prior written consent of the Master Association. No Owner shall permit anything to be done or kept in the Master Common Areas which will result in the cancellation of insurance on any part of the Master Common Areas, or which would be in violation of any law.
- (ee) No Waiver. Failure of the Master Association to enforce any covenant, condition or restriction of this Declaration, Bylaws of the Master Association, or rules and regulations adopted pursuant thereto, shall not constitute a waiver of this right to enforce the same thereafter.
- (ff) Fines and Liquidated Damages. In addition to the enforcement rights granted to the Master Association for collection of assessments, the Master Association shall have the right to maintain any action at law or in equity appropriate for the enforcement of the rules and regulations, the covenants, conditions and restrictions contained in this Declaration and Bylaws of the Master Association. The Master Association is specifically granted a right to obtain affirmative or negative injunctions, restraining orders and similar equitable relief for repeated violations by any person whatsoever. The Master Association shall have the right to adopt a schedule of fines and/or liquidated damages to be imposed upon Owners violation of the rules and regulations and other conditions set forth in this Declaration.

ARTICLE IX **EMINENT DOMAIN**

Payment for the taking of a portion of the Master Common Areas by eminent domain or the conveyance under threat thereof shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Master Association.

ARTICLE X **DESTRUCTION, CASUALTY AND REPAIR**

In the event the proceeds of insurance are not sufficient to repair damage or if destruction is caused by any peril not herein required to be insured against, then the repair or reconstruction of the damaged Master Common Areas shall be accomplished promptly by the Master Association as a Master Expense. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same

shall have all the priorities heretofore provided for in this Declaration and by the bylaws of the Master Association.

ARTICLE XI **INSURANCE**

Section 1. Minimum Insurance. The Master Association shall obtain and maintain at all times, to the extent available, at a minimum, liability insurance in such amounts and in such forms as may be considered appropriate and reasonable by the Master Association (“Master Association Insurance”).

Section 2. Premiums. The premiums for the insurance coverage shall be a Master Expense to be included in the monthly assessments levied by the Master Association against the Owners. The premiums attributable to coverage on the Master Common Areas shall be apportioned among the Units.

Section 3. No Contribution. In no event shall the insurance coverage obtained and maintained by the Master Association be brought into contribution with insurance purchased by Owners or their mortgagees, or the Sub-Associations.

Section 4. Additional Insurance. Each Owner and each Sub-Association shall be solely responsible for and should obtain such additional insurance as such Owner and as such Sub-Association deems necessary or desirable at their own expense.

Section 5. Attorney-in-Fact. Except as hereinafter provided, the Master Association shall receive and hold the amount payable under the Master Association Insurance and apply the same to the cost of reconstruction or repair of the damaged or destroyed Master Common Areas.

ARTICLE XII **GENERAL PROVISIONS**

Section 1. Right of Enforcement. All Owners covenant and agree, by acceptance of a deed to such Unit, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and that this Declaration may be specifically enforced by Declarant, the Master Association, any Sub-Association, or an adversely affected Owner and may pursue any and all remedies, at law or in equity, available under applicable Iowa law, and shall be entitled to recover reasonable attorney’s fees and the costs and expenses incurred as a result thereof.

Due to the nature and number of any given violations under this Declaration, Declarant reserves the right to decline any such action and leave notice, documentation and reporting up to the discretion of the homeowners to resolve among themselves and consistent with this Section.

Section 2. Amendment. This Declaration may be amended in writing by an instrument signed and filed of record in the Warren County Recorder’s Office, certified by the President and Secretary of the Master Association that the same has been approved by sixty percent (60%) vote of the Members; provided, however, that the Declarant does not own any interest in any Unit. Notwithstanding the foregoing, Declarant retains the sole right to amend the Declaration so long as the Declarant has an ownership interest in any Unit.

Section 3. Binding Effect. Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of the Declarant, the Master Association, and the Owners, and their successors and assigns and all parties and persons

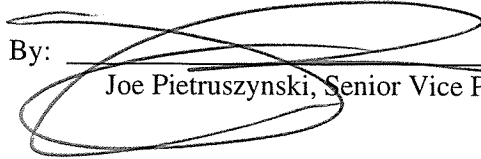
claiming under any of them for an initial period of twenty-one (21) years after the date they are recorded in the Warren County Recorder's Office, and shall automatically renew for successive terms of ten (10) years each, unless sooner modified or terminated, and shall be deemed covenants that run with the land.


Section 4. Severability. In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provision of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

Section 5. Captions. The captions of the articles, sections and any paragraphs, of this Declaration, or lack thereof, are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

[SIGNATURES ON FOLLOWING PAGES]

HRC Norwalk, LLC, an Iowa limited liability company,
By: Hubbell Realty Company, Managing Member

By: 
Joe Pietruszynski, Senior Vice President

By: 
BJ Miller, Assistant Secretary

STATE OF IOWA, COUNTY OF DALLAS) ss:

This instrument was acknowledged before me on August 31, 2021 by Joe Pietruszynski and BJ Miller, Senior Vice President and Assistant Secretary, respectively, of Hubbell Realty Company, an Iowa corporation and the Managing Member of HRC Norwalk, LLC, an Iowa limited liability company.



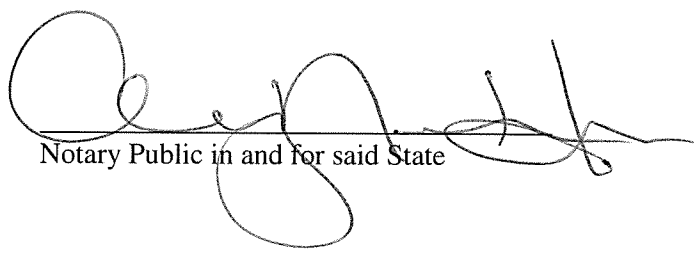

Notary Public in and for said State

EXHIBIT A
PROPERTY

DESCRIPTION RECORDED IN BOOK 2007 PAGE 5122 - DAVIS BROWN #3009497
COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 77 NORTH, RANGE 24 WEST OF THE 5TH P.M., IOWA, THENCE NORTH 90 DEGREES-00'-00" WEST ONE THOUSAND FOUR HUNDRED SIXTY-TWO AND SEVENTY-SEVEN HUNDREDTHS FEET (1462.77') TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF SECTION 7, THENCE SOUTH 1 DEGREE-28'30" WEST THREE HUNDRED SIXTY-FIVE AND FIFTY-FOUR HUNDREDTHS FEET (365.54'), THENCE SOUTH 89 DEGREES-47'30" WEST TWO HUNDRED SIXTY-FOUR AND SEVENTY-FOUR HUNDREDTHS FEET (264.74'), THENCE NORTH 1 DEGREE-28'30" EAST THREE HUNDRED SIXTY-SIX AND FIFTY-ONE HUNDREDTHS FEET (366.51') TO THE NORTH LINE OF SAID SECTION 7, THENCE NORTH 90 DEGREES-00'-00" EAST TWO HUNDRED SIXTY-FOUR AND SEVENTY-ONE HUNDREDTHS FEET (264.71') TO THE POINT OF BEGINNING, ALL AS SHOWN ON PLAT OF SURVEY, DRAWING NO. 1889.1-1 BY HILLER ENGINEERING.

AND

DESCRIPTION RECORDED IN BOOK 2014 PAGE 8987 - DAVIS BROWN #3009538
COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 77 NORTH, RANGE 24 WEST OF THE 5TH P.M., IOWA, THENCE NORTH 90°00'00" WEST 1805.75' TO THE POINT OF BEGINNING. SAID POINT BEING ON THE NORTH LINE OF SAID SECTION 7, THENCE SOUTH 1°28'30" WEST 366.79', THENCE SOUTH 89°47'30" WEST 266.60', THENCE NORTH 1°28'30" EAST 367.76' TO THE NORTH LINE OF SAID SECTION 7, THENCE NORTH 90°00'00" EAST 266.57' TO THE POINT OF BEGINNING.

AND

DESCRIPTION RECORDED IN BOOK 2014 PAGE 5248 - DAVIS BROWN #3008752
PARCEL "K" OF THE SURVEY BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 77 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF NORWALK, WARREN COUNTY, IOWA, AS SHOWN IN BOOK 2013, PAGE 12141 IN THE OFFICE OF THE WARREN COUNTY RECORDER.

AND

DESCRIPTION RECORDED IN BOOK 2014 PAGE 9619 - DAVIS BROWN #3008803
PARCEL "P" OF THE SURVEY BEING A PART OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 77 NORTH, RANGE 24 WEST OF THE 5TH P.M., WARREN COUNTY, IOWA, AS SHOWN IN BOOK 2014, PAGE 8723 IN THE OFFICE OF THE WARREN COUNTY RECORDER, EXCEPT A PLAT OF SURVEY OF PARCEL "Q" OF PARCEL "P" AND A PLAT OF SURVEY OF PARCEL "R" OF PARCEL "P" OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 77 NORTH, RANGE 24 WEST OF THE 5TH P.M., IOWA AS SHOWN IN BOOK 2016, PAGE 1450 IN THE OFFICE OF THE WARREN COUNTY RECORDER.

AND

DESCRIPTION RECORDED IN BOOK 2007 PAGE 5121 - DAVIS BROWN #3009451

A TRACT OF LAND LOCATED IN THE W 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 77 NORTH, RANGE 24 WEST OF THE 5TH P.M., WARREN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 7; THENCE N 89°07'59" E ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION, A DISTANCE OF 584.11 FEET; THENCE S 00°35'40" W ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 265, PAGE 136, A DISTANCE OF 367.82 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE N88°56'59" E ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 266.62 FEET TO THE EAST LINE OF SAID TRACT; THENCE N 00°36'08" E ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 366.97 FEET TO THE NORTH LINE OF SAID NE 1/4; THENCE N 89°07'59" E ALONG SAID NORTH LINE, A DISTANCE OF 78.29 FEET TO THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK IRREGULAR PLAT BOOK 4, PAGE 5 OF 77-24; THENCE S 00°36'10" W ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 366.65 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE N 88°53'38" E ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 264.67 FEET TO THE EAST LINE OF SAID TRACT; THENCE N 00°36'07" E ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 365.54 FEET TO THE NORTH LINE OF SAID NE 1/4; THENCE N 89°07'59" E ALONG SAID NORTH LINE, A DISTANCE OF 131.28 FEET TO THE EAST LINE OF THE W 1/2 NE 1/4 OF SAID SECTION; THENCE S 00°44'36" W

ALONG SAID EAST LINE, A DISTANCE OF 2,660.68 FEET TO THE SOUTH LINE OF SAID NE1/4; THENCE N 89°53'36" W ALONG SAID SOUTH LINE, A DISTANCE OF 1,324.03 FEET TO THE CENTER OF SAID SECTION; THENCE N 00°43'57" E ALONG THE WEST LINE OF SAID NE 1/4, A DISTANCE OF 2,638.16 FEET TO THE NORTH LINE OF SAID NE 1/4 SECTION AND POINT OF BEGINNING, AS SHOWN ON THE PLAT OF SURVEY (RETRACEMENT SURVEY) RECORDED IN BOOK 2006, PAGE 2256 IN THE OFFICE OF THE WARREN COUNTY RECORDER.