



Doc ID: 009001240024 Type: CL-COVNT
 Recorded: 03/06/2023 at 11:56:13 AM
 Fee Amt: \$122.00 Page 1 of 24
 Dallas County Iowa
 ReNae Arnold RECORDER
 File#

BK **2023** PG **2787**

Prepared by and return to: Ashley N. Mleynek, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, IA 50366 (515) 280-2013

SPACE ABOVE THIS LINE FOR RECORDER

**DECLARATION OF COVENANTS, CONDITIONS,
 EASEMENTS AND RESTRICTIONS
 APPLICABLE TO WAUKEE CROSSING HOMEOWNERS ASSOCIATION
 FOR SINGLE FAMILY LOTS**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS APPLICABLE TO WAUKEE CROSSING HOMEOWNERS ASSOCIATION is made this 2 day of March 2023, by **HRC WAUKEE CROSSING, LLC**, an Iowa limited liability company (the "Declarant").

WHEREAS, Declarant owns and desires to establish and place residential covenants, conditions and restrictions and to reserve certain easements, all as hereinafter specifically set forth, for the benefit of the Owners (as defined in 1.01(l)) of Lots (as defined in Section 1.01(i)) and of Units (as defined in Section 1.01(r)) in Waukee Crossing and to provide for the Association (as defined in Section 1.01(a)) to operate and maintain common elements of Waukee Crossing.

NOW, THEREFORE, Declarant hereby declares that the Property (as defined in 1.01(n)) shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

1.01 Intent. It is the intent of this Declaration to provide conditions, covenants, easements, restrictions, and reservations to ensure the proper use and appropriate development of improvements to each Lot in Waukee Crossing so that Waukee Crossing is developed as a harmonious and integrated development, and to protect the value and desirability of property within Waukee Crossing. It is further the intent to provide for the Association to perform the operation, maintenance, repair, replacement, alterations, improvement or modification of the Declarant Improvements (see Section 1.02(g)) and to perform the installation, operation, maintenance, repair, replacement, alteration, improvement or modification within Waukee Crossing.

1.02 Definitions.

- (a) **“Association”** shall mean Waukee Crossing Homeowners Association, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa, and its successors and assigns.
- (b) **“Association Lot”** shall mean Outlot Z, Waukee Crossing Plat 3, and any Lot that is owned by the Association for the use and benefit of members of the Association and on which, either by recorded restrictions, recorded plats or zoning, no single-family home may be constructed.
- (c) **“Board”** shall mean the Board of Directors of the Association duly elected in accordance with the Articles of Incorporation and Bylaws of the Association.
- (d) **“Builder”** shall mean any company, corporation, partnership, or individual contractor with the sole purpose of constructing a single-family home on a Lot.
- (e) **“City”** shall mean the City of Waukee, Dallas County, Iowa.
- (f) **“Declarant”** shall mean HRC Waukee Crossing, LLC, an Iowa limited liability company, and its successors and assigns as to the entirety of the undeveloped portion of Waukee Crossing that has not theretofore been conveyed to home builders or home owners unless the context indicates otherwise.
- (g) **“Declarant Improvements”** shall mean those public streets and improvements Declarant is to construct as part of the platting of any plats within Waukee Crossing, 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.
- (h) **“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.
- (i) **“Improvements”** shall mean and include a single-family home, outbuildings, driveways, parking areas, sidewalks, walking trails, play equipment, swimming pools, fences, walls, hedges, signs, lawns, landscaping, lighting, storm water infrastructure, flag poles and any structure of any type or kind, and all additions to any of the foregoing.
- (j) **“Lot”** shall mean any platted lot, tract, or portion thereof, or two or more contiguous lots, tracts, or portions thereof in Waukee Crossing, including real estate subject to recorded easements, but shall not include any land deeded to the City.
- (k) **“Occupant”** shall mean an Owner and any person from time to time entitled to use and occupy any building, or any part of any building on a Lot, under any lease, deed, license or other instrument or arrangement by which such person has acquired rights with respect to the use and occupancy of any building or part of a building on a Lot in Waukee Crossing.
- (l) **“Owner”** shall mean the person or persons who from time to time collectively hold the entire fee title to any Lot, as applicable, in Waukee Crossing, including sellers under executory contracts of sale, (but shall not include any person 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 loan documents), and the use of the singular shall include the plural.
- (m) **“Property”** shall mean as it is defined in Exhibit A.

(n) **“Lot”** shall mean any platted lot, tract, or portion thereof, or two or more contiguous lots, tracts, or portions thereof in Waukee Crossing, including real estate subject to recorded easements, but shall not include any land deeded to the City.

(o) **“Waukee Crossing”** shall mean the real estate described in Exhibit “A” attached hereto together with 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, except streets, parks and other lots, if any, conveyed to the City (as defined in Section 1.02(d)), developed in any plats of any part of the property described in “Exhibit “A” or in any plats of any part of any additional property which is hereafter made subject to this Declaration pursuant to one or more amendments to this Declaration, and any replats of any portions of any of said plats or parcels 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.

(p) **“Unit”** shall mean a single-family residential dwelling on a Single-Family Lot.

(q) **“Zoning Ordinance”** shall mean the zoning ordinances of the City of Waukee, Iowa, as the same may be amended from time to time.

(r) Words and phrases in this Declaration, including the acknowledgment, shall be construed as in the singular or plural number, unless the context permits only one such number.

(s) Words defined elsewhere in this Declaration shall have that meaning throughout the Declaration and not just in the Section in which such word is defined, unless the definition expressly states otherwise.

ARTICLE II

GENERAL USE RESTRICTIONS AND BUILDING SPECIFICATIONS

The Lots in Waukee Crossing shall be held, occupied, sold and conveyed subject to the following use restrictions and building specifications, as well as those restrictions set forth elsewhere in this Declaration:

1.01 Uses.

(a) Single-Family Residences. The use of the Lots in Waukee Crossing shall be limited to single-family residential dwellings and shall be developed with not more than one single-family dwelling on each 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 Waukee Crossing.

(b) 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 Section 2.20 and as required by the Iowa Department of Natural Resources and the Environmental Protection Agency.

(c) 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 Waukee Crossing. 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.

2.02 Architectural Standards. The following architectural standards shall apply to the development of all Lots in Waukee Crossing:

(a) **Character.** No building or structure shall be constructed, altered or maintained upon any Lot other than a detached single-family dwelling with an attached or detached private garage and may have such other accessory structures permitted by this Declaration. In order to preserve the general design for development of the Lots in Waukee Crossing, no single-family dwelling 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 Waukee Crossing 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.

(b) **Siding.** 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. Siding shall not have a reveal of greater than 8". 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.

(c) **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 and 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.

(d) **Garages.** All single-family homes shall have, as a minimum, a two-car attached garage.

(e) **Minimum Single-Family House Sizes.** All single-family homes shall contain a minimum square footage of living space exclusive of attached garages, breezeways, porches, and finished basement areas as follows:

- (i) One-story dwellings must have a minimum of 1,200 square feet of finished area directly under the roof.
- (ii) Two-story dwellings must have a finished floor area of at least 1,300 square feet.
- (iii) All split-level, raised ranch, or split foyer dwellings must have a minimum of 1,400 square feet of finished area directly under the roof.

(f) **Minimum Finished Basement Floor Levels.** If a minimum basement elevation requirement is shown on the final plat of the applicable Lot the single-family home constructed on such Lot shall have a finished basement floor elevation as shown on the applicable final plat.

(g) **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 Waukee Crossing 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.

(h) Building Elevation and Drainage Standards. The finished grades for single-family homes constructed on each Lot shall be established to permit positive drainage away from such single-family homes and provide finished grades as shown on the Final Plat.

2.03 Landscaping.

(a) Single-Family Lots. On each Lot, the Owner at the time the dwelling is first occupied is required to plant, within one-hundred twenty (120) 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*), Ulmus Elm (Triumph Elm), Northern Red Oak (*Quercus borealis*), Burr Oak (*Quercus macrocarpa*), or Tilia American Linden (Americana Linden), or Tilia Silver Linden (*Tomentosa*), or any other species approved by Declarant, in writing, or once the Declarant no longer owns any Lots in Waukee Crossing or has delegated such approval to the Association, approved by the Board, a copy of which additional approved trees shall be kept on file with the Association, (hereinafter such species of trees shall be referred to as "Front Yard Trees"), in the front yard of the Lot, or outside the public right-of-way.

(b) 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. Within one-hundred twenty (120) days after completion of the single-family home upon a Lot, and with the exception of permitted landscaping features, the front yard, side yards and the twenty-five feet (25') of the rear yard measured from the rear of the dwelling foundation shall be fully sodded, and the remainder of the rear yard to the rear lot line shall be seeded or sodded

If weather conditions make it impossible to comply with the foregoing requirement, Declarant, or if Declarant no longer owns any Lots in Waukee Crossing or has delegated such approval to the Association, the Board, shall establish a reasonable period of time for compliance.

2.04 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 Waukee Crossing or has delegated such approval to the Association, the Board, in writing.

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

(b) Notwithstanding anything in this Declaration to the contrary, no Owner shall have the right to erect a fence within or across any easement area shown upon the Final Plats of any plats within Waukee Crossing without the prior consent of the City or utility company or companies for whose benefit such easement runs. 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. Declarant and Association shall have the right to remove any unauthorized obstructions or structures placed or erected on the Easement Areas and the right to restore any changes made by any Lot Owner. Lot Owner shall reimburse Declarant and Association for the cost incurred from removal of any unauthorized obstructions and restoration of the easement area.

(c) The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. 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.

(d) No fences shall be built forward of the center line of the single-family home. 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.

(e) No fences are allowed within the Landscape Buffer Easement. Fences that abut the Landscape Buffer Easement 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.

(f) 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.

2.05 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 Waukee Crossing, 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.

2.06 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. No such improvements shall be located closer than thirty-five feet (25') from any lot line.

2.07 Driveways. No single-family home shall be constructed, altered, or maintained on any Lot unless it has a driveway from a street running to the single-family dwelling. All parking and driveway areas shall be hard surfaced, using a suitable thickness of Portland cement, or clay or concrete interlocking pavers installed in a manner suitable for vehicular traffic.

2.08 Sidewalks. Except as hereinafter expressly provided to the contrary, five-foot (5.0') wide public sidewalks are required within the public right-of-way along all public streets abutting Lots on one side of the public right-of-way, as shown on the Final Plat for such portion of the development, provided, however, Declarant may allow a lesser width of sidewalk for such distance as necessary to avoid a conflict between sidewalk and any fire hydrants. At the time a building is built upon such a Lot, the Owner of the Lot shall be responsible for construction of the public sidewalk along the portion of public street frontage(s) abutting said Lot and within any sidewalk easement areas on such Lot according to City specifications. Declarant shall have no obligation to a purchaser of a Lot to install sidewalks.

2.09 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, 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. If the Owner of a Lot has not removed such holiday display within fifteen (15) days after such Owner receives written notice from the Declarant, the Association or from any Owner within five hundred (500) feet of such Lot, the Declarant or the Association 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 Dallas 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.

2.10 Motor Vehicles, Boats, Recreational Vehicles, Trucks and Tents. No inoperable vehicle, and no camper (including fold down camper), motor home, boat, tractor, trailer, cube 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 and no longer than three (3) consecutive days.

2.11 Temporary Structures; Mobile Homes. With the exception of temporary sales offices placed by Declarant or its agents, there shall be no temporary structures or partially completed structures shall be erected or occupied on any Lot and no home or other building shall be moved onto any Lot from outside Waukee Crossing. No mobile homes shall be permitted to be located upon or occupied on any Lot at any time.

2.12 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. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or any other purpose.

2.13 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 the Association or delegated this responsibility to the Association, the Board 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 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.

2.14 Towers and Antennas. 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.

2.15 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 Section 2.15. Owners shall not keep more than two (2) dogs, or two (2) cats, or one (1) of each a dog and a cat at one time on the Lot. 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 any common areas or other Lots. 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. 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.

Animal runs and animal houses 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 twenty-five (25) square feet in area.

2.16 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 Waukee Crossing; and to have agents and employees equipment and material on any Unit used as a model or sales office.

2.17 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.

2.18 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 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, unless specifically approved by Declarant, or if the Declarant no longer owns any lots or has delegated such consent to the Association, by the Board of the Association.

2.19 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.

2.20 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 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 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 Dallas 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.

2.21 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 Waukee Crossing. 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 Dallas 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.

2.22 Intentionally deleted.

2.23 Requirement and Limitations with Respect to Public Easements Located upon an Owner's Lot. Easements for the installation and maintenance of sanitary sewers, public utilities, storm sewers, surface water flowage areas and drainage ponds and related facilities, water mains, and/or ingress/egress are reserved as shown on the recorded plats of any portion of Waukee Crossing as the same hereafter are filed from time to time, or any replat of any portion thereof. The Owner of any Lot in Waukee Crossing shall, at such Owner's expense, keep and preserve that portion of such easements within such Owner's property, at all times, in good condition, and shall neither erect nor permit erection of any building or structure of any kind nor permit any growth of any kind within such easement area nor change the grade of any such easement area in any manner that might interfere in any way with the use, maintenance, repair, restoration or replacement of any of the utility services, drainage, or sidewalks located in said easement area, without the prior consent of the City, or utility company or person or entity for whose benefit such easement runs. Any such building or structure erected, growth permitted, or change in grade made within an easement area without such consent may be removed or regraded by the person for whose benefit such easement runs in the exercise of any rights granted by such easement without any obligation to such Owner to restore, repair or replace such building, structure, growth or change in grade.

2.24 Signage. Signage within Waukee Crossing impacts the aesthetics of the neighborhood and property values. All signage shall meet the following requirements and restrictions:

(a) In connection with the development of any plat within Waukee Crossing, 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 Waukee Crossing or otherwise delegates this responsibility to the Association, the approval of the Board.

(b) In connection with the construction of any residence or building upon any Lot in Waukee Crossing 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 Waukee Crossing or otherwise delegates this responsibility to the Association, the written approval of the Board.

(c) Once a Unit is sold and occupied as a residential dwelling unit, signage on that Unit shall be approved in writing by Declarant or, after Declarant delegates such function to the Association or no longer owns a Lot in Waukee Crossing, approved by the Board. Signs permitted by Declarant or the Board shall only be displayed for such time as authorized by Declarant or the Board, as applicable. Approved 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. Declarant reserves the right to display signs without obtaining prior written consent from the Board.

ARTICLE III

PRIVATE EASEMENTS

3.01 Signage and Entrance Landscaping Features.

(a) Declarant hereby grants to the Association, for and on behalf of the Owners of all Lots within Waukee Crossing, an easement for the purpose of installing, maintaining, operating, repairing, replacing and removing signage, flags, other entrance features and landscaping in, on, over, and under such easement areas as are dedicated for such purposes by the Association on the Common Elements. The Association shall be responsible, at its cost, to maintain, repair, and replace the signage in any easement conveyed to the Association. The respective Single Family Owners shall be responsible, at their cost, for the maintenance, repair, and replacement of landscaping within the portion of any Single-Family Lot.

3.02 Association Outlots to be Conveyed to and Maintained by the Association.

(a) Various Outlots may be developed as Open Space Areas within the Waukee Crossing development and if so developed, will be conveyed to the Association. These areas shall be developed with landscaping, and may be developed with playground equipment, play fields, benches, garden areas or other amenities as determined by the Developer or the Association. These Open Space Areas shall be subject to an easement that is hereby granted to the Owners of Lots within Waukee Crossing for the use and enjoyment of the residents of Waukee Crossing 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 Waukee Crossing 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. As the Open Space Area is to be maintained and managed in its natural state, neither the Declarant 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) Except as provided in the following sentence, nothing in this Declaration shall grant any person, other than an Owner or Occupant of any Lot within Waukee Crossing or any of their family members or guests, an easement or right to use any of these Open Space Areas or to travel over, through, or across any of these Open Space Areas. Notwithstanding the prior sentence, the Declarant hereby grants the City, for and on behalf of members of the general public a non-exclusive easement for the members of the general public to walk, bicycle, roller skate or ride a non-motorized scooter over, through and across any pedestrian and bike trails constructed within said Open Space Area, to use any adjacent benches located within four (4) feet of said pedestrian and bike path, subject to such reasonable rules and regulations as the Association may promulgate; provided, in no event shall anyone have the right to operate a motor vehicle or other motorized means of locomotion over, through and across such pedestrian and bike paths.

