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Polk County Iowa
JULIE M. HAGGERTY RECORDER
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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FALCON RIDGE TOWNHOME ASSOCIATION**

COMES NOW, Falcon Ridge Townhome Association, an Iowa Corporation (“Association”) and, in support of this DECLARATION, states and provides as follows:

RECITALS

WHEREAS, Association desires to establish and place certain covenants, conditions and restrictions and to reserve certain easements, on all lots within the following described real property (the “Property”):

Lots 1-4 and Outlot V of Falcon Ridge Plat 3 and Lots 5-16 and Outlots W, X, Y, Z, XX and YY of Falcon Ridge Plat 5, Official Plats, now included in and forming a part of the City of Altoona, Polk County, Iowa.

WHEREAS, Association is previously governed by a Declaration of Covenants, Conditions and Restrictions filed in the Office of the Polk County Recorder on December 6, 1994 in Book 7126 at Page 619, and now desires to supplant and replace said Declaration with this Amended and Restated Declaration.

NOW, THEREFORE, Association hereby declares that the “Property” shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, uses, limitation, easements and obligations, all of which are declared to be for the purpose of protecting the value and desirability of the “Property” and which shall run with the land and shall be a burden and a benefit to any person (or their grantees, successors, heirs, executors, administrators, devisees and assigns) owning an interest in the Property, or the improvements and appurtenances thereto. Association further declares this Amended and Restated Declaration replaces in their entirety any and all prior Declarations and Amendments thereto.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Falcon Ridge Townhome Association, Inc., its successors and assigns, a non-profit corporation organized pursuant to Chapter 504A of the 1993 Code of Iowa, as amended.

Section 2. "Association Responsibility Elements" shall mean the following:

- (a) The exterior surface of the Buildings upon a Lot, including windows and doors for insurance and casualty replacement.
- (b) The structural portion of the Buildings upon a Lot.
- (c) The downspouts, gutters and foundations of the Buildings upon a Lot.
- (d) Any common wall between Living Units within a Lot for insurance and casualty replacement.
- (e) The yard surrounding the Living Units within a Lot.
- (f) Streets, driveways and sidewalks of each Living Unit upon a Lot.
- (g) Conduits, ducts, plumbing, wiring, pipes and other facilities of the residential structure that are carrying any service to more than one Lot.
- (h) The private storm and sanitary sewers, private water mains and storm waste drainage and detention areas located on the "Property".
- (i) Common area landscaping, signage, and the multi-unit postal mail boxes.
- (j) Any off-street parking for guests.

(k) Owners are responsible for maintenance, repair and replacement of the following elements which are NOT Association Responsibility Elements:

1. Windows, doors and garage doors except for casualty.
2. Interior walls, ceilings, wall covering, floor coverings, and window coverings.
3. Decks, patios, stairs, steps, stoops and landings.
4. Basement and garage floors.
5. Window wells.
6. Exterior light fixtures, electrical outlets and plumbing fixtures.
7. Heating and air conditioning equipment.
8. All exterior vents (such as dryer, sewer or furnace)
9. Fixtures and appliances within a Member's Living Unit, including but not limited to: stoves, refrigerators, central vacuum systems, water heaters, dehumidifiers,

furnaces, air conditioners, water softeners, garage door openers, garbage disposals, and security systems.

10. Any and all additional real property, personal property or plantings constructed or installed on a Building or in the Common Area.

Association shall not be responsible for any builder defects within a Member's Living Unit.

Section 3. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 4. "Building(s)" shall mean and refer to any structure(s) containing one or more single-family living units that may be constructed on a Lot or on several Lots and shall include any attached garage conveyed with the Lot on which the Building(s) is (are) situated.

Section 5. "Common Area" shall mean and refer to any land within the Property that is not a Lot.

Section 6. Intentionally Omitted.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions to which the Property is subject.

Section 8. Intentionally Omitted.

Section 9. "Federal Mortgage Agencies" shall mean and refer to those federal agencies that have or may come to have an interest in the Property, or any portion thereof, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 10. "Living Unit" shall mean and refer to any portion of a Building situated upon a Lot and designed and intended for use and occupancy as a residence by a single family or individual consistent with the City of West Altoona.

Section 11. "Lot" shall mean and refer to Lots 1-4 of Falcon Ridge Plat 3 and Lots 5-16 of Falcon Ridge Plat 5.

Section 12. "Management" shall mean the Association Property Manager.

Section 13. "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association.

Section 14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an undivided fee simple interest to any Lot, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the Property by provision or operation of law. In the event that the

Owner is a corporation, limited liability company, or a trust, then the voting Member of the Lot shall be an officer of the entity or a beneficiary of the trust.

Section 15. "Property" shall mean and refer to that certain real property described in the Recitals above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 16. "Singular, Plural and Gender": Whenever the context so permits or requires, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

ARTICLE II QUALIFICATIONS TO OWNERS' RIGHTS

Section 1. Obligations of the Association: No person other than the Owner and Owner's invitees shall have the right to enter upon, use or affect an Association Responsibility Element located within a Lot, except that the Association and its designates may enter upon and within a Lot and the Buildings located thereon at reasonable times for the following purposes:

1. Installation, repair, removal, replacement or inspection of an Association Responsibility Element;
2. Enforcement of any provision of this Declaration or the Articles of Incorporation or the By-Laws of the Association;
3. Mowing and maintenance of grass and landscaped areas; and
4. Snow removal on streets, sidewalks, and driveways.

In the event that the need for maintenance or repair of any portion of any Association Responsibility Element is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family members, lessees, or other occupants or guests or invitees of an Owner, the cost of such maintenance or repair shall be added to and become part of the assessment to which the Owner is subject and a lien upon Owner's undivided interest in the Lot and Living Unit of such Owner and shall become due and payable upon demand.

Section 2. Owners' Easements of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to such Owner's Lot which may be delegated to family members, lessees or other occupants and guests or invitees of every Owner, (subject to any reasonable and nondiscriminatory rules and regulations which may be enacted by the Association) which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

1. The right of the Association to suspend the voting rights of the Owner for any period during which any assessment against Owner's Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations; provided, however, that nothing contained in this paragraph shall be deemed to deny an Owner access to and from Owner's Lot;
2. The right and obligation of the Association to maintain sewer and other underground utilities within the Property;

3. The rules and regulations promulgated and published by the Association's Board of Directors, the Articles of Incorporation and Bylaws, and those accompanying this Declaration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership: Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. Ownership of a Lot shall be the sole qualification for membership.

Section 2. Member Voting Rights: Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Board of Directors: The Members shall elect a Board of Directors of the Association as prescribed by the Association's By-laws. The Board of Directors shall manage the affairs of the Association.

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

Any member whose voting rights have been suspended shall be entitled to due process for appealing suspension as provided in Article XIII Due Process of this Declaration or by the published Rules and Regulations of the Association.

Section 5. Notice of Member's Meetings: Unless the Articles of Incorporation or the Bylaws otherwise provide, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the president or secretary, or the officer or persons calling the meetings, to each Member entitled to a vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

ARTICLE IV COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Association, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs and

reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, senior to all liens except a first mortgage of record any ad valorem taxes. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Property, for the improvement and maintenance of the Common Area and the Living Units, and for other purposes specifically provided herein.

Section 3. Monthly Assessment: The Board of Directors shall set the monthly assessment. A portion of such monthly assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Association Responsibility Elements. The Board of Directors shall set any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase.

Section 4. Special Assessments for Capital Improvements and Operating Deficits: In addition to the monthly assessments authorized above, the Board of Directors may levy a special assessment, including payment terms and fines or penalties for non-payment, for the purpose of defraying, in whole or in part, the cost of any extraordinary snow removal, landscaping, irrigation, any construction, reconstruction, repair or replacement of a capital expenditure, which the Association is required to maintain or for operating deficits which the Association may from time to time incur.

Section 5. Uniform Rate of Assessment: Both monthly and special assessments must be set at a uniform rate for all Lots and shall be collected on a monthly basis or as deemed by the Board of Directors.

Section 6. Date of Commencement of Monthly Assessments and Due Dates: The monthly assessments provided for herein shall commence as to each respective Lot on the first day of the first month that an Owner owns a Lot. Assessments are due and payable as of the 1st of each month and considered delinquent thirty (30) days after the due date. The Association will not be responsible for the proration of assessments between the Seller and the Buyer; instead they are to be handled, as agreed between the parties, at the purchase closing.

The maintenance responsibilities of the Association as to each Lot shall commence concurrently with the commencement of monthly assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 7. Assessments for Insurance: The premiums for all insurance policies carried by the Association shall be paid by the Association and the pro-rata cost thereof shall be incorporated in the monthly assessments to which each Lot shall be subject under the terms and provisions of this Article IV.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15% per annum and be subject to additional late fees and penalties as determined by the Board of Directors. 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 the costs of preparing and filing the petition in such action, including reasonable attorney's fees and all other related costs of collection. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of Owner's Lot.

Section 9. Subordination of Assessments Liens: If any Lot subject to a lien created by any provision in this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure. All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting owner personally.

ARTICLE V INTENTIONALLY OMITTED

ARTICLE VI MAINTENANCE

Section 1. Maintenance by Owners: The Owner of each Lot shall furnish and be responsible for, at the Owner's own expenses, all maintenance and repairs of any improvements or upgrades located thereon, except for the Association Responsibility Elements, but including all items enumerated in Article I Section 2 (k).

Section 2. Maintenance Obligations of Association: The Association shall provide all maintenance, repair and replacement of the Association Responsibility Elements. Notwithstanding the obligation of the Association set out in this section, the Owner shall be responsible for cooperating with the Association in securing any indemnification with respect to damage to an Association Responsibility Element.

Section 3. Intentionally Omitted.

Section 4. Responsibility for Willful or Negligent Acts: In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, Owner's family members lessees, other occupants, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessments to which such Lot is subject.

Section 5. Snow Removal: Unless and until otherwise determined by the Board of Directors of the Association, the Association shall be responsible for snow removal from the sidewalk, driveway and streets servicing the Property and each Living Unit, excluding all decks, patios, stoops and steps.

Section 6. Lawn Areas, Irrigation and Landscaping: Unless and until otherwise determined by the Board of Directors of the Association, the Association shall be responsible for the mowing of all areas and maintenance of the trees and plantings within the Common Area.

ARTICLE VII INSURANCE

Section 1. Insurance: The Association shall purchase a master casualty insurance policy or policies affording the Association extended coverage insurance insuring the Association Responsibility Elements in an amount consistent with the full replacement value of the Association Responsibility Elements. If the Association can obtain such coverage for reasonable amounts it shall also obtain "all risk" coverage. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Association, it may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the monthly assessment for each Lot on a pro rata basis. Such insurance coverage shall be for the benefit of the Association, each Owner, and, if applicable, the first mortgagee of each Lot.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insured (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, Owners, the representative agent and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, that the insured shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted.

Section 2. Liability Insurance: The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts, as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association, all Owners and all other persons entitled to occupy any Lot.

The Association shall also obtain any other insurance required by law to be maintained, including but not limited to, workers' compensation insurance, and such other insurance, as the Board of Directors shall from time to time be deemed necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association.

Section 3. Other Matters: Each Owner shall be deemed to have delegated to the Board of Directors Owner's right to adjust with the insurance companies all losses under policies purchased by the Association. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be furnished to each Owner or first mortgagee whose interest may be affected thereby.

Section 4. Distribution to Mortgagee: In no event shall the Board of Directors make any distribution of proceeds directly to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the Owner and Owner's mortgagee jointly.

Section 5. Additional Insurance: Each Owner shall be solely responsible for and may obtain such additional homeowner's liability insurance and casualty insurance as he deems necessary or desirable at Owner's own expense affording coverage upon Owner's property which is not part of the Association Responsibility Elements, and which is for Owner's personal liability. All such insurance shall contain the same provisions for waiver or subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association to insure the Association Responsibility Elements in the name of the Association. Owners' casualty insurance policies shall provide that they shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable by the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

Section 6. Casualty and Restoration: Damage to or destruction of any Association Responsibility Element due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose.

Section 7. Insufficiency of Insurance Proceeds: If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing or reconstructing the Association Responsibility Elements so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a special assessment against all Lots for such deficiency.

For the purposes of Section 6 above, repair, reconstruction and restoration shall mean construction or rebuilding of any Association Responsibility Element to as near as possible the same condition as it existed immediately prior to the damage or destruction with the same or similar type of architecture.

Section 8. Surplus of Insurance Proceeds: In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums shall be retained by the Association to be used as a reserve or for the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

ARTICLE VIII EASEMENTS AND ENCROACHMENTS

Section 1. General Easements: Each Lot shall be subject to the following easements in favor of the Association and the other Owners:

(a) Every portion of a structure upon a Lot, which contributes to the support of any structure not on the same Lot, is burdened with an easement of such support.

(b) Each Lot is burdened with an easement through the Lot and through the attic and basement of any structure thereon for conduits, ducts, plumbing, wiring, pipes and other facilities for the furnishing of utilities and services to other Lots, including the location of utility meters on one Lot for the service to other Lots.

(c) Each Lot is burdened with an easement of ingress and egress for the maintenance, repair and replacement of Association Responsibility Elements by the Association.

(d) Each Lot is burdened with an easement for surface drainage for the benefit of other Lots.

(e) Each Lot is burdened with an encroachment easement for minor encroachments of common walls due to settling, shifting or inexact location during construction.

(f) Each Lot is burdened with easements for public utilities and sidewalks as may be shown upon any recorded subdivision plat.

(g) Each Lot is burdened with an easement through the Lot but outside of any structure thereon for purposes of reasonable ingress and egress by other Lot Owners to the front and rear of the other Owner's Lot.

(h) Each Lot is burdened with any and all recorded easements, including any easements reserved or dedicated on the recorded plats.

(i) Various public and private easements pertaining to Lots within the Property are recorded with the Polk County Recorder, Polk County, Iowa.

Section 2. Drainage, Utility and Sewer Easements: As noted on the Plats there are reserved certain areas of the Lots for Drainage, Public Utility and Sewer Easements. In doing so, it is the intention of Association to provide the needed flexibility to itself, for the benefit of all Lots and Owners, to properly install and allow to be maintained all electrical, telephone, water, gas, sewer and other utility services, (including all lines, pipes, wires, cables, ducts, etc.) to the Living Units constructed on the various Lots. No other improvements or permanent structures (excluding walkways, driveways and fences) 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 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 3. Intentionally Omitted.

Section 4. Easement for Emergency Purposes: An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon the Property and all Lots and any pedestrian walkways or sidewalks.

Section 5. Intentionally Omitted.

Section 6. Encroachment: If, by reason of the location, construction, settling or shifting of a Building, any part of a Building consisting of single-family residence appurtenant to a Lot (hereinafter in this Article VIII referred to as the "Encroaching Unit") encroaches upon any minor portion of any other adjacent Lot, then, in such event, an exclusive easement shall be deemed to exist and run to the Owner of the Encroaching Unit for the maintenance, use and enjoyment of the Encroaching Unit and all appurtenances thereto. Upon the written demand from the owner of an Encroaching Unit, the owner of the Lot upon which said unit encroaches, shall deed to the owner of the Encroaching Unit that portion of the Lot upon which the Encroaching Unit is located. The deed shall be by Quit Claim Deed free and clear of any mortgages and encumbrances. All costs of abstracting, releases of mortgages, recording fees, engineering fees and legal fees shall be paid by the owner of the Encroaching Unit.

Section 7. Driveways and Access: There is hereby reserved and granted an easement for the benefit of each Lot served by a sidewalk and pedestrian walkway located partially or wholly on another Lot or Lots. This latter easement is for the purpose of allowing pedestrian access from the public street to the Lot served by each sidewalk or pedestrian walkway. No Owner, family member, other occupant, lessee, invitee or guest shall obstruct or allow obstructions on any sidewalk or pedestrian walkway, which would impair the use or access by the Lot Owner which such sidewalk or pedestrian walkway serves.

ARTICLE IX PARKING RIGHTS

Subject to the provisions of Article VIII, Section 7 above, the paved driveway in front of each Owner's garage shall be for the exclusive benefit of such Owner, family members, lessees, other residents, guests and other invitees. No one shall use these parking spaces for parking or storing of boats, snowmobiles, trailers, camping vehicles, or other recreational vehicles, or for parking of trucks or other commercial vehicles, except temporarily or incidentally for the making of pickup and deliveries to neighboring Lots. Bicycles, toys or other private property shall not be allowed to obstruct any driveway, nor shall the same be stored in the open, alongside building walls or other locations of public view. No vehicles shall be parked so as to impede access from or to any Lot or public street. No vehicles shall be parked so as to obstruct the garages or driveways of other Owners. Any vehicle improperly parked may be towed away at the vehicle owner's expense, without prior notice to the vehicle owner. No fence, barrier or other obstruction of any kind shall ever be placed or constructed so as to impede access from or to any Lot or public street. The Association shall have the right to adopt rules and regulations concerning parking within the Property.

ARTICLE X PARTY WALLS

Section 1. General Rules of Law to Apply: Each wall which is built as a part of the original construction of the Living Units and placed on the dividing lines between the Living Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration and the rights of the Association, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to the Party Walls, and also to each exterior extension between Lots, including patio walls and/or screens and pergolas.

Section 2. Sharing of Repair and Maintenance: The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. These provisions also apply to each exterior extension between Lots, including patio walls and/or screens and pergolas.

Section 3. Destruction by Fire or Other Casualty: Subject to the terms of Article VII, if a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may have it restored using proceeds from insurance provided by the Association and subject to Association approval, and if the proceeds of insurance are inadequate to restore to the prior construction or construction then required by local code, then the terms of Article VII apply.

Section 4. Liability for Damage and Destruction: Notwithstanding any other provision of this Article, an Owner who by such Owner's negligent or willful act causes the party wall to be damaged or destroyed or to be exposed to the elements shall bear the whole cost of furnishing the necessary repair, restoration and/or protection against such element. The provisions hereof shall apply to each exterior extension between lots, including patio walls and/or screens or pergolas.

Section 5. Right of Contribution Runs With Land: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE XI ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, altered or maintained upon the Property, nor shall any exterior addition to, or change or alteration therein, other than by the Board of Directors, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. Any change in the appearance or the color of any part of the exterior of a residence, except the front door, shall be deemed a change thereto and shall require the approval therefore as above provided

All special options and modifications to a Living Unit, Lot and the Property made by the Owner subsequent to the purchase of the Lot, are the responsibility of the Owner to maintain and replace as needed and passes with the land to subsequent Owners. This includes, but is not limited to special landscaping, pergolas, modifications to verandas, additional garage space, and hot tubs.

ARTICLE XII SIGNS AND HOME OCCUPATIONS

Section 1. Signs: No signs or window displays of any nature, kind or description shall be erected, placed or maintained on any Lot without the prior written approval of the Board of Directors, except that each Owner may display one industry standard "For Sale" or "For Rent" sign during the marketing of a Living Unit for such purposes.

Section 2. Home Occupations: Home occupations are limited to those occupations that serve only one client at a time and the Owner shall not place signage or other advertising on the Property. Clients must use Owner's driveway for parking. The home occupation must be permitted under the ordinances of the City of Altoona. The Board may limit business hours for client visits.

ARTICLE XIII USE RESTRICTIONS

Section 1. Subjection of the Property to Certain Provisions: The ownership, use, occupation and enjoyment of each Lot shall be subject to the provisions of the Bylaws and Articles of

Incorporation of the Association, and this Declaration, all of which provisions, irrespective of where set forth or classified, shall have equal status and shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on and enforceable against each and all Lots and the Owners thereof and their respective assigns, lessees, tenants, occupants and successors in interest.

Section 2. No Lot shall be used for any purpose other than for single-family residential purposes.

Section 3. The Board of Directors shall have the authority to establish and modify rules and regulations from time to time regarding the keeping of animals and pets on the Property and in the Living Units. These rules and regulations may include establishing weight limits, breed restrictions, restrictions on numbers of pets, and any other rules or restrictions deemed appropriate by the Board of Directors.

Section 4. No noxious or offensive activities not involving the maintenance of Lots shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood; nor shall any Lot be used for any unlawful purpose. No Owner, family member, other occupants, lessees, guest or invitees shall cause, or suffer or harbor the source of, any noise or activity, which disturbs the peace, comfort, and quiet enjoyment of other Owners, family members, other occupants, lessees, guest or invitees or those claiming under or through other Owners, family members, other occupants, lessees, guests or invitees.

Section 5. The Owner of each Lot shall keep the same free of weeds and debris.

Section 6. All trash receptacles and garbage cans shall be stored in the garages on each Lot. This restriction shall not preclude the placement of waste containers outside of such area on a temporary basis if so required by governmental regulation or terms of contract with a commercial waste collector.

Section 7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot at any time as a residence either temporarily or permanently, unless approved by the Association.

Section 8. No tower, satellite dish or other television or radio antennae device shall be placed upon any Lot or shall be attached to the structure of or placed upon the roof of any Living Unit, except that satellite dishes no larger than twenty inches (20") in diameter may be placed upon a Lot providing it does not impede or infringe upon the view, use or enjoyment of any other Lot, as approved by the Association.

Section 9. No personal property shall be stored or left upon a Lot except within the residential structure or garage located upon the Lot, except that outdoor cooking equipment and appropriate deck and patio furniture may be stored on the deck or patio of the Living Unit. Garage doors shall be kept closed except during times of access to the garage.

Section 10. No boat, snowmobile, recreational vehicle, trailer or other vehicle other than automobiles, shall be stored or parked in any driveway or street. The Association may, by regulation or rule, limit the parking of automobiles on any driveway. In the event of violation of this provision, the Association may, after reasonable notice, remove such boat, snowmobile, recreational vehicle, trailer or other vehicle and the cost shall be assessed against the Owner and his Lot.

Section 11. No activity shall be allowed which unduly interferes with the peaceful possession and use of the Property and Lots by the Owners, family members, other occupants, lessees, guests or invitees nor shall any fire hazard or unsightly accumulation of refuse be allowed.

Section 12. The storage or collection of rubbish of any character whatsoever or of any material that emits foul or obnoxious odors and the growing of any noxious weed or other noxious substance is prohibited.

Section 13. Owners, lessees or other occupants shall be individually responsible for all utility charges, which they incur, in the same manner as persons occupying single-family, detached houses.

Section 14. No fence shall be allowed to be constructed on any Lot unless prior written approval from the Board of Directors has been granted.

Section 15. Nothing shall be done or kept in any Lot, which will increase the rate of insurance on the Association Responsibility Elements, without the proper written consent of the Board of Directors. No Owner shall permit anything to be done or kept in Owner's Lot which will result in the cancellation of insurance on any Lot or the Association Responsibility Elements, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.

Section 16. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance modification or repair of property shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 17. The Board of Directors shall have the authority to adopt rules and regulations governing the use of Lots and the Association Responsibility Elements and such rules shall be observed and obeyed by the Owners, family members, other occupants, their guests, invitees, lessees, assigns and licensees.

Section 18. Agents of or contractors hired by the Board of Directors may enter any Lot when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owners and occupants as practicable.

Section 19. Intentionally Omitted.

Section 20. No Waiver. Failure of the Association or any Owner to enforce any covenant, condition or restriction, this Declaration, the Articles of Incorporation or By-Laws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

Section 21. Lease Restriction. Owner may lease his or her Property provided that the Owner shall remain responsible for compliance with this Declaration, and subject to the following conditions:

- (1) The entire Living Unit must be leased.
- (2) The Lease must be in writing.
- (3) The Lease Agreement must provide that its terms are subject to the provisions of the Declaration, Bylaws and Rules & Regulations, as may be amended from time to time, and that failure of the tenant to comply with such provisions shall constitute a default under the Lease.
- (4) The Property Owner shall provide written notice of the Lease to the Board with a copy of the Lease at least 10 days prior to the beginning of the lease.
- (5) The Lease shall also contain an acknowledgment signed by the tenant that the tenant has received a copy of the Declaration, Bylaws and Rules & Regulations.
- (6) Lease must be for a period of no less than one (1) year.
- (7) Living Unit must be occupied by an Owner for at least one year prior to the leasing of the unit.
- (8) A Living Unit cannot be leased for more than three (3) years within any continuous five (5) year period.
- (9) No more than three Living Units may be leased at any one time. The Board of Directors shall have the right to develop rules governing the order in which Owners are eligible to lease their Living Units.

ARTICLE XIV DUE PROCESS

Owners are entitled to the following Due Process for disputes, claims or controversy arising between an Owner and the Association as follows:

- 1) Owner shall appeal with appropriate documentation in writing to the Board within 45 days any dispute, claim or controversy arising from a Board or Management decision. The Board shall grant a hearing with the Owner before the Board within 30 days of receipt of the written appeal. The Board shall respond within 15 days after the hearing with a written decision.

- 2) If an Owner has new information not previously submitted to the Board or presented at the hearing, the Owner may submit an amended appeal to the Board for consideration using the same process as outlined above.

ARTICLE XV GENERAL PROVISIONS

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

Section 2. Amendment: This Declaration may be amended or modified by an instrument setting forth such amendment or modification with the affirmative vote of sixty-seven percent (67%) of the total votes in the Association that is signed by the Owners and duly acknowledged before a Notary Public. Such amendment must be recorded in the Office of the Recorder of Polk County, Iowa.

Section 3. This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty-one (21) years from the date of recordation in the Office of the Recorder of Polk County, Iowa, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way affect any of the other provisions hereof, but the same shall remain in full force and effect.

Section 4. Notice to Mortgagees. The Association, upon request, shall provide written notification to any lender holding a first mortgage upon any Lot specifying the defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents which default has not been cured within sixty (60) days.

Section 5. Declaration Construed. Nothing hereinabove contained shall in any way be construed as altering, amending, or modifying the Declaration. The Declaration and the Bylaws shall always be construed to further the harmonious, beneficial, cooperative, and proper use and conduct of the Property. If there is any conflict between the Bylaws and this Declaration, the provisions of the Declaration shall control.

Section 6. Attached hereto is the Affidavit of the President of the Association attesting that two-thirds (2/3) of the total votes in the Association approved this Amended and Restated Declaration

of Covenants, Conditions and Restrictions for Falcon Ridge Townhome Association which was properly submitted to the Association pursuant to the requirements of the original Declaration.

Dated this 21st day of May, 2019.

FALCON RIDGE TOWNHOME ASSOCIATION

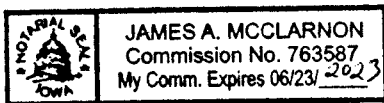
Roger A. Day
By: Roger Day
Its: President

Brian Boot
By: Brian Boot
Its: Secretary

STATE OF IOWA, COUNTY OF POLK

On this 21st day of May, 2019, Roger Day and Brian Boot, to me personally known, appeared and stated that they are the President and Secretary, respectively, of Falcon Ridge Townhome Association and that they are empowered to execute this document and acknowledged that they executed the same on behalf of said entity as their voluntary act and deed.

J. A. McClarnon Notary Public in and for the State of Iowa



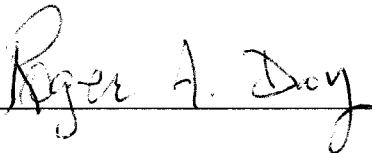
**AFFIDAVIT RE APPROVAL OF AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FALCON RIDGE
TOWNHOME ASSOCIATION**

STATE OF IOWA)
) ss.
COUNTY OF POLK)

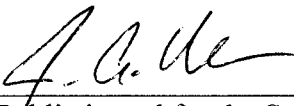
I, Roger Day, being first duly sworn, depose and state that:

1. I am the President of Falcon Ridge Townhome Association and this Affidavit is given pursuant to Article XV Section 2 of the Declaration of Covenants, Conditions and Restrictions for Falcon Ridge Townhome Association (“**Declaration**”).

2. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Falcon Ridge Townhome Association to which this Affidavit is attached was duly approved by at least two-thirds (2/3) of the total votes in the Association in accordance with the Declaration and Bylaws of the Association and the agreement of the required parties was lawfully obtained.



Subscribed and sworn to before me on this 21st day of May, 2019.



Notary Public in and for the State of Iowa

