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**DECLARATION
OF
RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS
FOR**

**IVY ACRES SUBDIVISION – PART 1,
IN THE CITY OF ELDRIDGE, SCOTT COUNTY, IOWA
(A PLANNED URBAN DEVELOPMENT)**

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**DECLARATION
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FOR

**IVY ACRES SUBDIVISION – PART 1,
IN THE CITY OF ELDRIDGE, SCOTT COUNTY, IOWA
(A PLANNED URBAN DEVELOPMENT)**

WHEREAS, Ivy Acres, LLC, a limited liability company, as contract buyer and developer (“Declarant”), and Eldridge Commercial Developers, L.C., a limited liability company, as contract seller, are the owners of certain real estate platted as Ivy Acres Subdivision – Part 1, in the City of Eldridge, Scott County, Iowa, (“Subdivision”) dated January 23, 2023, and filed in the Office of the Recorder of Deeds of Scott County, Iowa, on February 8, 2023 as Document Number 2023-02236 (the “Plat”) and legally described as follows:

Lots 2 through 77, Inclusive, and Outlot B, of the Final Plat for Ivy Acres Subdivision – Part 1, in the City of Eldridge, Iowa (the “Properties”).

Declarant, as contract buyer and developer of the Properties, does hereby make and declare the following declaration of protective covenants (“Declaration” or “Covenants”) for the Properties and states that the Properties shall be held, transferred, sold, conveyed and occupied subject to the covenants, restriction, easements, conditions and liens hereinafter set forth. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described properties or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I: DEFINITIONS

1. “Affiliates” shall include, but not be limited to, Windmill Design Build, LLC, Windmill Development, Inc., Aspen Homes, LLC, or any company approved by Ryan Windmill.
2. “Association” shall mean and refer to Ivy Acres Homeowners Association, Inc., an Iowa nonprofit corporation, its successors, and assigns.
3. “Board” or “Board of Directors” shall mean and refer to the Board of the Directors as elected for the Association.
4. “Builder” shall mean Aspen Homes, L.C. or Affiliates
5. “Building” shall mean any Structure having a roof, supported by columns or walls, and intended for shelter, housing, or enclosure of any person or persons, and as further defined in the City of Eldridge’s zoning ordinance.

6. "Common Areas" shall mean those improvements, equipment, and amenities owned by the Association for the common use and enjoyment of the Members of the Association, including but not limited to the subdivision entrance signs, the subdivision entrance landscaping improvements, trees, and landscaping.
7. "Declarant" shall mean and refer to Ivy Acres, LLC and its successors and assigns.
8. "Declaration" or "Covenants" shall mean and refer to the restrictions, protections, and covenants contained herein.
9. "Developer" shall mean the same as "Declarant".
10. "Dwelling Unit" shall mean a residential Single-Family Structure which is occupied or is so complete as to have been issued an occupancy certificate.
11. "Lot" shall mean and refer to any plot of land upon any recorded subdivision map or plat of the Properties with the exception of any Common Areas.
12. "Member" shall mean and refer to every person or entity who holds membership in the Association.
13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Owner shall hold membership in the association.
14. "Plat" shall mean and refer to that plat of subdivision for Ivy Acres Subdivision – Part 1, in the City of Eldridge, Scott County, Iowa, filed in the Office of the Recorder of Deeds of Scott County, Iowa, on February 8, 2023 as Document Number 2023-02236.
15. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
16. "Single-Family" An individual, or two (2) or more persons related by blood, marriage or adoption, or a group of not more than three (3) persons (excluding servants) not related by blood, marriage or adoption, living together as a single head of house as a single housekeeping unit in a Dwelling Unit, but not including sororities, fraternities, or other similar organizations, and as further defined in the City of Eldridge's zoning ordinance. Relationship by the blood shall include relationship by the half-blood. More than two (2) couples residing in a dwelling shall not constitute a Single Family.
17. "Story" shall mean that portion of a Building included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above, and as further defined in the City of Eldridge's zoning ordinance. A basement or cellar shall not be counted as a story.

18. "Structure" shall mean anything erected or constructed the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground, and as further defined in the City of Eldridge's zoning ordinance.
19. "Subdivision" shall mean and refer to Ivy Acres Subdivision – Part 1, in the City of Eldridge, Scott County, Iowa, and any future subdivisions that are incorporated into these Covenants by Developer.

ARTICLE II: BUILDING RESTRICTIONS

1. Land Use and Building Type. Each Lot shall be used for Single-Family dwelling purposes only. Each Lot may be either a separate Building or part of a multiplex Building of not less than two (2) and no more than five (5) Dwelling Units, each on its own Lot. Developer shall be permitted to sell any number of Dwelling Units, either individually or in groups of buildings. Each Dwelling Unit shall have a private garage attached thereto. No Lot as platted shall be subdivided so as to permit the erection of more than one Dwelling Unit on a Lot.
2. Garages and Prohibition on Sheds or Detached Buildings. Each Single-Family Dwelling shall have a 2-car garage for the sole use of the Owner or occupants of the Single-Family dwelling. No sheds or detached outbuildings of any kind shall be built on any Lot subject to this Declaration.
3. Building Height. No dwelling shall be erected, altered, or placed, which is more than TWO stories or 28 feet in height, whichever is lesser, unless a greater height is permitted by the City of Eldridge. "Building Height" shall mean the vertical distance measured from the established ground level to the highest point of the underside of the highest ceiling. Fireplace chase and ornamental architectural projections shall not be included in calculating the height, and as further defined in the City of Eldridge's zoning ordinance.
4. Architectural/Building Committee.
 - (a) Composition. During the building phase, the Declarant/Developer shall be the sole member of the Architecture/Building Committee. Declarant/Developer shall be the sole member of the Architecture/Building Committee until the last Dwelling Unit in the Subdivision is sold. Declarant/Developer shall turn over control of the Architectural/Building Committee, as provided in this section, upon the sale of the last Dwelling Unit. At the time Declarant/Developer turns over the Architectural/Building Committee, the Building Committee shall be composed of three individuals appointed by the Declarant/Developer. Thereafter, any vacancies for the members of the Architectural/Building Committee shall be voted on by the Association. The Building Committee by majority vote may designate a representative to act on its behalf and with its full authority. In the event of the death or resignation of any member of the Building Committee the Association will

designate a replacement member. Neither the members of the Building Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. In the event future development and subdivisions are created for land owned by Declarant/Developer and located adjacent to the Subdivision, the same requirements under this section for the Architectural/Building Committee shall apply to said future developments and subdivisions unless otherwise determined by Declarant/Developer by amendment to these covenants.

- (b) Approval Required. No Building or Structure shall be erected, placed or altered on any Lot until the building plans, building materials, specifications, and plot plan; showing all Buildings, patios, fences, and all other Structures showing the location thereof; and side yard distances, rear yard distances, front yard distances, driveways, and walkways, type of construction and Building elevations have been approved in writing as to conformity and harmony of external design and quality workmanship and materials with existing Structures and with respect to topography and finished ground elevation by the Declarant or Architectural Committee, as applicable.
 - (c) Procedure. The required plans, specifications and plot plan shall be submitted in duplicate with one copy remaining with the Declarant or Architectural Committee, as applicable. The Declarant, or Architectural Committee, as applicable, shall approve or disapprove such design and location within 30 days. If construction is not commenced within 6 months from the date of approval of any plans, the plans shall be resubmitted to the Architectural Committee before the commencement of construction.
- 5. Yard Area and Landscaping. Yard area and landscaping shall be determined by the Developer. The yard of any completed Dwelling Unit must be sodded immediately.
 - 6. New Construction. Any Dwelling Unit constructed on any Lot shall be new construction.
 - 7. Municipal Sidewalks. Builder and/or Declarant/Developer will install all sidewalks. As required by the Plat, all interior roads shall have sidewalks on both sides of the street.
 - 8. Driveway. Access driveways for vehicular travel from the property line to the Building shall be constructed of concrete. Any and all repairs, replacements, and maintenance are the sole responsibility of the Owner.
 - 9. Garbage and Recycling Bins. Garbage and recycling bins must be stored in garage. They may be placed at curb 12 hours prior to and must be put away 12 hours after recycling time.
 - 10. Drones. Drone flying may be used by Developer/Declarant for pictures of fronts of homes, topographical and for advertising purposes.

11. Preservation of Natural Habitat. Each Owner shall make every effort to preserve all existing trees, bushes, and natural habitat shall be protected and preserved in their native state as much as possible, except as the same may interfere with the Dwelling Unit.
12. Compliance. Use of all Lots shall comply with the Zoning Ordinance of the City of Eldridge, as amended from time to time.
13. Declarant Not Neighborhood "Police". The Declarant (Developer/Declarant) and/or the Builder will not be the "police" for the neighborhood. Neighborly issues not covered by these Covenants must be settled by and between neighbors.
14. Solar Panels. No ground installations of solar panels shall be allowed. Any use of solar panels must be approved in writing and in advance by the Declarant and/or the Architectural Committee, as applicable, and must be mounted on the roof of the Building. Solar panels may not be visible from the front of any Building.
15. Public Access Easement. A public access easement shall be provided for purposes of secondary access into and out of the Subdivision to the west along the proposed North 2nd Avenue and E. Price Street future right of way. This public access easement shall be considered void once permanent secondary access has been installed by Ivy Acres, LLC and/or Affiliates via paved surface to meet City of Eldridge Fire Code requirements and City of Eldridge design standards for public roadways. The Association shall be responsible for maintaining such temporary secondary access road, including snow removal and surface upkeep and shall be treated as a Common Area subject to Assessments by the Association. Developer shall install signage to denote Fire Lane (No Parking) and such signs shall be maintained by the Association.

ARTICLE III: SPECIFIC USE, USE RESTRICTIONS, RULES, AND REGULATIONS

1. Type of Use. Each Lot shall only be used for Single Family dwelling purposes. No activity shall be carried on upon any Lot which would constitute a nuisance of an unreasonable disturbance to persons occupying adjacent Lots.
2. Limitation on Number of Occupants. No Dwelling Unit shall have more than five (5) persons occupying the Dwelling Unit, unless the Owner of such Dwelling Unit receives written permission from the Declarant and/or Board, as applicable, to exceed five (5) occupants.
3. Suppression of Nuisances. The Board shall have the right, power and authority to establish reasonable rules and regulations for the prevention and suppression of nuisances, including noises, odors, unsightly or dangerous conditions, or otherwise.
4. Rules and Regulations. The Association may adopt additional rules and regulations governing the use and occupancy of the Dwelling Units and Lots, so long as such rules and regulations are consistent with this Declaration. All Owners shall comply with the rules and regulations adopted by the Association.

5. Dwelling Unit and Lot Maintenance. Each Dwelling Unit Owner shall maintain and keep his/her own Dwelling Unit, garages and Lot in good clean order and repair. The use and covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Dwelling Unit shall be subject to the rules and regulations of the Association.
6. Boats, Trailers, Campers and Recreational Vehicles. All boats, kayaks, canoes, trailers, motorcycles, motor homes, all-terrain vehicles, campers or other recreational vehicles may be parked on driveways and/or city streets for up to forty-eight (48) hours to load, unload and do repairs but thereafter shall be stored or housed inside garages unless permission is given by the Board for a time period greater than forty-eight (48) hours.
7. Pergolas. Pergolas may be constructed within the patio area only. All pergolas must be approved by the Architectural Committee. The Board has the ability to force removal at the Board's discretion. All pergolas must be owner maintained and are subject to reapproval every 5 years by the Architectural Committee based on their maintenance and appearance.
8. Temporary Building or Structures. Except as permitted in these Covenants, no structure of a temporary character, including, but not limited to, a trailer, camper, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time, either temporarily or permanently. Temporary buildings or structures used during construction of a Dwelling Unit shall be on the same Lot as the Dwelling Unit and such temporary buildings or structures shall be removed upon completion of construction.
9. Animals, Livestock or Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except for the pets allowed in these covenants in the Pets Article. No animals, livestock or poultry of any kind shall be kept, bred or maintained for any commercial purpose. There shall be no kennels or dog runs or any other Structure built or constructed for the purpose of housing animals on any Lot.
10. Dog-runs. No dog runs or any other outside physical structure used to contain pets; invisible fences, however, may be used. Notwithstanding the foregoing, this paragraph shall not be construed to prohibit the use of "doggie doors" to allow pets free access from garage, four-seasons rooms or decks.
11. Clotheslines. No outside clotheslines.
12. Dumping of Rubbish, Trash or Junk. No dumping of any kind shall occur on any Lots being developed or on any undeveloped Lots or any undeveloped property within or adjacent to the Properties. No Lot shall be used or maintained as a dumping ground for rubbish, nor shall rubbish, trash, dirt, rock, grass clippings, leaves or junk be permitted to accumulate on any Lot. Trash, garbage or other waste shall be kept at all times in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Anyone violating this section shall be responsible

for any and all costs associated with the removal of the dumped rubbish, trash, dirt, rock, grass clippings, leaves or junk.

13. Weeds and Debris. The Owner of each Lot, whether said Lot is vacant or improved, shall keep his, her, their, or its Lot or Lots free from weeds and debris.
14. Fences. No fences are allowed other than a six (6) foot tongue and groove solid white PVC privacy fence no longer than the patio on either side of an Owner's property.
15. Decks. Decks may be constructed on top of the patio area and must be Owner maintained.
16. No Pools or Outdoor Recreational Equipment. No pools, trampolines or any type of playground equipment and/or swing sets or any similar type structure are permitted on any Lot.
17. Satellite Dishes. No satellite dishes may be installed on a Lot without the written approval by the Architectural Committee. The Declarant/Architectural Committee shall have the full discretion concerning the location and size of the satellite dish and may require the Owner to install and maintain landscaping by the satellite dish in order to reduce the unsightly appearance of the satellite dish. Only 18" diameter satellite dishes are allowed and must be installed so that the satellite dish cannot be seen from public street. Satellite dishes must be installed next to or on the Dwelling Unit, not on the roof. All cords must be secured and hidden when possible. Pre-set up services of Direct TV and Dish Net Work MUST be provided by Cory Komer of Satellite Plus, (563-570-3156), or such company as approved by Declarant.
18. Signs. No signs of any kind shall be displayed to the public's view on any Lot except one professional sign or not more than five (5) square feet, advertising the property for sale or rent, or signs used by the Developer-Owner and any building to advertise the property during the construction and sales period.
19. Parking Restrictions and Vehicles. Owner(s) shall park vehicles in their own garages, driveways and in front of their own homes. In addition, the following restrictions shall apply:
 - (a) Extended Parking on Subdivision Streets Is Prohibited. No Owner or any tenant, guest, invitee or licensee or anyone associated with an Owner shall allow anyone to park or store any type of vehicle on North 3rd Avenue, North 4th Avenue, East Donahue Street, or Lot A ("Subdivision Streets") for more than seventy-two (72) hours.

NOTE: Any vehicle parked on Subdivision Streets for more than seventy-two (72) hours is considered by the Eldridge Police to be an abandoned vehicle. By calling the Eldridge Police (number as of the date of this Covenants is 563-285-9822), the Eldridge Police should contact the owner of the vehicle to have it moved. It is the

understanding of Declarant that the Eldridge Police do not identify the complaining caller who requested the vehicle removal.

- (b) Unightly Vehicles Parked on Subdivision Street or Owner's Lot Outside on Driveway or Lawn. Declarant, or as applicable, an Association representative, may ask any Owner to remove or store in the Owner's garage any vehicle that has peeling paint, mismatched body parts, unsightly rust or that is generally in poor or unsightly condition that detracts from or is not consistent with the neighborhood of the Properties.
 - (c) Parking of Commercial Vehicles. The parking of commercial vehicles other than in an attached garage is prohibited, except delivery vehicles during periods of deliveries.
- 20. Motorcycles, Bicycles, or Other Two-, Three-, and Multi-Wheeled Vehicles. All motorcycles, semi-tractors, motor bikes, bicycles, all-terrain vehicles, or other single, or multiple passenger recreational vehicles shall only be used on driveways and streets, and shall not be driven on the Common Area. Such vehicles shall be stored or placed inside garages or in such areas as specifically designated by the Association for such use.
 - 21. Dismantling or Repairing of Automobiles. Due to the unsightliness and possible annoyance to the other residents of the Properties, no extensive work such as dismantling or repairing of automobiles, boats or any machinery or any similar vehicles or machinery in the driveways, streets or outside of garages throughout the Properties shall be permitted.
 - 22. Firewood. Firewood may be stored on any Lot, but only in such a manner that in no way becomes unsightly to the immediate surrounding Owner(s). All wood must be stored close to Dwelling Unit and cannot be stored at the back or side of Lot lines. No plastic covers will be permitted other than black or brown covers.
 - 23. Driveway Surface Maintenance. Each Owner shall maintain the surface of the driveway serving his garage, including replacing or repairing affected segments when cracked.
 - 24. Noise. No Owner may make or permit any noise in such a way as to disturb other Owner(s). If noise is disturbing other Owner(s), the noise must be immediately stopped on request. Owner(s) are reminded that everybody lives in close proximity to each other and a harmonious environment is in the best interests of all the residents.
 - 25. Sidewalk Easement. Where a concrete or other permanent surface walkway is constructed on a Lot line, the adjacent Owner(s) shall have an easement over the entire walkway for pedestrian access.
 - 26. Trash. Trash is picked up the on the day designated by the Board and/or the City of Eldridge. Trash should be placed outside, in front of the garage, or next to the curb for pick up. All trash must be in a container or in garbage bags. All trash may be placed next to

the curb for pick up no more than 12 hours prior to pick up and must be put away no more than 12 hours after pick up.

27. Rental of Dwelling Units.

- (a) Prohibitions on Rental. EXCEPT AS EXPRESSLY PROVIDED IN THESE COVENANTS, THE RENTAL OF DWELLING UNITS IS NOT ALLOWED. THE BOARD OF DIRECTORS MAY MAKE AN EXCEPTION BASED ON INDIVIDUAL CIRCUMSTANCES AS PRESENTED IN WRITING BY THE OWNER TO THE BOARD.

IVY ACRES, LLC OR AFFILIATES SHALL HAVE UNLIMITED RENTAL RIGHTS AND SHALL NOT BE SUBJECT TO THE REQUIREMENTS OF PERMITTED RENTALS AS PROVIDED HEREIN.

- (b) Permitted Rental. An Owner may rent a Dwelling Unit only if ALL of the following conditions are met:

- i. The Owner has been occupying the Dwelling Unit as the Owner's home for a minimum of one (1) year prior to any attempt to rent the Dwelling Unit;
- ii. The Owner and/or the Owner's spouse, partner or significant other or other Family Member of the Owner does not own more than one Dwelling Unit in the Properties; "Family Member" shall mean someone related to the Owner by blood, marriage or adoption.
- iii. The Owner has actively tried to sell the Dwelling Unit by listing it at market value on a public for sale by owner website, or with a realtor, for at least three months, but has been unable to sell the Dwelling Unit; or alternatively, the Owner is leaving the area for a period of up to two years and plans to return to live in the Dwelling Unit after that two-year period;
- iv. The agreement for rental shall not be greater than two (2) years, unless prior written approval and/or lease extension is granted by the Board; and
- v. The Board has the ability to remove nuisance renters.

- (c) Registration Requirements for Permitted Rentals. IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR RENTAL AGENT OF ANY DWELLING UNIT THAT IS PERMITTED TO BE USED FOR RENTAL PURPOSES TO REGISTER SAID DWELLING WITH THE CITY OF ELDRIDGE FOR THE PURPOSE OF RENTAL LICENSING. THE OWNER OR AGENT SHALL HOLD A VALID RENTAL LICENSE ISSUED BY THE CITY, IN THE NAME OF THE OWNER OR AGENT, APPLICABLE TO THOSE PORTIONS OF THE SPECIFIC DWELLING USED FOR RESIDENTIAL RENTAL PURPOSES.

ARTICLE IV: PETS

1. Limitation of Pets. Each Owner is allowed to have a maximum of two (2) pets. Pets for the purposes of this section are cats and dogs: an Owner may have up two (2) cats; or two (2) dogs; or one (1) dog and one (1) cat. The maximum size of a dog permitted under this section is fifty (50) pounds. This restriction shall be binding upon each Owner and said Owner's tenants, occupants, or contract purchasers residing on such Lot.
2. Leash Restrictions. Whenever any pet is outside the Dwelling Unit located upon any Lot, such pet must be kept either on a leash of sufficient strength to restrain such pet, or within a fence sufficient to prevent the pet from running at large. Any pet outside of the Dwelling Unit that is not within the confines of a fence cannot be left unattended and must be on a leash.
3. Exercise Restrictions. No household pets shall be exercised on any of the Common Areas, except in such designated areas as specified by the Association. Owner(s) are responsible for the cleanup of their pet's waste on common ground and within their private Lot, per the City of Eldridge ordinance.
4. Violations. Anyone violating these rules shall be subject to a fine in an amount determined by the Board and/or Declarant, as applicable.
5. Exceptions. The restrictions of this Article shall not apply to fish, lizards, and birds as household pets.

ARTICLE V: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Each Lot shall only have one vote and there shall not be any partial votes. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.
2. Classes of Membership. The Association shall have two classes of voting membership, as follows:
 - (a) Class A. Class A Members shall be all Owners with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by this Article. When more than one person or entity holds such interest in any Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot, and no fractional votes shall be cast with respect to any Lot.

- (b) Class B. The Class B member shall be the Declarant. The Class B Members shall be entitled to seventy-seven (77) votes for each Lot in which any Declarant holds the interest required for membership required by this Article provided that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.
- 3. Declarant Providing Services on Behalf of the Association. Until the Declarant forms the Association and turns the Association over to the Owners, the timing of which shall be determined by Declarant in Declarant's sole discretion, Declarant will contract for and/or provide the Association services described in this Declaration. To perform these duties Declarant is entitled to a management fee that is customary for such services in this geographic area. All the assessment fees collected by Declarant are to cover Declarant's expenses and costs for providing such services outlined in this Declaration. Therefore, at the time the Association is turned over to the Owners by Declarant, Declarant shall not owe the Association any additional assessments or fees collected by Declarant prior to the time the Association is turned over to Owners. Effective as of the date the Association is turned over to the Lot Owners, the Association shall be obligated to begin collecting assessments to cover the Association's obligations under this Declaration.

ARTICLE VI: MANAGING STORM WATER RUNOFF

- 1. Managing Storm Water Runoff. It is the intent of this section to establish continued controls on the grading, drainage, so as not to affect the Lots of adjoining neighbors. Site grading shall be kept to a minimum and all drainage shall be designed to minimize erosion, allow water to soak into the ground and to minimize adverse effects, if any, to the environment. Managing storm water runoff in a positive manner requires participation of everyone: Owners, businesses and local governments. Each Owner shall follow these guidelines:
 - (a) Let down spouts and sump pump hoses drain in a yard or grassy area, not directly into streets, driveways, sidewalks or storm sewers;
 - (b) Plant trees and shrubs that have low requirements for fertilizer and pesticides;
 - (c) Create rain garden areas or develop swales and wetlands using native vegetation;
 - (d) Use mulch or compost on bare ground to prevent erosion and runoff;
 - (e) Do not place landscape waste (grass, clippings, leaves, etc.) into waterways, streams or other drainage ways. Compost yard waste on site or drop off at the compost facility;
 - (f) Do not dispose of household chemicals (paint, oil, antifreeze, etc.) onto the ground, in storm drains; recycle oil and take chemicals to Household Hazardous Waste drop off at the Scott County Landfill;

- (g) Clean up after pets as pet waste can contaminate surface water.
- (h) Minimize the use of lawn chemicals; grass is its own best fertilizer. "Mow it high and let it lie."

For more information, go to www.Partners-pscw.com.

2. Storm Water Runoff Requirements. Each Owner shall comply with the following requirements:
 - (a) Use grading to create swales for water runoff on Lot lines as a general rule; where Lots step down, create swales for water to pass from Lot to Lot with a minimum of 1% fall. The original site grading was set up for a minimum grade change.

ARTICLE VII: RESTRICTIONS AND REQUIREMENTS REGARDING THE STORMWATER RUNOFF POND ON OUTLOT B

1. Stormwater Runoff Pond on Outlot B. The Plat shows Outlot B, which contains a stormwater runoff pond ("Pond"). The intent of the Pond is for storm water detention of Properties (including potential future development(s)) and the enjoyment of the Lot Owners adjoining the Pond and fishing in the Pond. Most of the storm water from yards, streets, common grounds goes into this Pond.
2. Lot 1. Stormwater runoff from yards, streets, and common grounds for the Properties may also flow into the stormwater runoff pond that is located on Lot 1 of the Subdivision, which is not a part of these Covenants. Declarant is expected to enter into a separate cross easement with the owner of Lot 1 regarding the stormwater runoff from the Properties into the stormwater runoff pond on Lot 1, and the Lot Owners shall be subject to the terms of said cross easement.
3. Pond Grass. Declarant will plant prairie grass around the Pond. This grass will grow to 12-15" and shall be maintained by the Association.
4. Electricity. Declarant shall install a fountain in the Pond and provide access for electric hookups to allow for a fountain to function within the Pond ("Fountain"). The Fountain acts to stimulate the water to avoid stagnation. The Fountain shall be maintained by the Association and the electricity for the Fountain shall be paid by the Association.

LOT OWNERS ARE ENCOURAGED TO USE PRECAUTION REGARDING FERTILIZATION PRODUCTS. EXCESSIVE FERTILIZATION SHOULD NOT BE DONE BECAUSE THIS WILL AFFECT THE POND ENVIRONMENT. NATURAL ORGANIC FERTILIZATION AND WEED CONTROL PRODUCTS ARE

RECOMMENDED TO KEEP POND WATER AND FISH HEALTHY AND NOT PROMOTE ALGAE, MOSS AND OTHER PLANT LIFE.

5. Fishing and Restrictions on Motorized Boats and Outside Storage. It is contemplated that through future development, the Pond shall be accessible to all Owners of the Properties, including, but not limited to, any future developments that are currently not included in the Properties. It is contemplated that fishing will be allowed around the entire Pond. It is contemplated that the Pond will be stocked with fish. Additional information on when fishing will begin and general rules will be posted on the neighborhood Facebook page and neighborhood directory. The Association is responsible for maintaining the fish stock within the Pond. Fish harvesting rules shall be consistent with current Iowa State DNR regulations
6. Recreational Equipment Usage/Storage and Restrictions. No outside storage of kayaks or canoes. No docks. No swimming, motorized boats or jet skis in the Pond is permitted. Miniature electric remote-control boats are allowed during the hours of 8:00 a.m. to 8:00 p.m.
7. Pond Safety. **SAFETY DISCLAIMER. THE DECLARANT AND THE ASSOCIATION DO NOT PROVIDE ANY SAFETY PATROL OR ANY LIFEGUARDS OF ANY KIND FOR THE POND. THE DECLARANT AND THE ASSOCIATION CANNOT WARRANT THE SAFETY OF ANYONE USING THE POND. ALL INDIVIDUALS USING THE POND DO SO AT THEIR OWN RISK. SWIMMING AND BOATING ARE INHERENTLY DANGEROUS ACTIVITIES. INDIVIDUALS USING THE POND OR DOING ANY ACTIVITIES NEAR THE POND ARE RESPONSIBLE FOR THEIR OWN SAFETY AND THE SAFETY OF OTHERS.**

ARTICLE VIII: COMMON AREAS AND PARKING; RESPONSIBILITIES FOR AND MAINTENANCE DETENTION AREAS; EASEMENTS FOR DETENTION AREA AND IRRIGATION

1. Lot A. Lot A which is referenced on the Plat shall be dedicated to the City of Eldridge as a right-of-way for vehicles.
2. Common Areas. Outlot B is a Common Area reserved for stormwater management and a detention area as shown on the Plat. Said Outlot B will include a Pond as described in this Declaration to be maintained by the Association. In addition, the community mailbox for the Subdivision ("Community Mailbox") shall be maintained and repaired by the Association to the extent such maintenance and repair is not handled by the U.S. Postal Service. There shall be no obstruction of the Common Areas. Nothing shall be stored in the Common Areas by Owners without the prior written consent of the Association. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable fees for the operation, insurance, maintenance, repair, management, and replacement of the Common Areas, including but not limited to, maintenance and repair for Outlot B and detention area repair, management and replacement and maintenance and repair of the Community Mailbox. The Owner of each improved Lot shall be assessed a proportionate share of these fees.
 - (b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage the Common Area; and the rights of such mortgagee in the Common Area shall be subordinate to the rights of the Owners hereunder.
 - (c) The right of the Association to adopt reasonable rules and regulations for the use of the Common Area.
 - (d) It is planned, but not guaranteed, that the Properties shall have access to the park located to the north of the Properties via future development by Developer or Affiliates as an extension of N. 3rd Avenue and, if such access is constructed, the access shall be maintained as a Common Area by the Association.
3. Delegation. Any resident Owner may delegate, in accordance with the By-Laws of the Association, that Owner's right of enjoyment to the Common Area to member of his/her/their family living in the Dwelling Unit so long as such living arrangement is consistent with these Covenants. Any non-resident Owner must relinquish his right of enjoyment to the Common Area and facilities to the Owner's permitted tenants, or permitted contract purchasers who reside on the Lot.
4. Sanitary Sewer and Water Maintenance. Maintenance, repair and/or replacement of the sewer laterals for each Dwelling Unit is the responsibility of each individual Owner. Each Owner's sewer pipes and lines on that Owner's Lot shall be maintained, repaired and replaced by the Owner of said Lot.
5. Electrical, Telephone, Gas, Cable and Satellite Communications Easements and Maintenance. Subject to the Association's easement rights and duties as hereinafter defined, each Owner shall have the right to use the electrical, gas, telephone, satellite, cable, and any other type of communications services lines located above grade at the sides of and running through the multiplex Dwelling Units located in the same building cluster composed of contiguous Lots, for electrical, gas, cable, satellite and cable services and telephonic communications services (collectively the "Services"). The Association shall have the exclusive right and duty to maintain, repair, replace, or remove the Services and facilities located within this easement, and shall charge the cost of same to the various Owners as herein provided. The Association may delegate the maintenance, repair, replacement, or removal of the Services to the respective local utility companies servicing said properties, and/or to any Owner as determined by the Association. Any damage to the Services facilities within said easement area caused by the negligence or willful act of any Owner or his tenants, guests, or family, shall be repaired at the sole expense of such Owner.

The cost of any maintenance or repairs necessitated other than by negligence or willful acts shall be borne by the Owner of the Lot for which the maintenance or repairs are a benefit.

6. Easement of Access for Maintenance. The Association and such persons as may be engaged by the Association for maintenance purposes, shall have the right to enter upon the exteriors of any Building for the performance of maintenance at any reasonable time. The Association and such persons as may be engaged by the Association for maintenance and/or repair purposes, including the respective utility companies servicing the properties, shall have the right to enter a residence unit only upon reasonable notice under the circumstances in order to repair, replace, or maintain the electrical, telephonic, or any other electric communication services facilities serving adjacent Dwelling Units.
7. Drainage Easements for Lots. As required by the Plat, Owners with drainage easements must maintain a storm water passageway within the area that is platted as a "drainage easement." This area must be maintained as a lawn free of structures, bushes, trees and other landscaping that would impede the surface flow of stormwater. Fences are not allowed within any drainage easement or drainageway.
8. Reservation of Right. The Association reserves the right to install separate exterior water faucets and corresponding water meters in the residential properties constructed on the Lots for the purpose of watering and other landscaping related uses. The cost associated with the installation of such faucets and water meters shall be paid by the Association. In addition, the Association will pay the water bills associated with water faucets and such billing will be directed to the Association. The use of said faucets shall be restricted by a lock with a key accessible only to the Association and its agents. In the event that the faucet or pipes associated therewith burst or otherwise damage the property on a Lot where the faucet is located, the Association agrees to indemnify the Owner of said Lot for damages sustained as a result.
9. Title to the Common Areas. The Declarant hereby covenants for Declarant and Declarant's successors and assigns, that Declarant will transfer ownership and title to the Common Areas (other than areas dedicated to the City of Eldridge for street purposes) to the Association at a time to be determined by Declarant, in Declarant's sole discretion.

ARTICLE IX: COVENANT FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each improved Lot owned within the Properties hereby covenants, and each Owner of any improved Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association annual assessments and special assessments (collectively referred to herein as "Assessments"), such Assessments to be established and collected from time to time as hereinafter provided. The Annual Assessments are to be the source of funds for operation, insurance, maintenance, and repair of the Common Areas, while the Special Assessments are to be the source of funds for replacement or enhancement of the Common Areas. The term "Improved Lot" shall mean any Lot having a building erected thereon and ready for occupancy as shown

solely by the issuance of an occupancy permit for such building by the City of Eldridge, Iowa. The Assessments, together with interest, costs and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each Assessment, together with interest, costs and reasonable attorney's fees for collection, shall also be the personal obligation of the person or entity who was Owner of such property at the time the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the person's or entity's successors in title unless expressly assumed by them.

2. Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties; and in particular for the operation, insurance, maintenance, repair, and replacement of the Common Areas maintenance as described in this Declaration, snow removal and lawn care, the Roof Replacement Fund and for any other item for which the Association assumes responsibility.

- (a) Roof Replacement Fund. The Roof Replacement Fund is part of the Annual Assessment for each Owner and shall be used to replace all the roofs in the Properties at the end of the useful life of such roofs when such replacement is deemed necessary as determined by local industry roofing experts. The Roof Replacement Fund shall not in any way limit or diminish the responsibility of any Owner to maintain insurance on his/her/their Dwelling Unit to protect from damage and liability, including but not limited to, roof damage due to weather or environmental conditions.

- (b) Siding Replacement Fund. The Siding Replacement Fund is part of the Annual Assessment for each Owner and shall be used to replace all the siding in the Properties at the end of the useful life of such siding when such replacement is deemed necessary as determined by local industry siding experts. The Siding Replacement Fund shall not in any way limit or diminish the responsibility of any Owner to maintain insurance on his/her/their Dwelling Unit to protect from damage and liability, including but not limited to, siding damage due to weather or environmental conditions.

3. Special Assessments.

- (a) Special Assessments for Capital Improvements.

In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in or on the Common Area and/or any Dwelling Unit or Units, including, but not limited to fixtures and personal property related to such areas.

- (b) Special Assessment to Maintain Aesthetic Appeal.

This right to levy Special Assessments includes the right of the Association to maintain the aesthetic appeal of the neighborhood and may include the right to issue

a Special Assessment against an individual Owner. For example, the right to levy a Special Assessment shall include the right to levy a Special Assessment for landscaping maintenance, repair or replacement in the Common Area or any individual Dwelling Unit where the Owner has failed to maintain, repair or replace such landscaping.

- (c) Special Assessments for Owner's Failure to Maintain Property. Special Assessments may also be used for repair, maintenance and/or replacement due to an Owner's failure to maintain the Lot and/or Dwelling Unit consistent with the purposes as outlined in these Covenants.
 - (d) Method of Payment and Voting Approval. The method of payment shall be determined by the board of directors of the Association. Such Special Assessments may be made provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose.
- 4. Notice and Quorum for Any Action for Special Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to Owners not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
 - 5. Imposition of Assessments. The Board of Directors of the Association shall, by majority vote, fix the amount and payment terms of and levy the Annual Assessments and any Special Assessments.
 - 6. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all improved Lots.
 - 7. Date of Commencement of Annual Assessments. The Annual Assessments provided for herein shall commence as to all improved Lots on the first day of the month following the initial conveyance of any such improved Lot. The first Annual Assessment shall be paid for and adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the Annual Assessment against each Lot at least 30 days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date and delinquency date shall be uniformly established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a particular Lot are current or delinquent. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. Effect of Non-Payment of Assessments and Remedies of the Association. Any payment not paid within 30 days after the due date shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. Such a delinquency of any payment shall give the Association the right to declare the remainder of the entire Annual Assessment for that year immediately due and payable. The Association may bring any action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot by an action in equity. In any such action, interest, costs and reasonable attorney's fee shall be added to the amount of the delinquent assessment and collected as part of said judgment. In the event of such foreclosure, if the Association waives any and all rights to a deficiency judgment against the Owner, the period for redemption as provided by the statutes of the State of Iowa shall be reduced to six months from the date of foreclosure sale. Any Lot ultimately acquired by the Association through Sheriff's Deed after such a foreclosure shall be sold by the Association within a reasonable time either at public or private sale, and any surplus remaining after the payment of all assessments, interest costs and attorney's fees shall be paid over to the former Owner of said Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his, her, their, or its Lot.
9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon any Lot. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien only of such Assessments as to payments which become due prior to such sale, or transfer, provided that such sale or transfer shall not extinguish the personal obligation of the prior Owner or his, her, their, or its heirs, successors or assigns, for payment of such Assessment. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.
10. Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments in this Declaration: All properties dedicated to and accepted by a local public authority; However, no land or improvements devoted to Dwelling use shall be exempt from the Assessments in this Declaration.
11. Payment of Annual Assessments. All Owners shall pay the entire Annual Assessment in one lump sum, on or before February 1 of any calendar year.

ARTICLE X: MAINTENANCE REQUIREMENTS

1. Exterior Maintenance by The Association. The Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows:
 - (a) Common Area. Maintain, Repair, or Replace the Following Item in the Common Areas unless covered by the homeowner's insurance:
 - i. Trees, Grass, and Shrubs;

- ii. Outlot B, including the Pond; and
 - iii. Storm water management.
 - iv. Community Mailbox
 - v. Access sidewalk to Park (planned, but not to be established in future development)
 - (b) Lawn Care. Maintain as necessary to maintain the aesthetics of the development and protect the integrity of the exterior surfaces.
 - i. Grass
 - ii. Trees on common ground
 - iii. Fertilization
 - iv. Weed Control
 - v. Mulch
 - (c) Snow Removal. Snow shall be removed per the terms of the annual contract between the Association and a snow removal contractor, but with no guarantee of removal to bare pavement on the following surfaces:
 - i. Driveway
 - ii. Sidewalk (including public sidewalk)
 - iii. Porch
 - iv. Parking Areas
 - v. We do not contract ice removal
2. Exterior Maintenance by The Owner. The Owner shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows:
- (a) Exterior. Maintain, repair, and replace the following items, including, but not limited to:
 - i. Roofs
 - ii. Exterior Surfaces (Including Siding)
 - iii. Gutters and Downspouts

- iv. Roof Vents for Attic Ventilation.
- v. Soffits and Fascia.
- vi. Doors, (Including Garage Doors), Windows, Skylights and all other Glass Surfaces
- vii. Furnace Vents
- viii. Exterior Lighting
- ix. Plumbing Stack
- x. Doorbell
- xi. Garage Door Opener
- xii. Downspouts parallel to ground
- xiii. Steps and/or ramps (wood or concrete)
- xiv. Patio Slab
- xv. Railings and Decks
- xvi. Porches
- xvii. Fences other than those defined as privacy fences, but including extensions of privacy fence requested by Owner
- xviii. Driveway
- xix. Private Sidewalk
- xx. Any Repairs for Damages Which Are Insured by The Homeowners Policy on Hazard and Fire Insurance Insuring the Owners.
- xxi. Building Slab
- xxii. Garage Slab
- xxiii. Roof either by Owner or covered by Homeowners' Insurance including any deductible

(b) Landscaping. The Owner shall be responsible for the following items, including, but not limited to:

- i. Replacement and/or maintenance of existing plants on their Lot
- ii. No rock mulch is allowed.

Any needed yard repairs caused by the Owner are the responsibility of the Owner. The Board may assess any Owner who does not repair yard issues. The Owner shall be responsible for notifying the Association in writing of the need for repair of the items for which the Association has assumed responsibility under these Covenants. Exterior maintenance shall be done by the Association.

In the event that the need for maintenance is caused through the willful or negligent act of the Owner, his family, guests, tenants, or invitees, the cost of such maintenance shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE XI: PARTY WALLS

1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
2. Sharing of Repair and Maintenance. The cost 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. In the event that the need for maintenance is caused through the willful or negligent act of one (1) of the Owners, his family, guests, tenants or invitees, the cost of such maintenance shall be paid by that Owner. In the event that the Owner does not pay the cost of such maintenance, the Association may do so, and such costs shall become a Special Assessment for the Lot owned by said Owner.
3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the Owners who make use of the wall shall restore it, subject to the provisions of Article XII (Association: Repair and Restoration of Structure) of this Declaration hereunder, and the Owner or Owners who make use of the wall shall contribute to the cost of restoration thereof in proportion to such use, as provided in Article XII of this Declaration, without prejudice, however, to the right of any such Owners to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.
4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right to 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 Owners' successors in title.
6. Arbitration. In the event of any dispute arising concerning a party wall, or under the general provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision regarding such dispute shall be by a majority of all the arbitrators. The arbitration shall be carried out under the rules of the American Arbitration Association, and pursuant to the applicable sections of the Code of Iowa. The decision of the arbitrators shall be binding upon the parties.

ARTICLE XII: INSURANCE

1. Duties of the Association. The Association shall have the duty to purchase, carry and at all times to maintain in force insurance for the interest of the Association, in such amounts and with such endorsements and coverage as shall be hereinafter specified. Such insurance shall include, but need not be limited to:
 - (a) A policy or policies insuring the Association, including, but not limited to, its officers, Board, and employees, against any liability to the public, the Owners, contract purchaser in possession, their invitees or tenants, incident to Association activities. Limits of liability under such policy shall be not less than:
 - i. For Comprehensive General Liability, amounts of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
 - ii. For Directors and Officers Errors and Omissions Liability, \$1,000,000.Such policy or policies shall be issued on a comprehensive liability basis to provide cross-liability endorsements wherein the rights of the named insured under the policy shall not be prejudiced as respects the right of action of any such insured against any other named insured.
 - (b) Fidelity bond for all officers and employees of the Association having control over the receipt or disbursement of funds in such penal sums as shall be determined by the Association in accordance with its Bylaws.
 - (c) Public liability and property damage insurance on a Comprehensive General Liability Occurrence Form.
2. Duties of Owners. Each Owner shall have the duty to purchase, carry and at all times maintain in force insurance covering the Lot and Dwelling Unit owned by the Owner, the improvements thereon appurtenant thereto against loss or damage by fire and hazards covered by a standard homeowners "special form" coverage policy in an amount which shall be equal to the maximum insurable replacement value, as determined annually by the insurance carrier. The Association shall be named a co-insured on all such policies in order

to enforce the replacement and reconstruction of any such insured dwelling pursuant to the provisions of Article XII (Association: Repair and Restoration of Structure) of this Declaration. Each Owner shall replace his Dwelling Unit upon damage or destruction by fire or other casualty. If an Owner does not commence replacement or reconstruction within sixty (60) days of said destruction or damage, the Association may use any legal means available to affect such replacement or reconstruction, including, but not limited to, the right of the Association to use the insurance proceeds to replace and repair said damage, and the Owner shall pay any excess costs of repair or replacement as herein specified.

3. Quality of Insurance Policies. All insurance policies required under this Article shall be written by a company approved by the Association and which is licensed to do business in Iowa and holding an A or better, by Best's Insurance Reports.
4. Authority to Adjust Losses. Exclusive authority to adjust losses under policies obtained by the Association and Owners pursuant to this Article shall be vested in the Association or its authorized representative.
5. Provisions of Insurance Policies. The Association and Owner shall make every effort to obtain insurance policies that will provide:
 - (a) A Waiver of Subrogation by the insurer as to any claims against the Association, its officers, board of directors and manager, the Owners and their respective servants, agents and guests.
 - (b) The policy with respect to the Properties cannot be canceled, invalidated or suspended on account of the conduct of any one or more Owners, on account of the conduct of any officer or employee of the Association, or the manager, without prior demand in writing that the Association cure the defect.
 - (c) Owner's policies shall require thirty (30) days notification to Association before cancellation by insurance company.
6. Failure of Owners to Buy Insurance. Should any Owner fail to pay the premiums for the insurance required under this Article, the Association, at its option, may pay such charges and make a Special Assessment against the nonpaying Owner for any sums so expended. Such Special Assessment may be collected from the Owner in the same manner as provided in this Declaration for the collection of other Assessments.

ARTICLE XIII: ASSOCIATION REPAIR AND RESTORATION OF STRUCTURE

1. General. Notwithstanding that the placing, carrying and maintaining in force of insurance against all loss, damage and destruction is provided for in this Declaration, the Association and the Owner(s) shall have the affirmative obligation for repair and restoration as set forth in this Article.

2. Dwelling Units. Should any Dwelling Unit, any part of any Dwelling Unit or any other Building on a Lot, including windows, be damaged or destroyed by fire or other casualty or by intentional mischief, the Owner of the Lot upon which the same is situated shall, at the Owner's own cost and expense, repair and restore the same or cause the same to be repaired and restored substantially in accordance with the original plans. All such repair and restoration work and the plans and specifications therefor shall be approved, done and performed in accordance with all applicable laws, ordinances, regulations and building codes of the City of Eldridge as are routinely enforced, subject to the approval by the Association.
3. More than One Dwelling Unit. Should more than one (1) Dwelling Unit or any parts thereof, including windows, be damaged or destroyed by fire or other casualty or by intentional mischief, the Owner(s) of each of the Lots upon which such damage or destruction has occurred shall bear the cost of the same proportionately based upon the nature and extent of such damage as it affects the individual residence of each such Owner. In the event of a dispute between the responsible parties as to the apportionment of such costs, the Association shall fix and apportion them to and between the responsible parties and the determination of the Association shall be conclusive and binding.
4. Timing and Completion. The repair and restoration work referred to in this Article shall be commenced within sixty (60) days after the happening of the destruction or damage, time being of the essence, and once commenced the same shall be pursued diligently to completion. If such repair and restoration work is not timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties and, in that event, all insurance proceeds collected and any additional amount of costs and expenses in excess thereof shall be forthwith paid over to the Association to be used by or to reimburse it for such repair or restoration.
5. Approval of Plans. No work on any improved Lot, provided for in this Article or otherwise, shall be commenced and no Structure shall be constructed, installed, painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association or its Architectural Committee and by any governmental body having jurisdiction of such work.
6. Facilities on Common Area. If any facilities on Common Areas or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvement of that property; provided, however, that the Association shall not be responsible for cost and expense of repair for driveways serving individual Lots.
7. Mechanic's Liens. All work of whatever nature on the Properties when commenced shall be done, performed, expeditiously pursued and completed in accordance with the approval given. Neither the Association nor any Owner who or which performs any work, or causes

any work to be performed, on any of the Properties shall suffer or permit any mechanic's, material men's, or other such or similar liens arising from any claims for damages or growing out of any work, or any other claim or demand, to be enforced against the properties or any part of portion thereof, but the Association or such Owner, as the case may be, shall pay or cause to be paid all such liens, claims, and demands before any action is brought to enforce the same against any part or portion of the Properties; and the Association and each such Owner separately, but jointly and severally, covenants to indemnify all other Owners of contiguous Lots and hold them free and harmless from all liability for any and all such liens, claims, or demands together with all costs and expenses in connection therewith. If the Association or any such Owner, as the case may be, shall in good faith contest the validity of any such lien, claim, or demand, then the Association or such Owner, as the case may be, shall, at its own expense defend itself and other Owners against the same and shall pay and satisfy any adverse judgment that may be rendered against any Owner of the subject property.

ARTICLE XIV: GENERAL PROVISIONS

1. Enforcement. Declarant, the Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity in all restrictions, conditions, covenants, or reservations now or hereafter imposed by the provisions of this Declaration. The Association and/or Declarant shall have the sole right to enforce, by proceedings at law or in equity, the liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Severability. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.
3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 21 years from the date this Declaration is recorded, after which time the same may be extended by a verified claim signed by one member of the Association who renews said Restrictive Covenants pursuant to Iowa Code Section 614.24, or as may be amended from time to time.
4. Amendment by Declarant. The Declarant reserves the right to revise and amend the Articles of this Declaration until the last Lot in the Properties is sold. The right to amend includes, but is not limited to, the right to add articles concerning additional but separate developments and the replatting of one or more Lots, including, but not limited to, Outlot A, which is not currently subject to these Covenants.
5. Amendment by Owners. The Articles of this Declaration may be amended during the first 21-year period by an instrument signed by not less than Owners of 90% of the Lots and thereafter by an instrument signed by not less than Owners of 75% of the Lots.

Wherefore, these Covenants, Conditions, and Restrictions are entered into on this 15 day of June, 2023.

IVY ACRES, LLC

By Ryan Windmiller
Ryan Windmiller, Manager

STATE OF IOWA, SCOTT COUNTY, SS:

On this 15 day of June, 2023, before me, a Notary Public in and for said county, personally appeared Ryan Windmiller to me personally known, who being by me duly sworn did say that he is the Manager of said IVY ACRES, LLC, a limited liability company and that said instrument was signed on behalf of said IVY ACRES, LLC by authority of its managers and the said Ryan Windmiller acknowledged the execution of said instrument to be the voluntary act and deed of said IVY ACRES, LLC as voluntarily executed.

Joan M. Bryant
Notary Public



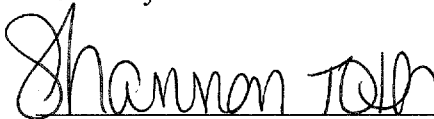
Wherefore, these Covenants, Conditions, and Restrictions are consented by contract seller Eldridge Commercial Developers, L.C., on this 15th day of June, 2023.

By 

Mark R. Gillett, President of W-G Realty, Inc., as
Managing Member of Eldridge Commercial Developers, L.C.

STATE OF Oklahoma, Cleveland COUNTY, SS:

On this 15 day of June, 2023, before me, a Notary Public in and for said county, personally appeared Mark R. Gillett to me personally known, who being by me duly sworn did say that he is the President of said W-G Realty, Inc., as Managing Member of Eldridge Commercial Developers, L.C., a limited liability company and that said instrument was signed on behalf of said W-G Realty, Inc., as Managing Member of Eldridge Commercial Developers, L.C. by authority of its managers and the Mark R. Gillett acknowledged the execution of said instrument to be the voluntary act and deed of said W-G Realty, Inc., as voluntarily executed.



Notary Public



2025-017139
RECORDED: 09/03/2025 04:11:59 PM
RECORDING FEE: \$17.00
COMBINED FEE: \$17.00
REVENUE TAX: \$
RITA A. VARGAS, RECORDER
SCOTT COUNTY, IOWA

Prepared by & Return to: Vollertsen, Britt & Gorsline, P.C., 5119 Utica Ridge Road, Davenport, IA 52807

**FIRST AMENDMENT TO
RESTRICTIVE AND PROTECTIVE COVENANTS
FOR
IVY ACRES SUBDIVISION – PART 1,
IN THE CITY OF EDLRIDGE, SCOTT COUNTY, IOWA
(A PLANNED URBAN DEVELOPMENT)**

This Amendment to the Declaration of Restrictive and Protective Covenants for Ivy Acres Subdivision – Part 1, in the City of Eldridge, Scott County, Iowa (A Planned Urban Development) (“Properties”), is made effective as of the date of recording hereof by Ivy Acres, LLC. (“Declarant”).

WHEREAS, Declarant desires to amend the Restrictive and Protective Covenants for Ivy Acres Subdivision – Part 1, in the City of Eldridge, Scott County, Iowa (A Planned Urban Development) and filed for record on June 22, 2023, as Document #2023-010726, filed in the office of the Recorder of Scott County, Iowa (“Covenants”);

WHEREAS, Declarant is the owner of twenty-four (24) Lots in the Properties;

WHEREAS, Pursuant to Article XIX, Section 4 of the Covenants, Declarant has the authority to amend the Covenants until the last Lot in the Properties is sold;

WHEREAS, Declarant desires to amend the following provisions:

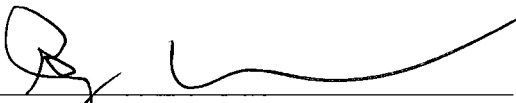
- A. Section 16 of Article III shall be amended to replace Section 1 in its entirety with the following:
1. Pools, Outdoor Recreational Equipment, and Hot Tubs. No pools, trampolines or any type of playground equipment and/or swing sets or any similar type structure are permitted on any Lot. However, hot tubs shall be allowed, provided said hot tubs are located on a concrete slab against the Dwelling Unit and cannot exceed eight feet by eight feet in size.

NO OTHER CHANGES

In all other respects the Restrictive and Protective Covenants for Ivy Acres Subdivision – Part 1, in the City of Eldridge, Scott County, Iowa (A Planned Urban Development) shall remain in full force and effect.

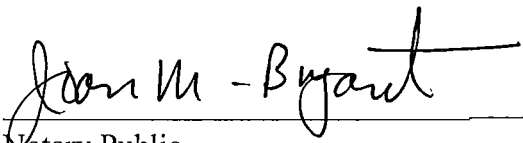
Dated this 25 day of August, 2025.

IVY ACRES, LLC

By 
Ryan Windmiller, Manager

STATE OF IOWA, SCOTT COUNTY, SS:

On this 25 day of August, 2025, before me, a Notary Public in and for said county, personally appeared Ryan Windmiller to me personally known, who being by me duly sworn did say that he is the Manager of said IVY ACRES, LLC, a limited liability company and that said instrument was signed on behalf of said IVY ACRES, LLC by authority of its managers and the said Ryan Windmiller acknowledged the execution of said instrument to be the voluntary act and deed of said IVY ACRES, LLC as voluntarily executed.


Notary Public

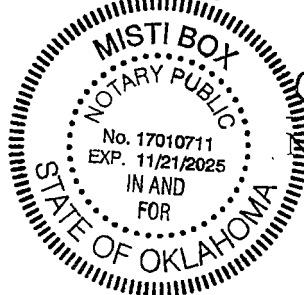


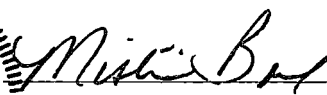
Wherefore, these Covenants, Conditions, and Restrictions are consented by contract seller Eldridge Commercial Developers, L.C., on this 19th day of August, 2025.

By 
Mark R. Gillett, President of W-G Realty, Inc., as
Managing Member of Eldridge Commercial
Developers, L.C.

STATE OF OKLAHOMA, CLEVELAND COUNTY, SS:

On this 19th day of August, 2025, before me, a Notary Public in and for said county, personally appeared Mark R. Gillett to me personally known, who being by me duly sworn did say that he is the President of said W-G Realty, Inc., as Managing Member of Eldridge Commercial Developers, L.C., a limited liability company and that said instrument was signed on behalf of said W-G Realty, Inc., as Managing Member of Eldridge Commercial Developers, L.C. by authority of its managers and the Mark R. Gillett acknowledged the execution of said instrument to be the voluntary act and deed of said W-G Realty, Inc., as voluntarily executed.




Notary Public