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Doc ID: 038071600006 Type: GEN
Kind: RESTRICTIVE COVENANT
Recorded: 07/19/2022 at 11:13:31 AM
Fee Amt: \$32.00 Page 1 of 6
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2022-00059323

BK 19199 PG 752-757

RETURN TO

Prepared by and Return to:

Jane Shipman, Association Management Services, 8450 Hickman Road Suite 9, Clive, Iowa 50325, 515-331-8003

Amended Covenants recorded on October 31, 2012, in Polk County, Iowa, Book 14511, Page 819

**STERLING TRACE TOWNHOMES ASSOCIATION
POLICY RESOLUTION
RULES AND REGULATIONS FOR TOWNHOME UNITS**

STERLING TRACE TOWNHOMES ASSOCIATION, a non-profit corporation, for the purposes granted or implied by the **Amended and Restated Declaration of Covenants, Conditions and Restrictions** ('Declaration') to administer such changes at recorded upon the real property in the City of Des Moines, Polk County, Iowa.

This Policy Resolution for Rules and Regulations has been unanimously approved by the Board of Directors on **October 20, 2021**, and to replace any and all previously filed, or stated Rules and Regulations.

WHEREAS, the Covenants of **STERLING TRACE TOWNHOMES** provides that the Board of Directors shall have the authority to adopt and establish Rules and Regulations for the Townhomes;

WHEREAS the Board of Directors has determined that it is in the best interest of the Association and the Association's members to enact a policy for Rules and Regulations for the Townhomes;

WHEREAS, the Board of Directors wishes to establish standards for the operation and governance of the Association that serve as guiding principles for both volunteer leaders and members of the Association; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors duly adopts the following policy for the **TOWNHOMES**:

The Rules and Regulations are in addition to Declaration, Covenants and Bylaws.
All Rules and Regulations are enforceable.

SECTION 1

TRANSFER TITLE/SALE OF UNITS:

1. Any transfers, conveyances, leases, mortgages or assignments of real estate are required to have an executed written document certifying all liens are satisfied, discharged, or released, commonly referred to as "Certification of Paid Dues and Assessments", signed and notarized by a member of the Board of Directors, or any agent authorized by the Board of Directors. A fee may be charged for this document.

SECTION 2

ASSOCIATION DUES AND ASSESSMENTS:

1. All association dues payments are due on the first day of each month.
2. Association dues payment not received by the 15th of each month will be assessed a \$25.00 late fee.
3. Assessment payments not received by due date will be assessed a monthly \$25.00 late fee.
4. Association dues/assessments/fines remaining in arrears of 60 days will be turned over to an attorney for collection, with all attorney fees and any additional incurred expenses by the Association, being charged to the homeowner in default.

SECTION 3

ASSOCIATION INSURANCE: (Article 6)

1. Per Covenants, the Association carries insurance covering structures and common property.
2. Homeowners must carry appropriate insurance coverage at all times on their unit outlined in Covenants/Bylaws.

SECTION 4

GENERAL RULES:

1. Homeowner Units are to be used for single family dwellings only. (Article 15-Sec 5)
2. No unit (including rental units) shall be used to operate a business, Airbnb, daycare, or for commercial use.
3. Homeowners are responsible for all guests and visitors, and liable for any damages to the buildings and/or property grounds.
4. Homeowners shall not obstruct sidewalks or driveways with personal items.
5. Homeowners shall not store bicycles, toys or other personal property alongside building walls or in other locations open to public view. (Article 8-Sec 5 and 9)
6. Homeowners and their guests shall not discard items or litter upon property. (Article 8-Sec 5 and 9)
7. Disposal of household items such as appliances, furniture, large items, tires, batteries, etc. are not to be disposed of upon association common area or curbside. (Article 8-Sec 5 and 9)
8. Trash and recycling containers must be stored in the garage. Containers may be placed at curb one day before and one day after scheduled pick up day. (Article 8-Sec 5 and 9)
9. No charcoal grills, oil fryers, smokers, fire pits or open flame devices will be allowed on decks or patios. Only gas grills will be allowed upon property. City Fire Ordinance will be enforced.
10. Exterior decorations and seasonal decorations are allowed as long as they do not pose a safety hazard. Seasonal decorations must be removed in a timely fashion.
11. A "**FOR SALE**" sign shall be displayed in the front landscaping of the unit only. No business or other types of signs will be allowed to be placed on association property. (Article 11-Sec 1)
12. **Use and possession of fireworks of any kind is strictly prohibited on property.** (Article 13-Sec 14)
13. **RETENTION POND**-No entering, playing near, or use of retention pond for fishing, swimming, wading, or skating at any time.

SECTION 5

PETS: (Amendment filed on 12/3/2013)

1. Homeowners may have no more than a total of 2 dogs and/or cats, or 1 dog and 1 cat, weighing less than 20 pounds each at full growth.
2. All pets must be in compliance with the ordinances of the City of Des Moines and Polk County.
3. No animals, livestock, or poultry shall be bred or kept for commercial purposes upon property.
4. Pets shall be on a leash at all times with the owner, when in the common area of the association.
5. Pets are never to be left unattended outdoors at any time.
6. Pets may not be tethered to decks, to a tree/bush, or attached to any common area property at any time.
7. No pet stakes, chains, dog runs, doghouses shall be permitted upon association property.
8. Homeowners with pets shall be responsible for caring for their pets in such a way as to keep them from becoming a nuisance to others.
9. Any damage to the association common area or to a Unit caused by a pet will be the responsibility of the pet owner to repair/replace the damage caused.
10. Pet waste must be picked up immediately and disposed of properly.
11. Violations to pet rules are subject to a **\$50.00** fine for each violation.

SECTION 6

NUISANCES/NOISE:

1. The Noise Nuisance is a protective right. No noxious, offensive, hazardous, or annoying activities shall be carried on upon any part of the Association property, nor shall anything be done or placed on or in any part of the property that is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others. (Article 13-Sec 3)
2. Noise from car horns, stereo systems, mufflers, motors, and/or alarm systems will not be tolerated at any time. (Article 13-Sec 9)
3. No odor shall be emitted from any part of the association property that is noxious or offensive to others. (Article 13-Sec 9)

SECTION 7

HOMEOWNER MAINTENANCE RESPONSIBILITIES: (Article 5-Sec 1)

1. All maintenance issues regarding association responsibility must be submitted in writing to the Association immediately upon discovery.
2. Homeowners are responsible for the replacement and care of their heating, air conditioning, and water heaters to their Units.
3. Homeowners are responsible for the care and maintenance of the area/concrete pad which their own air conditioner sits on.
4. Any sewer back up issues that do not serve more than one Unit, is the sole responsibility of that Unit.
5. Homeowners are responsible for cleaning and maintaining all garage doors and mechanics including all weather stripping around doors, front entry doors, patio doors and screens, all windows and screens exclusively to individuals Units.
6. Homeowners are responsible for replacing exterior light bulbs and keep them working at all times.
7. Cleaning and maintaining of dryer vents and dryer vent hose/vent is the homeowner's responsibility and must be kept in a safe working order.
8. Disabling any smoke detector inside Units is be strictly prohibited.
9. Pest control issues at individual Units, will be at the homeowner's expense.

SECTION 8

ARCHITECTURAL CONTROL/LANDSCAPING: (Article 10 and Article 13)

1. All buildings and grounds are considered “common areas” and are not allowed to make modifications or change the outward appearance of buildings and/or landscaping without the Board of Director’s written approval. All Units are to remain the same with architectural exterior surfaces as originally built.
2. Homeowner or guest will be financially responsible for causing damage to exterior of building.
3. Homeowners are responsible for the replacement and care of stoops, patios/decks, windows, and doors and shall keep in good state of repair or replacement.
4. Homeowners may install a peephole in their front doors.
5. Security doorbells are allowed.
6. The following exterior door color is approved for painting: White, Black, Red, Green, Navy.
7. No boundary fences are allowed to be erected upon the association property.
8. Privacy or decorative fences are limited to be placed around the decks or patios of the Unit with Board of Director’s approval. (Article 13-Sec 11)
9. No temporary or permanent structure, trailer, basement, tent, shack, garage, barn, or other building shall be used or erected upon any Lot. (Article 13-Sec 6)
10. No basketball hoops, soccer goal, baseball backstop or any sporting equipment shall be constructed or kept on Lot. (Article 13-Sec 8)
11. No pools shall be erected or installed upon any Lot. (Amendment filed on 10/31/2012)
12. Satellite dishes shall not be installed in such a manner to as to cause damage to the roof or roofing materials. The homeowner shall be responsible for all damage caused by satellite dish installations. (Article 13-Sec 7)
13. Upon termination of satellite services or prior to sale of Unit, satellite dish must be removed.
14. Homeowner’s landscaping including shrubs, flowers, trees, plantings, gardens at homeowner’s Unit, shall be maintained 10 feet from foundation by the homeowner. (Article 5-Sec 1)
15. All plantings shall be trimmed and maintained below address numbers upon each Lot as a safety precaution for Fire/Police Department identification of property address.
16. Homeowner shall keep landscaping areas on their lot free from weeds and debris. (Article 13-Sec 4)
17. Homeowners with landscaping around utility boxes shall be responsible for maintaining such landscaping keeping it free from weeds and overgrowth on their Lot. (Article 13-Sec 4)
18. Damages caused by maintenance personnel/contracted lawn services, will not be liable to personal decorations, plants, pots, in landscaping areas or in common areas.

SECTION 9

GARAGES/PARKING RIGHTS: (Article 8)

1. Homeowners may not convert garage area to living space.
2. Garage doors should be kept closed at all times except during times of entering, exiting, or cleaning for the safety of the Association. (Article 8-Sec 12)
3. Vehicles or personal property parked outside the buildings shall not obstruct the driveways, garages or any private street lanes.
4. Homeowners and guests are prohibited from parking or driving on sidewalks or in common association areas.
5. No homeowner or guest shall use driveway for parking or storage of the following: non-operative vehicles, snow mobiles, boats, water vessels, camping vehicles, trailers, commercial vehicles, semi-trucks or trailers, RV’s, campers, off road/all-terrain vehicles, etc. (Article 8-Sec 1)

SECTION 10

RESTRICTIONS ON RENTALS:

1. In order to protect the integrity of the subdivision and to insure those persons residing therein have similar proprietary interests in their Lots and living Units, no living Unit shall be leased/rented for a period of less than one (1) year.
2. No lease/rental agreement to tenants shall be extended or renewed for a period of time longer than two (2) years.
3. No homeowner shall lease his/her living Unit more than one-time during ownership.
4. Homeowner must submit a written request for Board approval to rent unit, no less than 30 days prior to leasing/renting unit.
5. All Units approved for rental must comply with the City of Des Moines, supplying the Association with a copy of current rental certificate.
6. A copy of the Rules must be given to the tenant/renter, with a signed and dated document stating that such copy of Rules were distributed to tenant/renter.

SECTION 11

SNOW REMOVAL POLICY:

1. Snow removal will be scheduled after 2 inches or more of snowfall occurs, and after snowfall has stopped. This may include snow removal during night hours.
2. Ice accumulations will be evaluated with each situation; and at the Board's direction, action will be taken if deemed necessary.
3. Homeowners parking on the driveway surface, if necessary, vehicles should be pulled as close as possible to the garage door. Vehicles remaining in driveways may prevent plowing of driveway.
4. No call backs for snow removal will be rescheduled for snow removal around later moved vehicles.
5. Homeowners are responsible for removing the snow from their Unit patio or decks areas.
6. Homeowners are encouraged to avoid icy areas while walking upon association common areas.

SECTION 12

SAFETY/CRIME FREE PROPERTY: (Article 8 and 14-Sec 15-16)

1. Homeowners, any members of the household, or guests shall not engage in any illegal activity that is to be threatening or intimidating, assault, including but not limited to the unlawful discharge of firearms in or upon the premises, or any activity that jeopardizes the health, safety and welfare of others, or involving imminent or actual serious property damage.
2. Homeowners, any member of the homeowner's household or a guest, will not permit the dwelling to be used for or to facilitate criminal activity, including drug-related criminal activity, engage in unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any location upon the association property, regardless or whether the individual engaging in such activity is a member of the household, or a guest. Any guest/visitor in violation of the Safety/Crime Free Property will be immediately banned from the association property and will be reported to the City of Des Moines Police Department.

SECTION 13


VIOLATION INFRACTION FINES:

1. Distribution of Rules and Regulations to Homeowners are considered Notice.
2. Violation fines may be documented and submitted to the Board of Directors by one of the following:
 - Homeowner written documentation notice of violations;
 - Homeowners attendance at board meeting addressing the Board members;
 - Pictures or videos of violations;
 - Police Report;
 - Board member documentation of violations;
3. If a Homeowner violates the Covenants, Bylaws or Rules and Regulation:
 - a. Homeowners shall be assessed **\$25.00** for first act of any violation;
 - b. Any subsequent violations will be assessed **\$50.00** each thereafter;
 - c. Homeowners found to be in violation of a Rule outlined in a Rule section, shall incur the additional charges as outlined in that Rule section for the violation of first act;
 - d. All fines and fees for violations assessed to the Homeowner, shall be payable within 30 days of notice. A late fee of **\$25.00** will be assessed monthly if fine is not paid in full.
 - e. Pending dispute of fine assessments are due within the 30 day of notice. A refund will be given if so directed by the Board of Directors. Late fees will not be refunded.
4. All disputes between Homeowners or regarding individual fines, shall be heard at the next regular scheduled board meeting, after submitted written rebuttal notice from homeowner has been received by Board of Director's or presented to Management office.
5. Determination of all fines by Board of Directors, shall be final and binding.

Except as so amended, the remainder of the Declaration and Bylaws remains in full force and effect.

I hereby state by my signature, being the President of the Association, the Board of Directors of **Sterling Trace Townhomes Association** has adopted such policy and shall remain in effect unless amended by the Board of Directors of the Association.

STERLING TRACE TOWNHOMES ASSOCIATION



Jackie Radke, President

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 9th day of June, 2022 before me, a Notary Public in and for the State of Iowa, personally appeared **Jackie Radke**, to me personally known who, being by me duly sworn, did say that that person is **President** of said corporation, that said instrument was signed and sealed on behalf of said corporation by its Board of Directors, and that the said **Jackie Radke** acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.





Notary Public of the State of Iowa

BYLAWS
OF
STERLING TRACE TOWNHOMES ASSOCIATION

ARTICLE I. PURPOSES

Sterling Trace Townhomes Association (hereinafter called the "Association") will conduct its activities to promote the purposes for which it was organized as set forth in Articles III and IV of the Articles of Incorporation. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Bylaws, the Association shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 528 of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE II. OFFICES

Section 2.1 Principal Office. The principal office of the Association in the State of Iowa shall be located in the City of West Des Moines, Dallas County, Iowa. The Association may have such other offices, either within or without the State of Iowa as the Board of Directors may designate or as the business of the Association may require from time to time.

Section 2.2 Registered Office. The registered office of the Association in the State of Iowa may be, but need not be, identical with the principal office in the State of Iowa, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III. MEMBERSHIP

Section 3.1 Members. Every owner of a Lot in Sterling Trace Townhomes shall be a Member of the Association. When more than one person holds an interest in any Lot, all such persons shall be Members. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment set forth in the Declaration of Covenants, Conditions and Restrictions. Ownership of a Lot shall be the sole qualification for membership.

Section 3.2 Voting. Subject to the provisions of Section 3.4 of this Article, the owner(s) of a Lot shall be entitled to one vote for each Lot owned. The vote for each Lot shall be exercised as the owners of the Lot, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3.3 Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment against the Member's Lot remains unpaid. The Association may suspend the voting rights of a Member for a period not to exceed sixty (60) days for

an infraction of the Association's published rules and regulations.

Section 3.4 Sole Voting Member. Sterling Trace Townhomes, L.C. shall be the only Member of the Association entitled to vote for so long as it holds title to any Lot or until it waives, in writing, its right to be the sole voting member.

Section 3.5 Annual Meeting. The annual meeting of the Members shall be held the first Monday in each month of January in each year beginning with the year 2005, for the purpose of electing the Board of Directors of the Association and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If a quorum is not present for the election or transaction of business on the day designated herein for the annual meeting of the Members, the Members shall cause the annual meeting to be held at a special meeting of the Members as soon thereafter as it may conveniently be held. Notwithstanding the foregoing, no annual meetings of the Members shall be required for so long as Sterling Trace Townhomes, L.C. shall be the only Member of the Association entitled to vote or until it waives, in writing, its right to be the sole voting member.

Section 3.6 Special Meetings. Special meetings of the Members may be called by or at the request of the President or a majority of the Members upon the written demand, signed, dated and delivered to the Secretary. Such written demand shall state the purpose or purposes for which such meeting is to be called. The time, date and place of any special meeting shall be determined by the Board of Directors, or, at its direction, by the President.

Section 3.7 Notice of Meetings. Written notice stating the place, date and time of each annual meeting and special meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than five (5) days and not more than fifty (50) days before the date of the meeting, delivered personally or mailed to each Member at his or her personal or business address. Such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid.

Section 3.8 Quorum. Twenty-five percent (25%) of the number of the Members shall constitute a quorum for the transaction of business at any meeting of the Members, but if less than the required quorum is present at a meeting, a majority of the Members present may adjourn the meeting without further notice. 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 fifty percent (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Subject to Section 3.4 of this Article, if a quorum is present, the affirmative vote of a majority of the number of the Members shall be the act of the Members.

Section 3.9 Presumption of Assent. A Member of the Association who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken unless the Member's dissent shall be entered in the minutes of the meeting or unless the Member has submitted written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent

shall not apply to a Member who voted in favor of such action.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.1 General Powers. The business and affairs of the Association, shall be managed by its Board of Directors. The Board of Directors shall manage the business and affairs of the Association in such a manner so as to comply with the meaning of the terms and limitations of the Articles of Incorporation, these Bylaws and the Declaration of Covenants, Conditions and Restrictions so that such actions will not jeopardize the federal income tax exemption of this Association pursuant to the provisions of Section 528 of the Internal Revenue Code as now in force or as may be amended.

Section 4.2 Number, Tenure and Qualifications. Subject to Section 4.3 of this Article, the Board of Directors of the Association shall consist of three (3) Directors, which number may be changed from time to time by vote of the Members of the Association. The Directors shall serve for a term of one (1) year commencing with appointment or until a successor shall have been appointed or elected and qualified.

Section 4.3 Appointment of Board of Directors. Sterling Trace Townhomes, L.C. shall appoint the Board of Directors of the Association and determine the number of Directors of the Association for so long as it holds title to any Lot or until it waives, in writing, its right to be the sole voting member.

Section 4.4 Annual and Regular Meetings. An annual meeting of the Board of Directors shall be held without notice immediately after, and at the same place as the annual meeting of the Members for the purpose of organization, election of Officers and the transaction of other business. Regular meetings of the Board of Directors may be held at such time and place as the Board of Directors shall by resolution fix and determine from time to time without other notice than such resolution.

Section 4.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Iowa, as the place for holding any special meeting of the Board of Directors called by them.

Section 4.6 Notice. Notice of any special meeting shall be given not less than five (5) days and not more than fifty (50) days before the date on which the meeting is to be held, by written notice delivered personally or mailed to each Director at his/her personal or business address. Such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Except as otherwise provided in these Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.7 Quorum. A majority of the number of Directors shall constitute a quorum for

the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice. At all meetings of Directors, a quorum being present, the act of the majority of the Directors present at the meeting shall be the act of the Board of Directors.

Section 4.8 Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless the dissent shall be entered in the minutes of the meeting or unless the Director submits a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 4.9 Action Without Meeting. Any action required to be taken at a meeting of the Directors, or any other action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. For purposes hereof, facsimile signatures shall be adequate to show consent.

Section 4.10 Resignation and Removal. Any Director may at anytime resign by serving written notice thereof on the remaining Directors. A Director may be subject to removal, with or without cause, at a meeting of the Members called for that purpose in the manner prescribed by law. A Director who misses more than three (3) consecutive board meetings will be subject to removal upon resolution by the Board of Directors.

Section 4.11 Vacancies. Subject to Section 4.3 of this Article, any vacancy occurring in the Board of Directors and, to the extent permitted by law, any Directorship to be filled by reason of an increase in the number of Directors, may be filled by election by a majority of the then sitting Directors of the Association. A Director so elected shall serve the unexpired term of his/her predecessor in office or the full term of such new Directorship, as the case may be.

Section 4.12 Compensation. Directors shall serve without compensation, except reasonable expenses may be paid. However, to the extent deemed necessary by the Association, the Association may retain the services of a Director other than in the capacity as a Director and the Director may be compensated for services so rendered as the Board of Directors may from time to time deem appropriate.

ARTICLE V. OFFICERS

Section 5.1 Designation of Officers, Election and Term of Office. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. Any two or more offices may be held by the same person. The Officers shall be elected annually at the annual meeting of the Board of Directors held after the annual meeting of the Members and each Officer shall hold office until a successor shall have been duly elected and qualified or upon death, resignation or removal.

Section 5.2 Management Company. So long as Sterling Trace Townhomes, L.C. holds title to any Lot or until it waives, in writing, its right to be the sole voting member, the Board of Directors may, in its discretion, contract with a professional management company to manage the regular business and affairs of the Association and shall have other such powers and duties as the Board of Directors shall specify at the expense of the Association.

Section 5.3 Resignation. Any Officer may at anytime resign by serving written notice thereof on the Board of Directors. Such resignation shall take effect upon receipt thereof or at any later time specified therein; and, unless otherwise specified therein, acceptance thereof shall not be necessary to make it effective.

Section 5.4 Removal. Any Officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any Officer holding the position of President, Vice President, Secretary or Treasurer shall automatically be removed if the individual holding the subject office is no longer a Member.

Section 5.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

Section 5.6 Salaries. The President, Vice President, Secretary and Treasurer shall serve with compensation which shall be fixed from time to time by the Board of Directors. Further, to the extent deemed necessary by the Association, the Association may retain the services of the President, Vice President, Secretary and Treasurer other than in their capacity as such Officers and they may be compensated for services so rendered as the Board of Directors may from time to time deem appropriate.

ARTICLE VI. INDEMNIFICATION

Except for any prohibition against indemnification specifically set forth in these Bylaws or in the Iowa Nonprofit Corporation Act at the time indemnification is sought by any member, director, officer, employee, volunteer or agent of the Association, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that the person is or was a member, director, officer, employee, volunteer or agent of the Association, or is or was serving at the request of the Association as a member, director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise (such serving as a member, director, officer, employee or agent of the Association or at the request of the Association referred to herein as "serving on behalf of or at the Association's request"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding if the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in

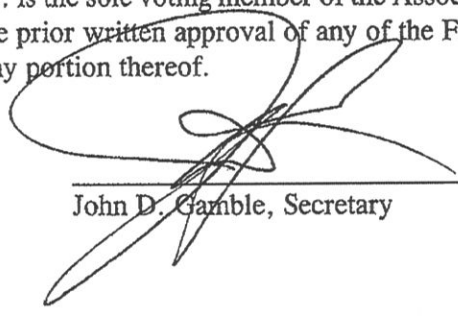
good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that person's conduct was unlawful.

ARTICLE VII. SEAL

The Association shall have no corporate seal.

ARTICLE VIII. AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority vote of the Directors of the Board of Directors at any regular or special meeting of the Board of Directors provided that a minimum of thirty (30) days notice in writing of the character of the proposed alteration, amendment or repeal is given to all Directors of the Board of Directors. As long as Sterling Trace Townhomes, L.C. is the sole voting member of the Association, any amendments to these Bylaws shall be subject to the prior written approval of any of the Federal Mortgage Agencies having an interest in the Lots or any portion thereof.



John D. Gamble, Secretary



Doc ID: 026621190022 Type: GEN
Kind: RESTRICTIVE COVENANT
Recorded: 10/31/2012 at 02:49:48 PM
Fee Amt: \$112.00 Page 1 of 22
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2013-00041133

BK 14511 PG 819-840

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Prepared by: Clifford Swartz, 6701 Westown Pkwy, Ste 100, West Des Moines, IA 50266 (515)274-1450
RETURN TO Return to: Clifford Swartz, 6701 Westown Pkwy, Ste 100, West Des Moines, IA 50266

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

KNOW ALL PERSONS BY THESE PRESENTS that River Valley Bancorp, Inc. d/b/a/ Valley Bank ("Valley Bank") as **Successor Declarant** hereby amends and restates the Declaration of Covenants, Conditions and Restrictions as originally filed on June 22, 2005 in Book 11129, Page 871 and amended by Amendment filed on October 29, 2010, in Book 13640, Page 526, which originally applied to the following described real property:

Lots 29 -74 in STERLING TRACE PLAT 1, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa (hereinafter the "Properties").

WHEREAS, some of the lots described (hereinafter referred to as the "Properties"

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Sterling Trace Phase II Homeowners Association, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa, 2004, as amended.

Section 2. "Association Responsibility Elements"

Section 2.A "Townhome Lot Responsibility Elements" shall mean the following:

- (a) The exterior surface of the Townhome Building upon a Lot, excluding windows, doors, stoops, patios, decks, unattached personal property and

any additions made to the Living Units whether or not approved by the Association (for example, flags or barbeque grills).

- (b) The structural portion of the Townhome Building upon a Lot.
- (c) The roof, gutters, downspouts, and foundations of the Townhome Building upon a Lot.
- (d) Any common wall between residential structures upon Townhome Lots, except the interior surfaces thereof.
- (e) The yard surrounding the residential structure upon a Townhome Lot, excluding any gardens, plants or flowers installed by any Owner.
- (f) Private streets, driveways and sidewalks located on or adjacent to a Townhome Lot.
- (g) Conduits, ducts, plumbing, wiring, pipes and other facilities within the attic or basement of a residential structure which are carrying any service to more than one Townhome Living Unit.
- (h) Irrigation system serving a Townhome Lot.
- (i) Buffer Park on Lots 47 and 48, Landscape Planting and Materials.

Section 2.B. "Single Family Lot Responsibility Elements." The Association shall have no responsibility for any costs associated with a Single Family Lot or Living Unit located thereon. The owner of a Single Family Lot shall be responsible for all costs associated with the Lot and Living Unit located on the Lot, including the maintenance of any part of the Buffer Park on a Single Family Lot.

Section 2.C. "General Association Responsibility Elements: shall mean the following and shall apply to both Townhome Lots and Single Family Lots:

- (a) Entrance Signs.
- (b) Common Area.
- (c) Insurance Premiums related to the Common Areas.

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

Section 4. "Buildings." "Townhome Building" shall mean and refer to any structure containing two or more attached single-family Living Units that may be

constructed on a Lot or on several Lots. "Single Family Building" shall mean a single-family Living Unit that may be constructed on a Single Family Lot.

Section 5. "City" shall mean the city of Des Moines, Iowa.

Section 6. "Common Area" shall mean and refer to Outlot "Z" in STERLING TRACE PLAT 1, an Official Plat now included in and forming a part of the City of Des Moines, Polk County, Iowa as shown on the Official Plat thereof, which Outlot contains a pond.

Section 7. "Common Elements" shall mean all common water lines, sewers, gas lines, electric lines and other utility service facilities located within the Townhome Lots that serve more than one Living Unit.

Section 8. "Declarant" shall mean and refer to Valley Bank, its successors and assigns.

Section 9. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions to which the Properties are subject.

Section 10. "Federal Mortgage Agencies" shall mean and refer to those federal agencies who have or may come to have an interest in the Properties, 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 11. "Living Unit" shall mean and refer to a building situated upon a Lot and designed and intended for use and occupancy as a resident by a single family.

Section 12. "Lot" shall mean and refer to any of the lots in Lots 29 -74 in STERLING TRACE PLAT 1, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa as shown on the Official Plat thereof and any Lots created by the division of such Lots. "Townhome Lots" shall mean those Lots described on Exhibit "A" attached hereto. "Single Family Lots" shall mean those Lots described on Exhibit "A" attached hereto. The rights and obligations under this Declaration relating to ownership of the Lots shall apply as described herein.

Section 13. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 14. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers and vendees, 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.

Section 15. "Properties" shall have the meaning set forth on Page 1 hereof.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership and Voting. 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 that is subject to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership. Subject to provisions of Sections 2 and 3 of this Article, the Owners of a Lot 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 considered a singular member for that Lot. The vote for such Lot shall be exercised as the multiple owners of such lot, among themselves, may determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 2. Declarant as Sole Voting Member. Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member of the Association until Declarant no longer owns any portion of any Lot, or until Declarant waives, in writing, its right to be the sole voting member, Declarant shall have the right to elect all Directors and to cast all votes as it deems appropriate. Each Owner by acceptance of a deed to a Lot shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

Section 3. Votes for Townhome Lot Owners. Those Owners of a Townhome Lot shall be considered Townhome Members and shall have the voting rights as described in this Section. Each Townhome Member shall have one vote on the following matters:

- (a) Townhome Lot Responsibility Items as described herein and all assessments related thereto.
- (b) General Association Responsibility Elements and all assessments relating thereto.
- (c) Election of Townhome Directors as hereinafter described.
- (d) All matters described in Articles VI, VII, VIII, X, XI and XIII as the same relate to Townhome Lots or Common Areas.

Section 4. Votes for Single Family Lot Owners. An Owner of a Single Family Lot shall be considered Single Family Members and shall have the voting rights described in this Section. Each Single Family Lot Member shall have one vote on the following matters:

- (a) General Association Responsibility Elements and all assessments related thereto.
- (b) Election of Single Family Directors as hereinafter described.
- (c) All matters described in Articles VI, VII, VIII, X, XI and XIII as the same relate to Single Family Lots or Common areas.

Section 5. Board of Directors. The voting Townhome Members shall elect three (3) Directors (the "Townhome Directors") and the voting Single Family Members shall elect three (3) Directors (the "Single Family Home Directors"). Voting procedures for the election of Directors shall be as established in the Bylaws. The Townhome Directors shall have the sole right to vote on issues that affect the Townhome Responsibility Elements. The Townhome Directors and the Single Family Directors shall have the right to vote on General Responsibility Elements.

Section 6. Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment here under against his/her/its Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

Section 7. Notice of Meetings of Members. 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 five (5) nor more than fifty (50) 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 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/her/its address as it appears on the records of the Association, with postage thereon prepaid.

Section 8. Duration. No dissolution of the Association shall occur without the prior approval and consent of the City.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any 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: (1) monthly assessments or charges, (2) special assessments for capital improvements and operating deficits and (3) special assessments as provided in this Article III, Article V and Article VI; such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with late fees, 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. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment became due.

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 Properties and for the insurance, improvement, maintenance, repair, replacement, removal and demolition of the Townhome Association Responsibility Elements and the General Association Responsibility Elements situated on the Properties and for other purposes specifically provided herein.

Section 3. Monthly Assessment. The monthly assessments for a Townhome Lot and a Single Family Lot shall be established by the Board of Directors.

(a) For Townhome Lot \$ _____

(b) For Single Family Lot \$ _____

A portion of such monthly assessments may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the Townhome Association Responsibility Elements, the General Association Responsibility Elements and any capital improvement that the Association is required to maintain.

A Lot shall not be subject to assessment until the first day of the month following the date of occupancy as a residence or date of closing, whichever comes first

Declarant shall not be liable for annual or special assessments upon Lots owned by it. Declarant is not responsible for the establishment of a budget as long as Declarant is the sole voting member of the Association.

Notwithstanding anything herein to the contrary, an assessment, monthly or special, shall be limited in purpose for either the Townhome Responsibility Elements, to be paid proportionately by all of the Townhome Lot Owners, and the General Responsibility Elements, to be paid proportionately by all Lot Owners.

Section 4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly 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, replacement, removal or demolition of a capital improvement that the Association is required to maintain or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Townhome Lot and Single Family Lot Assessments. All Assessments, monthly and special, shall be specifically identified as Townhome Lot Assessments and Single Family Lot Assessments. Any Member approval with respect to any assessment shall be made only by those Lot Owners that will be affected by such assessment.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all voting Members who are authorized to vote on such assessment not less than five (5) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of twenty-five percent (25%) of the Members or proxies entitled to cast votes on the Assessment 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 fifty percent (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all Lots which may be assessed and may be collected on a monthly basis.

Section 8. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall commence as to each respective Lot on the first day on which an Owner occupies a Living Unit or a Lot. LOTS OWNED BY THE DECLARANT THAT DO NOT HAVE COMPLETED LIVING UNITS CONSTRUCTED THEREON AND COMPLETED UNITS THAT ARE NOT SOLD, LEASED OR OCCUPIED SHALL BE EXEMPT FROM THE ASSESSMENTS DESCRIBED IN THIS ARTICLE III AND THE ASSESSMENTS DESCRIBED IN ARTICLE VI. The maintenance responsibilities of the Association, if any, as to each Lot shall commence concurrently with the commencement of monthly assessments. The insurance assessment described in Article VI shall commence as to each Lot on the first day of the first month following the date of conveyance of the Lot to an Owner (See Article VI, Section 3). The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. 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 9. 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 or at the highest rate allowed by Iowa

law, whichever is lower. 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 said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of the Owner's Lot.

Section 10. Subordination of Assessments Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on any Lot. The assessment shall be paid prior to or at the closing of sale or transfer of any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. The failure of an Owner to pay assessments as provided in this Article III shall not constitute a default under a mortgage insured by the Federal Mortgage Agencies.

ARTICLE IV DECLARANT'S RIGHTS

Declarant reserves the right to use any of the Lots as models and to sell, assign, or conduct other businesses in connection with the construction and development of the project from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain models, erect signs, maintain an office, staff the office with employees, and to show Lots then unsold. Declarant retains the right to be considered an Owner of any Lot that remains unsold. Declarant also reserves the right to make changes in the number, location, or manner of construction of buildings and other improvements on the Properties including, without limitation, the substitution of screened-in porches for decks on certain Lots designated by Declarant; provided that in all cases, such changes shall be accomplished in a manner consistent with applicable laws and ordinances.

ARTICLE V MAINTENANCE

Section 1. Maintenance by Owners. Unless otherwise provided herein, the Owner of each Lot shall furnish and be responsible for, at the Owner's own expense: (a) all maintenance and repairs of the Owner's Lot and all structures, improvements, and equipment located thereon including decorating and replacements within the Owner's Living Unit, the heating and air conditioning systems and any partitions and interior walls appurtenant to the Living Unit; (b) the maintenance, repair, and replacement of all

windows in the Owner's Living Unit, the doors leading into the Living Unit, all electrical fixtures located on the exterior of the Living Unit, and any and all other maintenance, repair, and replacements of the improvements, including decks, patios and stoops, including snow removal therefrom, shrubs, flowers, trees, plantings, gardens, and other landscaping, on the Owners Lot unless otherwise provided herein; (c) the maintenance, repair and replacement of all electrical wiring from the main electrical box to the Owner's Living Unit, notwithstanding the fact that such wiring crosses a Common Element or is located off-premises from the Owner's Lot; (d) maintaining exterior light fixtures of the Living Unit, including replacement of the light bulbs, and the Owner shall keep such light fixtures illuminated from dusk to dawn daily.

To the extent that equipment, facilities and fixtures (including fences) within any Lot shall be connected to similar equipment, facilities, or fixtures affecting or serving other Lots, then the use thereof by the Owner of such Lot shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors or the manager or managing agent for the Association shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to any equipment, facilities or fixtures affecting or serving other Lots.

Any repair or replacement of an exterior structure, improvement or equipment (including, without limitation, electrical fixtures) shall match the original item that it repairs or replaces. All exterior structures, improvements and equipment (including, without limitation, decks and fences) shall be constructed in accordance with local ordinances and building codes.

Section 2. Maintenance of Driveways. As to the Townhome Lots only, the Association shall be responsible for the maintenance, including snow removal, repair of all driveways and for the maintenance and repair of any pedestrian walkways or sidewalks, excluding the stoops located at entrances of any Townhome Living Unit, constructed or to be constructed within the Townhome Lot. Driveways shall be maintained at all times in such manner as to provide ingress and egress, both pedestrian and vehicular, from each Townhome Lot to and from a public street or highway. The specification for replacement of any driveways, walkways or sidewalks shall be determined by the Board of Directors, or by an architectural committee composed of three (3) or more representatives appointed by the Townhome Directors. The obligations of the Association in this Section shall not apply to Single Family Lots or Living Units located thereon.

ARTICLE VI INSURANCE

Section 1. Casualty Insurance. The Association shall obtain a master casualty insurance policy or policies affording fire and extended coverage insurance for the Townhome Association Responsibility Elements in an amount equal to the full replacement value thereof. The Association may obtain "all risk" coverage for the

Townhome Association Responsibility Elements. 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. The Association 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 maintenance assessment for each Lot on a pro rata basis. Such insurance coverage shall be for the benefit of the Association, each Townhome Lot Owner, and, if applicable, the first Mortgagee of each Townhome Lot.

The master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provision that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, the Owners and their respective agents and guests, and (b) waives any defense based on invalidity based upon the acts of the insured; and providing further that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by any Owner 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 organization of the Association or Board of Directors, its agents and employees, the 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, worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem 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 to the Association. Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association.

Section 3. Monthly Assessment for Insurance. The premiums for all such insurance hereinabove described shall be paid by the Association and the pro rata cost thereof shall become a part of the monthly assessment (over and above the assessments described in Article III, Sections 3 and 4 herein) to which each Lot, both Townhome and Single Family, conveyed by Declarant shall be subject under the terms and provisions of Article III, Section 7. Each Owner shall prepay to the Association at the time a Lot is conveyed to such Owner an amount equal to twelve (12) monthly insurance assessments and shall maintain such prepayment account at all times. 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 promptly furnished to each Owner, mortgagee, the City of whose interest may be affected thereby, which notice shall be

furnished by the officer of the Association who is required to send notices of meetings of the Association.

Section 4. Distribution to Mortgagee. In no event shall any distribution of proceeds be made by the Board of Directors 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 the mortgagee jointly, or in accordance with the terms of any endorsement in favor of the mortgagee.

Section 5. Additional Insurance. Each Owner shall obtain additional insurance at the Owner's expense, affording coverage upon the Owner's personal property, the contents of the Owner's Living Unit, and all components of the Owner's Living Unit not herein as the responsibility of the Association. Each Owner shall obtain comprehensive public casualty insurance, at the Owner's expense, affording coverage upon the Owner's Lot with a combined single limit of not less than \$300,000 per occurrence. Such insurance shall provide that it 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 on 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 Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association or the Single Family Lot Owner and the proceeds of insurance, if any, shall be applied for that purpose. If for any reason the Association chooses not to repair or reconstruct any Building damaged or destroyed by fire or other casualty, the Townhome Lot Owner(s) of the affected Lots shall have the right, but not the obligation, to perform such repair or reconstruction and to collect the cost thereof from the Association.

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 of a Townhome Living Unit, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area (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 the amount of such deficiency.

For the purposes of Section 6 above, repair, reconstruction and restoration shall mean construction or rebuilding of any Building or Buildings to as near as possible the same condition as it existed immediately prior to the damage or destruction and 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 may be retained by the Association as a reserve or maybe used in the maintenance and operation of the Properties, or, in the discretion of the Board of Directors, may be distributed to the Owners of the Townhome Building or, if such proceeds relate to the Common Areas, all Owners, affected and their mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damages shall not constitute a waiver of any rights against Owner for committing willful or malicious damage.

ARTICLE VII EASEMENTS

Section 1. Drainage, Utility and Sewer Easements. As noted on the recorded Plat of the Properties, Declarant has reserved certain areas of the Lots for public utility and sewer easements. In doing so, it is the intention of Declarant to provide the needed flexibility, 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 service (including all lines, pipes, wires, cables, ducts, etc.) to the Living Units constructed on the Lots. No other improvements or permanent structures (excluding walkways, driveways and fences) shall be placed within such easements and any fences installed shall be subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair, or remove any necessary facilities and the right of Declarant and the Association to provide for and maintain appropriate drainage. Regardless of whether shown on the recorded plat, each Lot shall accept surface water drainage from adjacent properties whether or not located within the Properties and each Lot shall have the right to drain its surface water to the adjacent Lots located within the Properties.

Section 2. Additional Easement Rights. Declarant reserves unto itself, for the benefit of all Lots and Owners, an easement right, title, and authority to relocate, alter or otherwise change the location of any drainage, utility or sewer easement and to grant such further easements, licenses, and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Properties. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, or other easement, license or right-of-way by written instrument, or amendment to the Plat recorded in the Office of the Recorder of Polk County, Iowa. Each Owner shall take title subject to the right and easements reserved herein; provided, however, the rights reserved in this Section 2 shall not be exercised in a manner which unreasonably and adversely affects any Building or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any Lot. The rights and easements reserved by Declarant in this Section 2 shall run with the land and Declarant's right to further alter or grant easements shall automatically

transfer to the Association when Declarant shall have conveyed the last Lot within the Properties.

Section 3. Easement for Access and Maintenance. The Association, its agents, and contractors and each Owner shall have an easement and license to, in and over each Lot for the purpose of performing its maintenance obligations and for access to the rear of the Lot owned by such Owner.

Section 4. Easement for Water Usage. The Association, its agents, and contractors shall have an easement and license to use hoses, bibs and water from all Townhome Lots for the purpose of performing its maintenance obligations.

Section 5. 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 all Lots and any pedestrian walkways or sidewalks.

Section 6. Easement for Signs. Declarant reserves unto itself for so long as it owns any Lot, and thereafter reserves and grants to the Owners by and through the Association, the right and easement to erect and maintain an entryway sign or signs.

Section 7. Driveways and Entrances. An easement is hereby reserved and granted for the use of all Lots served by one driveway over such driveway. To the extent that a driveway serving a Living Unit is located partially or wholly on another Lot or Lots, the Owner of the Living Unit served by such driveway shall have the benefit of any easement over that portion of the other Lot or Lots covered by the driveway. This driveway easement shall be for ingress and egress purposes and no Owner shall park or allow to be parked any vehicular or other obstruction within the driveway area so as to prevent access to the Living Units that such driveway serves. Further, 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. In the event Living Units are served by a shared front entry stoop and to the extent of such shared stoops a reciprocal easement is granted for the benefit of each served by such shared entry stoop. No Owner shall obstruct or allow obstructions on any sidewalk or pedestrian walk or shared entry stoop which would impair use and access to the Living Unit which such sidewalk or entry stoop serves.

Section 8. 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, heating and air conditioning systems and similar services to other Lots, including the location of utility meters and equipment on one Lot for service to other Lots.

- (c) Each Lot is burdened with an easement of ingress and egress for maintenance, repair and replacement of Townhome Association Responsibility Elements by the Association.
- (d) Each Lot is burdened with an encroachment easement for minor encroachments of common walls due to settling, shifting or inexact location during construction.
- (e) Each Lot is burdened with easements for public utilities and sidewalks as may be shown upon any recorded subdivision plat.

ARTICLE VIII PARKING RIGHTS

Section 1. Use of Parking Spaces, Guest Parking and Parking on Public Streets. Subject to the provisions of Article VII, Section 7 above, the paved driveway in front of each Owner's garage shall be for the exclusive use of such Owner and the Owner's guests. However, no one, including the Owner and the Owner's guests, shall use these parking spaces, the designated guest parking or the public streets located within the Properties, for the parking or storage of any watercraft, snowmobiles, commercial vehicles, trailers, camping vehicles or other recreational vehicles. Automobiles of the Owner and the Owner's guests may be parked in the paved driveway in front of the Owner's garage, or in the designated guest parking for a maximum of seven (7) days. To park an automobile in such areas for a period of time longer than seven (7) days, the Owner must notify the Association. In the event of a violation of this provision, the Association may, after reasonable notice, remove any such snowmobiles, watercrafts, commercial vehicles, trailers, recreational or camping vehicles or any other vehicle.

Section 2. Storage and Access. Bicycles, toys or other personal property shall not be allowed to obstruct any driveway, nor shall the same be stored alongside building walls or in any other location open to public view. No vehicles shall be parked so as to impede access from or to any Lot or public street. No fence, barrier or other obstruction of any kind shall be placed or constructed so as to impede access from or to any Lot or public street.

Section 3. Temporary Parking. Notwithstanding the foregoing, the temporary or incidental parking of trucks or other commercial vehicles shall be allowed for the making of pickup and deliveries to neighboring Lots. In addition, during construction of the Living Units, Declarant may use the driveways, sidewalks, public streets and similar areas within the Properties, as it deems appropriate.

ARTICLE IX PARTY WALLS – TOWNHOME LOTS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Townhome Building upon the Properties and placed on the dividing lines 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.

Section 2. Sharing of Repair and Maintenance. The costs of repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, any Owner who by the Owner's 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.

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 X ARCHITECTURAL CONTROL

No building, fence, wall or other structure, except as originally constructed by or on behalf of Declarant, shall be commenced, erected, altered or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof be made (including screen door, satellite dishes and similar fixtures) 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 all of the Board of Directors, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. Any change in the appearance or the color of any part of the exterior of a building (including the exterior items for which the Owner is responsible for maintenance pursuant to Article V, Section 1, hereof) shall be deemed a change thereto and shall require the approval therefor as above provided.

ARTICLE XI SIGNS AND HOME OCCUPATIONS

Section 1. Signs. No signs of any kind including rental signs (other than interior window signs) and further including signs of any nature, kind, or description that identify, advertise, or in any way describe the existence or conduct of a home occupation, shall be displayed on any Lot without the prior written approval of the Board of Directors; provided, however, that an Owner shall be entitled to display one (1) "for sale" sign of standard and customary size and materials in connection with attempts by the Owner to market a Lot. Nothing in this Article shall affect the rights of Declarant provided in Article IV.

Section 2. Home Occupations. No home occupation shall be conducted or maintained on any Lot other than one which is incident to a business, profession or occupation of the Owner or occupant of any such Lot and which is generally or regularly conducted in another location away from such Lot. No child-care service or activity shall be regularly conducted on any Lot, except for incidental childcare activities for the sole benefit of the Owner of a Lot. Nothing contained herein shall be construed or interpreted to affect the activities of Declarant in the sale of Lots or single-family dwellings as a part of the development of the Properties.

ARTICLE XII ENCROACHMENTS AND EASEMENTS FOR BUILDINGS

Section 1. Encroachment. If, by reason of the location, construction, settling or shifting of a Building, any part of a Building consisting of Living Unit appurtenant to a Lot(hereinafter in this Article XII 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, for the period during which the encroachment exists.

Section 2. Easements. Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in or on any other Lot or Living Unit and serving such Owner's Lot.

ARTICLE XIII ADDITIONAL RESTRICTIONS

Section 1. No Lot shall be used except for residential purposes, as defined in the Des Moines Zoning Ordinance, except for rights of Declarant as provided in Article IV. No buildings, structures or sheds shall be erected on any Lot other than the Living Units or replacements thereof.

Section 2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than a total of two (2) dogs; or one (1) dog and one (1) cat; or two (2) cats, each animal weighing less than 20 pounds at full growth, may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No dogs or cats shall be permitted outside of the Living Unit unless leashed and attended by the Owner. No dog runs, doghouses or unattended chains shall be permitted. The Owner shall be responsible for prompt removal and disposal of all waste from their dogs or cats. The Association may, by rules and regulations, prohibit or further limit the raising, breeding or keeping of any pet on any Lot.

Section 3. No noxious or offensive activities not involving the maintenance of Lots shall be carried on upon any Lot nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood. Nor shall any Lot be used for any unlawful purpose. Nor shall any Owner cause, or suffer or harbor the source of, any noise or activity that disturbs the peace, comfort and quiet enjoyment of other Owners or those claiming under or through other Owners.

Section 4. The Owner of each Lot shall keep the same free of weeds and debris.

Section 5. No trash receptacles and garbage cans shall be permitted to be placed outside of a Building or a structure on any 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 by any private removal service, on trash pickup days only and not more than twenty-four (24) hours in advance of pickup. The Owners, individually or collectively, shall contract with only one (1) private removal service.

Section 6. No temporary structure, 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.

Section 7. No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on Buildings, on Living Units, on Common Areas or on garages without written consent from the Board of Directors. Owners must submit a request to install said services in writing to the Board of Directors prior to such installation. Requests should include type, size and location of the tower, antenna, dish, or other device Owner seeks permission to construct, install, modify, or attach. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) inches or less in diameter shall be permitted on the back one-half of Owner's Building, porch or deck. Owner must submit notification to the Board of Directors in writing of Owner's intent to install said services. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling shall be permitted for the cable from such exterior tower, antenna or receiver dish. The Association shall collect a fully refundable deposit, to be determined by the Board of Directors from time to time, from the Owner upon installation of the tower, antenna or receiver dish for purposes of

repairing any damage caused to the Building, Living Unit, porch or deck by the installation or removal of such tower, antenna or receiver dish.

Section 8. No basketball goal (whether attached to the exterior of a Living Unit or affixed to a free standing pole), soccer goal, baseball backstop or other similar sporting equipment shall be constructed upon any Lot.

Section 9. All unattached sporting equipment, toys, outdoor cooking equipment, and other equipment and supplies necessary or convenient to residential living shall be stored on the patio or deck of the Living Unit. The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious weed or other noxious substance, and the harboring of the source of any noise or activity which disturbs the peace, comfort and serenity of Owners is prohibited.

Section 10. The Owners shall be individually responsible for utility charges which they incur for water and sewer services in the same manner as persons occupying single-family detached houses.

Section 11. No fence shall be allowed to be constructed on any Lot without prior written approval from the Board of Directors. Any fence approved by the Board of Directors shall be limited to privacy or decorative fences located around the decks or patios of the Living Units.

Section 12. No personal property shall be stored or left upon a Lot except within the residential structure or garage located upon the Lot. Garage doors shall be kept closed except during times of access to the garage.

Section 13. Nothing shall be altered in, constructed in, or removed from the Common Area, except upon written consent of the Board of Directors.

Section 14. No activity shall be allowed which unduly interferes with the peaceful possession and use of the Properties by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

Section 15. Nothing shall be done or kept in any Lot or in the Common Area which will increase the rate of insurance on the Common Area or the Association Responsibility Elements without prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Owner's Lot or in the Common Area which will result in the cancellation of insurance on any Lot or any part of the Common Area 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 that 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, the Common Area and the Association Responsibility Elements. Such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns, and licensees.

Section 18. Agents or contractors of 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 as practicable.

Section 19. Neither the Owners nor the Association nor the use of the Common Area shall interfere with the completion of the contemplated improvements and the sale of the Lots by the Declarant. The Declarant may make such use of the unsold Lots and the Common Area as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, model home, the showing of the property and the display of signs.

Section 20. Failure of the Association or any Owner to enforce any covenant, condition or restriction of this Declaration, the Articles of Incorporation or Bylaws 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. No structure or improvements (including, without limitation, fences) shall be constructed within the Buffer Park.

ARTICLE XIV GENERAL PROVISIONS

Section 1. Right of Enforcement. In the event of a violation, or threatened violation of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the Owners and all parties claiming under them, and the City(if it so elects by approval of its City Council) shall have the right to enforce 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 changed by an instrument recorded in the Office of the Recorder of Polk County, Iowa, signed or approved by at least two-thirds of the then Owners; provided, however, none of the rights or duties of Declarant reserved or set out hereunder maybe amended or changed without Declarant's prior written approval. Notwithstanding the foregoing, this Declaration may be amended by Declarant without approval by the other Owners so long as Declarant has any ownership interest in any Lot.

This Declaration may also be amended by Declarant, if it then has any ownership interest in any Lot, at any time within four (4) years after the recordation hereof in order to satisfy the requirements of any of the Federal Mortgage Agencies as long as Declarant is the sole voting member, any such amendments shall be recorded and shall be subject to the prior written approval of any of the Federal Mortgage Agencies having an interest in the Properties or any portion thereof.

Section 3. Duration. 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 often (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 any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the 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 or Bylaws of the Association or any other applicable documents which default has not been cured within sixty (60) days.

Section 5. Restriction on Rental. In order to protect the integrity of this subdivision and to insure that those persons residing therein have similar proprietary interests in their Lots and Living Units, no Lot and the Living Unit located thereon shall be leased or rented for a period of time of less than one (1) year and no lease or rental agreement to any such tenants or lessee shall be extended or renewed for a period of time longer than two (2) years. No Owner shall lease his/her Living Unit more than one (1) time during his/her ownership thereof.

ARTICLE XV ADDITION AND REMOVAL OF PROPERTY

Section 1. Additional Common Areas. Declarant shall have the right at any time to convey additional Common Areas to the Association from time to time within the Property. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional Common Areas to the Association in the future. The Association shall be obligated to accept any additional Common Areas so conveyed by Declarant and to hold and maintain the additional Common Areas pursuant to the terms of this Declaration.

Section 2. Subjecting Additional Land to Declaration. Declarant shall have the irrevocable right to subject additional land to the terms of this Declaration at any time in the future without the consent of the Association. The additional land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the additional land shall automatically become Members of the

Association in the same fashion as described in this Declaration and shall be subject to the same applicable terms, conditions, duties and assessments as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Recorder of Polk County, Iowa. No approval of the Association or any other person shall be necessary.

Section 3. Removing Land from Operation of Declaration. Declarant shall have the right now and in the future to remove any portion of the Property from the operation of this Declaration provided that the portion so removed has not yet been platted into individual lots and a plat for that portion has not been filed of record with the Auditor of Polk County, Iowa. Declarant shall signify this removal by filing an amendment to this Declaration with the Recorder of Polk County, Iowa. No approval of the Association or any other person shall be necessary.

ARTICLE XVI LIMITATION OF LIABILITY

Section 1. Declarant shall not be liable to the Association or any Owner for damages or repairs to:

- (a) Any private streets, sidewalk, driveway, curbs, stoop or other concrete improvement located within the Properties, including (but not limited to) cracking or chipping that may occur due to weather conditions; or
- (b) Any Living Unit beyond the express warranties set forth in the homeowner's warranty provided to the original owner; or
- (c) Any appliances within any Living Unit, including (but not limited to) the furnace, air" conditioner, stove, oven, dishwasher and garbage disposal, beyond the express warranties set forth in the manufacturer's warranty provided to the original Owner.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 24 day of October, 2012.

River Valley Bancorp, Inc. d/b/a/ Valley Bank

By: *Juanis H. Hanson*
Its: *Regional President*

STATE OF IOWA)
COUNTY OF Polk)ss:

On this 24th day of October, 2012 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dennis H. Hanson, to me personally known who, being by me duly sworn, did say that he is the Regional President of the Corporation, executing the foregoing instrument, that no seal has been procured by the Corporation; that the instrument was signed on behalf of the Corporation by authority of its Board of Directors and that Dennis H. Hanson acknowledged execution of the instrument to be the voluntary act and deed of the Corporation by it voluntarily executed.

[Signature]
Notary Public in and for Said State



301128

ARTICLES OF INCORPORATION
OF
STERLING TRACE TOWNHOMES ASSOCIATION

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

The undersigned, acting as Incorporator of a corporation under the Iowa Nonprofit Corporation Act, Chapter 504A of the Code of Iowa (2003), adopts the following Articles of Incorporation for such Corporation:

ARTICLE I. NAME

The name of the Corporation is Sterling Trace Townhomes Association.

ARTICLE II. CORPORATE EXISTENCE

The corporate existence of this Corporation shall begin on the date these Articles of Incorporation are filed with the Secretary of State of the State of Iowa and shall continue perpetually thereafter unless dissolved as provided by law.

ARTICLE III. PURPOSES AND POWERS

The Corporation is organized exclusively as a Homeowners Association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended. The primary purpose of the Corporation is to operate a Homeowners Association for Sterling Trace Townhomes in the City of Des Moines, Polk County, Iowa.

As a means of accomplishing the foregoing purposes, the Corporation shall have all of the general powers set forth in Chapter 504A of the Code of Iowa (2003), and as it may hereafter be amended. These general powers shall be exercised exclusively for the attainment of the purposes of the Corporation as set forth in this Article.

ARTICLE IV. NO PRIVATE INUREMENT

No part of the net earnings shall inure to the benefit of any Director or Officer of the Corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes). No Director or Officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

SECRETARY OF STATE
IOWA
OCT 15 AM 10:31

063535

3

ARTICLE V. DISSOLUTION PROVISIONS

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of the remaining assets of the Corporation exclusively for the purpose(s) of the Corporation set forth in Article III hereof in such a manner or to such organization or organizations operated exclusively as charitable organizations as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said District Court shall determine which are organized exclusively for such designated purpose(s).

ARTICLE VI. INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of its initial registered office in the State of Iowa is 6600 Westown Parkway, Suite 220, West Des Moines, Dallas County, Iowa 50266, and the name of its initial registered agent at such address is Eric W. Burmeister.

ARTICLE VII. INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation are three (3). The number of Directors may be changed by the Board of Directors upon the adoption of Bylaws for the Corporation and by any subsequent amendment to the Bylaws adopted by the Board of Directors. The names and addresses of the persons who are to serve as the initial Directors are:

<u>Name</u>	<u>Address</u>
James M. Myers	6600 Westown Parkway, Suite 220 West Des Moines, Iowa 50266
Richard D. Moffitt	6600 Westown Parkway, Suite 220 West Des Moines, Iowa 50266
John D. Gamble	6600 Westown Parkway, Suite 220 West Des Moines, Iowa 50266

ARTICLE VIII. MEMBERS

The Corporation shall have Members. The designation of membership classes, the manner of election and the qualifications and rights of the Members of each class shall be as set forth in the Bylaws of the Corporation.

ARTICLE IX. EXEMPTION OF PRIVATE PROPERTY

Consistent with Section 504A.101 of the Code of Iowa (2003), the private property of the directors, officers, employees and members of the corporation shall be exempt from all debts, obligations and liabilities of the Corporation of any kind whatsoever and directors, officers, members and other volunteers of this Corporation shall not be personally liable in that capacity, for a claim based upon an act or omission of the person performed in the discharge of the person's duties, except for a breach of the duty of loyalty to the Corporation, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit. If Iowa law is hereafter changed to mandate or permit further elimination or limitation of the liability of the Corporation's directors, officers, employees, members and volunteers, then the liability of the Corporation's directors, officers, employees, members and volunteers shall be eliminated or limited to the full extent then permitted.

ARTICLE X. INCORPORATOR

The name and address of the Incorporator is Timothy C. Hogan, 3101 Ingersoll Avenue, Des Moines, Iowa 50312.

ARTICLE XI. AMENDMENTS

These Articles of Incorporation may be amended at anytime and from time to time as provided by the Code of Iowa, but no amendment shall be adopted which deprives the Corporation of tax exempt status under the Internal Revenue Code of 1986, as amended.


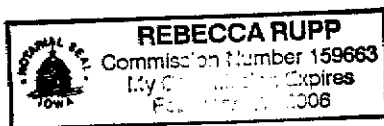
Dated October 12, 2004.



TIMOTHY C. HOGAN, Incorporator

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this 12th day of October, 2004, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Timothy C. Hogan, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.


REBECCA RUPP, Notary Public

FILED
IOWA
SECRETARY OF STATE
10-15-04
10:31Am
W404779


063537



Doc ID: 027018450001 Type: GEN
Kind: CONTRACT
Recorded: 02/19/2013 at 10:22:53 AM
Fee Amt: \$7.00 Page 1 of 1
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2013-00074672

BK **14661** PG **659**

Prepared by: Clifford Swartz, 6701 Westown Pkwy. Ste. 100, West Des Moines, IA 50266 (515) 274-1450
Return to: Clifford Swartz, 6701 Westown Pkwy. Ste. 100, West Des Moines, IA 50266

RETURN TO.

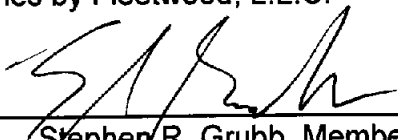
AMENDMENT
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS

COMES NOW, Homes by Fleetwood, L.L.C., an Iowa limited liability company, as Successor Declarant, and hereby amends the Amended and Restated Declaration of Covenants, Conditions and Restrictions as dated October 24, 2012, and filed of record on October 31, 2012, in Book 14511, Page 819 as follows:

Article XIII as amended by the addition of the following additional Section:

Section 22. Swimming pools or similar pools shall be placed only on single-family lots and shall be below ground.

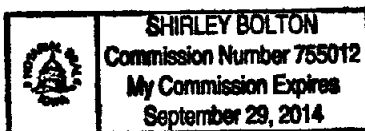
Homes by Fleetwood, L.L.C.

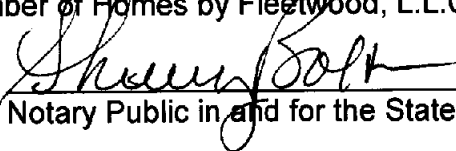
By: 
Stephen R. Grubb, Member

STATE OF IOWA :
COUNTY OF Polk : SS

NT

This instrument was acknowledged before me on the 12 day of April February 2013, by Stephen R. Grubb, Member of Homes by Fleetwood, L.L.C.




Notary Public in and for the State of Iowa



Doc ID: 039027690004 Type: GEN
Kind: RESTRICTIVE COVENANT
Recorded: 10/06/2023 at 01:06:50 PM
Fee Amt: \$22.00 Page 1 of 4
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2023-00054065

BK 19621 PG 744-747

RETURN TO:
Prepared by and Return to:
Jane Shipman, Association Management Services, 8450 Hickman Road Suite 9, Clive, Iowa 50325, 515-331-8003

**FIFTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
FOR
STERLING TRACE TOWNHOMES ASSOCIATION**

This **FIFTH AMENDMENT** to Amended and Restated Declaration of Covenants, Conditions, for **STERLING TRACE TOWNHOMES ASSOCIATION**, , referring to “STERLING TRACE PHASE II HOMEOWNERS ASSOCIATION”, is amending “Amendment” recorded on February 19, 2013, Book 14664, page 659;

WHEREAS, Declaration Originally filed Recorder of Polk County, Iowa, on June 22, 2005 in Book 11129, Page 871 and amended by Amendment filed October 29, 2010 in Book 13640, Page 526;

WHEREAS, Amended and Restated Declaration of Covenants, Conditions filed Recorder of Polk County, Iowa, October 31, 2012 in Book 14511, Page 819-840;

WHEREAS, Amendment to Amended and Restated Declaration of Covenants, Conditions filed Recorder of Polk County, Iowa, February, 19, 2023, Book 14661, Page 659;

WHEREAS, Amendment to Amended and Restated Declaration of Covenants, Conditions filed Recorder of Polk County, Iowa, December 3, 2013, Book 15045, Page 773;

WHEREAS, Third Amendment to Amended and Restated Declaration of Covenants, Conditions filed Recorder of Polk County, Iowa, May 7, 2015, Book 15564, Page 950;

WHEREAS, Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions filed Recorder of Polk County, Iowa, October 2, 2023, Book 19615, Page 908-911;

WHEREAS, in accordance with the Declaration, on September 28, 2023, with 2/3 association members related to Single Family Lots with an approval signature vote, per Article XIV, Section 2-Amendment;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT STERLING TRACE TOWNHOMES ASSOCIATION, known as “Sterling Trace Phase II Homeowners Association”, shall make record of such addition of **Article XIII-Additional Restrictions, Section 22;** Swimming Pool, and shall now be replaced to read as:

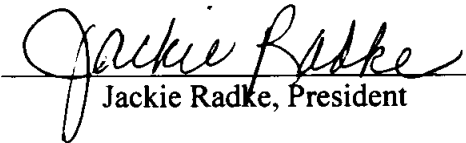
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS

REMOVE AND REPLACE TO: Article XIII-Additional Restrictions, Section 22;
Swimming Pool:

Swimming Pool or similar pools may only be located on Single Family Lots 29-32, Lots 37-46, Lots 49-54, Lots 65-70, Lots 73-74.
Pool may be placed below ground or above ground.
Pool must be hard sided. No inflatable pool or similar pool will be allowed on Lot.
Pool installation must meet City of Des Moines codes and permits, including fencing, and adequate Single Family Lot insurance coverage.

Except as so amended, the remainder of the Declaration remains in full force and effect.

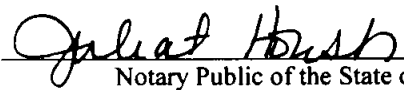
STERLING TRACE TOWNHOMES ASSOCIATION



Jackie Radke, President

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 3 day of October, 2023, before me, a Notary Public in and for the State of Iowa, personally appeared **Jackie Radke**, to me personally known who, being by me duly sworn, did say that that person is **President** of said corporation, that said instrument was signed and sealed on behalf of said corporation by its Board of Directors, and that the said **Jackie Radke** acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Notary Public of the State of Iowa



EXHIBITS ATTACHED

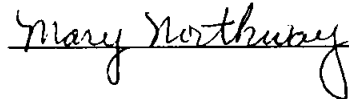
**FIFTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
STERLING TRACE TOWNHOMES ASSOCIATION**

SIGNATURES FOR APPROVAL OF ARTICLE XIII-Additional Restrictions, Section 22; Swim Pool:
SINGLE FAMILY LOTS / PARCELS

5801 SE 34th STREET

LOT 29 & -EX PARCEL A BK 14433 PG 562- LT 30 STERLING TRACE PLAT 1

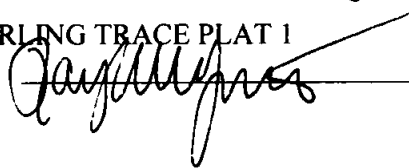
OWNERS: Martin L. Northway and Mary A. Northway,
Co-Trustees of Northway Revocable Living Trust



5809 SE 34th STREET

PARCEL A BK 14433 PG 562 LT LOT 30 & ALL LT 31 STERLING TRACE PLAT 1

OWNERS: Lee Ann Maldonado and Raymond E. Yori



5813 SE 34th STREET

LOT 32 STERLING TRACE PLAT 1

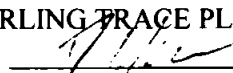
OWNERS: Tonya Stone and John Stone



3520 E. HIGHVIEW DR.

-EX PARCEL A BOOK 14433 PAGE 559- LOTS 37 & 38 STERLING TRACE PLAT 1

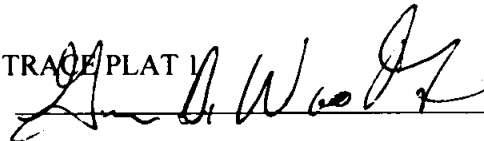
OWNERS: Daniel R. Moon and Dia Moon



3528 E. HIGHVIEW DR.

LOT 39 & PARCEL A BK 14433 PG 559 LOT 38 STERLING TRACE PLAT 1

OWNER: Gary D. Woods



3532 E. HIGHVIEW DR.

LOT 40 & -EX PARCEL B BK 14433 PG 559- LOT 41 STERLING TRACE PLAT 1

OWNER: Heidi M. Wedeking-Lux

3536 E. HIGHVIEW DR.

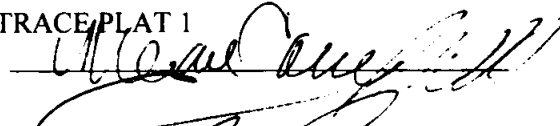
LOT 42 & PARCEL B BK 14433 PG 559 LOT 41 STERLING TRACE PLAT 1

OWNER: Holly A. Durbin

3544 E. HIGHVIEW DR.

LOT 43 & PARCEL C BK 14433 PG 559 LOT 44 STERLING TRACE PLAT 1

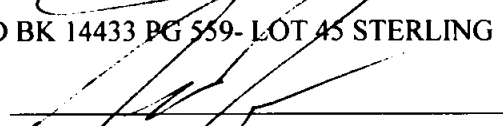
OWNERS: Wesley D. Campbell and Megan N. Campbell



3548 E. HIGHVIEW DR.

-EX PARCEL C BK 14433 PG 559- LOT 44 & -EX PARCEL D BK 14433 PG 559- LOT 45 STERLING TRACE PLAT 1

OWNER: Nathan A. Fogue



3549 E. HIGHVIEW DR.

LOT 46 & PARCEL D BK 14433 PG 559 LOT 45 STERLING TRACE PLAT 1

OWNERS: Matthew Benefiel and Jenny Benefiel



3539 E. HIGHVIEW DR.

LOT 49 & -EX PARCEL E BK 14433 PG 559- LOT 50 STERLING TRACE PLAT 1

OWNERS: Brent A. Henderson and Brandi L. Daniels



3535 E. HIGHVIEW DR.
PARCEL E BK 14433 PG 559 LOT 50 & -EX PARCEL F BK 14433 PG 559- LOT 51 STERLING
TRACE PLAT 1
OWNERS: James N. Rushing and Janie A. Benefiel

3529 E. HIGHVIEW DR.
PARCEL F BK 14433 PG 559 LOT 51 & -EX PARCEL G BK 14433 PG 559- LOT 52 STERLING
TRACE PLAT 1
OWNERS: Donnie Eugene James and Lonna Diane James

3525 E. HIGHVIEW DR.
PARCEL G BK 14433 PG 559 LOT 52 & ALL LOT 53 STERLING TRACE PLAT 1
OWNERS: Mitsakha Thiravong, Sisavath Keovilai, Bo Chanthavisouk, and Ratsamy Chanthavisouk

3521 E. HIGHVIEW DR.
LOT 54 STERLING TRACE PLAT 1
OWNERS: Christopher Fowlie and Brandi Fowlie

5804 SE 34TH STREET
LOT 65 & PARCEL A BK 14433 PG 564 LT 66 STERLING TRACE PLAT 1
OWNER: William C. Poortinga

5800 SE 34TH STREET
-EX PARCEL A BK 14433 PG 564- LOT 66 STERLING TRACE PLAT 1
OWNER: Kenneth M. Keil

3420 E. PAYTON AVE.
LOT 67 STERLING TRACE PLAT 1
OWNERS: Karlie E. Warehime and Joshua D. Harris

3416 E. PAYTON AVE.
LOT 68 & -EX PARCEL A BK 14433 PG 566- LOT 69 STERLING TRACE PLAT 1
OWNERS: Leah B. Miner and Mathew R. Miner

3408 E. PAYTON AVE.
PARCEL A BK 14433 PG 566 LOT 69 & ALL LOT 70 STERLING TRACE PLAT 1
OWNERS: Erik Marcum and Wendy L. Marcum

3384 E. PAYTON AVE.
LOTS 73 & 74 STERLING TRACE PLAT 1
OWNERS: Joshua C. Youngman and Trrinindita Shalihah

I, Linda Birocci, hereby state by my signature, being the Secretary of the Association and have verified all signatures attached to be true and accurate on this 28 day of September, 2023, and has met the required amount of signatures for the amendment to pass.


Linda Birocci, Secretary



Doc ID: 024114180003 Type: GEN
 Kind: CONTRACT
 Recorded: 10/29/2010 at 01:56:32 PM
 Fee Amt: \$19.00 Page 1 of 3
 Polk County Iowa
 JULIE M. HAGGERTY RECORDER
 File# 2011-00032746

BK 13640 PG 526-528

RETURN TO:

Return to preparer. Prepared by: Thomas K. Bleyhl, Qualley & Bleyhl, P.L.C., P.O. Box 41718, Des Moines, IA 50311, (515) 974-5658

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STERLING TRACE TOWNHOMES ASSOCIATION

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sterling Trace Townhomes Association is hereby executed this day this 10 day of August, 2010 by the authorized representative of Valley Bank, an Illinois bank.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions (hereinafter "Declaration") for Sterling Trace Townhomes Association (hereinafter "Association") was recorded on June 22, 2005 at Book 11129, Page 871 et seq. in the Office of the Recorder of Polk County, Iowa; establishing a homeowners' association in the city of Des Moines, Polk County, Iowa, concerning the real estate legally described as follows:

LOTS 29-74 in STERLING TRACE PLAT 1, An Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa.

WHEREAS, Article XV, Section 2 of the Declaration allows the designated Declarant to subject additional land to the terms of the Declaration at any time without approval or consent of the Association or any other person; and

WHEREAS, Article I, Section 8 of the Declaration designates "Sterling Trace Development, L.C., an Iowa limited liability company, its successors or assigns", as the Declarant, and further states that Sterling Trace Townhomes, L.C. shall become Declarant upon transfer of the lots in the Association; and

WHEREAS, Sterling Trace Townhomes, L.C. did take possession of the lots in the Association by virtue of a Warranty Deed filed at Book 11134, Page 977 on June 27, 2005 in the Office of Recorder of Polk County, Iowa; and

WHEREAS, Valley Bank is the successor in interest and assignee of the entire interest of Sterling Trace Townhomes, L.C., by virtue of a nonjudicial foreclosure pursuant to Iowa Code § 654.18, as memorialized by an Agreement for Alternative Nonjudicial Foreclosure filed at Book 12776, Page 444 in the Office of Recorder of Polk County, Iowa; and a related Quit Claim Deed

filed at Book 12276, Page 451 on September 12, 2008; and therefore may act as Declarant in this matter; and

WHEREAS, Valley Bank owns at least one unsold lot in Sterling Trace Townhomes Association at the time of this Second Amendment; and

WHEREAS, Valley Bank wishes to subject additional land to the Declaration for purposes of allowing the Association ownership and control of its Common Areas and Association Responsibility Elements; and

NOW THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

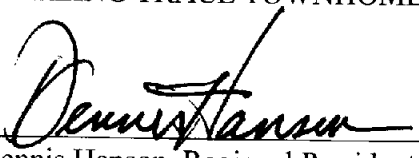
1. ADDITIONAL LAND SUBJECT TO DECLARATION: The Declarant hereby subjects the real estate described as follows to the Declaration, to be owned and maintained by Sterling Trace Townhomes Association as a Common Area pursuant to the terms of this Declaration:

Outlot "Z" in STERLING TRACE PLAT 1, An Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa.

2. CONTINUED EFFECTIVENESS OF DECLARATION: Except as amended by this First Amendment, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to the Declaration for Sterling Trace Townhomes Association:

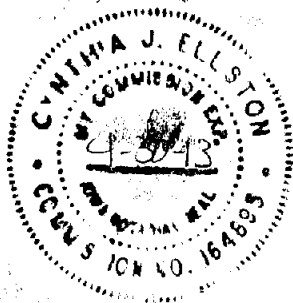
STERLING TRACE TOWNHOMES ASSOCIATION



Dennis Hanson, Regional President
Authorized Representative of Valley Bank

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 10th day of August 2010, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Dennis Hanson, to me personally known, who by me duly sworn did say that he is the Regional President of the bank executing this

foregoing instrument, that said instrument was signed on behalf of Sterling Trace Townhomes Association by authority of Valley Bank's position as the successor in interest and assignee of Sterling Trace Townhomes, L.C.; and that Dennis Hanson acknowledged the foregoing instrument to be the voluntary act and deed of the aforementioned corporation, by it and them voluntarily executed.




Notary Public in and for the State of Iowa



Doc ID: 039015350004 Type: GEN
Kind: RESTRICTIVE COVENANT
Recorded: 10/02/2023 at 03:06:53 PM
Fee Amt: \$22.00 Page 1 of 4
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2023-00052918

BK 19615 PG 908-911

RETURN TO:

Prepared by and Return to:

Jane Shipman, Association Management Services, 8450 Hickman Road Suite 9, Clive, Iowa 50325, 515-331-8003

**FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
FOR
STERLING TRACE TOWNHOMES ASSOCIATION**

This **FOURTH AMENDMENT** to Amended and Restated Declaration of Covenants, Conditions, for **STERLING TRACE TOWNHOMES ASSOCIATION**, , referring to “STERLING TRACE PHASE II HOMEOWNERS ASSOCIATION”, is amending **Article XIV-General Provisions**, Section 5. Restrictions on Rental;

WHEREAS, Declaration Originally filed Recorder of Polk County, Iowa, on June 22, 2005 in Book 11129, Page 871 and amended by Amendment filed October 29, 2010 in Book 13640, Page 526;

WHEREAS, Amended and Restated Declaration of Covenants, Conditions filed Recorder of Polk County, Iowa, October 31, 2012 in Book 14511, Page 819-840;

WHEREAS, Amendment to Amended and Restated Declaration of Covenants, Conditions filed Recorder of Polk County, Iowa, February, 19, 2023, Book 14661, Page 659;

WHEREAS, Amendment to Amended and Restated Declaration of Covenants, Conditions filed Recorder of Polk County, Iowa, December 3, 2013, Book 15045, Page 773;

WHEREAS, Third Amendment to Amended and Restated Declaration of Covenants, Conditions filed Recorder of Polk County, Iowa, May 7, 2015, Book 15564, Page 950;

WHEREAS, in accordance with the Declaration, on September 18, 2023, with 2/3 association members related to Townhome Lots with an approval signature vote, per Article XIV, Section 2- Amendment;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT STERLING TRACE TOWNHOMES ASSOCIATION, known as “Sterling Trace Phase II Homeowners Association”, shall make record of such change to Article XIV-General Provisions, Section 5. Restriction of Rental, and shall now be replaced to read as:

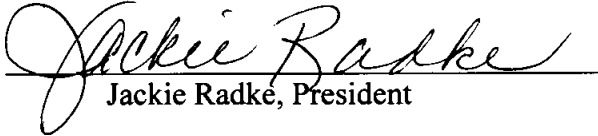
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS

ARTICLE XIV, SECTION 5.

Restriction on Rental: In order to protect the integrity of this subdivision and to insure that those persons residing therein have similar proprietary interest in their Lots and Living Units, located on Lots 33-36, Lots 47-48, Lots 55-64, and Lots 71-72 shall not be leased, subleased, rented, and shall be occupied by the owner/owners on record with Polk County, Iowa.

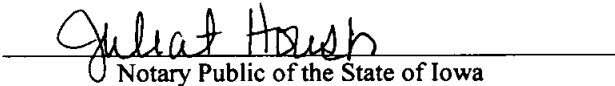
Except as so amended, the remainder of the Declaration remains in full force and effect.

STERLING TRACE TOWNHOMES ASSOCIATION


Jackie Radke, President

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 18 day of September, 2023, before me, a Notary Public in and for the State of Iowa, personally appeared **Jackie Radke**, to me personally known who, being by me duly sworn, did say that that person is **President** of said corporation, that said instrument was signed and sealed on behalf of said corporation by its Board of Directors, and that the said **Jackie Radke** acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.


Notary Public of the State of Iowa



EXHIBITS ATTACHED

**FOURTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
STERLING TRACE TOWNHOMES ASSOCIATION**

SIGNATURES FOR APPROVAL OF ARTICLE XIV:
General Provisions, Section 5. Restrictions of Rental
TOWNHOME LOTS / PARCELS

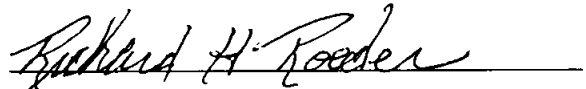
5901 SE 34TH STREET
LOT 33 STERLING TRACE PLAT 1
OWNERS: Randall Radke and Jacqueline Radke



5905 SE 34TH STREET
LOT 34 STERLING TRACE PLAT 1
OWNER: Hutchings, Antoinette C.



5909 SE 34TH STREET
LOT 35 STERLING TRACE PLAT 1
OWNER: Richard H. Roeder



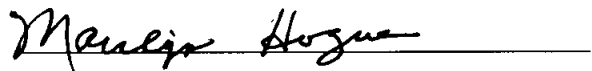
5913 SE 34TH STREET
LOT 36 STERLING TRACE PLAT 1
OWNER: Cecelia Dea

3545 E. HIGHVIEW DR.
LOT 47 STERLING TRACE PLAT 1
OWNER: Katherine Farkas, Trustee of the
South Grand Trust

3541 E. HIGHVIEW DR.
LOT 48 STERLING TRACE PLAT 1
OWNERS: Cindy J. Lewis and Lynn D. Lewis



5920 SE 34TH STREET
LOT 55 STERLING TRACE PLAT 1
OWNER: Marilyn E. Hogue, as Trustee
of the Marilyn E. Hogue Trust



5916 SE 34TH STREET
LOT 56 STERLING TRACE PLAT 1
OWNERS: Linda George,
Kim Hollander, Ross Hollander,
Steven George and Kelly Recchia

5912 SE 34TH STREET
LOT 57 STERLING TRACE PLAT 1
OWNER: Linda J. Birocci



12.00
30098
JH



Doc ID: 028103920002 Type: GEN
Kind: RESTRICTIVE COVENANT
Recorded: 12/03/2013 at 02:46:50 PM
Fee Amt: \$12.00 Page 1 of 2
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2014-00047309

BK 15045 PG 773-774

Prepared by: Clifford Swartz, 6701 Westown Pkwy. Ste. 100, West Des Moines, IA 50266 (515) 274-1450
Return to: Clifford Swartz, 6701 Westown Pkwy. Ste. 100, West Des Moines, IA 50266

RETURN

AMENDMENT
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS

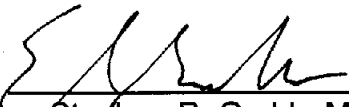
COMES NOW, Homes by Fleetwood, L.L.C., an Iowa limited liability company, as Successor Declarant, and hereby amends the Amended and Restated Declaration of Covenants, Conditions and Restrictions as dated October 24, 2012, and filed of record on October 31, 2012, in Book 14511, Page 819 as follows:

Article XIII as amended by the deletion of Section 2 and the substitution of the following:

Section 2A. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Townhome Lot, except that no more than a total of two (2) dogs; or one (1) dog and one (1) cat; or two (2) cats, each animal weighing less than 20 pounds at full growth, may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No dogs or cats shall be permitted outside of the Living Unit unless leashed and attended by the Owner. No dog runs, doghouses or unattended chains shall be permitted. The Owner shall be responsible for prompt removal and disposal of all waste from their dogs or cats. The Association may, by rules and regulations, prohibit or further limit the raising, breeding or keeping of any pet on any Lot.

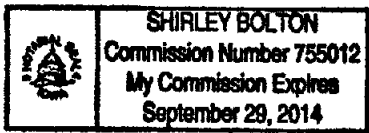
Section 2B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Single Family Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of three (3) dogs and/or cats be kept at any one Building Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any must be completely screened or otherwise hidden from view from any other Lot and all streets within the Plat.

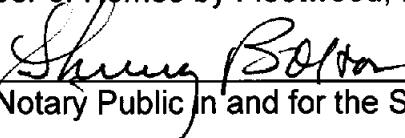
Homes by Fleetwood, L.L.C.

By: 
Stephen R. Grubb, Member


STATE OF IOWA :
COUNTY OF Polk : SS

This instrument was acknowledged before me on the 18 day of November, 2013, by Stephen R. Grubb, Member of Homes by Fleetwood, L.L.C.




Notary Public in and for the State of Iowa

SPB
✓ 0523


Doc ID: 029635790001 Type: GEN
Kind: RESTRICTIVE COVENANT
Recorded: 05/07/2015 at 10:37:03 AM
Fee Amt: \$7.00 Page 1 of 1
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2015-00095212
BK **15564** PG **950**

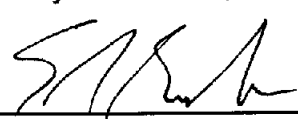
RETURN TO: Prepared by: Clifford Swartz, 6701 Westown Pkwy. Ste. 100, West Des Moines, IA 50266 (515) 274-1450
Return to: Clifford Swartz, 6701 Westown Pkwy. Ste. 100, West Des Moines, IA 50266

THIRD AMENDMENT
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS

COMES NOW, Homes by Fleetwood, L.L.C., an Iowa limited liability company, as Successor Declarant, and hereby amends the Amended and Restated Declaration of Covenants, Conditions and Restrictions as dated October 24, 2012, and filed of record on October 31, 2012, in Book 14511, Page 819 as follows:


Article I, Section 2.C(b) is amended by the addition of the words, "and Common Elements" following "Common Area".

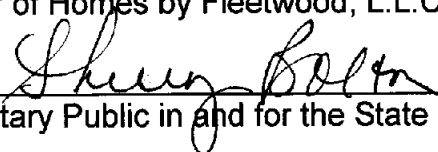
Homes by Fleetwood, L.L.C.

By: 
Stephen R. Grubb, Member

STATE OF IOWA :
COUNTY OF Polk : SS

This instrument was acknowledged before me on the 29 day of April, 2015, by Stephen R. Grubb, Member of Homes by Fleetwood, L.L.C.

 **SHIRLEY BOLTON**
COMMISSION NUMBER 755012
EXPIRES SEPTEMBER 29, 2017


Notary Public in and for the State of Iowa



Doc ID: 039027690004 Type: GEN
Kind: RESTRICTIVE COVENANT
Recorded: 10/06/2023 at 01:06:50 PM
Fee Amt: \$22.00 Page 1 of 4
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2023-00054065

BK 19621 PG 744-747

RETURN TO:
Prepared by and Return to:
Jane Shipman, Association Management Services, 8450 Hickman Road Suite 9, Clive, Iowa 50325, 515-331-8003

**FIFTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
FOR
STERLING TRACE TOWNHOMES ASSOCIATION**

This **FIFTH AMENDMENT** to Amended and Restated Declaration of Covenants, Conditions, for **STERLING TRACE TOWNHOMES ASSOCIATION**, , referring to “STERLING TRACE PHASE II HOMEOWNERS ASSOCIATION”, is amending “Amendment” recorded on February 19, 2013, Book 14664, page 659;

WHEREAS, Declaration Originally filed Recorder of Polk County, Iowa, on June 22, 2005 in Book 11129, Page 871 and amended by Amendment filed October 29, 2010 in Book 13640, Page 526;

WHEREAS, Amended and Restated Declaration of Covenants, Conditions filed Recorder of Polk County, Iowa, October 31, 2012 in Book 14511, Page 819-840;

WHEREAS, Amendment to Amended and Restated Declaration of Covenants, Conditions filed Recorder of Polk County, Iowa, February, 19, 2023, Book 14661, Page 659;

WHEREAS, Amendment to Amended and Restated Declaration of Covenants, Conditions filed Recorder of Polk County, Iowa, December 3, 2013, Book 15045, Page 773;

WHEREAS, Third Amendment to Amended and Restated Declaration of Covenants, Conditions filed Recorder of Polk County, Iowa, May 7, 2015, Book 15564, Page 950;

WHEREAS, Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions filed Recorder of Polk County, Iowa, October 2, 2023, Book 19615, Page 908-911;

WHEREAS, in accordance with the Declaration, on September 28, 2023, with 2/3 association members related to Single Family Lots with an approval signature vote, per Article XIV, Section 2-Amendment;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT STERLING TRACE TOWNHOMES ASSOCIATION, known as “Sterling Trace Phase II Homeowners Association”, shall make record of such addition of **Article XIII-Additional Restrictions, Section 22;** Swimming Pool, and shall now be replaced to read as:

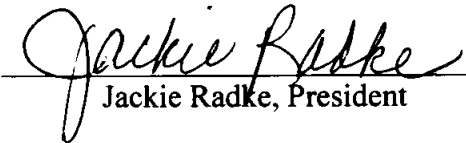
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS

REMOVE AND REPLACE TO: Article XIII-Additional Restrictions, Section 22;
Swimming Pool:

Swimming Pool or similar pools may only be located on Single Family Lots 29-32, Lots 37-46, Lots 49-54, Lots 65-70, Lots 73-74.
Pool may be placed below ground or above ground.
Pool must be hard sided. No inflatable pool or similar pool will be allowed on Lot.
Pool installation must meet City of Des Moines codes and permits, including fencing, and adequate Single Family Lot insurance coverage.

Except as so amended, the remainder of the Declaration remains in full force and effect.

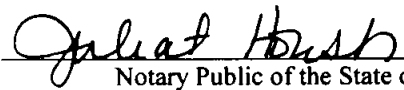
STERLING TRACE TOWNHOMES ASSOCIATION



Jackie Radke, President

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 3 day of October, 2023, before me, a Notary Public in and for the State of Iowa, personally appeared **Jackie Radke**, to me personally known who, being by me duly sworn, did say that that person is **President** of said corporation, that said instrument was signed and sealed on behalf of said corporation by its Board of Directors, and that the said **Jackie Radke** acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Notary Public of the State of Iowa



EXHIBITS ATTACHED

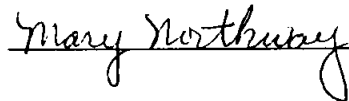
**FIFTH AMENDMENT
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
STERLING TRACE TOWNHOMES ASSOCIATION**

SIGNATURES FOR APPROVAL OF ARTICLE XIII-Additional Restrictions, Section 22; Swim Pool:
SINGLE FAMILY LOTS / PARCELS

5801 SE 34th STREET

LOT 29 & -EX PARCEL A BK 14433 PG 562- LT 30 STERLING TRACE PLAT 1

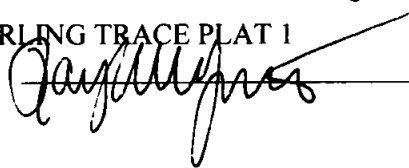
OWNERS: Martin L. Northway and Mary A. Northway,
Co-Trustees of Northway Revocable Living Trust



5809 SE 34th STREET

PARCEL A BK 14433 PG 562 LT LOT 30 & ALL LT 31 STERLING TRACE PLAT 1

OWNERS: Lee Ann Maldonado and Raymond E. Yori



5813 SE 34th STREET

LOT 32 STERLING TRACE PLAT 1

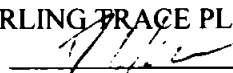
OWNERS: Tonya Stone and John Stone



3520 E. HIGHVIEW DR.

-EX PARCEL A BOOK 14433 PAGE 559- LOTS 37 & 38 STERLING TRACE PLAT 1

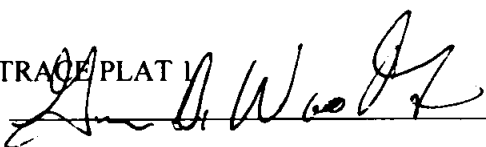
OWNERS: Daniel R. Moon and Dia Moon



3528 E. HIGHVIEW DR.

LOT 39 & PARCEL A BK 14433 PG 559 LOT 38 STERLING TRACE PLAT 1

OWNER: Gary D. Woods



3532 E. HIGHVIEW DR.

LOT 40 & -EX PARCEL B BK 14433 PG 559- LOT 41 STERLING TRACE PLAT 1

OWNER: Heidi M. Wedeking-Lux

3536 E. HIGHVIEW DR.

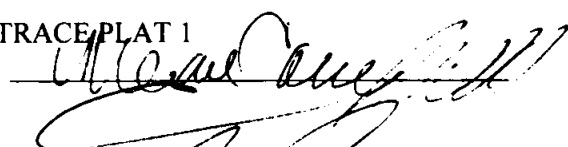
LOT 42 & PARCEL B BK 14433 PG 559 LOT 41 STERLING TRACE PLAT 1

OWNER: Holly A. Durbin

3544 E. HIGHVIEW DR.

LOT 43 & PARCEL C BK 14433 PG 559 LOT 44 STERLING TRACE PLAT 1

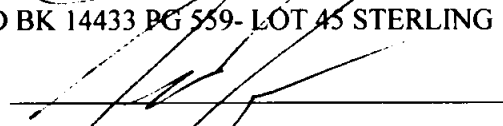
OWNERS: Wesley D. Campbell and Megan N. Campbell



3548 E. HIGHVIEW DR.

-EX PARCEL C BK 14433 PG 559- LOT 44 & -EX PARCEL D BK 14433 PG 559- LOT 45 STERLING TRACE PLAT 1

OWNER: Nathan A. Fogue



3549 E. HIGHVIEW DR.

LOT 46 & PARCEL D BK 14433 PG 559 LOT 45 STERLING TRACE PLAT 1

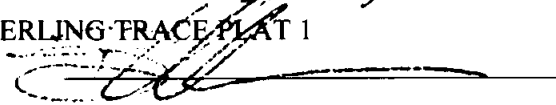
OWNERS: Matthew Benefiel and Jenny Benefiel



3539 E. HIGHVIEW DR.

LOT 49 & -EX PARCEL E BK 14433 PG 559- LOT 50 STERLING TRACE PLAT 1

OWNERS: Brent A. Henderson and Brandi L. Daniels



3535 E. HIGHVIEW DR.
PARCEL E BK 14433 PG 559 LOT 50 & -EX PARCEL F BK 14433 PG 559- LOT 51 STERLING
TRACE PLAT 1
OWNERS: James N. Rushing and Janie A. Benefiel

3529 E. HIGHVIEW DR.
PARCEL F BK 14433 PG 559 LOT 51 & -EX PARCEL G BK 14433 PG 559- LOT 52 STERLING
TRACE PLAT 1
OWNERS: Donnie Eugene James and Lonna Diane James

Donnie R James

3525 E. HIGHVIEW DR.
PARCEL G BK 14433 PG 559 LOT 52 & ALL LOT 53 STERLING TRACE PLAT 1
OWNERS: Mitsakha Thiravong, Sisavath Keovilai, Bo Chanthavisouk, and Ratsamy Chanthavisouk

3521 E. HIGHVIEW DR.
LOT 54 STERLING TRACE PLAT 1
OWNERS: Christopher Fowlie and Brandi Fowlie

Mitsakha Thiravong
Christopher Fowlie

5804 SE 34TH STREET
LOT 65 & PARCEL A BK 14433 PG 564 LT 66 STERLING TRACE PLAT 1
OWNER: William C. Poortinga

William C. Poortinga

5800 SE 34TH STREET
-EX PARCEL A BK 14433 PG 564- LOT 66 STERLING TRACE PLAT 1
OWNER: Kenneth M. Keil

Kenneth M. Keil

3420 E. PAYTON AVE.
LOT 67 STERLING TRACE PLAT 1
OWNERS: Karlie E. Warehime and Joshua D. Harris

Karlie E. Warehime
Joshua D. Harris

3416 E. PAYTON AVE.
LOT 68 & -EX PARCEL A BK 14433 PG 566- LOT 69 STERLING TRACE PLAT 1
OWNERS: Leah B. Miner and Mathew R. Miner

Leah B. Miner
Mathew R. Miner

3408 E. PAYTON AVE.
PARCEL A BK 14433 PG 566 LOT 69 & ALL LOT 70 STERLING TRACE PLAT 1
OWNERS: Erik Marcum and Wendy L. Marcum

Erik Marcum
Wendy L. Marcum

3384 E. PAYTON AVE.
LOTS 73 & 74 STERLING TRACE PLAT 1
OWNERS: Joshua C. Youngman and Trrinindita Shalihah

Joshua C. Youngman
Trrinindita Shalihah

I, Linda Birocci, hereby state by my signature, being the Secretary of the Association and have verified all signatures attached to be true and accurate on this 28 day of September, 2023, and has met the required amount of signatures for the amendment to pass.

Linda Birocci
Linda Birocci, Secretary

STERLING TRACE TOWNHOMES ASSOCIATION

March 11, 2025

Meeting Minutes

Southside Public Library

Townhome Board of Directors

Randall Blomgren (Vice President)-absent

Jackie Radke (Treasurer)-present

Single Family Board of Directors

Mary Northway (Secretary)-present

Brent Henderson (At Large)-present

Management: Jane Shipman-AMS-present

Homeowners Present:

Townhomes: 5901-Randy Radke, 5913-Cecelia Dea, 5912-Linda Birocci, 3545-Sue Christensen

Call to Order:

Meeting was called to order at 5:30 pm by J. Radke

Board accepted resignation of Linda Birocci from Board of Directors via email on January 7, 2025.

Approval of September 19, 2024 minutes:

Minutes from the September 19, 2024 Board Meeting were distributed, reviewed by all board members. Motion to approve meeting minutes by M. Northway and was seconded by B. Henderson. Motion passed.

Financial Report:

- Motion made by M. Northway to approve year-end financial statement for 2024. Seconded by B. Henderson.
- Motion made by M. Northway to approve January and February financial statements for 2025. Motion seconded by B. Henderson. Motion passed.
- Homeowners with outstanding delinquent dues will have a lien filed against their home with all costs being assessed to homeowner.
- 2024 Federal and State tax returns have been completed and signed by Treasurer Radke.
- Approval of Contracts:
 1. Mowing/Lawn Treatments/weeding& bush trimming front sign -(Beautiful Lawns) mow weekly and every-other-week around retention pond. Motion made by M. Northway, seconded by B. Henderson to approve contract service. Motion passed.
 2. Irrigation bid-Outdoors by JK-J. Radke made motion to accept irrigation maintenance contract. Approved.
 3. AEC Pond Management Services-no increase in price for 2025 services. M. Northway made motion to approve contract, seconded by B. Henderson. Motion approved.

Manager's Report:

1. TH- 3 ash trees were removed at corner of Payton Ave. and SE 34th by Wright Outdoor Solutions
2. TH-Management will do walk-thru with contractors for replacement of concrete and submit bid to Board.
3. TH-(3545-Sue Christensen)-Homeowner had complaint about last snow as her unit did not receive services to remove snow. Management informed homeowner that services were not ordered due to the blizzard drifting for the community. Homeowner waited to inform management days later.
4. TH-(5913-Cecelia Dea)-contacted management regarding a stray black cat roaming neighborhood and being fed by numerous homeowners. Cecelia would like homeowners to stop feeding the cat as she is allergic to cats. Management said if this is an issue with her personally, that she can call Animal Control, as this is not an association responsibility.
5. TH-(5913-Cecelia Dea)-wants to dispute dog fines imposed for the dog residing at her unit while not having dog on leash. Numerous pictures and documentations of the dog off leash and homeowner leaving dog waste in common areas. Management sent Cecelia (homeowner) an email on January 10, 2025, regarding violations of dog being off leash. Management was notified that homeowner was not going to pay fines, and Board requested a

letter sent to homeowner from an attorney to inform homeowner of legal responsibilities. Letter was sent to 5913 homeowner from HOA attorney. Cecelia claimed at this board meeting that she has hired an attorney to represent her.

(TH Board member) J. Radke agreed to rescind \$100.00 of fines for dog waste left in common areas, but warned Cecelia that this can no longer happen. All other fines were upheld. Cecelia is not in compliance with vet information and Rules/City of Des Moines regarding pet registration. Fines will be levied if receipt of information is not received by management by March 31st and will be referred back to attorney.

Cecelia agreed to not retaliate against neighbors for reporting dog violations.

Unfinished Business:

- Previously suggested building cover for irrigation backflow. The research for this issue has now been exhausted. No further action will be taken.

New Business:

1. Annual Meeting will be scheduled in June-notices will be sent to all homeowners.
2. B. Henderson would like to discuss allowing chickens for the Single Family Homeowners at meeting

Adjournment:

Motion to adjourn made by J. Radke, seconded by M. Northway. Meeting was adjourned at 6:27 p.m.

Submitted for file

Following meeting:

Mary Northway sent notice of resignation to Board of Directors.

STERLING TRACE TOWNHOMES ASSOCIATION

Annual Members Meeting Minutes

Date: May 9, 2024 – 6:00 p.m.

Location: Southside Public Library – Meeting Room

Townhome Board of Directors

Jackie Radke (President)

Randall Blomgren (Vice President)

Linda Birocci (Secretary)

Single Family Board Members

Mary Northway (Board Treasurer)

Brent Henderson (At Large)

Management: AMS – Jane Shipman

Homeowners Present:

Townhomes: 3400-C. Blomgren; 3404-Busse; 5808-Humrich; 5812-M.Ernst; 5820-Birdsell;

5900-Bartholomew/Stafford; R. Radke; 5908-Denly; 5909-Roeder

Single Family Homes: 5804-Poortinga; 5813-Stone; proxy: 3420-Harris

Call to Order:

Meeting was called to order at 6:00 p.m. by President Radke. It was determined that quorum requirements were met, and all current Board Members and Management introduced themselves.

Approval of 2023 Annual Meeting minutes:

Minutes from Annual Members Meeting dated May 16, 2023 had been distributed via USPS mail prior to the meeting. President Radke requested a motion to dispense reading of same. L. Birocci made motion for same and R. Blomgren seconded. Motion approved by majority of homeowners present.

Financial Report:

A recap of the 2023 income and expenditures compared to 2023 budget of both Single-Family Homes and Townhomes had been mailed in advance to all owners by AMS and were discussed by Treasurer Northway and by Manager, Jane Shipman. A copy of the 2024 Budget had also been included in mailing to all homeowners prior to the meeting.

Election of Board of Directors:

All current Directors volunteered to remain on the Board. President Radke opened the floor for other nominations for Single Family Homes and for Townhomes. There being none, nominations ceased and all current Directors were re-elected to one-year terms.

New Business:

1. Single Family Homes Assessments

Jane Shipman addressed last year's special assessment for the Single-Family homes – Reason for necessity being deficit from prior year. She commented that if 2024 has another deficit there will be another assessment. Discussion followed about again providing explanation to homeowners as to the reason for the assessment when it gets sent to homeowners.

2. Townhome Insurance Claims

Jane reported that nearly all work including roofs, siding and gutters is finally nearing completion with the exception being buildings at 5816, 5820, 5901, 5905, 5909, and 5913 SE 34th Street only having received siding on two sides. Jane is working with adjusters in an effort to get the other sides completed.

3. Mowing of Detention Pond

Mr. Poortinga inquired about mowing all the way around the detention pond. Explanation was provided that they likely did not mow all the way around due to wet conditions.

4. Downspouts

Mr. Radke raised a question whether mowers were responsible for lifting and lowering downspouts. Jane commented that she had sent a message and Jackie advised owners to lift them until we have answers to minimize risk of damage.

5. Garage Doors

An owner questioned whether it was the Association's responsibility to repair garage doors. Jackie advised that all doors and windows were the responsibility of the owner unless damaged by mowers or other contractors who would then be responsible.

6. Pond Access

A question was raised about owners having access to the pond. Jackie and Jane responded that although all owners have access, the pond is there for detention of drainage water as required by the City of Des Moines, and it is recommended that individuals not attempt to access the pond.

Adjournment:

Motion to adjourn made by J. Radke, seconded by R. Blomgren and meeting adjourned at 6:32 p.m.

**Meeting of elected Directors held after Annual Members Meeting adjourned.

Respectfully Submitted,
Linda Birocci, Secretary

Board Meeting called to order at 6:35 p.m. by President Radke.

Election of Officers

Jackie Radke announced her intention to step down after many years of service as President. Linda Birocci offered to serve as President and Randall Blomgren agreed to continue as Vice President. Jackie offered to serve as Treasurer if Mary Northway would serve as Secretary. Mary agreed. Officers unanimously elected by Board Members for fiscal year 2024-2025 as follows:

President: Linda Birocci
Vice President: Randall Blomgren
Secretary: Mary Northway
Treasurer: Jackie Radke
At Large: Brent Henderson

There being no further business, meeting adjourned at 6:40 p.m.

Prepared by: Jane Shipman, Association Management Services, llc, 8450 Hickman Road, Suite 9, Clive, IA 50325 (515) 331-8003

Return Original Document to: Association Management Services, 8450 Hickman Road, Suite 9, Clive, Iowa 50325

DISTRIBUTION OF ASSOCIATION COVENANTS, RULES AND REGULATIONS

By my signature below, I verify that I have received a current copy of the **Covenants, Rules and Regulations** for the association I am purchasing such unit in.

I understand the **Covenants and Rules and Regulations** that have been set by the Association.

I understand that I am responsible for abiding with the **Covenants and Rules and Regulations** that have been given to me for the Association property.

I understand the **pet policy, rental policies in place, and satellite agreement policies (if applicable)** that have been set by the Association.

If I have been identified as to having a service animal, all documentation (as required by state/federal law) has been sent to the Association prior to closing.

I will follow all rules set by these policies, and understand the penalties if I choose not to follow such rules.

(Please print:)

Name of Homeowner Association: _____

Buyers Name: 1) _____

2) _____

Address: _____

(Include unit #)

City: _____ Zip Code: _____

Signature of New Buyer: 1) _____

2) _____

State of _____,

County of _____,

This instrument was acknowledged before me on (date) _____ by
(name/names) _____.

Notary Public in and for said State

Sterling Trace Townhome Association Budget 2025

[illegible]