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**PLATTING WORKSHEET
DALLAS COUNTY, IOWA**

Bill and Return
City of Waukee
230 W Hickman Rd
Waukee, IA 50263



Doc ID: 007965890034 Type: PLAT
Recorded: 02/18/2020 at 02:11:47 PM
Fee Amt: \$172.00 Page 1 of 34
Dallas County Iowa
Chad C. Airhart RECORDER
File#

BK **2020** PG **2805**

THIS SPACE FOR RECORDER'S USE ONLY

SLIDE # F217-219

SUBDIVISION NAME: ASHWORTH ACRES PLAT 1

LEGAL DESCRIPTION: A PART OF PARCEL A AND PARCEL B OF THE SE 1/4 AS SHOWN IN THE PLAT OF SURVEY RECORDED IN BOOK 1998 PAGE 360 ALL BEING IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN IN CITY OF WAUKEE, DALLAS COUNTY, IOWA

CONTACT NAME BRAD DEETS, CITY OF WAUKEE

ADDRESS 230 W HICKMAN ROAD

CITY/STATE/ZIP WAUKEE, IOWA 50263

PHONE NUMBER 515-978-7899

Documents Required - Iowa Code Section 354

- 1. County Auditor - statement approving the name of a subdivision - HF 2177 (effective date 7/1/2006)
- 2. FINAL PLAT - Four (4) drawings (FULL SIZE) (Five (5) if rural) plus one (1) original no greater than 11" X 17" or no less than 8 1/2" X 11" in size Must have one original drawing with original signature
- 3. ACCEPTANCE by City, County or both depending on location. The stamp and signature of the Planning & Zoning Administrator must be affixed to surveyor's drawings for rural subdivisions. **If within two miles of a city, check if city consent is required.**
- 4. SURVEYOR'S CERTIFICATION - An original signature by a registered land surveyor, surveyor's registration number and legible seal affixed to final drawings.
- 5. DEDICATION OF OWNER - Statement signed by all parties consenting to the property being subdivided. In addition, if any property within these boundaries has been sold, the consent of the titleholders or contract purchasers will be needed.
- 6. RESTRICTIVE COVENANTS - if applicable
- 7. ACCEPTANCE OF MORTGAGE HOLDER(S) - if applicable
- 8. TREASURER'S CERTIFICATE - To include subdivision name, legal description & current ownership. Document certifies the property is free of encumbrances & taxes are paid unless so stated. This document is prepared by the party initiating the subdivision and is submitted to the County Treasurer along with a copy of the attorney's opinion for review & signature.
- 9. ATTORNEY'S OPINION - Document stating that the property is free of liens and encumbrances or listing applicable liens and encumbrances. Also denoting who is the owner of the platted land.

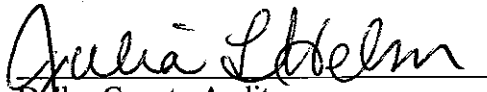
CONTACT PERSON SIGNATURE Bradly M. Deets

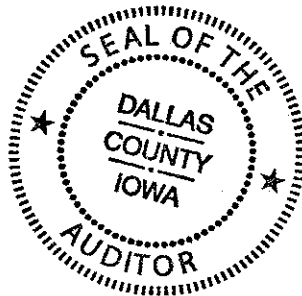
TYPED OR PRINTED CLARIFICATION OF ABOVE BRADLY M. DEETS

**APPROVAL OF SUBDIVISION PLAT NAME
BY DALLAS COUNTY**

Date: October 22, 2019

The Dallas County Auditor's Office has reviewed the final plat of Ashworth Acres Plat 1 and pursuant to Iowa Code §354.6(2) and §354.11(6), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.


Dallas County Auditor



Preparer Information: Bradly M. Deets, City of Waukee, 230 W. Hickman Rd., Waukee, IA 50263; 978-7899
Bill/Return Document to: Rebecca D. Schuett, City of Waukee, 230 W. Hickman Rd., Waukee, IA 50263; 978-7904

THE CITY OF WAUKEE, IOWA

RESOLUTION 19-471

APPROVING THE FINAL PLAT FOR ASHWORTH ACRES PLAT 1

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF WAUKEE, IOWA

WHEREAS, the City of Waukee, Dallas County, State of Iowa, is a duly organized Municipal Organization; **AND**,

WHEREAS, Ashworth Land, LLC, has requested final plat approval of Ashworth Acres Plat 1 (the "Plat"); **AND**,

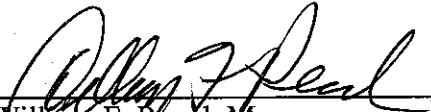
WHEREAS, the City of Waukee Planning and Zoning Commission recommended approval of the Plat on July 9, 2019, subject to remaining staff comments and review of the legal documents; **AND**,

WHEREAS, the Final Plat for Ashworth Acres Plat 1 and the documents relating thereto will comply with Section §303 - *Land Subdivision Ordinance* of the Waukee Municipal Code.

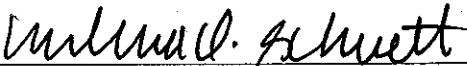
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waukee, Iowa on this 16th day of December, 2019, that the Final Plat for Ashworth Acres Plat 1 be and the same is hereby accepted and approved by the City Council of the City of Waukee.

BE IT FURTHER RESOLVED that the City of Waukee does hereby accept the following easements and documents to be filed with the Plat:

1. Warranty Deed (Lots A, B, C, D)
2. Warranty Deed (Outlot Z);
3. Public Utility Easement;
4. Snow Storage Easement;
5. Landscape Buffer Easement;
6. Sanitary Sewer Easement;
7. Storm Sewer Easement; and
8. Overland Flowage Easement.


William F. Peard, Mayor

Attest:


Rebecca D. Schuett, City Clerk

RESULTS OF VOTE:	AYE	NAY	ABSENT	ABSTAIN
Anna Bergman				X
R. Charles Bottenberg	X			
Courtney Clarke	X			
Shelly Hughes	X			
Larry R. Lyon			X	

CONSENT TO PLAT

KNOWN BY ALL MEN PRESENT:

The undersigned, Ashworth Land, L.L.C., an Iowa limited liability company, acting with full authority to act for and on behalf of the company, with full knowledge, does hereby consent to the platting of the property to be platted as **Ashworth Acres Plat 1**, an Official Plat, included in and forming a part of the City of Waukee, Dallas County, Iowa and specifically described as follows:

See Exhibit "A",

to be known as Ashworth Acres Plat 1.

The undersigned, being the owner of the above property to be platted, declares that this Consent is prepared with the free consent and in accordance with the desires of the undersigned owner.

Dated on this 25 day of October, 2019.

ASHWORTH LAND, L.L.C.

By 
Toby T. Torstenson, Manager

STATE OF IOWA)
)
COUNTY OF Polk)

This record was acknowledged before me on this 25 day of October, 2019, by Toby T. Torstenson, Manager of Ashworth Land, L.L.C.





Notary Public in and for the State of Iowa

EXHIBIT "A"

A PART OF PARCEL 'A' AND PARCEL 'B' OF THE SOUTHEAST 1/4, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 1998, PAGE 360 ALL BEING IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 'A'; THENCE NORTH 00°18'08" EAST ALONG THE WEST LINE OF SAID PARCEL 'A', 60.34 FEET TO THE SOUTHWEST CORNER OF PARCEL '18-79' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2018, PAGE 11472; THENCE NORTH 84°11'21" EAST ALONG THE SOUTH LINE OF SAID PARCEL '18-79', A DISTANCE OF 796.49 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL '18-79' AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 39°11'21" EAST, 35.36 FEET; THENCE NORTH 05°48'39" WEST ALONG THE EAST LINE OF SAID PARCEL '18-79', A DISTANCE OF 15.14 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 685.00 FEET, WHOSE ARC LENGTH IS 73.08 FEET AND WHOSE CHORD BEARS NORTH 02°45'16" WEST, 73.05 FEET; THENCE NORTH 00°18'08" EAST CONTINUING ALONG SAID EAST LINE, 677.08 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EAST LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 965.00 FEET, WHOSE ARC LENGTH IS 87.76 FEET AND WHOSE CHORD BEARS NORTH 02°18'12" WEST, 87.73 FEET; THENCE NORTH 04°54'31" WEST CONTINUING ALONG SAID EAST LINE, 105.65 FEET TO THE NORTHEAST CORNER OF SAID PARCEL '18-79'; THENCE NORTH 89°41'52" WEST ALONG THE NORTH LINE OF SAID PARCEL '18-79', A DISTANCE OF 795.06 FEET TO THE NORTHWEST CORNER OF SAID PARCEL '18-79'; THENCE NORTH 00°18'08" EAST ALONG THE WEST LINE OF SAID PARCEL 'A', 288.33 FEET; THENCE SOUTH 89°41'52" EAST, 135.00 FEET; THENCE NORTH 00°18'08" EAST, 5.17 FEET; THENCE SOUTH 89°41'52" EAST, 195.00 FEET; THENCE SOUTH 00°18'08" WEST, 6.50 FEET; THENCE SOUTH 89°41'52" EAST, 135.00 FEET; THENCE NORTH 00°18'08" EAST, 3.50 FEET; THENCE SOUTH 89°41'52" EAST, 195.00 FEET; THENCE NORTH 00°18'08" EAST, 2.20 FEET; THENCE SOUTH 89°41'52" EAST, 190.00 FEET; THENCE SOUTH 00°18'08" WEST, 6.71 FEET; THENCE SOUTH 89°41'52" EAST, 130.00 FEET; THENCE SOUTH 00°18'08" WEST, 19.28 FEET; THENCE SOUTH 89°41'52" EAST, 130.00 FEET; THENCE NORTH 00°18'08" EAST, 12.09 FEET; THENCE SOUTH 89°41'52" EAST, 205.84 FEET TO THE EAST LINE OF SAID PARCEL 'B'; THENCE SOUTH 00°19'12" WEST ALONG SAID EAST LINE, 1268.54 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 'B'; THENCE SOUTH 84°11'21" WEST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 1322.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.61 ACRES (941,533 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**DECLARATION OF OWNERS ASSOCIATION
FOR ASHWORTH ACRES**

THIS DECLARATION, made on the date hereinafter set forth by Ashworth Land, L.L.C., an Iowa limited liability company ("Declarant") as developer of Ashworth Acres Plat 1 ("Ashworth Acres") and, in support of this Declaration, states and provides as follows:

RECITALS

WHEREAS, Declarant is the owner of certain property in the City of Waukee, Dallas County, Iowa, which is more particularly described as:

Lots 1 through 45, and Outlot Y, in Ashworth Acres Plat 1, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa,

(collectively the "Property" or "Properties").

WHEREAS, Declarant desires that the Property be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability thereof.

NOW, THEREFORE, Declarant hereby declares that the Property be held, sold and conveyed subject to the following easements, covenants and conditions which shall run with the real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS.

- A. "Association" shall mean and refer to Ashworth Acres Owners Association, Inc., its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa as amended.
- B. "Association Responsibility" shall mean the maintenance of Outlot Y and the signage easement area referenced in Article 2 below.
- C. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

- D. "City" shall mean the City of Waukee, Iowa.
- E. "Declarant" shall mean and refer to Ashworth Land, L.L.C., and its successors and assigns.
- F. "Declaration" shall mean and refer to this Declaration to which the Properties are subject, as the same may be amended from time to time.
- G. "Lot(s)" shall mean and refer to Lots 1 through 45, inclusive, as shown on the recorded plat for Ashworth Acres Plat 1, and any additional lots within any replats of the Properties made and recorded in accordance with statutes of the State of Iowa which may later be brought within the jurisdiction of the Association and the Declaration.
- H. "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association.
- I. "Outlot" shall mean and refer to Outlot Y as shown on the record plat for Ashworth Acres, and any additional outlots within any replats of the Properties made and recorded in accordance with statutes of the State of Iowa which may later be brought within the jurisdiction of the Association and the Declaration.
- J. "Owner" shall refer to the record owner, whether one or more persons and entities, including the Declarant, or a fee simple title to any part of the Properties, but excluding those having such interest merely as security for the performance of any obligation, and excluding those having a lien upon the property by provision of operation of law. A vendee in possession under a recorded contract of sale of any part of the Properties shall be deemed the owner thereof.
- K. "Plat" shall mean and refer to the final plat of Ashworth Acres Plat 1 filed of record in the Dallas County Recorder's Office.
- L. "Property" or "Properties" shall mean and refer to that certain real property described above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, but shall exclude and not refer to any portion thereof conveyed, dedicated or granted to the City now or in the future.

2. EASEMENTS AND ENCROACHMENTS.

Section 1. Easement for Maintenance. Declarant reserves unto the Association a nonexclusive easement over the Lots for the sole benefit of the Association in performance of its maintenance obligation under this Declaration. This easement shall not be for the benefit of the members or the public at large.

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

the Property. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and easement, or other easement, license or right-of-way by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Dallas County, Iowa and the Association and any Owner of any Lot shall be 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 the any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any common area. 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 terminate when Declarant shall no longer own an interest in the Property.

Section 3. Easement for Signage. Declarant hereby grants to the Association, for and on behalf of the Owners of all Lots within Ashworth Acres, an easement for the purpose of installing, maintaining, operating, repairing and replacing signage, other entrance features and landscaping in, on, over and under the following easement area:

THE NORTHERLY 10.00 FEET OF THE SOUTHERLY 30.00 FEET OF THE WESTERLY 30.00 FEET OF LOT 34, ASHWORTH ACRES PLAT 1, CITY OF WAUKEE, DALLAS COUNTY, IOWA.

3. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The owner or owners of the Properties or any subdivisions thereof shall be members of the Association. Membership shall be appurtenant to the ownership of the real property and shall be indivisible from such ownership.

Section 2. Voting. There shall be appurtenant to each Lot one vote in the Association. When more than one person holds an interest in any such Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall the vote be split with respect to any such Lot. In the event that the owners of a Lot fail to determine how to cast any vote, no vote shall be cast for said Lot.

NOTWITHSTANDING THE ABOVE, THE DECLARANT SHALL BE THE SOLE VOTING MEMBER OF THE ASSOCIATION UNTIL TWELVE (12) MONTHS AFTER THE DECLARANT CONVEYS THE LAST LOT/OUTLOT IN ASHWORTH ACRES OR UNTIL THE DECLARANT WAIVES THE RIGHT TO BE SOLE VOTING MEMBER, WHICHEVER FIRST OCCURS. SO LONG AS DECLARANT IS THE SOLE VOTING MEMBER OF THE ASSOCIATION, DECLARANT SHALL HAVE THE RIGHT TO ELECT ALL MEMBERS OF THE BOARD, ALL OFFICERS OF THE ASSOCIATION AND AMEND THIS DECLARATION FOR ANY REASON.

Section 3. Board of Directors. The Owners entitled to vote shall elect a Board of Directors of the Association as prescribed by the Association's Bylaws. The Board of Directors shall manage the affairs of the Association.

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

4 COVENANT FOR ASSESSMENTS.

Section 1. Creation of the Lien and Personal Obligation of Assessments. The 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 agrees to pay to the

Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and operating deficits, and other special assessments as provided in this Declaration; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made senior to all liens except a first mortgage of record and any ad valorem taxes. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the costs associated with obligations imposed on the Association under the Agreement, and for other purposes specifically provided herein, including, but not limited to, payment of legal liabilities or obligations of the Association and all fees, costs, expenses, and attorney's fees in connection therewith.

Section 3. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of performing any of its stated obligations and responsibilities under this Declaration, including, without limitation, the cost of any construction, reconstruction, repair or replacement of a capital improvement in any detention area or other common area, including fixtures and personal property related thereto, which the Association is required to maintain, or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for an Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized above shall be sent to all members not less than ten (10) days, no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of membership subject to the assessment shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Monthly Assessments. The annual assessments provided for herein shall be due as to each Lot on the first day January of each year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the effective date of such increase. 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.

Section 7. 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 12% per annum or at the highest rate allowed by Iowa law, whichever is higher. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, including reasonable attorney's fees.

Section 8. Subordination of Assessments Liens. If any Lot subject to a lien created by any provision in this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure. All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting owner personally.

5. GENERAL PROVISIONS.

Section 1. Enforcement of Declaration.

- A. Legal Action. This Declaration shall be deemed to run with and be a burden upon the land to which they apply and all improvements thereon. The owner of any lot or portion thereof to which this Declaration apply may bring an action in any Court of competent jurisdiction to enforce this Declaration and enjoin their violation, mandate their compliance or to recover damages for the breach thereof or for any other remedy or combination of remedies recognized at law or in equity.
- B. Delays in Enforcement. No delay or omission on the part of any owner of land to which this Declaration applies in exercising any rights, power or remedy herein allowed shall be construed as a waiver of acquiescence therein. No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against Declarant on account of any action or inaction under this Declaration.
- C. Conflict with Governmental Regulations. All property subject to this Declaration shall be also subject to any and all regulations of the City and any other governmental entities having jurisdiction, including, but not limited to, zoning ordinances, subdivision ordinances, building codes or other such regulations. Whenever there is a conflict between the provisions of this Declaration and the ordinances, statutes or regulations of the City, Dallas County, State of Iowa or the United States Government, the provision which is most restrictive shall be binding.

Section 2. Term of Declaration/Severability/Amendment.

- A. Duration. This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, or the owners or owners from time to time of any lots subject to this Declaration, their

respective legal representatives, heirs, successors, and assigns, for a period of twenty-one (21) years after recordation hereof.

- B. Severability. In the event that one or more of the terms or conditions of this Declaration shall be declared for any reason, by the court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining covenants, conditions, restrictions or terms not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.
- C. Amendment. This Declaration may be amended in writing by an instrument signed and filed of record in the Office of the Dallas County, Iowa Recorder, by at least fifty-one percent (51%) of the Lot owners, if the Declarant does not own a Lot/Outlot. Notwithstanding the foregoing, the Declarant retains the sole right to amend this Declaration for any reason so long as Declarant has an ownership interest in any Lot or Outlot. Furthermore, none of the rights and duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval.

Section 3. Annexation and Removal of Land.

A. Additional Common Area.

Declarant shall have the sole right at any time to convey additional Common Area to the Association or to add additional association responsibility elements. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional common area to the Association in the future. The Association shall be obligated to accept any additional common area so conveyed by Declarant and to hold and maintain the additional common areas pursuant to the terms of this Declaration.

B. Additional Land.

Declarant shall have the irrevocable right to subject additional land to the terms of this 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 manner as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Recorder of Dallas County, Iowa. No approval of the Association or any other person shall be necessary.

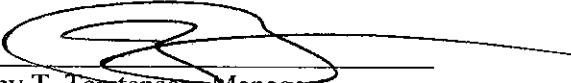
C. Removal of Land.

Declarant shall have the right now, and in the future, to remove any portion of the property from the operation of this Declaration. Declarant shall signify this removal by filing an amendment to this Declaration with the Recorder of Dallas County, Iowa. No approval of the Association or any other person shall be necessary.

Dated this 25 day of October, 2019.

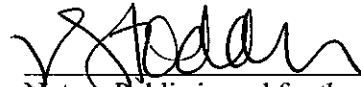
DECLARANT:

ASHWORTH LAND, L.L.C.

By: 
Toby T. Torstenson, Manager

STATE OF IOWA, COUNTY OF Polk, ss

This record was acknowledged before me on October 25, 2019, by Toby T. Torstenson, Manager of Ashworth Land, L.L.C.


Notary Public in and for the State of Iowa



**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS FOR
ASHWORTH ACRES**

Preparer Information:

Anna M. Bergman
Wilson & Egge, P.C.
475 Alice's Road, Suite A
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:

N/A

Return Document To:

Wilson & Egge, P.C.
475 Alice's Road, Suite A
Waukee, Iowa 50263

Grantor:

Ashworth Land, L.L.C.

Grantee:

N/A

Legal Description:

Lots One (1) through Forty-five (45) in Ashworth Acres Plat 1, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

Document or instrument number of previously recorded documents:

N/A

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR ASHWORTH ACRES**

THIS DECLARATION is made this 25 day of October, 2019, by Ashworth Land, L.L.C., an Iowa limited liability company ("Declarant").

RECITALS:

WHEREAS, Declarant, concurrently herewith, has subdivided, developed and platted Ashworth Acres Plat 1 in the City of Waukee, Dallas County, Iowa ("Ashworth Acres"), and is the owner of Lots 1 through 45 in said Ashworth Acres.

WHEREAS, Declarant is desirous of establishing certain covenants, conditions, easements and restrictions for the benefit of the owners of the Lots.

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

I. DEFINITIONS

- A. "City" shall mean the City of Waukee, Iowa.
- B. "Declarant" shall mean Ashworth Land, L.L.C., and its successors and assigns, as to the entirety of the Lots that has not theretofore been conveyed to homebuilders or homeowners, unless the context indicates otherwise.
- C. "Lot" shall mean and refer to Lots 1 through 45, inclusive, as shown on the recorded plat of Ashworth Acres Plat 1.
- D. "Owner" shall mean a person the person or persons who from time to time collectively hold the entire fee title to a Lot, including sellers under executory contracts of sale (but shall not include any person or entity who holds such fee title merely as security for a loan, unless and until such person has succeeded to ownership by enforcement of its remedies under such security instruments).
- E. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless the context permits only one such manner.

II. DESIGNATION OF USE

The use of all Lots shall be limited to single-family residential use with not more than one single-family dwelling on each Lot, and may be developed only with other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City of Waukee Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No full-time or part-time business activity may be conducted on any Lot or in any building or structure on any Lot, except to the extent of a home occupation permitted by the City of Waukee Zoning Ordinance,

and except that home builders may maintain model homes during construction, and Declarant may maintain a sales office during its development and sales of the Lots in Ashworth Acres Plat 1.

A. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.

B. No trailer, boat, camper, motor home, or truck rated larger than 3/4 ton or other movable or temporary structure or enclosure shall be maintained or parked on any Lot or street within public view.

C. No mobile home or Manufactured Homes as defined in the Code of Iowa shall be placed on or erected on any Lot.

D. No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.

E. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any 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 three dogs be maintained on any one lot at any one time. Dogs must be tied or fenced or kept in a dog run, which dog run must meet the requirements of paragraph J of Article III.

F. Any construction or earth moving on any lot(s) (whether greater or less than one acre in size) shall be in compliance with all statutes, rules and/or ordinances relating to storm water and erosion control compliance and permitting. The Owner understands and agrees that he/she is the sole responsible permittee for the lot(s) with respect to compliance with all terms, provisions and requirements of the NPDES Storm Water Discharge Permit No. 2, the storm water pollution prevention plan which includes the lot(s) and any and all applicable storm water and/or erosion control statutes, rules and ordinances.

Each Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to: 1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the lot(s) identified above; and/or 2) any alleged violation of any NPDES, storm water and/or erosion control statute, rule or ordinance, after the date of sale of the lot(s).

III. DESIGN AND CONSTRUCTION

A. In order to preserve the general design for the development of the whole of Ashworth Acres Plat 1, no structure or other improvement, or addition thereto, shall be erected upon any Lot unless the plan, design, building materials and location thereof shall have been first approved by the Declarant's Executive Committee, or such person or persons designated by the Declarant for this purpose. Approval of such plans shall not be unreasonably withheld.

B. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction. Additionally, all construction must be commenced within 12 months of the purchase of a Lot in Ashworth Acres.

C. No building shall be erected on any Lot nearer than the building setback lines as shown on the recorded plat.

