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Recorded: 11/19/2018 at 02:27:06 PM
Fee Amt: $167.00 Page 1 of 33
Dallas County Iowa
Chad C. Airhart RECORDER
File#
BK 2018 PG 21713

PLATTING WORKSHEET
DALLAS COUNTY, IOWA

THIS SPACE FOR RECORDER'S USE ONLY

SLIDE # F92-F97

SUBDIVISION NAME: Waterford Creek South Plat 1

BREIF LEGAL: Outlot Y & Z Coyote Ridge of Urbandale Plat 1 & Parcel 17-92 S1/2 SW1/4 12-79-26

CONTACT NAME American Abstract & Title

ADDRESS 117 N 9th St., Adel

CITY/STATE/ZIP Adel, IA 50003

PHONE NUMBER (515) 993-1986

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.

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✓ 5. **DEDICATION OF OWNER** – Statement signed by both husband and wife 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 Kathy Wissler

TYPED OR PRINTED CLARIFICATION OF ABOVE Kathy Wissler

I:\Share\Word\Forms\Platting Worksheet.doc

APPROVAL OF SUBDIVISION PLAT NAME
BY DALLAS COUNTY

Date: October 17, 2018

The Dallas County Auditor's Office has reviewed the final plat of Waterford Creek South 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.

Julia K Helm

Dallas County Auditor

SEAL OF THE DALLAS COUNTY IOWA AUDITOR

City of Urbandale

3600 86th Street • Urbandale, IA 50322 • 515.278.3900 • Urbandale.org

July 5, 2018

Dallas County Auditor
Dallas County Courthouse
801 Court Street
Adel, Iowa 50003

Certification

We, Robert D. Andeweg, Mayor, and Debra Mains, City Clerk appointed for the City of Urbandale, Iowa, do hereby certify that the following is a true and accurate record from the City of Urbandale, Iowa, Council Minutes for July 3, 2018:

> Following discussion, Cox moved, seconded by Gayman to approve Resolution 119-2018 Approving the "Waterford Creek South Plat 1" Final Plat (156th Street and Waterford Road), subject to recommendations of the Planning and Zoning Commission. On roll call, Ayes: Cox, Gayman, Pogge, Russell, Carver. Nays: none. Motion carried.

A copy of the resolution is attached.

Robert D. Andeweg, Mayor

Attest:

Debra Mains, City Clerk

RESOLUTION NO. 119-2018

WHEREAS, on the 25th day of June, 2018, the "Waterford Creek South Plat 1" Final Plat (156th Street and Waterford Road) was approved by the Planning and Zoning Commission; and

WHEREAS, the aforementioned Final Plat appears to conform to the Subdivision Ordinance of the City of Urbandale and to Chapter 354 of the Code of Iowa, as amended;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Urbandale, Iowa, that the aforementioned Final Plat is hereby approved.

BE IT FURTHER RESOLVED, that any street, park, or other land that is designated by the plat or the statement by the proprietors to be dedicated to the public is hereby approved and accepted for dedication, but any said street shall not be open for public access at the time of recording and any time thereafter for public safety reasons unless and until the street has been fully improved and said improvements have been accepted by the City Council of the City of Urbandale.

Passed and approved by the City Council of the City of Urbandale, Iowa this 3rd day of July, 2018.

Robert D. Andeweg, Mayor

Attest:

Debra Mains

Debra Mains, City Clerk

Return to Preparer: Lisa R. Wilson, WILSON, GUERRERO & EGGE, P.C., 475 Alice's Road, Suite A, Waukee, Iowa 50263 (515) 369-2502

CONSENT TO PLAT

KNOWN BY ALL MEN PRESENT:

The undersigned, Waterford Creek, 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 **Waterford Creek South Plat 1**, an Official Plat, included in and forming a part of the City of Urbandale, Dallas County, Iowa and specifically described as follows:

See Exhibit "A",

to be known as Waterford Creek South 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 1 day of November, 2018.

WATERFORD CREEK, L.L.C.

By _____
John W. Larson, Manager

STATE OF IOWA)
)
COUNTY OF Dallas)

This instrument was acknowledged before me on this 1 day of November 2018, by John W. Larson, Manager of Waterford Creek, L.L.C.

SAMANTHA SWEET
Commission Number 780642
My Commission Expires
October 1, 2019

_____
Notary Public in and for the State of Iowa

EXHIBIT "A"

OUTLOT 'Y' AND OUTLOT 'Z', COYOTE RIDGE OF URBANDALE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE AND PARCEL '17-92', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2017 PAGE 12205 OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA. THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

Return to Preparer: Lisa R. Wilson, 475 Alice's Road, Suite A, Waukee, Iowa, 50263 (515) 369-2502

MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WATERFORD CREEK SOUTH

THIS DECLARATION ("Declaration") is made this 1 day of November, 2018, by Waterford Creek, L.L.C., an Iowa limited liability company ("Declarant").

RECITALS

WHEREAS, Declarant is the owner and developer of certain real property legally described as Lots 1 through 157, inclusive, and Outlots X and Y, in Waterford Creek South Plat 1.

WHEREAS, Declarant desires to develop the Property in phases as a master-planned, mixed use community.

WHEREAS, Declarant desires to establish a Master Association to own, operate and maintain certain common areas located within the Property, to collect assessments for the purpose of maintenance and improvement of the common areas and the common amenities and to administer activities relating thereto for the benefit of the Property and each Owner thereof.

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

I. DEFINITIONS

A. "Additional Land" shall mean and refer to any additional land annexed and subjected to this Declaration pursuant to Article V hereof.

B. "Master Association" shall mean and refer to Waterford Creek South Master Owners Association, Inc., a non-profit corporation organized pursuant to Chapter 504, Revised, of the Code of Iowa, and its successors and assigns.

C. "Association Responsibility Elements" shall mean the following:

1. Outlots X and Y, including, but not limited to, any landscape buffer areas, private storm and sanitary sewers, private water mains and storm water drainage and detention areas located thereon.

2. Landscape buffer areas located on or within Lots 57, 58 and 76-80, as well as any and all Lots located along Waterford Road.

D. "Board" or "Board of Directors" shall mean the Board of Directors of the Association duly elected in accordance with the Articles of Incorporation and Bylaws of the Association.

E. "City" shall mean the City of Urbandale, Iowa.

F. "Common Areas" shall mean all real property, including improvements thereto, maintained by the Association for the common use and enjoyment of the Owners, specifically defined in this Declaration or any other declaration of covenants, conditions and restrictions affecting the Property or a portion thereof, including Outlots X and Y, but shall not include those common areas specifically reserved for the use and enjoyment of the owners of any specific subdivision plat or portion of the Property.

G. "Declarant" shall mean and refer to Waterford Creek, L.L.C., an Iowa limited liability company, its successors and assigns.

H. "Declaration" shall mean and refer to this Master Declaration of Covenants, Conditions, Easements and Restrictions to which the Property is subject, as amended from time to time.

I. "Lot" shall mean and refer to an individual parcel of land within the Property which is platted for single family residential dwellings, multi-family residential dwellings, including townhome and condominium associations, or commercial buildings. In the case of a Condominium Regime subjected to this Declaration, a Lot shall also refer to an individual Unit together with any and all other interests appurtenant to such Unit as provided in the recorded Declaration of Submission to Horizontal Property Regime for such Condominium Regime.

J. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration of any other declaration as provided for herein.

K. "Member Associations" shall mean and refer to any association of Owners located in a specific identified subdivision plat or portion of the Property subject to additional covenants, conditions, easements and restrictions and additional owners' associations.

L. "Owner" shall mean a person the person or persons who from time to time collectively hold the entire fee title to a Lot, their tenants, licensees and invitees, 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).

M. "Property" shall mean and refer to Lots 1 through 157, inclusive, and Outlots X and Y, in Waterford Creek South Plat 1.

N. 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. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member in the Master 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. When more than one person holds an interest in any Lot, all such persons shall be Members.

Section 2. Voting. Subject to provisions of Section 3 of this Article, the Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. 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. All votes for Owners of Lots subject to a Member Association established to serve a specific subdivision or plat within the Property shall be voted "en block" by an individual selected by the Board of Directors of each Member Association. For example, if the votes of the Owners of a specific Member Association vote 120 for and 40 against a resolution, the designated representative would cast the votes on behalf of the Member Association 120 for and 40 against the resolution at any meeting of the Master Association duly called for the purpose of such resolution.

Section 3. Declarant as Sole Voting Member. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE DECLARANT SHALL BE THE SOLE VOTING MEMBER OF THE ASSOCIATION UNTIL TWELVE (12) MONTHS AFTER THE DECLARANT CONVEYS THE LAST LOT/OUTLOT IN WATERFORD CREEK SOUTH 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. EACH OWNER BY ACCEPTANCE OF A DEED SHALL BE DEEMED TO HAVE RELEASED DECLARANT FROM ALL CLAIMS WITH RESPECT TO ACTIONS TAKEN OR NOT TAKEN WHILE DECLARANT CONTROLS THE MASTER ASSOCIATION.

Section 4. Board of Directors. The voting Members shall elect a Board of Directors of the Master Association as prescribed by the Bylaws of the Master Association. The Board of Directors shall manage the affairs and business of the Master Association. The Board of Directors shall have at least one Member from each Member Association.

Section 5. Suspension of Voting Rights. The Master Association shall suspend the voting rights of a Member for any period during which any assessment hereunder 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 Master Association.

III. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Assessments. Each Owner of a 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 Master Association assessments as provided in this Declaration. The assessments levied by the Master Association and any other charges against the Owner of a Lot set forth elsewhere in this Declaration, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or charge is made senior to all liens, except the first mortgage of record, any ad valorem taxes, and any special assessments levied by the City. Such assessment or charge, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment or charge fell due. The personal obligation for delinquent assessments or charges shall not pass to said Owner's successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively to carry out the duties of the Master Association as set forth above, including, but not limited to, improvement, maintenance, repair, replacement, removal, decoration and demolition of the Association Responsibility Elements, for payment of insurance, utility expenses, salaries, and real estate taxes and assessments associated with the Master Association, Association Responsibility Elements and the Common Areas, for payment of legal liabilities or obligations of the Association and all fees, costs, expenses and attorney fees in connection therewith, any for any other purpose specifically provided for herein.

Section 3. Rate of Assessment. Monthly and special assessments provided for herein shall be fixed in accordance with this Section. Each Lot shall be liable for a pro-rata share of the total budget upon which any annual, monthly or special assessment is based. The annual assessment shall be determined by dividing the total budget for management and maintenance of the Common Areas by the number of Member Associations in the Property, and then further

divided by the number of Lots in each respective Member Association's development. For example, if there are two Member Associations and the annual assessment is $1,000.00, one Member Association shall be allocated $500.00 of the assessment to be further allocated pro-rata amongst its respective members and the remaining $500.00 shall be allocated to the other Member Association to be further allocated pro-rata amongst its respective members. The Board of Directors shall fix any increase in the amount of the annual assessment in accordance with the Bylaws of the Master Association.

Section 4. Reserve Fund. A portion of such annual assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the Association Responsibility Elements and any capital improvement that the Master Association is required to maintain.

Section 5. Special Assessments. In addition to the annual assessment authorized above, the Master Association may levy a special assessment if necessary to finance or perform any of its stated duties under this Declaration, provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 6. Payment of Assessments. The general annual assessment provided for above, shall commence as to each respective Lot on the first day of the month following the conveyance by the Declarant of a Lot, and shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Master Association shall fix the amount of such general annual assessments at least thirty (30) days in advance of each annual assessment period. Written notice of such assessments shall be sent to every member of the Master Association subject thereto. The due dates shall be established by the Board of Directors of the Master Association, and the general annual assessments may be collected in equal annual, semi-annual, quarterly, or monthly installments at the discretion of the Board of Directors.

Section 7. Notice of Meeting. Written notice of any meeting called for the purpose of taking any action authorized above, shall be sent to all members not less than five (5) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Collection of Assessments by Member Associations. The assessments levied by the Master Association herein against Owners of Lots that are subject to a Member Association shall be assessed to and collected by the Member Associations. If such assessment is not paid by the Member Association within sixty (60) days after written notice to such Member Association, the assessment shall be a personal obligation of such Member Association and the Owner of each Lot subject to such Member Association on a per Lot basis.

Section 9. Subordination of Assessment Liens. If any property 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 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 the liens for assessments, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of the 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. Such assessments shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of the lien of such assessments. All such assessments shall be deemed to be an expense of the Member Associations.

Section 10. Effect of Nonpayment of Assessments. Every assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twenty percent (20%) per annum or at the highest rate allowed by Iowa law, whichever is higher, until paid. Such payment and interest shall constitute a lien upon the Lot, and said lien shall continue in full force and effect until the assessment is fully paid. The Master Association shall be entitled to all legal remedies afforded under Iowa law to collect said assessments and shall be entitled to reasonable attorney fees and costs in connection therewith.

Section 11. Exempt Property. Notwithstanding anything to the contrary in this Declaration, Declarant, and the Lots which the Declarant owns, shall not be liable for any assessments made by the Master Association, whether considered general or special.

Section 12. Statement Assessments Paid. The Master Association shall, upon request, and for a reasonable charge, furnish a statement signed by an authorized representative of the Master Association setting forth whether the assessments owing by a Member have been paid. A properly executed statement of the Master Association as to the status of assessments is binding upon the Master Association as of the date of its issuance.

Section 13. No Avoidance by Waiver of Use. Each Owner shall be liable for all assessments for his/her/its Lot made by the Master Association. The liability of an Owner for all assessments made by the Master Association may not be avoided by waive of the use or enjoyment of any common element or by abandonment of a Lot for which an assessment is made.

IV. MAINTENANCE OBLIGATIONS OF ASSOCIATION AND COMMON AREAS

Section 1. Maintenance of Association Responsibility Elements/Common Areas. The Master Association shall manage, control and maintain the Association Responsibility Elements and Common Areas as set forth in this Declaration, and shall keep the same in good, safe, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound

property management. The Master Association's responsibilities under this Section are for the exclusive benefit of the Owners.

Section 2. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas subject to the terms of this Declaration which shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

a. The right and obligation of the Master Association to maintain underground utilities located within any of the Common Areas; and

b. The right of the Association to promulgate and publish rules and regulations consistent with the Declaration and Bylaws of the Master Association

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Master Association, the right to enjoy the Common Areas to his/her/its invitees.

Section 4. Use of the Common Areas. The Common Areas shall be used strictly in accordance with the provisions of this Declaration and all rules and regulations adopted by the Master Association. No Owner shall obstruct or interfere whatsoever with the rights and privileges of other Owners or the Master Association in the Common Areas. Nothing shall be planted, altered, constructed upon or removed from the Common Areas without the prior written consent of the Master Association. If an Owner violates this section, the Master Association shall have the right but not the obligation to restore the Common Areas to the prior condition and assess the cost thereof against the Owner who violates this section and such cost shall become a lien upon the Lot of such Owner and shall become due and payable upon demand. The Master Association shall have the same rights and powers to collect the cost of such restoration as proved in Article III for the collection of delinquent assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Areas, the Master Association or the offended Owner may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorneys' fees as the court may allow together with all necessary costs and disbursements incurred in connection therewith.

Section 5. Contracts and Agreements. The Board of Directors, in its sole discretion, shall enter into any contract, agreement, lease, management contract, employment contract or lease of recreational equipment and facilities, engage the services of and discharge any manager, activities director, managing agent, independent contractor or other employee as it deems necessary. The Board of Directors, in its sole discretion, shall determine the duties and compensation of such persons so employed.

Section 6. Cross Easements. Appurtenant to each Lot shall be easements from each Owner to each other Owner, and from each Owner to the Master Association and from the Master Association to each Owner an easement for ingress and egress through the Common Areas and for maintenance repair and replacement as authorized.

Section 7. Encroachment Easements. If any portion of the Common Areas encroaches upon any Lot, or if any Lot encroaches upon any portion of the Common Areas, or if any of such encroachment shall occur hereafter as a result of shifting or settling of the buildings, or from alteration, repair or improvement to the Common Areas after damage by fire or other casualty, or as a result of condemnation of or eminent domain proceedings, then in each such event, a valid easement shall exist for such encroachment and for the maintenance thereof.

V. DECLARANTS' RIGHTS

Section 1. Common Area Use. Declarant reserves the right to use any of the Common Areas to sell, assign or conduct other businesses in connection with the construction and development of the project from any of such Property prior to it being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain models, erect signs and maintain a sales office until all Lots are sold.

Section 2. Additional Common Areas. Declarant, its successors and assigns, reserve the right to add additional common elements by conveying the same to the Master Association from time to time.

Section 3. Removing/Adding Land. Declarant shall have the sole and absolute right now, and in the future, to remove any portion of the Property from the operation of this Declaration or to subject additional property to this Declaration, all without the consent of any Owner, mortgagee or other third party.

Section 4. Assignment of Rights. Declarant shall have the right to assign all of its rights and obligations as Declarant hereunder to any person, corporation or other entity. The assignee of any such assignment shall be responsible for Declarant's duties and obligations under this Declaration and shall be entitled to all Declarant rights as provided for hereunder.

VI. INSURANCE

Section 1. Minimum Insurance. The Master Association shall obtain and maintain at all times, to the extent available, at a minimum, liability insurance in such amounts and in such forms as may be considered appropriate and reasonable by the Board of Directors ("Master Association Insurance").

Section 2. Premiums. The premiums for the insurance coverage shall be a common expense to be included in monthly assessments levied by the Master Association against Owners. The premiums attributable to coverage on the Common Areas shall be apportioned among the Lots.

Section 3. Adjustment of Losses. The Master Association, or its designee, shall have the exclusive authority to adjust losses under the insurance policies.

Section 4. No Contribution. Under no circumstance shall the insurance coverage obtained and maintained by the Master Association be brought into contribution with insurance purchased by Owners or their mortgagees, or any Member Association.

Section 5. Additional Insurance. Any Member Association, as well as each Owner, may obtain additional insurance at its/his/her own expense provided that no party shall maintain insurance coverage which will tend to decrease the amount which the Master Association may realize under any insurance policy which it may have in force.

Section 6. Attorney-in-Fact. Except as hereinafter provided, the Master Association shall receive and hold the amount payable under the Master Association Insurance and apply the same to the cost of reconstruction or repair of the damaged or destroyed Common Areas.

VII. EMINENT DOMAIN

Section 1. Taking by Eminent Domain. Payment for the taking of a portion of the Common Areas by eminent domain or the conveyance under threat thereof shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Master Association.

VIII. DESTRUCTION, CASUALTY AND REPAIRS

Section 1. Destruction/Casualty. In the event the proceeds of insurance are not sufficient to repair damage or if destruction is caused by any peril not herein required to be insured against, then the repair or reconstruction of the damaged Common Areas shall be accomplished promptly by the Master Association as a common expense. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same shall have all the priorities heretofore provided for in this Declaration and by the By-laws of the Master Association.

IX. GENERAL PROVISIONS

Section 1. Right of Enforcement. This Master Declaration of Covenants, Conditions and Restrictions shall be deemed to run with the land to which they apply and all improvements thereon. The Owner of any Lot or portion thereof to which this Declaration applies, Declarant, an Owner or the Master Association 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.

Section 2. Penalties. In addition to the remedies described elsewhere in this Declaration, the Master Association is hereby authorized to levy against any Lot in violation of this Declaration an assessment penalty not to exceed One Hundred Dollars and no/100 ($100.00) for each day a violation of this Declaration continues beyond thirty (30) days after notice of a

violation has been given by the Association to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing in by personal service. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Association shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Dallas County, Iowa. If the Owner has not fully complied with the terms of this Declaration within thirty (30) days after receiving notice, or thirty (30) days after second publication of notice, the Master Association shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Master Association. Any Lot Owner objecting to the notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Master Association Board of Directors. Assessment of the penalty shall be stayed pending a hearing and final decision by the Master Association Board of Directors.

Section 3. Amendment. This Declaration may be amended in writing by an instrument signed and filed of record in the Office of the Recorder of Dallas County, Iowa, certified by the Declarant or any officer of the Master Association that the same has been approved by a majority vote of the Members; provided, however, that Declarant does not own an interest in any Lot. Notwithstanding the foregoing or elsewhere herein, Declarant retains the sole right to amend this Declaration for any reason whatsoever so long as Declarant has an ownership interest in any portion of the Property.

Section 4. Binding Effect. Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarants, the Master Association, and the Owners, and their successors and assigns and all parties and persons claiming under any of them for an initial period of twenty-one years after the date they are recorded in the Dallas County Recorder's Office, unless sooner modified or terminated, and shall be deemed covenants that run with the land.

Section 5. Severability. In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

Section 6. Waiver. Failure of the Master Association or any Owner to enforce any covenant, condition or restriction of this Declaration, the Articles of Incorporation or Bylaws of the Master Association, or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to enforce the same thereafter.

Section 7. Captions. The captions of the articles, sections and any paragraphs, of this Declaration, or the lack thereof, are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

Section 8. Conflict with Governmental Regulations. The Property subject to this Declaration shall also be subject to any and all applicable regulations of the City of Urbandale, Iowa, Dallas County and any other governmental entities having jurisdiction including, but not limited to, zoning ordinances, subdivision ordinances, life safety and building codes as well as other such regulations. Whenever there is a conflict between the provisions of this Declaration and the ordinances, statutes or regulations of the City, County, State, or other applicable governmental entity having jurisdiction over the Property, that provision which is most restrictive shall be binding unless otherwise prohibited or preempted by law.

Section 9. Reasonable Period of Enforcement. If any of the terms of this Declaration shall be held by a court of competent jurisdiction to be void or unenforceable by reason of the period of time herein stated for which the Declaration may be effective or amount of any penalty imposed, such terms or penalty shall be reduced to a reasonable period of time or amount which shall not violate the rule against perpetuities as set forth in the laws of the State of Iowa or other applicable law, all as determined by the court

Section 10. Duration. Any easements granted in or pursuant to this Declaration, and any other provisions of this Declaration to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for the payment of costs associated therewith, shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration.

Dated the day and year first written above.

WATERFORD CREEK, L.L.C., Declarant

By: John W. Larson, Manager

STATE OF IOWA)
)SS:
COUNTY OF Dallas)

This record was acknowledged before me on this 1 day of November, 2018, by John W. Larson, Manager of Waterford Creek, L.L.C.

SAMANTHA SWEET
Commission Number 780642
My Commission Expires
October 1, 2019

Notary Public in and for Said State

Return to Preparer: Lisa R. Wilson, WILSON, GUERRERO & EGGE, P.C., 475 Alice's Road, Suite A, Waukee, Iowa 50263 (515) 369-2502

LENDER'S CONSENT TO PLAT

KNOWN BY ALL MEN PRESENT:

The undersigned, Home State Bank, acting with full authority to act for and on behalf of the bank, does hereby consent to the platting of the property to be platted as **Waterford Creek South Plat 1**, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa and specifically described as follows:

See Exhibit "A".

This consent is as mortgagee to a portion of the property described above with a mortgage being filed against said property on November 20, 2017, in Book 2017, Page 22746, and is given with the free consent and in accordance with the desires of the undersigned as mortgagee to a portion of said property described above which is to be included in said plat.

Dated this 5th day of November, 2018.

HOME STATE BANK

By Benjamin A Yoder

Its Executive Vice President

STATE OF IOWA)
) SS:
COUNTY OF Carroll)

This instrument was acknowledged before me on this 5 day of November, 2018, by Benjamin A. Yoder, the Executive Vice Pres. of Home State Bank.

TAMERA S KECK
Commission Number 732517
My Commission Expires
1-21-20

Notary Public in and for the State of Iowa

EXHIBIT "A"

OUTLOT 'Y' AND OUTLOT 'Z', COYOTE RIDGE OF URBANDALE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE AND PARCEL '17-92', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2017 PAGE 12205 OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA. THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

Return to Preparer: Lisa R. Wilson, WILSON, GUERRERO & EGGE, P.C., 475 Alice's Road, Suite A, Waukee, Iowa 50263 (515) 369-2502

LENDER'S CONSENT TO PLAT

KNOWN BY ALL MEN PRESENT:

The undersigned, Iowa Trust & Savings Bank, acting with full authority to act for and on behalf of the bank, does hereby consent to the platting of the property to be platted as **Waterford Creek South Plat 1**, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa and specifically described as follows:

See Exhibit "A".

This consent is as mortgagee to a portion of the property described above with mortgages being filed against said property on September 12, 2017, in Book 2017, Page 18043, as amended on February 26, 2018 in Book 2018, Page 2990, and filed on February 26, 2018 in Book 2018, Page 2991, and is given with the free consent and in accordance with the desires of the undersigned as mortgagee to a portion of said property described above which is to be included in said plat.

Dated this 5th day of November, 2018.

IOWA TRUST & SAVINGS BANK

By _____
Chad Dolan, Vice-President Business Banking

STATE OF IOWA)
) SS:
COUNTY OF Polk)

This instrument was acknowledged before me on this 5th day of November, 2018, by Chad Dolan, Vice-President Business Banking of Iowa Trust & Savings Bank.

_____
Notary Public in and for the State of Iowa

DEBRA A. FABER
Commission Number 184255
My Commission Expires
09-29-2020

EXHIBIT "A"

OUTLOT 'Y' AND OUTLOT 'Z', COYOTE RIDGE OF URBANDALE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE AND PARCEL '17-92', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2017 PAGE 12205 OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA. THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

Return to Preparer: Lisa R. Wilson, WILSON, GUERRERO & EGGE, P.C., 475 Alice's Road, Suite A, Waukee, Iowa 50263 (515) 369-2502

DALLAS COUNTY TREASURER'S CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

The undersigned, on behalf of the Dallas County Treasurer's Office, hereby certifies that I have examined the records of this office in accordance with the provisions of Section 354.11 of The Code of Iowa, and have determined that Waterford Creek, L.L.C. is the present fee titleholder to the following described real estate:

See Exhibit "A",

to be known as Waterford Creek South Plat 1.

I further certify that taxes for the above-described real estate for fiscal year 2017/2018, due and payable 2018/2019, have been paid. I further certify that said property is free from all special assessments, special rates, and charges, nor are there any taxes due for Monies and Credits, Bushels of Grain, Industrial Machinery, Data Processing Equipment, Utilities or Buildings on leased land against Waterford Creek, L.L.C. which is the record titleholder of the above-described real estate.

Dated this 18TH day of OCTOBER, 2018.

DALLAS COUNTY TREASURER

By: _____

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the State of Iowa, on this 18TH day of October, 2018.

_____
Notary Public in and for the State of Iowa

CHRIS M. CHAPMAN
Commission Number 753333
My Commission Expires
June 18, 2020

EXHIBIT "A"

OUTLOT 'Y' AND OUTLOT 'Z', COYOTE RIDGE OF URBANDALE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE AND PARCEL '17-92', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2017 PAGE 12205 OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA. THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

WILSON, GUERRERO & EGGE, P.C.
ATTORNEYS AT LAW

LISA R. WILSON
LINDSEY A. GUERRERO
JEFFREY A. EGGE

475 S.E. ALICE'S ROAD • SUITE A
WAUKEE, IOWA 50263

TELEPHONE • (515) 369-2502
FACSIMILE • (515) 369-2503

October 15, 2018

Mayor Robert Andeweg
City of Urbandale, Iowa
3600 86th Street
Urbandale, Iowa 50322

Re: Plat Title Opinion/Waterford Creek South Plat 1

Dear Sir:

Pursuant to the requirements of Iowa Code Section 354.11(1)(c) (2017), I hereby certify that I have examined the Abstract of Title, Pencil Notes No. 712006, prepared by American Abstract & Title Company and certified that it reflects all matters up to October 12, 2018 at 7:00 a.m. and relating to the following property:

See Exhibit "A",

to be known as Waterford Creek South Plat 1.

As of that date and time, we find from our examination that good and marketable title to the property described above is held by:

Waterford Creek, L.L.C.

subject to the following:

1. **MORTGAGE:** The Abstract shows a Mortgage filed September 12, 2017 in Book 2017, Page 18043 from Gateway Development, L.L.C. to Iowa Trust & Savings Bank, as amended by an Amendment to Mortgage filed February 26, 2018 in Book 2018, Page 2990.

2. **MORTGAGE:** The Abstract shows a Mortgage filed November 20, 2017 in Book 2017, Page 22746 from Gateway Development, L.L.C. to Home State Bank.

3. **MORTGAGE:** The Abstract shows a Mortgage, Security Agreement and Fixture Financing Statement filed February 26, 2018 in Book 2018, Page 2991 from Waterford Creek, L.L.C. to Iowa Trust & Savings Bank.

4. **REAL ESTATE TAXES:** The Abstract shows fiscal year 2017/2018 real estate taxes as $9.00-unpaid.

5. **AGREEMENT:** The Abstract shows the Storm Water Facility Management and Maintenance Covenant and Permanent Easement Agreement filed January 18, 2016 in Book 2016, Page 844, as amended by an Amendment to Agreement filed May 24, 2017 in Book 2017, Page 9539.

6. **PLAT:** The Abstract shows the Final Plat of Coyote Ridge of Urbandale Plat 1 filed January 15, 2016 in Book 2016, Page 721.

7. **PLAT OF SURVEY:** The Abstract shows a Plat of Survey filed June 27, 2017 in Book 2017, Page 12205.

8. **PLAT OF SURVEY:** The Abstract shows a Plat of Survey filed November 15, 2017 in Book 2017, Page 22375.

9. **ZONING:** The property under examination is subject to the zoning ordinances of the City of Urbandale.

10. **SEARCHES:** The abstract reflects searches as to the above titleholder.

You are hereby advised that this opinion is prepared pursuant to Iowa Code Sections 614.26 and 614.28 of the 2017 Code of Iowa, Chapter 11 of the Iowa Title Examination Standards, the abstracting standards of the Iowa Land Title Association and the 40 Year Marketable Title Act.

Respectfully submitted,

WILSON, GUERRERO & EGGE, P.C.

By: _____
Lisa R. Wilson

Title Guaranty No. 10118

EXHIBIT "A"

OUTLOT 'Y' AND OUTLOT 'Z', COYOTE RIDGE OF URBANDALE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE AND PARCEL '17-92', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2017 PAGE 12205 OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA. THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

C10	25°14'39"	320.00'	141.02'	S12°15'32"W	139.86'	C40	1°41'22"	680.00'	20.05'	N78°40'16"W	20.05'	C70	90°00'00"	50.00'	78.54'	S44°29'34"W	70.71'	C97	5°14'21"	75.00'	10.93'	N30°17'14"W	10.92'						
C11	29°39'24"	350.00'	181.16'	S14°27'44"W	179.15'	C41	7°12'41"	680.00'	85.59'	N84°07'16"W	85.53'	C71	90°00'00"	50.00'	78.54'	S45°30'26"E	70.71'	C98	20°51'28"	25.00'	9.10'	N67°14'58"W	9.05'						
C12	16°43'53"	380.00'	110.97'	N18°25'28"E	110.57'	C42	2°38'19"	680.00'	31.32'	N89°02'48"W	31.31'	C72	90°32'45"	30.00'	47.41'	S45°46'48"E	42.63'												
C13	10°25'29"	380.00'	69.14'	N4°50'47"E	69.04'	C43	90°00'00"	25.00'	39.27'	N45°21'57"W	35.36'	C73	90°33'31"	30.00'	47.42'	S45°47'11"E	42.63'												
C14	90°00'00"	25.00'	39.27'	N44°38'03"E	35.36'	C44	2°52'01"	325.00'	16.26'	N1°04'03"E	16.26'	C74	89°26'35"	30.00'	46.83'	N44°12'52"E	42.22'												
C15	2°31'30"	620.00'	27.32'	S89°06'13"E	27.32'	C45	25°46'56"	80.00'	36.00'	N15°23'31"E	35.70'	C75	19°19'17"	350.00'	118.03'	S9°17'41"W	117.47'												
C16	7°34'22"	620.00'	81.95'	S84°03'17"E	81.89'	C46	23°34'04"	80.00'	32.91'	N40°04'01"E	32.68'	C76	4°05'58"	228.00'	16.31'	S74°35'34"E	16.31'												
C17	1°25'30"	620.00'	15.60'	S79°32'50"E	15.60'	C47	47°22'19"	57.00'	47.13'	N28°09'53"E	45.80'	C77	17°57'51"	172.00'	53.93'	S81°31'30"E	53.71'												
C18	4°25'52"	680.00'	52.59'	S81°02'31"E	52.58'	C48	50°21'25"	57.00'	50.10'	N20°41'59"W	48.50'	C78	13°51'23"	162.50'	39.30'	N83°34'44"W	39.20'												
C19	5°36'42"	680.00'	66.60'	S86°03'48"E	66.57'	C49	50°21'25"	57.00'	50.10'	N71°03'24"W	48.50'	C79	4°12'54"	172.00'	12.65'	N74°39'02"W	12.65'												
C20	1°36'17"	680.00'	19.44'	S89°41'17"E	19.44'	C50	50°21'25"	57.00'	50.10'	S58°35'12"W	48.50'	C80	16°21'20"	76.00'	21.69'	N17°59'23"W	21.62'												
C21	2°36'52"	570.00'	26.01'	S89°12'00"E	26.01'	C51	53°52'03"	57.00'	53.59'	S8°28'25"W	51.64'	C81	5°57'00"	80.00'	8.31'	N31°15'29"E	8.30'												
C22	7°29'23"	570.00'	74.51'	S84°08'52"E	74.46'	C52	6°30'11"	57.00'	6.47'	S23°42'39"E	6.47'	C82	90°00'00"	66.00'	103.67'	N44°29'34"E	93.34'												
C23	3°25'43"	570.00'	34.11'	S78°41'19"E	34.10'	C53	34°04'18"	80.00'	47.57'	S9°55'38"E	46.86'	C83	90°00'00"	9.50'	14.92'	S45°30'26"E	13.44'												
C24	2°34'14"	630.00'	28.26'	S76°15'34"E	28.26'	C54	2°44'29"	375.00'	17.94'	S5°44'19"W	17.94'	C84	90°00'00"	65.50'	102.89'	N45°30'26"W	92.63'												
C25	4°14'05"	630.00'	46.56'	S81°39'44"E	46.55'	C55	4°44'02"	375.00'	30.98'	S2°00'03"W	30.97'	C85	25°39'37"	76.00'	34.04'	S13°26'14"E	33.75'												
C26	4°11'53"	630.00'	46.16'	S85°52'43"E	46.15'	C56	11°32'22"	650.00'	130.91'	S84°35'46"E	130.69'	C86	89°27'39"	30.00'	46.84'	N44°13'24"E	42.23'												
C27	2°31'46"	630.00'	27.81'	S89°14'33"E	27.81'	C57	11°40'51"	650.00'	132.51'	S84°40'00"E	132.28'	C87	90°00'00"	10.00'	15.71'	S44°29'34"W	14.14'												
C28	90°00'00"	25.00'	39.27'	S45°30'26"E	35.36'	C58	10°23'04"	600.00'	108.75'	S85°18'54"E	108.60'																		
C29	90°00'00"	25.00'	39.27'	S44°29'34"W	35.36'	C59	3°08'54"	600.00'	32.97'	S78°32'55"E	32.97'																		
C30	2°47'45"	570.00'	27.81'	N89°06'33"W	27.81'	C60	13°31'58"	600.00'	141.72'	S83°44'27"E	141.39'																		

PLAT DESCRIPTION

OUTLOT 'Y' AND OUTLOT 'Z', COYOTE RIDGE OF URBANDALE PLAT 1, AND PARCEL '17-82', AS SHOWN ON THE PLAT OF SURVEY RECORDI HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 79 N MERIDIAN IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA AND (FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF

ZONING

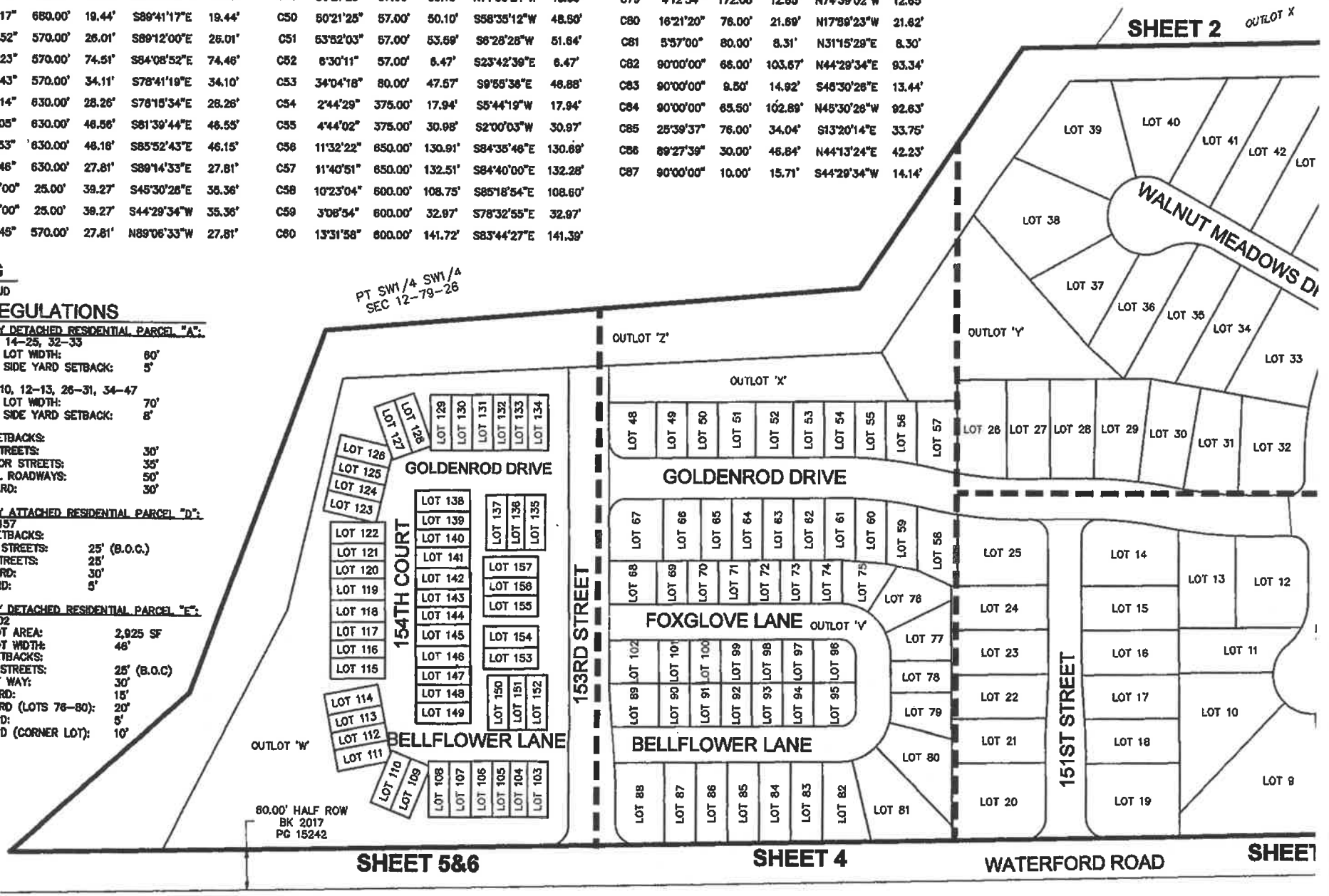
EXISTING: PUD

BULK REGULATIONS

SINGLE FAMILY DETACHED RESIDENTIAL PARCEL "A":
- LOTS 11, 14-25, 32-33
  - MINIMUM LOT WIDTH: 60'
  - MINIMUM SIDE YARD SETBACK: 5'
- LOTS 1-10, 12-13, 26-31, 34-47
  - MINIMUM LOT WIDTH: 70'
  - MINIMUM SIDE YARD SETBACK: 8'
- MINIMUM SETBACKS:
  - LOCAL STREETS: 30'
  - COLLECTOR STREETS: 35'
  - ARTERIAL ROADWAYS: 50'
  - REAR YARD: 30'

SINGLE FAMILY ATTACHED RESIDENTIAL PARCEL "D":
- LOTS 103-157
- MINIMUM SETBACKS:
  - PRIVATE STREETS: 25' (B.O.C.)
  - LOCAL STREETS: 25'
  - REAR YARD: 30'
  - SIDE YARD: 5'

SINGLE FAMILY DETACHED RESIDENTIAL PARCEL "E":
- LOTS 48-102
- MINIMUM LOT AREA: 2,925 SF
- MINIMUM LOT WIDTH: 46'
- MINIMUM SETBACKS:
  - PRIVATE STREETS: 25' (B.O.C)
  - RIGHT OF WAY: 30'
  - REAR YARD: 15'
  - REAR YARD (LOTS 76-80): 20'
  - SIDE YARD: 5'
  - SIDE YARD (CORNER LOT): 10'



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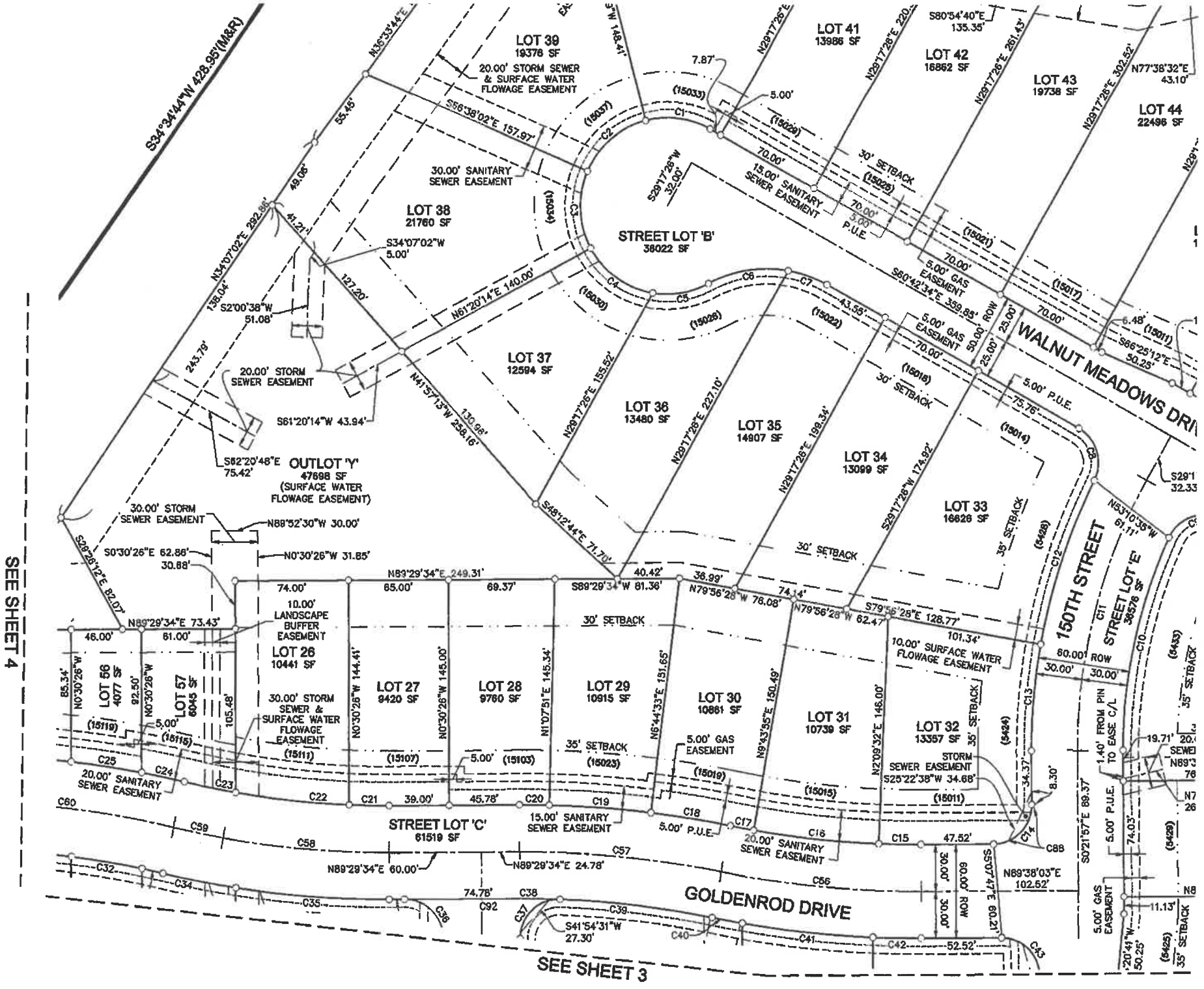

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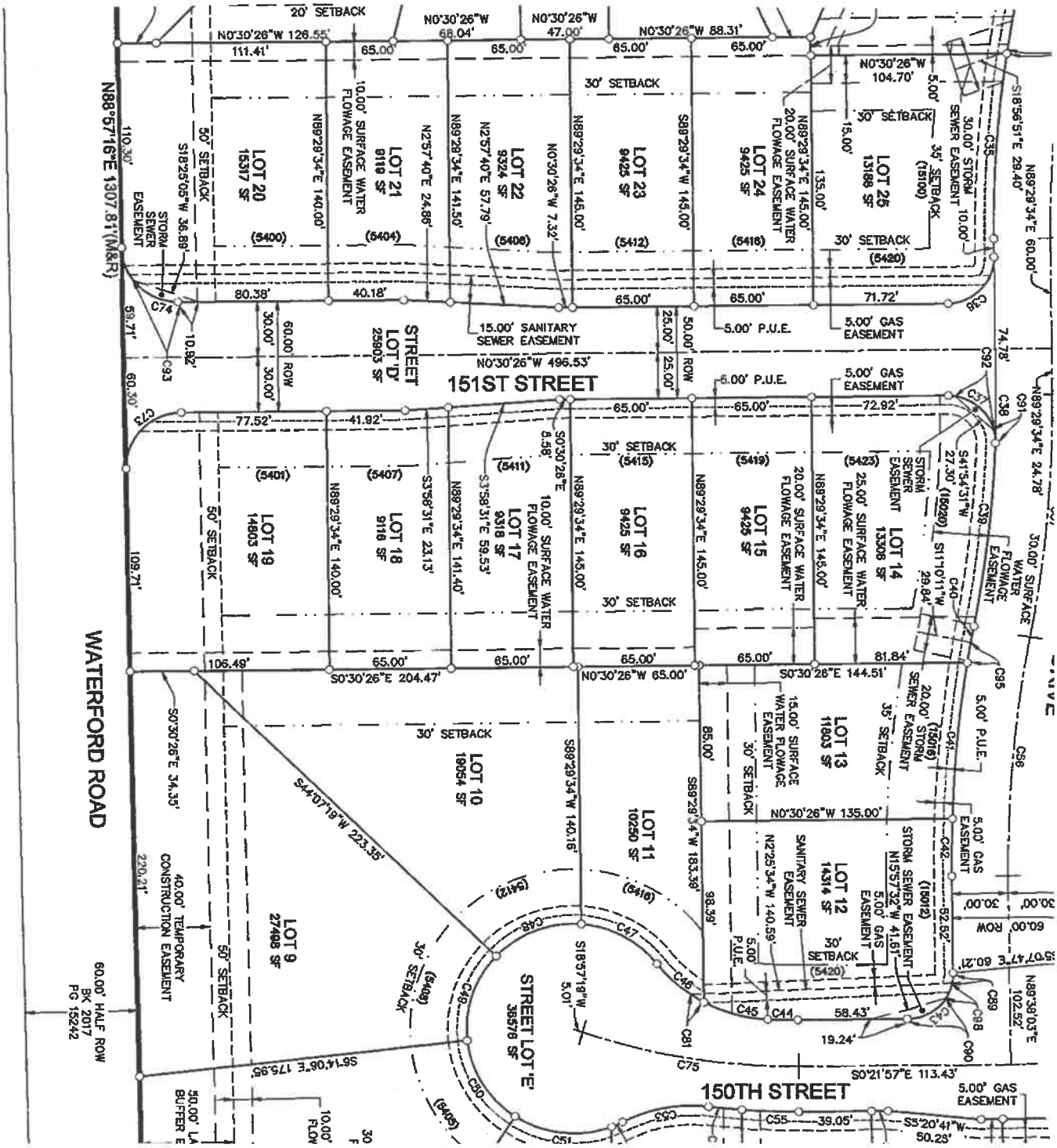
SEE SHEET 4



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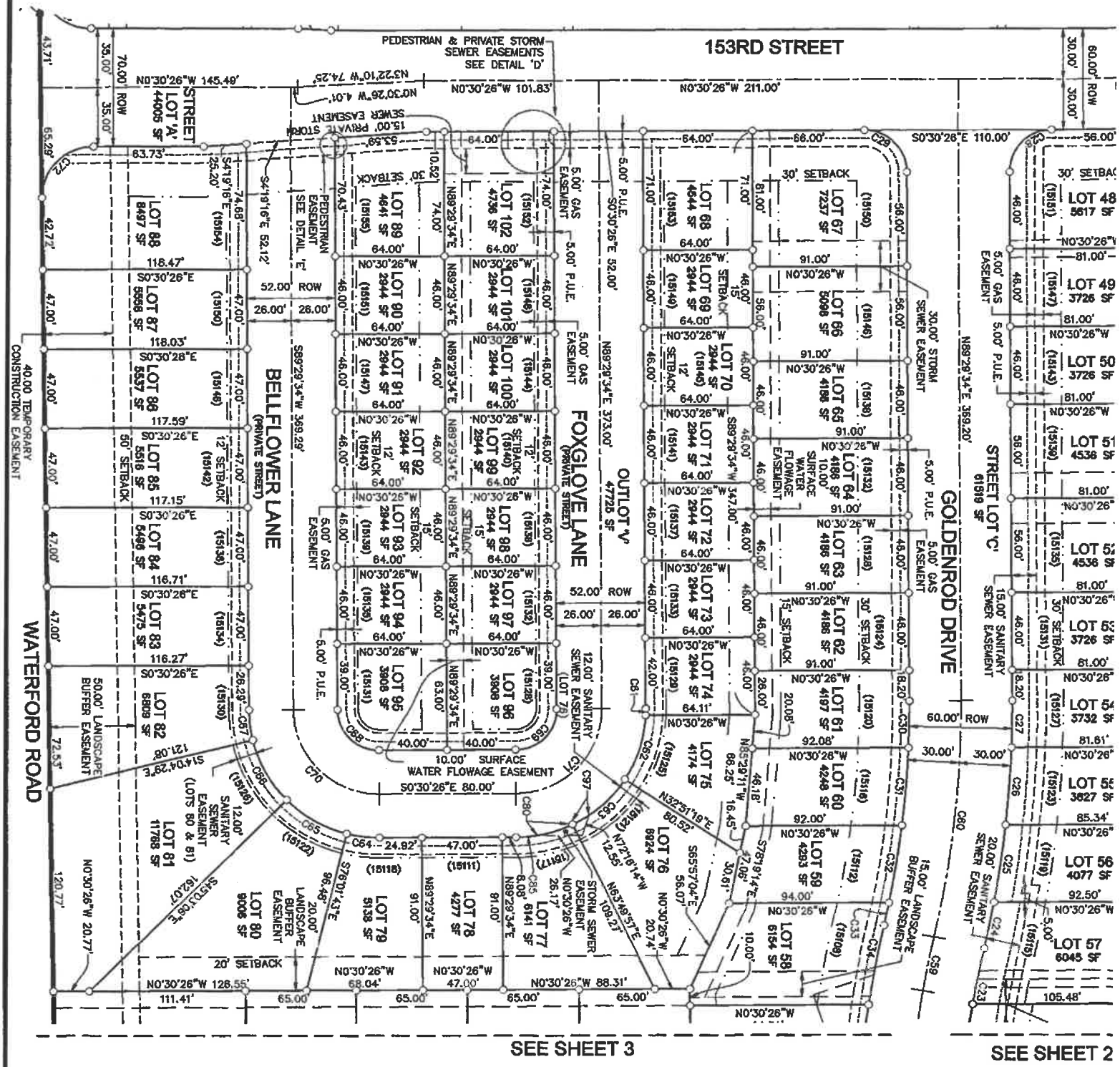

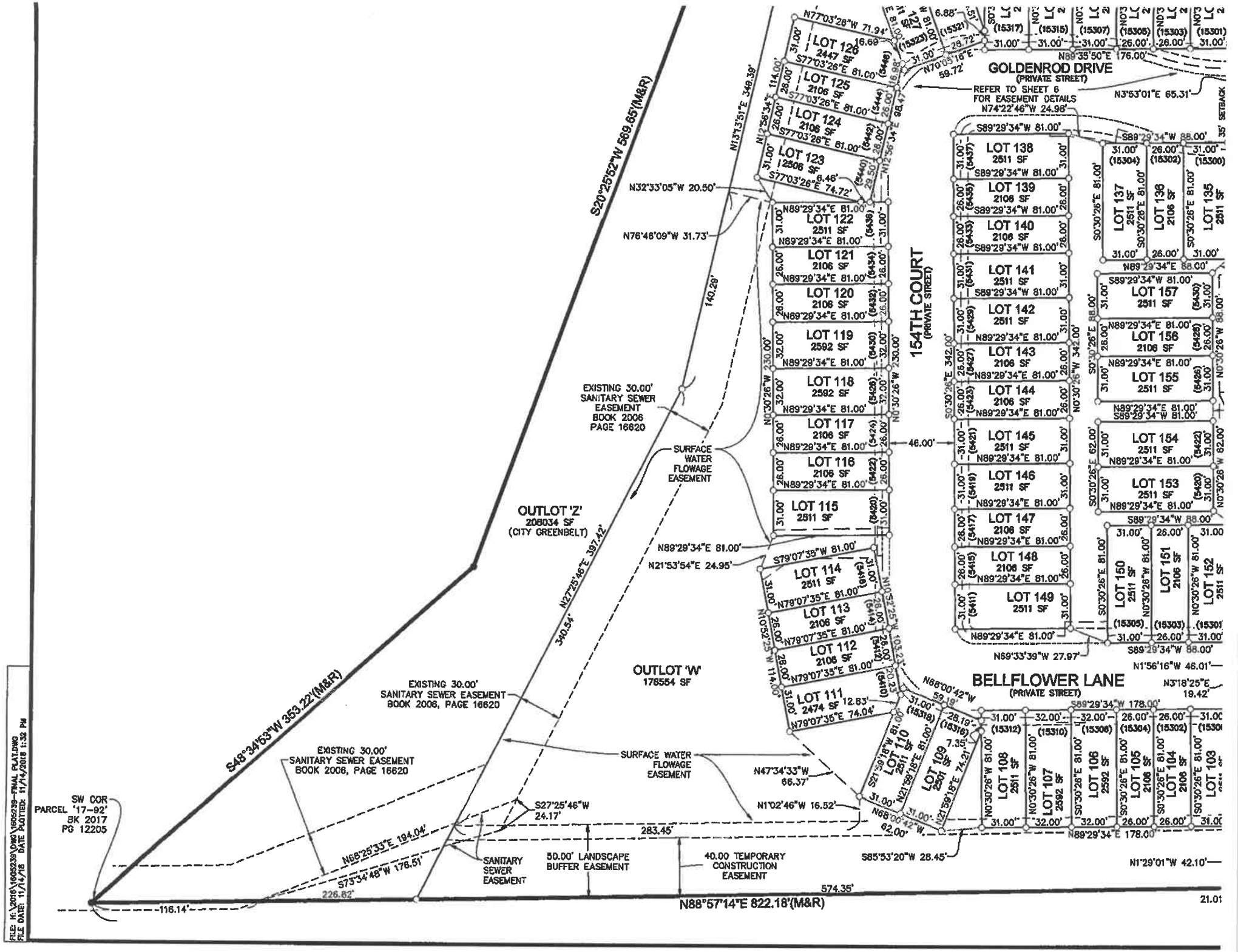
GOLDENROD DRIVE
(PRIVATE STREET)
154TH COURT
(PRIVATE STREET)
BELLFLOWER LANE
(PRIVATE STREET)
OUTLOT 'Z'
208034 SF
(CITY GREENBELT)
OUTLOT 'W'
178554 SF
EXISTING 30.00' SANITARY SEWER EASEMENT BOOK 2006 PAGE 16620
SURFACE WATER FLOWAGE EASEMENT
EXISTING 30.00' SANITARY SEWER EASEMENT BOOK 2006, PAGE 16620
SANITARY SEWER EASEMENT
50.00' LANDSCAPE BUFFER EASEMENT
40.00 TEMPORARY CONSTRUCTION EASEMENT
SW COR PARCEL '17-92' BK 2017 PG 12205
S20°25'52"W 569.65'(M&R)
S48°34'53"W 353.22'(M&R)
N88°57'14"E 822.18'(M&R)
REFER TO SHEET 6 FOR EASEMENT DETAILS
LOT 126 2447 SF
LOT 125 2106 SF
LOT 124 2106 SF
LOT 123 2506 SF
LOT 122 2511 SF
LOT 121 2106 SF
LOT 120 2106 SF
LOT 119 2592 SF
LOT 118 2592 SF
LOT 117 2106 SF
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N89°35'50"E 176.00'
N3°53'01"E 65.31'
N74°22'46"W 24.98'
N13°13'51"E 349.39'
N12°56'34"E 98.47'
N32°33'05"W 20.50'
N76°46'09"W 31.73'
140.28'
N0°30'26"W 230.00'
N0°30'26"W 342.00'
46.00'
N27°25'46"E 397.42'
340.54'
N21°53'54"E 24.95'
N79°07'35"W 81.00'
N79°07'35"E 81.00'
N89°29'34"E 81.00'
N89°29'34"W 81.00'
N69°33'39"W 27.97'
N1°56'16"W 46.01'
N3°18'25"E 19.42'
N86°00'42"W 59.19'
N89°29'34"E 178.00'
N1°29'01"W 42.10'
S85°53'20"W 28.45'
S27°25'46"W 24.17'
N47°34'33"W 66.37'
N1°02'46"W 16.52'
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226.82'
116.14'
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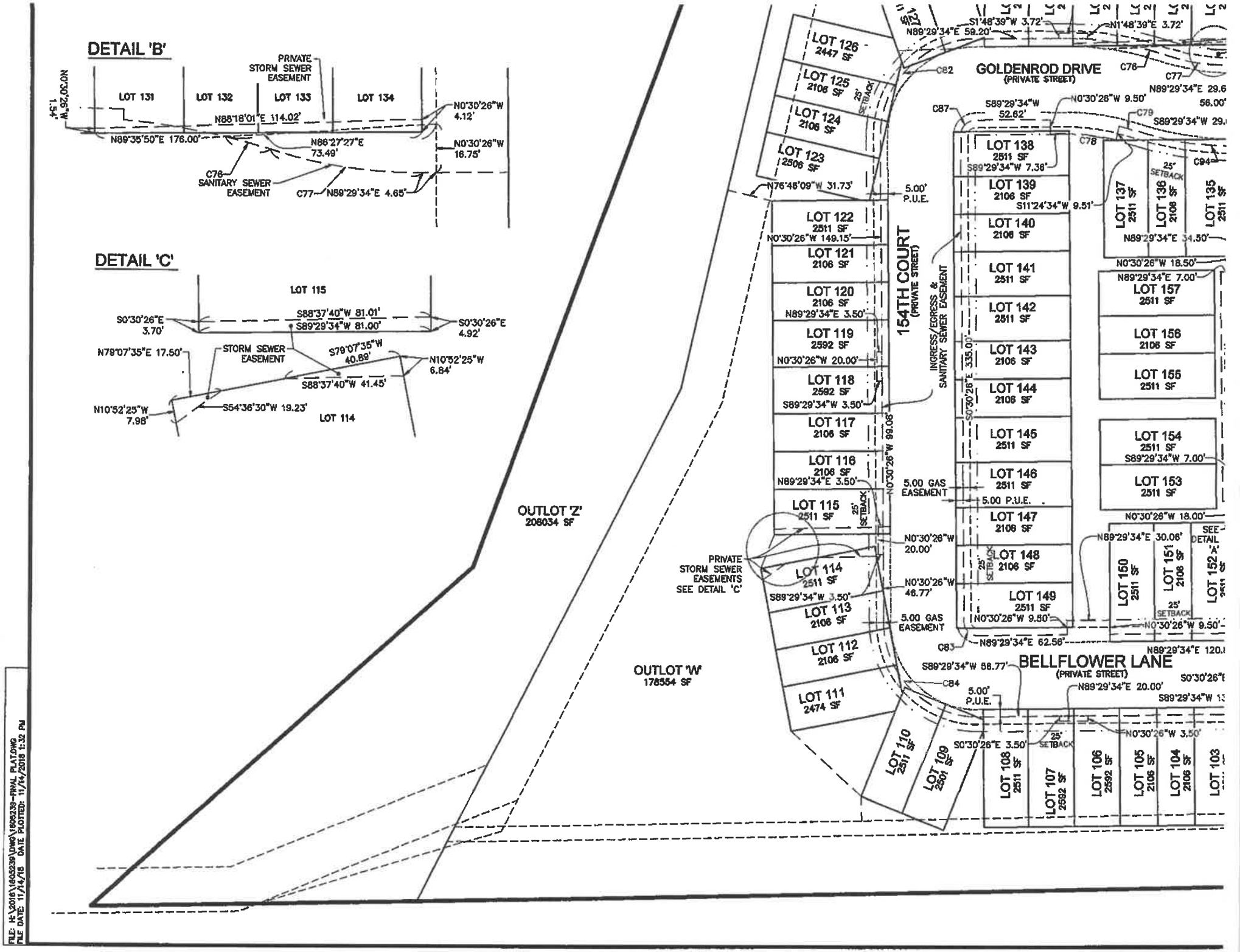

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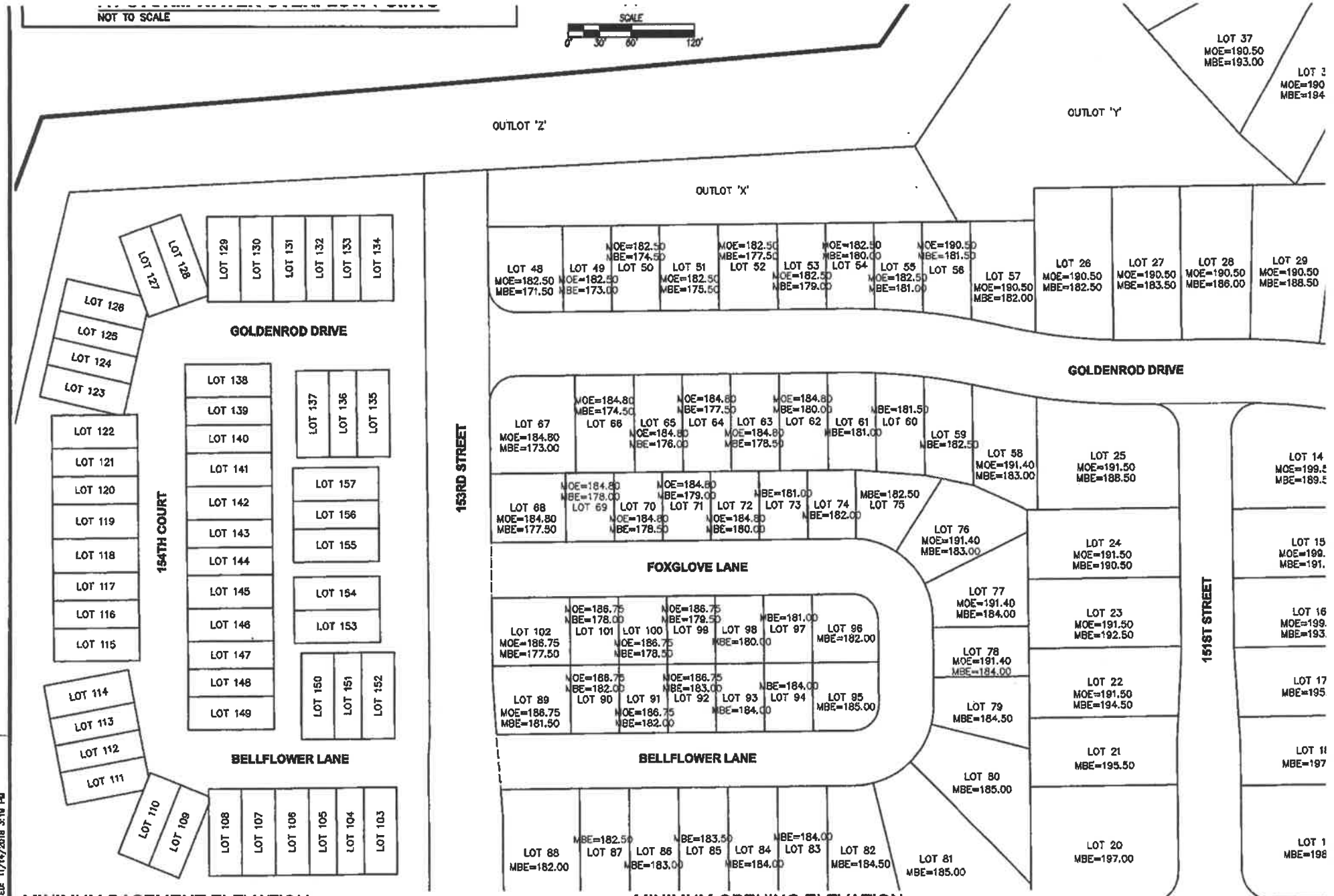

MINIMUM BASEMENT ELEVATION

LOT 103 MBE=179.50	LOT 114 MBE=172.50	LOT 125 MBE=169.00	LOT 136 MBE=168.00	LOT 147 MBE=172.00
LOT 104 MBE=178.50	LOT 115 MBE=172.00	LOT 126 MBE=169.50	LOT 137 MBE=168.00	LOT 148 MBE=172.00
LOT 105 MBE=178.00	LOT 116 MBE=171.50	LOT 127 MBE=169.00	LOT 138 MBE=169.50	LOT 149 MBE=172.50
LOT 106 MBE=177.00	LOT 117 MBE=171.50	LOT 128 MBE=169.00	LOT 139 MBE=169.50	LOT 150 MBE=178.00
LOT 107 MBE=176.00	LOT 118 MBE=171.00	LOT 129 MBE=168.50	LOT 140 MBE=170.00	LOT 151 MBE=178.50
LOT 108 MBE=175.50	LOT 119 MBE=170.50	LOT 130 MBE=168.00	LOT 141 MBE=170.00	LOT 152 MBE=179.50
LOT 109 MBE=174.50	LOT 120 MBE=170.50	LOT 131 MBE=168.00	LOT 142 MBE=170.50	LOT 153 MBE=178.50
LOT 110 MBE=174.00	LOT 121 MBE=170.00	LOT 132 MBE=167.50	LOT 143 MBE=171.00	LOT 154 MBE=176.50
LOT 111 MBE=173.50	LOT 122 MBE=170.00	LOT 133 MBE=167.50	LOT 144 MBE=171.00	LOT 155 MBE=175.50
LOT 112 MBE=173.00	LOT 123 MBE=169.50	LOT 134 MBE=167.00	LOT 145 MBE=171.50	LOT 156 MBE=174.50
LOT 113 MBE=172.50	LOT 124 MBE=169.50	LOT 135 MBE=168.00	LOT 146 MBE=171.50	LOT 157 MBE=174.00

MINIMUM OPENING ELEVATION

LOT 111 MOE=171.50	LOT 120 MOE=171.50	LOT 141 MOE=181.50	LOT 150 MOE=181.25
LOT 112 MOE=171.50	LOT 121 MOE=171.50	LOT 142 MOE=181.50	LOT 151 MOE=181.25
LOT 113 MOE=171.50	LOT 122 MOE=171.50	LOT 143 MOE=181.50	LOT 152 MOE=181.25
LOT 114 MOE=171.50	LOT 135 MOE=181.50	LOT 144 MOE=181.25	LOT 153 MOE=181.25
LOT 115 MOE=171.50	LOT 136 MOE=181.50	LOT 145 MOE=181.25	LOT 154 MOE=181.25
LOT 116 MOE=171.50	LOT 137 MOE=181.50	LOT 146 MOE=181.25	LOT 155 MOE=181.50
LOT 117 MOE=171.50	LOT 138 MOE=181.50	LOT 147 MOE=181.25	LOT 156 MOE=181.50
LOT 118 MOE=171.50	LOT 139 MOE=181.50	LOT 148 MOE=181.25	LOT 157 MOE=181.50
LOT 119 MOE=171.50	LOT 140 MOE=181.50	LOT 149 MOE=181.25	

FILE: H:\2016\16055339\DWG\16055339-ELEVATION EXHIBIT.DWG
FILE DATE: 7/25/18 DATE PLOTTED: 11/14/2018 3:19 PM

Doc ID: 007637280011 Type: CL-COVNT
Recorded: 11/19/2018 at 02:29:30 PM
Fee Amt: $57.00 Page 1 of 11
Dallas County Iowa
Chad C. Airhart RECORDER
File#
BK 2018 PG 21715

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WATERFORD CREEK SOUTH

Preparer Information:
Lisa R. Wilson
Wilson, Guerrero & Egge, P.C.
475 Alice's Road, Suite A
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:
N/A

Return Document To:
Wilson, Guerrero & Egge, P.C.
475 Alice's Road, Suite A
Waukee, Iowa 50263

Grantor:
Waterford Creek, L.L.C.

Grantee:
N/A

Legal Description:
Lots One (1) through Forty-seven (47) inclusive, in Waterford Creek South Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WATERFORD CREEK SOUTH

THIS DECLARATION is made this 1 day of November, 2018, by Waterford Creek, L.L.C., an Iowa limited liability company ("Declarant").

RECITALS:

WHEREAS, Declarant, concurrently herewith, has subdivided, developed and platted Waterford Creek South Plat 1 in the City of Urbandale, Dallas County, Iowa ("Waterford Creek South"), and is the owner of Lots 1 through 47 (the "Lots") in said Waterford Creek South; and

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 Urbandale, Iowa.

B. **"Declarant"** shall mean Waterford Creek, L.L.C., an Iowa limited liability company, 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 47, inclusive, as shown on the recorded plat of Waterford Creek South 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 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 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 Waterford Creek South.

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 two 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 Waterford Creek South, 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 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.

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

D. No building or structure shall be constructed, altered or maintained on any Lot unless it has a driveway running from a street to the dwelling, which must be of sufficient area to park at least two cars entirely off the street right-of-way. All driveways shall be constructed of concrete surfacing.

E. All dwellings must be constructed with the minimum of a three-car attached or built-in basement garage.

F. The exterior of any dwelling, garage or outbuilding located on any Lot shall be finished in an earth tone conservative color design that will blend well with the abutting subdivisions. A minimum of twenty-five percent (25%) of the front elevation of the dwelling on each Lot shall be covered with a brick or stone veneer, unless otherwise approved in writing by Declarant. All siding must be a 50-year hard board (commonly referred to as "Hardie Plank", "James Hardie Siding" or "LP Smartside"), unless otherwise approved in writing by Declarant. Steel and vinyl siding are strictly prohibited.

In addition to the foregoing, all areas of exposed concrete, concrete block or tile foundations shall be either painted to blend with the exterior wall finishes, or covered with brick or stone veneer or the equivalent.

G. The pitch of the roof of all dwellings must be a minimum of 6/12, unless otherwise approved in writing by the Declarant. All roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade, with a minimum thirty-year (30) warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures.

H. The minimum square footage of each dwelling shall be as follows:

(1) All dwellings located on Lots 1 through 13, inclusive, 26 through 32, inclusive, 46 and 47, shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches (including enclosed porches commonly referred to as "four seasons porches") as follows:

(a) One-story dwellings must have a minimum of 1,500 square feet of finished floor area on the main level.

(b) One and one-half story dwellings must have a minimum of 1,900 square feet of finished floor area.

(c) Two-story dwellings must have a minimum of 1,900 square feet of finished floor area.

(d) In determining the required finished area of any dwelling, a maximum of twenty-five percent (25%) of the finished area of a basement or lower level may be included in total required finished area.

(2) All dwellings located on Lots 14 through 25, inclusive, shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches (including enclosed porches commonly referred to as "four seasons porches") as follows:

(a) One-story dwellings must have a minimum of 1,400 square feet of finished floor area on the main level.

(b) One and one-half story dwellings must have a minimum of 1,800 square feet of finished floor area.

(c) Two-story dwellings must have a minimum of 1,800 square feet of finished floor area.

(d) In determining the required finished area of any dwelling, a maximum of twenty-five percent (25%) of the finished area of a basement or lower level may be included in total required finished area.

(3) All dwellings located on Lots 33 through 45, inclusive, shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches (including enclosed porches commonly referred to as "four seasons porches") as follows:

(a) One-story dwellings must have a minimum of 1,650 square feet of finished floor area on the main level.

(b) One and one-half story dwellings must have a minimum of 2,100 square feet of finished floor area.

(c) Two-story dwellings must have a minimum of 2,100 square feet of finished floor area.

(d) In determining the required finished area of any dwelling, a maximum of twenty-five percent (25%) of the finished area of a basement or lower level may be included in total required finished area.

(4) Split-foyer and split-level plans are not allowed in Waterford Creek South unless otherwise approved by Declarant.

I. Playhouses, utility buildings, storage sheds, pool houses or other similar structures shall be permitted; provided that the exterior and the roof of any such structure shall be constructed of the same material, have the same color and appearance as the residential dwelling on the same Lot and are located only in rear yards. No such structure shall be located closer than twenty feet (20') from any Lot line, unless the Declarant has specifically approved the structure and location.

J. A dog run shall not be permitted on any Lot unless: (i) it is located at the rear of the house or garage and extends toward the rear of the Lot from that portion of the house or garage which is the closest to the rear Lot line; (ii) it is entirely enclosed with a fence in compliance with Article IV of this Declaration; and (iii) and is screened from public view with landscape plantings or hedges. Any dog house constructed on a Lot shall not exceed twenty (20) square feet in area, shall be constructed of the same material and have the same color and appearance as the residential dwelling, and shall be located in the rear yard of a Lot no closer than twenty (20) feet from any Lot line.

IV. LANDSCAPING AND FENCES

A. Within thirty (30) days of completion of the dwelling on a Lot, the Lot shall be fully sodded, except where the topography, conservancy districts, creek slopes or tree cover does not make sodding practical. If weather conditions make the time requirement for sodding impossible to comply with, Declarant shall establish a reasonable period of time for compliance.

B. Within thirty (30) days of completion of a dwelling on a Lot, a minimum of two (2) trees must be planted on the Lot having a diameter measuring at least two inches (2") measured two (2) feet vertically from the ground level. The party purchasing the Lot from the Declarant shall be responsible for planting these trees and cannot transfer said responsibility to party who first occupies the dwelling as a residence.

C. No fences shall be permitted upon any Lot except as follows:

(1) No fence shall exceed six (6) feet in height and shall be constructed of wood, pvc, black wrought iron, black aluminum or black vinyl coated chain link. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing.

(2) No fence shall be constructed forward of the dwelling's back building line, and shall not be constructed within a drainage easement area without the prior written consent of the City.

(3) Pool fences shall be landscaped and screened with shrubs and bushes.

V. SATELLITE DISHES, ANTENNAS, POLES

A. Satellite dishes or parabolic devices in excess of one (1) meter in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dish or parabolic device shall be mounted on the rear elevation of the dwelling or garage, or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.

B. No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any Lot or on any dwelling, garage or other permitted structure. All antennae shall be concealed with the attic space of the dwelling or garage.

C. No light pole shall be used or placed upon any Lot that extends more than ten feet (10') above grade, except those to light a tennis court. All light poles shall be of a residential design and shall be positioned on a Lot in a manner that will avoid direct lighting onto adjoining Lots. In no event shall a light pole be located any closer than twenty feet (20') from any property line.

VI. MISCELLANEOUS RESTRICTIONS

A. No sign of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (i) street markers, traffic signs and other signs displayed by the City or other governmental units; (ii) signs which have been approved by the Declarant or its authorized agent not exceeding 144 square inches in area upon which there shall only be exhibited the street number or name, or both, of the resident; and (iii) a customary sign (one per Lot) advertising a dwelling for sale, not exceeding 1296 square inches in area. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the Lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those Lots and remove said signs. Real estate signs by the Declarant will be permitted until such development is completed. Declarant reserves the right to install entrance and directional signs with respect to Waterford Creek South, at locations and of design determined by the Declarant, and in a manner consistent with the ordinances of the City.

B. No trash receptacles, garbage cans or recycling bins shall be permitted to be placed outside a dwelling or garage except as is necessary for regular collection.

C. Only below-ground swimming pools shall be permitted on a Lot, which shall be located in the rear yard and shall be enclosed with a fence or hedges. No above-ground swimming pools are allowed.

D. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells or septic systems shall be permitted on any Lot.

E. The Owner of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

VII. EASEMENTS

Certain perpetual easements are reserved as shown on the recorded plat of Waterford Creek South, and/or as may be granted to the City by the Declarant and filed of record in the Office of the County Recorder. The owner or occupant of a Lot shall, at their own expense, keep and preserve that portion of the easement within their Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.

VIII. SIDEWALKS

The purchaser of a Lot shall, at the purchaser's expense, install public sidewalks in accordance with specifications of the City upon the earlier of the date the dwelling is built upon the Lot, or within one year of purchase of the Lot from the Declarant.

IX. MAINTENANCE OF LOTS AND SURFACE WATER

A. The owner or person in possession of each Lot, whether vacant or improved, shall keep the same well maintained, groomed and mowed, free of uncut weeds, rubbish, garbage and debris. Damaged or dead trees and shrubbery will be trimmed out or removed. Failing this, the Owner agrees that upon receipt of written notice from the Declarant to mow or cut such vegetation, trim or remove damaged trees or shrubbery, and/or remove such debris within ten (10) days, the Owner will be subject to a combination of remedies recognized at law or equity.

B. Vegetation in conservancy easements, flowage easements, creek channels, drainage ways and/or timbered areas shall not become overgrown with weeds, but may be planted in ground-cover species appropriate to the topography and land form.

C. The topography of Waterford Creek South is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to such easements as may exist for the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time, and all Owners shall have such rights and obligations with respect thereto as may be provided by such law.

X. EXECUTIVE COMMITTEE

A. Establishment/Function

The Declarant's Executive Committee (the "Executive Committee") is hereby established. The Executive Committee shall consist of the Manager or Managers of the Declarant or the designee (s) of such Manager or Managers. The functions of the Committee shall be to interpret and apply these Covenants, Conditions, Easements and Restrictions and to review building plans as described below in Article XI during the time that property is being developed. These Covenants, Conditions, Easements and Restrictions may also be enforced by any affected Lot Owner.

B. Meetings, Quorum and Vote

The Executive Committee shall meet at a reasonably convenient time and place within ten (10) days after receiving the request of any interested party. One-half of the members of the Committee shall constitute a quorum. A majority vote of the Executive Committee members present (assuming a quorum present) shall be sufficient for Committee action and decision.

C. Election of Replacement Committee

If the Executive Committee should be discontinued, regarding the property, Declarant shall designate a successor entity to carry out the duties of the Executive Committee, but only with respect to the property described in this Declaration.

D. Executive Committee Procedure

(1) Design review by the Executive Committee is intended to protect and enhance the distinctive character and natural attractiveness of the Waterford Creek South area. All buildings, structures or appurtenances thereto, to be erected, constructed, established, altered or enlarged within the property must be reviewed and approved by the Executive Committee as described below in Article XI.

(2) The Executive Committee shall consider and approve or disapprove the materials required to be submitted pursuant to these Covenants, Conditions, Easements and Restrictions.

(3) Prior to change of any building's exterior character by remodeling or alteration, the Owner, or his or her designated agent, shall secure the written approval of the Executive Committee.

XI. REVIEW AND APPROVAL OF PLANS

A. Plans and Specifications to be Submitted for Approval.

(1) Final site plan documents drawn to scale outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:

(a) Property legal description with scale and arrow on plan showing North;

(b) Building locations including setback dimensions;

(c) Driveways and sidewalks;

(d) Special features, such as fencing, lighting, underground utilities and mechanical equipment;

(e) Contour lines or slope of draining;

(f) Landscaping plan, submitted prior to installations;

(g) Size, height, type and color of any sign; and

(h) Parking areas, points of access, as well as any easements for access and means of screening

(i) Any other document requested by the Executive Committee.

(2) Final building plans and specifications outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:

(a) Floor plans, exterior elevations and sections;

(b) Square footage of buildings;

(c) Exterior colors and material samples for exposed exterior materials; and

(d) Perspective rendering or photo, if available

(e) Any other document requested by the Executive Committee.

XII. COVENANT ENFORCEMENT/GENERAL PROVISIONS

A. Penalties

In addition to the remedies described below in Paragraph B or elsewhere in this Declaration, the Declarant is hereby authorized to levy against any Lot in violation of this Declaration of Covenants, Conditions and Restrictions an assessment penalty not to exceed $100 for each day a violation of this Declaration continues beyond thirty (30) days after notice of a violation has been given by the Declarant to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing in by personal service. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Declarant shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Dallas County, Iowa. If the Owner has not fully complied with the terms of this Declaration within thirty (30) days after receiving notice, or thirty (30) days after second publication of notice, the Declarant shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Declarant. Any Lot Owner objecting to the notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Declarant. Assessment of the penalty shall be stayed pending a hearing and final decision by the Declarant.

B. Specific Enforcement of Restrictions

All Owners of Lot covenant and agree, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and that this Declaration may be specifically enforced by Declarant, the City, or an adversely affected Lot Owner.

C. Attorney's Fees

In the event it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration shall be the obligation of the Owner of the Lot which is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration.

D. Covenants Binding and Running with The Land.

Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant and the Owners of each Lot, and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

It is the intent that, notwithstanding anything in the Code of Iowa to the contrary, all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be covenants running with the land for the full period specified in this Declaration without further action by either Declarant or any Owner of any Lot in Waterford Creek South. However, in the event that Section 614.24 of the Code Iowa, as the same may be amended or replaced, may require that a verified claim be filed in the Office of the Recorder for Dallas County, Iowa prior to the twenty-first anniversary of the date of this Declaration or the twenty-first anniversary of the last filing of such verified claim in order to continue all or some of the covenants of this Declaration, including, but not limited to, any covenant, term, provision or restriction that is or may be considered a use restriction, reversion or right of reverter, in effect throughout the applicable periods specified in this Declaration, then:

(1) any or all of the Owners of the Lots, acting jointly or severally, shall file all verified claims necessary to keep all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration;

(2) a verified claim filed by Owner of a Lot in Waterford Creek South shall be valid and binding upon all the then Owners of Lots in Waterford Creek South, and their successors and assigns, with the same effect as if executed by all such persons, and in order to facilitate filing of any verified claim required to so continue all or any of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration in full force and effect, each Owner of a Lot is hereby irrevocably appointed the attorney-in-fact for all of the other Interested Parties for the purpose of filing any such verified claim.

E. Duration.

Any easements granted in or pursuant to this Declaration, and any other provisions of this Declaration to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for the payment of costs associated therewith, shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration.

Except as provided in the preceding paragraphs of this Article, the covenants, conditions, restrictions and easements in this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for an initial period of twenty-one years after the date they are

recorded in the County Recorder's Office, unless sooner modified or terminated as provided in this Article.

F. Amendment of This Declaration.

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. 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.

G. Severability.

In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

H. Captions.

The captions of the articles, sections and any paragraphs, of this Declaration, or the lack thereof, are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

ARTICLE XII. MASTER ASSOCIATION

Every Owner of a Lot shall be a Member of Waterford Creek South Master Owners Association, Inc. (the "Master Association") and shall be subject to assessments made by the Master Association pursuant to the Master Declaration of Covenants, Conditions, Easements and Restrictions for Waterford Creek South filed of record in Dallas County, Iowa.

Dated this 1 day of November, 2018.

WATERFORD CREEK, L.L.C., DECLARANT

By: _____
John W. Larson, Manager

STATE OF IOWA)
) ss:
COUNTY OF Dallas)

This record was acknowledged before me on this 1 day of November, 2018, by John W. Larson, Manager of Waterford Creek, L.L.C.

SAMANTHA SWEET
Commission Number 780642
My Commission Expires
October 1, 2019

_____
Notary Public in and for the State of Iowa

Doc ID: 007637290018 Type: CL-COVNT
Recorded: 11/19/2018 at 02:30:15 PM
Fee Amt: $92.00 Page 1 of 18
Dallas County Iowa
Chad C. Airhart RECORDER
File#
BK2018 PG21716

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WATERFORD CREEK SOUTH

Preparer Information:
Lisa R. Wilson
475 Alice's Road, Suite A
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:
N/A

Return Document To:
Wilson, Guerrero & Egge, P.C.
475 Alice's Road, Suite A
Waukee, Iowa 50263

Grantor:
Waterford Creek, L.L.C.

Grantee:
N/A

Legal Description:
Lots Forty-eight (48) through One Hundred Two (102), inclusive, and Outlot "V", in Waterford Creek South Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WATERFORD CREEK SOUTH PLAT 1

THIS DECLARATION is made this 1 day of November, 2018, by Waterford Creek, L.L.C., an Iowa limited liability company ("Declarant").

RECITALS:

WHEREAS, Declarant, concurrently herewith, has subdivided, developed and platted Waterford Creek South Plat 1 in the City of Urbandale, Dallas County, Iowa ("Waterford Creek South"), and is the owner of Lots 48 through 102, inclusive, and Outlot V, inclusive, in said Waterford Creek South (the "Lots" and "Outlots" respectively); and

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

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. **"Association"** shall mean the Waterford Creek South Owners Association, Inc., a non-profit corporation organized pursuant to Chapter 504, Revised, of the Code of Iowa, and its successors and assigns.

B. **"Board"** shall mean the Board of Directors of the Association duly elected in accordance with the Articles of Incorporation and Bylaws of the Association.

C. **"City"** shall mean the City of Urbandale, Iowa.

D. **"Declarant"** shall mean Waterford Creek, 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.

E. **"Lot"** shall mean and refer to Lots 48 through 102, inclusive, as shown on the recorded plat of Waterford Creek South.

F. **"Outlot"** shall mean and refer to Outlot V as shown on the recorded plat of Waterford Creek South.

G. **"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).

H. 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 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 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 Waterford Creek South.

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. All overnight street parking of any vehicle is strictly prohibited.

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 two 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 Waterford Creek South, 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 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.

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

D. No building or structure shall be constructed, altered or maintained on any Lot unless it has a driveway running from a street to the dwelling, which must be of sufficient area to park at least two cars entirely off the street right-of-way. All driveways shall be constructed of concrete surfacing.

E. All dwellings must be constructed with the minimum of a two-car attached or built-in basement garage. No detached garages are permitted.

F. The exterior of any dwelling, garage or outbuilding located on any Lot shall be finished in an earth tone conservative color design that will blend well with the abutting subdivisions. All siding must be a 50-year hard board (commonly referred to as "Hardie Plank", "James Hardie Siding" or "LP Smartside") or vinyl. Steel siding is not permitted.

In addition to the foregoing, all areas of exposed concrete, concrete block or tile foundations shall be either painted to blend with the exterior wall finishes, or covered with brick or stone veneer or the equivalent.

G. All roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade, with a minimum thirty-year (30) warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures.

H. All dwellings shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches as follows:

(1) One-story dwellings must have a minimum of 1,000 square feet of finished floor area directly under roof.

(2) One and one-half story dwellings must have a minimum of 1,300 square feet of finished floor area directly under roof.

(3) Two story dwellings must have a minimum of 1,500 square feet of finished floor area directly under roof.

I. Playhouses, utility buildings, storage sheds, pool houses or other similar structures are strictly prohibited.

J. Manufactured, non-permanent dog runs are allowed provided it is situated on a Lot so that it is no more than six (6) feet from the dwelling. A dog run cannot be enclosed with a fence.

IV. LANDSCAPING AND FENCES

A. All required landscaping shall be installed on each Lot prior to the issuance of a Certificate of Occupancy for a dwelling located thereon.

B. No fence shall be constructed on any Lot.

C. Building permits shall be obtained from the City for any fence or retaining wall constructed within any of the common areas which exceeds four feet (4') in height.

V. SATELLITE DISHES, ANTENNAS, POLES

A. Satellite dishes or parabolic devices in excess of twenty inches (20") in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dish or parabolic device shall be mounted on the rear elevation of the dwelling or garage, or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.

B. No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any Lot or on any dwelling, garage or other permitted structure. All antennae shall be concealed with the attic space of the dwelling or garage.

C. No light pole of any size or kind shall be constructed or situated on any Lot.

VI. MISCELLANEOUS RESTRICTIONS

A. No sign of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (i) street markers, traffic signs and other signs displayed by the City or other governmental units; (ii) signs which have been approved by the Declarant or its authorized agent not exceeding 144 square inches in area upon which there shall only be exhibited the street number or name, or both, of the resident; and (iii) a customary sign (one per Lot) advertising a dwelling for sale, not exceeding 1296 square inches in area. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the Lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those Lots and remove said signs. Real estate signs by the Declarant will be permitted until such development is completed. Declarant reserves the right to install entrance and directional signs with respect to Waterford Creek South, at locations and of design determined by the Declarant, and in a manner consistent with the ordinances of the City.

B. No trash receptacles, garbage cans or recycling bins shall be permitted to be placed outside a dwelling or garage except as is necessary for regular collection.

C. Only non-permanent, children's pools are allowed. No other type of pool is allowed.

D. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells or septic systems shall be permitted on any Lot.

E. The Association shall be responsible for removal of snow and ice from any mailbox cluster units located in Waterford Creek South which would obstruct access thereto by the mail carrier and other Owners.

VII. EASEMENTS

A. Certain perpetual easements are reserved as shown on the recorded plat of Waterford Creek South, and/or as may be granted to the City by the Declarant and filed of record in the Office of the County Recorder. The owner or occupant of a Lot shall, at their own expense, keep and preserve that portion of the easement within their Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.

B. Declarant hereby grants to the Association, for and on behalf of the Owners of all Lots within Waterford Creek South, the following permanent easements:

(1) An easement for the purpose of installing, maintaining, operating, repairing and replacing signage, other entrance features and landscaping in, on, over and under the common areas.

(2) A nonexclusive landscape buffer easement for the purpose of installing, maintaining, operating, repairing and replacing any landscaping features, irrigation system and electrical systems, if any, located, on, over and under the common areas.

(3) A private ingress/egress easement over, under and through Outlot V.

(4) A private water main and storm sewer easement over, under and through Outlot V.

(5) The easements granted in paragraphs B (1) through B (4) above shall be subject to the following conditions and/or restrictions:

(a) Any signs shall be for purposes of identifying the Waterford Creek South development, and shall conform to the ordinances, rules, and regulations of the City. If any irrigation system or lighting is installed by the Declarant within the easement areas, the charge for such service(s) shall be separately metered or otherwise separately billed by the utility entity furnishing such service(s), and charged to the Association.

(b) The Declarant shall install the initial signs and landscaping features within the easement areas, and the Association shall maintain, operate and replace all signs, entrance features, landscaping within the easement areas.

(c) Neither the Declarant nor the Association shall locate any such signage, entrance features, or landscaping in a manner to obstruct any vision triangles that overlap a portion of such easement areas, if any.

(d) The Owner of the Lot upon which an easement area is located shall not make any modifications or improvements to any such easement area without the consent of the Declarant or Association.

(e) No fence may be constructed within any of the easement areas without the prior written consent of the Declarant or the Association.

VIII. SIDEWALKS

The purchaser of a Lot shall, at the purchaser's expense, install public sidewalks in accordance with specifications of the City upon the date the dwelling is built upon the Lot.

IX. MAINTENANCE OF LOTS/OUTLOTS AND SURFACE WATER

A. The owner or person in possession of each Lot, whether vacant or improved, shall keep the same well maintained, groomed and mowed, free of uncut weeds, rubbish, garbage and debris. Damaged or dead trees and shrubbery will be trimmed out or removed. Failing this, the Owner agrees that upon receipt of written notice from the Declarant to mow or cut such vegetation, trim or remove damaged trees or shrubbery, and/or remove such debris within ten (10) days, the Owner will be subject to a combination of remedies recognized at law or equity.

B. Vegetation in conservancy easements, flowage easements, creek channels, drainage ways and/or timbered areas shall not become overgrown with weeds, but may be planted in ground-cover species appropriate to the topography and land form.

C. The topography of Waterford Creek South is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to such easements as may exist for the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time, and all Owners shall have such rights and obligations with respect thereto as may be provided by such law.

ARTICLE X. WATERFORD CREEK SOUTH OWNERS ASSOCIATION

A. Duties of the Association. The Association, through its Board of Directors, shall have the right, power and authority to:

(1) provide for the enforcement of this Declaration;

(2) perform all maintenance, repair, reconstruction, restoration, and replacement of the improvements made by the Declarant within the easement areas pursuant to Article VII or any other common area owned or controlled by the Association, including but not limited to Outlot V, and including all private streets and water lines located thereon;

(3) perform all maintenance, repair, reconstruction, restoration, and replacement of any storm water detention areas owned or controlled by the Association, including all drainage tiles or other improvements located therein;

(4) perform all maintenance, repair, reconstruction, restoration and replacement of any retaining walls and fencing located in common areas, including perimeter fences, owned or controlled by the Association;

(5) levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided;

(6) participate in the private fire hydrant maintenance program available through Urbandale Water Utility; and

(7) enter into contracts, including contracts for insurance, as may be necessary or desirable to carry out the provisions of this Declaration.

B. Membership and Voting Rights.

(1) Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to the ownership of a Lot and shall be indivisible from such ownership. Ownership of a Lot shall be the sole qualification for membership.

(2) 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 WATERFORD CREEK SOUTH 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.

(3) The Association shall suspend the voting rights of a member for a period during which any assessment against said member's Lot remains unpaid.

C. Board of Directors. The Board of Directors shall manage the affairs of the Association. The members of the Association entitled to vote shall elect the Board of Directors of the Association as prescribed by the Association's Bylaws.

D. Assessments.

(1) Each Owner of a 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 assessments as provided in this Declaration. The assessments levied by the Association and any other charges against the Owner of a Lot set forth elsewhere in this Declaration, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or charge is made senior to all liens except the first mortgage of record, any ad valorem taxes, and any special assessments levied by the City. Such assessment or charge, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment or charge fell due. The personal obligation for delinquent

assessments or charges shall not pass to said Owner's successor in title unless expressly assumed by them.

(2) The assessments levied by the Association shall be used exclusively to carry out the duties of the Association as set forth above or elsewhere herein, including, but not limited to, payment of legal liabilities or obligations of the Association and all fees, costs, expenses and attorney fees in connection therewith.

(3) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment to an Owner shall be $120.00. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than forty percent (40%) above the assessment rate for the previous year without a vote of the membership of the Association. Furthermore, as long as the Declarant owns any Lot, at closing on any sale or transfer of Declarant's Lots, the Declarant, in its sole discretion, may collect from the prospective Owner an amount at least equal to two years of the annual general assessment charge set forth in this subsection for each Lot. Once all the Lots have been sold by the Declarant, then the Association shall collect these funds.

(4) In addition to assessments above, the Association may levy a special assessment if necessary to finance or perform any of its stated duties under this Declaration, provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose.

(5) Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 3 and 4 above, shall be sent to all members not less than five (5) days no more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(6) The general annual assessment provided for in paragraph 3 above, shall commence as to each respective Lot on the first day of the month following the conveyance by the Declarant of a Lot, and shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of such general annual assessments at least thirty (30) days in advance of each annual assessment period. Written notice of such assessments shall be sent to every member of the Association subject thereto. The due dates shall be established by the Board of Directors of the Association, and the general annual assessments may be collected in equal annual, semi-annual, quarterly, or monthly installments at the discretion of the Board of Directors.

NOTWITHSTANDING ANYTHING IN THIS DECLARATION TO THE CONTRARY, LOTS OWNED BY THE DECLARANT THAT DO NOT HAVE A COMPLETED DWELLING CONSTRUCTED THEREON SHALL BE EXEMPT FROM THE ASSESSMENTS DESCRIBED HEREIN.

(7) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided, unless the assessment by its own terms provides for payment in monthly, quarterly or semi-annual installments, in which case each such payment shall be due as stated in such notice. From and after the date when said payment is due, it shall bear interest at the rate of twenty percent (20%) per annum or at the highest rate allowed by Iowa law, whichever is higher, until paid. Such payment and interest shall constitute a lien upon the Lot, and said lien shall continue in full force and effect until the assessment is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Board may, in addition, execute and acknowledge with respect to any Lot and cause same to be recorded in the Recorder's Office for Dallas County, Iowa, and the Board may, upon payment, cancel or release any assessable property from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at expense of the Owner of the property affected) a release of such assessment with respect to any Lot affected. Notwithstanding any other provision herein, the Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the Lot in the manner provided for foreclosure of a mortgage, or both, there shall be added to the amount of such assessment, the cost of preparation, and filing the petition in such action including reasonable attorney's fees.

(8) If any Lot subject to a lien created by this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by 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 the liens for assessments, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of the 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. Such assessments shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of the lien of such assessments. All such assessments shall be deemed to be an expense of the Association, and the Association shall have the right to collect said sums from the defaulting Owner personally.

(9) The Association shall, upon request, and for a reasonable charge, furnish a statement signed by an authorized representative of the Association setting forth whether the assessments owing by a member have been paid. A properly executed statement of the Association as to the status of assessments is binding upon the Association as of the date of its issuance.

(10) **In addition to the general and special assessments authorized above in subsections (3) and (4), the Association shall collect from every Owner an additional $20.00**

monthly assessment as a private street maintenance reserve fee ("Street Assessment") for the future maintenance, repair and replacement of Outlot V. Said Street Assessment shall be deposited into a separate street reserve account in the name of the Association ("Street Reserve Account") along with a one-time $20,000.00 deposit to be made to the same account by the Declarant. The funds held in the Street Reserve Account shall only be used to pay for any maintenance, repair or replacement of Outlot V and for no other purpose whatsoever. Declarant shall be strictly prohibited from withdrawing, paying, removing or disbursing any Street Reserve Account funds for any reason while it is the Sole Voting Member of the Association without the written consent of the City. The Association shall provide the City of Urbandale with an annual accounting of the Street Reserve Account no later than February 28th of each calendar year showing the following: (i) account balance; and (ii) proof of Street Assessment deposits; and (iii) list of any expenses paid from Street Reserve Account. The Association shall be responsible for providing the City with the annual report until such time as the City notifies the Association, in writing, the annual report is no longer required. This provision may not be amended without the written consent of the City.

XI. EXECUTIVE COMMITTEE

A. Establishment/Function

The Declarant's Executive Committee (the "Executive Committee") is hereby established. The Executive Committee shall consist of the Manager or Managers of the Declarant or the designee (s) of such Manager or Managers. The functions of the Committee shall be to interpret and apply these Covenants, Conditions, Easements and Restrictions and to review building and landscaping plans as described below in Article XII during the time that property is being developed. These Covenants, Conditions, Easements and Restrictions may also be enforced by the Homeowners' Association or any affected Lot Owner.

B. Meetings, Quorum and Vote

The Executive Committee shall meet at a reasonably convenient time and place within ten (10) days after receiving the request of any interested party. One-half of the members of the Committee shall constitute a quorum. A majority vote of the Executive Committee members present (assuming a quorum present) shall be sufficient for Committee action and decision.

C. Election of Replacement Committee

If the Executive Committee should be discontinued, regarding the property, Declarant shall designate a successor entity to carry out the duties of the Executive Committee, but only with respect to the property described in this Declaration.

D. Executive Committee Procedure

(1) Design review by the Executive Committee is intended to protect and enhance the distinctive character and natural attractiveness of the Waterford Creek South area. All buildings, structures or appurtenances thereto, including landscaping, to be erected, constructed, established, altered or enlarged within the property must be reviewed and approved by the Executive Committee as described below in Article XII.

(2) The Executive Committee shall consider and approve or disapprove the materials required to be submitted pursuant to these Covenants, Conditions, Easements and Restrictions.

(3) Prior to change of any building's exterior character by remodeling or alteration, the Owner, or his or her designated agent, shall secure the written approval of the Executive Committee.

XII. REVIEW AND APPROVAL OF PLANS

A. Plans and Specifications to be Submitted for Approval.

(1) Final site plan documents drawn to scale outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:

(a) Property legal description with scale and arrow on plan showing North;

(b) Building locations including setback dimensions;

(c) Driveways and sidewalks;

(d) Special features, such as fencing, lighting, underground utilities and mechanical equipment;

(e) Contour lines or slope of draining;

(f) Landscaping plan, submitted prior to installations;

(g) Size, height, type and color of any sign; and

(h) Parking areas, points of access, as well as any easements for access and means of screening;

(i) Any other document requested by the Executive Committee.

(2) Final building plans and specifications outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:

(a) Floor plans, exterior elevations and sections;

(b) Square footage of buildings;

(c) Exterior colors and material samples for exposed exterior materials; and

(d) Perspective rendering or photo, if available;

(e) Any other document requested by the Executive Committee.

XIII. COVENANT ENFORCEMENT/GENERAL PROVISIONS

A. Penalties

In addition to the remedies described below in Paragraph B or elsewhere in this Declaration, the Association is hereby authorized to levy against any Lot in violation of this Declaration of Covenants, Conditions, Easements and Restrictions an assessment penalty not to exceed $100 for each day a violation of this Declaration continues beyond thirty (30) days after notice of a violation has been given by the Association to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing in by personal service. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Association shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Dallas County, Iowa. If the Owner has not fully complied with the terms of this Declaration within thirty (30) days after receiving notice, or thirty (30) days after second publication of notice, the Association shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Association. Any Lot Owner objecting to the notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Association Board of Directors. Assessment of the penalty shall be stayed pending a hearing and final decision by the Association Board of Directors.

B. Specific Enforcement of Restrictions

All Owners of Lot covenant and agree, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and that this Declaration may be specifically enforced by Declarant, the City, the Board, or an adversely affected Lot Owner.

C. Attorneys Fees

In the event it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration shall be the obligation of the Owner of the Lot which is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration.

D. Covenants Binding and Running with The Land.

Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant, the Association, and the Owners of each Lot, and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

It is the intent that, notwithstanding anything in the Code of Iowa to the contrary, all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be covenants running with the land for the full period specified in this Declaration without further action by either Declarant, the Association, or any Owner of any Lot in Waterford Creek South. However, in the event that Section 614.24 of the Code Iowa, as the same may be amended or replaced, may require that a verified claim be filed in the Office of the Recorder for Dallas County, Iowa prior to the twenty-first anniversary of the date of this Declaration or the twenty-first anniversary of the last filing of such verified claim in order to continue all or some of the covenants of this Declaration, including, but not limited to, any covenant, term, provision or restriction that is or may be considered a use restriction, reversion or right of reverter, in effect throughout the applicable periods specified in this Declaration, then:

(1) the Association, or any or all of the Owners of the Lots, acting jointly or severally, shall file all verified claims necessary to keep all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration;

(2) a verified claim filed by the Association or any Owner of a Lot in Waterford Creek South shall be valid and binding upon the Association and all the then Owners of Lots in Waterford Creek South, and their successors and assigns, with the same effect as if executed by all such persons, and in order to facilitate filing of any verified claim required to so continue all or any of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration in full force and effect, the Association and each Owner of a Lot is hereby irrevocably appointed the attorney-in-fact for all of the other Interested Parties for the purpose of filing any such verified claim.

E. Duration.

Any easements granted in or pursuant to this Declaration, and any other provisions of this Declaration to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for the payment of costs associated therewith, shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration.

Except as provided in the preceding paragraphs of this Article, the covenants, conditions, restrictions and easements in this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-one years after the date they are recorded in the Dallas County Recorder's Office, unless sooner modified or terminated as provided in paragraph D of this Article.

F. Amendment of This Declaration

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 or 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.

G. Severability

In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

H. Captions

The captions of the articles, sections and any paragraphs, of this Declaration, or the lack thereof, are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

ARTICLE XIV. ANNEXATION AND REMOVAL OF LAND

A. Additional Common Area

Declarant shall have the 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.

ARTICLE XV. MASTER ASSOCIATION

Every Owner of a Lot shall be a Member of Waterford Creek South Master Owners Association, Inc. (the "Master Association") and shall be subject to assessments made by the Master Association pursuant to the Master Declaration of Covenants, Conditions, Easements and Restrictions for Waterford Creek South filed of record in Dallas County, Iowa.

Dated this 1 day of November, 2018.

WATERFORD CREEK, L.L.C., DECLARANT

By: _____
John W. Larson, Manager

STATE OF IOWA)
) ss:
COUNTY OF Dallas)

This instrument was acknowledged before me on this 1 day of November, 2018, by John W. Larson, Manager of Waterford Creek, L.L.C.

SAMANTHA SWEET
Commission Number 780642
My Commission Expires
October 1, 2019

Samantha Sweet
Notary Public in and for the State of Iowa

Doc ID: 007637470006 Type: AGR
Recorded: 11/19/2018 at 02:38:25 PM
Fee Amt: $32.00 Page 1 of 6
Dallas County Iowa
Chad C. Airhart RECORDER
File#
BK 2018 PG 21734

Preparer Information:	Lisa R. Wilson	475 Alice's Road, Suite A	Waukee, IA 50263	(515) 369-2502
	Name	**Street Address**	**City, State, Zip**	**Area Code-Phone**
Return to:	City of Urbandale	3600 86th Street	Urbandale, IA 50322	(515) 278-3935
	Name	**Street Address**	**City, State, Zip**	**Area Code-Phone**

STORM WATER FACILITY MANAGEMENT AND MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT

This Storm Water Facility Management and Maintenance Covenant and Permanent Easement Agreement (herein "Agreement") is entered into between Waterford Creek, L.L.C., an Iowa limited liability company (the "Grantor") and the City of Urbandale, Iowa (the "City"), in consideration for the City's approval of the subdivision plat to be known as Waterford Creek South Plat 1. The Grantor and City enter into this Agreement to control and address storm water runoff from and for the following described property:

Lots 1 through 157, inclusive, and Outlots V, W, X and Y, in Waterford Creek South Plat 1, an Official Plat now included in and forming a part of the City of Urbandale, Dallas County, Iowa; (the "Benefited Property")

PART 1– COVENANTS ON THE BENEFITED PROPERTY

The following provisions shall be covenants running with the land to the City, binding on Grantor and all successors and assigns of the Benefited Property. This Agreement shall not be amended or released except with the written permission of the City.

A. Grantor hereby agrees that the storm water runoff for the Benefited Property shall be controlled through installation, construction and maintenance of a storm water detention basin (the "Storm Water Management Facility") upon, over, under, through and across a drainage basin easement located in Waterford Creek South Plat 1 and that is more particularly described as follows:

Outlots X and Y in Waterford Creek South Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa,

(the "Easement Area").

B. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall comply with all of the storm water runoff control requirements of Chapter 55: Post-Construction Stormwater Management of the Municipal Code of the City.

C. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of Section 55.03 of the Municipal Code of the City. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City, Grantor has created the Waterford Creek South Master Owners Association, Inc. (the "Association") organized pursuant to Chapter 504 of the Code of Iowa. Grantor and every owner of any portion of the Benefited Property hereby consents and agrees to be a member of the Association pursuant to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.

D. It is hereby agreed that Grantor shall be solely responsible for constructing, installing and ensuring the Storm Water Management Facility meets the standards set forth in Section 55.03 of the Municipal Code of the City. Grantor's obligations under this Agreement shall not be transferred to the Association or any other successor or assign until the City notifies Grantor in writing that the Storm Water Management Facility has been completed in accordance with the requirements of Section 55.03. Upon receipt of such notification, Grantor may transfer all obligations for the Storm Water Maintenance Facility to the Association.

E. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Association is designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. It is further covenanted and agreed that the Association shall not be dissolved, discontinued or any obligations transferred or assigned without the written consent of the City.

F. Grantor hereby covenants and agrees that the Association is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for the Association and all owners of any portion of the Benefited Property as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.

G. The Association shall be responsible for maintenance, repair and replacement of the Storm Water Management Facility. Should any owner of a portion of the Benefited Property do anything in conflict with or in violation of this Agreement, the Association shall be responsible for the correction and mitigation of such

conflict or violation to ensure proper operation and function of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.

H. The Association shall inspect the Storm Water Management Facility on an annual basis. The inspection shall include inspecting the Storm Water Management Facility, including but not limited to all pipes, inlets and outlets, for defects, for any obstructions, for any changes in the Storm Water Management Facility from the original design of the facility. The inspection shall be documented with a written report. Any deficiencies or defects noted by the inspection shall be corrected by the Association. The inspection report shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.

I. Should the Association fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each lot or individual parcel that is part of Benefited Property pursuant to the formula set forth below:

1/157th of the total amount shall be assessed against each Lot.

The assessments shall be assessed against each of said lots or parcels that are part of the Benefited Property and shall be a lien on each of said lots or parcels in Benefited Property and placed on the tax bill and collected as ordinary tax.

J. Grantor hereby agrees and consents on behalf of itself, the Association, and all successors and assigns of any and all parts of the Benefited Property, to the assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on any and all portions of the Benefited Property pursuant to and in accordance with the formula set forth in Paragraph I above, and further waives any right to appeal such assessment excepting the corrections of any errors in the calculation of the reasonable and necessary costs incurred by the City to restore the Storm Water Management Facility to substantial compliance with Section 55.03, and any error in the allocation of such costs against any portion of the Benefited Property in accordance with the formula identified above.

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY

A. Grantor hereby grants the Association and the City a Permanent Storm Water Management Facility Easement under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.

B. The Association shall at all times maintain the Easement Area and the Storm Water

Management Facility in the manner as set forth below. The Grantor and all subsequent property owners of any and all portions of the Easement Area shall maintain the Easement Area in its entirety in such manner as to comply and conform with maintenance requirements of the Association, and hereby grant to the Association full access and rights to perform the required maintenance and all other obligations. The maintenance obligations for the Storm Water Management Facility shall be as follows:

1. Mow the Easement Area on a regular basis to maintain all vegetation at the height designated on the original design, and maintain cover on all portions of the Easement Area to prevent erosion, or cause individual owners of portions of the Easement Area to do so;

2. Remove all trash, litter, debris or obstructions in the Easement Area and from any inlets or outlets located within the Easement Area, or cause individual owners of portions of the Easement Area to do so;

3. On a monthly basis during the growing season, plant, maintain and replant as necessary permitted vegetation, or cause individual owners of portions of the Easement Area to do so;

4. Conduct quarterly inspections for any defects, obstructions, or any changes from the original design;

5. Inspect and determine the depth of the basin on an annual basis;

6. Remove any accumulated sediment from the outlet structures annually, and completely remove any sediment that has accumulated within Easement Area when it has reached a depth of 25% or more of the original design depth of the Storm Water Management Facility at any point, and restore such original design depth in its entirety;

7. All maintenance, restoration, and repairs shall conform to the original design of the Storm Water Management Facility;

8. Maintain the Storm Water Management Facility to ensure that storm water runoff from the Benefited Property is properly managed and controlled on a continual basis.

C. No chemicals or any substance shall be applied to the Storm Water Management Facility that may harm or impair the effectiveness of the Storm Water Management Facility.

D. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.

E. No structure, vehicle, material, device, thing or matter which could possibly obstruct or impede any flow of water over the surface of the Easement Area shall be erected or caused to be placed in or on the Easement Area, whether temporary or permanent, without obtaining the prior written approval of the City Engineer.

F. The Association, the City and their agents, contractors, employees and assigns shall have full rights of access to the Easement Area and shall have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected on the Easement Area and the rights to do maintenance, repair, reconstruction, grading and dredging.

G. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement shall be deemed to run with the land and shall be binding on Grantor and Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds the Benefited Property by title in fee simple; that Grantor has good and lawful authority to convey the same; and Grantor hereby covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate.

Signed this 1 day of November, 2018.

Waterford Creek, L.L.C.

By: John W. Larson, Manager

STATE OF IOWA, COUNTY OF Dallas, ss

This instrument was acknowledged before me on this 1 day of November, 2018, by John W. Larson, Manager of Waterford Creek, L.L.C.

SAMANTHA SWEET
Commission Number 780642
My Commission Expires
October 1, 2019

Samantha Sweet
Notary Public in and for the State of Iowa

Doc ID: 007637520006 Type: EASE
Recorded: 11/19/2018 at 02:39:46 PM
Fee Amt: $32.00 Page 1 of 6
Dallas County Iowa
Chad C. Airhart RECORDER
File#
BK 2018 PG 21739

Preparer Information	Name	Street Address	City, State, Zip	Area Code-Phone
	Kristi A. Bales	City of Urbandale	3600 86th Street Urbandale, IA 50322	(515) 278-3935
When Recorded Return to:				
	Kristi A. Bales	City of Urbandale	3600 86th Street Urbandale, IA 50322	(515) 278-3935

EASEMENT FOR SURFACE WATER FLOWAGE

KNOW ALL PERSONS BY THESE PRESENTS:

That Waterford Creek LLC (hereafter called "Grantor") in consideration of the sum of One Dollar ($1.00) to be paid by the City of Urbandale, the receipt of which is hereby acknowledged by the Grantor, do hereby sell, grant, and convey unto the CITY OF URBANDALE, IOWA, a municipal corporation, (hereafter called "City"), a perpetual Easement for Surface Water Flowage under, over, through, and across (hereafter the "Easement") the following described real estate:

ALL OF OUTLOT 'X' AND OUTLOT 'Y', WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

A PART OF OUTLOT 'W', WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 122, SAID WATERFORD CREEK SOUTH PLAT 1; THENCE SOUTH 00°30'26" EAST ALONG THE WEST LINE OF LOTS 115 THROUGH 122, SAID WATERFORD CREEK SOUTH PLAT 1, 230.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 115; THENCE SOUTH 21°53'54" WEST, 24.95 FEET TO THE NORTHWEST CORNER OF LOT 114, SAID WATERFORD CREEK SOUTH PLAT 1; THENCE SOUTH 10°52'25" EAST ALONG THE WESTERLY LINE OF LOTS 111 THROUGH 114, SAID WATERFORD CREEK SOUTH PLAT 1, A DISTANCE OF 114.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 111; THENCE SOUTH 47°34'33" EAST, 66.37 FEET TO THE SOUTHWEST CORNER OF LOT 110, SAID WATERFORD CREEK SOUTH PLAT 1; THENCE SOUTH 01°02'46" EAST, 16.52 FEET; THENCE SOUTH 88°57'14" WEST, 283.45

FEET TO THE WEST LINE OF SAID OUTLOT 'W'; THENCE NORTH 27°25'46" EAST ALONG THE WESTERLY LINE OF SAID OUTLOT 'W', 340.54 FEET; THENCE NORTH 13°13'51" EAST CONTINUING ALONG SAID WESTERLY LINE, 140.29 FEET; THENCE SOUTH 76°46'09" EAST, 31.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.19 ACRES (51,988 SQUARE FEET).

AND

THE EAST 30.00 FEET OF LOTS 3 AND 4, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

THE EAST 25.00 FEET OF LOTS 5 THROUGH 7 AND 14, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

THE EAST 30.00 FEET OF LOT 8 EXCEPT THE SOUTH 50.00 FEET THEREOF, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

THE NORTHERLY 10.00 FEET OF THE SOUTHERLY 60.00 FEET OF LOTS 8 AND 9 AND THAT PART EXTENDING WESTERLY TO THE WEST LINE OF LOT 10, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

THE EAST 20.00 FEET OF LOT 15, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

THE EAST 10.00 FEET OF LOTS 16 THROUGH 19, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

THE WEST 10.00 FEET OF LOTS 20 THROUGH 24, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

THE WEST 15.00 FEET OF LOT 25, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

THE WEST 5.00 FEET OF LOT 49, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

THE SOUTHERLY 15.00 FEET OF LOTS 1, 2, 12, AND 13, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

THE NORTHERLY 15.00 FEET OF LOT 40, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

THE SOUTHERLY 10.00 FEET OF LOTS 58 THROUGH 67 AND 96 THROUGH 102, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

THE EAST 5.00 FEET OF LOTS 48 AND 58, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

AND

A PART OF LOT 41, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 15.00-FOOT-WIDE EASEMENT BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 41; THENCE SOUTH 29°17'26" WEST ALONG THE WEST LINE OF SAID LOT 41, A DISTANCE OF 9.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 52°19'41" EAST, 70.76 FEET TO THE EAST LINE OF SAID LOT 41 AND THE POINT OF TERMINUS AND CONTAINING 0.02 ACRES (1,061 SQUARE FEET). THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE LOT LINE(S) AT THE POINT

OF BEGINNING AND POINT OF TERMINUS.

AND

A PART OF LOTS 42 THROUGH 44, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 30.00-FOOT-WIDE EASEMENT BEING 15.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 42; THENCE SOUTH 29°17'26" WEST ALONG THE WEST LINE OF SAID LOT 42, A DISTANCE OF 61.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80°54'40" EAST, 135.35 FEET; THENCE NORTH 77°38'32" EAST, 43.10 FEET; THENCE SOUTH 60°42'34" EAST, 50.77 FEET TO THE EAST LINE OF SAID LOT 44 AND THE POINT OF TERMINUS AND CONTAINING 0.16 ACRES (6,877 SQUARE FEET). THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE LOT LINE(S) AT THE POINT OF BEGINNING AND POINT OF TERMINUS.

AND

A PART OF LOT 39, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 39; THENCE SOUTH 14°36'19" EAST ALONG THE EAST LINE OF SAID LOT 39, A DISTANCE OF 0.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14°36'19" EAST CONTINUING ALONG SAID EAST LINE 14.51 FEET; THENCE SOUTH 88°52'37" WEST, 14.28 FEET; THENCE NORTH 36°33'44" EAST, 17.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 101 SQUARE FEET.

AND

THE SOUTHERLY 10.00 FEET OF LOTS 33 THROUGH 36 MEASURED PARALLEL AND COINCIDENT WITH THE NORTHERLY LINE OF LOTS 29 THROUGH 32, WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA.

(hereafter the "Easement Area") for the purposes of the City grading, improving and maintaining the surface of said Easement Area in a manner that will permit the free and unobstructed flow of surface water over and across the Easement Area.

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any structure, building or fence over or within the Easement Area without obtaining the

prior written approval of the City Engineer.

2. OBSTRUCTIONS PROHIBITED. Grantor shall not erect or cause to be placed on the easement area any structure, material, device, thing or matter, or plant or permit to grow any hedge or other vegetative growth that could obstruct, impede, or otherwise interfere with the flow of surface water over and across the Easement Area without obtaining the prior written approval of the City Engineer.

3. MAINTENANCE OF EASEMENT. The owner or occupant of the Lot shall keep and preserve that portion of the easement within his or her property in good repair and condition at all times, and shall remove all dead or living trees, shrubs, or brush, and trash or other debris, which might obstruct or impede the flow of water across the surface of said easement.

4. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

5. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area and the right to improve, repair, and maintain the Easement Area in whatever manner necessary to provide adequate and proper drainage and to protect the public health, safety, and general welfare.

6. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall benefit the City and shall be binding on Grantor and on Grantor's successors and assigns.

7. PROPERTY TO BE RESTORED. Upon completion of any construction, reconstruction, repair, enlargement or maintenance on any drainageway, the City shall restore the Easement Area in good and workmanlike manner, including restoration of lawns by sodding or seeding.

Grantor does HEREBY COVENANT with the City that Grantor holds said real estate described in this Easement Area by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to WARRANT AND DEFEND the said Easement Area against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 5 day of November, 2018.

Grantor: Waterford Creek, LLC

By: John W. Larson, Manager

STATE OF IOWA, COUNTY OF Dallas

This record was acknowledged before me on 5 day of November, 2018 by John W. Larson, Manager of Waterford Creek, LLC.

Notary Public in and for the State of Iowa

My Commission Expires: 8/5/2021

CHARLOTTE D SLOAN
Commission Number 791340
My Commission Expires
August 5, 2021

Doc ID: 007637530002 Type: EASE
Recorded: 11/19/2018 at 02:40:03 PM
Fee Amt: $12.00 Page 1 of 2
Dallas County Iowa
Chad C. Airhart RECORDER
File#
BK 2018 PG 21740

Preparer Information	Name	Street Address	City, State, Zip	Area Code-Phone
	Kristi A. Bales	City of Urbandale	3600 86th Street Urbandale, IA 50322	(515) 278-3935
When Recorded Return to:				
	Kristi A. Bales	City of Urbandale	3600 86th Street Urbandale, IA 50322	(515) 278-3935

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Waterford Creek, LLC (hereinafter called "Grantor") in consideration of the sum of One Dollar ($1.00) to be paid by the City of Urbandale, the receipt of which is hereby acknowledged by the Grantor, do hereby sell, grant, and convey unto the CITY OF URBANDALE (hereinafter called "City"), a Temporary Easement for construction purposes over, through, and across the following described real estate:

A PART OF LOTS 8 THROUGH 10, 19 THROUGH 20, 80 THROUGH 88, OUTLOT 'W', AND OUTLOT 'Z', WATERFORD CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF URBANDALE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 40.00 FEET OF WATERFORD CREEK SOUTH PLAT 1 EXCEPT THAT PART WITHIN STREET LOT 'A' AND THAT PART WITHIN STREET LOT 'D'.

The above-described easement area is granted for the purposes of grading, storage of materials, and other activities related to the construction of the widening and reconstruction of Waterford Road and necessary appurtenances thereto along with grading of the easement area, and to permit the City and its contractors, agents, and assigns to enter upon and into said easement area and to use as much of the surface and subsurface thereof as necessary to construct said improvements in an easement or right-of-way located adjacent to this easement.

After completion of the construction the City shall restore the surface of the easement area by seeding or sodding, and shall replace drives, fences, and similar improvements

to in a manner that returns the easement area to a condition that is reasonably similar to as its condition prior to the construction and use thereof. This Temporary Easement shall expire upon completion and acceptance of the work by the City.

The Grantor does hereby covenant with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 5 day of November, 2018.

Grantor: Waterford Creek, LLC

By: John W. Larson, Manager

STATE OF IOWA, COUNTY OF Dallas

This record was acknowledged before me on 5 day of November, 2018 by John W. Larson, Manager of Waterford Creek, LLC.

Notary Public in and for the State of Iowa

CHARLOTTE D SLOAN
Commission Number 791340
My Commission Expires
August 5, 2021

My Commission Expires: 8/5/2021

BK: 2019 PG: 20335
Recorded: 10/28/2019 at 8:13:00.0 AM
County Recording Fee: $12.00
Iowa E-Filing Fee: $3.00
Combined Fee: $15.00
Revenue Tax:
Chad C. Airhart Recorder
Dallas County, Iowa

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WATERFORD CREEK SOUTH

Preparer Information:
Lisa R. Wilson
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:
Waterford Creek, L.L.C.

Grantee:
N/A

Legal Description:
Lots One (1) through Forty-seven (47), inclusive, in Waterford Creek South Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

Document or instrument number of previously recorded documents:
Book 2018, Page 21715

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WATERFORD CREEK SOUTH

THIS AMENDMENT TO DECLARATION is made this 25th day of October, 2019.

WHEREAS, a Declaration of Covenants, Conditions, Easements and Restrictions for Waterford Creek South was executed on November 1, 2018, by Waterford Creek, L.L.C., an Iowa limited liability company ("Declarant") and filed of record in Dallas County, Iowa, on November 19, 2018, in Book 2018, Page 21715 ("Declaration").

WHEREAS, the undersigned Declarant, pursuant to rights granted under Article XII(F) of the Declaration as filed, being the owner of a lot in Waterford Creek South, has elected to amend the Declaration as filed in accordance with the terms hereafter.

NOW, THEREFORE, the undersigned Declarant does hereby modify the Declaration as follows:

1. Article III(I) shall be deleted in its entirety and replaced with the following:

I. Playhouses, utility buildings, storage sheds, pool houses or other similar structures shall be permitted; provided that the exterior and the roof of any such structure shall be constructed of the same material, have the same color and appearance as the residential dwelling on the same Lot and are located only in rear yards. No such structure shall be located closer than three feet (3') from any Lot line, unless the Declarant has specifically approved the structure and location.

2. In all other respects, the Declaration shall remain unaffected and be enforceable as filed.

The undersigned represents and warrants as the Declarant that it is the fee titleholder of at least one lot within said plat at this time.

Dated on this day and year first written above.

WATERFORD CREEK, L.L.C., an Iowa limited liability company, Declarant

By: _____
John W. Larson, Manager

STATE OF IOWA)
) ss
COUNTY OF Dallas)

This record was acknowledged before me on this 25 day of October, 2019, by John W. Larson, Manager of Waterford Creek, L.L.C.

SAMANTHA SWEET
Commission Number 780642
My Commission Expires
10-19-22

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Notary Public in and for the State of Iowa