

**DECLARATION
OF
COVENANTS
FOR
COUNTRY CLUB WEST**

THIS DECLARATION, made on the date hereinafter set forth by Iowa Realty Co., Inc., an Iowa corporation, with its principal office in Polk County, Iowa, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as the "Properties") situated in Dallas County, Iowa, which is described on Exhibit "A" attached hereto and which is described as:

Lots 1 through 73, inclusive, and Outlots A and B, all in
COUNTRY CLUB WEST PLAT 3, an Official Plat,
City of Clive, Dallas County, Iowa,

WHEREAS, Declarant desires to create upon the Properties a community with open spaces and other common facilities for the benefit of the owners therein; and

WHEREAS, Declarant desires to provide for the ownership, preservation of values and amenities in the Properties and for the maintenance of the common facilities and common areas, and to this end, desires to subject the Properties, to the covenants, restrictions, easement, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Properties and each owner thereof.

NOW THEREFORE, in consideration of the approval of the Preliminary Plat and Final Plat of Country Club West Plat 3 by the City and for other good and valuable consideration, Declarant hereby declares that all the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants,

and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Properties and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to COUNTRY CLUB WEST OWNERS ASSOCIATION, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa 1991, as amended. The Articles of Incorporation for the Association have been executed by the incorporator thereof on the same date as this Declaration has been executed. The Articles of Incorporation and initial Bylaws for the Association are hereby incorporated by this reference.

Section 2. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 3. "City" shall mean and refer to the City of Clive, Iowa.

Section 4. "Common Areas" shall mean all real property (including the improvements thereto) owned and maintained by the Association for the common use and enjoyment of the Owners and shall also include the Common Facilities as hereinafter defined. Common areas shall include additional real property conveyed to the Association from time to time in the future by the Declarant.

Section 5. "Common Facilities" shall mean and refer to all personal property, fixtures and improvements owned by the Association including those located on real property not owned by the Association such as on property conveyed to the City for which a license was granted.

Section 6. "Declarant" shall mean and refer to Iowa Realty Co., Inc., its successors and assigns.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants to which the Properties are subject and all amendments thereto, including without limitation any Supplemental Declaration submitting additional Properties as provided for herein.

Section 8. "Lot" shall mean and refer to any and all lots contained in any plat or replats of the Properties or any portion thereof made and recorded in accordance with the statutes of the State of Iowa.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration, the Articles of Incorporation and Bylaws of the Association.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any part of the Properties, including contract vendees, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision or operation of law.

Section 11. "Properties" shall mean and refer to that certain real property described above but shall exclude and not refer to any portion thereof conveyed, dedicated or granted to the City now or in the future. "Properties" shall include the Additional Properties added by Declarant pursuant to this Declaration.

ARTICLE II

COMMON AREAS

Section 1. Common Areas. The Common Areas shall consist of the following-described portion of the Properties, together with any improvements thereon, subject to any and all utilities located thereon, easements and restrictions:

Outlot A and Outlot B in COUNTRY CLUB WEST
PLAT 3, an Official Plat, Clive, Dallas County, Iowa

together with such additional common areas conveyed by Declarant to the Association from time to time. The Common Areas shall also include Common Facilities including those located on property not owned by the Association. As used in this Declaration, the term Common Areas shall include and refer to Common Facilities and the term Common Facilities shall include and refer to Common Areas.

Section 2. Obligations of the Association. The Association shall be the owner of the Common Areas, and, subject to the rights of the Owners as set forth in the Declaration, shall be responsible for the management and control of the Common Areas conveyed to it and all improvements thereon, 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 Association specifically agrees that it shall be responsible for the management, control and maintenance of any storm water detention facility located on or under the Common Areas. The Association's obligations under this Section are for the exclusive benefit of the Owners and the City.

Section 3. Owners' Easements 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 (and subject to any reasonable and nondiscriminatory rules and regulations which may be enacted by the Association) which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of the Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations; and

(b) the right of the Association, subject to the City approval, to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or

utility for such purposes and upon such conditions as may be agreed to by the Members; provided no such dedication or transfer shall be effective unless an approval of such dedication or transfer has been obtained from two-thirds of the votes of members entitled to vote at a regular or special meeting of the Association; and

(c) the right of the Declarant, its successors and assigns to designate, establish, grant, dedicate, install and/or maintain utility and drainage easements within the Common Areas; and

(d) the right of the Declarant to maintain within any House owned by Declarant, a sales office, together with access, ingress, and egress to and from said House over the Common Areas for Declarant and Declarant's invitees in conjunction with its business operated from said sales office subject to the ordinances of the City; and

(e) the right of Declarant to provide in the Common Areas, landscaping, outdoor furniture and recreational equipment, signs, decorative structures and necessary appurtenant utilities consistent with the ordinances of the City; and

(f) the Rules and Regulations promulgated and published by the Association's Board of Directors, the Articles of Incorporation and Bylaws, and those accompanying this Declaration; and

(g) the right of the Association to mortgage any or all of the Common Areas with the assent of two-thirds (2/3) of the votes of the members entitled to vote.

Section 4. Water Main Easement. The Declarant hereby covenants and the Association by acceptance of the Common Areas hereby agrees that the Association shall convey to the City a Water Main Easement across that part of the Common Areas described as Outlot B in Country Club West Plat 3. This Water Main Easement shall be conveyed in the form and at such time as the City reasonably

requests. The easement shall not affect any of the improvements made pursuant to the site plan approved by the City for the improvements located on said Outlot B.

Section 5. Title to Common Areas. The Declarant hereby covenants for itself, its successors and assigns, that it shall convey to the Association from time to time, the fee title to all Common Areas free and clear of all mechanic's liens or any liens or encumbrances whatsoever except covenants, easements, conditions and restrictions whether or not of record or created by this Declaration or granted to any public authority. The transfer of title to the initial Common Areas shall be accomplished on or before the recorded conveyance of any portion of the Properties by Declarant. Common Areas, if any, created by subsequent plats of Additional Properties shall be conveyed immediately following the recording of such subsequent plat in the Polk County Recorder's office.

Section 6. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, the right to enjoy the Common Areas to family members, tenants or contract purchasers who reside on the property and to no one else.

Section 7. Use of the Common Areas. The Common Areas shall be used strictly in accordance with the provisions of the Declaration and rules and regulations promulgated by the Association. No Owner shall obstruct or interfere whatever with the rights and privileges of other Owners or the Association in the Common Areas, and nothing shall be planted, altered, constructed upon, or removed from the Common Areas, except by prior written consent of the Association. If an Owner violates this section, the Association shall have the right to restore the Common Areas to the prior condition and charge and assess the cost thereof against the Owner who violates this section and such cost shall become a special assessment and lien upon the Lot of such Owner and shall become due and payable upon demand. The Association shall have the same rights and powers to

collect the cost of such restoration as provided in Article V 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 Association or the offended Owner may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorney's fees as the Court may allow together with all necessary costs and disbursements incurred in connection therewith.

Section 8. Duration. The ownership of the Common Areas shall not be changed and shall continue in perpetuity except by approval of 2/3 of the membership entitled to vote and the prior written approval of the City.

Section 9. Dissolution. The Association shall not be dissolved, liquidated or its corporate existence terminated except upon the prior written approval of the City.

ARTICLE III

PUBLIC ACCESS COMMON AREAS

Section 1. Public Access Common Areas. The Public Access Common Areas shall consist of the following-described portion of the Properties, together with any improvements thereon, subject to any and all utilities located thereon, easements and restrictions:

Outlot A in COUNTRY CLUB WEST PLAT 3, an Official Plat,
Clive, Dallas County, Iowa

together with such additional Public Access Common Areas conveyed by Declarant to the Association from time to time from the Properties which are hereby subject to the Declaration and from any and all other Properties which are hereafter made subject to this Declaration as provided for herein.

Section 2. Public's Right of Access. The public shall have the right to access to and right to use and enjoy the Public Access Common Areas, subject only to (a)

the terms of this Declaration, (b) any additional reasonable and nondiscriminatory rules and regulations which may be enacted by the Association with respect to these Public Access Common Areas, provided that such rules and regulations are approved by the City and do not unreasonably interfere with the public's right of use and enjoyment, and (c) easements granted to the City. In no event shall the Owners have any greater right to use the Public Access Common Areas than the public generally. In addition, no Owner shall be allowed to erect any fence, playground equipment, shed or other structure on the Public Access Common Areas. No Owner shall dispose of brush, lawn clippings, leaves, Christmas trees or any other trash or refuse on the Public Access Common Areas. No gardening shall be permitted in the Public Access Common Areas without the consent of the Association and the City. To the extent that the ordinances of the City of Clive, Iowa contain more restrictive provisions concerning the use of City of Clive public park facilities than are set forth in either this Declaration or the rules and regulations promulgated by the Association with respect to the use of the Public Access Common Areas, then the more restrictive provisions of the City of Clive public park ordinances shall also apply and shall so restrict the use of the Public Access Areas by both the Owners and the public generally.

Section 3. Conflicting Provision. In the event any other terms or provisions of this Declaration conflict with the provisions of this Article III, the provisions of this Article shall control.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The owner or owners of the Properties or any subdivisions thereof shall be members of the Association; provided, however, in the event that Additional Properties are added and any portion of the Properties is submitted to a horizontal property regime (condominium) or an owners association

is established in connection with an attached housing development, the owners association or council of co-owners shall be the member in this Association. Membership shall be appurtenant to the ownership of the real property and shall be indivisible from such ownership.

Section 2. Voting Rights. Each member of the Association shall have a right to vote concerning the affairs of the Association. Each Lot shall have one vote appurtenant to it, except that for Lots submitted to a condominium regime or attached housing development, each such condominium regime or owners association shall have the number of votes equal to the number of living units in the subject condominium regime or attached housing development.

There shall be a total of 73 votes unless and until Additional Properties are added or submitted to the terms of this Declaration. Following the submission of Additional Properties, the total number of votes shall be equal to the number of Lots not subject to a condominium regime or attached housing development plus the number of living units in condominium regimes and attached housing developments which are subject to this Declaration.

NOTWITHSTANDING THE ABOVE, THE DECLARANT SHALL BE THE SOLE VOTING MEMBER OF THE ASSOCIATION UNTIL SUCH TIME AS DECLARANT NO LONGER OWNS ANY PORTION OF THE FOLLOWING-DESCRIBED REAL PROPERTY:

OUTLOTS A, B, C (EXCEPT THAT PART DESCRIBED AS PEARSON ESTATES PLAT 3), D, E AND F, ALL IN COUNTRY CLUB WEST PLAT 1, AN OFFICIAL PLAT, CLIVE, DALLAS COUNTY, IOWA,

OR UNTIL THE DECLARANT WAIVES THIS RIGHT TO BE SOLE VOTING MEMBER, WHICHEVER FIRST OCCURS. SO LONG AS DECLARANT IS THE SOLE VOTING MEMBER OF THE ASSOCIATION, IT SHALL HAVE THE RIGHT TO ELECT ALL DIRECTORS.

Section 2. Board of Directors. The Members entitled to vote shall elect a Board of Directors of the Association as prescribed by the Association's By-laws. The Board of Directors shall manage the affairs of the Association.

Section 3. Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for a period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for the entire Properties, hereby covenants, and each Owner of any portion of the Properties by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements and operating deficits; and (3) special assessments as provided in Article VI below. Such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The lien for the assessments shall be prior to all other liens on the property, except only tax liens on the Lot in favor of any assessing unit and special district, and all sums unpaid on a first mortgage of record. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas and Common Facilities and for other purposes specifically provided herein, including but not limited to, payment of legal liabilities or obligations of the Association and all fees, costs, expenses, and attorney fees in connection therewith.

Section 3. Monthly Assessments. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the following accounting categories according to good accounting practices:

(a) Current expenses which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement which shall include funds for repair or replacement required because of damage, destruction, depreciation or obsolescence.

Section 4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly assessments authorized above, the Association shall levy a special assessment if necessary to finance or perform any of its stated obligations and responsibilities under this Declaration. Further, the Association may levy a special assessment in addition to the monthly assessments for the

purpose of defraying, in whole or in part, the cost of any construction of a capital improvement not required by the Association under this Declaration or other discretionary expenditure, provided that any such assessment shall have the assent of a majority of the votes of members entitled to vote, in person or by proxy, at a meeting duly called for this purpose.

Written notice of any meeting called for the purpose of taking any action authorized under this Section 3 shall be sent to all members not less than 5 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of 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 60 days following the preceding meeting.

Section 5. Rate of Assessment. Monthly and special assessments provided for in this Declaration shall be fixed in accordance with this Section. Each Lot, Outlot or portion thereof and the Owner(s) of each Lot, Outlot or portion thereof, shall be liable for a share of the total budget upon which any monthly or special assessment is based. The share appurtenant to each Lot, Outlot or a portion thereof shall be calculated by multiplying the total budget of the monthly or special assessment times a fraction, the numerator of which is the number of Member votes appurtenant to such Lot and the denominator of which is the total votes outstanding in the Association.

Section 6. Increase in Monthly Assessments. In the event the monthly assessment proves to be insufficient, the budget and assessments therefor, may be amended at any time by the Board of Directors if the total amount of the budget as amended does not exceed 105 percent of the total amount of the budget as

originally adopted for said fiscal year. In the event the budget as amended exceeds the limitation in the previous sentence, such budget may be adopted at a special members' meeting upon an affirmative vote of the majority of the votes represented at such meeting. The additional amount so budgeted shall be assessed to each owner in the same manner as assessments for the annual budget and shall be pro rated along with the remaining installments due and payable in such year.

Section 7. Due Dates of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall be due as to each property on the first day of each month. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable change, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified property have been paid. A properly executed certificate from the Association regarding the status of assessments on property shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15% per annum or at the highest rate allowed by Iowa Law, whichever is higher. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the petition in such action, including reasonable attorney's fees. No

Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of said Owner's Lot.

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

Section 10. Notice to Mortgage Holders. The holder of a first mortgage in any property, upon its filing written request with the Association, shall be given written notice from the Association of any default by the mortgagor in the performance of the mortgagor's obligations under this Declaration which is not cured within thirty (30) days.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein.

(a) All property which is dedicated to and accepted by a public authority;
and

(b) All Common Areas;

No other land or improvements located within the Properties shall be exempt from said assessments, charges or liens.

ARTICLE VI

DECLARANT'S RIGHTS

Section 1. Declarant reserves the right to use any of the Properties, including 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 their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain models, erect signs, maintain an office, staff the office with employees, and to show Properties then unsold. Declarant retains the right to be considered an Owner of any Lot or portion of the Properties that remains unsold. Declarant's rights are subject to all applicable ordinances of the City.

Section 2. Declarant, its successors and assigns, reserve the right to add additional Common Areas and Public Access Common Areas by conveying the same to the Association from time to time. Nothing in this Section shall be deemed

an obligation on the part of the Declarant to convey additional Common Areas or Public Access Common Areas to the Association.

Section 3. Declarant, its successors and assigns, reserve the right to add Additional Properties pursuant to Article VII. This section shall not be deemed to be an obligation on the part of Declarant to submit Additional Properties to the terms of this Declaration.

Section 4. Declarant shall have the right to assign all of its reserve rights under this Declaration. The assignee or any such assignment shall be responsible for Declarant's duties and obligations under this Declaration.

Section 5. Easement for Signs. Declarant reserves unto itself, its successors and assigns, for so long as it owns any portion of the Properties, the right and easement to erect and maintain identification and "For Sale" sign or signs within the Properties, including any Common Areas as Declarant deems reasonably necessary, provided the same are consistent with the ordinances of the City.

ARTICLE VII

MAINTENANCE AND MANAGEMENT

Section 1. Maintenance of Common Areas. The Association shall perform the following maintenance tasks:

(a) Landscaping. Landscaping will be installed on Outlots A and B in Country Club West Plat 3 in accordance with the site plan approved by the City on November 21, 1991 (hereinafter referred to as "Site Plan"). No landscaping elements shall be removed without the consent of the City unless diseased or substantially damaged by wind, lightening, or other natural forces. All diseased or substantially damaged landscaping elements, plantings or materials shall be promptly replaced with reasonably comparable quality of planting and materials as that is shown on the approved Site Plan. Replacement of existing trees shall be limited to trees of a three inch caliper. All lawn areas located in said Outlots and all

scrubs and trees located therein, which are installed by Declarant, its successors and assigns, shall be professionally maintained, mowed and trimmed on a regular basis.

(b) Maintenance of Improvements. All of the structures, fences, walls and other improvements constructed in accordance with the Site Plan located on said Outlots shall be maintained, repaired and replaced by the Association as needed. Any lighting installed by Declarant, its successors and assigns, shall be maintained in good operating order by the Association. No portion of the improvements shall be removed without the prior written consent of the City. The Association shall not allow any of the improvements located on said Outlots to become a nuisance through lack of repair, maintenance or replacement.

(c) The Association shall perform all other reasonable and necessary maintenance, repair, reconstruction and replacement duties as are necessary and desirable to preserve the high quality of the Properties and Common Areas.

Section 2. Other Maintenance Responsibilities. The Association, in addition to the maintenance of the Common Areas described in Section 1 above shall be responsible for and perform all maintenance, repair, reconstruction and replacement of any and all Common Facilities, including but not limited to the following maintenance tasks:

(a) In the event any boulevards are constructed on streets which have been or are intended to be dedicated to City, the Association will be responsible for the repair, maintenance and replacement of the boulevard landscaping, even though the same shall have been dedicated to the City. Such repair, maintenance and replacement of the boulevard landscaping shall be in accordance with the site plan approved by the City allowing the construction of such boulevards.

(b) In the event that Declarant is allowed by the City and elects to install non-standard street signs or markers within the Properties, the Association shall maintain, repair and replace such non-standard street signs and markers.

Section 3. Financial Responsibility. The Association, through its Board of Directors, shall use its best efforts to obtain general liability insurance covering the Common Areas and Common Facilities for the benefit of and on behalf of itself, its members and any such insurance, if obtained, shall name the City of Clive as an additional insured for liability purposes. Any such insurance obtained shall be in an amount and in form reasonably calculated to protect the named insureds from liability with respect to any and all claims, demands and the like arising out of or connected with the ownership, operation or existence of the Common Areas.

Section 4. Right to City. The City, upon 30 days' written notice (except in case of emergency), shall have the right to require the Association to perform any and all of its maintenance, repair, reconstruction and replacement and management responsibilities with respect to the Common Areas and Common Facilities in accordance with this Declaration, any conditions and covenants in connection with the platting of any portion of the Properties and its ordinances. The City shall have the right to require the Association to enforce any and all rules and regulations adopted by the Association concerning the use, maintenance and operation of the Common Areas and Common Facilities.

Section 5. Responsibility for Willful or Negligent Act. In the event the need for maintenance or repair to the Common Areas, Common Facilities or improvements located thereon is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of such of maintenance or repairs shall be added to and become a part of the monthly assessments to which such Lot is subject.

ARTICLE VIII

ADDITIONAL PROPERTIES

Section 1. As long as Declarant is the sole voting member of the Association, Declarant shall have the right, but not the obligation, to bring within the scheme of

this Declaration Additional Properties located within the following described real property:

Outlots A, B, C (except that part described as Pearson Estates Plat 3 and Country Club West Plat 3), D, E and F, all in COUNTRY CLUB WEST PLAT 1, an Official Plat, Clive, Dallas County, Iowa,

Declarant, in its sole discretion, may submit such Additional Properties at such time as the above described properties have been platted or subdivided in accordance with the ordinances of the City of Clive and recorded in the Office of the Recorder of Dallas County. Submittal of Additional Properties shall be effective by executing one or more Supplementary Declarations. Upon recording of such Supplementary Declaration, all of the property described therein shall be subject to the terms, conditions and restrictions contained in this Declaration, and Declarant shall convey any Common Areas located therein to the Association at that time. Upon submitting such Additional Properties, the Owners of the Additional Properties shall have the same rights and benefits to the Common Areas as the Owners of the Properties described herein.

Nothing contained in this Article shall require or bind the Declarant to submit Additional Properties to this Declaration or to execute any Supplementary Declaration.

ARTICLE IX

COVENANTS WITH THE CITY

Section 1. Right of Public Access. Officers, employees or contracted agents of the City shall have the right and authority to enter upon the Common Areas for the administration of general public services including Emergency Fire Protection, Law Enforcement and administration of the Water Works Rules and Regulations and any applicable agreements for providing water service.

Section 2. Indemnification and Hold Harmless of the City. The Association, its successors or assigns, agree to defend, indemnify, protect and save harmless the City and its political subdivisions, including any of its elected officials, officers, employees or agents, from and against any judgments, awards, claims or expenses or other things whatsoever, including attorney fees, costs or disbursements, arising out of or in connection with any act or acts of negligence, causes omissions, fault, misconduct, claims, damages, suits or other actions developed, brought or asserted by any person, firm, corporation, entity or estate, against the said City by reason of, in connection with, related to or growing out of, directly or indirectly, the duties and responsibilities which are imposed upon the Owners or the Association, its successors and assigns, with respect to its duties or obligations under this Declaration, including any rules or regulations in existence pursuant to this Declaration, or related to or growing out of, directly or indirectly, the ownership, maintaining, cleaning out, grading, repairing, construction, or reconstruction of the Common Areas, or any part thereof or related to or growing out of, directly or indirectly, the existence of this Declaration and the purposes for which this Declaration is executed or the approval of this Declaration.

Declarant, its successors and assigns, including all subsequent owners in the Properties, hereby covenant not to sue, demand or claim any damages or other remedies against the City, its political subdivisions and its elected officials, officers, employees or agents by reason of, in connection with, related to or growing out of, directly or indirectly, the failure of the City to exercise any rights afforded to it under this Declaration or the approval of this Declaration or approval of Common Facilities.

Section 3 Liability of City. Neither the Declarant, Owners, Association nor any other person or other entity shall place any reliance upon the approval of this Declaration by the City. Neither the issuance of, nor any inspections or

certifications made relating to any City ordinance or approval, including the approval of this Declaration, shall constitute an assumption by the City, or any elected officials, officers, agents or employees thereof, of any duty or responsibility of any person or entity to adequately construct, reconstruct, repair and maintain the Common Areas, Common Facilities and improvements located thereon or provide a safe premises or to, in any way, indicate a decrease in the risk associated with the use or existence of the improvements located on the Common Areas. A certification that the Common Areas or Common Facilities have been inspected, pursuant to any City ordinance regulating the same shall not, in any way, constitute a representation, covenants, warranty or guaranty of the safety or quality of said improvements by the City, or any elected officials, officers agents or employees thereof.

Section 4. Amendment. This Article shall not be amended without the prior written approval of the City.

ARTICLE X

RULES AND REGULATIONS

Section 1. The Board of Directors of the Association shall have the right to adopt rules and regulations governing the Common Areas or Common Facilities, and such rules shall be observed and obeyed by the owners, their guests, lessees, assigns and licensees. Provided, no such rules or regulations adopted by the Board of Directors shall, in any way, modify, amend, repeal or alter the provisions of Section 1, 2, 3 and 4 of this Article.

Section 2. No Waiver. Failure of the Association to enforce any covenant, condition or restrictions, this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of this right to enforce the same thereafter.

Section 3. Fines and Liquidated Damages. In addition to the enforcement rights granted to the Association for the collection of assessments, the Association shall have the right to maintain any action at law or in equity appropriate for the enforcement of the rules and regulations, the covenants, conditions and restrictions contained in this Declaration, the Articles of Incorporation and Bylaws. The Association is specifically granted a right to obtain affirmative or negative injunctions, restraining orders and similar equitable relief for repeated violations by any person whatsoever. The Association shall have the right to adopt a schedule of fines and/or liquidated damages to be imposed upon members, their families, tenants, invitees and guests for violations of the rules and regulations, the covenants, conditions and restrictions contained in this Declaration and the Articles of Incorporation and Bylaws of the Association.

ARTICLE XI

GENERAL PROVISIONS

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

Section 2. Amendment. This Declaration may be amended or changed, unless otherwise provided herein, at anytime by an instrument recorded in the Office of the Recorder of Dallas County, Iowa, certified by the President and

Secretary of the Association that the same has been approved by a two-thirds majority of the then outstanding votes; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Likewise, the covenants with and rights of the City herein shall not be amended without the prior approval of the City. This Declaration may also be amended by Declarant, if it then has any ownership interest in the Properties, at any time without the approval of any other Owner or Owners for the purpose of clarification or correction of errors in the Declaration, provided such amendment shall not affect the substantive rights of any Owner. Further, Declarant may, at any time, amend this Declaration in order to satisfy the requirements of any of the Federal Mortgage Agencies. Any such amendments shall be recorded and shall be subject to the prior written approval of any of the Federal Mortgage Agencies having an interest in the Properties or any portion thereof.

NOTWITHSTANDING ANY PROVISION OF THIS DECLARATION TO THE CONTRARY, NO AMENDMENT TO THIS DECLARATION (EXCEPT FOR [1] SUPPLEMENTAL DECLARATIONS PURSUANT TO ARTICLE VIII WHICH SUBMIT ADDITIONAL PROPERTIES TO THIS DECLARATION, AND [2] AMENDMENTS TO ARTICLE V CONCERNING MAINTENANCE ASSESSMENTS) SHALL BE EFFECTIVE UNLESS AND UNTIL THE CITY HAS GIVEN ITS PRIOR WRITTEN APPROVAL TO SUCH AMENDMENT.

Section 3. Third Party Beneficiary. City is hereby declared to be a third party beneficiary of the provisions of this Declaration. As such, City has no duty or obligation to exercise its rights to enforce or perform any obligations reserved to it under the provisions of this Declaration. The rights of the City provided for in this Declaration shall be exercised by the City at its sole option and discretion.

Whenever the approval of the City is required under this Declaration, the same shall not be unreasonably withheld or delayed.

Section 4. Binding Effect. This Declaration shall run with the land and shall be binding upon all parties claiming under them. Invalidation of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions thereof, but the same shall remain in full force and effect.

IN WITNESS WHEREOF, Iowa Realty Co., Inc. has caused this Declaration to be executed this _____ day of _____, 1992.

DECLARANT:

IOWA REALTY CO., INC.

By: _____
William C. Knapp II,
Senior Vice President

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William C. Knapp II to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of Iowa Realty Co., Inc. executing the within and foregoing instrument to which this is attached, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said William C. Knapp as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Notary Public in and for the State
of Iowa

APPROVAL OF CITY

The Declaration of Covenants for Country Club West have been reviewed and approved by the City Council of the City of Clive on the ____ day of _____, 1992, at a regularly scheduled meeting of its City Council.

CITY OF CLIVE

By: _____
O. Gene Maddox, Mayor

By: _____
_____ City Clerk

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 1992, before me _____, personally appeared O. Gene Maddox and _____, to me personally known, Who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. _____ passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the _____ day of _____, 19____ and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in the State of Iowa