

# **Master at Greenview Crossing**

**Master Association  
Documents**

# **Table of Contents**

## **Greenview Crossing Master Association Documents**

- I. Declaration of Covenants, Conditions, Easements and Restrictions for Greenview Crossing  
(Filed February 26, 2001 Book 8717, Page:010)  
The initial Declaration covering all lots in Greenview Crossing, Plat 1 and 1a.
- II. Articles of Incorporation of Greenview Crossing Master Association, Inc.  
(Filed February 26, 2001 W270062 Iowa Secretary of State). Iowa Nonprofit Chapter 504A
- III. Irrigation Control Agreement  
(Filed December 17, 2002 Book 9519, Page:423) Covering shared responsibility of Master and Sub-Associations for maintenance of the Irrigation Control Clock..
- IV. Amendment to Declaration of Covenants, Conditions, Easements and Restrictions  
(Filed March 25, 2003 Book 9709, Page:856) Amendment adding Greenview Crossing Plat 2.
- V. Amendment to Declaration of Covenants, Conditions, Easements and Restrictions  
(Filed September 17, 2003 Book 10156, Page:332)  
Amendment adding lots 1 through 11, inclusive, Greenview Crossing Plat 3.
- VI. Amendment to Declaration of Covenants, Conditions, Easements and Restrictions  
(Filed January 20, 2004 Book 10356, Page:549)  
Amendment adding lots 12 through 34, inclusive, and Outlot "V", Greenview Crossing Plat 3.
- VII. Greenview Crossing Master Association By-Laws  
(Dated February 26, 2001)
- VIII. Declaration of Covenants, Conditions and Restrictions for Lots 12 through 34,  
Greenview Crossing Plat 3 (Single Family)  
(Filed January 20, 2004 Book 10356, Page:535)
- IX. Amendment to Declaration of Covenants, Conditions and Restrictions for Lots 12  
through 34, Greenview Crossing Plat 3 (Single Family)  
(Filed August 5, 2005 Book 11213, Page:708)  
Amendment to the Restrictions of Article I. Amendment to the DCC&R filed January 20, 2004.
- X. Warranty Deed – Lots A & B Greenview Crossing Plat 3  
(Filed September 17, 2003 Book 10156, Page:334) Conveys streets in Plat 3 to City of Ankeny
- XI. Warranty Deed – Outlot U Greenview Crossing Plat 3  
(Filed October 2, 2006 Book 11882, Page:498 & Book 11882, Page:500)  
Conveys Outlot U to the City of Ankeny – ownership of trail sidewalk.
- XII. Plat Maps of Greenview Crossing (For Reference, Plat Drawing Only)  
Plat 1 – Filed October 4, 2000 Book 8606, Page:751  
Plat 1a – Filed January 10, 2001 Book 8679, Page:571  
Plat 2 – Filed July 31, 2001 Book 8926, Page:179  
Plat 3 – Filed September 17, 2003 Book 10156, Page:320  
Plat 4 – Filed January 20, 2004 Book 10356, Page:524  
Plat 5 – Filed April 27, 2004 Book 10502, Page:969
- XIII. Greenview Crossing Sub-Association Declarations (For Reference, Copies Not Included)  
Craftsman (Filed April 19, 2001 Book 8781, Page:964)  
Gardens (Filed February 26, 2001 Book 8717, Page:33)  
Villas (Filed May 8, 2001 Book 8811, Page:151)

**Greenview Crossing  
Master Homeowners Association**

**Declaration of Covenants, Conditions,  
Easements and Restrictions**

(Filed February 26, 2001 Book 8717, Page:010)

The initial Declaration covering all lots in Greenview Crossing, Plat 1 and 1a.

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FILED FOR RECORD  
POLK COUNTY, IOWA

01 FEB 26 P 2: 33.0

TIMOTHY J. BRIEN  
RECORDER

019

INST # 059441  
RECORDING FEE 11600  
AUDITOR FEE \_\_\_\_\_

RETURN TO:

Prepared by and after

Recording Return to: Streeter Cameron, 317 Sixth Avenue, Suite 300, Des Moines, Iowa 50309 (515) 243-8157

DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
FOR GREENVIEW CROSSING

THIS DECLARATION is made on the 26<sup>th</sup> day of February, 2001, by Rottlund Homes of Iowa, Inc., a Minnesota corporation, hereinafter referred to as "Declarant" or "Rottlund" and consented to by D.R.A. Properties, L.C., an Iowa Limited Liability Company, hereinafter referred to as "DRA."

WITNESSETH:

WHEREAS, Declarant is the developer of certain property in the City of Ankeny, County of Polk, State of Iowa, which is more particularly described as:

(See Exhibit "A" attached hereto)

(the Property or Properties), which Declarant intends to develop for residential use; and

WHEREAS, DRA is the owner of the Property and joins in this Declaration in order to indicate its acceptance hereof; and

WHEREAS, Declarant and DRA desire that all of the Property shall be subject to certain uniform covenants, conditions, easements and restrictions;

NOW, THEREFORE, Declarant and DRA hereby declare that all of the Property described above on Exhibit "A" 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 real property and be binding on all parties having any right, 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. "Master Association" shall mean and refer to Greenview Crossing Master Association Inc., an Iowa nonprofit corporation formed pursuant to Chapter 504A Code of Iowa, as

amended. The Master Association shall include all Properties as defined in Section 3 hereinafter set forth. Membership in the Master Association shall automatically include the owners of all dwelling units within the Properties (Greenview Crossing Development).

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered to be the Owner of the Lot if: (1) the rights of the contract vendor hereunder are delegated to the vendee under such contract for deed; and (2) the vendee shall furnish proof of such delegation to the Master Association.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described on Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Sub-Association Member" shall mean and refer to any association of Owners of Lots within the Properties which Lots are part of the same Condominium or Town Home Association and would not include an Owner Member.

Section 5. "Owner Member" shall mean and refer to any Owner who is not also a part of any Sub-Association Member.

Section 6. "Members" or "Member" shall refer to any Sub-Association Member or to any Owner Member.

Section 7. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map or plat of the Properties which is intended to be sold as a separate unit or any apartment included in any Declaration of Property to a Horizontal Property Regime (condominium).

Section 8. "Declarant" shall mean and refer to Rottlund Homes of Iowa, Inc., a Minnesota corporation and any individual or entity which is its successor or assign and which is specifically designated as successor Declarant.

Section 9. "DRA" shall mean and refer to D.R.A. Properties, L.C., an Iowa Limited Liability Company and its successor or assign which is specifically designated as the successor to DRA's interest herein.

Section 10. "Common Area" shall mean and refer to all areas subject to the terms of the Greenview Crossing PUD Ordinance as amended, which are deeded to or maintained by the Master Association.

Section 11. "Public Rights-of-Way" shall mean and refer to the rights-of-way of the following described streets, boulevards, and roadways:

Northeast Briarwood Drive, and Northeast Delaware Avenue and any other rights-of-way dedicated to and accepted by the City of Ankeny, Iowa which may be added to the development from time to time.

Section 12. "Assessment Unit" shall mean and refer to the method of allocating payments for the assessments noted in Article III (Common Area Expenses) and the unit of measurement for such assessments.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Sub-Association Member and every Owner Member shall be a member of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Master Association shall have two classes of voting membership.

Class A. Class A Members shall include an Owner Member who is the Owner of a Lot located within the development and shall also include the Owner of any town home or condominium apartment located within the development. All Owners of town homes or condominium apartments shall each receive one vote and one Assessment Unit and an Owner Member shall likewise receive one vote and one Assessment Unit. All Owner Members and all Owners of a town home or a condominium apartment shall be allowed to directly cast their vote with the Master Association and shall not be required to cast its vote through any Sub-Association Member in any fashion.

Class B. The Class B Members shall be the Declarant and their successors and assigns who are specifically designated as successor Declarant. **Pursuant to Article IX herein, the Class B Members shall have sole voting control of the Association as is set forth in Article IX.**

## ARTICLE III

### COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Properties hereby covenants, and each Owner of any Lot by acceptance of a deed or contract for deed therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Master Association:

- (a) general annual assessments or charges,
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The general annual, and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. 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 pass to his successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively to promote the duties of the Master Association as set forth in Article IV hereof.

Section 3. Assessments for Sub-Association Members. Any assessments for Lots which are a part of a Sub-Association Member shall be assessed to the appropriate Sub-Association Member and shall be a lien against the Lot or Lots of each Owner who is a Member of the Sub-Association Members. If such assessment is not paid by the Sub-Association Member within sixty (60) days after written notice to the Sub-Association Member, the assessment shall be a personal obligation of the Sub-Association Member and the Owner of each Lot which is part of the Sub-Association Member on a per- Lot basis.

Section 4. Limitation on Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant or an affiliate of the Declarant, the maximum annual general assessment for each Assessment Unit shall be \$160.00.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum general annual assessment may be increased each year not more than 25% above the maximum general annual assessment for the previous year without a vote of the membership of the Association.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum general annual assessment may be increased above 25% by a vote of 2/3 of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors of the Master Association may fix the general annual assessment at an amount not in excess of the maximum, and the Board of Directors of the Master Association may modify the general annual assessment upward or downward from time to time, but in no event upward beyond the maximum permitted by this Section. Written notice of any modification of the annual assessment shall be sent to every Owner Member or Sub-Association Member subject hereto.

Section 5. Special Assessment for Capital Improvements. In addition to the general annual assessments, the Master Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area or any other area that is the responsibility of the Master Association to maintain, including fixtures and personal property related thereto, provided that any such assessment shall have the

assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4(b and c) and 5 shall be sent to all Owner Members and Sub-Association Members not less than twenty-one (21) days nor more than thirty (30) days in advance of an annual meeting or not less than seven (7) days nor more than thirty (30) days in advance of a special meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast more than fifty percent (50%) of all the votes of each class 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 (½) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. No notice to the Owner Members and Sub-Association Members shall be necessary regarding an increase not more than twenty-five percent (25%) per Article III, Section 4(a).

Section 7. Rate of Assessment. Both general annual and special assessments on all Lots, including any lot owned by an Owner Member and town home lot or condominium apartment, shall be assessed one assessment unit. All such assessments payable by an Owner who is also a member of a Sub-Association, shall be payable through the Sub-Association. Each Owner Member shall pay its assessments directly to the Master Association.

Section 8. No Common Area Assessments. No assessments shall be made against any Lot which is a parcel of real estate which is not intended for separate ownership or occupancy, such as common area outlots that will be deeded to the Master Association.

Section 9. Date of Commencement of Assessments; Due Dates. The general annual assessment provided for herein as well as any applicable special assessment shall commence as to any given Lot on the first day of the month following the issuance of an occupancy certificate by the City of Ankeny, Iowa, for the improvements located upon such Lot. Such assessments shall not be reduced by the fact that the Lot is still owned by Declarant or DRA.

The first general annual assessment 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 assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of such assessments shall be sent to every Sub-Association Member and Owner Member subject thereto. The due dates shall be established by the Board of Directors of the Master Association. The Master Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an authorized representative of the Master Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Master Association as to the status of assessments on a Lot is binding upon the Master Association as of the date of its issuance.

Section 10. . Initial Advance Assessment. At the time of the closing of the sale of any Lot from the Declarant or DRA to any Owner other than Declarant or DRA, the Owner shall pay to the Master Association the sum of \$195.00 to be used for general start up and operational expenses for



the Master Association, which amount shall not be credited to Owner as any portion of its general annual assessment, at any time, and shall not be refundable in any way to the Owner, but shall, instead, be in addition to the general annual assessment.

Section 11. Effect of Nonpayment of Assessments; Remedies of the Master Association.

Any assessment to a Sub-Association Member or Owner Member not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Master Association may bring an action at law against the Sub-Association Member or the Owner personally obligated to pay the same or foreclose the Lien against the property. Such Lien may be foreclosed in the same manner as a mortgage pursuant to the Chapter 654 of the Code of Iowa, 1999, as amended. The Master Association shall be entitled to recover interest at the rate of ten percent (10%) per annum and its costs, expenses and disbursements, including reasonable attorney's fees, incurred in such collection or foreclosure action if such action is successful on behalf of the Master Association. No owner Member or Sub-Association Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of the Owner's Lot.

Section 12. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. In the event that the holder of a first mortgage forecloses the first mortgage or receives a transfer of the Lot in lieu of the foreclosure, the lien for unpaid assessments shall be extinguished as of the date of foreclosure or transfer in lieu of foreclosure. Any assessments so extinguished shall become a common expense of the Master Association.

## ARTICLE IV

### ASSOCIATION DUTIES

Section 1. Master Association Duties.

- (a) With respect to any Common Area the Master Association shall:
1. Establish, repair, replace and maintain (including snow removal) all sidewalks, trails, fences, landscaping, irrigation, buildings and other improvements located within a Common Area. All Common Area mowing to be performed by the Master Association shall be limited to those areas noted in cross-hatched markings on the drawing attached hereto marked Exhibit "B" and incorporated herein by this reference. In addition, all snow removal to be performed by the Master Association shall be limited to those sidewalk areas shown on Exhibit "C" attached hereto. Notwithstanding anything to the contrary provided elsewhere herein, the Master Association shall not be responsible for any street/driveway snow removal, even if it

relates to any areas of ingress and egress that are located on any outlots that are deeded to the Master Association. The responsibility for snow removal on any such areas of ingress and egress shall be allocated as follows; (i) the ingress and egress from Northeast 36<sup>th</sup> Street that is located as a part or in the vicinity of Lot 26, Greenview Crossing Plat 1, and Lots 30, 55 and 56, Greenview Crossing Plat 1a shall be maintained for snow removal purposes by the sub-association that will relate to Lots 30 through 56, Greenview Crossing, Plat 1a, (ii) the ingress and egress from Northeast Delaware Avenue that is located on or adjacent to Lots 14 and 18, Greenview Crossing, Plat 1, shall be maintained for snow removal purposes by the sub-association that will relate to Lots 15 through 29, Greenview Crossing Plat 1.

2. Establish, repair, replace and maintain any signs or monumentation of any entries to any portions of the Property which may be located in a Common Area or which may be located on a Lot pursuant to the easements described in Article V, Section 6.
3. Establish, repair, replace and maintain all storm water detention areas that are either partially or wholly included in any Common Area. In the event that any such detention area is partially included within any Common Area and partially included within the area of any Sub-Association, the Master Association shall take full responsibility for the maintenance of such detention area and the Sub-Association shall have no right or obligation to perform such maintenance, etc.

- (b) With respect to any Public Rights-of-Way, the Master Association shall:

Establish, repair, replace and maintain all landscaping within any boulevards and cul-de-sac islands.

- (c) With respect to any Sidewalk or Trail Easements dedicated or conveyed to the City of Ankeny, the Master Association shall:

Establish, repair, replace and maintain (including snow removal) all sidewalks, trails, fences, landscaping and irrigation located within the area of any such easement, whether or not such Sidewalk or Trail Easement area is located, either wholly or in part on any common area owned by the Master Association.

- (d) With respect to any buffer area or buffer area easements granted to the City of Ankeny, the Master Association shall:

Establish, repair, replace and maintain (including snow removal) all sidewalks, trails, landscaping, irrigation and other improvements as well as any fences approved by

the City of Ankeny pursuant to the Greenview Crossing PUD, located within a Buffer Easement Area.

- (e) With respect to any monumentation or landscaping easements described in Article V, the Master Association shall:

Establish, repair, replace and maintain all such monumentation or landscaping materials and irrigation located within easements dedicated therefor as more specifically described in Article V.

- (f) The Master Association shall enforce the covenants, conditions and restrictions set forth herein and any amendments hereto and any rules and regulations adopted by the Master Association or any Sub-Association Member for which it has assumed the responsibilities, obligations and duties.
- (g) The Master Association shall undertake, at its discretion, such further duties as determined by the Board of Directors.

The obligations and duties of the Master Association shall include the architectural control of the Properties as herein provided. While there is no obligation to install irrigation in any of the areas described in this Declaration, it shall be the Master Association's obligation to maintain any irrigation that the Declarant, DRA or the Master Association install in their discretion.

In the event that the need for maintenance or repair of any entry way, monumentation or landscaping is caused through the willful or negligent acts of the family, guests, employees, agents or invitees of any Owner, the cost of such maintenance or repair shall be added to and become a part of the assessment against such Owner and any Lot owned by such Owner.

Section 2. Assumption of Duties. In the event of the dissolution or termination of any Sub-Association Member, the Master Association shall assume and perform all of the duties of such Sub-Association Member and any charges, costs or fees relating to the duties of such Sub-Association Member shall be assessed to the Members of the Sub-Association Member.

Section 3. Greenview Crossing PUD. All of the Master Association duties as described herein shall be performed pursuant to the Greenview Crossing PUD Ordinance as amended.

Section 4. Sub-Association Relationship. Each Sub-Association Member of the Master Association is contemplated to have certain rights and obligations as will be more particularly and specifically set forth in Horizontal Property Regime Declarations relating thereto, or in Town Home Covenant Declarations relating thereto, which rights and obligations relate specifically to matters that are wholly contained within the area covered by each such Sub-Association. Each Sub-Association shall specifically have the obligation to repair, replace and maintain any and all private

streets located within the area of each such Sub-Association. Any streets that are not dedicated to the public and are not part of any Sub Association shall be maintained by the Master Association. Any improvements, structures, landscaping, detention areas, trails, sidewalks, fences, utilities or other similar matters described herein elsewhere in detail which are wholly included within the area of each such Sub-Association shall be the responsibility of each Sub-Association and not the responsibility of the Master Association with all of the costs of the maintenance thereof being the obligation of the Sub-Association exclusively. Any such areas that are only partially included within the area of a Sub-Association shall be completely maintained by the Master Association and each Sub-Association shall have no right to attempt any maintenance thereof in order that such maintenance is done in uniform fashion throughout the entire Greenview Crossing PUD area.

## ARTICLE V

### EASEMENTS

Section 1. In addition to the easements, covenants, restrictions and conditions herein, all Lots shall be subject to easements and covenants hereinafter specifically described for the benefit of the Properties or for the limited benefit of specified adjoining Lots, all as is more fully set forth hereinafter in this Article. Within such easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of any utilities, sidewalks, trails, fences, landscaping and irrigation or which may obstruct, retard, or change the flow of water through any drainage easements, channels, or detention areas. The easement area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, except for the improvements which are the responsibility of a public authority or utility company or the responsibility of the Master Association as described elsewhere herein.

#### Section 2. Sidewalk and Trail Easements.

- (a) Declarant hereby grants an easement for sidewalk and trail purposes for the benefit of the Master Association and all members of the Master Association relating to sidewalks and trails that are contemplated to be installed throughout the Development to be used for bicycle and pedestrian activities. All such sidewalks and trails shall be located outside of the buildable area of any lot and, as much as possible, shall be constructed on common area to be owned by the Master Association. The Master Association shall have the responsibility for the maintenance (including snow removal) of all such sidewalks and trails.

Section 3. Utility Easements. Declarant hereby grants easements for utility purposes to and from all Lots in the Properties as may be more specifically shown on all plats relating to properties within the Development of Greenview Crossing and pursuant to Easements that may be separately granted. Such easements shall allow for the placement of all public utilities including, but not limited to, gas, electric, telephone and water and, in addition, shall allow for the placement of private utilities including, but not limited to, irrigation systems and facilities related thereto with all such public utilities being maintained by the public utility involved and all such private utilities being

maintained by the Master Association. Declarant also hereby grants an easement to any Sub-Association Member for location of irrigation systems and facilities including pump house and connections provided that any Sub-Association Member utilizing such easement shall be responsible for maintaining the area utilized at its expense.

Section 4. Easements for Encroachment. In the event that any buildings, structures, including, but not limited to, monuments, landscaping and fences, and utilities originally constructed by the Declarant or constructed or erected thereafter on any Lot in accordance with this document encroaches upon any other Lot, or, if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, an exclusive easement appurtenant to said encroaching Lot for such encroachment and the maintenance thereof shall exist.

Section 5. Easement for Maintenance. Declarant hereby grants an easement in favor of the Master Association and all public utilities including the City of Ankeny, over and across each Lot for the purpose of performing any maintenance required relating to any of the easements described and granted herein, provided that any such maintenance shall require the party performing such maintenance to return the area being maintained to the condition that it was in immediately prior to the maintenance having been performed including, but not limited to, regrading and sodding. The owner of any Lot upon which resodding has occurred pursuant to this paragraph shall be responsible for watering and maintaining any such new sod after it is installed. There shall be no requirement, however, for the replacement of any other landscaping or other improvements that had previously been constructed in the easement area which are done at the sole risk and expense of the Lot Owner, Sub-Association or Master Association, as the case may be. Any such easements shall include the ability for the Master Association, public utility or the City of Ankeny to use the immediately adjacent ground that may be located outside of the easement area, for the purpose of allowing lateral support for equipment and machinery, placement of back fill material removed from the easement area, and for such other purpose as is reasonably associated with such maintenance.

Section 6. Easement for Monument Signs and Landscaping. Declarant hereby grants an easement in favor of the Master Association over and across each Lot for the purpose of placing various types of monument signs which shall be for the purpose of announcing the development or the particular neighborhood at issue and which monument signs shall be placed outside of the area needed for any public or private sidewalks or trails and which monuments shall be located within the building setback line in order that they not interfere with the construction of the improvements contemplated on the Lot. In addition, Declarant hereby grants an easement in favor of the Master Association over and across the portions of each Lot necessary for the installation of landscaping adjacent to Northeast 36<sup>th</sup> Street and Northeast Delaware Avenue, which landscaping shall be installed within the building setback area. Such landscaping is contemplated to be installed pursuant to buffer easements to be separately granted. All such monuments and landscaping shall be installed at the expense of Declarant and maintained at the expense of the Master Association. The Master Association shall have the exclusive obligation and right to perform such maintenance and the owner of any Lot affected by the placement of such monuments or landscaping shall have no right to maintain them in any fashion in order that the Master Association shall maintain them in an orderly and coordinated fashion.

Section 7. Mailbox Easement. Declarant hereby grants easements for the purpose of allowing construction of multiple mailboxes (gangboxes) as coordinated with the local postmaster, police department and fire department. Such mailboxes shall be located adjacent to public or private streets so as not to interfere with the construction of improvements on any given lot. The Master Association shall be responsible for all maintenance relating to such mailboxes including any snow removal required to gain access to the mailboxes.

Section 8. Private Sanitary Sewer System Easement. Declarant hereby grants an easement for the purpose of allowing construction, repair, replacement and maintenance for a private sanitary sewer system that is intended to service all the Properties. Declarant shall install the private sanitary sewer system at its expense and all repair, replacement and maintenance shall be the expense of the Master Association.

Section 9. Easement Documents. Declarant contemplates that separate easement documents relating to some of the within described easements may be prepared and filed of record to more specifically and particularly set forth the terms and conditions of some of the easements after approval of such easement documents by the City of Ankeny.

## ARTICLE VI

### ARCHITECTURAL CONTROL

Section 1. Architectural Committee. So long as a Class B Membership is outstanding with the Declarant, Declarant shall appoint an Architectural Committee to be made up of not less than three and not more than five members. All initial construction, remodeling, alteration, landscaping, planting, exterior addition or change, or any other construction commenced or erected or maintained on the property must first be approved by the Architectural Committee, provided, however, that any initial construction, landscaping and planting performed by Declarant pursuant to site plans approved by the City of Ankeny shall be deemed to have been approved by the Architectural Committee with no further submittal necessary. Plans and specifications for such construction must be submitted to the Architectural Committee in advance of construction. In the event that the Architectural Committee fails to approve or disapprove such plans within thirty days after submittal, approval shall be assumed. All submitted plans and specifications shall show the nature, kind, shape, height, materials, and location of the intended construction and shall be in harmony of external design and location in relation to surrounding structures and topography. At such time as there is no Class B Membership outstanding, the members of the Architectural Committee shall be appointed by the Board of Directors.

Section 2. Signage/Monumentation. Any signage or monumentation constructed within the area subject to the terms of this Declaration shall be done only pursuant to the sign ordinances of the City of Ankeny.

## ARTICLE VII

## USES

Section 1. All lots except common areas shall be restricted to residential uses subject to the following restrictions:

### Restrictions Relating to Residential Uses.

1. The Declarant shall be entitled to maintain model homes and other sales and construction facilities upon the residential Lots in accordance with the Ordinances of the City of Ankeny, Iowa, provided, however, that no business, trade occupation, or profession of any kind whether carried on for profit or otherwise shall be conducted, maintained, or permitted on any Lot except as provided herein.
2. An Owner or occupant residing in a Lot may keep and maintain his or her business or professional records in such Lot and handle matters relating thereto by telephone or correspondence therefrom provided that such uses are incidental to the residential use of the Lot and further provided that customers and/or clients do not regularly visit the owner or occupant on the Lot in compliance with the Ankeny Home Occupation Ordinance.
3. The Master Association may maintain offices on any Lot for management and related purposes.
4. No Lot may be leased for transient or hotel purposes. Any lease of any Lot shall be in writing and shall be expressly subject to this Declaration and any rules and regulations adopted by the Master Association with the further provision that any violation of this Declaration and any rules and regulations shall be a default under the lease. A copy of such lease shall be filed with the Master Association prior to the beginning of the lease term. No timeshares shall be created with respect to any lot. A tenant shall have full use and enjoyment of the common areas provided that all rules and regulations and this Declaration are adhered to by such tenant. Tenants shall not be members of the Master Association.
5. No motor vehicles that are not operational shall be permitted to remain upon any of the streets or driveways or on any Lot or parking area on the Lot but shall instead, be stored wholly within any garage located on the Lot. A motor vehicle shall be defined for the purpose of this paragraph as non-operational if it cannot be started and can be driven under its own power. The Master Association shall have the right to remove any such vehicle at any time and assess the costs of such removal against the Lot and the owner(s) thereof. The Master Association is hereby granted a limited easement for the purpose

of going onto any such Lot for the limited purpose of removing the vehicle as described above.

6. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale, except that Declarant shall be permitted to erect and maintain upon the Property such signs as it deems appropriate to advertise the Lot until the Declarant conveys the last Lot.
7. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Notwithstanding the above, Rottweilers and Pitbulls shall not be allowed in any case. No fenced dog runs or dog houses shall be allowed on any residential Lot. All pets must be kept on a leash, and each owner shall be responsible for cleaning up any pet waste made by their pet. The Master Association shall have the right to require removal of pets in the individual cases where such pets are or become legal nuisances and unreasonably disturb the quiet enjoyment of the properties by the owners.
8. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage, rubbish and trash shall not be kept on said premises except in sanitary containers. All other equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition.
9. No structure of a temporary character or any trailer, basement, tent, shack, garage, barn or other building shall be maintained on any Lot at any time as a residence or storage facility either temporarily or permanently except for a sales trailer, construction trailer, outside dumpsters, storage trailers, or trash containers being used by the Declarant during the construction and/or sales process for the Lots.
10. No chain link fence of any sort shall be allowed on the Lot.
11. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. Mailbox design shall be only as approved by the Architectural Committee.
13. No trash receptacles or garbage cans shall be permitted to be placed outside of the building or structure on any Lot, except on collection day, unless



hidden by an attractive screen of suitable height and approved by the Architectural Committee. This restriction shall not exclude the placement of waste containers outside of such areas if required by governmental regulation or by terms of the contract with a commercial operator.

14. No clothes, sheets, blankets, laundry, or other articles shall be hung, displayed, or stored outside of the structure contained on any Lot and in addition, no such items shall be used as window coverings on the inside of any structure contained on any Lot. Draperies, curtains, or shades of a customary nature and appearance shall be used for window treatments and shall be subject to the rules and regulations.
15. No commercial vehicles, trucks, or commercial equipment of any kind shall be permitted to remain upon any of the streets or driveways, or on any lot or parking area on any lot. . No trailers, boats, buses, motor homes, campers, snowmobiles, or other types of recreational vehicles shall be parked on any Lot for more than forty-eight (48) consecutive hours unless such vehicle is parked wholly within a garage; provided that the Board of Directors of the Master Association may grant permits to park such vehicles on Lots for limited periods of time not to exceed seven (7) days in any 12-month period, which seven (7) days shall be for the purpose of allowing loading and unloading only. No such vehicles shall be parked on any common element or on any streets or driveways.
16. No aerial, radio tower, antenna, or satellite dish which is ; (i) more than eighteen (18) inches in diameter; (ii) not attached to a dwelling unit; or (iii) of a color not approved by the Master Association so long as reception is not adversely affected, shall be permitted on any Lot.
17. No Mobile home or manufactured home as defined in the Code of Iowa shall be placed on or erected on any Lot.

Section 2. Common Area Uses. The Common Area shall be used as permitted by the final development plan for Greenview Crossing. Each owner of a dwelling unit within the Greenview Crossing Development (the Properties) shall be granted the right to use and enjoy the common area.

Section 3. Rules and Regulations. The Master Association may adopt, amend and revoke rules and regulations not inconsistent with the articles of incorporation, bylaws or this Declaration, as follows: (a) regulating the use of the Common Areas; (b) regulating the use of residential units and the conduct of occupants of such units which may jeopardize the health, safety and welfare of other occupants, which involve noise or other disturbing activity, or which may damage the common elements or other units; (c) regulating the keeping of animals; (d) regulating changes in the appearance of the common elements; (e) regulating the exterior appearance of improvements including, by way of illustration and not limitation, balconies and patios, window treatments, and

signs and other displays, regardless of whether inside or outside a unit; (f) implementing the articles of incorporation, bylaws or this Declaration; and (g) other rules and regulations facilitating the operation of the Development. After notice and an opportunity to be heard, the Master Association may impose reasonable sanctions, including the levying of reasonable fines, for violations of this Declaration, the Articles of Incorporation and the Bylaws of the Master Association, and any rules and regulations of the Master Association.

## ARTICLE VIII

### OPTION TO ADD ADDITIONAL PROPERTY

Section 1. Option. This Master Association may have additional real estate added to it by the Declarant and DRA as is hereinafter set forth.

Section 2. Additional Real Estate. Declarant and DRA may add to the Master Association all or any part of the real estate described in Exhibit B attached hereto, as well as property referenced in Article XI at Section 4 that is adjacent and contiguous thereto, at any time or times within twenty (20) years after the recording of this Declaration. All restrictions contained in the Declaration relating to the use, occupancy and alienation of units shall be applicable to the units added to the Master Association. Such restriction shall not apply to any additional real estate which is not added to the Master Association. Any buildings and units erected upon the additional real estate, when and if added, shall be compatible with the other buildings and units in the Master Association in terms of architectural style, quality of construction, principal materials employed in construction and size.

Section 3. No Assurance of Addition. Nothing herein contained shall bind the Declarant and DRA to add any additional property to the terms of this Declaration or to adhere to any particular plan of development for any portion of the additional property that is not added to the terms of this Declaration. None of the terms of this Declaration shall apply in any way to any property not specifically added hereto.

Section 4. Applicability of Restrictions. All restrictions in this Declaration affecting the use, occupancy and alienation of the Lots will apply to all Lots added to the terms of this Declaration.

Section 5. Exercise of Option. Declarant and DRA may exercise their option to add one or more of the additional Lots by executing and recording an amendment to this Declaration in a form for recording, which amendment shall specifically describe the additional real estate parcel or parcels being added to the terms of this Declaration pursuant to the terms of the amendment. Such amendment shall set forth the number of Lots included in the real estate being added to the terms of this Declaration and shall set forth the number of votes in the Master Association allocated thereto.

Section 6. Assignment of Option. The option to add additional property described herein may be assigned by Declarant and DRA insofar as it affects any Lots herein described which have not previously been added to the terms of this Declaration. Any such assignment shall be in writing and shall be recorded in the real estate Records of Polk County, Iowa.

Section 7. Reservation of Easement. In the event that some or all of the additional property described above is not added to the terms of this Declaration, Declarant and DRA hereby reserve the right to create the following perpetual nonexclusive easements over, upon and under portions of the additional property that has not been added hereto as follows:

- (a) Nonexclusive easements for the following purposes:
  - 1. To connect any improvements constructed on the additional Lots, including natural gas, storm sewer, water, sanitary sewer, electrical, telephone, or other utility line, pipe wire, or facility.
  - 2. To obtain and use the utility line described above.
  - 3. To install, repair, maintain, operate, and replace any such lines, connections and facilities provided that Declarant and its successors or assigns shall be responsible for the restoration of any damage done in connection with the use of such easements.
- (b) Nonexclusive easements for the purpose of affording the Lots that are not added to the terms of this Declaration and any improvements constructed thereon or to be constructed thereon with access to and from the public road system through any ingress/egress easements for private streets or driveways relating to various Association Members within the development and the ability to install, repair, maintain, surface, resurface, grade, or replace any private drives, lanes, streets, roads, or other right of way necessary to make connection with and full use of the ingress/egress described provided, however, that Declarant and DRA shall be responsible for all costs in connection with its use.
- (c) Any such easement shall be specifically formalized by a writing signed by the Declarant and DRA and filed in the public Records of Polk County, Iowa. Such filings shall not require the consent or joinder of any party.
- (d) As soon as the easements described herein are formalized, the Owners of all parcels or Lots making use of such ingress/egress easements that are not Lots subject to the terms of this Declaration shall share all expenses of repairing, maintaining, and replacing the private drives, lanes, streets, roads or right of ways as well as all of the utility lines and connections in the same proportion as if their Lot had been added to the terms of the Declaration with such Lot Owners coordinating with the Master Association in order that reimbursement as appropriate may be made and such expenses may be promptly paid.

#### ARTICLE IX

#### CONTROL OF ASSOCIATION

NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED HEREIN, SO LONG AS THE DECLARANT RETAINS AN INTEREST IN ANY OF THE PROPERTIES PURSUANT TO THE OPTION AGREEMENT BETWEEN THE PARTIES (DRA and Rottlund) DATED JUNE 15, 1999, DECLARANT SHALL HAVE SOLE VOTING CONTROL AND AUTHORITY RELATING TO THE MASTER ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL COMMITTEE, AND ALL OTHER MATTERS RELATING TO THE OPERATION OF THE MASTER ASSOCIATION. AT SUCH TIME, IF ANY, AS THE DECLARANT HAS FAILED TO EXERCISE ITS NEXT AVAILABLE OPTION PURSUANT TO THE OPTION AGREEMENT BETWEEN DECLARANT AND DRA DATED JUNE 15, 1999, AND THE DECLARANT OWNS NO LOTS, ALL SUCH VOTING CONTROL AND AUTHORITY SHALL AUTOMATICALLY TRANSFER TO DRA AS SUCCESSOR DECLARANT AND, THEREAFTER, DRA, AS SUCCESSOR DECLARANT, SHALL HAVE ALL AUTHORITY AS IS GRANTED TO DECLARANT HEREIN.

#### ARTICLE X

##### INSURANCE AND RECONSTRUCTION

Section 1. Liability Insurance; Fidelity Bonds. The Board of Directors of the Master Association, or its duly authorized agent, shall obtain a broad form of public liability insurance insuring the Master Association, with such limits of liabilities as the Master Association shall determine to be necessary, against all acts, omissions to act and negligence of the Master Association, its employees and agents. The Board of Directors shall also obtain, if available, adequate insurance insuring the Master Association regarding the indemnification of the City of Ankeny by the Master Association relating to the items of landscaping and irrigation located in the public rights-of-way as described in Article IV. To the extent available, the Master Association's Board of Directors shall also provide fidelity bonds providing protection to the Master Association against loss by reason of acts of fraud or dishonesty on the part of the Master Association's Directors, managers, officers, employees or volunteers who are responsible for the handling of funds of the Master Association in an amount sufficient to provide no less protection than 110% times the estimated annual operating expenses and reserves of the Master Association.

#### ARTICLE XI

##### GENERAL PROVISIONS

Section 1. Enforcement. The Master Association, or any Owner Member or Sub-Association Member shall have the right to enforce, by any proceeding by law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any of the above parties may prosecute any proceedings at law or in equity for monetary damages, injunctive relief, or such other appropriate remedy as may be determined to appropriately address the alleged violation. Failure by the Master Association or by any Owner to

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of any such suit or proceeding, the prevailing party shall be entitled to recover from the non-prevailing party an amount equal to all costs including reasonable attorney fees incurred by such prevailing party in the preparation for and the prosecution of such suit or proceeding.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

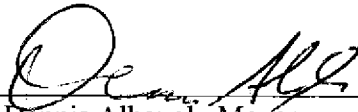
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of all Owner Members and all Sub-Association Members as well as the Master Association and their heirs, successors and assigns and are intended to be perpetual in nature to the extent allowed by applicable law. To the extent that perpetual term is not allowed for this Declaration, the terms of this Declaration shall be deemed covenants running with the land and shall remain in full force and effect for a period of twenty-one (21) years after they have been filed in the Land Records of Polk County, Iowa, with the ability, prior to the expiration of such 21-year period, for such Declaration to be extended for additional periods of twenty-one (21) years by the filing of a claim in accordance with Sections 614.24 and 614.25 of the Code of Iowa, 1999, as amended, or any successor statute. This Declaration may be amended by an instrument signed by the Owners representing Lots to which not less than sixty-seven percent (67%) of the votes in the Master Association have been allocated relating to Lots that have been added to the terms of the Declaration. Any amendment must be recorded in the Land Records of Polk County, Iowa. No amendment which would reduce the duties of the Master Association hereunder, which would reduce the term of the covenants and restrictions, or which would attempt to terminate the Master Association, shall be effective without the written approval of the Declarant and the City of Ankeny, Iowa, which written approval may be withheld in their sole discretion. So long as the Declarant or DRA are the Owners of any Lot subject to the terms of this Declaration or any lot which may potentially be added to the terms of this Declaration except as may be added pursuant to Section 4 hereinafter set forth, either through direct ownership or pursuant to the Option in favor of Declarant previously described herein, no amendment to this Declaration shall be effective unless approved in writing by DRA and the Declarant. Notwithstanding anything to the contrary provided herein, any amendment to the Declaration which is made for the purpose of correcting technical errors, for clarification only, or for the purpose of adding any one or more of the additional parcels described herein, shall not require the vote or consent of any Owners, except for DRA and Declarant.

Section 4. Annexation. Additional residential property not previously described herein as potentially being subject to addition to the terms of this Declaration may be annexed to the Property by the Declarant without any vote of any owners so long as such annexed Property is adjacent and contiguous to the original Property subject to the terms of this Declaration and any of the other properties that are or may be added to the terms of this Declaration as described herein.

ROTTLUND HOMES OF IOWA, INC.

D.R.A. PROPERTIES, L.C.

By: \_\_\_\_\_  
S.W. Theis, President

By:   
Dennis Albaugh, Manager

**DECLARANT**

**OWNER**

STATE OF IOWA     )  
                              )ss  
COUNTY OF POLK    )


On this \_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared S. W. Theis, to me personally known, who being by me duly sworn did say that he is the President of Rottlund Homes of Iowa, Inc., a Minnesota Corporation, that no seal has been procured by said Corporation; that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; and that the said S.W. Theis, as President, 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

STATE OF ~~FLORIDA~~     ) IOWA  
                              )ss:  
COUNTY OF Polk     )

On this 26<sup>th</sup> day of February, 2001, before me, the undersigned, a Notary Public in and for the said State, personally appeared Dennis Albaugh, to me personally known, who, being by me duly sworn, did say that he is the Manager of D.R.A. Properties. L.C., an Iowa Limited Liability Company, executing the foregoing instrument, that the instrument was signed on behalf of the company and that he as manager acknowledged execution of the instrument to be the voluntary act and deed of the company by it and by him voluntarily executed.



  
Notary Public in and for the State of ~~Florida~~ Iowa

ROTTLUND HOMES OF IOWA, INC.

D.R.A. PROPERTIES, L.C.

By:

S.W. Theis  
S.W. Theis, President

**DECLARANT**

By:

Dennis Albaugh  
Dennis Albaugh, Manager

**OWNER**

STATE OF IOWA     )  
                              )ss  
COUNTY OF POLK    )

On this 26 day of February, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared S. W. Theis, to me personally known, who being by me duly sworn did say that he is the President of Rottlund Homes of Iowa, Inc., a Minnesota Corporation, that no seal has been procured by said Corporation; that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; and that the said S.W. Theis, as President, acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him voluntarily executed.



Kristin Ramsey  
Notary Public in and for the State of Iowa

STATE OF IOWA     )  
                              )ss:  
COUNTY OF POLK    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned, a Notary Public in and for the said State, personally appeared Dennis Albaugh, to me personally known, who, being by me duly sworn, did say that he is the Manager of D.R.A. Properties, L.C., an Iowa Limited Liability Company, executing the foregoing instrument, that the instrument was signed on behalf of the company and that he as manager acknowledged execution of the instrument to be the voluntary act and deed of the company by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

EXHIBIT "A"

All lots in Greenview Crossing, Plat 1, and all lots in Greenview Crossing Plat 1a, Official Plats, now included and forming a part of the City of Ankeny, Polk County, Iowa.

BK 8717PG030



## EXHIBIT "B"

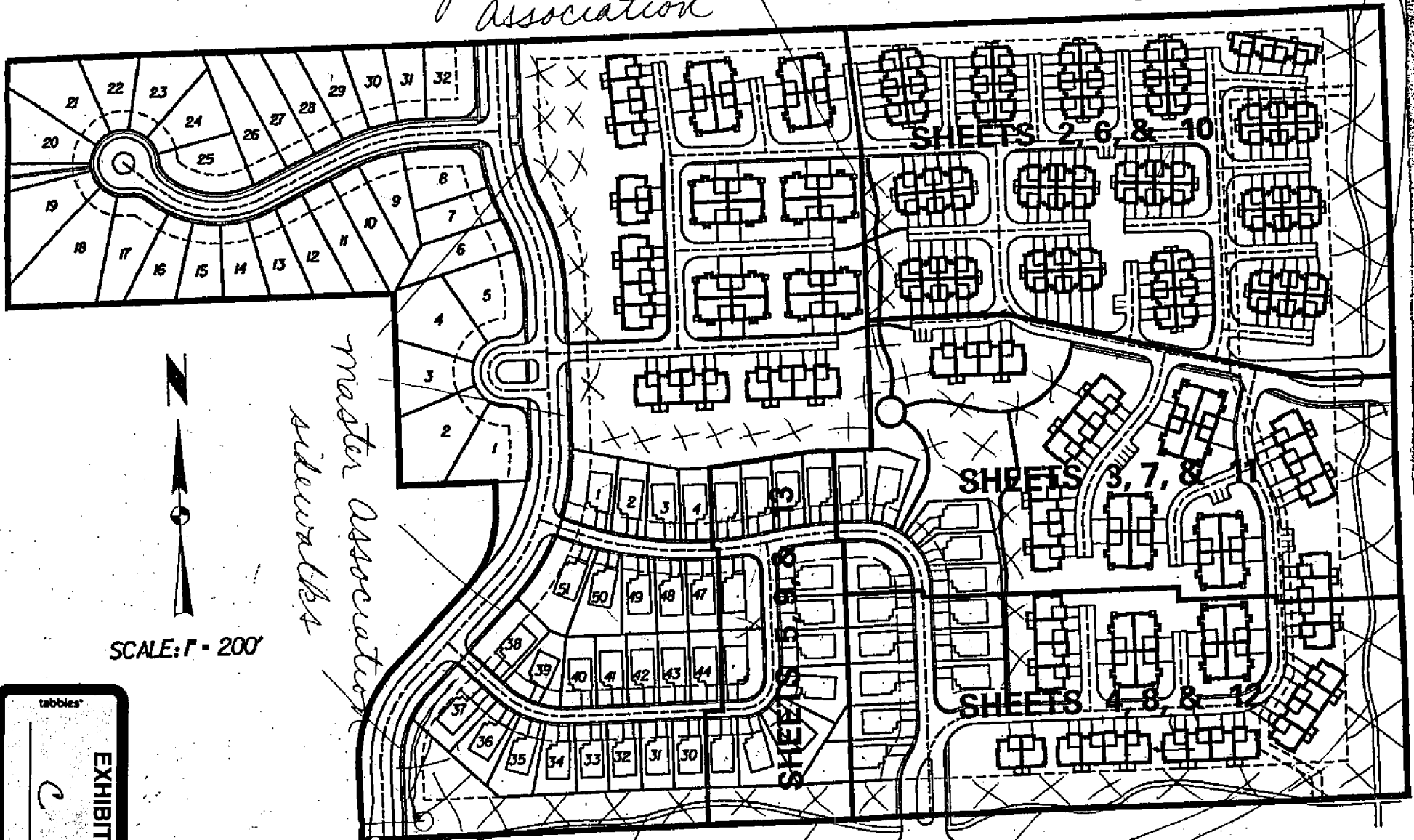
That part of the South  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 1, Township 80 North, Range 24 West of the 5<sup>th</sup> P.M., Polk County, Iowa, more particularly described as follows;

Commencing at the South  $\frac{1}{4}$  corner of Section 1-80-24 and being on the centerline of N.W. 110<sup>th</sup> Avenue; thence S 89° (Degrees) 37' (Minutes) 01" (Seconds) E along the South line of the SE  $\frac{1}{4}$  of said section 1 and along said centerline for 416.57 feet; thence N 0° 22' 59" E for 60.00 feet to the North Right-of-Way line of said N.W. 110<sup>th</sup> Avenue; thence S 89° 37' 01" E along said North line for 550.00 feet to the point-of-beginning; thence N 0° 22' 59" E for 117.16 feet; thence along a 230.00 foot radius curve to the right for a length of 180.64 feet, a chord of 176.03 feet and a chord bearing of N 22° 52' 59" E; thence N 45° 22' 59" E for 159.58 feet; thence along a 170.00 foot radius curve to the left for a length of 133.52 feet, a chord of 130.11 feet and a chord bearing of N 22° 52' 59" E; thence N 0° 22' 59" E for 43.00 feet; thence N 89° 37' 01" W for 150.00 feet; thence N 0° 22' 59" E for 304.49 feet; thence N 89° 37' 07" W for 615.26 feet; thence N 1° 21' 52" E for 400.00 feet to the North line of the South  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of said section 1 and being 434.00 feet East of the West line of said S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$ ; thence S 89° 37' 07" E along said North line for 2192.63 feet to the East line of said S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  and being the centerline of N.E. Delaware Avenue; thence S 0° 27' 57" W along said line for 1260.33 feet to a point on the extended North Right-of-Way line of N.W. 110<sup>th</sup> Avenue and being 60.00 feet North of the SE corner of said section 1; thence N 89° 37' 01" W along said extended North R.O.W. Line for 1662.40 feet to the Point-of-Beginning. This parcel contains 51.23 acres including 0.95 acres for Delaware Right-of-Way and is subject to easements of record, except

All lots in Greenview Crossing Plat 1, and all lots in Greenview Crossing Plat 1a, official Plats, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

all interior  
trails  
are for master  
association

master Association  
Sidewalks



SCALE: 1" = 200'



BK8717PG032

**Greenview Crossing  
Master Homeowners Association**

Articles of Incorporation of  
Greenview Crossing Master Association, Inc.

(Filed February 26, 2001 W270062 Iowa Secretary of State)  
Iowa Nonprofit Chapter 504A

250342

ARTICLES OF INCORPORATION  
OF  
GREENVIEW CROSSING MASTER ASSOCIATION, INC.

The undersigned, acting as incorporator of a corporation pursuant to the provisions of the Iowa Nonprofit Corporation Act, Chapter 504A of the 1999 Code of Iowa, as amended, adopts the following Articles of Incorporation for such Corporation:

ARTICLE I.  
NAME AND PRINCIPAL OFFICE

The name of the Corporation shall be: "Greenview Crossing Master Association, Inc." and shall hereinafter be referred to as "Association." Its principal offices shall be located in Polk County, Iowa.

ARTICLE II.  
REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be at 317 Sixth Avenue, Suite 300, Des Moines, Iowa 50309 and the initial registered agent at such address shall be Streetar Cameron.

ARTICLE III.  
CORPORATE EXISTENCE

The corporate existence of the Association shall begin upon the date these Articles are filed with the Secretary of State, and its duration shall be perpetual.

ARTICLE IV.  
PURPOSES AND POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof. The Association is formed to promote the health, safety and welfare of the residents located within the development known as "Greenview Crossing" which is generally located northwest of the intersection of NE 36<sup>th</sup> Street and NE Delaware, Ankeny, Polk County, Iowa. The Association is intended to:

- A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the "Master Association" as set forth in that certain Declaration of Covenants, Conditions, Easements, and Restrictions, for Greenview Crossing that will be relate to all lots in Greenview Crossing Plat 1 and Plat 1a as well as other lots in the Greenview Crossing development to be filed with the Recorder of Polk County, Iowa and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.
- B. To have and to exercise any and all powers, rights, and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Iowa by law may now or hereafter have or exercise.

01 FEB 26 AM 10:54  
SECRETARY OF STATE  
IOWA

(3)

ARTICLE V.  
BOARD OF DIRECTORS

The Affairs of this Association shall be managed by a Board of no more than twenty (20) nor less than two (2) Directors and, except for those individuals elected or appointed to the Board by the Declarant, all members of the Board must be members of the Association as well. The number of Directors may be changed by amendment of the Bylaws of the Association. The initial Board of Directors shall include two (2) people. The names and addresses of the persons who are to act as the initial Directors until the selection of their successors are:

Mark Siegfried  
3636 Westown Parkway, Suite 200  
West Des Moines, Iowa 50266

Kerry McGuire  
3636 Westown Parkway, Suite 200  
West Des Moines, Iowa 50266

ARTICLE VI.  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Voting rights in the Association shall be allocated as is set forth in the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of a Lot shall be the sole qualification for membership.

ARTICLE VII.  
BY-LAWS

The initial By-Laws of the Association shall be adopted by its initial Board of Directors, but the power to thereafter alter, amend or repeal the same or adopt new By-Laws is reserved to the Members of the Association, except as is set forth in the Declaration.

ARTICLE VIII.  
DISSOLUTION

The Association may dissolve only with the assent given in writing and signed by members allocated at least seventy-five percent (75%) of the votes in the Association and with compliance with the other applicable provisions of the By-Laws of the Association and the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed to the owners in equal shares.

ARTICLE IX.  
AMENDMENT

Amendment of these Articles shall require the assent of members allocated at least seventy-five percent (75%) of the votes in the Association.

ARTICLE X.  
INCORPORATOR

The name and address of the Incorporator is Streetar Cameron, 317 Sixth Avenue, Suite 300, Des Moines, Iowa 50309.

ARTICLE XI.  
EXECUTION OF DEEDS, CONTRACTS OR LEASES

All deeds or contracts for sale of real estate, or leases (or assignment of such contract or lease) or other documents affecting real estate shall be executed by the President or Vice President and countersigned by the Treasurer or Secretary. All liens held by the Association shall be released by any of the officers of the Association. The Board of Directors may, in addition, authorize the execution of the kinds of instruments above mentioned or other instruments required to be executed on behalf of the Association in such manner as it shall, by resolution, direct.

Dated this 26<sup>th</sup> day of February, 2001.

Streetar Cameron  
Streetar Cameron, Incorporator

FILED  
IOWA  
SECRETARY OF STATE

2-26-2001  
10:54AM

W270062





No. W00270062  
Date: 02/26/2001

## SECRETARY OF STATE

504ADN-000250342

GREENVIEW CROSSING MASTER ASSOCIATION, INC.

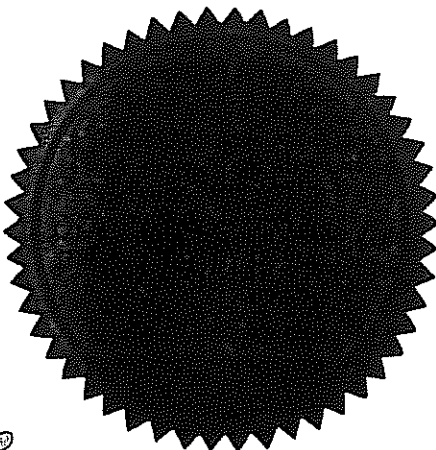
### CERTIFICATE OF INCORPORATION

GREENVIEW CROSSING MASTER ASSOCIATION, INC.

has filed articles of incorporation in this office and is hereby authorized to transact business as a corporation under the provisions of Iowa Code chapter 504A.

The document was filed on February 26, 2001, at 10:54 AM, to be effective as of February 26, 2001, at 10:54 AM.

The amount of \$20.00 was received in full payment of the filing fee.



CHESTER J. CULVER

SECRETARY OF STATE



Printed on  
Recycled Paper

# **Greenview Crossing Master Homeowners Association**

## **Irrigation Control Agreement**

(Filed December 17, 2002 Book 9519, Page:423)  
Covering shared responsibility of Master and Sub-Associations  
for maintenance of the Irrigation Control Clock..



1165  
14946

Doc ID: 012202180002 Type: GEN  
Recorded: 12/17/2002 at 03:17:25 PM  
Fee Amt: \$11.00 Page 1 of 2  
Revenue Tax: \$0.00  
Polk County Iowa  
TIMOTHY J. BRIEN RECORDER  
File# 2002-00087348  
BK 9519 PG 423-424

RETURN TO:

Prepared by and after recording return to: Streeter Cameron, 317 Sixth Avenue, Suite 300, Des Moines, Iowa 50309 (515) 243-8157

**IRRIGATION CONTROL AGREEMENT**

In Re: All lots in Greenview Crossing Plat 1, Plat 1a, and Plat 2, Official Plats, now included in and forming a part of the City of Ankeny, Polk County, Iowa; and

All remaining portions of the South 1/2 of the Southeast 1/4 of Section 1, Township 80 North, Range 24 West of the 5<sup>th</sup> P.M., Polk County, Iowa, which are presently, or may be in the future, added to the terms of the Declaration of Covenants, Conditions, Easements and Restrictions for Greenview Crossing dated February 26, 2001, filed February 26, 2001, in Book 8717, Page 010, of the records of the Recorder of Polk County, Iowa.

THIS IRRIGATION CONTROL AGREEMENT ("Agreement") is entered into on this 13<sup>th</sup> day of December, 2002, by and between GREENVIEW CROSSING MASTER ASSOCIATION, INC. ("Master"), CRAFTSMAN AT GREENVIEW CROSSING OWNER'S ASSOCIATION ("Craftsman"), THE VILLAS AT GREENVIEW CROSSING OWNERS ASSOCIATION ("Villas"), and THE GARDENS AT GREENVIEW CROSSING OWNERS ASSOCIATION ("Gardens"), and relates to the Irrigation Control Clock ("Clock") located within the Greenview Crossing development in Ankeny, Iowa ("Greenview").

WHEREAS, separate irrigation systems currently exist for the areas encompassed by the Master, Craftsman, Villas and Gardens developments that allow for separate metering and separate billing to presently occur, but which separate systems are controlled by the Clock which is currently under the control of Master; and

WHEREAS, use of the Clock allows for more precise irrigation arrangements to be established which cannot economically be established by each independent Association; and

WHEREAS, the parties hereto wish to set forth their rights and responsibilities relating to the Clock to insure the coordinated operation of the separate irrigation systems.

NOW, THEREFORE, in consideration of the economies involved with the use of the centralized Irrigation Control Clock, the receipt and sufficiency of which is hereby acknowledged, THE PARTIES AGREE as follows:

1. That the Craftsman, Villas and Gardens Associations shall have the right, independent of one another, to direct representatives of the Master to set the Clock in whatever fashion each Association deems advisable in its best interests. Master agrees to use its best efforts to follow the written instructions of each Association pertaining to the Clock and the irrigation for each Association that is controlled thereby.
2. The parties hereto agree to cooperate with each other and Master agrees to be responsive to the written instructions of each Association to allow for the Associations to continue to use the centralized Clock.
3. Each party hereto agrees to pay 25% of the cost of the maintenance and repair of the Clock. All decisions relating to maintenance and repair of the Clock shall be the sole responsibility of Master. In the event that the Clock ever needs to be entirely replaced, notice of such replacement shall be given to each Association, and each Association shall have the opportunity, within 30 days of receipt of such notice, to decline to participate in the acquisition of a new Clock, and, in turn, that Association may make other arrangements for the control of its irrigation system. The remaining Associations may then decide to proceed accordingly with a new centralized Clock or independent Clocks, as the case may be.
4. This Agreement is intended to last for the lifetime of the Clock. Should any Association party hereto wish to separately control its own irrigation system during the period of this Agreement, such

Association shall be allowed to disconnect from the Clock but the disconnecting Association shall still be required to contribute to the maintenance and repair of the original Clock.

**GREENVIEW CROSSING MASTER ASSOCIATION, INC.**

By Roger Eastman  
Roger Eastman, President

**CRAFTSMAN AT GREENVIEW CROSSING OWNER'S ASSOCIATION**

By Roger Eastman  
Roger Eastman, President

**THE VILLAS AT GREENVIEW CROSSING OWNERS ASSOCIATION**

By Roger Eastman  
Roger Eastman, President

**THE GARDENS AT GREENVIEW CROSSING OWNERS ASSOCIATION**

By Roger Eastman  
Roger Eastman, President

STATE OF IOWA :  
: SS  
COUNTY OF POLK :

On this 13 day of December, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Eastman, to me personally known, who, being by me duly sworn, did say that he is the President of **GREENVIEW CROSSING MASTER ASSOCIATION, INC.**, the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Roger Eastman, as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Kerry McGuire  
Notary Public in and for the State of Iowa

STATE OF IOWA :  
: SS  
COUNTY OF POLK :



On this 13 day of December, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Eastman, to me personally known, who, being by me duly sworn, did say that he is the President of **CRAFTSMAN AT GREENVIEW CROSSING OWNER'S ASSOCIATION**, the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Roger Eastman, as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Kerry McGuire  
Notary Public in and for the State of Iowa



STATE OF IOWA :  
: SS  
COUNTY OF POLK :

On this 13 day of December, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Eastman, to me personally known, who, being by me duly sworn, did say that he is the President of **THE VILLAS AT GREENVIEW CROSSING OWNERS ASSOCIATION**, the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Roger Eastman, as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Kerry McGuire  
Notary Public in and for the State of Iowa



STATE OF IOWA :  
: SS  
COUNTY OF POLK :

On this 13 day of December, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Eastman, to me personally known, who, being by me duly sworn, did say that he is the President of **THE GARDENS AT GREENVIEW CROSSING OWNERS ASSOCIATION**, the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Roger Eastman, as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Kerry McGuire  
Notary Public in and for the State of Iowa



**Greenview Crossing  
Master Homeowners Association**

**Amendment to Declaration of Covenants, Conditions,  
Easements and Restrictions**

(Filed March 25, 2003 Book 9709, Page:856)  
Amendment adding Greenview Crossing Plat 2.



Doc ID: 012686370002 Type: GEN  
Recorded: 03/25/2003 at 10:53:50 AM  
Fee Amt: \$11.00 Page 1 of 2  
Polk County Iowa  
TIMOTHY J. BRIEN RECORDER  
File# 2003-00108136

BK **9709** PG **856-857**

**RETURN TO:**

Prepared by and after recording return to: Streater Cameron, 317 Sixth Avenue, Suite 300, Des Moines, IA 50309 (515) 243- 8157

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR GREENVIEW CROSSING**

**THIS AMENDMENT** is made this 17 day of March, 2003, by Rottlund Homes of Iowa, Inc., a Minnesota Corporation (hereinafter referred to as "Rottlund/Declarant") and consented to by D.R.A. Properties, L.C., an Iowa limited liability company (hereinafter referred to as "D.R.A."). This Amendment relates to the Declaration of Covenants, Conditions, Easements and Restrictions for Greenview Crossing dated February 26, 2001, and filed February 26, 2001, in Book 8717, Page 10, of the records of the Recorder of Polk County, Iowa (hereinafter referred to as "Declaration").

**WHEREAS**, Article VIII of the Declaration allows for additional real estate to be added to the terms of the Declaration; and

**WHEREAS**, D.R.A. and Rottlund/Declarant wish to add the real estate described as:

All lots in Greenview Crossing Plat 2, an Official Plat, now included  
in and forming a part of the City of Ankeny, Polk County, Iowa,

to the terms of the Declaration; and

**WHEREAS**, all of the above-referenced lots are wholly included within the real estate described on Exhibit B attached to the Declaration which references the real estate that may be added to the terms of the Declaration.

**NOW, THEREFORE**, in consideration of the ability to amend the Declaration as is described herein and in Article VIII thereof, D.R.A. and Rottlund/Declarant hereby declare that all lots in Greenview Crossing Plat 2, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa, shall be subject to and governed by the terms of the Declaration of Covenants, Conditions, Easements and Restrictions for Greenview Crossing referenced above in all respects.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective upon its filing with the Polk County Recorder.

**D.R.A. PROPERTIES, L.C.**

**ROTTLUND HOME OF IOWA, INC.**

By: Tara Meredith  
Name: Tara Meredith  
Title: Secretary

By: S. W. Theis  
S. W. Theis, President

STATE OF IOWA :  
: SS  
COUNTY OF POLK :

On this 17 day of March, 2003, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Tara Meredith, to me personally known, who being by me duly sworn, did say that he/she is the Secretary of D.R.A. Properties, L.C., and that said instrument was signed on behalf of said D.R.A. Properties, L.C. by authority of its Members and Manager; and the said Tara Meredith acknowledged the execution of the instrument to be the voluntary act and deed of said limited liability company, by it and by him/her voluntarily executed.

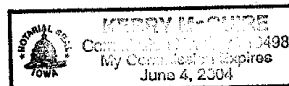
Kerry McGuire  
Notary Public in and for the State of Iowa



STATE OF IOWA :  
: SS  
COUNTY OF POLK :

On this 17 day of March, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **S.W. THEIS**, to me personally known, who being by me duly sworn did say that he is the President of Rottlund Homes of Iowa, Inc., a Minnesota Corporation, that no seal has been procured by said Corporation; that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; and that the said **S.W. THEIS**, as President, acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him voluntarily executed.

Kerry McGuire  
Notary Public in and for the State of Iowa



**Greenview Crossing  
Master Homeowners Association**

**Amendment to Declaration of Covenants, Conditions,  
Easements and Restrictions**

(Filed September 17, 2003 Book 10156, Page:332)

Amendment adding lots 1 through 11, inclusive, Greenview Crossing Plat 3

RETURN TO:

Prepared by and after recording return to: Stretar Cameron, 317 Sixth Avenue, Suite 300, Des Moines, IA 50309 (515) 243-8157

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR GREENVIEW CROSSING**

THIS AMENDMENT is made this 10<sup>th</sup> day of July, 2003, by Rottlund Homes of Iowa, Inc., a Minnesota Corporation (hereinafter referred to as "Rottlund/Declarant") and consented to by D.R.A. Properties, L.C., an Iowa limited liability company (hereinafter referred to as "D.R.A."). This Amendment relates to the Declaration of Covenants, Conditions, Easements and Restrictions for Greenview Crossing dated February 26, 2001, and filed February 26, 2001, in Book 8717, Page 10, of the records of the Recorder of Polk County, Iowa (hereinafter referred to as "Declaration").

**WHEREAS**, Article VIII of the Declaration allows for additional real estate to be added to the terms of the Declaration; and

**WHEREAS**, D.R.A. and Rottlund/Declarant wish to add the real estate described as:

Lots 1 through 11, inclusive, Greenview Crossing Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa,

to the terms of the Declaration; and

**WHEREAS**, all of the above-referenced lots are wholly included within the real estate described on Exhibit B attached to the Declaration which references the real estate that may be added to the terms of the Declaration.

**NOW, THEREFORE**, in consideration of the ability to amend the Declaration as is described herein and in Article VIII thereof, D.R.A. and Rottlund/Declarant hereby declare that Lots 1 through 11, inclusive, Greenview Crossing Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa, shall be subject to and governed by the terms of the Declaration of Covenants, Conditions, Easements and Restrictions for Greenview Crossing referenced above in all respects.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective upon its filing with the Polk County Recorder.

D.R.A. PROPERTIES, L.C.

ROTTLUND HOME OF IOWA, INC.

By: [Signature]  
Name: Dennis Albright  
Title: Manager

By: [Signature]  
S. W. Theis, President

STATE OF IOWA :  
: SS  
COUNTY OF POLK :

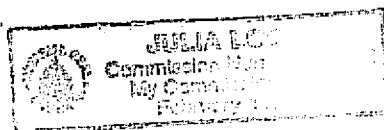
On this 9th day of July, 2003, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Dennis Albright, to me personally known, who being by me duly sworn, did say that he/she is the Manager of D.R.A. Properties, L.C., and that said instrument was signed on behalf of said D.R.A. Properties, L.C. by authority of its Members and Manager; and the said Dennis Albright acknowledged the execution of the instrument to be the voluntary act and deed of said limited liability company, by it and by him/her voluntarily executed.



[Signature]  
Notary Public in and for the State of Iowa

STATE OF IOWA :  
: SS  
COUNTY OF POLK :

On this 10 day of July, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **S.W. THEIS**, to me personally known, who being by me duly sworn did say that he is the President of Rottlund Homes of Iowa, Inc., a Minnesota Corporation, that no seal has been procured by said Corporation; that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; and that the said **S.W. THEIS**, as President, acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him voluntarily executed.



[Signature]  
Notary Public in and for the State of Iowa



**Greenview Crossing  
Master Homeowners Association**

**Amendment to Declaration of Covenants, Conditions,  
Easements and Restrictions**

(Filed January 20, 2004 Book 10356, Page:549)  
Amendment adding lots 12 through 34, inclusive, and Outlot "V",  
Greenview Crossing Plat 3.

Doc ID: 014452740003 Type: GEN  
Recorded: 01/20/2004 at 12:19:04 PM  
Fee Amt: \$21.00 Page 1 of 3  
Polk County Iowa  
TIMOTHY J. BRIEN RECORDER  
File# 2004-00088149

BK 10356 PG 549-551

RETURN TO:

Prepared by and after recording return to: Strestar Cameron, 317 Sixth Avenue, Suite 300, Des Moines, IA 50309 (515) 243-8157

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR GREENVIEW CROSSING**

**THIS AMENDMENT** is made this 4<sup>th</sup> day of December, 2003, by Rottlund Homes of Iowa, Inc., a Minnesota Corporation (hereinafter referred to as "Rottlund/Declarant") and consented to by D.R.A. Properties, L.C., an Iowa limited liability company (hereinafter referred to as "D.R.A."). This Amendment relates to the Declaration of Covenants, Conditions, Easements and Restrictions for Greenview Crossing dated February 26, 2001, and filed February 26, 2001, in Book 8717, Page 10, of the records of the Recorder of Polk County, Iowa (hereinafter referred to as "Declaration").

**WHEREAS**, Article VIII of the Declaration allows for additional real estate to be added to the terms of the Declaration; and

**WHEREAS**, D.R.A. and Rottlund/Declarant wish to add the real estate described as:

Lots 12 through 34, inclusive, and Outlot "V", Greenview Crossing  
Plat 3, an Official Plat, now included in and forming a part of the City  
of Ankeny, Polk County, Iowa,

to the terms of the Declaration; and

**WHEREAS**, all of the above-referenced lots are wholly included within the real estate described on Exhibit B attached to the Declaration which references the real estate that may be added to the terms of the Declaration.

**NOW, THEREFORE**, in consideration of the ability to amend the Declaration as is described herein and in Article VIII thereof, D.R.A. and Rottlund/Declarant hereby declare that Lots 12 through 34, inclusive, and Outlot "V", Greenview Crossing Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa, shall be subject to and governed by the terms of the Declaration of Covenants, Conditions, Easements and Restrictions for Greenview Crossing referenced above in all respects.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective upon its filing with the Polk County Recorder.

D.R.A. PROPERTIES, L.C.

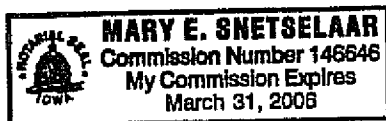
ROTTLUND HOME OF IOWA, INC.

By: Tara Meredith  
Name: Tara Meredith  
Title: Secretary

By: \_\_\_\_\_  
S. W. Theis, President

STATE OF IOWA :  
: SS  
COUNTY OF POLK :

On this 4 day of December, 2003, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Tara Meredith, to me personally known, who being by me duly sworn, did say that he/she is the Secretary of D.R.A. Properties, L.C., and that said instrument was signed on behalf of said D.R.A. Properties, L.C. by authority of its Members and Manager; and the said Tara Meredith acknowledged the execution of the instrument to be the voluntary act and deed of said limited liability company, by it and by him/her voluntarily executed.



Mary E. Snetselaar  
Notary Public in and for the State of Iowa

STATE OF IOWA :  
: SS  
COUNTY OF POLK :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **S.W. THEIS**, to me personally known, who being by me duly sworn did say that he is the President of Rottlund Homes of Iowa, Inc., a Minnesota Corporation, that no seal has been procured by said Corporation; that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; and that the said **S.W. THEIS**, as President, 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

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective upon its filing with the Polk County Recorder.

D.R.A. PROPERTIES, L.C.

ROTTLUND HOME OF IOWA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: S. W. Theis  
S. W. Theis, President

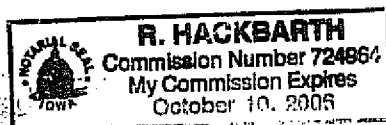
STATE OF IOWA :  
: SS  
COUNTY OF POLK :

On this \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of D.R.A. Properties, L.C., and that said instrument was signed on behalf of said D.R.A. Properties, L.C. by authority of its Members and Manager; and the said \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of said limited liability company, by it and by him/her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA :  
: SS  
COUNTY OF POLK :

On this 3 day of December, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **S.W. THEIS**, to me personally known, who being by me duly sworn did say that he is the President of Rottlund Homes of Iowa, Inc., a Minnesota Corporation, that no seal has been procured by said Corporation; that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; and that the said **S.W. THEIS**, as President, acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him voluntarily executed.



R. Hackbart  
Notary Public in and for the State of Iowa

**Greenview Crossing  
Master Homeowners Association**

**Greenview Crossing Master Association By-Laws**

(Dated February 26, 2001)

BY-LAWS OF  
GREENVIEW CROSSING MASTER ASSOCIATION, INC.  
(An Iowa Non-Profit Corporation)

ARTICLE I

Section 1. Name. The name of the corporation is Greenview Crossing Master Association, Inc.. The Association is formed pursuant to Chapter 504A, Code of Iowa (1999), as amended, the "Iowa Non-Profit Corporation Act", and laws amendatory thereof and supplemental thereto.

Section 2. Definitions. All capitalized terms herein shall have the definition attributed to them in the Declaration of Covenants, Conditions, Easements, and Restrictions for Greenview Crossing to be filed with the Recorder of Polk County, Iowa that will relate to all lots in Greenview Crossing Plat 1 and Plat 1a as well as other lots in the Greenview Crossing development located in Ankeny, Polk County, Iowa.

Section 3. The Articles of Incorporation of the Association were filed in the Office of the Secretary of State of the State of Iowa on February 26, 2001.

Section 4. Membership and Voting. The membership of the Association shall consist of the Owners of the Lots within the Development known as Greenview Crossing as is more fully set forth in the Declaration. Membership in the Association shall be appurtenant to and shall not be separated from any Lot. A person shall cease to be a member of the Association at such time as that person ceases to be an Owner of a Lot. Voting rights shall be allocated pursuant to the Declaration. Where there is more than one Owner of a Lot such as a contract seller, joint tenant or tenant in common, all of such Owners shall be members of the Association and the vote allocated to the Lot in accordance with the Declaration and these By-Laws shall be cast as the Members among themselves may determine and signify in writing to the Association but in no event shall more than one vote be cast with respect to any Lot nor shall the vote allocated to a Lot be split or otherwise cast separately by the Members, except that the votes allocated to any owners of properties contained within a Sub-Association member shall have their Sub-Association votes cast as described in the Declaration. Where there is more than one owner of a Lot, the Owners thereof shall notify the Secretary of the Association, in writing of the name of the Owner who has been designated to cast the vote attributable to that Lot, on behalf of all of the Members of that Lot. If the owners of a Lot cannot agree on the Member who is to be designated to cast the vote attributable to the Lot owned by such Members, or on the manner in which such vote is to be cast, the Members shall submit such dispute to the Board of Directors of the Association. The Board of Directors shall resolve such a dispute in a manner determined by the Board of Directors to be fair and equitable and such determination shall be binding on said Members. Membership in the Association shall automatically pass when the ownership of a Lot is transferred in any manner.

Section 5. Registration of Member. It shall be the duty of each Member to register with the Secretary of the Association in writing (i) the name and address of such Member; (ii) the nature and satisfactory evidence of such Member's interest or estate in the Lot; and (iii) the addresses at which such Member desires to receive notice of any duly called meeting of the Members. If a Member does not register as provided in this paragraph, the Association shall be under no duty to recognize the rights of such person hereunder, and shall not recognize such person's right to vote as provided herein, but such failure to register shall not relieve a Member of any obligation, covenant or

restriction under the Declaration or these By-Laws. If there is more than one Member of a Lot, each must execute the registration as provided in this paragraph.

## ARTICLE II

### Members

Section 1. Place of Meeting. Meetings of Members and Directors of the Association may be held at such places within the State of Iowa, as may be designated by the Board of Directors.

Section 2. Annual Meeting. The first annual meeting of the Members shall be held within one (1) year after the recording of the Declaration, on a date established by the first Board of Directors. Each subsequent regular annual meeting of the Members shall be held at least once each year on the same day of the same month of each year thereafter (unless the Board of Directors designates a different date for annual meetings), at such hour as may be designated by the Secretary in the notice of said meeting, as hereinafter provided. At each annual meeting, the Members shall, subject to the provisions of Article III, Section 2 hereof, elect members to the Board of Directors from among themselves and shall transact such other business as may properly come before the meeting.

Section 3. Special Meetings. Special meetings of the Members may be called for any purpose at any time by the President or by the Board of Directors, on their own initiative or upon the delivery of a written request signed by Members of Lots to which is assigned 25% or more of the votes of any class of membership in the Association to either the President or the Secretary, stating the purpose of the special meeting. No business shall be transacted in a special meeting of the Members except as stated in the notice of the meeting, as hereinafter provided.

Section 4. Notice of Meetings. At least fifteen (15) days in advance of any meeting, the Secretary of the Association shall send to each Member a written notice of the time, place and complete agenda of the meeting which is the subject of such notice. Such notice shall be hand delivered or sent by United States mail, to all Members of record at the address of their respective Lots and to such other addresses as any Members may have designated in writing to the Secretary. Members of record shall be those Members who are registered with the Secretary as provided in Article I, Section 4, on a date specified by the Board of Directors (the "Record Date"). Such Members of record shall be entitled to notice of any duly called meeting of the Members; provided, that the Board of Directors may not specify a Record Date which is more than thirty-five (35) days prior to the date of an annual meeting or no more than twenty (20) days prior to the date of a special meeting. A Member may at any time waive notice of any meeting by a signed writing or by attendance at the meeting.

Section 5. Quorum and Adjournment. The presence of Members in person or represented by proxy who have the authority to cast ten percent (10%) of the total of the votes of all members of the Association shall be requisite for and shall constitute a quorum at all meetings of the Association for the transaction of business except that of adjourning the meeting to reconvene at a subsequent time and except as otherwise provided by law. If, however, such percentage shall not be present or represented at any such meeting, the Members entitled to vote thereat, present in person

or by proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present, at which time any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present. The Quorum, having once been established at a meeting, shall continue to exist for that meeting, notwithstanding the departure of any member previously in attendance in person or by proxy.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot or by the Member's personal attendance at the meeting.

Section 7. Voting Register. At the beginning of each meeting of the Members, the Secretary shall deliver to the Chairman for the meeting a written list of the Lot numbers, the respective name or names of the Members entitled to notice of such meeting, and the respective name of the person (in the case of multiple Members) authorized to vote.

Section 8. Order of Business. The order of business at annual meetings of the members, and at such other membership meetings of the Members as may be practical, shall be as follows:

- a. Presenting of Voting Register, proxy certification and establishment of a quorum.
- b. Appointment by the Chairman of inspectors of election as determined by the Chairman or when requested by a Member of the Board of Directors.
- c. Election of Members of the Board of Directors.
- d. Adjournment.

Section 9. Manner of Voting. All elections and all questions shall be decided by the concurring vote of the Members who are entitled to cast a majority of the votes represented by all Members present in person or by proxy at a meeting, except as otherwise specifically provided in the Declaration and these By-Laws. Cumulative voting shall not be permitted.

## ARTICLE III

### Board of Directors

Section 1. Number and Qualification. The first Board of Directors shall consist of the persons designated as Directors in the Articles of Incorporation of the Association, who need not be Members. Upon the ending of the terms of the first Board of Directors, the Board of Directors shall be composed of no more than twenty (20) nor less than two (2) Directors, all of whom shall be Members; or, in the case of ownership of a Lot by a partnership, shall be partners or employees of such partnership; or, in the case of ownership of a Lot by a corporation, shall be officers or employees of such corporations; or, in the case of ownership of a Lot by a fiduciary, shall be officers or employees of such fiduciary. As a part of the Board of Directors, the President of each Sub-



Association Member shall be entitled to a position on the Board of Directors without further election. Each such Sub-Association Member President shall be empowered to vote all of the votes allocated to that particular Sub-Association Member in one block.

Section 2. Term of Office. Notwithstanding the right to remove a Director under Section 9 of this Article, and notwithstanding anything else herein contained, Declarant may elect the members of the Board of Directors of the Association so long as the Declarant retains any interest in any of the properties pursuant to the Option Agreement with D.R.A. Properties, L.C. dated June 15, 2000 (Option Agreement). At such time, if any, as the Declarant has failed to exercise its next available option pursuant to the Option Agreement, and the Declarant owns no lots, all such voting control and authority shall automatically transfer to DRA and, thereafter, DRA as successor Declarant, shall have all authority as is granted to Declarant herein. At such time as neither Declarant or DRA have any ownership interest in any of the properties, all Directors elected by the Declarant shall resign from the Board of Directors. Upon the resignation from the Board of Directors of all Directors elected by the Declarant, Directors shall be elected using staggered terms of office with approximately half of the Directors being elected at that time serving for a one-year term with the remainder serving for a two-year term. At each annual meeting thereafter, Directors shall be elected to a two-year term as successors to the Directors whose terms are then ending. The term of the Member of the Board of Director shall expire upon the election of a successor at any annual meeting of the Members. A Director shall hold office until he shall resign and his resignation shall have become effective, or until a qualified successor has been elected and shall have accepted the office, or until the Directors have been removed in accordance with the provisions of these By-Laws. The Board of Directors elected by the Declarant shall have the power to adopt the By-Laws of the Association, to elect officers, to establish a schedule of assessments and shall have generally the powers and duties of the Board of Directors as set forth herein and in the Declaration.

Section 3. Election. The Directors being elected upon the resignation from the Board of Directors of all Directors elected by the Declarant shall be elected in one (1) voting. Each Lot shall be entitled to cast the number of votes that correspond to the number of Director's positions available to be filled by the election. The candidates shall stand for either a one-year term or a two-year term in order to allow the staggered annual elections described above. Each Sub-Association Member shall have its votes cast by its President pursuant to the number of votes allocated in the Declaration, as amended. No votes may be cast cumulatively and, if cast, must be cast separately for each of the positions available to be filled by the election.

Section 4. General Powers. The Board of Directors shall manage the property, affairs and business of the Association. Specifically, and without limited the generality of the foregoing, the Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations to effectuate the objectives set forth in the Declaration and pursuant to such other matters as are necessary or desirable to the harmonious use and enjoyment of the Greenvue Crossing Development, with copies of all such rules and regulations being made available to all Members.
- (b) Suspend the voting rights of a Member during any period in which such Member shall be in default of the payment of any assessment levied by the Association. Such

rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

- (c) Supervise the operation, maintenance, repair and replacement of all items that are the responsibility of the Association as "Master Association" pursuant to the Declaration;
- (d) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by law or by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (e) Authorize the making of any contracts, leases, management contracts, employment contracts or leases of recreational areas or facilities on behalf of the Association, engage the services of and discharge a manager, managing agent, independent contractor or other employees as they deem necessary, and determine the duties and compensation of such persons.
- (f) Exercise the irrevocable right to have access to each Lot from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any item that is the responsibility of the Association pursuant to the Declaration or at any time for making emergency repairs then necessary to prevent damage to any Lot or Living Unit.
- (g) Determine the amount to be assessed for general annual assessments and special assessments which shall include all ordinary or extraordinary and necessary expenses for the operation and the repair, replacement and maintenance of the Properties, and the establishment of a reserve for future repair, replacement and maintenance of the Properties;
- (h) Levy and collect the assessments from the members;
- (i) Open bank accounts on behalf of the Association and designate signatories required therefor;
- (j) Obtain insurance for the Association pursuant to the provisions of the Declaration; and
- (k) Dedicate or transfer easements for public utilities or other public purposes consistent with the Declaration.

Section 5. General Duties. In addition to and without limitation of the powers and duties assigned to the Board of Directors elsewhere herein by the Declaration, it shall be the duty of the Board of Directors to:

- (a) Contract for labor and materials needed to perform the obligations of the Association, pay for insurance, utilities and other expenses and perform the other duties of the Association as provided by law, the Declaration or as described herein, and assess the

costs thereof against the Members of the Association in the manner provided for by the Declaration. The Board shall include in the monthly assessments such amount as is necessary to accumulate an adequate reserve and may accumulate an additional reserve amount from time to time in anticipation of extraordinary expenses.

- (b) Cause to be kept detailed, accurate records in chronological order, of the receipts and expenditures affecting the Association, specifying and itemizing the maintenance, repair and replacement expenses relating thereto.
- (c) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid relating to a particular Lot. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (d) Prepare or cause to be prepared an annual report, a copy of which shall be provided to each Member with the notice of each annual meeting and shall be available to each Member at the annual meeting, showing the financial affairs of the Association, and containing at a minimum the following:
  - (i) A statement of any capital expenditure in excess of two percent (2%) of the current budget or Five Thousand Dollars (\$5,000.00), whichever is greater, anticipated by the Association during the current year or succeeding two (2) fiscal years;
  - (ii) A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated by the Board for any specific project;
  - (iii) A copy of the Statement of Financial Condition for the Association for the last fiscal year;
  - (iv) A statement of the status of any pending suits or judgments in which the Association is a party;
  - (v) A statement of the insurance coverage provided by the Association; and
  - (vi) A statement of any unpaid assessments levied by the Association on individual Lots, identifying the Lot number, the amount of the unpaid assessment and its due date.

Any Member of the Association shall have the right, upon reasonable notice to the Treasurer, to review the accounts and financial records of the Association. If the Association does not elect to include an audit as a part of the Association's annual budget, one or more Members may call for an audit of the affairs of the Association by written notice to the President. If the audit shall disclose errors of three percent (3%) or greater in any figures contained in the most recent statements issued by the Board, the Association shall bear the expense of the audit. If no such error of three percent

(3%) or greater shall be established by the audit, the member or members requesting the audit shall bear the entire expense thereof, which shall be a lien upon their individual Lots until paid.

Section 6. Limitation of Authority. Anything herein or in the Declaration to the contrary notwithstanding, unless specifically authorized herein or in the Declaration, the Board of Directors shall have no authority, except as may specifically be granted by the majority (or such higher number as may otherwise be required hereunder, or by the Declaration) of the Members present in person, or by proxy, at a meeting hereof, to do any of the following:

- (a) Purchase any Lot except that the Board of Directors may accept any Lot surrendered to it for unpaid assessments and may purchase a Lot at any sale held pursuant to foreclosure for unpaid assessments provided that the Board of Directors shall not, unless authorized by the members, bid, at any such foreclosure sale, any amount in excess of the total of the delinquent assessment on account of which the foreclosure sale is being held, any interest thereon and other costs related thereto which are, pursuant to the Declaration, and hereunder, collectible from the Member of such Lot.
- (b) Levy or assess any expense or cost except as previously described herein and in the Declaration.

Section 7. Resignation. A Director of the Association may resign at any time by giving written notice to the Board of Directors, such resignation to take effect at the time of such notice or at any later date or time specified therein. Unless otherwise specified therein, acceptance of a resignation shall not be necessary to make it effective.

Section 8. Vacancy. A vacancy in the Board of Directors caused by resignation, death, disqualification, removal or any inability to act shall be filled by the Board of Directors and such action shall be valid notwithstanding the fact that the number of Directors then in office is less than the number specified herein.

Section 9. Removal. Any Director or all Directors, except the members of the first Board of Directors, may be removed at any time with or without cause by a majority vote of a quorum of the Members at any annual or special meeting of the Association. A Director shall be automatically removed without a meeting or other action of the Members on the date of closing of any sale or transfer of his Lot or on the date of transfer of possession thereof in connection with any such sale or transfer, whichever occurs earlier.

Section 10. Regular Meeting. The regular annual meeting of the Board of Directors shall be held without notice at the place, and immediately following the adjournment of the annual meeting of the Members of the Association, to transact such business as may properly come before the Board.

Section 11. Special Meetings of the Board of Directors. Special meetings of the Board of Directors shall be held upon written request of the President or of any Directors, stating the purpose or purposes thereof. Notice of such meeting shall be given by mail or telegraph to each Director, addressed to him at his residence or usual place of business at least three (3) days before the day on

which such meeting is to be held. Every such notice shall state the time, place and purpose of the meeting. No business other than that stated in the notice shall be transacted at said meeting without the unanimous consent of the Directors.

Section 12. Quorum and Manner of Acting. Except as otherwise provided by statute, the Declaration or these By-Laws, a majority of the Directors in office at the time of any meeting of the Board of Directors shall constitute a quorum for transaction of business at such meeting and the act of a majority of the Directors present at any such meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the Directors present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum be had.

Section 13. Waiver of Notice. Notice of a special meeting may be waived by any member of the Board of Directors in writing and shall be waived by attendance at such meeting in person or by attorney.

Section 14. Action Taken Without a Meeting. Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if authorized in a writing or writings signed by all of the Directors.

Section 15. Fidelity Bonds. The Board shall require that all officers, directors, employees and representatives of the Association, and all officers, employees and agents of any management agent employed by the Association, handling or responsible for the Association funds, shall furnish adequate fidelity bonds. Such fidelity bonds shall be in such amount as the Board of Directors deem appropriate but not less than the greater of either the estimated maximum amount of funds (including reserve funds) in the custody of the Association or management agent at any given time or a sum equal to three (3) months assessments on all Lots plus reserve funds. Such bonds shall name the Association as an obligee, shall contain waivers of defenses based on exclusion of persons serving without compensation and shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association and each holder of a first mortgage on any Lot. The premiums on such bonds shall be a part of the general annual assessment.

Section 16. Compensation. No Director shall receive compensation for any service he may render in his capacity as a member of the Board of Directors unless such compensation is approved at a meeting of the Members. However, any Director may be reimbursed, by resolution of the Board of Directors, for his actual expenses incurred in the performance of his duties as a Director.

## ARTICLE IV

### Architectural Committee

The Association, through its Board of Directors, shall appoint an Architectural Committee, as provided in the Declaration, a nominating committee for the nomination of all positions on the Board of Directors as well as such other committees as the Board deems appropriate in carrying out its purposes.

## ARTICLE V

### Officer and Their Duties

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, and such assistant or other officers as the Board of Directors may designate. Each officer shall be selected by a majority vote of the Board of Directors at the meeting of the Board held immediately following the annual meeting of the membership. The offices of Secretary and Treasurer may be held by the same person. Otherwise, no person shall simultaneously hold more than one of these offices except in the case of special offices created pursuant to Board directive. The President and Vice President shall be selected from among the Board of Directors. Each officer shall continue in office until:

- (a) The next annual meeting of the Board and thereafter until a successor is elected; or
- (b) He shall resign with such resignation taking effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective; or
- (c) He shall no longer be a Member of the Association (provided that officers selected by the first Board of Directors need not be Members of the Association); or
- (d) He shall be removed as hereinafter provided. Vacant offices shall be filled by the Board.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

Section 3. Duties of Officers. The officers shall have the duties and responsibilities normally pertaining to their respective offices together with such specific duties as may be specified by the Articles of Incorporation, these By-Laws or the Board of Directors. The President shall preside over the meetings of the Board of Directors and of the Association of Members, shall have all of the general powers and duties which are normally vested in the office of President of a corporation and shall have the power to execute contracts and similar documents on behalf of the Association. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board. The Secretary shall record the votes and keep the minute book of the Association wherein minutes of all meetings and all resolutions and proceedings of the members and of the Board of Directors shall be recorded, and shall keep a record of the name and mailing address of each Member and the Lot or Lots in which he has an interest and shall give all notices required by the Articles of Incorporation of the Association, these By-Laws, or the Declaration. The Treasurer shall keep the financial records and books of account of the Association. The Treasurer shall have custody of all

intangible property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall deposit all moneys and other valuable effects in the name of or to the credit of the Association in such depositories as may be designated by the Board of Directors and shall disburse the funds of the Association as ordered by the Board of Directors and shall perform all other duties incident to the office of Treasurer. He shall furnish upon request of a Member, a statement as to the current account of the Member upon the assessment rolls of the Association. The Secretary shall also keep a record of the name and mailing address of each Member of a Sub-Association Member. Officers shall serve without compensation except for reimbursement for out-of-pocket expenses incurred in the performance of their duties. If desired by the Board, administrative tasks of the officers may be performed by a managing agent selected by the Board.

## ARTICLE VI

### Operation of the Property

Section 1. Budget; Levy. The Board of Directors shall from time to time, and at least annually in advance of the beginning of the Association's fiscal year, prepare a budget of expenses for the Association, including but not limited to, expenses relating to the obligations of the Association pursuant to the Declaration and shall allocate, assess and levy such expenses among the Members in accordance with the percentages and pursuant to the procedures specified in the Declaration. Upon the vote of the Board of Directors adopting a resolution which sets forth the budget and the allocation thereof to the Members, the amount so allocated to the owner of each Lot shall, without further resolution by the Board of Directors, be levied as the annual assessment against such Lot or against such Sub-Association Member, as the case may be, payable in equal monthly installments due on the first day of each month during the period covered by the Budget, without further resolution by the Board of Directors. The budget shall include those expenses set forth in the Declaration and these By-Laws and may include such other amounts as the Board of Directors may deem proper for the operation and maintenance of the Properties and all laws amendatory thereof and supplemental thereto; provided, however, that the assessment shall include an adequate reserve fund for maintenance, repair and replacement of items that must be replaced on a periodic basis, and shall, when practicable, be payable in regular installments. Contributions to any reserve funds established by the Association may not be withdrawn by any Member. The Board of Directors shall advise all Members in writing prior to the beginning of the period covered by the budget as to the amount of the monthly assessment payable by each of them, and shall, upon request by the Member, furnish copies of each budget on which such assessment is based to such Member and to his First Mortgage. The total of any budget shall be in the amount of the estimated expenses for the period covered thereby, including a reasonable allowance for contingencies and reserves, less the amounts of any unneeded account balances existing from the previous period's budget, and less any estimated payments to be received by the Association. If a budget is not made by the Board of Directors as required, a monthly assessment in the amount required by the last prior budget shall be due upon each monthly assessment payment date until changed by a new budget. In the event an annual or other budget proves to be insufficient, or in the event of extraordinary or unforeseen expenses, the budget and monthly assessments based thereon may be amended, or a special assessment levied, at any time by the Board of Directors. Any special assessment shall be assessed against the Members, shall be a lien on the Lots and shall be enforceable in the same manner as the

monthly assessments. Special assessments shall be payable in installments or lump sum, all as designated by the Board of Directors.

Section 2. Payment of Assessments. All Owner Members or Sub-Association Members, as the case may be, shall be obligated to pay the assessments described herein and levied by the Board of Directors pursuant to Section 1 of this Article VI. No assessment may be avoided in any fashion. Monthly assessments shall be due as provided in Section 1 of this Article and special assessments shall be due when designated by the Board of Directors. Any mortgagee acquiring a first mortgage interest from any owner of a Lot may, as a condition of the loan, include in the mortgage note or deed a requirement that the mortgagor, upon execution of the mortgage deed, make a monthly deposit with the mortgagee of an amount each month sufficient to pay when due and payable all assessments attributable to that Lot. The mortgage note or deed may further provide that a default in making such deposits shall be a default under the terms of the mortgage deed. In the event that mortgagee collects the monthly installments, such mortgagee shall remit the installments monthly on a current basis to the Association.

Section 3. Assessment Roll. The assessments against all Members shall be set forth upon a roll of the Lots which shall be available in the office of the Association or of any managing agent retained by the Association for inspection at all reasonable times by Members or their duly authorized representatives. Such roll shall indicate for each Lot the name and address of the Member or Members, the assessments for all purposes, and the amounts of all assessments paid and unpaid.

Section 4. Default in Payment of Assessments. In the event any Member does not make payment of an assessment on or before the date when due, such Members shall be obligated to pay interest on such assessment from the date due at the rate specified from time to time by the Board of Directors which shall not exceed the highest rate of interest which may be charged thereon pursuant to the laws of the State of Iowa relative to usury. In addition, such Member shall be obligated to pay all expenses, including reasonable attorneys' fees incurred by the Board in any proceeding brought to collect any such unpaid assessment, whether or not an action has been commenced with respect thereto. The right of a Member to pay the annual assessment in monthly installments is hereby made conditional on the prompt payment when due of such monthly installments. In the event of a default in the prompt payment of the monthly installments, the Board of Directors may, by written notice given to the default Member, accelerate the entire unpaid portion of the annual assessment, whereupon the same shall become immediately due and payable. Additionally, the Board of Directors shall have the right to withhold services from any defaulting Member. The Board of Directors, the Association and each individual Member shall have the right and duty to attempt to recover all assessments, together with interest thereon and the expenses of the proceeding, including reasonable attorneys' fees, in an action to recover the same brought against an Member, by foreclosure of the lien on a Lot, any statute amendatory thereof or supplementary thereto, or by another remedy available hereunder.

Section 5. Records. The Board of Directors shall cause to be kept at the Registered Office of the Association, or at such other place as the Board of Directors may determine, records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Members of the Association, names of the Members and names of any First Mortgagees who have requested the notice of default described in the Declaration and the Lot on



which such First Mortgagee holds a mortgage, and detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Properties. Such records shall be available for examination by the Members or mortgagees at convenient hours of weekdays. Separate accounts shall be maintained for each Lot, setting forth the amount of the assessments against the Lot, the date when due, the amount paid thereon and the balance remaining unpaid.

## ARTICLE VII

### Amendment to By-Laws

Section 1. These By-Laws may be amended by the affirmative vote of sixty-seven percent (67%) or more of the votes in the Association.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; in the case of any conflict between the Articles and the Declaration, the Declaration shall control except as to any corporate matters mandated by Iowa Corporate Law.

## ARTICLE VIII

### Indemnification of Officers and Directors

The Association shall indemnify and hold harmless every Director and officer, his heirs, executors and administrators, against all loss, costs, judgment and expense, including attorneys' fees, which may be imposed upon or reasonably incurred by him in connection with or arising out of the defense or settlement of any claim, action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association whether or not he is an officer or Director at the time of incurring such loss, cost, judgment or expense, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to have been guilty of willful or fraudulent conduct detrimental to the best interest of the Association or if the acts complained of were not in good faith, involved intentional misconduct or knowing violation of law or were a transaction in which the person derived an improper personal benefit. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Board of Directors has agreed on behalf of the Association that the person to be indemnified has not been guilty of willful or fraudulent conduct detrimental to the best interest of the Association in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a part of the general annual assessment. Nothing in this Section shall be deemed to obligate the Association to indemnify any Member who is, or has been, a Director or officer of the Association, with respect to any duties or obligations assumed or damages or liabilities incurred by him solely in his capacity as an Member.

## ARTICLE IX

### Miscellaneous

Section 1. Notices. All notices required hereunder to be given to the Association or the Board of Directors shall be sent via U.S. Mail, to the Board of Directors at the office of the Association or to such other address as may be designated by him in writing from time to time to the Association. All notices to First Mortgagees of Lots shall be sent by U.S. Mail to their respective addresses as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when deposited in the U.S. Mail, postage prepaid, except notices of change of address, which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provision hereof.

Section 4. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. No Corporate Seal. The Association shall have no corporate seal.

Section 6. Election Under Internal Revenue Code. The Board shall make and file all elections and documents required pursuant to the Internal Revenue Code, and any other applicable statute or regulation, in order to exempt from taxation, insofar as possible, the income of the Association consisting of assessments paid by Members.

Section 7. Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

The undersigned hereby certify that the foregoing By-Laws were adopted as the By-Laws of the Greenview Crossing Association, Inc., a non-profit corporation under the laws of the State of Iowa, by action of the Board of Directors at the first meeting thereof.

  
KERRY MCGUIRE,

Secretary

2-26-01

ATTEST:

  
MARK SIEGFRIED, President

2-26-01

**Greenview Crossing  
Master Homeowners Association**

Declaration of Covenants, Conditions and Restrictions for  
Lots 12 through 34,  
Greenview Crossing Plat 3 (Single Family)

(Filed January 20, 2004 Book 10356, Page:535)

Doc ID: 014452670013 Type: GEN  
Recorded: 01/20/2004 at 12:13:47 PM  
Fee Amt: \$71.00 Page 1 of 13  
Polk County Iowa  
TIMOTHY J. BRIEN RECORDER  
File# 2004-00088147  
BK 10356 PG 535-547

RETURN TO:

Prepared by and after recording return to: Streetar Cameron, 317 Sixth Avenue, Suite 300, Des Moines, Iowa 50309 (515) 243-8157

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LOTS 12 THROUGH 34, GREENVIEW CROSSING PLAT 3,  
AN OFFICIAL PLAT, NOW INCLUDED IN AND  
FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA  
(SINGLE FAMILY)**

THIS DECLARATION is made this 4<sup>th</sup> day of December, 2003, by D.R.A. PROPERTIES, L.C. (hereinafter referred to as "Declarant") as owner of the following described real estate and is joined in by ROTTLUND HOMES OF IOWA, INC. (hereinafter referred to as "Rottlund") as developer of the real estate described herein.

**W I T N E S S E T H:**

**WHEREAS**, Declarant is the owner of real estate in Polk County, Iowa described as Lots 12 through 34, Greenview Crossing Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa (hereinafter referred to as the "Property"); and

**WHEREAS**, Declarant and Rottlund desire to develop the Property and to establish certain Covenants, Conditions and Restrictions for the benefit of Owners within the Property.

**NOW, THEREFORE**, Declarant, by the execution and recording of this document, hereby declares that the Property shall be held, maintained, occupied, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth herein.

**ARTICLE I**  
**General Use Restrictions and Building Specifications**

Lots 12 through 34, Greenview Crossing Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa ("Property") shall be held, maintained, occupied, sold and conveyed subject to the following Covenants, Conditions and Restrictions, as well as those Covenants, Conditions and Restrictions set forth elsewhere in this Declaration:

A. Single Family Residence.

The use of Lots shall be limited to single family residential use. The term "single family" shall have the same meaning under this Declaration as contained in the City of Ankeny Zoning Ordinance. Uses of land or structures customarily incidental, accessory and subordinate to the single family residential use as permitted by the City of Ankeny ("City") Zoning Ordinance are permitted unless prohibited or otherwise regulated by this Declaration.

B. No Playhouses, Sheds or Outbuildings.

No playhouses, sheds, or outbuildings shall be allowed at any time. As is set forth in the CCR's, no structure of a temporary character or any trailer, basement, tent, shack, garage, barn or other building shall be maintained on the property at any time as a residence or storage facility, either temporarily or permanently, except for a sales trailer, construction trailer, outside dumpsters, storage trailers or trash containers being used during the construction and/or sales process for the property.

C. Garages.

All dwellings shall have at least a two-car attached garage.

D. Fences and Hedges.

No fences, walls, or barriers shall be permitted upon Lots or property lines except as follows:

1. Fences, walls or barriers shall be permitted only along rear Lot lines and side Lot lines behind the dwelling (rear yard) but they shall not exceed eight (8) feet in height.

2. The fence screening material, shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence of any kind shall be permitted. All fences shall be kept in good repair and attractive appearance.

E. Trees.

The knocking down or cutting down of trees should be limited to the minimum needed for construction on a Lot or the removal of diseased or dead trees.

F. Utility Meters.

Utility meters shall be hidden architecturally or through the use of remote reading devices.

G. Mailboxes.

All mailboxes shall be uniform in appearance, size, type, location, design, color and materials and shall be provided by Lot Owners within the Property and maintained by Owners in accordance with guidelines, rules and regulations established by the Board of Directors of the Association.

H. Measurement of Setbacks.

The minimum setbacks as specified in this Declaration shall be measured from the Lot line from which the setback is being measured to the nearest building or structure. No buildings or structures (except for permitted fences or mailboxes) shall be constructed or maintained within the required minimum setback area. The definition of the terms "front yard", "side yard", "rear yard", "building", "structure" or other similar term relating to setbacks shall be the same as that definition contained in the City of Ankeny's Zoning Ordinance now or in the future.

I. Utilities.

All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and maintained underground except for that portion which utility companies customarily require to be above ground in the immediate proximity of any exterior utility meter.

J. Security Lighting.

Security or decorative lighting for driveways, parking and other areas shall be designed, located and directed in a fashion which will avoid direct lighting onto adjoining Lots.

K. Paving of Driveways.

All parking and driveway areas shall be hard surfaced, using a suitable thickness of Portland cement, brick pavers, stamped concrete or asphalt. The driveway shall extend to the public street and be of sufficient length to accommodate the back-to-back parking of at least two standard size sedan automobiles without encroaching on the street right-of-way.

L. Hydromulch Seeding or Sodding.

The front yard of all Lots shall be sodded. All other portions of a Lot not occupied by structures, walkways, driveways, parking or landscaping, which have not otherwise been sodded as front yard, shall be sodded or Hydromulch seeded within ninety (90) days after completion of construction on a Lot unless weather conditions make this requirement impossible to meet, in which event such sodding or Hydromulch seeding shall be completed as soon as weather permits thereafter. If the sodding or Hydromulch seeding is not fully successful, the affected area shall be re-sodded or re-Hydromulch seeded.

M. Garbage Cans, Firewood and Equipment.

Items such as garbage cans, firewood, clotheslines, lawn or garden equipment, building materials and other similar items shall be stored out of public view. Garbage or trash receptacles may be placed curbside the evening before pick-up and shall be returned to acceptable storage out of public view by the evening of the day of pick-up. Furthermore, any repair of motorcycles, automobiles, vehicles, boats or equipment shall be done out of public view. The term "out of public view" as used in this paragraph or elsewhere in this Declaration shall mean that the item in question cannot be seen from any street or from any other Lot.

N. No Offensive Vehicles.

No vehicles offensive to the neighborhood shall be stored, parked or abandoned on any Lot or street. Nothing in this paragraph, however, shall prohibit the parking of usual and customary construction equipment and vehicles during the time construction takes place on a Lot or street.

O. Boats and Equipment.

No boat, snowmobile, tractor, recreational vehicle, camper, trailer, auto-drawn or mounted trailer of any kind, truck, aircraft, camper truck or similar equipment shall be maintained, stored or parked on any Lot unless it is stored or parked out of public view. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading, excavating equipment, commercial vehicles, or semi-tractor/trailers shall be parked, stored, kept or maintained in any yards, driveways or street. However, this section shall not apply to pick-up trucks or customary sport utility vehicles (SUV). In addition to the foregoing, this section shall not apply to temporary parking of commercial vehicles or excavating equipment which are necessary for construction on a Lot.

P. No Temporary Structures or Mobile Homes.

There shall be no occupancy or use of temporary structures or partially completed structures. No home or other building shall be moved onto any Lot. No mobile homes, prefabricated homes, modular or factory manufactured homes shall be permitted at any time. All homes and buildings shall be "stick built" on site.

Q. Architectural Character.

The architectural character of any structure shall be in harmony with, and compatible with, other structures located on the Property as well as the neighboring area and environment and also meet the building standards described below in Article II.

R. Exterior Foundations.

Exterior foundations exposed above finish grade which are not faced with brick or stone shall be painted to match the rest of the structure; provided, however, that in no event shall any exterior foundation be exposed more than twelve (12) inches above finish grade which is not faced with brick or stone.

S. Swimming Pools.

Above-ground swimming pools or non-permanent swimming pools are prohibited. Below ground swimming pools shall be allowed; however, the Lot Owner shall be responsible to provide proper security fencing completely surrounding the pool meeting governmental safety requirements.

T. Satellite Dish.

A satellite earth station antenna or parabolic device used to receive television or telecommunication signals from satellites (Satellite Dish) shall be permitted only if it meets the following requirements:

1. The Satellite Dish shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in an acceptable fashion;
2. The Satellite Dish shall not exceed one meter in diameter or as measured diagonally;
3. The Satellite Dish shall be installed and maintained in accordance with rules and regulations as may be adopted from time to time by the Board of Directors of the Homeowners' Association. In no event, however, shall the regulation of satellite dishes conflict with The Telecommunications Act of 1996, as amended, or other applicable Federal Act as well as any Federal Rules promulgated pursuant thereto. If there is a conflict between Federal law and the terms of this subparagraph U or the terms of any regulations adopted by the Declarant or the Homeowners' Association, the terms of the Federal law shall control.

U. No Dog Runs or Dog Houses.

No fenced dog runs or dog houses shall be allowed on the Property.

V. Towers.

No home amateur ("ham") radio tower or other communication tower, mast or pole of any kind shall be constructed or maintained on any Lot; provided, however, that a video communication tower or mast may be constructed and maintained on a house or building if the tower, mast or antenna does not extend higher than twelve (12) feet above the roof line of the home. If there is a conflict between The Telecommunication Act of 1996, as amended, and the Federal Regulations promulgated pursuant thereto and the terms of this subparagraph W, the terms of the Federal law shall control.

W. No Noxious Activities; Livestock.

No noxious or offensive activity, sound, vibration, noise or odors shall be permitted on or to escape from any Lot, nor shall anything be maintained or done thereon which is or may become an annoyance, offensive or a nuisance either temporarily or permanently. No animals, livestock, pigs, snakes or poultry of any kind shall be raised, bred or kept on any Lot or within any house or structure on a Lot except that domestic dogs (but not pit bull dogs or Rottweiler dogs), cats, and other small commonly accepted domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes or sale to the public and so long as they do not present any health or safety hazard or cause any offensive activity, sound, noise or odor. In no event, however, shall more than two (2) dogs (but not pit bull dogs or Rottweiler dogs) and two (2) cats be maintained on any one Lot. Dogs shall be tied, kept on a leash, fenced or kept in a dog run at all



times. Owners of dogs and cats shall promptly clean up after their pets, especially any droppings on sidewalks, streets, or neighboring Lots.

X. Maintenance of Lot.

The owner or person in possession of any Lot, whether vacant or improved, shall keep the Lot free of trash, litter and debris and shall keep the sodded or seeded portion of the Lot attractively mowed so that the grass and vegetation do not exceed six (6) inches in height. This mowing requirement, however, shall not apply to areas maintained in their natural state or to areas of the Lot where wildflowers are maintained. Each Owner of a Lot agrees that after he or she receives written notice given by certified mail, return receipt requested, or delivered in person by written notice, by the Declarant or the Association, such grass or vegetation shall be cut and trash, litter and debris removed within five (5) days of receipt of the notice. If the appropriate corrective action is not taken within five (5) days of receiving notice, the Association or the Declarant shall have the right (but not the duty) and easement to enter upon the premises and mow or cut the grass or vegetation or remove the offending trash, litter and debris. If the Association elects to mow or remove the trash, litter and debris from the offending Lot after giving the above-described notice, the Association shall have the right to assess the cost thereof against the offending Lot in the same fashion as other assessments are imposed on Lots by the Association and to establish a monetary penalty for breach of the maintenance requirement set forth in this paragraph.

Y. Home Business.

A customary home business or profession may be permitted so long as (i) it is conducted wholly within the residence, in compliance with any applicable zoning ordinance or other similar governmental regulation; (ii) it will not cause increased traffic, truck deliveries, or congestion within the Property; and (iii) there will be no outward indication, signs or otherwise, indicating the home business enterprise.

Z. Erosion Control.

All Lot Owners as well as their contractors or agents shall be responsible for implementing appropriate erosion control measures before, during and after any construction or excavation on a Lot. Such measures may include temporary sedimentation areas, silt fences and ground cover. If in the opinion of the Declarant or the Association erosion is not properly controlled, corrective action may be taken by the Declarant or the Association, and an automatic easement is hereby reserved and granted to implement the corrective action, and the actual costs thereof plus an administrative fee, as determined by the Association, shall be assessed against the offending Lot.

AA. Burning Prohibited.

No trash burning or burning of building materials, leaves, branches or other material shall be permitted on any Lot.

BB. Drainage.

Drainage from an Owner's Lot shall not adversely affect any other Owner, Lot, street or structure and each Owner shall indemnify and hold harmless all other Owners, the Declarant and the Association from and against any and all damages or liability caused by an Owner's violation of this paragraph regarding drainage. All grading must comply with the drainage plan approved by the City of Ankeny.

CC. Signs.

There shall be no signs posted on or within the Property except reasonable "For Sale" signs maintained by Declarant or maintained by any agents or brokers regarding sale of Lots by Owners. Reasonable signs identifying that a home is protected by a security system shall also be allowed. In no event shall any sign permitted by this paragraph be placed on or near any entrance feature to the Property or in the public right of way.

DD. Noise.

There shall be a limited noise level of thirty (30) decibels allowed to be emitted from any Lot when measured from any other Lot in the Property. Exceptions shall be lawnmowers, snow blowers, chainsaws, or other standard exterior maintenance equipment and construction work, for which levels may be higher but only between 6:00 A.M. and 10:00 P.M.

EE. Recreational Vehicles.

There shall be no recreational snow-mobiling or motorized off-road vehicle use or all-terrain vehicles use within the Property except directly to or from an Owner's residence and a destination outside of the Property. Such vehicles, however, may be used for the conveyance of emergency supplies or emergency transportation.

FF. No Change of Grade.

No person shall change the elevation of any easement area or interfere with any easement area shown on the plat of the Property or by separate instrument, including electric lines and utility easements nor construct or place any obstruction on or over the easement area.

GG. Subdividing Prohibited.

No Lot shall be subdivided, partitioned, replatted or in any way divided so as to create more than one parcel of real estate.

**ARTICLE II**

**Bulk Restrictions and Architectural Committee**

A. Minimum Square Footage.

Dwellings shall have a minimum square footage of finished areas as measured to the

exterior wall face of the finished areas as follows:

1. One story dwellings must have a main floor finished area of not less than 1200 square feet.
2. One and one-half story dwellings must have not less than 1600 square feet.
3. Two story dwellings must have not less than 1600 square feet.
4. Split-level or split entry dwellings must have not less than 1400 square feet, directly under the roof and a total finished area of at least 1600 square feet.
5. Any other styles or sizes not enumerated above shall not be permitted unless approved by the Board of Directors of the Association in its sole discretion.
6. All building structures and/or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

B. Computation of Square Footage.

In computing minimum square footage under this Article, porches, including three-season porches, and decks, breezeways, attics, garages and basements, even if finished, shall be excluded.

C. Architectural Committee.

All plans for construction on the Property shall first be approved by the Architectural Committee of the Association pursuant to Article VI of the CCR's and pursuant to the P.U.D. for Greenview Crossing as approved by the City of Ankeny, Iowa. The procedural requirements of Article VI of the CCR's shall be followed. The terms of the Greenview Crossing P.U.D. should be reviewed in detail.

### ARTICLE III Enforcement of Covenants

A. Legal Action.

These 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 these Covenants, Conditions and Restrictions apply, the Declarant, or the Association may bring an action in any court of competent jurisdiction to enforce these Covenants, Conditions and Restrictions 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. Any party successful in enforcing the terms of this Declaration shall be entitled to reimbursement of all reasonable attorney fees, court costs and costs of enforcement from the violator thereof.

B. Penalties.

In addition to the remedies described above in Paragraph A or elsewhere in this Declaration, the Greenview Crossing Master Association, Inc. (herein referred to as "Association") is hereby authorized to levy against any Lot in violation of these Covenants, Conditions and Restrictions an assessment penalty not to exceed \$50 for each day a violation 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 person. If the Owner of the Lot cannot be located after a diligent search or inquiry, or if the Lot Owner refuses delivery of notice, the Association shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Polk County, Iowa. If the Owner has not fully complied with the Covenants, Conditions and Restrictions within thirty (30) days of 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.

C. Delays in Enforcement.

No delay or omission on the part of the Association, the Declarant, or any Owner of land to which these Covenant, Conditions and Restrictions apply in exercising any rights, power or remedy herein allowed shall be construed as a waiver or acquiescence therein. No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against Declarant, or any officer, employee or agent thereof or the Association on account of any action or inaction under this Declaration.

D. Conflict with Governmental Regulations.

The Property subject to this Declaration shall also be subject to any and all applicable regulations of the County and any other governmental entities having jurisdiction including, but not limited to, zoning ordinances, subdivision ordinances, life safety and building codes, environmental health or sanitation regulations as well as other such regulations. Whenever there is a conflict between the provisions of these Covenants, Conditions and Restrictions and the ordinances, statutes or regulations of the County, State, or other applicable governmental entity having jurisdiction over the Property, or any portion thereof, that provision which is most restrictive shall be binding unless otherwise prohibited or preempted by law.

E. Conflict with CCR's.

The Property subject to this Declaration is also subject to the Declaration of Covenants, Conditions, Easements and Restrictions for Greenview Crossing dated February 26, 2001, filed February 26, 2001, in Book 8717, Page 010, of the records of the Recorder of Polk County, Iowa (herein referred to as "CCR's"). Whenever there is a conflict between this Declaration and the CCR's, the CCR's shall control unless the terms of this covenant are more restrictive.

F. Rules and Regulations.

The Board of Directors of the Association is hereby authorized to adopt rules and regulations pursuant to this Declaration to clarify any terms hereof, carry out the intent hereof, prescribe rules of conduct within the Property pursuant to this Declaration and to prescribe penalties for the breach of the rules and regulations or breach of this Declaration. The rules and regulations shall become effective upon a simple majority vote of Board members present at a Board meeting where a quorum is present.

G. Greenview Crossing Master Association, Inc.

Notice is hereby given that all owners of property subject to the terms of this Declaration shall be members of Greenview Crossing Master Association, Inc. pursuant to the CCR's referenced previously herein. Such membership includes, but is not limited to, the obligation to pay assessments to the Association, as is set forth in the CCR's.

**ARTICLE IV**  
**Term of Covenants: Severability**

A. Duration.

All of the foregoing Covenants, Conditions and Restrictions shall continue and remain in full force and effect at all times and as to the Property, regardless of how title was acquired, from the date of filing of this Declaration for a period of twenty-one years, with the ability, prior to the expiration of such twenty-one- year period, for the Declaration to be extended for additional periods of twenty-one years by the filing of a claim in accordance with Section 614.24 and Section 614.25 of the Code of Iowa (2003), as amended, or any successor statute. Greenview Crossing Master Association, Inc. is hereby appointed attorney-in-fact (coupled with an interest) on an irrevocable basis to file any notices, extensions or verified claims.

B. Homeowners' Association.

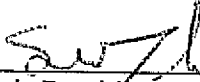
Termination of any or all of the Covenants, Conditions or Restrictions contained in this Declaration shall not operate in any way to terminate the Homeowners' Association and said Association and all functions and duties pertaining thereto shall remain in full force and effect pursuant to the Declaration creating the Association.

C. Severability.

In the event that any one or more of the terms or conditions of this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining Covenants, Conditions or Restrictions not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.




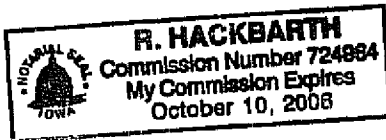
ROTTLUND HOMES OF IOWA, INC.

By   
S.W. Theis President

STATE OF IOWA :  
: SS  
COUNTY OF POLK :

On this 3 day of December, 2003, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared S.W. Theis, to me personally known, who, being by me duly sworn did say that he is President of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said S.W. Theis, 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



## CONSENT TO DECLARATION

The undersigned, Liberty Bank, F.S.B., hereby consents to the attached Building Restrictions and Restrictive Covenants for Lots 12 through 34, Greenview Crossing Plat 3 ("Building Restrictions"), and acknowledges that the terms of the undersigned's Mortgage of the undersigned filed December 3, 2001, in Book 9068, Page 26, shall be subordinate to the terms of the attached Building Restrictions.

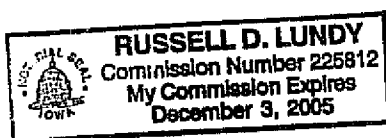
Dated this 1<sup>st</sup> day of December, 2003.

**LIBERTY BANK, F.S.B.**

By Bradley R. Sporrer  
Name: Bradley R. Sporrer  
Title: Vice President

STATE OF IOWA :  
: SS  
COUNTY OF POLK :

On this 1<sup>st</sup> day of December, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bradley R. Sporrer, to me personally known, who being by me duly sworn, did say that he is the Vice President of the corporation executing the within and foregoing instrument, that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Bradley R. Sporrer, as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Russell D. Lundy  
Notary Public in and for the State of Iowa



**Greenview Crossing  
Master Homeowners Association**

Amendment to Declaration of Covenants, Conditions and  
Restrictions for Lots 12 through 34,  
Greenview Crossing Plat 3 (Single Family)

(Filed August 5, 2005 Book 11213, Page:708)  
Amendment to the Restrictions of Article I.  
Amendment to the DCC&R filed January 20, 2004.

Doc ID: 017139870008 Type: GEN  
Recorded: 09/05/2005 at 12:26:47 PM  
Fee Amt: \$42.00 Page 1 of 8  
Polk County Iowa  
TIMOTHY J. BRIEN RECORDER  
File# 2005-00013678  
BK 11213 PG 708-715

**Type of Document:** CORRECTED AMENDMENT TO DECLARATION OF COVENANTS

ANGELA PAYSON 702 NE 40TH COURT ANKENY IA 50021 (515)313-6449

Preparer Information: (Individual's Name, Street Address, City, Zip, Phone)

Taxpayer Information: (Individual's Name, Street Address, City, Zip, Phone)

SAME AS ABOVE

Return Document to: (Individual's Name, Street Address, City, Zip, Phone)

**Grantors:**

**Grantees:**

**Legal Description:** SEE PAGE 2

**Book & Page Reference:**

★ Timothy J. Brien ★  
Polk County Recorder • 111 Court Avenue • Suite 250 • Des Moines, IA 50309-2251 • 515-286-3160  
www.co.polk.ia.us

*Prepared by and after recording return to: Angela Pavson, 702 NE 40<sup>th</sup> Court, Ankeny, IA 50021, (515)313-6449*

**CORRECTED AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR LOTS 12 THROUGH 34, GREENVIEW CROSSING  
PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART  
OF THE CITY OF ANKENY, POLK COUNTY, IOWA  
(SINGLE FAMILY)**

**THIS CORRECTED AMENDMENT** is made this 5<sup>th</sup> day of August, 2005 by the Owners of Lots 12 through 34, Greenview Crossing, Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa (hereinafter referred to as the "Property"). This Amendment relates to the Declaration of Covenants, Conditions, and Restrictions for Lots 12 through 34, Greenview Crossing Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County Iowa, and dated December 4, 2003, and filed January 20, 2004, in Book 10356, Page 535, of the records of the Recorder of Polk County, Iowa (hereinafter referred to as "Declaration").

**This Corrected Amendment is filed to replace the Amendment filed May 9, 2005, Book 11055 at Pages 933-937.**

**WHEREAS** Article IV, Section E, Page 11, allows for the Owners of Lots 12 through 34, Greenview Crossing, Plat 3 to make amendments by a two-thirds vote of the Lot Owners within the Property so long as neither Rottlund Homes Inc., nor D.R.A. Properties, L.C. own any of the Lots 12 through 34; and

**WHEREAS** neither Rottlund Homes Inc., nor D.R.A. Properties, L.C. own any of the Lots 12 through 34; and

**WHEREAS** the Owners of the Property so desire to amend the Declaration of Covenants, Conditions, and Restrictions for Lots 12 through 34, Greenview Crossing Plat 3;

**NOW THEREFORE, UPON CONDUCTING A VOTE** during the month of August, 2005, it was concluded that at least two-thirds of the Lot Owners within the Property agreed to the following amendments:

**Amend – ARTICLE I, SECTION B, Page 2 – No Playhouses, Sheds or Outbuildings.**

Playhouses and Sheds are allowed provided they are well-maintained by the lot owner. Sheds must be wooden or brick, no metal fabrication allowed, and must be in the same

color scheme as the home so as not to create a distraction, but to complement the home. If owner cannot maintain the structure, and if it poses to be an eyesore, then by a vote of 2/3 of the homeowners, the structure will be required to be removed.

**Amend – ARTICLE I, SECTION D, Page 2 – Fences and Hedges**

1. Fences, walls, or barriers shall be permitted only along rear Lot lines and side Lot lines as long as the fence begins anywhere from the mid-section of the side of the home and back.
2. The fence screening material shall be mounted on the exterior face of the fence posts or fence framing. Chain Link fences shall be permitted, however, only if they are vinyl coated as to maintain long-term appearance. No uncoated chain link fences shall be permitted at any time. All fences shall be kept in good condition and attractive appearance or may be required to be repaired, removed or replaced, after a 2/3 vote of homeowners.

**Amend – ARTICLE I, SECTION G, Page 2 – Mailboxes**

All mailboxes shall be provided by Lot Owners within the Property and maintained by Owners.

**Amend – ARTICLE I, SECTION O, Page 4 – Boats and Equipment**

Boats, trailers, campers can be stored on a lot as long as equipment is maintained in good condition and does not prove to be offensive (abandoned, falling apart, rusty in nature, etc.) Lot owners will be limited to storing one (1) vehicle on driveway of this nature. All snowmobiles, tractors, and experimental aircraft shall be stored out of public view in garages or sheds on the property. No commercial aircraft is to be stored on any property. Motor vehicles driven on a regular basis may be parked in the driveway; however, these may not be stored in the yard. No grading, excavating equipment, commercial vehicles, or semi-tractors or semi-trailers shall be parked, stored, kept or maintained in any yards, driveways or street. However, this section shall not apply to pick-up trucks or customary sport utility vehicles (SUV). In addition to the foregoing, this section shall not apply to temporary parking of commercial vehicles or excavating equipment which are necessary for construction on a Lot.

**Amend – ARTICLE I, SECTION S, Page 4 – Swimming Pools**

Above-ground swimming pools and below-ground swimming pools shall be allowed as provided by law or local ordinance; however, in any event, the Lot Owner shall be responsible to provide proper privacy fencing completely surrounding the pool meeting governmental safety requirements.

**Delete – ARTICLE I, SECTION U, Page 5 – No Dog Runs or Dog Houses.**

**Amend – ARTICLE I, SECTION W, Page 5 – No Noxious Activities; Livestock.**

No noxious or offensive activity, sound, vibration, noise or odors shall be permitted on or to escape from any Lot, nor shall anything be maintained or done thereon which is or may become an annoyance, offensive or a nuisance either temporarily or permanently. No animals, livestock, pigs, snakes or poultry of any kind shall be raised, bred or kept on any Lot or within any house or structure on a Lot except that domestic dogs (but not vicious dogs of any kind), cats, and other small commonly accepted domestic pets may be kept so long as they do not present any health or safety hazard or cause any offensive activity, sound, noise or odor. In no event shall more than two (2) dogs and two (2) cats be maintained on any one Lot. Dogs shall be tied, kept on a leash, fenced or kept in a dog run at all times. Owners of dogs and cats shall promptly clean up after their pets, especially any droppings on sidewalks, streets, or neighboring Lots.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective upon its filing with the Polk County Recorder.

By signing this document we, the majority of Owners of Lots 12 through 34, Greenview Crossing, Plat 3, acknowledge that we have received and approve of the preceding amendments to the Declaration of Covenants, Conditions, and Restrictions for Lots 12 through 34, Greenview Crossing Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County Iowa, and dated December 4, 2003, and filed January 20, 2004, in Book 10356, Page 535, of the records of the Recorder of Polk County, Iowa.

Lot Owners of Lots 12 through 34 of Plat 3:

Lots 12, 13, 14

Integrity Homes, Inc. by [Signature], pres.

8-5-05  
Dated

Lot 15

Ellen Wagner-Kerber

8/4/2005  
Dated

Continued on Next Page

Lot 16

Mirna

8/4/05  
Dated

Lots 17, 18, 29

Ann

8/5/05  
Dated

Lot 19

Terence

8/4/05  
Dated

Lot 20

Ann

8/5/05  
Dated

Lot 21

Elizabeth

8/4/05  
Dated

Lot 22

Don

8/5/05  
Dated

Continued on Next Page

Lots 23, 24

Dated

Lot 25

Joe Leonard

8/4/05

Dated

Lot 26

James H. Jones of Empire Builders, LLC

August 4, 2005

Dated

Lot 27

Shara L. Mery

8-4-05

Dated

Lot 28

Dated

Lot 29

X 31 E

Ben Jones

8/04/05

Dated

Continued on Next Page





Representative for the Property

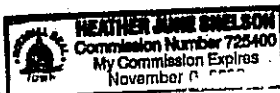
By:

Angela K. Payson  
Angela K. Payson - Representative/Lot Owner

STATE OF IOWA :  
: SS  
COUNTY OF POLK :

Dated this 5 day of August, 2005 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared ANGELA K. PAYSON, who being by me duly sworn, did state that she was appointed representative of the Lot Owners of Lots 12 through 34, Greenview Crossing Plat 3, and by the authority of said Lot Owners, the said appointed representative acknowledged the execution of the instrument to be her voluntary act and deed.

Heather Anne Swelson  
Notary Public in and for the State of Iowa



**Greenview Crossing  
Master Homeowners Association**

Warranty Deed – Lots A & B Greenview Crossing Plat 3

(Filed September 17, 2003 Book 10156, Page:334)  
Conveys streets in Plat 3 to City of Ankeny

11/5  
CLF  
RETURN TO:

WHEN RECORDED RETURN TO:  
NAME: CITY OF ANKENY, CITY CLERK  
ADDRESS: 410 WEST FIRST STREET  
CITY: ANKENY, STATE: IA ZIP: 50021-1037  
PHONE: 505-500-1000

Doc ID: 013667410001 Type: GEN  
Recorded: 09/17/2003 at 12:03:37 PM  
Fee Amt: \$18.00 Page 1 of 1  
Polk County Iowa  
TIMOTHY J. BRIEN RECORDER  
File# 2003-00040281  
BK 10156 PG 334

Prepared by ~~and after recording~~: Streetar Cameron, 317 Sixth Avenue, Suite 300, Des Moines, Iowa 50309 (515) 243-8157  
ADDRESS TAX STATEMENTS: City of Ankeny, City Administration Offices, 410 W. 1<sup>st</sup> Street., Ankeny, IA 50021

**WARRANTY DEED**  
(Limited Liability Company)

For the consideration of One Dollar (\$1.00) and other valuable consideration, D.R.A. PROPERTIES, L.C., a Limited Liability Company, organized and existing under the laws of the State of Iowa, does hereby convey to the CITY OF ANKENY, IOWA the following described real estate in Polk County, Iowa:

Lot A and Lot B, Greenview Crossing Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

Subject to Easements and Restrictions of Record, if any.

Exemption No. 4, transfer pursuant to proprietor's plat.

The Company hereby covenants with Grantees and successors in interest that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

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

Dated 9/19, 2003.

**D.R.A PROPERTIES, L.C.**  
(an Iowa Limited Liability Company)

By: Dennis Albaugh  
Dennis Albaugh, Manager

STATE OF IOWA :  
: SS  
COUNTY OF POLK :

On this 9<sup>th</sup> day of July, 2003, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Dennis Albaugh, Manager, to me personally known, who being by me duly sworn, did say that he is the Manager of D.R.A. Properties, L.C., and that said instrument was signed and sealed on behalf of said D.R.A. Properties, L.C. by authority of its Members and Manager; and the said Manager acknowledged the execution of the instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.



Tara Meredith  
Notary Public in and for the State of Iowa

Entered upon transfer books and for taxation the 18 day of Sept 2003. My fee \$18.00 collected by recorder.  
MICHAEL A. MAURO  
Auditor

**Greenview Crossing  
Master Homeowners Association**

**Warranty Deed – Outlot U Greenview Crossing Plat 3**

(Filed October 2, 2006 Book 11882, Page:498 & Book 11882, Page:500)  
Conveys Outlot U to the City of Ankeny – ownership of trail sidewalk.

12/5  
H. Chg

Doc ID: 019074490002 Type: GEN  
Recorded: 10/02/2008 at 12:17:09 PM  
Fee Amt: \$17.00 Page 1 of 2  
Polk County Iowa  
TIMOTHY J. BRIEN RECORDER  
File# 2007-00030495  
BK 11882 PG 498-499

**SPECIAL WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 105  
Recorder's Cover Sheet

**Preparer Information:** (name, address and phone number)  
Streeter Cameron, 317 6th Ave., Suite 300, Des Moines, IA 50309

**Taxpayer Information:** (name and complete address)  
City of Ankeny, Iowa  
410 W. 1st St.  
Ankeny, IA 50021

**Return Document To:** (name and complete address)

~~Streeter Cameron~~  
~~317 6th Ave., Suite 300~~  
~~Des Moines, IA 50309~~

**WHEN RECORDED RETURN TO:**  
**CITY OF ANKENY, City Clerk**  
**410 West First Street**  
**Ankeny, IA 50021**

**Grantors:**  
Rottlund Homes of Iowa, Inc.

**Grantees:**  
City of Ankeny, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:** \_\_\_\_\_

Streeter Cameron ISBA # 7895

**SPECIAL WARRANTY DEED**

For the consideration of \$1.00 (One) Dollar(s) and other valuable consideration, Rottlund Homes of Iowa, Inc. does hereby convey to City of Ankeny, Iowa the following described real estate in Polk County, Iowa:

Outlot U, Greenview Crossing Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

Subject to easements, restrictions and covenants of record, if any.

Consideration less than \$500.00.

Grantors do Hereby Covenant with Grantees and successors in interest to Warrant and Defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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.

Dated: 8-31-06

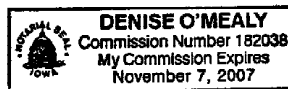
ROTTLUND HOMES OF IOWA, INC.

By: S.W. Theis  
S.W. Theis, President

STATE OF IOWA     )  
                              )     SS:  
COUNTY OF POLK    )

This instrument was acknowledged before me on 8/31/06, by S.W. Theis, President of Rottlund Homes of Iowa, Inc.

Denise O'Mealy  
Notary Public in and for the State of Iowa



2

7/5

Chy

Doc ID: 019074500001 TyDe: GEN  
 Recorded: 10/02/2006 at 12:17:43 PM  
 Fee Amt: \$12.00 Page 1 of 1  
 Polk County Iowa  
 TIMOTHY J. BRIEN RECORDER  
 File# 2007-00030496  
 BK 11882 PG 500

WARRANTY DEED RETURN TO:  
 CH. ANKENY, City Clerk  
 410 W. 1st Street  
 Ankeny, IA 50021

Streeter Cameron ISBA # 7895

~~Return Document To: Streeter Cameron, 317 6th Ave., Suite 300, Des Moines, IA 50309 Preparer~~  
 Information: Streeter Cameron, 317 6th Ave., Suite 300, Des Moines, IA 50309  
 Address Tax Statement: City of Ankeny, 410 W. 1st St., Ankeny, IA 50021

### WARRANTY DEED

For the consideration of \$1.00 (One) Dollar(s) and other valuable consideration, D.R.A. Properties, L.C.  
 does hereby Convey to City of Ankeny, Iowa the following described real estate in Polk County, Iowa:

Outlot U, Greenview Crossing Plat 3, an Official Plat, now included in and forming a part of the  
 City of Ankeny, Polk County, Iowa.

Subject to easements, restrictions and covenants of record, if any.

Consideration less than \$500.00.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by  
 title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is  
 free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and  
 Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the  
 undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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.

Dated: 9/1/06

D.R.A. Properties, L.C.

By: Tara Meredith

STATE OF IOWA )  
 )  
 COUNTY OF POLK ) SS:

This instrument was acknowledged before me on Sept. 1, 2006, by Tara Meredith  
Secretary of D.R.A. Properties, L.C..

Catherine Tyson  
 Notary Public in and for the State of Iowa



# **Greenview Crossing Master Homeowners Association**

## **Plat Maps of Greenview Crossing (For Reference, Plat Drawing Only)**

Plat 1 – Filed October 4, 2000 Book 8606, Page:751

Plat 1a – Filed January 10, 2001 Book 8679, Page:571

Plat 2 – Filed July 31, 2001 Book 8926, Page:179

Plat 3 – Filed September 17, 2003 Book 10156, Page:320

Plat 4 – Filed January 20, 2004 Book 10356, Page:524

Plat 5 – Filed April 27, 2004 Book 10502, Page:969





Book:8606 .Page:751

[illegible]

LOT ADDRESSES



## BULK REGULATIONS

8-18-00

Essential Use

P.U.D.

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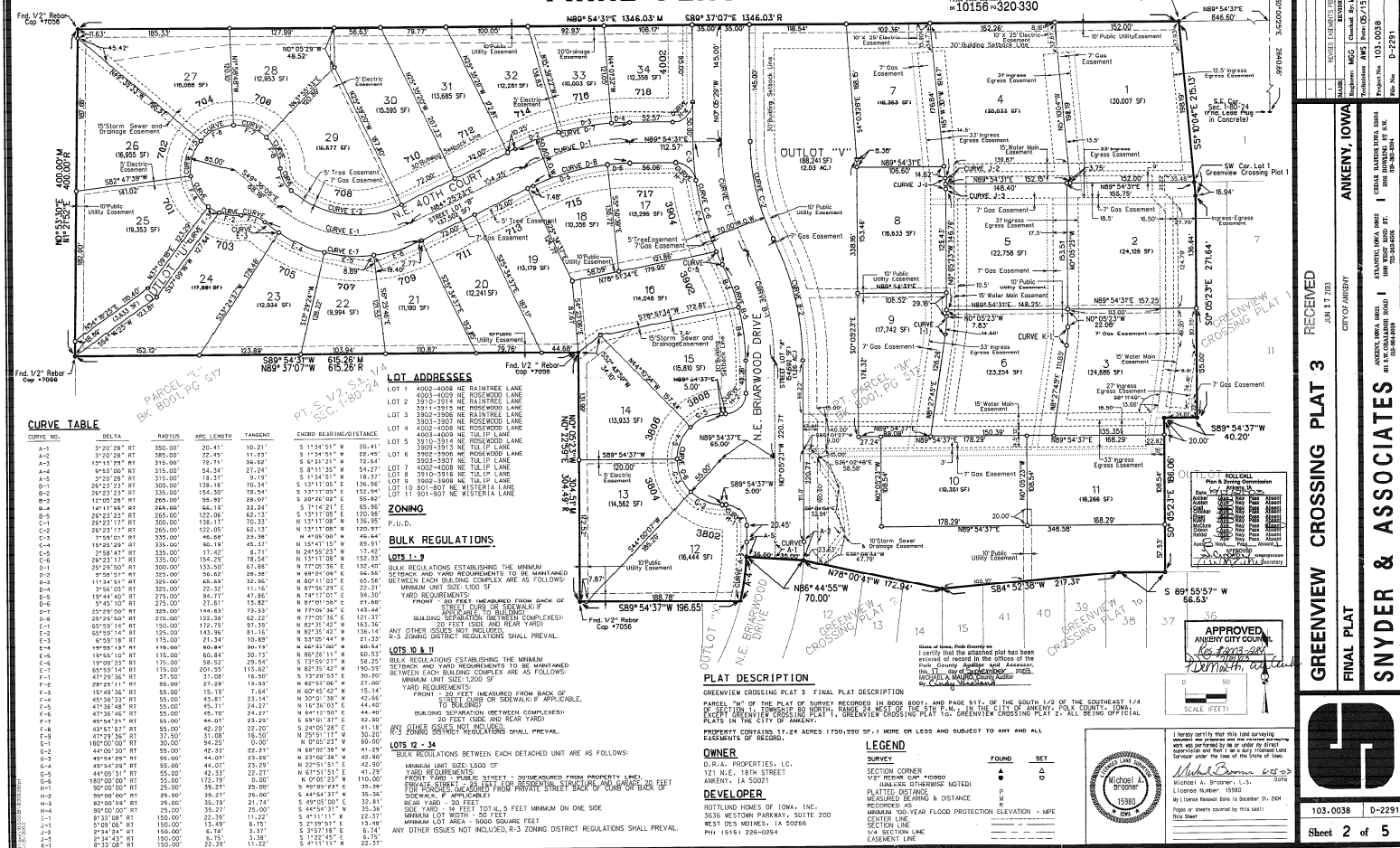
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Sheet 1 of 1



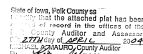
# GREENVIEW CROSSING PLAT 3

## FINAL PLAT





Doc ID: 014868770008 Ty08: FLT  
Recorded: 04/27/2004 at 09:34:43 AM  
Fax Art: 871.00 Page 1 of 8  
Pink County Seem  
TIMOTHY J. GREEN RECORDED  
FILE# 2024-00320717  
#10502 #969-976



4/19/04

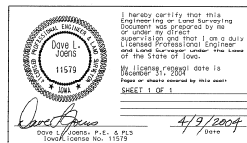
ROLL CALL					
Plan & Zoning Commission					
Amity, IA					
Date	2/20/17				
Arriver	Yes	No	Pass	Abstain	
Arvink	Yes	No	Pass	Abstain	
Chaff	Yes	No	Pass	Abstain	
Crocker	Yes	No	Pass	Abstain	
Finger	Yes	No	Pass	Abstain	
Hendel	Yes	No	Pass	Abstain	
McClure	Yes	No	Pass	Abstain	
Roberts	Yes	No	Pass	Abstain	
Stallard	Yes	No	Pass	Abstain	
Wright	Yes	No	Pass	Abstain	
APPROVED					
Chairperson					

<u>Found</u>	<u>Set</u>
▲	△
●	○
■	□
⊞	⊠
○CP	
●P	
●M	
●R	
●D	
●C	
●PE	

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
A-1	45° 00' 00"	150.00'	117.81'	62.13'	N 67° 35' 23" W 114.81'
A-2	32° 33' 46"	150.00'	85.25'	43.81'	N 73° 48' 30" W 84.11'
A-3	12° 26' 14"	150.00'	32.56'	16.34'	N 51° 18' 30" W 32.50'
B-1	03° 25' 34"	385.00'	23.02'	11.51'	N 43° 11' 50" E 23.02'
B-1 RECORD	03° 25' 34"	395.00'	23.02'	11.51'	N 43° 11' 50" E 23.02'

P. H. D.

LOTS 21 THRU 26 OF GREENVIEW CROSSING PLAT 2, BEING AN  
OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.  
PROPERTY CONTAINS 1.17 ACRES (51,025 S.F.) AND IS SUBJECT  
TO ANY AND ALL EASEMENTS OF RECORD.



SNYDER &amp; ASSOCIATES

401 S.W. ORALBOR ROAD  
ANKENY, IOWA 50021  
515-984-2020

ATLANTIC, IOWA  
712-341-4246

MARSHVILLE, MISSOURI  
816-432-4441

CEMAR RAPIDS, IOWA  
712-323-0345

ST JOSEPH, MISSOURI  
816-562-6331

Sheet 1 of 1

**Greenview Crossing  
Master Homeowners Association**

**Greenview Crossing Sub-Association Declarations  
(For Reference, Copies Not Included)**

Craftsman (Filed April 19, 2001 Book 8781, Page:964)  
Gardens (Filed February 26, 2001 Book 8717, Page:33)  
Villas (Filed May 8, 2001 Book 8811, Page:151)



17-  
# 609.



Doc ID: 022468840003 Type: GEN  
Recorded: 06/26/2009 at 02:03:33 PM  
Fee Amt: \$17.00 Page 1 of 3  
Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2009-00092712

BK **13104** PG **496-498**

# AMENDMENT TO COVENANTS

## Type of Document:

### RETURN TO:

Donlon Properties Inc 319 7<sup>th</sup> St *Des Moines, IA 50309*  
Preparer Information: (Individual's Name, Street Address, City, Zip, Phone)

Taxpayer Information: (Individual/Company Name, Street Address, City, Zip, Phone)

SAME 515-246-8016  
Return Document to: (Individual/Company Name, Street Address, City, Zip, Phone)

## Grantors:

## Grantees:

## Legal Description:

*See page Two*

## Book & Page Reference:

**AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS FOR GREENVIEW CROSSING**

This Amendment is made on this 25<sup>th</sup> day of June, 2009 by Greenview Crossing Master Association, Inc., an Iowa non-profit corporation (the "Association"), and relates to the Declaration of Covenants, Conditions, Easements and Restrictions for Greenview Crossing dated February 26, 2001, filed February 26, 2001 in Book 8717, Page 010, and as amended, of the records of the Recorder of Polk County, Iowa (collectively the "Declaration").

**WHEREAS**, pursuant to the Amendment to the Declaration dated December 4, 2003, and filed January 20, 2004 in Book 10356, Page 549, the following real estate was added to the terms of the Declaration:

Lots 12 through 34, inclusive, and Outlot "V", Greenview Crossing Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa;

and

**WHEREAS**, at the annual meeting of the Association held June 25, 2009, the Association members voted to remove the following described real estate from the terms of the Declaration in order that the real estate no longer be subject to the Declaration, will no longer be a part of Greenview Crossing Master Association, Inc. and will not be subject to dues and assessments relating thereto:

Lots 12 through 34, Greenview Crossing Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa (the "Real Estate").

**NOW THEREFORE**, the Association, in accordance with the provisions of Article XI(3) of the Declaration, hereby amends the Declaration as follows:

1. At Article I, Section 2, the term "Owners" shall no longer include the record owner of the Real Estate.
2. At Article I, Section 3, the term "Properties" shall no longer include the Real Estate.
3. At Article I, Section 6, the term "Member" or "Members" shall no longer include any record owner of the Real Estate.
4. At Article I, Section 7, the term "Lots" shall no longer include any of the Real Estate.

