

Craftsman at Greenview Crossing

**Homeowner's Association
Documents**

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Craftsman at Greenview Crossing Owner's Association Documents

- I. Declaration of Covenants, Conditions, Easements and Restrictions for Craftsman at Greenview Crossing
(Filed April 19, 2001 Book 8781, Page:964-989 Polk County Recorder)
The initial Declaration covering the initial Craftsman lots in Greenview Crossing, Plat 1a.
- II. Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Craftsman at Greenview Crossing
(Filed October 29, 2024 Book 19955, Page:282-327 Polk County Recorder)
SIGNIFICANT AMENDMENT TO THE DEFINITIONS OF LOT OWNER AND ASSOCIATION MAINTENANCE OBLIGATIONS.
- III. Articles of Incorporation, Craftsman at Greenview Crossing
(Filed April 19, 2001 Book 8781, Page:987-989).
- IV. By-Laws Craftsman at Greenview Crossing Owners Association
(Dated May 17, 2001)
The following changes remain to be corrected:
 - Article I, Section 4 – The development is “a part of the City of Ankeny” and not West Des Moines.
 - Article I, Section 4 – The membership in the Craftsman Association shall consist of all the lots identified in the Declaration of Covenants and Amendments thereto.
 - Article II, Section 4 – Reference should be to Article I, Section 5 and not Section 4.
- V. Appendix A Rules & Regulations for Craftsman
(Filed April 19, 2001 Book 8781, Page:984 Polk County Recorder)
- VI. Exhibits
(Filed April 19, 2001 Book 8781, Page:985-986 Polk County Recorder)
- VII. Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Craftsman at Greenview Crossing
(Filed April 8, 2008 Book 12608, Page:871-877 Polk County Recorder)
There are numerous Amendments filed as Craftsman lots were built and added to the Association. This Amendment contains a comprehensive listing of all forty-nine (49) units in the Craftsman Association.
- VIII. Verified Claim
(Filed November 5, 2021 Book 18846, Page:964 Polk County Recorder)
Extends the enforceability and effectiveness of the Declaration, as amended, for an additional period of twenty-one (21) years from the date of filing. With reference to Article X, Section 3 of the Declaration, this Verified Claim now allows Amendments to the Declaration may be made by a document signed by the Owners of not less than seventy-five (75%) of the Lots.

**Craftsman at Greenview Crossing
Owners Association**

**Declaration of Covenants, Conditions, Easements and
Restrictions for Craftsman at Greenview Crossing**

(Filed April 19, 2001 Book 8781, Page:964-989 Polk County Recorder)

The initial Declaration covering the initial Craftsman lots in Greenview Crossing, Plat 1a.

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POLK COUNTY, IOWA

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TIMOTHY J. BRIEN
RECORDER

Chy
INST # 076699
RECORDING FEE 131.00
AUDITOR FEE

RETURN TO:

Prepared by and after
Recording Return to:

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

**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
CRAFTSMAN AT GREENVIEW CROSSING**

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This Declaration is made on this 12th day of April 2001 by D.R.A. Properties, L.L.C. (hereinafter referred to as the "D.R.A.") the owners of the real estate described herein and is joined in by Rottlund Homes of Iowa, Inc., a Minnesota Corporation (hereinafter referred to as "Rottlund/Declarant") which is the developer of the Craftsman at Greenview Crossing Development to be located on the real estate described hereinafter.

WITNESSETH:

WHEREAS, D.R.A. is the owner of certain property in Polk County, Iowa, which is more particularly described as:

Lots 31, 32, 36, 45 and 46, Greenview Crossing Plat 1a, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

NOW, THEREFORE, D.R.A. and Rottlund/Declarant hereby declare that all of the Properties described above shall be held, sold, and conveyed subject to all prior easements recorded and 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 upon 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. "Association" shall mean and refer to "Craftsman at Greenview Crossing Owner's Association", its successors and assigns, a nonprofit corporation organized pursuant to Chapter 504A of the Code of Iowa, 1999, as amended.

Section 2. "Association Maintenance Obligation" shall mean and refer to the obligation of the Association to provide and pay for all exterior maintenance of the Living Units, the maintenance of the private interior street system (ingress/egress area) noted in Article III and all of the lawn

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mowing and landscaping work as well as snow removal from the private interior street system (ingress/egress area), driveways and sidewalks for the Lots within the Properties.

Section 3. "Lot 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.

Section 4. "Properties" shall mean and refer to that certain real estate described in Article II of this Declaration of Covenants, including any plat, division, or subdivision or portion thereof as may hereafter be brought within the jurisdiction of the Association, as well as any Properties that are subsequently added thereto pursuant to the terms of this Declaration.

Section 5. "Common Area" shall mean the ingress/egress area noted on Exhibit C attached hereto in crosshatched markings which is the private interior street system. No individual properties are separately denoted as common area and no lots will be owned by the Association.

Section 6. "Living Unit" shall mean and refer to any portion of a residence situated upon a Lot designated and intended for use and occupancy as a residence by a single family.

Section 7. "Lot" shall mean and refer to any platted lot shown upon any recorded subdivision map of the Properties.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Rottlund/Declarant" shall mean and refer to Rottlund Homes of Iowa, Inc., its successors and assigns, if they are designated as successor in any conveyance.

Section 10. "Exterior Maintenance" shall mean and refer to:

- a. The residing, painting and staining of exterior surfaces as required from year to year, as well as all items of maintenance relating to the exterior of any of the Living Units including, but not limited to, roof replacement and repair, all replacement and repair relating to the ingress/egress area shown on Exhibit C with crosshatched markings, all driveway replacement, maintenance and repair including snow removal, and sidewalk replacement, maintenance and repair including snow removal as may be determined necessary by the Board of Directors and which must be coordinated through the Board of Directors to insure an ongoing continuity of construction and harmony of architectural design and color scheme. The Lot Owners shall be responsible at their own expense for the repair and replacement of items peculiar to the particular lot including, but not limited to, heating, ventilation

and air conditioning (HVAC), decks, stoops, doors, windows and hot tubs, whirlpool baths and spas, but only as allowed in Article VI. Such items shall not be considered exterior maintenance and the cost thereof shall not be included as part of any maintenance assessments.

- b. All lawn mowing, repair and maintenance of the irrigation system, and landscaping work necessary on any of the lots shall be the responsibility of the Association and the expense therefore shall be part of the Association Maintenance Obligation. In addition, all costs of repair and maintenance for the ingress/egress area noted on Exhibit "C" including all improvements constructed thereon shall be a part of the Association Maintenance Obligation.

Section 11. "Capital Improvements" shall mean and refer to any construction of, reconstruction of, substantial alteration of, substantial repair of, or substantial addition to the physical amenities, utilities, and improvements upon the Properties.

Section 12. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions to which the Properties are subject.

ARTICLE II

Property Subject to this Declaration

Section 1. The property which is subject to and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Polk County, State of Iowa, and is more particularly described as:

Lot 31, 32, 36, 45 and 46 Greenview Crossing Plat 1a, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

Section 2. Option to Add Additional Property. D.R.A. and the Rottlund/Declarant shall have the option to add additional property to the terms of this Declaration without the consent or joinder of any of the Lot Owners, the Association, any holder of interest as security for an obligation, or any other person or entity so long as the additional Properties are one or more of the following Lots which may be added individually or in groups of two or more:

Lots 30, 33, 34, 35, 37, 38, 39, 40, 41, 42, 43, 44, 47, 48, 49, 50, 51, 52, 53, 54, 55 and 56, Greenview Crossing Plat 1a, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa and Parcel "M" of the Plat of Survey recorded in Book 8001, page 517 of the South Half of the Southeast Quarter of Section

1, Township 80 North, Range 24 West of the 5th P.M., Ankeny, Polk County, Iowa.

- a. Duration of Option. The option to add additional Properties as described above will expire on that date which is seven (7) years after the date upon which the Declaration is recorded. There are no circumstances that will terminate the option before the expiration of said seven (7) year period. However, the Rottlund/Declarant or anyone to whom Rottlund/Declarant has assigned said option as hereinafter set forth, may terminate said option as to any one or more of the above described additional Properties by executing a writing to such effect and recording the same in the same manner as a Deed.
- b. Timing. Any of the additional real estate described above may be added at different times and in any order. Portions of any single lot may not be added.
- c. Buildings. Any buildings that may be erected upon each additional lot as described above will be compatible with the buildings originally constituting the Association in terms of architectural style, quality of construction, principal materials employed in construction and size.
- d. Applicability of Restrictions. All restrictions in this Declaration effecting the use, occupancy and alienation of the lots will apply to all lots initially subject to this Declaration as well as those lots added to the terms of this Declaration. Each Lot added to the terms of this Declaration shall also be responsible for an undivided percentage of the Association Maintenance Obligation which percentage shall be fixed at the time that the Lot is added to the terms of the Declaration and which percentage shall thereafter be reallocated pursuant to Article V as other lots are added to the terms of this Declaration.
- e. No Assurance of Addition. Nothing herein contained shall bind D.R.A. and Rottlund/Declarant 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.
- f. Exercise of Option. D.R.A. and Rottlund/Declarant may exercise its 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 that Amendment. Such Amendment shall allocate one (1) vote in the Association to each such lot which shall automatically become subject to this Declaration and shall also

entitle the lot owner of the additional lot to membership in the Association. Reallocation of the expenses of the Association shall also be made and the additional lots shall be subject to the payment thereof.

The Amendment as described above adding any additional lots may not be recorded unless the building being constructed on that Lot is substantially complete consistent with the floor plans and building materials relating to the original real estate subject to the terms of this Declaration. All installments of real estate taxes previously coming due and payable as well as accrued/prorated with respect to any additional lot and any special assessment levied against such additional lots shall be paid by Rottlund/Declarant prior to adding such parcel to the terms of this Declaration.

- g. Assignment of Option. The option described in this Section may be assigned by D.R.A. and Rottlund/Declarant 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, shall be recorded among the real estate records in the same manner as a conveyance of the additional property and shall be subject to all of the terms and conditions of this Section.
- h. Reservation of Easements. In the event that some or all of the additional property described above is not added to the terms of this Declaration, D.R.A. and Rottlund/Declarant hereby reserve the right to create the following perpetual, nonexclusive easements over, upon and under Lots 30 through 56, Greenview Crossing Plat 1a, provided that such easement reservation shall not be applicable to any portion of the lots that are improved by the construction of driveways and/or buildings or other structures, for the benefit of the additional lots that have not been added to the terms of this Declaration as follows:
 - 1. Nonexclusive easements for the following purposes:
 - (a) to connect any improvements constructed on the additional lots, to any natural gas, storm sewer, water, sanitary sewer, electrical, telephone or other utility line, pipe, wire, or other facilities;
 - (b) to obtain and use the utility line described above;
 - (c) to install, repair, maintain, operate and replace any such lines, connections and facilities provided that Rottlund/Declarant, and its successors or assigns shall be responsible for the

restoration of any damage done or sustained in connection with the use of such easements.

2. 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 the ingress/egress easement relating to the Declaration as well as the opportunity to install, repair, maintain, surface, resurface, grade or replace any private drives, lanes, streets, roads or other right-of-way necessary to make full use of the ingress/egress easement provided, however, that Rottlund/Declarant shall be responsible for all costs in connection with this use.
3. Any such easements shall be specifically formalized by a writing signed by D.R.A. and Rottlund/Declarant and filed in the public records. Such filings shall not require the consent or joinder of any party.
4. As soon as the easements described herein are formalized, the Owners of all parcels of lots making use of such easements that are not lots subject to the terms of this Declaration, shall share all expenses of maintaining, repairing 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 Association in order that reimbursement, as appropriate, may be made and such expenses may be promptly paid.

ARTICLE III Property Rights

Section 1. Reconstruction of Living Units. If a Living Unit is damaged or destroyed by any cause, the Lot owner shall be required to initiate repair, restoration or reconstruction of such Unit according to the plans and specifications for such Unit for which a Building Permit was issued for original construction within fifteen (15) days, with completion of such repair, restoration, or reconstruction to take no more than one hundred eighty (180) days with the following exceptions:

- a. If such repair, restoration or reconstruction is desired in a manner that differs from the plans and specification of original construction, such changes in plans must be approved by seventy-five percent (75%) of the Lot Owners and the City of Ankeny, Iowa.

- b. Failure by the Lot Owner to initiate and complete repairs, restoration, or reconstruction of the Living Unit as described previously in this section shall permit the Association to initiate such repairs, restoration or reconstruction of if deemed necessary by the Board of Directors, the removal of said Living Unit and subsequent Lot improvements subject to the consent requirements of subsection (a) hereof, all at the Lot Owner's cost.

Section 2. D.R.A. and Rottlund/Declarant's Reserved Rights. D.R.A. and Rottlund/Declarant shall have the following reserved rights as a Lot Owner:

- a. The right to create and dedicate easements for drainage or other utility purposes.
- b. The right to maintain a general sales and construction office in a Living Unit.
- c. The right to sell or transfer its rights and obligations to a successor or assign.

All reserved rights of D.R.A. and the Rottlund/Declarant pursuant to this section, shall expire when D.R.A. or the Rottlund/Declarant no longer has title interest in any Lot within the Properties. Exercise of the reserved rights shall not require the consent of Craftsman at Greenview Crossing Owner's Association, its Board of Directors, or its membership.

Section 3. Ingress/Egress Easement. D.R.A. and Rottlund/Declarant hereby grant a perpetual nonexclusive easement for ingress and egress over, across and through the ingress/egress area noted on Exhibit C in crosshatched markings which is intended to be the interior private street system made up of Northeast Rosewood Lane, Northeast Redwood Lane, Northeast Raintree Drive, and Northeast Cottonwood Lane, with such easement being granted to all of the Lot Owners, the Association, as well as their invitees and guests and the City of Ankeny, Iowa for the purposes of allowing all rescue, fire, and emergency vehicles to have access to all Living Units located within the property for the purpose of obtaining access to the individual lots as well as for parking purposes, all of which easement rights, however, are subject to and conditioned upon the remaining terms, conditions, and restrictions of this Declaration. Maintenance of the ingress/egress easement area granted hereby shall be performed by the Association as a part of the Association Maintenance Obligation.

Section 4. Irrigation Easement. D.R.A. and Rottlund/Declarant hereby grant a perpetual nonexclusive easement to the Association for the purpose of the installation and ongoing use and maintenance of the irrigation system which is intended to serve all Lots within the Properties. The location of this easement shall not interfere with any driveways, buildings or other structures constructed on the Properties. This nonexclusive easement grant shall also give the right to the Association to come upon the Lot or Lots at reasonable times in order to repair and maintain the irrigation system with all such repair and maintenance being an Association Maintenance Obligation as described previously herein.

Section 5. Monumentation and Signage Easement. The Rottlund/Declarant hereby grants a perpetual nonexclusive easement to the Association for the purpose of the installation and ongoing use and maintenance of monumentation and signage used, among other things, for the announcement of the Craftsman Development and for private street regulation. The Association shall have the obligation to install and maintain all such monumentation and signage at the Association's sole expense. The location of this easement shall not interfere with any driveways, buildings or other structures constructed on the Properties. This nonexclusive easement grant shall also give the right to the Association to come upon the lot or lots at reasonable times in order repair and maintain the monumentation and signage with all such repair and maintenance being an Association Maintenance Obligation as described previously herein. All such signage and monumentation shall be constructed and maintained pursuant to the sign ordinances of the City of Ankeny, Iowa.

ARTICLE IV

Membership and Voting Rights in the Association

Section 1. Membership. Each owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

Class A: The Class A Members shall be all Members with the exception of DRA and Rottlund/Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall the vote of the Owners be split as to any Lot. If the Owners fail to determine how to cast any vote, than no votes shall be cast as to such Lot.

Class B: Notwithstanding anything to the contrary provided herein, so long as Rottlund/Declarant retains any interest in any of the Properties which are or may hereafter become subject to the terms of this Declaration, specifically including but not limited to any interest arising in favor of Rottlund/Declarant from the Option Agreement between Rottlund/Declarant and D.R.A. dated June 15, 1999, the Class B Members shall be Rottlund/Declarant **WHO SHALL HAVE THE SOLE VOTING CONTROL AND AUTHORITY RELATING TO THE ASSOCIATION, THE BOARD OF DIRECTORS AND ANY AND ALL OTHER MATTERS RELATING TO THE OPERATION OF THE ASSOCIATION UNTIL SUCH TIME, IF ANY, THAT ROTTLUND/DECLARANT HAS FAILED TO EXERCISE ITS NEXT AVAILABLE OPTION PURSUANT TO**

THE OPTION AGREEMENT BETWEEN ROTTLUND/DECLARANT AND D.R.A. DATED JUNE 15, 1999, AND ROTTLUND/DECLARANT OWNS NO LOTS. AT SUCH TIME, ALL SUCH VOTING CONTROL AND AUTHORITY SHALL AUTOMATICALLY TRANSFER TO D.R.A. AS SUCCESSOR DECLARANT WHO SHALL HAVE ALL AUTHORITY AS IS GRANTED TO DECLARANT HEREIN. The Class B Membership shall cease at such time as the Rottlund/Declarant and/or D.R.A. no longer own an interest in any of the Properties which are or may hereafter become subject to the terms of this Declaration.

ARTICLE V

Covenants for Association Maintenance Obligation Assessments

Section 1. Creation of Lien and Personal Obligation of Assessments. D.R.A. and Rottlund/Declarant, for each Lot, hereby covenant, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association:

- a. Annual assessments or charges,
- b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and
- c. Taxes or assessments levied by a government or quasi-governmental body on the Properties and spread by the Association or such body pursuant to the allocated percentage established for each Lot for the payment of expenses association Maintenance Obligations.
- d. The annual and special assessments, or governmental or quasi-governmental levies, together with interest, costs, and reasonable attorney's fees incurred in connection with the collection thereof, 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 fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Any such changes or additions shall be performed only pursuant to the applicable ordinances of the City of Ankeny, Iowa.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of the Properties, and for the improvement and maintenance of the Living Units and buildings situated upon the Properties, including but not limited to the payment of taxes, special assessments for work performed by a governmental or quasi-governmental subdivision, insurance, water charges, utility charges, repair, replacement of, and additions to, the Properties, and for the cost of labor, equipment, materials, management and supervision.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$1,380.00.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (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 Association may fix the annual assessment at an amount not in excess of the maximum.
- d. The Board of Directors of the Association shall, after consideration of future costs for exterior maintenance, establish a reserve fund for such purposes with the monies necessary for such reserve fund to be part of the annual assessment. The reserve fund shall be administered pursuant to the By-Laws of the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Properties, including fixtures and personal property related thereto, provided that any such assessment shall only be effective after it has secured a vote of two-thirds (2/3) of the Members of each class described herein who vote in person or by proxy, at a meeting duly called for that purpose.

Section 5. Special Assessments for Public Roads or Other Public Purposes. In addition to the annual and special assessments authorized herein, the Association shall levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any special

assessment obligation for public roads, public utilities, or other public purposes which a public, quasi-public, or governmental authority may assess on any project even though the assessment boundaries may only cover a portion of the Properties falling within this Declaration. Any such special assessment shall be levied against the entire development as a whole with each Lot Owner paying its proportionate share pursuant to its percentage of Association Maintenance Obligation allocation.

The Association may enter into a petition and waiver to contract with the public, quasi-public, or governmental authority concerning any project involving a special assessment. If petition and waiver is used and adopted, the Association, on behalf of all Lot Owners and Members of the Association, shall execute all documents required in connection with said petition and waiver in the form generally required by the public, quasi-public, or governmental authority. The Association may execute such documents only after securing the affirmative vote of two-thirds (2/3) of the Members of each class described herein who vote in person or by proxy, at a meeting duly called for that purpose.

Section 6. Rate of Assessment. All annual and special assessments shall be fixed for all Lots by the Board of Directors and shall be collected on a monthly basis. All such assessments shall be uniform for each Lot

Section 7. Date of Commencement of Annual Assessments.

A. Initial Lots. The annual assessments provided for herein shall commence as to all of the initial Lots subject to this Declaration 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. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association as of the date of its issuance.

B. Subsequently Added Lots. The annual assessments provided for herein shall commence as to all subsequently added Lots on the day when the Lot is added to the terms of this Declaration with the monthly assessment for that month being adjusted prorata for the number of days left in the month. After such Lot has been added to the terms of this Declaration, such Lot shall be assessed in a similar fashion and pursuant to the same procedures as the initial Lots with no further differentiation.

Section 8. Date of Commencement of Special Assessments. The due date of any Special Assessment under Section 4 of this Article shall be fixed in the Resolution authorizing such assessment.

Section 9. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by Iowa law at the time of such delinquency. In addition to the collection of such delinquent amounts plus interest, the Association shall be entitled to recover any reasonable attorney fees and other costs involved with the collection of such delinquent amounts, which fees and costs shall also accrue interest as described above from the date of their incurrence. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a Mortgage pursuant to the Iowa Code.

Section 10. Subordination of the Lien to Mortgages. 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. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the issuance of the Sheriff's Deed or deed in lieu of foreclosure. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

Architectural Control

A. No building, wall, room addition, deck, patio or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In addition to the review and approval by the Board of Directors or the Architectural Committee described above, all such matters shall only be constructed pursuant to the building code and other applicable ordinances of the City of Ankeny, Iowa.

B. No clothing, sheets, blankets, laundry or other articles shall be hung, displayed or stored outside the Living Unit (except within the garages located thereon) or which may be visible from the outside of the Living Unit (other than draperies, curtains or shades of a customary nature and appearance, and in any event, subject to the rules and regulations of the Board of Directors.) No Owner shall paint or decorate or adorn the outside of his Living Unit nor shall he install outside of his Living Unit any canopy, awning, hot tub, whirlpool bath, spa, permanent or temporary fencing around patios. 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. Any Lot

Owner may, however, install flower planters and flower pots on any patio area owned by the Lot Owner so long as such planters and pots are no wider than eighteen (18) inches in diameter with plantings no taller than five (5) feet from ground level. The use of the planters and pots described above shall be restricted to the planting and cultivating of flowers and ornamental bushes and shall not be used for the planting and cultivating of vegetables. Notwithstanding the above, however, hot tubs, whirlpool baths and spas may be installed and maintained at the sole expense of the Lot Owner so long as they are installed on the rear portion of the Lot directly behind the Living Unit and not in either side yard or the front yard. Any additional maintenance or expense caused by the installation and/or continued usage of hot tubs, whirlpool baths and spas shall be the direct expense of each Lot Owner and shall not be an Association Maintenance Obligation. Each Lot Owner shall immediately perform any additional maintenance required. If such additional maintenance is not immediately performed by the Lot Owner, the Association may proceed to perform such maintenance after seven (7) days prior written notice is given to the Lot Owner by the Association. Any expenses incurred by the Association in performing such maintenance shall be billed to the Lot Owner and shall be payable immediately thereafter pursuant to the same terms that apply to Association Maintenance Obligations in Article V.

C. No Lot Owner shall display, hang, store, or use any sign outside his Living Unit or which may be visible from the outside of his Living Unit without the prior written permission of the Board of Directors. The foregoing notwithstanding, any Lot Owner shall be permitted to display a sign of not more than three (3) square feet in area advertising such Owner's lot for sale or lease with such sign being located in the area between said lot and the drive in front of such lot, all in accordance with the sign ordinance of the City of Ankeny, Iowa.

D. Except as is provided in Paragraph F of this Article no Lot Owner shall be allowed to make any changes or additions to the landscaping on any Lot without the prior written consent of the Board of Directors of the Association or an architectural committee appointed by the Board.

E. No changes or additions to any landscaping on any Lot that is contained within any buffer easement area shall be made without the prior written consent of the City of Ankeny, Iowa.

F. Each Lot Owner shall be allowed to use the area of each Lot lying immediately behind the townhome and within the imaginary boundaries created by the extensions of the sidewalls of the townhome in an area not to exceed ten (10) feet by ten (10) feet for the purpose of planting a vegetable/flower garden. Any such garden and its location shall be reviewed and approved in writing by the Association prior to any digging or planting taking place in order that the Association may confirm that the garden is of a proper size and is located in the rear portion of the Lot as described above. Such written approval may be withheld by the Association if the above factors are not confirmed, in the sole discretion of the Association. Each Lot Owner shall be responsible for his or her own garden and shall remove weeds on a period basis, all subject to rules that may be enacted relating to the planting and maintenance of such gardens. No such garden shall be planted to encroach within any buffer area, set back or easement. In the event that any Lot Owners fails to maintain his or her garden pursuant to the above-referenced rules, the Association, after thirty (30)

days prior written notice shall have the ability to perform such maintenance as is necessary in the sole discretion of the Association and to specifically charge the Lot Owner for all expenses arising therefrom which expenses shall not be a part of any Association maintenance obligation but shall considered an assessment for purposes of payment, collection and default.

ARTICLE VII

Covenants for Insurance

Section 1. Maintenance of Insurance.

Each Owner of a Lot shall obtain and continue in effect adequate casualty and fire insurance as the Owner deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or co-insurance costs, of all of the Living Unit, as well as all public liability insurance relating to the Lot. **THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR SUCH INSURANCE IN ANY WAY AND THE COST OF SUCH INSURANCE SHALL NOT BE A PART OF THE ASSOCIATION MAINTENANCE OBLIGATION ASSESSMENT.**

Section 2. Public Liability Insurance. The Association shall provide public liability insurance covering the ingress/egress easement area described in Article III, in such amounts as may be determined at the discretion of the Association from time to time, as well as any other insurance that the Association may deem appropriate.

Section 3. Fidelity Bonds. The Association may also provide fidelity bonds and worker compensation insurance for employees and fidelity bonds and errors and omissions insurance for officers and directors in such amounts as is determined by the Association to be necessary from time to time. The Association may, from time to time, provide other forms of insurance as deemed necessary.

ARTICLE VIII

Exterior Maintenance

Section 1. Exterior Maintenance. In addition to providing all lawn mowing, landscaping and lawn irrigation duties relating to the Properties, the Association will provide exterior maintenance upon each Lot and Living Unit which is subject to assessment under Article V and as defined in Article I Section 10 as well as the removal of all snow from the private interior street system noted on Exhibit "C" as the ingress/egress area, sidewalks and driveways on each Lot. The following is a list of certain items that would be an example for the types of maintenance, repair, and replacement to be performed by the Association as part of the Association Maintenance Obligation. This list is not intended, however, to be all-inclusive in any respect:

- a. Private driveways.

- b. Garage doors (but not garage floors and garage door openers which shall be the sole responsibility of the individual apartment owner).
- c. Sidewalks and patios.
- d. Landscaping, including trees and shrubbery.
- e. Irrigation system.
- f. Shingle
- g. Siding.
- h. Exterior lighting.
- i. Snow removal.
- j. Lawn mowing.

No individual Lot Owner shall be allowed in any way to perform any maintenance, repair, or replacement that is to be performed by the Association. A Lot Owner may, however, tend to the potted flowers and potted bushes planted by the Lot Owner as previously described herein and the Association shall have no obligation for the maintenance thereof.

Each individual Lot Owner shall be responsible for all interior maintenance of their living unit including, but not limited to, all air conditioning, heating, water heaters, flooring systems and coverings including carpeting, ceramic tile, and wood floors, draperies, wall coverings, window coverings, doors and windows, as well as all furniture and furnishings and other personal property of each Lot Owner, as well as all appliances, cabinets, and plumbing and electrical utilities that are not shared in common with other owners.

Section 2. Ingress/Egress Maintenance. The Association shall be responsible for performing all of the maintenance obligations relating to the ingress/egress area noted in Article III previously described herein which is subject to the ingress/egress access easement. The costs of such maintenance shall be an Association Maintenance Obligation.

Section 3. Assessment of Cost. The cost of all Association Maintenance Obligations shall be assessed against all of the Lot Owners and shall be added to and become a part of the annual maintenance assessment or charge to which all Lots are subject under Article V hereof. As part of such annual assessment or charge, it shall be a lien or obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof, provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance

for that year but shall thereafter make such adjustment with the Owner as is necessary to reflect the cost thereof.

Section 4. Negligence in Maintenance. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. Neglect of Lot or Living Unit repairs that did not rise to the level of exterior maintenance or capital improvements as those terms are defined herein and which repair is the responsibility of the Lot or Living Unit Owners relating to HVAC, decks, doors, windows, driveways, and stoops, shall permit the Association to cause such repairs to be made and assessed to the Lot Owner responsible after ten (10) days notice to repair has been given to the Lot Owner by the Association in writing.

Section 5. Easement for Access. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day; provided, however, in the event that there is breakage or leakage in the water system or sewer system upon a Lot, no notice need to be given to enter upon the Lot for the purpose of repairing the water system or sewer system. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Properties. The Owner or occupant of a Lot shall neither erect nor permit erection of any building or structure of any kind nor permit any growth of any kind within said easement areas which might interfere in any way with the use and patrolling of any of the utility service and drainage located in the easement areas. In addition, an easement for maintenance is hereby granted in favor of the Association over and across each Lot for the purposes of the Association performing its duties under the terms of this Declaration.

ARTICLE IX

Additional Restrictions

Section 1. No Lot shall be used except for residential purposes, except that Rottlund/Declarant shall be entitled to maintain a sales and construction office and model townhouse upon the Lots in accordance with the ordinances of the City of Ankeny, Iowa.

Section 2. 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 that they are not kept, bred, or maintained for any commercial purposes. The number and size/weight of pets shall be controlled by the rules and regulations. All pets must be kept on a leash and each Owner shall be responsible for cleaning up any mess made by the pet. The 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.

Section 3. No noxious or offensive activities not involving the maintenance of Lots shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

Section 4. Mailbox designs shall be only as approved by the Board of Directors, or the architectural control committee. No sign shall be placed upon any Lot except those customarily used to identify the name of the resident and the street address of the subject Lot, and real estate signs for the sale or rental of a Lot.

Section 5. No trash receptacles or garbage cans shall be permitted to be placed outside of a building or a structure on any Lot unless hidden by an attractive screen of suitable height and approved by the Board of Directors. This restriction shall not exclude the placement of waste containers outside of such area if required by governmental regulation or by terms of a contract with a commercial operator.

Section 6. No structure of a temporary character, dog house, trailer, basement, tent, shack, garage, barn, or other building shall be used on any Lot at any time as a residence, or storage facility, either temporarily or permanently except for a sales trailer temporarily used by the Rottlund/Declarant. No commercial vehicles, tanks, or commercial equipment of any kind shall be located, stored, or parked on any Lot. No recreational vehicles, including but not limited to, boats, snowmobiles, and trailers, shall be parked or stored on any Lot for more than fourteen (14) days out of the year unless stored in the garage. No fence or fenced dog run of any kind shall be allowed on any lot at any time, including the area included in the buffer park on the perimeter of the development.

ARTICLE X

General Provisions

Section 1. Enforcement. The Association, and its Board of Directors, or any Lot Owner, or their successors and assigns, shall have the right to enforce, by any proceedings at law or equity any restrictions, conditions, covenants, reservations, liens, and charges and rules and regulations now or hereafter imposed by the provisions of this Declaration or by the Association as set forth in the By-laws. Any such enforcement shall allow for the reimbursement of reasonable attorney fees and costs to the successful enforcer.

Failure by the Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions of this Declaration which shall remain in full force and effect.

Section 3. Binding. These Covenants shall inure to the benefit of the Lot Owners, the Association, and their successors and assigns, 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 their original signing, prior to which time said Covenants may be extended for additional periods of twenty-one (21) years by filing 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 during the first twenty-one (21) year period described above by an instrument signed by not less than the Owners of ninety percent (90%) of the Lots and, thereafter, by an instrument signed by not less than the Owners of seventy-five percent (75%) of the Lots provided, however, that any such amendment must be consented to by the Rottlund/Declarant so long as the Rottlund/Declarant owns any lot that is a part of or may be added to the terms of this Declaration. Any amendment must be recorded. Notwithstanding anything to the contrary provided herein, however, the obligation of the Association to maintain the ingress/egress access easement in a safe condition and in compliance with all applicable governmental regulations cannot be released by any amendment without the prior written consent of the City of Ankeny, Iowa. Any amendment may be prepared and filed by the Rottlund/Declarant if it relates to correction of technical or typographic errors or for clarification only with such amendment not requiring the percentage votes as described above. No amendment that adds additional property to the terms of this Declaration pursuant to Article II herein, shall require the consent of any Owner other than the Rottlund/Declarant, as described in Article II. No Amendment to this Declaration shall change the ability to extend the effectiveness of these Covenants as described above, however.

Section 4. Violation. If a Lot Owner or the Association or any of them or their successors and assigns, shall violate or attempt to violate any of the Covenants or Restrictions herein contained, it shall be lawful for any person or persons owning any other Lots, the Association, or Rottlund/Declarant, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant or Restriction and either to prevent him or them from so doing or to recover damages for such violation. 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 prosecution of such suit or proceeding.

Section 5. Annexation. Additional residential property not previously described herein in Article II Section 2 may be annexed and added to the Properties with the consent of two-thirds (2/3) of each class of Members.

Section 6. Rules and Regulations. The Association may adopt, amend and revoke rules and regulations not inconsistent with the Articles of Incorporation, By-Laws or this Declaration in order to regulate the use of the Living Units and Lots and the conduct of the occupants which may jeopardize the health, safety and welfare of other occupants involving noise or other disturbing activity or which may cause damage to any of the Properties or the improvements located thereon, regulating or prohibiting animals, regulating the exterior appearance of the Properties including, by way of illustration and not limitation, balconies and patios, window treatments and signs and other

displays, regardless of whether inside or outside an apartment, implementing the Articles of Incorporation, the By-Laws or this Declaration. After notice and an opportunity to be heard, the Association may impose reasonable sanctions, including the levying of reasonable fines, for violations of the Declaration, By-Laws and Rules and Regulations of the Association. Such fines shall not exceed the sum of Ten Dollars (\$10.00) per day unless agreed to by a majority vote of the Members of the Association.

Section 7. Construction. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

Section 8. Rottlund as Rottlund/Declarant. It is hereby agreed between Rottlund Homes of Iowa, Inc. and D.R.A. Properties, L.L.C. and notice is hereby given to all potential purchasers of Lots within the Development as well as their grantees, successors, heirs, personal representatives, devisees and assigns, that Rottlund Homes of Iowa, Inc. shall be defined herein not only as the developer of the townhome development described in this Declaration but also as the Rottlund/Declarant hereof. Rottlund Homes of Iowa, Inc. shall be entitled to all rights and responsibilities as Rottlund/Declarant as described in this Declaration and as described in the Articles of Incorporation and the Bylaws for the Craftsman at Greenview Crossing Owner's Association.

Section 9. Greenview Crossing Master Association, Inc. All purchasers of lots within this townhome development, as well as their successors, transferees, and assigns are hereby notified that the property subject to the terms of this Declaration as it may be amended, is also subject to the terms of the Declaration of Covenants, Conditions, Easements and Restrictions for Greenview Crossing filed February 26, 2001, in Book 8717, Page 10, of the records of the Recorder of Polk County, Iowa and that the Craftsman at Greenview Crossing Owner's Association is the representative of all Lot Owners of all lots subject to the terms of this Declaration relating to Greenview Crossing Master Association, Inc. . Further, notice is hereby given that, pursuant to the Declaration of Covenants, Conditions, Easements and Restrictions for Greenview Crossing, the Craftsman at Greenview Crossing Owner's Association has been allocated 1 vote and 1 assessment unit per unit/lot which assessment shall, in turn, be assessed to the Craftsman at Greenview Crossing Owner's Association and shall be paid as a portion of the annual assessments described previously herein. This assessment shall be the purportionate obligation of the Craftsman at Greenview Crossing Owner's Association as additional parcels are added to the terms of this Declaration pursuant to Section 7 herein and shall also be the purportionate obligation of Rottlund/Declarant as to any real property located in Greenview Crossing Plat 1a that has not been sold to an owner other than D.R.A. or Rottlund/Declarant. All votes in Greenview Crossing Mater Association, Inc. shall be cast directly by the holder thereof and shall not be cast through any sub-association.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed the day and year first above written.

DRA PROPERTIES, L.C.

ROTTLUND HOMES OF IOWA, INC.

By: Dennis Albaugh
Dennis Albaugh, Manager

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

STATE OF Florida)
) ss:
COUNTY OF Collier)

SHARI FAIRCHILD
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # CC898797
EXPIRES 12/29/2003
BONDED THRU ASA 1-888-NOTARY1

On this 6 day of April, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared DENNIS ALBAUGH, to me personally known, who being by me duly sworn, did say that he is the Manager of DRA Properties, L.C., an Iowa Limited Liability Company, and that the instrument was signed on behalf of DRA Properties, L.C., the company by authority of the company and the company acknowledged the execution of the instrument to be the voluntary act and deed of the company by it and by the him voluntarily executed.

Shari Fairchild
Notary Public in and for the State of Florida

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this 12th day of April, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared S. W. THIS, 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 SW. THIS, 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.

Streetar Cameron
NOTARY PUBLIC - State of Iowa



**Craftsman at Greenview Crossing
Owners Association**

**AMENDMENT TO
Declaration of Covenants, Conditions, Easements and
Restrictions for Craftsman at Greenview Crossing**

Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for
Craftsman at Greenview Crossing
(Filed October 29, 2024 Book 19955, Page:282-327 Polk County Recorder)

**SIGNIFICANT AMENDMENT TO THE DEFINITIONS OF
LOT OWNER AND ASSOCIATION MAINTENANCE OBLIGATIONS.**

\$232
PW CH# 6421



Doc ID: 039776750046 Type: GEN
Kind: RESTRICTIVE COVENANT
Recorded: 10/29/2024 at 12:46:16 PM
Fee Amt: \$232.00 Page 1 of 46
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2024-00056410

BK 19955 PG 282-327

RETURN TO: Prepared by and after Recording
Return to: Brooke S. Jacobs, Brick Gentry PC, 6701 Westown Pkwy, Ste. 100, WDM, IA, 50266, 515-274-1450

SPACE ABOVE THIS LINE FOR RECORDER

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

THIS AMENDMENT is made this 28 day of OCTOBER 2024 by the Members of The Craftsman at Greenview Crossing Owner's Association, concerning the Declaration of Covenants, Conditions, Easements and Restrictions for Craftsman at Greenview Crossing dated April 12, 2001, and filed April 19, 2001, at Book 8781, Page 964 in the office of the Polk County Recorder as amended ("Declaration").

WHEREAS the Declarant does not own any Lot which is a part of or may be added to the terms of this Declaration and the Craftsman at Greenview Crossing Owner's Association (the "Association") is under the full control of the Members; and

WHEREAS, the Members have decided it is appropriate and beneficial to amend the Declaration to re-allocate responsibility for exterior maintenance between the Members and Association; and

WHEREAS, Article X, Section 3, General Provisions, provides that the Declaration may be amended during the first twenty-one year period by an instrument signed by not less than the Owners of ninety percent (90%) of the Lots; or by seventy-five percent (75%) of the Lots for periods thereafter. The total number of Lots is forty-nine (49).

WHEREAS, a Verified Claim was dated October 26, 2021, and filed November 5, 2021 at Book 18846, Page 964 in the office of the Polk County Recorder extending the Declaration, as amended, for an additional period of twenty-one (21) years from the date of filing the Verified Claim.

WHEREAS the Owners of at least seventy-five percent (75%) of the Lots have agreed to amend the Declaration as evidenced by an instrument entitled "Owners Signature Page" as provided in Exhibit A herein,

NOW THEREFORE pursuant to the authority described in the Declaration, the Members hereby amend the Declaration as follows:

1. Article I, Section 2, Definitions, is hereby amended by replacing it with the following:

Section 2. "Association Maintenance Obligation" shall mean and refer to the obligation of the Association to provide and pay for the exterior maintenance of any Common Area and the exterior maintenance of the Living Units within the association for only the following items:

- a. Berms and drainage infrastructure
- b. Private streets and sidewalks for common use
- c. All lawn mowing, lawn maintenance and irrigation
- d. Snow removal from interior street system noted on Exhibit "C" of the Declaration as the ingress/egress area, sidewalks, and driveways on each Lot
- e. Landscaping work for Living Units installed by the Association
- f. Home foundation perimeter shrubs and trees that were planted by the Association
- g. Landscape edging installed by the Association
- h. Exterior lighting used as association street lighting
- i. Private main line water, sewer and utility infrastructure up to the point of the Lot Owner's Maintenance Obligation.

2. Article I, Section 10, Definitions, is hereby amended in the following way: Delete paragraphs a. and b. and replace with the following:

Section 10. "Lot Owner's Maintenance Obligation" shall mean and refer to the responsibility of the Lot Owner to pay for exterior maintenance of the Living Unit, including but not limited to the following:

- a. Lot Owner's driveways
- b. Entry sidewalks
- c. Front porches or stoops
- d. Garage doors
- e. Patios
- f. Back decks
- g. Railings and stairs to all porches and decks
- h. Exterior roofing, roof vents, flashing and rain gutters
- i. Exterior home siding
- j. All painting including columns, decks, porches and foundations
- k. Exterior lighting of each porch and deck
- l. Plants and bushes planted by the homeowner
- m. Settling of ground on Lot Owner's property
- n. Water, sewer and electrical lines that service only the Living Unit including any connection to private or public main lines
- o. Living Unit foundations

The Lot Owners shall also be responsible at their own expense for all interior and exterior maintenance repair and replacement of items peculiar to the particular Lot including but not limited to heating, ventilation and air conditioning (HVAC), windows, hot tubs, whirlpool baths and spas, but

only as allowed in Article VI. Such items shall not be considered exterior maintenance, and the cost thereof shall not be included as part of any maintenance assessments.

3. Article VI, "Architectural Control," is hereby amended by adding a new paragraph as follows:

G. The enforcement of this Article is the responsibility of the Board of Directors of the Craftsman at Greenview Crossing Homeowners Association. This enforcement shall include but not limited to the following: fines, liens, court injunctions, stop work orders and court costs associated with the enforcement.

4. Article VIII, Section 1, Exterior Maintenance is hereby amended by replacing it with the following:

Section 1. Exterior Maintenance. The responsibility of exterior maintenance for the Association is defined in Article I Section 2. The responsibility for exterior maintenance for the Lot Owner is defined in Article I Section 10.

No individual Lot Owner shall be allowed in any way to perform any maintenance, repair, or replacement that is to be performed by the Association. However, a Lot Owner, while not expected to, may choose to help tend to tree(s) and bushes etc. on their lot that were installed by the HOA. Replacing original landscaping requires Board approval and if approved, Lot Owners shall personally maintain anything that was planted to replace the original landscaping. The Association shall have no further obligation for the maintenance thereof.

5. Article VIII, Section 4 is hereby amended by replacing it in its entirety with the following:

Section 4. Failure to Complete Maintenance Obligation. In the event that a Lot Owner fails to complete the Lot Owner's Maintenance Obligations of said Lot Owner, as described in this Declaration, the Board of Directors or its designee shall provide notice to the Lot Owner with a description of the particular maintenance item that has not been completed. The Lot Owner shall have 30 days to respond to the Board of Directors with a plan to complete the maintenance item described in the notice and a timeline shall then be established to complete the work. In the event that the Lot Owner does not complete said maintenance item, the Board of Directors of the Association shall have the right to complete the maintenance item and assess the cost of said work to the Lot Owner. In addition, in the event that the need for maintenance to any part of the Association Common Areas is caused through the willful neglect or negligent act of a Lot Owner, or a Lot Owner's guests, family, or invitees, notice of the necessary maintenance and repairs to be completed by the Association shall be provided to the Lot Owner and the cost of the necessary maintenance and repairs shall be assessed to the Lot Owner.

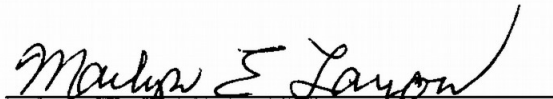
6. Article X, "General Provisions." Section 1 is hereby amended by the addition of the following sentence:

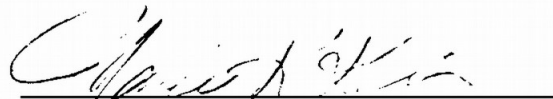
Any monetary obligation owed to the Association including common assessments, special assessments or fines while enforcing the terms of this Declaration shall become a lien on the Lot.

NOW THEREFORE, in all other respects, the Declaration of Covenants, Conditions, Easements and Restrictions for Craftsman at Greenview Crossing as originally constructed and amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the President and Vice President of the Association have caused this Amendment to the Declaration to be executed the day and year stated below.

THE CRAFTSMAN AT GREENVIEW CROSSING OWNERS ASSOCIATION


Marlyn E. Larson, President

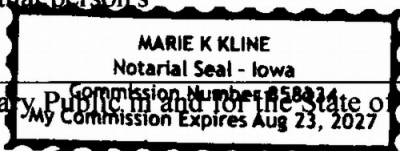

Marie K Kline, Vice President

10-28-2024
Date

10.22.2024
Date

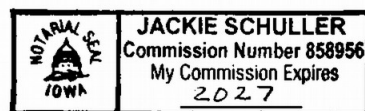
STATE OF IOWA, POLK COUNTY, SS:

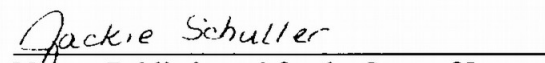
Subscribed and sworn to (or affirmed) before me on this 28th day of Oct, 2024 by Marlyn E. Larson to me known to be the identical person named in and who executed the foregoing instrument as President of The Craftsman at Greenview Crossing Owners Association and acknowledged that the person executed the same as that person's


Notary Public in and for the State of Iowa

STATE OF IOWA, POLK COUNTY, SS:

Subscribed and sworn to (or affirmed) before me on this 22nd day of October, 2024 by Marie K Kline to me known to be the identical person named in and who executed the foregoing instrument as Vice President of The Craftsman at Greenview Crossing Owners Association and acknowledged that the person executed the same as that person's voluntary act and deed.


Jackie Schuller


Notary Public in and for the State of Iowa

**EXHIBIT A
(OMITTED HERE)**

**OWNERS SIGNATURE PAGES
FOR AMENDMENT TO**

**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
CRAFTSMAN AT GREENVIEW CROSSING**

The entire Amendment Filed October 29, 2024
Book 19955, Page:282-327 is a total of 46 pages.
The provisions of the Amendment are in the first four pages.

Exhibit A – The concluding 42 pages
are the individual signature pages from the Lot Owners
agreeing to amend the Declaration of Covenants.
To be more concise they are not included here.

**Craftsman at Greenview Crossing
Owners Association**

Articles of Incorporation, Craftsman at Greenview Crossing

(Filed April 19, 2001 Book 8781, Page:987-989).

RECEIVED
SECRETARY OF STATE
IOWA

01 APR 12 PM 2:20 ARTICLES OF INCORPORATION OF
THE CRAFTSMAN AT GREENVIEW CROSSING OWNERS ASSOCIATION

The undersigned, acting as incorporator of a corporation pursuant to the provisions of Chapter 504A, Code of Iowa (2001), as amended, the Iowa Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation.

ARTICLE I

The name of this Corporation shall be **THE CRAFTSMAN AT GREENVIEW CROSSING OWNERS ASSOCIATION**, herein called the "Association."

ARTICLE II

The purposes and objects of the Association are to provide for and to administer the operation, management, maintenance and care of the townhome development to be known as "**THE CRAFTSMAN AT GREENVIEW CROSSING**", to be established in accordance with the Declaration of Covenants, Conditions, Easements and Restrictions for Craftsman at Greenview Crossing, which relate to the following described real estate situated in the City of Ankeny, Polk County, Iowa:

Lots 31, 32, 36, 45 and 46a, Greenview Crossing Plat 1, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa;

and to undertake the performance of the acts and duties incident to the administration of the operation and management of the Association in accordance with its terms, provisions, conditions and authorizations as contained in these Articles of Incorporation and which may be contained in the Declaration referenced above as the same may be amended from time to time, which will be filed in the Office of the County Recorder for Polk County, Iowa, at the time said real property and the improvements now or hereafter situated thereon are submitted to the Declaration, said Declaration being incorporated herein as if set forth at length; and to acquire, own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the operation, management, maintenance, improvement and care of the townhome development to be known as "The Craftsman at Greenview Crossing".

In the furtherance of the foregoing purposes, the Association shall have the power and authority to engage in any and all lawful activities that may be reasonably necessary in order to accomplish any of the foregoing purposes and to do and exercise all other powers and authority now or hereafter conferred on non-profit corporations under the laws of the State of Iowa.

ARTICLE III

The duration of this corporation shall be perpetual.

ARTICLE IV

The registered office of this Corporation shall be at 317 Sixth Avenue, Suite 300, Des Moines, Polk County, Iowa 50309, and the name of the registered agent at that address shall be Streetar Cameron.

ARTICLE V

The name and address of the person forming this Corporation is:

Streetar Cameron
317 Sixth Avenue, Suite 300
Des Moines, Iowa 50309

ARTICLE VI

Each Owner of a Lot which is subject to assessment pursuant to the Declaration referenced herein shall be a member of the Association and shall receive one vote for each Lot owned. 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. Membership in the Association shall automatically pass when the ownership of a Lot is transferred in any manner. In each such event, written notice of the transfer shall be given to the Secretary of the Association.

ARTICLE VII

The management of the Association shall be vested in a Board of Directors of no more than five (5) nor less than two (2) Directors and, except for those individuals elected by the Declarant, all members of the Board must be members of the Association. The first Board of Directors of the Association shall consist of the following individuals:

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 VIII

No member, director or officer of the Association shall have any personal liability for any obligation of the Association.

ARTICLE IX

The Association shall have no capital stock.

ARTICLE X

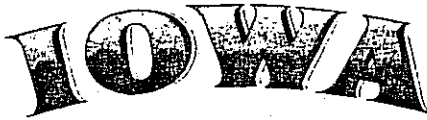
The corporate existence for the Association shall begin on the date on which the Secretary of State of Iowa issues the Certificate of Incorporation.

ARTICLE XI

Upon dissolution of the Association, after payment of all of the debts and obligations of the Association, all remaining corporate assets shall be distributed to the Lot Owners whose Lots are subject to the Declaration referenced herein in equal percentages.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 12th day of April,
2001.

Streeter Cameron
Streeter Cameron, Incorporator



No. W00274828
Date: 04/13/2001

SECRETARY OF STATE

504ADN-000252071

THE CRAFTSMAN AT GREENVIEW CROSSING OWNERS ASSOCIATION

CERTIFICATE OF INCORPORATION

THE CRAFTSMAN AT GREENVIEW CROSSING OWNERS ASSOCIATION

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 April 12, 2001, at 02:20 PM, to be effective as of April 12, 2001, at 02:20 PM.

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



Chester J. Culver

CHESTER J. CULVER

SECRETARY OF STATE



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Recycled Paper

Craftsman at Greenview Crossing Owners Association

By-Laws Craftsman at Greenview Crossing Owners Association

(Dated May 17, 2001)

The following changes remain to be corrected:

- Article I, Section 4 – The development is “a part of the City of Ankeny” and not West Des Moines.
- Article I, Section 4 – The membership in the Craftsman Association shall consist of all the lots identified in the Declaration of Covenants and Amendments thereto.
- Article II, Section 4 – Reference should be to Article I, Section 5 and not Section 4.

BY-LAWS OF
CRAFTSMAN AT GREENVIEW CROSSING OWNERS ASSOCIATION
(An Iowa Non-Profit Corporation)

ARTICLE I

Section 1. Name. The name of the corporation is Craftsman at Greenview Crossing Owners Association, Inc. The Association is formed pursuant to Chapter 504A, Code of Iowa (2001), 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 Craftsman at Greenview Crossing Plat 1 filed on the 12th day of April 2001, in Book 8781, Page 964 of the records of the Recorder of Polk County, Iowa (Declaration).

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 4-12-01.

Section 4. Membership and Voting. The membership of the Association shall consist of the Lot Owners of the Lots within the Townhome Development known as Craftsman at Greenview Crossing, Polk County, Iowa, on:

Lots 31, 32, 36, 45 and 46, Greenview Crossing Plat 1a, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

Membership in the Association shall be appurtenant to and shall not be separated from Lot Ownership in the Townhome Development. A person shall cease to be a member of the Association at such time as that person ceases to be a Lot Owner in the Townhome Development. Each Lot shall have one vote. Where there is more than one Lot Owner of a Lot, such as contract seller, joint tenant or tenant in common all of such Lot 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 Lot Owners 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 Lot Owners. Where there is more than one Lot Owner of a Lot, the Lot Owners thereof shall notify the Secretary of the Association, in writing of the name of the Lot Owner who has been designated to cast the vote attributable to that Lot, on behalf of all of the Lot Owners of that Lot. If the Owners of a Lot cannot agree on the Lot Owner who is to be designated to cast the vote attributable to the Lot owned by such Owners, or on the manner in which such vote is to be cast, the Lot Owners 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 Lot Owners. Membership in the Association shall automatically pass when the ownership of a Lot is transferred in any manner.

Section 5. Registration of Owner. It shall be the duty of each Lot Owner to register with the Secretary of the Association in writing (i) the name and address of such Lot Owner; (ii) the nature and satisfactory evidence of such Lot Owner's interest or estate in the Lot; and (iii) the addresses at which such Lot Owner desires to receive notice of any duly called meeting of the Members. If a Lot Owner 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 Lot Owner of any obligation, covenant or restriction under the Declaration or these By-Laws. If there is more than one Lot Owner 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 Lot Owners of Lots to which is assigned twenty-five percent (25%) or more of the votes of either 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 Lot Owner 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 Lot Owners of record at the address of their respective Lots and to such other addresses as any Lot Owners may have designated in writing to the Secretary. Lot Owners of record shall be those Lot Owners 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 Lot Owners 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 Lot Owner 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 Lot Owners entitled to notice of such meeting, and the respective name of the person (in the case of multiple Lot Owners) 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 Lot Owners. Upon the ending of the terms of the first Board of Directors, the Board of Directors shall be composed of five (5) 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.

Section 2. Term of Office. THE DECLARANT SHALL HAVE THE SOLE VOTING CONTROL AND AUTHORITY RELATING TO THE ASSOCIATION, THE BOARD OF DIRECTORS AND ANY AND ALL OTHER MATTERS RELATING TO THE OPERATION OF THE ASSOCIATION AS IS MORE FULLY SET FORTH IN THE DECLARATION. Upon the resignation from the Board of Directors of all Directors elected by the Declarant, five (5) directors shall be elected, two (2) for a one (1) year term, and three (3) for a two (2) year term. At each annual meeting thereafter, two (2) or three (3) (as the case may be) Directors shall be elected, to a two (2) year term, as successors to the two (2) or three (3) (as the case may be) Directors whose term is then ending. The term of a member of the Board of Directors shall expire upon the election of a successor at an 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 five (5) 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 five (5) votes. Such votes may not be used cumulatively and, if cast, must be cast for five (5) separate candidates. The candidates receiving the first, second and third highest number of votes shall have been elected to two (2) year terms and the candidates receiving the fourth and fifth highest number of votes shall have been elected to one (1) year terms. Thereafter, the two (2) or three (3) (as the case may be) Directors being elected at any annual meeting shall be elected in one (1) voting. Each Lot shall be entitled to cast two (2) or three (3) (as the case may be) votes. Such votes may not be used cumulatively and such two (2) or three (3) (as the case may be) votes, if cast, must be cast for two (2) or three (3) (as the case may be) separate candidates. The two (2) or three (3) (as the case may be) candidates receiving the highest number of votes shall have been elected to two (2) year terms.

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 governing the use and occupancy of the Lots and the personal conduct of the Members and their tenants and guests thereon and therein, parking, matters of aesthetics affecting the Townhome Development or any part thereof and such other matters as are necessary or desirable to the harmonious use and enjoyment of the Townhome Development by the Lot Owners, copies of all of which rules and regulations shall be made available to all Lot Owners;
- 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 Association Maintenance Obligations;
- 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. No such lease or contract shall be entered into on behalf of the Association whose term exceeds two (2) years; and any contract for professional management of the Property, or any other contract providing for services by the Declarant, shall be terminable by the Association or the other party thereto on sixty (60) days' written notice without cause and without the imposition of any penalty or termination fee and shall be terminable for cause by the Association on thirty (30) days' written notice.
- 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 of any item that is an Association Maintenance Obligation, or at any time for making emergency repairs therein necessary to prevent damage to any Lot or Living Unit.
- g. Determine the amount to be assessed for Association Maintenance Obligations 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 Association Maintenance Obligations from the Lot Owners;
- i. Open bank accounts on behalf of the Association and designate signatories required therefor;
- j. Obtain insurance for the Townhome Development pursuant to the provisions of the Declaration; and
- k. Dedicate or transfer easements for public utilities or other public purposes consistent with the Declaration and in conjunction with any necessary Lot Owners.

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 Association Maintenance Obligations, 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 to perform the Association Maintenance Obligations that must be performed on a periodic basis, and may accumulate an additional reserve 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 Lot Owner with the notice of each annual meeting and shall be available to each Lot Owner 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 Lot Owner 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 Owners at any annual or special meeting of the Association. A Director shall be automatically removed without a meeting or other action of the Owners 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 Common Expense.

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

The Association, through its Board of Directors, shall appoint an architectural control 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

Officers 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 Lot Owners, 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 Lot Owner 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 Lot Owner, a statement as to the current account of the Lot Owner upon the assessment rolls of the Association. 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 Association Maintenance Obligations and shall allocate, assess and levy such expenses among the Lot Owners 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 Lot Owners, the amount so allocated to the Lot Owners of each Lot shall, without further resolution by the Board of Directors, be levied as the annual assessment against such Lot, 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 Property 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 Lot Owner. The Board of Directors shall advise all Lot Owners 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 Lot Owner, furnish copies of each budget on which such assessment is based to such Lot Owner 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 Lot Owners, 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 Owners shall be obligated to pay the assessments described herein and levied by the Board of Directors pursuant to Section 1 of this Article VI. An Owner may not avoid assessment 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 Owners 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 Owners or their duly authorized representatives. Such roll shall indicate for each Lot the name and address of the Owner or Owners, 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 Owner does not make payment of an assessment on or before the date when due, such Owners 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 Owner 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 Lot Owner 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 Owner, 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 Owner. The Board of Directors, the Association and each individual Lot Owner 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 owner, 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 Lot Owners 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 Owners 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 seventy-five percent (75%) or more of the votes in the Association provided, however, that no such amendment shall be effective if it attempts to change any portions of these Bylaws that defines the obligations of the Association relating to the Association Maintenance Obligations unless such amendments have been approved pursuant to the percentages set forth in the Declaration relating to amendments.

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 Common Expense. Nothing in this Section shall be deemed to obligate the Association to indemnify any Owner 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 Owner.

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 Lot Owners.

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 Craftsman at Greenview Crossing Owners Association, by action of the Board of Directors at the first meeting thereof, effective this 17 day of May, 2001.

Kerry Mc
Secretary

ATTEST:

Alma Sigurd
President

**Craftsman at Greenview Crossing
Owners Association**

Appendix A Rules & Regulations for Craftsman

(Filed April 19, 2001 Book 8781, Page:984 Polk County Recorder)

APPENDIX "A"
CRAFTSMAN AT GREENVIEW CROSSING
Rules and Regulations

General Rules

1. All guests must be accompanied by a resident/owner.
2. Residents/owners are personally responsible and liable for any damage to the buildings, furniture, or equipment caused by any resident/owner or his guests.
3. Residents/owners may use barbecue grills, provided the grills are placed five (5) feet or more from any buildings or any fences.
4. Personal property shall not be left unattended other than in the garage spaces or patio of a Living Unit.
5. For the safety of all residents/owners, please limit driving speeds through the complex to five (5) miles per hour.

Garages

1. Residents/owners shall use only the garage spaces which are allocated to their respective Lots.
2. Residents/owners are prohibited from using or storing any of the following items in the garages:
 - (1) Flammable materials and liquids;
 - (2) Combustible materials;
 - (3) Materials identified with hazardous labels; and
 - (4) Compressed gases.
3. Garage doors shall be kept closed when garages are not in use.

Outside Parking

1. Parking outside the buildings is permitted only in designated areas and, except for the driveways located on each Lot, are always on an unreserved basis only.
2. Any abandoned vehicle will be towed at its owner's expense, without prior notice to the owner.
3. Vehicles parked outside the buildings shall not obstruct the garages or driveways of others.

Pets

1. No Pit Bulls or Rottweilers shall be allowed in any case.
2. Those residents/owners with pets shall be responsible for caring for their pets in such a way as to keep them from becoming a nuisance to other residents/owners.
3. Pets shall be leashed at all times when they are outside their Owner's unit. No pets shall be restrained outside by the use of chains, ropes or other similar devices.
4. Pet owners shall be responsible for cleaning up after their pets whenever their pets are outside their owner's unit. Failure to promptly clean up after a pet will subject the pet's owner to an assessment from the Association for the cost of such clean-up.

**Craftsman at Greenview Crossing
Owners Association**

Exhibits

(Filed April 19, 2001 Book 8781, Page:985-986 Polk County Recorder)

EXHIBITS "A" AND "B" INTENTIONALLY OMITTED

GREENVIEW CROSSING PLAT 1a

ANKENY, IOWA

CRAFTSMAN SITE PLAN



**Craftsman at Greenview Crossing
Owners Association**

**AMENDMENT TO
Declaration of Covenants, Conditions, Easements and
Restrictions for Craftsman at Greenview Crossing**

(Filed April 8, 2008 Book 12608, Page:871-877 Polk County Recorder)

There are numerous Amendments filed as Craftsman lots were built and added to the Association. This Amendment contains a comprehensive listing of all forty-nine (49) units in the Craftsman Association.

3700



Doc ID: 021012100007 Type: GEN
Recorded: 04/08/2008 at 02:13:09 PM
Fee Amt: \$37.00 Page 1 of 7
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2008-00075596

BK 12608 PG 871-877

RECORDED:

Prepared by and after

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

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

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS is made this 7th day of April, 2008, by Larry D. Stevenson and Sandra K. Stevenson, husband and wife, (hereinafter referred to as Stevenson) the owners of Lot 1, Greenview Crossing Plat 5 described below, Larry Cooper and Geraldine Cooper, husband and wife, (hereinafter referred to as Cooper) the owners of Lot 2, Greenview Crossing Plat 5 described below, D.R.A. PROPERTIES, L.C. (hereinafter referred to as D.R.A.) and is joined in by ROTTLUND HOMES OF IOWA, INC. a Minnesota Corporation (hereinafter referred to as the "Declarant"), which is the developer of the Craftsman at Greenview Crossing Development to be located on the real estate described hereinafter and relates to the Declaration of Covenants, Conditions, Easements, and Restrictions for "Craftsman at Greenview Crossing" which Declaration was dated April 12, 2001, and filed April 19, 2001, in Book 8781, Page 964 of the records of the Recorder of Polk County, Iowa.

WHEREAS, the above-referenced Declaration as amended provides for the ability of the Declarant to add additional properties to the terms of the Declaration concerning properties described in Article II of the Declaration; and

WHEREAS, an Amendment was filed on September 13, 2004, in Book 10728, Page 587 which purported to add Lots 21 and 25, Greenview Crossing Plat 5 to the terms of the above referenced Declaration. Such Amendment was ineffective in that the drawing disclosing Lots 21 and 25 which now relates to Lots 1 and 2, respectively, Greenview Crossing Plat 5, was an inaccurate drawing and incorrectly referenced such lots; and

WHEREAS, Lots 1 and 2, Greenview Crossing Plat 5 need to be added to the terms of the above referenced Declaration pursuant to this Amendment along with other lots as described herein; and

WHEREAS, Stevenson, Cooper, D.R.A. and Declarant now wish to add the following described property to the Declaration which property will be subject to all of the terms and conditions of the above referenced Declaration upon the filing of the Amendment.

NOW, THEREFORE, pursuant to the authority described in the above referenced Declaration, Stevenson, Cooper, D.R.A and Declarant hereby add the following described real estate to the terms and conditions of the Declaration of Covenants, Conditions, Easements and Restrictions as amended referenced above which property shall be subject to the terms and conditions of the above referenced Declaration:

Lot 1, Greenview Crossing Plat 5, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

Lot 2, Greenview Crossing Plat 5, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

Lot 34, Greenview Crossing Plat 2, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

Lot 20, Greenview Crossing Plat 2, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

Lot 30, Greenview Crossing Plat 1a, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

As a result of the addition of this property to the Declaration referenced above, the Association Maintenance Obligation for each Lot, including Lots 31, 32, 36, 45 and 46, Greenview Crossing Plat 1a, an Official Plat, which were originally noted in the Declaration, and Lots 33, 54, 35, 44, 34, 37, 47, 48, 39, 49, 51, 52, 38, 40, 50, 42, 43, 53, 55, 41 and 56 Greenview Crossing Plat 1a; and Lots 32, 33, 19, 31, 27, 28, 15, 17, 14, 18, 30, 13, 16, 29 and 12 Greenview Crossing Plat 2, an Official Plat, and Lots 4, 3 and 5 Greenview Crossing Plat 5 which have been subsequently added thereto, is hereby recalculated so that each Lot shall have allocated to it the following percentages for the Association Maintenance Obligation as follows:

Plat 1a

Lot 31	3701 NE Raintree Drive	2.041% (each)
Lot 32	3703 NE Raintree Drive	2.041% (each)
Lot 36	820 NE Redwood Lane	2.041% (each)
Lot 45	819 NE Rosewood Lane	2.041% (each)
Lot 46	821 NE Rosewood Lane	2.041% (each)
Lot 33	3705 NE Raintree Drive	2.041% (each)
Lot 54	3606 NE Raintree Drive	2.041% (each)
Lot 35	3709 NE Raintree Drive	2.041% (each)
Lot 44	817 NE Rosewood Lane	2.041% (each)
Lot 34	3707 NE Raintree Drive	2.041% (each)
Lot 37	818 NE Redwood Lane	2.041% (each)
Lot 47	823 NE Rosewood Lane	2.041% (each)

Lot 48	825 NE Rosewood Lane	2.041% (each)
Lot 39	814 NE Redwood Lane	2.041% (each)
Lot 51	3706 NE Raintree Drive	2.041% (each)
Lot 52	3704 NE Raintree Drive	2.041% (each)
Lot 49	827 NE Rosewood Lane	2.041% (each)
Lot 38	816 NE Redwood Lane	2.041% (each)
Lot 40	812 NE Redwood Lane	2.041% (each)
Lot 50	829 NE Rosewood Lane	2.041% (each)
Lot 42	811 NE Redwood Lane	2.041% (each)
Lot 43	816 NE Rosewood Lane	2.041% (each)
Lot 53	3702 NE Raintree Drive	2.041% (each)
Lot 55	3604 NE Raintree Drive	2.041% (each)
Lot 41	810 NE Redwood Lane	2.041% (each)
Lot 56	3602 NE Raintree Drive	2.041% (each)
Lot 30	3605 NE Raintree Drive	2.041% (each)

Plat 2

Lot 32	805 NE Rosewood Lane	2.041% (each)
Lot 33	803 NE Rosewood Lane	2.041% (each)
Lot 19	803 NE Redwood Lane	2.041% (each)
Lot 31	807 NE Rosewood Lane	2.041% (each)
Lot 27	815 NE Rosewood Lane	2.041% (each)
Lot 28	813 NE Rosewood Lane	2.041% (each)
Lot 15	808 NE Redwood Lane	2.041% (each)
Lot 17	807 NE Redwood Lane	2.041% (each)
Lot 14	806 NE Redwood Lane	2.041% (each)
Lot 18	805 NE Redwood Lane	2.041% (each)
Lot 30	809 NE Rosewood Lane	2.041% (each)
Lot 13	804 NE Redwood Lane	2.041% (each)
Lot 16	809 NE Redwood Lane	2.041% (each)
Lot 29	811 NE Rosewood Lane	2.041% (each)
Lot 12	802 NE Redwood Lane	2.041% (each)
Lot 34	801 NE Rosewood Lane	2.041% (each)
Lot 20	801 NE Redwood Lane	2.041% (each)

Plat 5

Lot 4	810 NE Rosewood Lane	2.041% (each)
Lot 3	808 NE Rosewood Lane	2.041% (each)
Lot 5	812 NE Rosewood Lane	2.041% (each)
Lot 1	802 NE Rosewood Lane	2.041% (each)
Lot 2	806 NE Rosewood Lane	2.041% (each)

Each of the above referenced Lots added to the Declaration, as well as those Lots originally included, shall receive one (1) vote in the Association.

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

By Sara Meredith
its secretary

STATE OF IOWA)
) ss
COUNTY OF POLK)

This instrument was acknowledged before me on April 7, 2008, by
Sara Meredith as Secretary of D.R.A. Properties, L.C. on behalf of
whom said instrument was executed.

Catherine Lynne Tyson
Notary Public in and for the State of Iowa



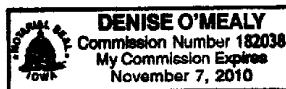
ROTTLUND HOMES OF IOWA, INC.

By Theresa Greenfield
its Division President

STATE OF IOWA)
) ss
COUNTY OF POLK)

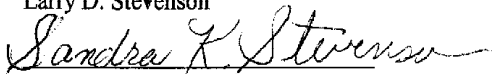
This instrument was acknowledged before me on April 7th, 2008, by
Theresa Greenfield as President of Rottlund Homes of Iowa, Inc., on behalf of whom said
instrument was executed.

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





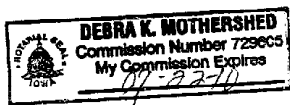
Larry D. Stevenson

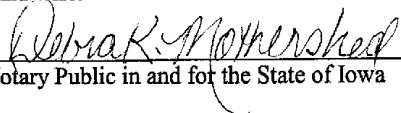


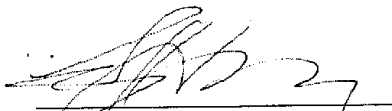
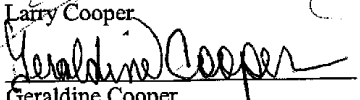
Sandra K. Stevenson

STATE OF IOWA)
) ss
COUNTY OF POLK)

This instrument was acknowledged before me on April 4, 2008, by Larry D. Stevenson and Sandra K. Stevenson, husband and wife.

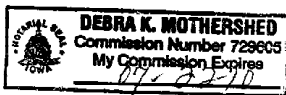


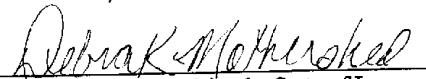

Notary Public in and for the State of Iowa


Larry Cooper

Geraldine Cooper

STATE OF IOWA)
) ss
COUNTY OF POLK)

This instrument was acknowledged before me on April 4, 2008, by Larry Cooper and Geraldine Cooper, husband and wife.




Notary Public in and for the State of Iowa

**Craftsman at Greenview Crossing
Owners Association**

Verified Claim for Craftsman at Greenview Crossing

(Filed November 5, 2021 Book 18846, Page:964 Polk County Recorder)
Extends the enforceability and effectiveness of the Declaration, as amended,
for an additional period of twenty-one (21) years from the date of filing.

With reference to Article X, Section 3 of the Declaration, this Verified Claim now allows
Amendments to the Declaration may be made by a document
signed by the Owners of not less than seventy-five (75%) of the Lots.

Recorded: 11/5/2021 at 8:43:55.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.50
Combined Fee: \$30.50
Revenue Tax:
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 202100117365
BK: 18846 PG: 964

VERIFIED CLAIM

PREPARED BY AND RETURN TO:

Mark Thompson
Mark Thompson Law Office PLC
4214 Fleur Drive, Suite 12A
Des Moines, IA. 50321
(515) 577-9594

TAXPAYER INFORMATION: N/A

CLAIMANT: The Craftsman at Greenview Crossing Owners Association

GRANTEE: See page 2

Legal Description: See Exhibit A at Page 4

DOCUMENT OR INSTRUMENT NUMBER OF PREVIOUSLY RECORDED DOCUMENTS:

See Exhibit B, at Page 5

VERIFIED CLAIM

This VERIFIED CLAIM ("Claim") is made this 26th day of October, 2021, by THE CRAFTSMAN AT GREENVIEW CROSSING OWNERS ASSOCIATION, (the "Association," an Iowa Non-Profit corporation, also referred to herein as the "Claimant").

WHEREAS, on April 12, 2001, a Declaration of Covenants, Conditions, Easements and Restrictions for Craftsman at Greenview Crossing (the "Declaration") was executed by D.R.A. Properties, L.C. and Rotlund Homes of Iowa, Inc. and filed of record on April 19, 2001, in Book 8781, Page 964, in the office of the Polk County Recorder; and

WHEREAS, the Declaration, as originally executed and recorded, concerned lots 31, 32, 36, 45, and 46 of Greenview Crossing Plat 1a, an Official Plat now included in and forming a part of the city of Ankeny Iowa. Among other things, the Declaration sets forth various restrictive covenants, and gives the Association the power to enforce the restrictive covenants and the right to approve any architectural improvements, alterations, or similar changes on any of the lots subject to the Declaration; and

WHEREAS, numerous amendments to the Declaration were subsequently executed and recorded, all as set forth in the table attached hereto as Exhibit B, making the Declaration applicable to certain additional lots in Greenview Crossing Plat 1a, Greenview Crossing Plat 2, and Greenview Crossing Plat 5, all Official Plats now included in and forming parts of the city of Ankeny, Iowa; and

WHEREAS, the undersigned, M. Kenneth Johnson, is the owner of one of the lots subject to the Declaration and is the current treasurer of the Association, authorized to execute this Verified Claim.

NOW THEREFORE, in accordance with Iowa Code Sections 614.24 and 614.25, Claimant hereby claims all rights and privileges arising out of Iowa Code Sections 614.24 and 614.25 as they relate to the Declaration, as amended, restricting the use of the lots subject thereto and extending the enforceability and effectiveness of the Declaration, as amended, for an additional period of twenty-one (21) years from the date of the filing of this Verified Claim.

IN WITNESS WHEREOF, Claimant has caused this Verified Claim to be executed by its duly authorized officer.

Dated this 26th day of October, 2021

The Craftsman at Greenview Crossing Owners Association

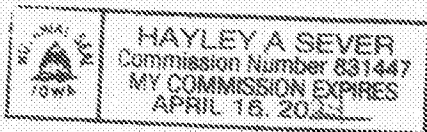
By: M. Kenneth Johnson
M. Kenneth Johnson, Treasurer,

Acknowledgement

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 24th day of July, 2021, before me the undersigned Notary Public in and for the State of Iowa, personally appeared M. Kenneth Johnson, who being by me duly sworn, did say that he is the treasurer of The Craftsman at Greenview Crossing Owners Association, the Iowa non-profit corporation executing the within and foregoing instrument; and that the said M. Kenneth Johnson, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Hayley Sever
Notary Public in and for the State of Iowa
(SEAL)

EXHIBIT A

LEGAL DESCRIPTION:

Lots 30 through 56, inclusive, Greenview Crossing Plat 1a, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa; and

Lots 12 through 20, inclusive, and Lots 27 through 34, inclusive, Greenview Crossing Plat 2, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa; and

Lots 1 through 5, inclusive, Greenview Crossing Plat 5, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

EXHIBIT B

RECORDING INFORMATION OF DECLARATION AND AMENDMENTS

Instrument	Book/Page REF	Greenview Crossing Plats and Lots Concerned
Declaration	8781/964	GREENVIEW CROSSING PLAT 1a Lots:31, 32, 36, 45, 46
Amendment	8857/734	GREENVIEW CROSSING PLAT 1a Lot:33
Amendment	8977/230	GREENVIEW CROSSING PLAT 1a Lots:35, 44, 54
Amendment	9015/925	GREENVIEW CROSSING PLAT 1a Lot:34
Amendment	9067/258	GREENVIEW CROSSING PLAT 1a Lot:37
Amendment	9085/15	GREENVIEW CROSSING PLAT 1a Lot:47
Amendment	9139/418	GREENVIEW CROSSING PLAT 1a Lot:48
Amendment	9348/119	GREENVIEW CROSSING PLAT 1a Lot:39
Amendment	9593/685	GREENVIEW CROSSING PLAT 1a Lots:49, 51, 52
Amendment	9822/597	GREENVIEW CROSSING PLAT 1a Lot:38
Amendment	10314/840	GREENVIEW CROSSING PLAT 1a Lots:40, 50
Amendment	10527/64	GREENVIEW CROSSING PLAT 2 Lots:32, 33
Amendment	10550/336	GREENVIEW CROSSING PLAT 2 Lots:19, 31
Amendment	10809/374	GREENVIEW CROSSING PLAT 1a Lot:42, and GREENVIEW CROSSING PLAT 2 Lot:27
Amendment	10882/331	GREENVIEW CROSSING PLAT 1a Lot:43
Amendment	10967/834	GREENVIEW CROSSING PLAT 5 Lot:4
Amendment	11026/85	GREENVIEW CROSSING PLAT 2 Lot:28, and GREENVIEW CROSSING PLAT 5 Lot:3
Amendment	11052/861	GREENVIEW CROSSING PLAT 1a Lot:53
Amendment	11634/245	GREENVIEW CROSSING PLAT 2 Lots:15, 17
Amendment	11727/167	GREENVIEW CROSSING PLAT 2 Lots:14, 18
Amendment	11729/170	GREENVIEW CROSSING PLAT 2 Lot:30
Amendment	11809/583	GREENVIEW CROSSING PLAT 1a Lot:55
Amendment	11850/644	GREENVIEW CROSSING PLAT 1a Lot:41
Amendment	11961/844	GREENVIEW CROSSING PLAT 2 Lot:13
Amendment	12137/933	GREENVIEW CROSSING PLAT 2 Lot:16
Amendment	12351/788	GREENVIEW CROSSING PLAT 2 Lot:29
Amendment	12422/669	GREENVIEW CROSSING PLAT 1a Lot:56 and GREENVIEW CROSSING PLAT 2 Lot:12
Amendment	12600/824	GREENVIEW CROSSING PLAT 5 Lot:5
Amendment	12608/871	GREENVIEW CROSSING PLAT 1a Lot:30, and GREENVIEW CROSSING PLAT 2 Lots:20 and 34, and GREENVIEW CROSSING PLAT 5 Lots:1 and 2