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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VINTAGE COLLECTION AT PRAIRIE TRAIL**

THIS DECLARATION (the "Declaration") is made this _____ day of _____, 2016, by Mapes Construction Company, Inc., an Iowa Corporation ("Declarant").

WHEREAS, Declarant is the owner and developer of certain real property legally described as follows:

Lots 1 through 12, in Estates at Prairie Trail Plat 4, an Official Plat, now included in and forming a part of Ankeny, Polk County, Iowa.

WHEREAS, Declarant desires to develop the above described real estate, together with any additional land annexed and subjected to this Declaration pursuant to Article VII hereof (collectively the "Properties"), as a master-planned, mixed use community known as "The Vintage Collection at Prairie Trail".

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

NOW, THEREFORE, Declarant hereby declares that the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the real property and be binding on all parties having any rights, title or interest in the 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. "Additional Land" shall mean and refer to any additional land annexed and

subjected to this Declaration pursuant to Article VII hereof.

Section 2. "Association" shall mean and refer to The Vintage Collection at Prairie Trail Owner's Association, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa 2015.

Section 3. "Association Responsibility Elements" shall mean the following:

- (a) Signs, monuments, fountains and similar entrance features and the landscape plantings and materials surrounding the entrance signs utilized by the Properties.
- (b) Landscape plantings and materials located in the landscape buffer easements as shown on the Final Plat for Estates at Prairie Trail Plat 4 and any subdivision or plat of Additional Land added to the Association in the future.
- (c) Common Areas.
- (d) Ponds.

Section 4. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 5. "City" shall mean and refer to the city of Ankeny, Iowa.

Section 6. "Common Area" shall mean and refer to any real property within the Properties to which the Association holds title, together with any improvements thereon, for the common use, enjoyment and benefit of the Owners.

Section 7. "Declarant" shall mean and refer to Mapes Construction Company, Inc., an Iowa Corporation, its successors or assigns.

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for The Vintage Collection at Prairie Trail and the Master Covenants for Prairie Trail development as the same are applicable and to which the Properties are subject.

Section 9. "Lot" shall mean and refer to an individual parcel of land within the Properties which is platted for single family residential dwellings; and multi family residential dwellings which may be subject to additional covenants, restrictions and additional owners associations, including condominium and townhome associations. In the case of a Condominium Regime subjected to this Declaration, a Lot shall also refer to an individual Unit together with any and all other interests appurtenant to such Unit as provided in the recorded Declaration of Submission to Horizontal Property Regime for such Condominium Regime.

Section 10. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 11. "Member Associations" shall mean and refer to any association of Owners located in a specific identified subdivision or plat of the Properties subject to additional covenants, restrictions and additional owners associations.

Section 12. "Owner" shall mean and refer to the record owner; whether one or more persons or entities, of the legal or equitable title to any Lot or Unit that is a part of the Properties.

Section 13. "Properties" shall have the meaning set forth on Page 1.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership. When more than one person holds an interest in any Lot, all such persons shall be Members.

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

Section 3. Declarant as Sole Voting Member. Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member of the Association until Declarant no longer owns any portion of any Lot or until Declarant waives, in writing, its right to be the sole voting member. Declarant shall have the right to elect all Directors and to cast all votes as it deems appropriate. Each Owner by acceptance of a deed shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

Section 4. Board of Directors. The voting Members shall elect a Board of Directors of the Association as prescribed by the Bylaws of the Association. The Board of Directors shall manage the affairs and business of the Association.

Section 5. Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment hereunder against his/her/its Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

Section 6. Notice of Meetings of Members. Unless the Articles of Incorporation or the Bylaws otherwise provide, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes or purposes for which the meeting is called, shall be delivered no less than five (5) nor more fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President or Secretary, or the officer or persons calling the meetings, to each Member entitled to vote at such meeting. If mailed such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at his/her/its address as it appears on the records of the Association. with postage thereon prepaid.

Section 7. Duration. No dissolution of the Association shall occur without the prior approval and consent of the City.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant for the entire Properties, hereby covenants, and each Owner of any portion of the Properties by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) an annual assessment or proration thereof, (2) a transfer assessment, (3) special assessments for capital improvements and operating deficits, and (3) special assessments as provided in this Article III, Article IV, and Article V; such assessments to be established and collected as hereinafter provided. The annual transfer and special assessments, together with late fees, interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment became due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners within the Properties; for improvement, maintenance, repair, replacement, removal, decoration and demolition of the Association Responsibility Elements; for payment of insurance, utility expenses, salaries, and real estate taxes and assessments associated with the Association, the Association Responsibility Elements and the Common Area; and for other purposes specifically provided herein.

Section 3. Maximum Annual Assessment. The Board of Directors shall establish the maximum assessment (initial assessment shall be \$ _____ per Lot/Unit per _____) to be assessed against each Lot/Unit, which assessment shall include a pro rata portion of the amount of real estate taxes and special assessments payable by the Association. Rates for both annual assessments and special assessments must be fixed at a uniform rate for all Lots. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the annual assessment, special assessments and such other assessment notices as the Board of Directors

shall deem appropriate shall be sent to every Owner subject thereto.

Section 4. Transfer Assessment. At the time of the closing on any Lot, a transfer assessment in the amount of \$75.00 shall be paid to the Association by the initial and any subsequent purchaser of any Lot. By including this notice of a transfer assessment in this Declaration all purchasers are put on notice that upon conveyance of title to such purchasers, unless paid to the Association at the closing, a lien for the transfer assessment shall Immediately attach to such Lot.

Section 5. Reserve Fund. A portion of such annual and transfer assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the Association Responsibility Elements and any capital improvement that the Association is required to maintain. Notwithstanding the foregoing Declarant may use any reserve funds, if established, to defray operating costs as it deems appropriate.

Section 6. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, removal or demolition of a capital improvement that the Association is required to maintain or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance of a Lot by Declarant. Upon such conveyance, the annual assessment and special assessments prorated to December 31 must be paid to the Association. The Board of Directors shall establish the due dates for all assessments. All payments shall be made on or before the due date. Both annual assessments and special assessments shall be collected by the Association, in advance, in annual installments due on January 1.

Section 8. Declarant Exempt from Assessments. Declarant shall not be liable for annual, transfer or special assessments upon Lots owned by it. Declarant is not responsible for the establishment of a budget as long as Declarant is the sole voting member of the Association. The Association and Declarant are not required to submit statements for assessments to any Owner.

Section 9. Collection of Assessments by Member Associations. The assessments levied by the Association herein against Owners of Lots that are subject to a Member Association shall be assessed to and collected by the Member Associations. If such assessment is not paid by the Member Association within sixty (60) days after written notice to such Member Association, the assessment shall be a personal obligation of such Member Association and the Owner of each Lot subject to such Member Association on a per Lot basis.

Section 10. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15% per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 11. Subordination of Assessments Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The assessment shall be paid prior to or at the closing of sale or transfer of any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. The failure of an Owner to pay assessments as provided in this Article m shall not constitute a default under a mortgage insured by the Federal Mortgage Agencies.

Section 12. Assessment Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

ARTICLE IV MAINTENANCE OBLIGATIONS OF ASSOCIATION AND COMMON AREA

Section 1. Maintenance of Association Responsibility Elements. The Association shall provide all maintenance, repair, replacement, restoration, removal, decoration and demolition of the Association Responsibility Elements, including (but not limited to) all necessary painting, repairs, replacements and care of signs, monuments, fountains and other structures. In the case of lawns, shrubs, trees, and other elements of landscaping, the Association shall perform all routine maintenance, including (but not limited to) all necessary mowing, trimming, and replacement of landscaping, and use of pesticides to control infestation of weeds and insects.

Section 2. Maintenance of Boulevard Islands. The Association may, at its sale and absolute discretion and with the approval of the City as it may be required, install landscape plantings and elements of landscaping such as bollards within the boulevard islands and perform routine maintenance of such landscape plantings and elements.

Section 3. Contracts and Agreements. The Board of Directors, in its sole discretion, shall enter into any contract, agreement, lease, management contract, employment contractor lease of recreational equipment and facilities engage the services of and discharge any manager, activities director, managing agent, independent contractor or other employee as it deems necessary. The Board of Directors, in its sole discretion, shall determine the duties and compensation of such persons so employed.

Section 4. Maintenance of Common Area. The Association shall be the owner of the Common Area and shall timely pay all real estate taxes and assessments levied against the Common Area. Declarant hereby covenants for itself, its successors and assigns that it shall convey to the Association the fee title to the Common Area free and clear of all Mechanic's Liens or any liens or encumbrances whatsoever, except covenants, easements, conditions and restrictions whether or not of record or created by this Declaration or granted to any public authority.

Section 5. Use of Common Area. The Common Area shall be used strictly in accordance with the provisions of the rules and regulations adopted by the Association governing the use of the Common Area and the Association Responsibility Elements, and such rules shall be observed and obeyed by the Owners, their guests, and licensees. No Owner shall obstruct or interfere whatever with the rights and privileges of the Association in the Common Area. Nothing shall be altered in, constructed in or removed from the Common Area, except upon written consent of the Board of Directors. An Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by any intentional, negligent or careless act by such Owner, or by any family guest, employee, agent, or lessee of such Owner. Any such expense shall become a special assessment and lien upon the Lot of such Owner and shall become due and payable upon demand. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area or the Association Responsibility Elements without prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area or the Association Responsibility Elements, which would be in violation of any law, or which maybe or become a nuisance or annoyance to the other Owners.

ARTICLE V INSURANCE

Section 1. Liability Insurance. The Association shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, its agents and employees, the Owners and all other persons entitled to use the Common Area. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to, worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or

appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf to the Association. Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association. The policy shall provide that it may not be cancelled or substantially modified without prior written notice to any and all insureds named thereon, including the Association.

Section 2. Assessment for Insurance. The premiums for the insurance hereinabove described shall be paid by the Association and the pro rata cost thereof shall become a part of the annual assessment over and above the assessments described in Article m herein.

ARTICLE VI GENERAL PROVISIONS

Section I. Rules and Regulations. The Association shall have the authority to amend and adopt rules and regulations governing the use of the Common Area and such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns, and licensees. Such rules after being property adopted at a meeting duly called for such purpose shall have the same force and effect as if contained in this Declaration.

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

Section 3. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the Owners and all parties claiming under them, and the City (if it so elects by approval of its City Council) shall have the right to enforce the covenants, conditions, and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

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

Section 5. Amendment. This Declaration may be amended or changed by an instrument recorded in the Office of the Recorder of Polk County, Iowa, signed or approved by at least two-thirds of the then Owners; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Notwithstanding the foregoing, this Declaration may be amended by Declarant without approval by the other Owners so long as Declarant has any ownership interest in any Lot.

Section 6. Duration. This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty-one (21) years from the date of recordation in the Office of the Recorder of Polk County, Iowa, and shall automatically extend for successive periods often (10) years each unless prior to the expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the provisions hereof, but the same shall remain in full force and effect.

ARTICLE VII ANNEXATION AND REMOVAL OF LAND

Section 1. Conveyance of Additional Common Area and Additional Responsibility Elements.

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

Section 2. Subjecting Additional Land to Declaration. Declarant shall have the irrevocable right to subject Additional Land to the terms of this Declaration at any time in the future without the consent of the Association. The Additional Land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the Additional Land shall automatically become Members of the Association in the same manner as described in this Declaration and shall be subject to the same applicable terms, conditions, duties and assessments as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Recorder of Polk County, Iowa. No approval of the Association or any other person shall be necessary.

Section 3. Removing Land from Operation of Declaration. Declarant shall have the right now and in the future to remove any portion of the Properties from the operation of this Declaration provided that the portion so removed has not yet been platted into individual lots and a plat for that portion has not been filed of record with the Auditor of Polk County, Iowa. Declarant shall signify this removal by filing an amendment to this Declaration with the Recorder of Polk County, Iowa. No approval of the Association or any other person shall be necessary.

ARTICLE VIII DISCLAIMER

Declarant may at anytime by written instrument filed with the Polk County Recorder, disclaim its rights and powers hereunder and thereafter it shall have no rights or responsibilities hereunder. Declarant shall have no liability in or for damages of any sort to any Owner, or any lessee or occupant of any Lot or otherwise to any person for any exercise or failure to exercise

any right (or duty or obligation, if any) of Declarant hereunder, for the making of an amendment or modification hereto by Declarant for the granting of approval or withholding of approval required or permitted under the terms of this Declaration or in any other manner arising herefrom. Provided however, any Owner may exercise any rights such Owner may have against the Declarant or otherwise seek to enforce the provisions of this Declaration against Declarant by an action in equity for specific performance and injunctive relief to which Declarant shall be subject. The remedies of specific performance and injunctive relief shall be the only remedies against Declarant for any exercise or failure to exercise any right (or duty or obligation, if any) of Declarant hereunder, for making of an amendment or modification hereto by Declarant, for the granting of approval or withholding of approval required or permitted under the terms of this Declaration or for other matters arising herefrom, all other remedies being expressly waived. Notwithstanding the foregoing, the rights and powers of the Declarant hereunder shall be deemed to have been disclaimed by Declarant five (5) years following the date on which Declarant conveys the last Lot it owns in the Properties and thereafter enforcement of this Declaration may be carried out exclusively by the Owners as provided in the provisions herein.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first above written.

MAPES CONTRUCTION COMPANY, INC.

BY: _____
 Kenny Loder, Authorized Officer

STATE OF IOWA)
)
 COUNTY OF POLK) ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenny Loder to me personally known who, being by me duly sworn, did say that he is the President of the Corporation,. executing the foregoing instrument, that no seal has been procured by the Corporation; that the instrument was signed on behalf of the Corporation by authority of its Board of Directors and that Kenny Loder acknowledged execution of the instrument to be the voluntary act and deed of the Corporation by it voluntarily executed.

 Notary Public in and for the State of Iowa