

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

THIS AMENDED AND RESTATED DECLARATION [hereinafter “Declaration”] is made this ____ day of _____, 2023, by The Vintage Collection at Prairie Trail Owner’s Association [hereinafter “Declarants”].

WHEREAS, Declarants consist of the title owners of the properties legally described as follows:

Lots 1 through 24, in Estates Townhomes at Prairie Trail Plat 1, and Lots 28 through 41, in Estates at Prairie Trail Plat 6, now included in and forming a part of Ankeny, Polk County, Iowa.

WHEREAS, said properties are hereinafter referred to as The Vintage Collection at Prairie Trail; and

WHEREAS, Declarants are desirous of protecting the value and desirability of The Vintage Collection at Prairie Trail, and;

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for The Vintage Collection at Prairie Trail dated August 10, 2016, was recorded on August 10, 2016, in Book 16128, page 814-823; and,

WHEREAS, an Amendment to Covenants, Conditions and Restrictions for The Vintage Collection at Prairie Trail dated August 10, 2017, was recorded on August 10, 2017, in Book 16601, page 52; and

WHEREAS, Declarants have the authority to amend the original Covenants, Conditions and Restrictions for The Vintage Collection at Prairie Trail [hereinafter “original Covenants”] as provided in Article VI, Section 5 of that document and do affirmatively hereby replace the original Covenants in their entirety as amended and restated by Declarants herein.

NOW, THEREFORE Declarants hereby declare that all properties in The Vintage Collection at Prairie Trail shall be held, sold and conveyed subject to the following restrictions,

covenants, and conditions, which are for the purpose of protecting the value and desirability of The Vintage Collection at Prairie Trail and which shall run with the land and shall be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

- A. "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.

- B. "Association Responsibility Elements" shall mean the following:
 - 1. The exterior surface of the residential structure on a Lot, excluding windows, doors, patios, and decks and any exterior improvements done by an Owner, which improvements must be with written approval of the Board.

 - 2. The structural portion of the residential structure, including common walls, siding, roof, gutters, downspouts, and foundations of the residential structure upon the Lot.

 - 3. Yards surrounding a residential structure for purpose of mowing the lawn only.

 - 4. Driveways and sidewalks for snow removal only.

Excluded from this definition of "Association Responsibility Elements" are any defects in the above-listed items which are/were caused by a construction defect, an unapproved improvement installed upon a Lot, or malfeasance, misfeasance, or neglect by an Owner.

- C. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

- D. "City" shall mean and refer to the City of Ankeny, Iowa.

- E. "Declarants" shall have the meaning set forth on Page 1.

- F. "Declarations" shall have the meaning set forth on Page 1.

- G. "Lot" shall mean and refer to an individual parcel of land within The Vintage Collection at Prairie Trail which is platted for a family residential dwelling.

- H. "Member" shall mean and refer to those persons entitled to membership in the Association.
- I. "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 that is a part of The Vintage Collection at Prairie Trail.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- A. 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.
- B. Voting. 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.
- C. 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.
- D. 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. Notice will be provided prior to suspending voting rights and the Member will have 30 days to fully pay the assessment before voting rights are suspended. Voting rights will not be restored until the total amount owed is paid or the Member enters into a payment plan approved by the Board of Directors.
- E. Notice of Meetings of Members. Unless the Articles of Incorporation or the Bylaws otherwise provide, written notice stating the place, day and hour of a meeting of the Members and, in case of a special meeting, the purpose(s) for which the meeting is called, shall be delivered no less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by first class mail. Notice can be made by email if the Member has provided an email address to the Board of Directors. Such notice shall be given by or at the direction of the President or Secretary of the Board of Directors, or the officer or persons calling the meeting and shall be given 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 the Member's address as it appears on the records of the Association with postage thereon prepaid.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

- A. Creation of the Lien and Personal Obligation of Assessments. Declarants hereby covenant, and each Owner of any portion of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) a monthly assessment or proration thereof, (2) a transfer assessment, (3) special assessments for capital improvements and operating deficits, and (4) special assessments as provided in Article III and Article IV; such assessments to be established and collected as hereinafter provided. The assessments 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 Lot at the time when the assessment became due.
- B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners; for improvement, maintenance, repair, replacement, removal, 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 for other purposes specifically provided herein.
- C. Monthly Assessment. The Board of Directors shall establish the monthly assessment to be assessed against each Lot, the amount of which shall be included in the Rules and Regulation established for the Association. Rates for both monthly 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 assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the monthly assessment, special assessments, and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto.
- D. Transfer assessment. At the time of the closing on any Lot, a transfer assessment in an amount set by the Board of Directors shall be paid to the Association by the buyer of the Lot. By including this notice of the transfer assessment in this Declaration, all purchasers are put on notice that upon conveyance of title to such purchasers, unless paid to the Association upon closing, a lien for the transfer assessment shall immediately attach to such Lot.
- E. 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.

- F. Reserve Fund. A portion of such 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, the Board of Directors may use any reserve funds to defray operating costs as it deems appropriate.
- G. Special Assessments for Capital Improvements and Operating Deficits. In addition to the 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.
- H. Date of Commencement of Assessments; Due Dates. The monthly 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. The Board of Directors shall establish the due dates for all other assessments. All payments shall be made on or before the due date.
- I. 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, regardless of whether legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Owner's Lot.
- J. Subordination of Assessments Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded first mortgage.
- K. Right to Other Remedies. Nothing in this Article forecloses the right of the Association to recover unpaid assessments from an Owner personally or by use of any legal means.

ARTICLE IV

INSURANCE

- A. 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, and its agents and employees. The Association shall

also obtain any other insurance required by law to be maintained 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 of 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.

- B. Assessment for Insurance. The premiums for the insurance hereinabove shall be paid by the Association and the pro rata cost thereof shall become a part of the assessment over and above the assessments described in Article III herein.
- C. Member's Home Owners' Insurance. A Member shall list the Association as an additional insured on the home owner's insurance policy for his/her/its home.

ARTICLE V

GENERAL PROVISIONS

- A. Rules and Regulations. The Board of Directors of the Association shall have the authority to amend and adopt rules and regulations. Such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns, and licensees. Such rules, after being properly adopted, shall have the same force and effect as if contained in this Declaration.
- B. No Waiver. Failure of the Association or any Owner to enforce any covenant, condition or restriction of the Declaration, the Articles of Incorporation, the Bylaws of the Association, or rules and regulations adopted by the Association shall not constitute a waiver of the right to enforce the same thereafter.
- C. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, the Association, the Owners and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorney's fees and the costs and expenses incurred as a result thereof. The City shall also have the right of enforcement upon approval of the City Council.
- D. Amendment. This Declaration may be amended or changed by an instrument recorded in the Office of the Recorder of Polk County, Iowa, approved by at least two-thirds of the then Owners pursuant to the voting rights set forth in Article II. The recorded instrument

will be signed by the President and Secretary of the Board of Directors *and shall state the date of the Owner's meeting at which the amendment was approved.*

- E. Duration of the Declaration. This Declaration shall run with the land and shall be binding upon all Owners and 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 of ten (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.
- F. Snow Removal and Mowing. The Association shall be responsible for snow removal from driveways and sidewalks, with the exception of the sidewalk that runs along Prairie Trail Parkway which is the responsibility of the City. The Association shall also be responsible for mowing the lawn on each Lot.
- G. Restriction on Rental. No Lot and no portion of any dwelling shall be leased or rented to any person unless all of the following requirements and conditions are satisfied; (a) all leases shall be in writing and shall be subject to the terms of this Declaration and of the Articles of Incorporation, Bylaws, and any rules and regulations adopted by the Association; (b) a lease shall be for a term of one (1) year; (c) in no event shall there be any sub-leasing; (d) all leases shall be in writing with a copy thereof provided to the Board of Directions prior to the date of possession and the form of the lease must be an Association-approved lease if and when requested by the Association; (e) no lease shall relieve the Owner(s) from liabilities and responsibilities to the Association and other Owners as set forth in the Declaration or imposed under the laws of the State of Iowa; (f) at any given time, the total number of Lots that are leased shall not exceed ten percent (10%) of all Lots (i.e., 10% of 38 Lots results in a maximum of 3 Lots being leased at any given time; (g) the lease must comply with occupancy zoning ordinances of the Ankeny Municipal Code; and (h) all leases must expressly restate the requirement and conditions set forth in this paragraph.
- H. Invalidation. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way affect any of the other provisions hereof, but the same shall remain in full force and effect.
- I. Duration of Association. No dissolution of the Association shall occur without the prior approval and consent of the City.

ARTICLE VI

INDEMNIFICATION

The Association shall indemnify any present or former director, officer, employee or volunteer to the fullest extent possible against expenses, including attorney fees, judgments, fines, settlements, and reasonable expenses, actually incurred by the person relating to conduct as a director, officer, employee, member or volunteer of the Association, except that the mandatory

indemnification required by this Article shall not apply (1) to a breach of the duty of loyalty to the Association, (2) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or (3) for a transaction from which such person derived an improper benefit.

IN WITNESS HEREOF, the President and Secretary of the Board of Directors hereby state that this Amended and Restated Declaration of Covenants, Restrictions and Conditions was approved by at least two-thirds of the Owners at an Owner’s meeting held on the 25th day of July, 2023.

Heidi Heronimus, President

Susan R. Stockdale, Secretary