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Jasper County, Iowa
Nancy Parrott County Recorder

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AMENDED AND RESTATED

DECLARATIONS

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

TANGLEWOOD COURT

129.00 Pd
Chris. Lewis

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The undersigned are Owners of certain Properties in the City of Newton, Jasper County, Iowa which is more particularly described as:

Lots C-21 through C-40, Outlot D, and that part of Outlot C which is west of the line drawn due North from the Northwest corner of Lot C-20 to the North boundary of said Outlot C, all in Greenway of Newton, an official plat now included in and forming a part of the City of Newton, Jasper County, Iowa.

These Amended and Restated Declarations of Covenants, Conditions and Restrictions for Tanglewood Court amend and restate the Declarations of Covenants, Conditions and Restrictions for Greenway of Newton dated January 2, 1979 and filed February 17, 1979 in Book K at Page 224 in the records of the Jasper County Recorder; as modified by Partition Agreement dated February 4, 1991 and filed February 13, 1991 in Book 956 at Page 693 in the records of the Jasper County Recorder and Amendment to Declaration of Covenants, Conditions and Restrictions for Greenway of Newton dated February 4, 1991 and filed in Book 956 at Page 697 in the records of the Jasper County Recorder; and as continued pursuant to Verified Claim dated October 29, 1998 and filed November 2, 1995 in Book 1130 at Page 127 in the Records of the Jasper County Recorder.

The Owners hereby declare that all of the Properties described above and such additions thereto as may hereafter be made pursuant to Article II hereof, shall be held, sold and conveyed subject to all prior easements and restrictions of record, and 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 Tanglewood Court Homeowners Association (formerly Greenway of Newton Homeowners' Association,), its successors and assigns, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa 1977, as amended.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Residential Lot which is part of the Properties, including contract sellers and vendees (deemed Co-Owners), but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision or operation of law.

Section 3. "Properties" shall mean and refer to that certain real property described in Article II of the Declaration, including any plat, division or subdivision or portion thereof, as may hereafter be brought within the jurisdiction of the Association, and such additions thereto.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area owned by the Association at the time of this Amended and Restated Declarations of Covenants, Conditions and Restrictions is described as follows:

Outlot D, and that part of Outlot C which is west of the line drawn due North from the Northwest corner of Lot C-20 to the North boundary of said Outlot C, all in Greenway of Newton, an official plat now included in and forming a part of the City of Newton, Jasper County, Iowa.

Section 5. "Living Unit" shall mean and refer to any portion of a building situated upon a Residential Lot and designed and intended for use and occupancy as a residence by a single family.

Section 6. "Residential Lot" shall mean and refer to any parcel of real estate in the Properties upon which a Living Unit is or will be situated pursuant to which a plat has been filed with the City of Newton, Iowa for approval.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. "Maintenance" shall mean and refer to the maintenance of trees, grounds, shrubs, and walks in the Common Areas; drainageways, swales and drainage structures; and all structures, buildings and improvements located upon the Common Area. "Maintenance" shall also include the maintenance and repair of all underground utilities and private streets located within the Properties and not dedicated to the City of Newton; grass cutting within the Properties, leaf and snow removal; exterior maintenance and exterior painting of Living Units within the Properties; exterior lighting on the Common Areas including yard lights and lampposts as well as the two exterior lights attached to each Living Unit.

Section 9. "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 which are the responsibility of the Association.

Section 10. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions to which the Properties are subject.

Section 11. "Sale" shall mean and refer to the delivery of Warranty Deed or delivery of possession pursuant to a Real Estate Sales Contract.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

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

Lots C-21 through C-40, Outlot D, and that part of Outlot C which is west of the line drawn due North from the Northwest corner of Lot C-20 to the North boundary of said Outlot C, all in Greenway of Newton, an official plat now included in and forming a part of the City of Newton, Jasper County, Iowa.

all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration in the following manner:

Upon approval in writing of the Association pursuant to a majority vote of Members as provided in its Bylaws, the Owners of any property who desire to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants, Conditions and Restrictions as set forth in this Article.

The additions authorized under this and the succeeding subsection shall be made by filing or recording a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property.

Such Supplementary Declaration shall implicitly contain all additions and modifications of the covenants, conditions and restrictions contained in this Declaration, as amended, including cross easements granting the right of future and existing Residential Lot Owners' access, ingress, egress, use and enjoyment in and to all existing and future Common Areas, and other areas covered by easements of use and enjoyment. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants, conditions or restrictions established by this Declaration, as amended, with respect to the Existing Property.

ARTICLE III

PROPERTY RIGHTS

Section 1. Association and Members' Easements of Enjoyment. Subject to the provisions of Section 2 of Article II and Section 3 of Article III, every Member shall have a right of easement of access, ingress, egress, use and enjoyment in and to the Common Area, and such right of easement shall be appurtenant to and shall pass with title to every Residential Lot. The Association shall have the right and authority to enact reasonable rules and regulations governing

the use and enjoyment of the Common Area, provided such rules and regulations are not inconsistent with this Declaration.

Section 2. Existing and Future Owners Rights to Future and Existing Common Area.

When additional property is added as provided in Article II, existing Members shall have full right of access, ingress, egress, use and enjoyment in and to any additional Common Areas and easements subsequently added; and any Owners who become members by virtue of ownership of any Residential Lot which is a part of such additional properties shall have full right of easement of access, ingress, egress, use and enjoyment in and to the then-existing Common Areas, and easements which are reserved as shown on then-existing plats of real estate located within the Properties.

Section 3. Extent of Association and Member Easements. The rights and easements of enjoyment created under Sections 1 and 2 hereof; the title and rights of the Association to the Common Area and easements; and the title and rights of the respective owners shall be subject to the following:

- A. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for capital improvements and in aid thereof to mortgage the Common Area, although the rights of such mortgagee in the Common Area shall be subordinate to the rights of the Members therein;
- B. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;
- C. The Rules and Regulations promulgated and published by the Association, which are consistent with the Association's Articles of Incorporation and Bylaws, and with this Declaration;
- D. The right of the Owner of each Residential Lot to an easement on the Common Area to areas occupied by fireplaces, roof overhangs, air conditioning compressors, flower boxes, decks, balconies, and other appurtenances which are part of the original construction of any Living Unit or which are added pursuant to the provisions of Article VII hereof;
- E. The right of Individual Members or Owners to the use of parking spaces as provided in Article IX hereof;
- F. The right of the Association to dedicate or transfer all or a part of the Common Area to any public agency, authority, or utility, if they desire to accept such transfer, for such purposes and subject to such conditions as may be agreed upon by the Members, provided that no such dedication or transfer, determination as to the purpose or as to the conditions thereof, shall be effective unless an instrument signed by the majority of Members entitled to cast the votes has been recorded agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action is sent to every Member at least thirty (30) days in advance of any action taken;
- G. The right and obligation of the Association to maintain sewer and other underground utilities located within the Properties;

- H. The right of the Association, its successors and assigns, to designate, establish, grant, dedicate, install and/or maintain utility and drainage easements within the Common Area;
- I. The right and obligation of the Association to mow and otherwise maintain the grass within the Properties;
- J. The right and obligation of the Association to remove snow from driveways, sidewalks, patios and decks within the Properties;
- K. The right of the Association to exercise easement for maintenance as defined in Article XI;
- L. The right of the Association to provide in the Common Areas, landscaping, signs, and necessary appurtenant utilities.

Section 4. Title to the Common Area. The Association shall have the fee title to all Common Areas, free and clear of all mechanic's liens or of any liens or encumbrances whatsoever except covenants, conditions and restrictions created by this Declaration or granted to the City of Newton, Iowa.

Section 5. Use of the Common Area. The Common Area shall be used strictly in accordance with the provisions of the Declaration. No Owner shall obstruct or interfere whatever with the rights and privileges of other Owners or the Association in the Common Area, and nothing shall be planted, altered, constructed upon, or removed from the Common Area except by prior written consent of the Association. If an Owner violates this section, the Association shall have the right to restore the Common Area to the prior conditions and charge and assess the cost thereof against the Owner who violates this section and such cost shall become a special assessment and a lien upon the Residential Lot and Living Unit of such Owner and shall become due and payable upon demand. The Association shall have the same right and powers to collect the cost of such restoration as provided in Article V for the collection of delinquent assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Area, the Association or the offended Owner may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorneys' fees as the Courts may allow together with all necessary costs and disbursements incurred in connection therewith.

Section 6. Maintenance. The Owner or occupant of a Residential Lot shall, at the Owner's or occupant's own expense, keep and preserve all patio sidewalks, driveways, fences, decks or patios lying within the Owner's or occupant's property in good repair and condition at all times.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Residential Lot which is subject to assessment pursuant to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot which is subject to assessment by the Association. Ownership of a Residential Lot shall be the sole qualification for membership.

Section 2. The Association shall have one class of voting membership:

Members shall be all Owners and shall be entitled to one vote for each Residential Lot owned. The Owner entitled to vote shall be the Owner of record in the Office of the Recorder of Jasper County, Iowa, unless said Owner of record has agreed in writing, and placed the same on file with the Secretary of the Association, allowing the Owner's vote to be cast by a mortgagee or a Co-Owner. All Co-Owners must agree on a single Owner to cast their vote as they, among themselves, determine, and in no event will a split vote be honored, and in no event shall more than one vote be cast with respect to a Residential Lot. Prior to the time of any meeting at which a vote is to be taken, with respect to each Residential Lot having Co-Owners, the written authorization of the voting Co-Owner shall be filed with the Secretary of the Association in order to be entitled to vote at such meeting, unless such Co-Owners have filed a general voting authority applicable to all votes until rescinded.

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

Section 4. Notice of Member's Meetings. 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 purpose or purposes 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 mail or E-mail, by or at the direction of the president, the 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 the Member's address as it appears on the records of the Association, with postage thereon prepaid.

ARTICLE V

CONVENANTS FOR MONTHLY DUES AND ASSESSMENTS

Section 1. Permitted Assessments. The Association may, as herein provided, levy monthly dues and special assessments.

Monthly dues shall be based upon an equal division of actual and projected costs incidental to maintenance, services and expenses provided or incurred for the benefit of Owners, or within the Common Area contiguous to any Residential Lot owned or intended for ownership by a Unit Owner. Maintenance of sewer and other underground utilities located within the properties shall be deemed to be for the benefit of Unit Owners. After making the foregoing assessment calculation, the total monthly dues of every Member of the Association shall be determined by adding thereto an equal share of actual and projected costs incidental to the operation and administration of the Association.

Special assessments shall be in addition to the monthly dues and shall be levied against individual Residential Lots and Members for actual or projected expenses necessarily incurred to cure default in the performance or observance of these Declarations.

Section 2. Purpose of Monthly Dues and Assessments. The monthly dues levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members; to pay taxes and governmental assessments which may be levied against the Association; and for the improvement and maintenance as herein required or permitted; taxes; governmental assessments for work performed by a governmental subdivision; insurance; water and sewer charges; utility charges; garbage collection; snow removal; lawn and tree maintenance including leaf removal; repair, replacement of and additions to, the Properties and appurtenances and for the cost of labor, equipment, materials, management and supervision.

Section 3. Monthly Dues and Assessments. Monthly dues may be increased each year not more than eight percent (8%) above the assessment for the previous year without a vote of the membership.

- A. The maximum monthly dues assessment permitted without a vote of the membership may be increased above eight percent (8%) by a majority vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose.
- B. The Board of Directors of the Association may fix the monthly dues assessment at an amount not in excess of the allowed 8% above the previous year's assessment, and the Board of Directors of the Association may modify the assessment yearly upward or downward, but in no event upward beyond the 8% permitted by this Section. Written notice of any modification of the monthly dues assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the effective date thereof.
- C. The Board of Directors of the Association may, after consideration of future costs for Maintenance, establish a reserve fund for such purposes with the monies necessary for such reserve fund to be part of the monthly dues assessment. The reserve fund shall be administered pursuant to the Bylaws of the Association.
- D. As a part of the assessment authorized by this Section 3, the Association may levy in any assessment year, an assessment for the purpose of defraying, in whole or in part, the cost of a Capital Improvement upon the Common Area. Such Capital Improvement shall include fixtures and personal property related thereto. Any assessment for such Capital Improvement 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. Such assessment may be

made payable in installments over a period of years, but shall become a lien upon each Residential Lot from the date of its approval. Such assessment may include interest upon the unpaid balance at the rate determined by the Board of Directors of the Association, not to exceed the maximum legal interest in the State of Iowa. An Owner may elect to pay the Owner's share of such assessment in full when it becomes due and payable pursuant to Section 5 of this Article, and thereby avoid any liability for interest thereon. If such Association borrow funds, the rate of interest assessed shall not exceed the actual rate paid to the lender plus one-fourth percent (1/4%) per annum to compensate the Association for reasonable administrative costs of such project.

Section 4. Date of Payment of Monthly Dues. The Monthly Dues shall become due and payable on the first day of each month of each year.

The Board of Directors may increase or decrease the Monthly Dues during any assessment year upon giving thirty (30) days written notice thereof to every Owner subject thereto, provided that any increase does not exceed more than 8% above the assessment for the previous year.

Section 5. Date of Commencement of Special Assessment. The due date of any special assessment under Section 1 shall be fixed in the resolution authorizing such assessment.

Section 6. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Residential Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association; (1) monthly dues or charges against such Residential Lot, (2) special assessments against such Residential Lot, such assessments to be established and collected as herein provided. The monthly dues and special assessments, together with interest, costs and reasonable attorneys' fees incurred in connection with the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Residential Lot against which each such assessment or charge is made, as of the date due. Each such assessment and charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the same fell due. The personal obligation for delinquent assessments and charges shall become a joint and several person obligation with the Owner's successor in title by the latter's taking possession of the Residential Lot upon which such assessments or charges are delinquent.

Section 7. 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 nine percent (9%) per annum. Subsequent to such date, 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. No Owner may waive or otherwise escape liability for the assessments provided for herein.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of a prior first mortgage. Sale or transfer of any Residential Lot shall not affect the assessment lien; however, the sale or transfer of any Residential Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall

extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but shall not extinguish any underlying, personal obligation to pay such assessments whenever falling due. No sale or transfer shall relieve such Residential Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Uniform Rate of Assessment. Both monthly dues and special assessments must be fixed at a uniform rate for all Residential Lots within the Properties, except as otherwise provided to the contrary in this Declaration, and may be collected on a monthly basis. The assessment rate for future maintenance shall be based upon the estimated cost of providing maintenance.

ARTICLE VI

INSTALLATION AND MAINTENANCE OF PRIVATE STREET SYSTEM AND COMMON AREAS.

Section 1. All private streets located within the Properties will be installed at Association's expense. The Association shall provide maintenance and snow removal from such private streets within the Properties which are not dedicated to the public.

Section 2. Sidewalks in the Common Area will be installed at Association's expense. The City of Newton shall have easements over all sidewalks within the Common Area for public access. The Association shall provide maintenance and snow removal from such sidewalks in the Common Area.

Section 3. Each Owner of any Residential Lot or Living Unit by acceptance of a deed or contract therefore, whether or not it shall be so expressed in said deed or contract, covenants and agrees, and the Association and its successors and assigns covenants and agrees for the benefit of the City of Newton, Iowa, that the Residential Lot or Living Unit Owner and/or the Association, its successors and assigns, will, consistent with their respective obligations under this Declaration, maintain, keep free of weeds and debris, and keep in good repair and condition, at no cost or expense to said City, all non-dedicated interior streets, common areas, and Residential Lots, including but not limited to parking areas, drainage ways, swales, ditches, watercourses, including banks of any watercourses, sidewalks, pathways, and other appurtenant features within the Common Areas as shown on the General Plan of Development made and provided to the City of Newton, Iowa, and in accordance with Ordinances, and Rules and Regulations existing or hereafter adopted and enforced by the City of Newton, Iowa.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall, awning, canopy, antennae, or other structure or construction shall be commenced, erected or maintained upon such Residential Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, color, design, shape, height, material and location of the same are in conformity to applicable Building Codes and any other applicable ordinances of the City of Newton, Iowa.

The plans and specifications for any such improvement, alteration or change of a Residential Lot or Living Unit belonging to a Unit Owner shall be submitted in writing to and approved in writing by the Association. No such prior approval shall be required where proposed construction, improvement, repair or maintenance duplicates in color, design, materials, size and location that which originally existed on or about the subject Residential Lot and Living Unit, or as the same had been altered consistent with this Article.

If any such required approval is neither given or withheld by written notice within thirty (30) days after said plans and specifications have been submitted therefore, such approval will not be required and this Article will be deemed satisfied.

The prevailing party in an action at law or in equity brought by the Association or any one or more Members to enforce this Article shall be entitled to recover reasonable attorneys' fees together with all necessary costs and disbursements in connection therewith.

Nothing in this Article shall be interpreted to prevent a Member from completing any landscaping of the Member's Residential Lot, subject to use and utility easements herein reserved and to the right and duty of the Association to maintain sewer and other underground utilities located within the general easements across Residential Lots belonging to Unit Owners.

ARTICLE VIII

COVENANTS FOR INSURANCE

Section 1. Maintenance of Insurance. Each Owner of any Residential Lot, by acceptance of a deed therefore, whether or not expressed, covenants to carry, maintain and timely pay the premium or premiums on a policy of fire, extended coverage, vandalism and malicious mischief with all-risk endorsement insurance. Said insurance is to cover a minimum of the entire replacement cost of the Living Unit located on each residential Lot. The Association shall carry a master insurance policy. In the event of default in maintaining such insurance as required by this Section 1, the Association may, in addition to all other available remedies, effect such insurance for and on behalf of such defaulting Owner, and reimbursement therefore, with interest at the highest lawful rate from the date of expenditure, shall be due upon written demand, and shall be a lien on the subject Residential Lot from the date of such demand, collectible as a special assessment.

Section 2. Certificate of Insurance. Each Owner of any Residential Lot hereby covenants to file a Certificate of Insurance as require under Section 1 of this Article within thirty (30) days after sale of the subject Residential Lot, and within thirty (30) days of renewal of such insurance. Failure to file such Certificate of such insurance shall constitute a failure to carry insurance.

Section 3. Public Liability Insurance. The Association shall provide similar insurance as above and public liability insurance covering the Common Area and all structures located thereon, all in such amounts as may be determined at the discretion of the Association from time to time.

Section 4. The Association may also provide Fidelity Bonds and Workmen's 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 IX

PARKING RIGHTS

The Association shall maintain upon the Common Area vehicle parking spaces conveniently located for use of the Owners and their guests as shown on the recorded plats of real estate located within the Properties. No one shall use these parking spaces for storage of any type of vehicle including but not limited to boats, snowmobiles, trailers, camping vehicles, or other recreational vehicles. Motor vehicles cannot be parked in one spot for longer than 48 hours.

The Board of Directors may from time to time establish additional rules and regulations governing the use of these parking spaces and driveway parking spaces on Residential Lots, and may cause to be towed away any improperly parked vehicles at the owners' expense.

ARTICLE X

GENERAL AND COMMON ELEMENTS

Section 1. General Common Elements. The general common elements are certain elements of real property, property improvements and building. General common elements include, but are not limited to:

- the land described in Article II of this Declaration;
- improvements to the land, including:
 - water, sewer, electrical, telephone, and other utility lines;
 - private drive access into the property;
 - landscaping, including trees, bushes, signs, monuments, light fixtures, etc.;
 - all fence enclosing the boundaries of the common property; does not include patio fencing;
 - house numbers;
 - outdoor lighting.
- exterior structural elements of all buildings, including:
 - the footings and foundation walls;
 - structural elements of walls, floors and roofs;
 - sheathing materials including siding, brick, and roofing;
 - trim elements including fascia, soffits, gutters and downspouts;
 - vent structures including chimneys, attic vents, etc.;
 - garage structural elements and foundation, but not interior walls thereof.
- interior structural elements of all buildings, including:
 - gypsum board, and wall and cavity insulation.

Section 2. Limited Common Elements. The limited common elements are carefully defined because they identify areas of risk and maintenance responsibility by unit owners. The limited common elements are those elements of property improvements and buildings which primarily serve only one unit owner. Limited common elements include the following when they serve one unit only:

- all windows and doors of a unit, including the frames, sashes, glass and hardware, and concrete floors;
- each unit driveway, garage flooring, garage door and garage door openers;
- patio, deck, or garage area which serves only one unit, except as identified above as general common elements;
- patio and deck exits
- interior parts of a building serving one unit only, including:
 - trim, including moldings and doors;
 - electrical, plumbing, telephone, TV and other cables and conduits serving one unit only;
 - heating and cooling systems including condensers, compressors, furnaces, ducting and vent devices;
 - water heaters, kitchen appliances and cabinets, bathroom fixtures;
 - wood floors.
- all other devices or fixtures which serve one unit only and are attached to general common elements.

Section 3. Common Elements. Excluding the areas owned by unit owners, all property, property improvements and buildings shall be either general or limited common elements; because general common elements are maintained by Tanglewood Court Homeowners' Association and limited common elements, with a few exceptions, are maintained by the Unit Owners, any element of property which is not clearly designated limited or general common element shall be considered a general common element consistent with the principles set forth in this Declaration.

The maintenance requirements for general and limited common elements are set forth in Article I of the Declaration.

Section 4. Units Ownership. Each unit shall consist of the area between the interior unfinished surfaces of its perimeter walls (including glass areas of various doors or windows), and including the interior surface of the exterior door(s) and between the lower unfinished surface of the ceiling and the upper unfinished surface of the concrete slab or the wood decking of the floor. In all cases, a unit shall include and be defined by the surfaces referred to above and shall include any non-load-bearing partitions within, except that all lines, wires, ducts and the like within any non-load-bearing partition or wall shall be excluded and shall not constitute a part of the unit for purposes of ownership of such unit. An owner, however, shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish or redecorate the interior surface of the walls, ceilings, floors, windows and doors bounding the Owner's unit. An owner shall have exclusive rights with respect to general or limited common elements which are within the Owner's unit.

Section 5. Willful or Negligent Acts. Willful or negligent acts of the Association, specifically including failure to maintain general common elements, which have created a maintenance obligation of an owner or resident of a unit, shall be the responsibility of the Association. If in the decision of the Association, willful or negligent acts of an owner or resident of a unit have created a maintenance obligation of the Association, the Association may transfer the responsibility of maintenance to the owner.

ARTICLE XI

MAINTENANCE EASEMENT

The Association will provide maintenance as provided in this Declaration. For the purpose solely of performing the maintenance authorized by this Declaration, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owners, to enter upon any Residential Lot at reasonable hours of any day to the extent necessary to perform such maintenance.

ARTICLE XII

ADDITIONAL RESTRICTIONS

Section 1. No Residential Lot shall be used except for residential purposes.

Section 2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Residential 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 Association may, by rules and regulations, prohibit or limit the raising, breeding or keeping on any Residential Lot, frontlot, or rearlot, any pet.

Section 3. No noxious or offensive activities not involving the maintenance of Residential Lots or Common Area shall be carried on upon any Residential Lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood; nor shall any Residential Lot be used for any unlawful purpose. Nor shall any Owner cause, or suffer or harbor the source of, any noise or activity which disturbs the peace, comfort and quiet enjoyment of other Owners or those claiming under or through other Owners.

Section 4. The Owner or Occupant of each Residential Lot, vacant or improved, shall keep the same free of debris and in a state of cleanliness.

Section 5. No trash receptacles or garbage cans shall be permitted to be placed outside of a building or a structure on any Residential Lot or in the Common Area, except on a temporary basis if so required by governmental regulation or terms of contract with a commercial waste collector.

Section 6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Residential Lot or the Common Area at any time as a residence, either temporarily or permanently.

Section 7. Installation of a satellite dish antenna is permitted as specified in the current "Association Satellite Dish Antenna Policy". Installation of radio antennas or outside wiring upon a Residential Lot or Living Unit, must receive prior Board approval.

Section 8. All unattached sporting equipment, toys, outdoor cooking equipment, and other equipment and supplies necessary or convenient to residential living shall be stored within the Living Unit, garage or patio area. The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious weed or other noxious substance is prohibited.

Section 9. A mailbox and key, and maintenance of the mailbox, is provided for each unit by the Association. Key replacement cost is sole responsibility of the Unit Owner. Contact Association Board for replacement key.

Section 10. No obstruction of drainageways, roads, or sidewalks shall be permitted.

Section 11. A sump pump may be located in any unit and shall be metered to that unit only, and its operation, maintenance, and repair shall be the sole responsibility of that Unit Owner.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

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

Section 2. Severability. The invalidity of any one or more phrases, sentences, clauses, paragraphs, sections or Articles hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs, sections or Articles contained therein should be invalid or should operate to render this agreement invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections, Article or Articles had not been inserted, and shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 3. Binding. These covenants shall continue and remain in full force and effect at all times as to "The Properties" and as to the owners of any lot in such premises, regardless of how title was acquired, until twenty-one (21) years after date of recording of this Amended and Restated Declarations of Covenants, Conditions and Restrictions. In the event any of the owners of the above described lots file a verified claim with the Recorder of Jasper County prior to the expiration of said twenty-one (21) year period as provided by Iowa Code §614.24 or its successor restrictions will be extended for a further twenty-one (21) years or as provided by law.

These covenants shall inure to the benefit of the Residential Lot Owners, the Association, and their successors or assigns.

Section 4. Violation. If the Residential Lot Owner, or the Association, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants, conditions, or restrictions herein while the same remain in force and effect, it shall be lawful for the Association or any other person or persons owning any other Residential Lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction and either to prevent the person or persons from so doing, to recover damages or other dues for such violation, or both.

Section 5. Amendment. Subject to the requirements of the Amendment to the Amended and Restated Declarations of Covenants, Conditions and Restrictions, this Declaration may be amended by an instrument signed by not less than a majority of the Residential Lot Owners.

Section 6. Priority. This Declaration will supersede and take precedence over any provision in the Articles of Incorporation or Bylaws of the Association now or hereafter appearing. In the event of any conflict or apparent conflict with this Declaration and any Article or Bylaw provision, the conflicting provision in the Article or Bylaw shall be disregarded.

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 the context.

ARTICLE XIV

PARTITIONED PROPERTY

This Amended and Restated Declarations of Covenants, Conditions and Restrictions shall continue to be subject to the applicable provisions of the Partition Agreement dated February 4, 1991 and filed February 13, 1991 in Book 956 at Page 693 in the records of the Jasper County Recorder and Amendment to Declaration of Covenants, Conditions and Restrictions for Greenway of Newton dated February 4, 1991 and filed in Book 956 at Page 697 in the records of the Jasper County Recorder; and as continued pursuant to Verified Claim dated October 29, 1998 and filed November 2, 1995 in Book 1130 at Page 127 in the Records of the Jasper County Recorder.

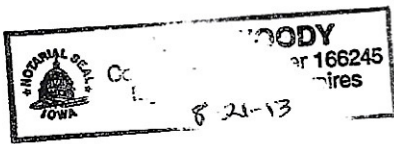
IN WITNESS WHEREOF, the undersigned, being the Owners herein, has caused these presents to be executed and date set appropriate their respective names.

In addition, pursuant to Partition Agreement and Amendment to Declaration of Covenants, Conditions, and Restrictions for Greenway of Newton dated 02-04-91 and recorded 02-13-91 in the records of the Jasper County Recorder, as initially referred to herein, the undersigned also represent 60% of the Owners of property removed from the Declaration.

Unit 926 R Steve Adams Dated 9-13, 2010.
R. Steve Adams

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept. 13, 2010, by R. Steve Adams, a single person.



Irma Woody
Notary Public

Unit 927 Newton Investment Condos LLC Dated 9-13, 2010.
Newton Investment Condos LLC, as Co-Owner of
Newton Investment Condos LLC

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept. 7, 2010, by
Pete Koppin as Co-Owner of Newton Investment Condos LLC.



Irma Woody
Notary Public

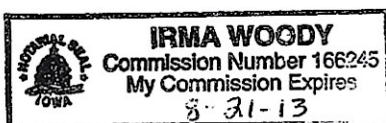
Unit 928 Thomas Nevins Dated Sept 7, 2010.
Mary Ann Nevins

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept. 7, 2010, by Thomas & Mary Ann Nevins, husband and wife.



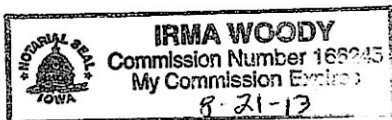
Irma Woody
Notary Public



Unit 929 Amy Lehrman Dated Sept. 7, 2010.
Amy Lehrman

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept. 7, 2010, by Amy Lehrman, a single person.

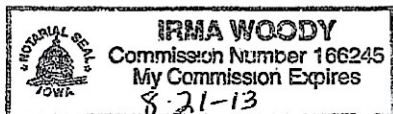


Irma Woody
Notary Public

Unit 930 Cardinal Condos LLC Dated Sept. 7, 2010.
Barb Jackson, as co-owner of
Cardinal Condominiums, LLC

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept. 7, 2010, by
Barbara Jackson as Co-owner of Cardinal Condominiums, LLC.



Irma Woody
Notary Public

Unit 931 Cardinal Condos LLC Dated Sept 7, 2010.
Barb Jackson, as co-owner of
Cardinal Condominiums, LLC

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept. 7, 2010, by
Barbara Jackson as Co-owner of Cardinal Condominiums, LLC.

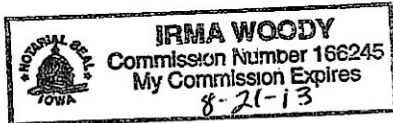


Irma Woody
Notary Public

Unit 932 Martha J. Barker Dated Sept. 7, 2010.
Martha J. Barker

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept. 7, 2010, by Martha J. Barker, a single person.

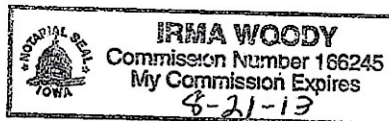


Irma Woody
Notary Public

Unit 933 Nicole L. Meehan Dated Sept. 7, 2010.
Nicole L. Meehan

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept. 7, 2010, by Nicole L. Meehan, a single person.

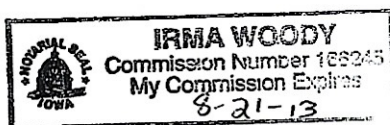


Irma Woody
Notary Public

Unit 934 Marsha A. Haycock Dated Sept. 7, 2010.
Marsha A. Haycock

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept 7, 2010, by Marsha A. Haycock, a single person.



Irma Woody
Notary Public

Unit 935 Dolores D. Mawdsley Dated 9/7, 2010.
Dolores D. Mawdsley

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept. 7, 2010, by Delores D. Mawdsley, a single person.

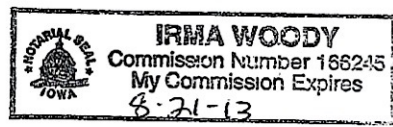


Irma Woody
Notary Public

Unit 936 Bernice A. Adams Dated Sept. 7, 2010.
Bernice A. Adams

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept. 7, 2010, by Bernice A. Adams, a single person.

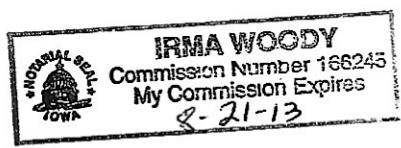


Irma Woody
Notary Public

Unit 937 Neala Veenstra Dated Sept. 7, 2010.
Neala Veenstra

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept. 7, 2010, by Neala Veenstra, a single person.



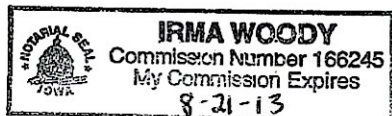
Irma Woody
Notary Public

Unit 1430 Lyle Schuldt Dated Sept 10, 2010.
Lyle Schuldt (Andrea Lea Schuldt, deceased)

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept 10, 2010, by Lyle Schuldt, a single person.

Irma Woody
Notary Public

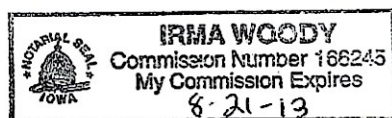


Unit 1432 Cardinal Condos LLC Dated Sept 7, 2010.
Barb Jackson, as co-owner of
Cardinal Condominiums, LLC

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept 7, 2010, by
Barbara Jackson as Co-owner of Cardinal Condominiums, LLC.

Irma Woody
Notary Public

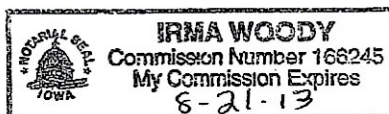


Unit 1434 Cardinal Condos LLC Dated Sept 7, 2010.
Barb Jackson, as co-owner of
Cardinal Condominiums, LLC

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept 7, 2010, by
Barbara Jackson as Co-owner of Cardinal Condominiums, LLC.

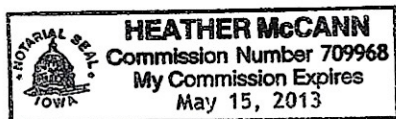
Irma Woody
Notary Public



Unit 1436 Rose M Evans Dated 10/13/10, 2010.
Rose M. Evans

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on 10/13, 2010, by Rose M. Evans, a single person.

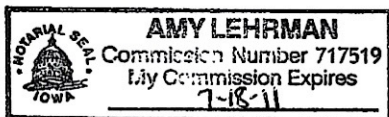


Heather McCann
Notary Public

Unit 1502 Irma B. Woody Dated Sept. 7, 2010.
Irma B. Woody

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on September 7th, 2010, by Irma B. Woody, a single person.



Amy Lehman
Notary Public

Unit 1504 Janice V. Reynolds Dated September 7, 2010.
Janice V. Reynolds

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept. 7, 2010, by Janice V. Reynolds, a single person.

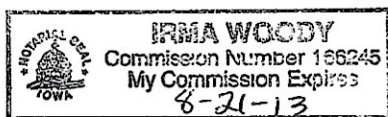
Irma Woody
Notary Public



Unit 1506 Cardinal Condos LLC Dated Sept 7, 2010.
Barb Jackson, as co-owner of
Cardinal Condominiums, LLC

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept 7, 2010, by
Barbara Jackson as Co-owner of Cardinal Condominiums, LLC.

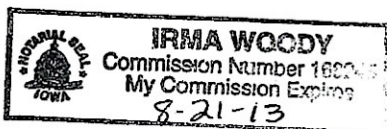


Irma Woody
Notary Public

Unit 1508 Cardinal Condos LLC Dated Sept 7, 2010.
Barb Jackson, as co-owner of
Cardinal Condominiums, LLC

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on Sept 7, 2010, by
Barbara Jackson as Co-owner of Cardinal Condominiums, LLC.



Irma Woody
Notary Public

Titleholder of all property removed from Declaration by Agreement referred to herein.

Frank Levy Dated 1-19-11, 2010.
FRANK LEVY, as GENERAL PARTNER of Meadow Wood Associates of Newton, LP

STATE OF IOWA, COUNTY OF JASPER,

This instrument was acknowledged before me on 1-19-²⁰¹¹, 2010, by
FRANK LEVY as General Partner of Meadow Wood Associates of
Newton, LP.

Sandra A. Jacoby
Notary Public

