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Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 201900010310
BK: 17433 PG: 282

**FIRST AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS
FOR BROOK RUN VILLAGE
Recorder's Cover Sheet**

Preparer Information: (name, address and phone number)

Seth R. Delutri
801 Grand Avenue, Suite 3700
Des Moines, Iowa 50309-8004
Phone: (515) 246-5842

Taxpayer Information: (name and complete address)

N/A

Return Document To: (name and complete address)

Seth R. Delutri
801 Grand Avenue, Suite 3700
Des Moines, Iowa 50309-8004

Grantors:

Brook Run Village Owners Association, Inc.

FIRST AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS
FOR BROOK RUN VILLAGE

THIS DECLARATION, made on the date hereinafter set forth by Brook Run Village Owners Association, Inc., an Iowa non-profit corporation, with its principal office in Polk County, Iowa, hereinafter referred to as "Association."

WITNESSETH:

WHEREAS, Association is the home owners' association for certain property (hereinafter referred to as the "Properties") situated in Polk County, Iowa, which is described as:

Brook Run Village Plats 1-15, Official Plats, now included in and forming a part of the City of Des Moines, Polk County, Iowa.

WHEREAS, the Properties are currently subject to a "Master Declaration of Covenants for Brook Run Village," which were filed of record on December 4, 1998, at Book 8079, Page 921 in the records of the Polk County Recorder; and

WHEREAS, Association desires to continue to provide for the ownership and maintenance of certain amenities in the Properties and in Brook Run Village Plat 1, and to this end, desires that the Properties continue to be subject to covenants, restrictions, easements, charges and liens as hereinafter set forth, each and all of which is and are for the benefit of the Properties and each owner thereof.

NOW THEREFORE, Association hereby declares that the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Properties and be binding on all parties having any rights, 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 Brook Run Village Owners Association, Inc., its successors and assigns, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa, as amended. The Association shall be the Master Association for the Properties. Unless otherwise specified, whenever the Association is required or authorized to take an action by this Declaration, the affirmative vote of a majority of the Board of Directors of the Association shall constitute the decision of the Association, which action shall be executed or carried-out by the agent(s) so authorized and directed by the Association.

Section 2. "Multi-Member Association" shall mean and refer to any association of Owners of Lots located in a specific and separately identified subdivision or plat of a part of the Properties.

Section 3. "City" shall mean and refer to the City of Des Moines, Iowa.

Section 4. "Declaration" shall mean and refer to this First Amended and Restated Declaration of Covenants to which the Properties are subject.

Section 5. "Lot" shall mean and refer to any and all lots contained in any plat or replats of the Properties or any portion thereof made and recorded in accordance with the statutes of the State of Iowa.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any part of the Properties, including contract vendees, 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 7. "Properties" shall mean and refer to that certain real property described above but shall exclude and not refer to any portion thereof conveyed, dedicated or granted to the City of Des Moines now or in the future.

ARTICLE II
ASSOCIATION DUTIES

Section 1. Common Areas.

a. The Common Areas shall consist of any and all areas designated as common areas in any of the Brook Run Village Plats 1-15, the Official Plats, now included in and forming a part of the City of Des Moines, Polk County, Iowa, subject to any and all utilities located thereon, easements and restrictions.

b. The Association is the owner of the Common Areas and shall be responsible for the management and control of the Common Areas and all improvements thereon, and shall keep the same in good, safe, clean, attractive and sanitary condition, order and repair in compliance with the terms and conditions of the Declaration, and shall pay all taxes and assessments levied against the Common Areas.

c. The Common Areas shall be used strictly in accordance with the provisions of the Declaration and any rules and regulations promulgated by the Association. No Owner shall obstruct or interfere whatsoever with the rights and privileges of the Association in the Common Areas and nothing shall be planted, altered, constructed upon, or removed from the Common Areas, except by prior written consent of the Association. If an Owner violates this section, the Association shall have the right to restore the Common Areas to the prior condition and charge and assess the cost thereof against the Owner who violates this section and such cost shall become a special assessment and lien upon the Lot of such Owner and shall become due and payable upon demand. The Association shall have the same rights and powers to collect the cost of such restoration as provided in Article IV or Article VII. If an Owner interferes with the Association's use and control of the Common Areas, the Association may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorney's fees as the Court may allow together with all necessary costs and disbursements incurred in connection therewith.

d. The ownership of the Common Areas shall not be changed and shall continue in perpetuity except by approval of not less than a simple majority of the then outstanding eligible votes and the prior written approval of the City.

Section 2. Roundabouts and Cul-de-sacs.

a. The Association will be responsible for the repair, maintenance and replacement of any landscaping within the roundabout and cul-de-sac areas located in any street right-of-ways. Such repair, maintenance and replacement of such landscaping shall be in accordance with the site plan approved by the City. All lawn areas located in said roundabout and cul-de-sac areas, and all shrubs and trees located therein, which are installed by Declarant, its successors and assigns, shall be maintained, mowed and trimmed on a regular basis.

b. The City, upon 30 days' written notice (except in case of emergency), shall have the right to require the Association to perform any and all of its maintenance, repair, reconstruction and replacement and management responsibilities with respect to the roundabout and cul-de-sac areas in accordance with this Declaration, and any conditions and covenants in connection with the platting of any portion of the Properties and its ordinances.

c. Officers, employees or contracted agents of the City shall have the right and authority to enter upon the roundabout and cul-de-sac areas for the administration of general public services and shall not be responsible for any damage caused to said area in carrying out said services.

d. The Association, its successors or assigns, agree to defend, indemnify, protect and save harmless the City from and against any judgments, awards, claims or expenses or other things whatsoever, including attorney fees, costs or disbursements, arising out of or in connection with any act or acts of negligence, causes, omissions, fault, misconduct, claims, damages, suits or other actions developed, brought or asserted by any person, firm, corporation, entity or estate, against the City by reason of, in connection with, related to or growing out of, directly or indirectly, the duties and responsibilities which are imposed upon the Association, its successors and assigns, with respect to its duties or obligations under this Section, or related to or growing out of, directly or indirectly, maintaining, repairing, construction, or reconstruction of the said roundabout and cul-de-sac areas.

e. Neither the Declarant, Owners, Association nor any other person or other entity shall place any reliance upon the approval of this Declaration by the City. Neither the issuance of, nor any inspections or certifications made relating to any City ordinance or approval, including the approval of this Declaration, shall constitute an assumption by the City, or any elected officials, officers, agents or employees thereof, of any duty or responsibility of any person or entity to adequately construct, reconstruct, repair and maintain the roundabout and cul-de-sac areas and improvements located thereon. A certification that the roundabout and cul-de-sac areas have been inspected, pursuant to any City ordinance regulating the same shall not, in any way, constitute a representation, covenants, warranty or guaranty of the safety or quality of said improvements by the City, or any elected officials, officers agents or employees thereof.

f. This Section concerning the roundabout and cul-de-sac areas shall not be amended without the prior written approval of the City.

Section 3. Entrance Signs. The Association shall be responsible for, and perform all maintenance, repair, reconstruction and replacement of any and all landscaping improvements and permanent monument signs planted in or constructed on any Common Areas or other areas established by permanent easements. The Association shall perform all reasonable and necessary maintenance, repair, reconstruction and replacement duties as are necessary and desirable to preserve the high quality of the Properties.

Section 4. Insurance. The Association shall obtain a broad form of public liability insurance insuring the Association, with such limits of liabilities as the Association shall determine to be necessary, against all acts, omissions to act and negligence of the Association, its employees and agents.

Section 5. Other Projects. The Association may undertake any other projects, and may perform any other actions including to expend its funds to complete such projects, whether or not located exclusively on private property (an Owner’s or Owners’ Lot(s)), provided, however, that such project must: (A) have a broad benefit to the Association as a whole, as determined by the Association; and (B) be approved by the Owners at an annual or special meeting.

Section 6. Dissolution. The Association shall not be dissolved, liquidated or its corporate existence terminated except upon the prior written approval of the City.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to the ownership of the real property and shall be indivisible from such ownership. No Owner, whether one or more persons, shall have more than one membership per Lot.

Section 2. Voting Rights. There shall be appurtenant to each Lot one vote in the Association. When more than one person holds an interest in any such Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall the vote be split with respect to any such Lot. In the event that the Owners of any Lot fail to determine how to cast any vote, no vote shall be cast for said Lot and said Lot shall be excluded from the “eligible votes” for purposes of determining quorums and satisfying voting requirements.

Section 3. Board of Directors. The Owners eligible to vote shall elect a Board of Directors of the Association as prescribed by the Association's By-laws. The Board of Directors shall manage the affairs of the Association.

Section 4. Suspension of Voting Rights. The Association shall suspend the voting rights of an Owner for any period during which any assessment against his or her Lot remains unpaid. The Association shall suspend the voting rights of an Owner for any period during which any infraction of this Declaration or any rules or regulations of the Association remains uncured.

Any Owner whose voting rights are suspended under this Section shall be excluded from the “eligible votes” for purposes of determining quorums and satisfying voting requirements.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. 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) annual assessments or charges, and (2) special assessments for capital improvements and operating deficits; and (3) any charge, fee, or penalty assessed against an Owner for violation of these Declarations and/or any and all rules and regulations of the Association. Such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot (land) and shall be a continuing lien upon the property against which each such assessment is made. The lien for the assessments shall be prior to all other liens on the property, except only tax liens on the Lot in favor of any assessing unit and special district, and all sums unpaid on a first mortgage of record. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title but shall remain a charge or lien against the subject Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the purposes of the Association as set for in Article II, including but not limited to, payment of legal liabilities or obligations of the Association and all fees, costs, expenses, and attorney’s fees in connection therewith.

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

Section 4. Rate of Assessments. As of calendar year 2019, the maximum annual assessment to an Owner shall be \$125.00 per Lot.

Section 5. Increase in Assessments.

a. The maximum annual assessment may be increased each year by not more than twenty-five percent (25%) above the maximum assessment for the previous year by the Association without a vote of the Owners of the Association.

b. The maximum annual assessment may only be increased above twenty-five percent (25%) of the maximum assessment for the previous year upon approval of the Owners by

a vote of not less than a simple majority of the of the then outstanding eligible votes at a meeting duly called for this purpose.

c. Subject to subparagraphs (a) and (b) above, the Association may modify the annual assessment upward or downward from time to time. Written notice of any modification of the annual assessment shall be sent to every Owner subject thereto.

Section 6. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessment, the Association may levy a special assessment if necessary to finance or perform any of its stated obligations and responsibilities under this Declaration, provided that any such special assessment shall have the assent of not less than a simple majority of the then outstanding eligible votes at a meeting duly called for this purpose.

Section 7. Notice and Quorum for Action Authorized Under Sections 5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5 and 6 shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At such meeting, the presence of fifty percent (50%) of all Owners (whether in person, by proxy, or absentee ballot) entitled to vote shall constitute a quorum. If the required quorum is not present, the meeting shall be rescheduled to a date within sixty (60) days subject to the same notice requirement, provided, however, that the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 8. Date of Commencement of Assessments; Due Dates: The Association shall fix the amount of such assessments at least thirty (30) days in advance of each annual assessment period. Written notice of such assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Association and annual assessments may be collected in equal monthly installments at the discretion of the Association.

The Association shall, upon demand, and for a reasonable charge, furnish a statement signed by an authorized representative of the Association setting forth whether the assessments owing by an Owner have been paid. A properly executed statement of the Association as to the status of assessments is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late fee and bear interest from the due date at the rate of fifteen (15%) per annum or at the highest rate allowed by Iowa Law, whichever is higher. The Association may bring an action at law against the Owner or Multi-Member Association 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 such assessment the costs of preparing and filing the petition in such action, including reasonable attorney's fees. No Owner or Multi-Member Association may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of said Owner's Lot.

Section 10. Subordination of Assessments Liens. If any property subject to a lien created by any provision in this Declaration shall be subject to the lien of a first Mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not

operate to affect or impair the lien of such Mortgage; and (ii) the foreclosure of the lien of such Mortgage or the acceptance of a deed in lieu of the foreclosure by the Mortgagee, shall not operate to affect or impair the lien except the assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure. All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting Owner personally.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein.

- a. All property which is dedicated to and accepted by a public authority; and
- b. All Common Areas.

ARTICLE V
RULES AND REGULATIONS

Section 1. The Association shall have the right to adopt rules and regulations governing the Common Areas and such rules shall be observed and obeyed by all Owners, their guests, lessees, assigns and licensees. Provided, no such rules or regulations adopted by the Association shall, in any way, modify, amend, repeal or alter the provisions of this Declaration requiring the approval of a vote of the membership of the Association or the City.

Section 2. No Waiver. Failure of the Association to enforce any covenant, condition or restrictions, 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 this right to enforce the same thereafter.

Section 3. Fines and Liquidated Damages. In addition to the enforcement rights granted to the Association for the collection of assessments, the Association shall have the right to maintain any action at law or in equity appropriate for the enforcement of the rules and regulations, the covenants, conditions and restrictions contained in this Declaration, the Articles of Incorporation and Bylaws. The Association is specifically granted a right to obtain affirmative or negative injunctions, restraining orders and similar equitable relief for repeated violations by any person whatsoever. The Association shall have the right to adopt a schedule of

finer and/or liquidated damages to be imposed upon Owners, their families, tenants, invitees and guests for violations of the rules and regulations, the covenants, conditions and restrictions contained in this Declaration and the Articles of Incorporation and Bylaws of the Association.

ARTICLE VI
USE RESTRICTIONS

Section 1. No person, whether an Owner of the Association or not, shall be allowed to enter upon or swim in any lakes or other water impoundments forming a part of the Common Area. No docks, boats, floating devices of any type, or swimming platforms shall be permitted on such lakes or water impoundments.

Section 2. No Owner shall change any elevations or grades within the Common Areas or the easement areas for the maintenance of monument signs in favor of the Association.

Section 3 (Designation of Use). All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than residential purposes consistent with the applicable zoning classification(s) and platting requirement(s) associated with each such Lot.

Section 4 (Building Area). No dwelling shall be constructed upon or permitted to remain upon any Lot unless it meets the floor area requirements of the Des Moines Zoning Ordinance applicable to BROOK RUN VILLAGE on the date of the issuance of the building permit for the construction of said dwelling.

Section 5 (Design & Construction). Any dwelling constructed on any Lot shall meet the following requirements:

- a. No mobile home or Manufactured Homes as defined in the Code of Iowa, or any previously used structure of any kind shall be placed on or erected on any Lot.
- b. No dwelling (including porches) shall be constructed within 20 feet of the lot line adjoining the street right-of-way of any Lot, or within 5 feet of any side lot line of any Lot.
- c. All dwellings must have, at a minimum, a single attached or detached garage, which shall not be constructed within 25 feet of the front property line adjoining the street right-of-way of any Lot. A detached garage may be constructed within 3 feet of a side or rear lot line, and the driveway for a detached garage shall be allowed to abut side lot lines.
- d. All asphalt or fiberglass shingles on any dwelling or garage constructed on any Lot shall be a decorator or laminated shingle. No 3-tab shingles shall be allowed on any dwelling, garage or other structure constructed on any Lot.
- e. Any dog run, trash receptacles, tool sheds or other structure of like nature shall be screened by shrubbery or decorative fence or both, so as not to be seen from street view.

f. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction.

g. The exterior of any dwelling, garage, auxiliary building or shed located on any Lot shall be finished in an earth tone conservative color design that will blend well with the abutting subdivisions. White is an acceptable color. Some brick or stone finish is encouraged on the front of dwellings. Siding products are encouraged to be maintenance free.

Section 6 (Temporary Structures). No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.

Section 7 (Trailers, Recreational Vehicles, Boats). All trailers of any kind (utility, commercial or other), campers, recreational vehicles, buses, food trucks/trailers, and boats shall be stored in a garage or be totally screened or not visible from street view, provided, however, that an Owner may park such vehicles in their driveway on a temporary basis. For purposes of this section, "temporary basis" shall mean for a period not exceeding 48 consecutive hours at any one time **and** not exceeding 96 total hours in any calendar month.

Section 8 (Nuisances). No noxious or offensive activity odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.

Section 9 (Livestock and Poultry Prohibited). No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes.

Section 10 (Easements). Certain perpetual easements are reserved as shown on the recorded plat. The owner or occupant of a Lot shall, at their own expense, keep and preserve that portion of the easement within their Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.

Section 11 (Sidewalks). The owner of a Lot shall, at the owner's expense, install and maintain public sidewalks in accordance with specifications of the City of Des Moines.

Section 12 (Fences). No fence over three (3) feet in height shall be permitted within the front elevation of any Lots. No chain link fence shall extend to the front of any Lot beyond the front edge of the dwelling. All chain link fences shall be have a black or brown vinyl or similar finish.

Section 13 (Violation/Enforcement). Any Owner violating any Use Restriction under this Article shall be subject to a fine or penalty adopted by the Association pursuant to Article V, Section 3. The Association is authorized to collect such fine or penalty by taking any action authorized by Article V or Article VII.

ARTICLE VII
GENERAL PROVISIONS

Section 1. 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 City, and the Owners shall all have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Iowa law, with or without providing any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with 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 2. Amendment. This Declaration may be amended or changed, unless otherwise provided herein, at any time by an instrument recorded in the Office of the Recorder of Polk County, Iowa, certified by the President and Secretary of the Association that the same has been approved by not less than a simple majority of the then outstanding eligible votes. Likewise, the covenants with, and rights of the City herein shall not be amended without the prior approval of the City.

Section 3. Third Party Beneficiary. The City is hereby declared to be a third party beneficiary of the provisions of this Declaration. As such, the City has no duty or obligation to exercise its rights to enforce or perform any obligations reserved to it under the provisions of this Declaration. The rights of the City provided for in this Declaration shall be exercised by the City at its sole option and discretion. Whenever the approval of the City is required under this Declaration, the same shall not be unreasonably withheld or delayed.

Section 4. Binding Effect. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of all Owners, members of the Association, as well as the Association, and their heirs, successors and assigns and are intended to be perpetual in nature to the extent allowed by applicable law. To the extent that perpetual term is not allowed for this Declaration, the terms of this Declaration shall be deemed covenants running with the land and shall remain in full force and effect for a period of twenty-one (21) years after they have been filed in the Land Records of Polk County, Iowa, with the ability, prior to the expiration of such twenty-one (21) year period, for such Declaration to be extended for additional periods of twenty-one (21) years by the filing of a claim in accordance with Sections 614.24 and 614.25 of the Code of Iowa, as amended, or any successor statute. Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions thereof, but the same shall remain in full force and effect.

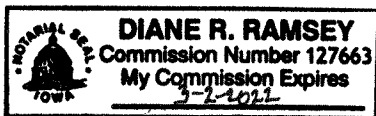
IN WITNESS WHEREOF, Brook Run Village Owners Association, Inc. has caused this Declaration to be executed this 1st day of August, 2019 after having been approved by not less than sixty-seven percent (67%) of the outstanding votes of the Owners (Members of the Association).

BROOK RUN VILLAGE OWNERS ASSOCIATION, INC.

By: Martin Chebuhar
Martin Chebuhar, President
(printed name)

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me this 1st day of August, 2019, by Martin Chebuhar as President of Brook Run Village Owners Association, Inc.

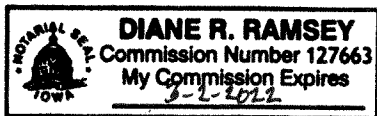


Diane A. Ramsey
Signature of Notary Public

By: Pam Schwartz
Pam Schwartz Secretary
(printed name)

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me this 1st day of August, 2019, by Pam Schwartz as Secretary of Brook Run Village Owners Association, Inc.



Diane A. Ramsey
Signature of Notary Public