



16


Book 2014 Page 12516
 Document 12516 Type COVEN Pages 16
 Date 9/19/2014 Time 1:57 PM
 Rec Amt \$82.00

MTG -
 PCRF -
 BKRF -
 ODD -
 D/C -

Chad Airhart, Recorder
 Dallas County IOWA



MASTER DECLARATION OF COVENANTS
FOR
ACADIA

Recorder's Cover Sheet

Bill Iowa Title :

Preparer Information: (name, address and phone number)

Jeremy C. Sharpe, Esq., 666 Walnut Street, Suite 2000, Des Moines, IA 50309-3989,
 Phone 515-243-7100

Taxpayer Information: (name and complete address)

Accurate Land Company, Inc.
 12035 University Avenue, Suite 100
 Clive, IA 50325

Return Document To: (name and complete address)

Preparer

Declarant:

Accurate Land Company, Inc.

Grantees:

To Whom It May Concern

Legal Description: See Page 2.

Document or instrument number of previously recorded documents: N/A.

**MASTER DECLARATION OF COVENANTS
FOR
ACADIA**

THIS DECLARATION, made on this 14 day of August, 2014 by **Accurate Land Company, Inc.**, an Iowa corporation, with its principal office in Polk County, Iowa, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as the "Property") situated in Dallas County, Iowa, which is described as follows:

The West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Fourteen (14) in Township Seventy-Nine (79) North, Range Twenty-Six (26) West of the 5th P.M., Urbandale, Dallas County, Iowa

WHEREAS, Declarant is the equitable titleholder under a purchase agreement with the current record legal titleholder of land adjacent on the west of the Property (hereinafter referred to as the "Additional Land"), which Declarant may decide to later subject to the terms of this Declaration to be included as part of the Property, which Additional Land is legally described as follow:

The East One-Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fourteen (14) in Township Seventy-Nine (79) North, Range Twenty-Six (26) West of the 5th P.M. in Urbandale, Dallas County, Iowa except Parcels A and B of the survey of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 14 as shown in the office of the Dallas County Recorder in Book 2009, Page 12345.

and;

WHEREAS, Declarant desires to create upon the Property a residential use community, with possibly mixed single family and multifamily residential uses, and with green spaces, wetlands, landscaping, and possibly other improvements, fixtures and personal property thereon as common areas (the "Common Areas" as further defined below) to be owned by the below referenced Association for the benefit of the owners of the Property; and

WHEREAS, Declarant desires to provide for the ownership, preservation of values and amenities in the Property and for the maintenance of the Common Areas, and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner of any portion thereof.

NOW, THEREFORE, Declarant, in consideration of the premises and for other good and valuable consideration, hereby declares that all the Property 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 Property and be binding on all parties having any rights, title or interest in the described Property 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 the Acadia Owners Association, Inc., its successors and assigns, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa as amended. The Articles of Incorporation for the Association have been executed by the incorporator. The Articles of Incorporation and initial Bylaws for the Association are hereby incorporated by this reference.

Section 2. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

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

Section 4. "Common Areas" shall mean all real property (including the landscaping, entry feature sign, plantings, vegetation, waterways, detention areas and other improvements thereon) and/or personal property and/or fixtures owned and/or maintained by the Association for the common use, benefit and enjoyment of the Owners, including any areas within the Property required under the terms of any law or ordinance or under any Development Agreement with the City, or under any federal law or regulations, to be created and/or maintained by the Association to preserve the nature and/or uniform appearance of such areas and/or to accomplish the purposes of such applicable ordinances, Development Agreements or federal laws or regulations, including, without limitation, storm water detention areas and the Wetlands Area.

Section 5. "Declarant" shall mean and refer to Accurate Land Company, Inc. and its successors and assigns.

Section 6. "Declaration" shall mean and refer to this Master Declaration of Covenants to which the Property is subject, as the same may be amended from time to time.

Section 7. "Lot" and "Outlots" shall mean and refer to any and all Lots and Outlots contained in any plat or replats of the Property or any portion thereof made and recorded in accordance with the statutes of the State of Iowa.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration, the Articles of Incorporation and Bylaws of the Association.

Section 9. "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 Property, 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 10. "Property" shall mean and refer to that certain real property described above and the Additional Land or other real property which may later be included in the Property by the Declarant by an Amendment to this Declaration as provided in Article V below, but shall exclude and not refer to any portion thereof conveyed, dedicated or granted to the City now or in the future.

Section 11. "Wetlands" or Wetlands Area" shall mean the areas within the Property designated by the U.S. Corps. of Engineers of the Department of the Army as wetlands or as United States Waters governed by the federal Clean Water Act of 1978, including, without limitation the project area covered by the Department of the Army 404 authorization letter to the Declarant dated October 30, 2013 and any subsequent such authorization letters issued by the Department with regard to other portions of the Property. A drawing depicting the location of the Wetlands Area governed by the Department of the Army 404 authorization letter dated October 30, 2013, including wetlands permanently impacted, wetlands to remain undisturbed and United States Waters areas to be maintained by the Association, is attached hereto as Exhibit A.

ARTICLE II COMMON AREAS

Section 1. Common Areas. The Common Areas shall consist of the above defined Common Areas and such additional Common Areas conveyed by Declarant to the Association or required to be created and maintained by the Association from time to time as provided for herein, or as provided for/required by applicable City ordinances or Development Agreements or by federal law and regulations. **The portion of any platted lot included in the Property, in which a portion of the Wetlands Area is located that is to remain undisturbed, although part of a privately owned Lot, shall be deemed part of the Common Areas solely for purposes of the responsibility and rights of the Association to maintain and have access for such maintenance of the Wetlands Area set forth herein and shall be subject to the restrictive covenants as to the Wetlands Area set forth in Section 3 below.**

Section 2. Obligations of the Association. The Association, whether or not the Owner thereof, shall be responsible for the Common Areas, and, subject to the rights of the Owners as set forth in the Declaration, shall be responsible for the management and control of the Common Areas conveyed to it or for which it is otherwise responsible, and all improvements thereon, and shall keep the same in good, safe, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management. The Association's obligations shall include the maintenance, repair, reconstruction and replacement of the grassy areas, Wetlands Area, storm water detention areas, landscaping, fixtures, personal property and other improvements located in and constituting the Common Areas. The Association shall also be responsible for the enforcement, as to the Property and the development thereof, of the building restrictions, covenants and other associated conditions set forth herein or in any City ordinance, Agreement or federal law or regulations. The Association's obligations under this Section are for the exclusive benefit of the Owners, the City of Urbandale and the U.S. Corps of Engineers. **Notwithstanding the foregoing, the cost of constructing storm water detention areas, and any maintenance, repairs, reconstruction and replacement of the storm water detention areas and the costs thereof resulting from the development activities of the Declarant, shall be the responsibility of the Declarant.**

Section 3. Wetlands Area. The Wetlands Area shall be considered part of the Common Areas. The Association shall be responsible for the maintenance and protection and the cost of maintaining and protecting the Wetlands Area, and may assess the Owners for such costs, as part of the overall Common Area maintenance costs for which assessments may be made under this Declaration and/or the bylaws of the Association. **Notwithstanding the foregoing, any maintenance and protection of the Wetlands Area and the costs thereof resulting from the development activities of the Declarant shall be the responsibility of the Declarant.**

The following requirements are being imposed by the Army Corps of Engineers as ongoing obligations of the Association for maintenance and protection of the Wetlands Area that are to be restrictive covenants running with the land:

- (a) A 1000-foot long section of the unnamed tributary (shown on Exhibit A hereto) has been stabilized and enhanced. This area has gabion baskets that are required to be maintained in place to reduce the flow of water through the channel but may not prevent the movement of fish/aquatic species. Trash and debris must be removed from the channel as needed.
- (b) A 25-foot buffer must be established and maintained from the top of the bank on each side of the 1000-foot stream mitigation area. This area cannot be mowed or used in ways that are incompatible with the stream mitigation area.
- (c) Bank and shoreline protection must consist of suitable clean materials, free from debris, trash and other deleterious materials. If broken concrete is used as riprap, all reinforcing rods must be cut flush with the surface of the concrete, and individual pieces of concrete shall not exceed 3-feet in any dimension. Asphalt, car bodies and broken concrete containing asphalt are specifically excluded from this authorization.
- (d) All tree clearing activities must occur outside of the dates of April 15 to September 15, being the breeding season for the endangered Indiana Bat (*Myotis sodalis*).
- (e) A report detailing the aspects of the stream mitigation components shall be provided to the Corps within one year of installing the check dams to restore function to the stream. The report must show location of all of the structures in their as-built condition, and must also show the established buffer area with a 25-foot zone from the top of each bank on each side of the creek.
- (f) Tree clearing next to the WUS-1 mitigation area must be kept to a minimum.
- (g) The un-impacted area of Wetland 1 shall be maintained in an undisturbed manner.
- (h) Tree clearing is not allowed in the buffer area when homes are built on the lots.

These restrictions must be applicable to all lots within any plat or plats of the Property and shall run with the land. These restrictions relate specifically to the project relating to the Property authorized by the Department of the Army 404 authorization letter dated October 30, 2013 to the Declarant and this Master Declaration may be amended by the Declarant as needed to include additional restrictive covenants relating to any future Department of the Army 404 authorization

letters pertaining to the development of any portion of the Property within which there is a Wetlands Area.

Section 4. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which are owned and/or maintained by the Association except as otherwise provided herein. The rights of easement and enjoyment in the Common Areas for all Owners are subject to the terms of this Declaration (and subject to any reasonable and nondiscriminatory rules and regulations which may be enacted by the Association) which shall be appurtenant to and shall pass with the title to every Lot or Outlot, subject to the following provisions;

(a) the right of the Association to suspend the voting rights of the Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations; and

(b) the right of the Association, to dedicate or transfer all or any part of the owned Common Areas to any public agency, authority, or utility for such purposes and such conditions as may be agreed to by the Members; provided no such dedication or transfer shall be effective unless an approval of such dedication or transfer has been obtained from members having 2/3rds of the votes entitled to be cast at a regular or special meeting of the Association; and

(c) the right and obligation of the Association to maintain underground utilities located within the Common Area; and

(d) the right of the Declarant, its successors and assigns to designate, establish, grant, dedicate, install and/or maintain utility and drainage easements within the Common Areas; and

(e) the right of the Declarant to maintain on any Lot or other portion of the Property owned by Declarant, a sales office, together with access, ingress, and egress to and from said Lot or portion of the Property over the Common Areas for Declarant and Declarant's invitees in conjunction with its business operated from said sales office subject to the ordinances of the City; and

(f) the right of Declarant to provide in and as part of the Common Areas, landscaping and recreational equipment, signs, decorative structures and necessary appurtenant utilities consistent with the ordinances of the City; and

(g) the Rules and Regulations promulgated and published by the Association's Board of Directors, the Articles of Incorporation and Bylaws, and those accompanying this Declaration; and

(h) the right of the Association, to mortgage any or all of the Common Areas with the assent of a two-thirds (2/3rds) majority of the votes entitled to be cast.

Notwithstanding anything to the contrary in this Section or elsewhere in this Declaration, the Owners shall not be entitled to any use or right to occupy the storm water detention areas or the Wetlands Area within the Common Areas if such would disturb the intended purpose or use of such areas or violate any applicable law or agreement protecting such areas.

Section 5. Title to Common Areas. The Declarant hereby covenants for itself, its successors and assigns, that it shall convey to the Association from time to time the fee title or easement rights to Common Areas, to be owned and/or maintained by the Association, free and clear of all mechanic's liens or other liens or encumbrances whatsoever except covenants, easements, conditions and restrictions, whether or not of record or created by this Declaration or granted to any public authority. Common Areas, if any, created by subsequent Amendment to the Declaration or by subsequent plats within the Property, subject to the provisions of Article V, Section 5 below with regard to the ability to establish additional Associations, shall be conveyed, or easements therefor shall be assigned, to the Association, together with rights and obligations to maintain the same, from time to time following the recording of such Amendment to the Declaration or such subsequent plat in the Dallas County Recorder's Office.

Section 6. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, the right to enjoy the Common Areas, to family members, tenants or contract purchasers who reside on the property and to no one else.

Section 7. Use of the Common Areas. The Common Areas shall be used strictly in accordance with the provisions of the Declaration and rules and regulations promulgated by the Association or City ordinances or agreements with the City. No owner shall obstruct or interfere whatever with the rights and privileges of other Owners or the Association in the Common Areas, and nothing shall be planted, altered, constructed upon or moved from the Common Areas, except by prior written consent of the Association, or otherwise as required or permitted by applicable city ordinances or applicable agreements with the City. 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 a 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 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 Areas, 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 Court may allow together with all necessary costs and disbursements incurred in connection therewith.

Section 8. Duration. The ownership of the Common Areas conveyed to the Association, and the Common Areas themselves, shall not be changed and shall continue in perpetuity, except by approval of a 2/3rds majority of the votes entitled to be cast with regard to such Common Areas.

Section 9. Dissolution. The Association shall not be dissolved, liquidated or its corporate existence terminated except as provided in the Articles of Incorporation or Bylaws of the Association.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The owner or owners of the Property or any portion thereof or any Lots in subdivisions thereof shall be members of the Association; Membership shall be appurtenant to the ownership of the real property and shall be indivisible from such ownership.

Section 2. Voting Rights. Each Member of the Association shall be entitled to one vote per Lot or other parcel of the Property owned, but common owners of any Lot or other parcel of the Property shall cast only one vote for such Lot or parcel and shall have a right to vote concerning the affairs of the Association.

Notwithstanding the foregoing, should the Board determine as to a matter relating to any of the Common Areas, and the expenses related thereto, that only certain Members will be benefited by the existence of the Common Area, the Board may limit the Members voting as to matters pertaining to such Common Area and expenses, and shall limit the assessment of the costs relating to such Common Area, to those Members the Board determines are benefited thereby. In such case, the Members so benefited shall be entitled to vote on matters relating to the Common Area and shall be assessed for costs relating thereto at a uniform amount for all Lots or parcels subject to such assessment. Should any Member dispute a determination by the Board as to the Members entitled to vote and/or who would be subject to assessment with regard to a Common Area or its expenses, such Member may direct the Board to call a special meeting of Members for the purpose of confirming or overriding the determination of the Board as to the Members that are entitled to vote and who are to be assessed with regard to such Common Area and its expenses. In such case, such determination by the Board must be confirmed by a two-thirds (2/3) majority of all votes entitled to be cast, and if not so confirmed, the Board shall at such special meeting revise the determination as to the Members entitled to vote and who will be assessed until a determination is approved by a two-thirds majority of votes entitled to be cast.

NOTWITHSTANDING ANY OF THE ABOVE, THE DECLARANT, WHICH INCLUDES ITS SUCCESSORS AND ASSIGNS, SHALL BE THE SOLE VOTING MEMBERS OF THE ASSOCIATION UNTIL SUCH TIME AS DECLARANT NO LONGER OWNS ANY PORTION OF THE PROPERTY, OR UNTIL THE DECLARANT WAIVES THIS RIGHT TO BE SOLE VOTING MEMBER, WHICHEVER FIRST OCCURS. SO LONG AS DECLARANT IS THE SOLE VOTING MEMBER OF THE ASSOCIATION, IT, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT TO ELECT ALL DIRECTORS.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for the entire Property, hereby covenants, and each owner of any portion of the Property 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) special assessments as provided in Section 3 below. 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 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Areas and for other purposes specifically provided herein, including but not limited to, payment of legal liabilities or obligations of the Association and all fees, costs, expenses, and attorney fees in connection therewith.

Section 3. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association shall levy a special assessment if necessary to finance or perform any of its stated obligations and responsibilities under this Declaration. Further, the Association may levy a special assessment in addition to the annual assessments for the purpose of defraying, in whole or in part, the cost of any construction of a capital improvement not required of the Association under this Declaration or other discretionary expenditure, provided that any such assessment shall have the assent of a majority of the votes entitled to be cast, in person or by proxy, at a meeting duly called for this purpose.

After the Declarant is no longer the sole voting Member of the Association, written notice of any meeting called for the purpose of taking any action authorized under this Section 3 shall be sent to all members subject to such assessment not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members in person or by proxy entitled to cast sixty percent (60%) of all the votes of membership subject to the assessment shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 4. Rate of Assessment. Annual and special assessments provided for in this Declaration shall be assessed at a uniform amount for all Lots or parcels of the Property owned by Members subject to the assessment, in relation to the total budget on which any annual or special assessment is based.

Section 5. Due Dates of Annual Assessments: Due Dates. The annual assessments for any calendar year provided for herein shall be due as to each property on the first day of _____ each year. Upon the first sale of a particular Lot or portion of the Property by Declarant, the purchaser shall pay a pro rata portion of the annual and/or special assessment payable for the year in which the property is purchased, if purchased other than on January 1, of such year. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of the due date of the assessment increase. Written notice of special assessments, of increases in annual assessments, and such other assessment notices as the Directors shall deem appropriate shall be sent to every Owner subject thereto at least thirty (30)

days in advance of the due date of the assessment. The due dates for special assessments and any revised due dates for annual assessments shall be established by the Board of Directors. 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 property have been paid. A properly executed certificate from the Association regarding the status of assessments on property shall be binding upon the Association as of the date of its issuance.

Section 6. Effect of Nonpayment 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 12% 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 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 may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot or portion of the Property.

Section 7. 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 that 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 8. 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 which are owned by the Association;

No other land or improvements located within the Property shall be exempt from said assessments, charges or liens, except as otherwise provided above.

ARTICLE V
DECLARANT'S RIGHTS

Section 1. Declarant reserves the right to use any of the Property it owns, to sell, assign or conduct other businesses in connection with the construction and development of the project prior to its being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain models, erect signs, maintain an office, staff the office with employees, and to show Property then unsold. Declarant retains the right to be considered an Owner of any Lot, Outlot or portion of the Property that remains unsold. Declarant's rights are subject to all applicable ordinances of the City.

Section 2. Declarant, its successors and assigns, reserve the right to later include some or all of the Additional Land as part of the Property subject to this Declaration, with the right to further develop the Additional Land as additional platted Lots and/or Outlots, and/or as additional Common Areas to be deeded to the Association. The development of any portion of the Property for single family or multifamily residential use, or for any other residential use as may be permitted by the zoning ordinances of the City of Urbandale, shall be at the sole discretion of the Declarant. None of the provisions of this Section shall obligate the Declarant to add any or all of the Additional Land to the Property, and the Declarant may, in its discretion, establish all or a portion of the Additional Land as a separate project or projects or as any other permitted form of development. The addition to the Property of some or all of the Additional Land shall be given effect by an amendment or amendments to this Declaration by the Declarant, which amendment(s) will not require the consent or approval of any Owner, mortgagee or other interested person, and may provide for and create any easements on the Property benefitting or burdening any of the Property as expanded, as are reasonably necessary in the Declarant's judgment to provide access, utilities and other necessary services to the portion of the Additional Land being added to the Property.

Section 3. Declarant, its successors and assigns, reserve the right to remove from the Property and from the terms of this Declaration any of the Property which it owns and is undeveloped, or which it owns and is not part of a plat or other single family or multifamily residential development in which it has sold any Lots or Units. A withdrawal of such portion of the Property from the terms of this Master Declaration will be given effect by an appropriate amendment or amendments to this Declaration, which amendment(s) will not require the consent or approval of any Owner, mortgagee or other interested person of any other part of the Property. To the extent any area removed from the Property would continue to benefit from the existence of any of the Common Areas located on the remaining Property, the Declarant or its successors or assigns, or any separate Association created for the removed area, shall enter into a joint maintenance Agreement with the Association for the equitable sharing of the costs of maintaining such Common Areas.

Section 4. As to the Common Areas, Declarant is and shall be responsible for all duties and obligations of the Association hereunder, and shall have all rights of the Association as to

Common Areas, until such Common Areas are either conveyed to the Association or until responsibility for such Common Area is or may be assigned to the Association.

Section 5. Declarant shall have the right, in connection with its development or sale or any portion of the Property, to establish or allow to be established additional Associations (“New Association”) operating under separate Declarations of Covenants, for the purpose of creating and maintaining Common Areas which are desired by the Declarant, and/or by the Buyer of such portion of the Property and/or are required by any applicable city ordinance or Development Agreement with the city for such portion of the Property, which benefit only that portion of the Property being so developed or sold, and which the New Association would own or for which it would be responsible. Upon the creation of such New Association, the Association under this Master Declaration shall have no obligations or responsibility for such Common Areas governed or owned by the New Association, and such Common Areas shall not be deemed to be Common Areas under the terms of this Master Declaration, but such portion of the Property would otherwise remain subject to the terms of this Master Declaration.

Section 6. Declarant shall have the right to assign its rights and obligations as Declarant under this Master Declaration to a third party until such time as Declarant no longer owns any of the Property or voluntarily chooses to no longer be the sole voting member of the Association.

ARTICLE VI
MAINTENANCE AND MANAGEMENT

Section 1. Maintenance of Common Areas. The Association shall perform the following maintenance tasks:

(a) maintain, repair, or replace the Common Areas. The Association shall arrange for the maintenance of said Common Areas to include signage maintenance, mowing, weed control, and tree maintenance.

(b) such other reasonable and necessary maintenance, and replacement duties as are necessary and desirable to preserve the high quality of the Common Areas.

Section 2. Financial Responsibility. The Association, through its Board of Directors, shall obtain and maintain casualty and general liability insurance covering the Common Areas for the benefit of and on behalf of itself and its Members. Any such insurance obtained shall be in an amount and in form reasonably calculated to protect the named insureds from casualty damages, and from liability with respect to any and all claims, demands and the like arising out of or connected with the ownership, operation or existence of the Common Areas.

Section 3. Responsibility for Willful or Negligent Act. In the event the need for maintenance or repair to the Common Areas is caused through the Willful or negligent act of an Owner, his or her family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the monthly assessments to which such Lot or Outlot is subject.

ARTICLE VII
EASEMENTS AND ENCROACHMENTS

Section 1. Easement for Maintenance. Declarant reserves unto the Association a nonexclusive easement over the Common Areas for the sole benefit of the Association in performance of its maintenance obligation under this Declaration. This easement shall not be for the benefit of the Members or the public at large.

Section 2. Easement for Signs. Declarant reserves unto itself, its successors and assigns, for so long as it owns any portion of the Property, the right and easement to erect and maintain identification and "For Sale" sign or signs within the Property, including any Common Areas as Declarant deems reasonably necessary, provided the same are consistent with the ordinances of the City.

ARTICLE VIII
COVENANTS WITH THE CITY

Section 1. Right of Public Access. Officers, employees or contracted agents of the City shall have the right and authority to enter upon the Common Areas and easements reserved or granted for the benefit of the Association for the administration of general public services including Emergency Fire Protection, Law Enforcement and utility installation and maintenance.

Section 2. Amendment. This Article shall not be amended without the prior written approval of the City.

ARTICLE IX
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, Declarant, the persons in ownership from time to time of the Property or any portion thereof and all parties claiming under them, the Association and the City shall 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 proving 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. Failure of the Association to enforce any covenant, condition or restriction, under this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

Section 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 a 2/3rds majority of the total votes of members entitled to be cast; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration may also be amended by Declarant, (i) if it then has any ownership interest in the Property, and has not waived its

rights to be the sole voting member of the Association, or (ii) to implement the Declarant's rights as provided in Article V above at any time without the approval of any other Owner or Owners or their mortgagees.

Section 3. Binding Effect. This Declaration and its covenants, conditions and restrictions shall run with the land and shall be binding upon all parties claiming under them. Invalidation of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions hereof, but the same shall remain in full force and effect.

Section 4. Period of Covenants. This Declaration as it relates to covenants, conditions and restrictions subject to the limitations period under Section 614.24 of the Iowa Code, as amended, shall continue and remain in full force and effect at all times as to the Property and as to the Owners of any Lot, regardless of how title was acquired, for a period of twenty-one (21) years from the date of the recordation of this Declaration in the office of the Polk County Recorder. Pursuant to Section 614.24 of the Code of Iowa, as amended, the provisions of this Declaration subject to the time limitations of such Section may be extended for an additional period of twenty-one (21) years by the filing of record by any Owner, the Declarant, or the Association of a certified claim in the records of the Polk County Recorder prior to the twenty-first anniversary of the date of the filing of this Declaration, or the twenty-first anniversary of the last filing of such a verified claim.

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

DECLARANT:

ACCURATE LAND COMPANY, INC.

By: *Kevin J. Johnson*
Name: Kevin J. Johnson
Title: President

STATE OF IOWA)
)ss:
COUNTY OF POLK)

This record was acknowledged before me on the 14th day of August, 2014 by Kevin J. Johnson as President of Accurate Land Company, Inc.

Lisa Jo Skipton
Notary Public in and for said County and State

[Stamp]



**CONSENT OF MORTGAGEE TO MASTER
DECLARATION OF COVENANTS,
FOR ACADIA**

The undersigned, Great Western Bank, is the holder of a certain mortgage against the Property submitted to the Master Declaration of Covenants for Acadia (the "Master Declaration"), which said Mortgage is recorded in Book 2012, Page 23599 of the Dallas County records. By its execution of this Consent, the undersigned hereby consents to the submission of the Property described in the Master Declaration and covered by such Mortgage to the covenants and provisions of the Master Declaration, such that the lien of the undersigned as to such Property so submitted would become subject to the terms of the Master Declaration in the same manner as if the Master Declaration had been filed of record on the date prior to the date of the filing of record of the above-referenced Mortgage.

Dated this 18th day of August, 2014.

GREAT WESTERN BANK

By: *Patrick Reding*
Name: Patrick Reding
Title: SRP

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on the 18th day of August, 2014, by Patrick Reding, as senior vice president of Great Western Bank.



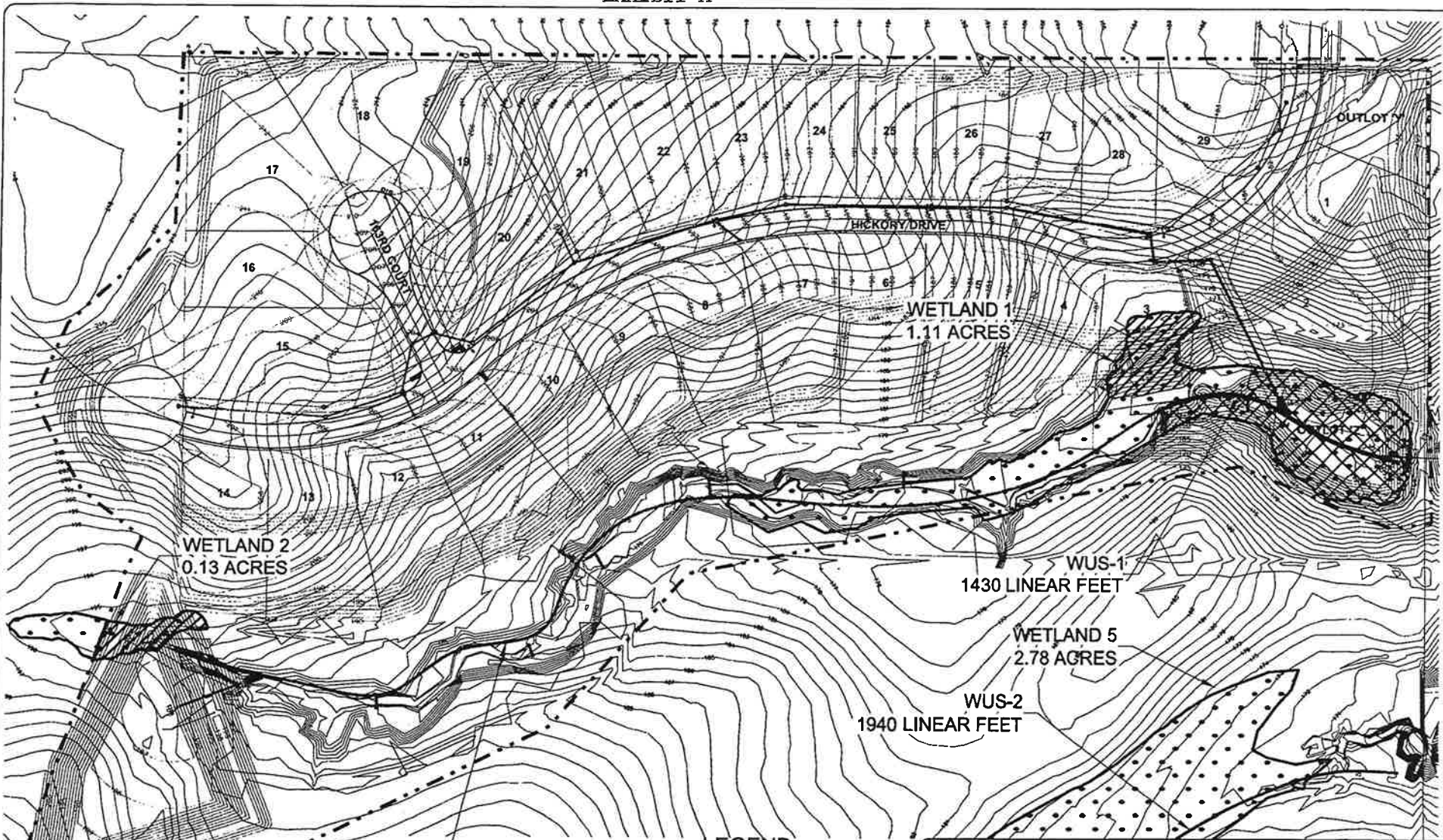
Erin Goedeke
Notary Public in and for the State of Iowa
My Commission Expires 8-21-2017

EXHIBIT A



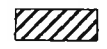




10/16/2013 1:31:52 PM:mjl

X:\DATA\2013\13A012-00\CADD\Plans\13A012-00_Fig_2P.dgn

© 2011 Foth Infrastructure & Environment, LLC



LEGEND

- - - - - PROJECT AREA
-  - WATERS OF THE U.S. (WUS)
-  - WETLAND AREA
-  - PERMANENT WUS IMPACT
-  - TEMPORARY WUS IMPACT
-  - PERMANENT WETLAND IMPACT
-  - TEMPORARY WETLAND IMPACT
-  - GABION CHECK DAM

TOPOGRAPHIC SURVEY AND SITE LAYOUT PROVIDED BY GDA.



ACCURATE LAND COMPANY INC. ACADIA DEVELOPMENT - URBANDALE, IA 162ND STREET PROPOSED SITE LAYOUT	
SCALE 	PROJECT ID # 13A012.00
DATE: 10/16/13 PREPARED BY: MJL CHECKED BY: ESM	 Foth Infrastructure & Environment, LLC
FIGURE NO. 2	