



Stonewood Crossing Covenants

Square Footage Minimums:

Ranch	2,400*
Story and a Half	2,000*
Two Story	1,800-2,800*
Split Level	n/a

**Exclusive of attached garages, breezeways, and porches*

Utilities:

Electric	Mid-American
Gas	Mid-American
Internet	CenturyLink, Mediacom, Verizon
Water	West Des Moines Water Works

School District: Waukee Community School District, Waukee High School

HOA: Yes/Managed by: Signature Commercial Real Estate, Dave Hansen – dhansen@signatureRES.com

HOA Fees: TBD

Exterior Elements Excluded: No aluminum, steel, or vinyl must be approved by the Development Board. Must blend in with other existing structures of the property, must be professionally designed and be consistent with standards set forth in detail in the Addendum to the Declaration.

Front Elevation Material Requirements: See Addendum for complete details.

Garage Minimum: 3 car minimum

Siding Material Excluded: Aluminum, steel, and vinyl are not allowed. Please see Addendum (pg. 7 & 8) for complete details.

Fence Material Allowed: Steel and wrought iron fencing allowed, see Addendum for complete details.

Storage Sheds, Play Structure Requirements: Must be aesthetically in harmony with exterior design of the home including the roof and material must have same material and color as the home. Not closer to than 20' from any lot line. Play structures, play sets, sports facility improvements may not be more than 10' high, must be earth tone in color.

Street Tree Requirements: n/a

Landscaping Requirements: Sodding completed on front yard within first 30 days after completion of home. Minimum of 5 trees planted in the front and side yards. Full landscaping plan needs to be submitted to the Declarant prior to installation. Existing trees to be maintained by homeowner. See addendums for complete details.

Pets: Dogs, cats and other common household pets

**DECLARATION OF RESIDENTIAL COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
AND
DECLARATION OF HOMEOWNERS' ASSOCIATION
FOR
STONEWOOD
(Recorder Cover Sheet)**

Preparer Information: (name, address and phone number)

David I. Hansen, 4701 121st Street, Urbandale, Iowa 50323, Phone 515-221-9990

Taxpayer Information: (name and complete address)

Stonewood, Inc.
4701 121st Street
Urbandale, Iowa 50323

Return Document to: (name and complete address)

Stonewood, Inc.
c/o Signature Real Estate Services, Inc.
4701 121st Street
Urbandale, Iowa 50323

Grantors:

Stonewood, Inc.

Grantees:

Legal Description:

See Page 2 for the Legal Description of the Property.

Document or instrument number of previously recorded documents:

Not applicable.

**DECLARATION OF RESIDENTIAL COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
AND
DECLARATION OF HOMEOWNERS' ASSOCIATION
FOR
STONEWOOD**

THIS DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AND DECLARATION OF HOMEOWNERS' ASSOCIATION FOR STONEWOOD (the "**Declaration**") is made this 20 day of December, 2022, by Stonewood, Inc., an Iowa corporation.

RECITALS:

WHEREAS, Declarant is the owner of certain real property located in the City of West Des Moines, Dallas County, Iowa, which is legally described as follows:

Lots 1 – 26 and Outlot X in Stonewood Plat 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa.

WHEREAS, Declarant is desirous of developing the Property as a unique planned community known as Stonewood and to establish certain covenants, conditions, easements, and restrictions to protect the value and desirability of the Property for the benefit of the Owners of the Lots; and

WHEREAS, Declarant also desires to establish a Homeowners' Association to provide for the preservation and architectural control of the Lots as well as the maintenance of common facilities and common areas for the benefit of Stonewood and Owners of the Lots within the Property;

NOW, THEREFORE, Declarant by the execution and recording of this Declaration, hereby publishes and declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, easements and restrictions set forth herein for the purpose of protecting the value, desirability and attractiveness of the Lots, and all of which shall run with the Property and shall be binding on all parties having any right, title or interest in the Property, or any part thereof, and their heirs, successors, assigns, grantees, executors, administrators and devisees, and shall inure to the benefit of each Owner thereof.

**ARTICLE I.
DEFINITIONS**

A. "**Addendum to the Declaration**" shall mean and refer to the addendum which sets forth the design guidelines, architectural review process and architectural standards for the Property which is attached to this Declaration and incorporated herein by this reference.

B. **"Articles"** shall mean and refer to the Articles of Incorporation of the Association duly filed with the Iowa Secretary of State, as the same may be amended from time to time.

C. **"Association"** shall mean and refer to Stonewood Homeowners' Association, Inc., a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, and its successors and assigns. The Articles of Incorporation for the Association have been executed by the incorporator. The Articles of Incorporation and initial Bylaws for the Association are incorporated herein by this reference.

D. **"Association Responsibility Elements"** shall mean (i) All signs including the development signage, entrance signage, entrance features and monument signage together with the landscape elements, hardscape materials, retaining walls and those landscape areas adjacent to and around such signage including the landscape plantings and materials, and similar features utilized within the Plat; (ii) All ponds, water detention basins, water fountains, and water features including the walls, the hardscape materials, the irrigation system, the equipment and the electrical components in connection therewith to the extent not otherwise maintained by the Maintenance Association (iii) All landscape plantings and materials located within the Common Areas and the Easement Areas of the Plat not otherwise maintained by the Maintenance Association; (iv) All landscape plantings and/or lawn areas in the designated landscape Easement Areas whether located within the landscape buffer areas or within and adjacent to the public right-of-way of South Grand Prairie Parkway and Booneville Road; (v) All Common Areas of the Plat and the features located thereon which are not otherwise maintained by the Maintenance Association; (vi) Those "No Mow Zones" located within the Plat whether or not fully or partially located upon any Lot, Easement Area or Common Area; (vii) Mailbox cluster units, if any; (viii) Address markers on a Lot which may be installed by the Declarant, if any; and (ix) Any other areas subject to the Easement rights of the Association and other Owners as created in the Declaration, and which are to be maintained by the Association for the benefit of the Owners.

E. **"Board or Board of Directors"** shall mean and refer to the members of the Board of Directors of the Association duly appointed by Declarant or elected by the Members in accordance with this Declaration or the Bylaws.

F. **"Bylaws"** shall mean and refer to the Bylaws of the Association adopted by the Board of Directors, as the same may be amended from time to time.

G. **"City"** shall mean the City of West Des Moines, Iowa.

H. **"County"** shall mean Dallas County, Iowa.

I. **"Committee"** shall mean and refer to the committee appointed by the Declarant or the Association for the purposes of reviewing all designs, plans and construction within the Plat for the purpose of ensuring compliance with design guidelines as set forth in this Declaration and the architectural review process and architectural standards set forth in the Addendum to the Declaration.

J. **"Common Areas"** shall mean and refer to all portions of Stonewood now or hereafter owned by the Declarant, the Maintenance Association or the Association from time to

time designated and declared by Declarant for the common use and enjoyment of the Owners. The Common Areas shall include, but not be limited to those portions of real property constituting maintenance areas, irrigation systems, fences, poles, hedges, walkways, sidewalks, landscaping areas including landscape buffer areas, landscaping elements such as landscape walls and hardscape, signage including entry feature signs, development signage, monument signage, address markers and the Easements in connection therewith for access and maintenance, plantings, vegetation, waterways, grounds, detention ponds and areas associated therewith, storm water improvements, general storm water basins within the limits of the Property and not otherwise maintained by the Maintenance Association and those other improvements thereon and any other Common Areas as defined by and designated by Declarant or the Association Board to which the Association or the Maintenance Association, as applicable, shall own and/or maintain for the common use, enjoyment and benefit of the Association and its Owners, including any areas within the Property to be maintained by the Association to preserve the aesthetic appearance of the development or to comply with applicable ordinances, laws and/or regulations. Maintenance of such areas described herein, and which are not otherwise maintained by the Maintenance Association, shall be solely at the expense of the Association as a part of the Association Responsibility Elements.

K. **“Control Period”** shall mean and refer to the period commencing on the date upon which this Declaration is filed of record with the County Recorder and terminating at such time as Declarant no longer has any interest in the Lots or such earlier time, at Declarant's sole and absolute discretion, during which period Declarant reserves the right to amend this Declaration, to have sole voting control and authority with respect to the Association and the Board of Directors, to create, dedicate and maintain easements, and to exercise any and all other rights and privileges under this Declaration and the Bylaws.

L. **“Declarant”** shall mean Stonewood, Inc., an Iowa corporation, its authorized agents and manager, and its successors and assigns.

M. **“Declaration”** shall refer to this Declaration of Covenants, Conditions, Easements and Restrictions and Declaration of Homeowners' Association for Stonewood.

N. **“Declaration of Maintenance Association”** shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Maintenance Association for Stonewood entered into concurrently herewith which establishes the Maintenance Association for the real property comprising the Plat (including the Lots defined herein and other property included within the Plat not subject to this Declaration) for the purposes stated therein including, but not limited to the purpose of owning the Common Area and to undertake maintenance, repair, reconstruction, restoration and replacement of the Storm Water Management Facility and Storm Water Detention Areas in connection therewith in accordance with the terms and conditions of the Management Facility Agreement.

O. **“Lot”** shall mean and refer to an individual parcel of land situated within the Property upon which a single family dwelling residence may be constructed as shown in the recorded Final Plat of Stonewood Plat 1, and numbered Lots 1 through 26, inclusive.

P. **"Maintenance Association"** shall mean and refer to the Stonewood Storm Water Maintenance Association, Inc. established for the purposes stated in the Declaration of Maintenance Association.

Q. **"Member"** shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration.

R. **"Outbuilding"** shall mean an enclosed covered structure appurtenant to the single family dwelling residence situated on a Lot, but not directly attached to the single family residence, such as utility buildings, tool and storage sheds, playhouses or other similar structures.

S. **"Outlot"** shall mean those unbuildable portions of the Property, as shown on the Plat as Outlots.

T. **"Owner"** shall mean and refer to the record titleholder, as disclosed by the records of the County Recorder, whether one or more persons or entities, of the legal or equitable title to any Lot. This term shall not include those persons having an interest in any Lot as a vendor under an installment real estate contract nor shall include any person or entity who holds such fee title merely as security for a loan, unless and until such person has succeeded to ownership by enforcement of its remedies under such security instruments, and excluding those having a lien upon the property by provision or operation of law. Furthermore, the term shall not be construed to include the City as to any Lot or right-of-way owned by it.

U. **"Plat"** shall mean and refer to the official subdivision plat(s) of the Property filed of record with the County Recorder, including any subsequent subdivision plat(s) for the purpose of annexing Additional Land to this Declaration.

V. **"Private Conservation Easement"** shall mean and refer to the private conservation easement to be recorded concurrently with this Declaration and the Plat which establishes a perpetual easement in the locations described therein and shown on the Plat for the conservation and maintenance of the natural vegetation situated within the Property.

W. **"Property"** shall mean the real estate described on Page 2 of this Declaration and any and all improvements located thereon, but shall exclude any portion thereof which has been conveyed, dedicated or granted to the City now or in the future. Any part of the Property conveyed now or in the future to the City shall be free and clear of all obligations set forth in this Declaration; provided, however, that the Association, at its discretion, may provide maintenance, including mowing, for any portion of the Property dedicated to the City.

X. **"Stonewood"** shall mean the residential subdivision of Stonewood as described herein and shall collectively include the Property, the Common Area including the Outlots and those portions of the Plat dedicated to the City for public use.

Y. **"Storm Water Detention Area"** shall mean and refer to the detention basin easement areas located upon those Lots or Outlots as identified on the Plat and located upon the real property legally described and defined as the Common Area whether in this Declaration of within the Declaration of Maintenance Association.

Z. "Storm Water Management Facility" shall collectively mean and shall refer to the common storm water detention ponds, detention basins and all pipes, inlets, and outlets appurtenant thereto located on or offsite of the Property designed, constructed and maintained for the common use and benefit of the Owners for which the Maintenance Association, Inc. is responsible to maintain in accordance with terms and conditions of the Management Facility Agreement recorded in connection with the Plat and covering the Storm Water Detention Area.

ARTICLE II. DESIGNATION OF USE AND GENERAL USE RESTRICTIONS

The Property shall be owned, held, maintained, occupied, sold and conveyed subject to the covenants, conditions and restrictions set forth below and as set forth elsewhere in this Declaration:

A. Single Family Residence. The use of all Lots, except those designated for streets, public easements, and Common Areas, shall be limited to single-family residential use with not more than one single-family dwelling on each Lot, and may be developed only with other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City's Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration.

B. Commercial Activity Prohibited; Rental Restrictions. No full-time or part-time business activity may be conducted on any Lot or in any building or structure on any Lot, except to the extent of a home occupation permitted by the City's Zoning Ordinance, and except that home builders may maintain model homes during construction, and Declarant may maintain a sales office during the development and sale of the Lots. No Owner shall use their dwelling as a rental property for the duration of less than one-year of continuous terms.

C. Outbuildings. Outbuildings such as pool houses, outdoor kitchens and detached garages shall be permitted provided that such Outbuilding is aesthetically in harmony with the exterior design of the structure, including the roof of any such structure, and shall be constructed of the same material and shall have the same color and appearance as the residential dwelling on the same Lot. No such Outbuilding or other improvements shall be located closer than twenty feet (20') from any Lot line, unless the Declarant has specifically approved the structure and the location.

D. Play Structures; Play Sets; Sports Facility Improvements. Any children's play structures or play sets erected or maintained on a Lot shall be earth-tone in color, shall not exceed ten feet (10') in height and shall be properly maintained. Tennis courts, sport courts and such other sport facility improvements shall also be permitted, as set forth in the Addendum to the Declaration, provided that all such improvements shall be located only in rear yards and constructed in an attractive and workmanlike manner, as determined by the Declarant or the Committee. Permanently installed basketball hoops are permissible; provided, however, that no hoop shall be affixed to the dwelling constructed on a Lot and shall be installed in the driveway or on a concrete surface in the dwelling's rear yard. Freestanding basketball hoops are strictly prohibited. No such improvements shall be located closer than twenty feet (20') from any Lot line, unless the Declarant or the Committee has specifically approved the structure and the location.

E. Swimming Pools. Only below-ground swimming pools shall be permitted on a Lot, as more specifically described in the Addendum to the Declaration. All below-ground swimming pools shall be located in the rear yard and shall be screened by a privacy fence or hedge. No above-ground swimming pools are allowed.

F. Temporary Structures Prohibited. No temporary building, partially completed structure or structure of a temporary character and no trailer, basement, tent, shack, garage or Outbuilding shall be built or maintained on any Lot nor used at any time as a residential dwelling on any Lot, either temporarily or permanently.

G. Mobile Homes and Manufactured Homes Prohibited. No home or other building or structure of any kind shall be moved onto any Lot. No mobile home, modular, or factory Manufactured Homes, as defined by the Code of Iowa, shall be placed on or erected on any Lot at any time.

H. Dog Runs and Houses. No exterior dog runs shall be permitted. Any dog house constructed on a Lot shall not exceed twenty (20) square feet in area, shall be constructed of the same material and shall have the same color and appearance as the residential dwelling, shall be located in the rear yard of a Lot no closer than twenty feet (20') from any Lot line with a landscaping buffer sufficient to screen the dog house and improvements appurtenant thereto and shall be constructed and maintained in an attractive and workmanlike manner.

I. Nuisances and Noxious Activities Prohibited. No noxious or offensive activity, sound, vibration, or odors shall be permitted on or to escape from any Lot, nor shall anything be maintained or done thereon which is or may become an annoyance or nuisance, either temporarily or permanently. No activity shall be allowed that unduly interferes with the peaceful possession and use of the Property by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed. There shall be a limited noise level of thirty (30) decibels allowed to be emitted from any Lot when measured from any other Lot. Exceptions shall be lawnmowers, snow blowers, chainsaws, or other standard exterior maintenance equipment and construction work, during which levels may reach sixty (60) decibels during hours permitted by any ordinance of the City.

J. Livestock Prohibited. No animals, livestock, pigs, snakes or poultry of any kind shall be raised, bred or kept on any Lot, or within any house or structure on a Lot except that domestic dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes or sale to the public and so long as they do not present any health or safety hazard or cause any offensive activity, sound, noise or odor. Dogs must be tied or fenced at all times.

K. Signs. Signage within the Property impacts the aesthetics of the Stonewood neighborhood and property values and thereby no sign of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (i) in connection with the construction of the home upon a Lot, an Owner may erect project signage, financing signage, contractor, supplier or subcontractor signage, or real estate signage related to the construction, sale and financing of such dwelling provided that in all events all such signage shall be professionally constructed; (ii) address markers, address signage, street markers, traffic signs and other signs displayed by the City or other governmental units or by the Declarant; (iii)

address markers or signs which have been furnished by the Declarant or otherwise approved by the Declarant in writing and there shall only be exhibited the street number of the residence; (iv) a customary sign (one per Lot) advertising a dwelling for sale, not exceeding 1,296 square inches in area; (v) temporary signs for political campaigns and public voting matters; (vi) signs for garage sales; and (vii) signs for special events (such as birthdays, graduations, or anniversaries). Signs advertising a dwelling for sale shall only be displayed while the applicable single-family residence is for sale and must be removed the day following the closing of the sale. Signs for garage sales and special events shall only be displayed one day before the sale or event, during the sale or event and must be removed by the day following the sale or event. No hand painted signs shall be allowed. Except for address and Owner identification signs, no sign shall be erected on any building elevation, erected so that it is visible through a window or glass opening or, except for vehicles with professionally made business signage on the vehicle, attached to vehicles parked within Stonewood. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the Lots restricted hereby, the Declarant is hereby given the right to enter upon those Lots and remove said signs. Real estate signs displayed by the Declarant will be permitted until such development is completed. Declarant reserves the right to install entrance signs and directional signs with respect to Stonewood, at locations and of design, size and dimensions determined by Declarant provided that such signage is constructed in a manner consistent with the rules and regulations of the City including the sign ordinances of the City.

L. Mailboxes. Neighborhood mailbox cluster units shall be installed by the Declarant according to the United States Postal Service regulations. Thereafter, the United States Postal Service shall maintain, repair, and replace the mailbox or, in the event the United States Postal Service fails to do so, then the Association shall maintain, repair, and replace the mailbox. The Owner and/or occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

M. Garbage Cans and Equipment. No trash receptacles, garbage cans or recycling bins shall be permitted to be placed or stored outside a dwelling, garage or Outbuilding except as is necessary for regular collection provided that such trash receptacles, garbage cans or recycling bins are placed outside the dwelling, garage or Outbuilding no earlier than twelve (12) hours prior to the scheduled pick-up time and shall be returned within twelve (12) hours following the scheduled pick-up time. Items such as clotheslines, lawn or garden equipment, building materials, firewood and other similar items shall be stored inside a garage of a dwelling unit or an Outbuilding, if possible, and shall in all events be placed out of public view.

N. Tents, Vehicles and Trailers. No tent, shack, trailer, camper, motor home, recreational vehicle or other movable or temporary structure or enclosure or inoperative motor vehicle shall be used at any time as a dwelling nor maintained or parked on any Lot within public view or within view from the street in Stonewood. No motorcycles, snowmobile, work van, work truck, trucks with a gross vehicle weight of greater than forty-five hundred (4,500) pounds, personal water craft, jet ski, boats, recreational vehicles or mechanical equipment or similar property shall be stored, parked or abandoned on any Lot or driveway, or on a public street adjacent to any Lot, other than on a temporary basis; provided that this restriction shall not apply to what are customarily considered sport utility vehicles or "conversion vans" or to trucks, equipment or trailers used in connection with the construction of or rebuilding of a dwelling on any Lot.

Temporary shall mean no more than twenty (20) consecutive days in any one calendar year. At no time shall an automobile, motorcycle, truck, camper, motor home, boat, jet ski, snowmobile, trailer, or any other type vehicle, mechanical equipment or similar property be disassembled, repaired, or serviced on any Lot, except inside a garage of a dwelling or an Outbuilding. No automobile, motorcycle, truck, camper, motor home, boat, jet ski, snowmobile, trailer, or any other vehicle, mechanical equipment or similar property may at any time be parked or maintained on the yard of any Lot or other unpaved areas.

O. Utilities and Utility Meters. All utilities, including trunk and service lines for telephone, electricity, cable television and internet connectivity, shall be constructed and located underground. Declarant reserves the right to provide exclusive access to providers of telecommunications, cable, internet, and other utilities Stonewood. No private wells may be drilled or maintained on any Lot and no septic tanks or septic systems shall be permitted on any Lot. Utility meters shall be hidden architecturally or through the use of landscaping or through the use of remote reading devices, if available.

P. Lighting. Lighting whether for security of driveways, parking and other areas or any other lighting shall be designed, located and directed in a fashion which will avoid direct lighting onto adjoining Lots.

Q. Holiday Decorations. No holiday decoration shall be allowed on a Lot for longer than three (3) weeks during the celebration of such holiday except for holiday lights and other winter holiday decorations may be placed on a Lot and an Owner's dwelling situated thereon during the period of November 1st through January 15th (weather permitting).

R. Chemical Application. Any chemical, fertilizer, herbicide, pesticide or any other type of chemical application that may be used on any Lot or Outlot shall be maintained, applied and disposed of in an environmentally responsible and lawful manner. The Association reserves the right to ban or further regulate any chemical fertilizer, herbicide or pesticide pursuant to rules and regulations adopted by the Association.

S. Recreational Vehicle Usage. There shall be no recreational snowmobiling, motorized off-road vehicles, all-terrain vehicles or any other type of recreational equipment used within the Property except directly to and from an Owner's dwelling. Such vehicles, however, may be used for emergency transportation or the delivery of supplies.

T. Hunting Prohibited. No hunting, trapping, shooting of wildlife or discharging of firearms or use of bow and arrows shall be allowed on the Property.

SECTION III. DESIGN AND CONSTRUCTION

The design and construction of dwellings, site improvements and any associated improvements on Lots situated within Stonewood shall comply with the following:

A. Building Types. No building or structure shall be constructed, altered, or maintained on any Lot other than a detached single family dwelling with an attached private garage

in accordance with the standards set forth below. The construction of any building or structure on any Lot shall be performed utilizing then acceptable construction methods and procedures, including but not limited to, "stick-built" construction, steel frame residential construction and/or off-site modular or panelized construction.

B. Setbacks. The setbacks on a Lot shall be established by the recorded Plat of Stonewood as filed in the public record or as required by the City. Lots shall be subject to all setbacks, easements and restrictions shown on the Plat of the Property or as required by the City. All buildings erected on any Lot shall be within the building setback lines as shown on the recorded Plat; provided, however, that in the event more than one Lot is owned by an Owner, the setbacks between Lots shall not be applicable provided that the Owner complies with the requirements of the City. The minimum setbacks on a Lot shall be measured from the Lot line from which the setback is being measured to the nearest building or structure. No building or structure (except for permitted fences) shall be constructed or maintained within the required minimum setback area. The definition of the terms "front yard", "side yard", "rear yard", "building", "structure" or other similar term relating to setbacks shall be the same as that definition contained in the City's zoning ordinance now or in the future, as amended.

C. Building Standards. No building shall be erected on any Lot unless the design and location is in harmony with existing structures within the Plat as determined by the Declarant or the Committee as part of the architectural review process as specifically described in the Addendum to the Declaration attached hereto. The architectural character of any structure shall promote uniform or semi-uniform architecture and materials on all elevations of the building (i.e. the use of stone and/or brick on the front elevation and full lap siding on the other elevations). In addition thereto, the architectural character of any structure constructed within Stonewood shall be in harmony with the environment and terrain of the Property, shall generally blend in (rather than contrast) with other existing structures located on the Property, shall be professionally designed and shall be consistent with the standards set forth in detail in the Addendum to the Declaration.

D. Minimum Square Footage Requirements. All dwellings shall contain a minimum square footage of living space as follows:

1. One-story dwellings (ranch-style homes) must have a main floor finished area of not less than 2,400 square feet.

2. One and one-half story dwellings must have not less than 2,000 square feet of finished floor area on the first floor and a total on the first and second floor of at least 2,800 square feet.

3. Two-story dwellings must have a finished floor area of not less than 1,800 square feet on the first floor and a total on the main floor and second floor of at least 2,800 square feet.

4. In the computing total finished area, the same shall not include any finished basement areas and finished areas that have its floor below the exterior grade.

5. In the computation of floor area, the same shall not include porches, four-season porches, breezeways, or attached or built-in garages.

The construction of split entry and split level dwellings shall not be permitted on any Lot situated within the Property.

E. Driveways. All dwelling homes shall have a driveway running from a street to the dwelling, which must consist of an area sufficient to park at least three cars entirely off the street right-of-way in addition to the attached garage. In computing off-street parking capacity, the area immediately adjacent to the garage doors shall also be included. All driveways shall be constructed of Portland cement concrete surfacing and be of suitable thickness.

F. Architectural Review; Review of Building Plans; Approval. In order to protect and preserve the value, desirability and attractiveness of Stonewood, no structure or other improvement, nor any addition or alteration thereof, shall be constructed or substantially altered upon any Lot until the plan, design, building materials and a site plan showing the location thereof (collectively the "Plans") shall have been submitted to and first approved by the Declarant (if it still owns any Lot in Stonewood) or the Committee (if Declarant no longer owns any Lot or if Declarant relinquishes its review rights) for their approval and found in compliance with the Architectural Standards set forth in this Declaration and in the Addendum to the Declaration attached hereto and incorporated herein and made part of this Declaration by this reference. The Plans shall contain the details of design, color scheme, elevation, site grade, landscaping, fencing, roofing, sidewalks, driveways and other similar matters as more specifically set forth below and in the Addendum to the Declaration and shall be reviewed for consistency with the terms of with this Declaration including, but not limited to the minimum square footage requirements and building standards set forth herein, and have been further approved by the City through the issuance of a City building permit.

1. Plans and Specifications to be Submitted for Approval. Building plans in accordance with those requirements set forth herein and in the Addendum to the Declaration may be submitted to the Declarant (or the Committee, as applicable) for review at any time following the date upon which an Owner takes title to a Lot and, in any event, when a building plan is filed with the City by an owner or developer of a Lot, a duplicate shall be submitted to Declarant. These plans will be handled as confidential information and shall be used for the sole purpose of monitoring compliance with this Declaration.

2. Approval. Declarant (or the Committee, as applicable) shall approve or disapprove of the Plans in writing within thirty (30) days following submission of the Plans to Declarant (or the Committee, as applicable) by an Owner. If the Declarant should fail to approve or disapprove the Plans in writing within thirty (30) days after their submission, the Plans shall be deemed approved.

3. Declarant's Intent. The intent of this provision is to insure that the dwellings constructed on a Lot within the Property and those building improvements appurtenant thereto are developed in reasonable harmony with other dwelling situated within the Property and that the covenants, restrictions and conditions contained herein are satisfied in connection with such development. Declarant may terminate the requirements of this

provision at any time, in its sole and absolute discretion, by recording notice of such termination in the office of the Recorder of Dallas County, Iowa.

G. Construction Requirements. Following the purchase of a Lot and during any construction thereon, the Owner and its contractor(s) shall comply with the following requirements:

1. All building structures and improvements of any kind must be completed within eighteen (18) months following the date upon which the construction is commenced.

2. All construction activity shall be conducted solely upon the Lot owned by the Owner. Owner shall not use any Lot that is not owned by Owner for access, staging or construction activity.

3. Owner shall accurately replace all boundary pins that are removed or displaced during Owner's construction on the Lot.

4. Owner shall be responsible for maintenance and clean-up of the Lot and adjacent streets at all times. A gravel approach on the Lot shall be installed to contain mud from tracking onto the street. Cleaning the streets of tracked mud and debris is mandatory. The Lot and adjacent streets shall be maintained in a neat and orderly condition throughout construction and no trash or debris from the construction activities shall accumulate on the Lot, the streets or anywhere within the Property.

5. At least one dumpster of suitable size shall remain on the Lot for purposes of refuse containment and removal during construction. Dumpsters shall be regularly emptied during construction so as to prevent overfilling of the dumpsters. At the end of each workday, Owner shall ensure that the Lot has a clean appearance, dispose of all waste materials, place all smaller equipment and materials within the building improvements, if possible, and place all larger equipment in a discrete location within the Lot or outside the Property.

6. No excess soils shall be deposited in any area other than on the Lot under construction. All cleared vegetation shall be removed and disposed of outside the Property. Burning of cleared vegetation is strictly prohibited.

7. Ready mix concrete trucks may wash out only on property in which the concrete is being used. Owners shall be responsible to Declarant and other Owners for assuring that concrete delivered to their Lot remains on their Lot. The intended Owner shall be held responsible for clean-up in the event concrete delivered to their Lot is spilled or washed onto streets or other Lots.

H. Sidewalks. The purchaser of a Lot shall, at the purchaser's expense, install public sidewalks along the street frontage in accordance with specifications of the City upon the earlier of the date the dwelling is constructed on a Lot, or within one (1) year from the date upon which the Lot is purchased and Declarant conveys to Owner title to the Lot whether or not a dwelling is constructed. The Declarant has no obligation to the purchaser of a Lot to install the sidewalk. In

the event a Lot Owner fails to timely install a sidewalk as required by the City, or as otherwise required under this paragraph, the Declarant may, in addition to any other remedy available at law or in equity, install the sidewalk and file a lien against the Lot or the Association may levy a special assessment against the Lot for the cost to install the sidewalk and, if the assessment is not paid, foreclose on the assessment in the same manner as a mechanic's lien.

I. Destruction of Property. In the event a dwelling or other structure upon a Lot is damaged either in whole or in part, by fire or other casualty, the dwelling or other structure shall be rebuilt or remodeled within one hundred twenty (120) days from the date of damage or destruction and shall in all events comply with the design and construction requirements set forth in this Declaration. In the event the dwelling or other structure is not to be rebuilt, all remaining portions of the damaged structure, including the foundation and all debris, shall be removed from the Lot within thirty (30) days of the damage or destruction and the Lot shall be restored to its natural condition existing prior to the construction of the dwelling or other structure upon the Lot.

J. Breach of Provisions. If an Owner or any contractor retained by an Owner fails to comply with the covenants and agreements contained in this Declaration, Declarant or the Association may take such action as it deems necessary or appropriate to rectify such breach and the Owner shall immediately reimburse such party for all costs and expenses incurred in doing so and for any and all damages incurred as a result of such breach including attorney fees, court costs and associated costs and expenses.

SECTION IV. LANDSCAPING AND FENCES

A. Landscaping: Sodding. Within thirty (30) days following the completion of the dwelling on a Lot, the Lot shall be sodded in those areas generally described as from the front Lot line to a point visible from the streets, public right-of-way, and Commons Area except where the topography, creek slopes or tree cover does not make sodding practical and except those areas subject to the Private Conservation Easement or otherwise left in natural vegetation as contemplated by this Declaration. Non-maintained areas may be permitted only in areas of heavy tree cover and/or areas subject to the Private Conservation Easement or those areas not otherwise visible from the streets, public right-of-way and Common Areas and the balance of the Lot shall be either sodded, seeded, planted in wildflowers or left in natural vegetation; provided, however, in the event an Owner elects to seed the balance of the Lot, it must be "terra-seeded" by a recognized company approved by Declarant incorporating at least one inch mulch application. Landscape that is not otherwise left in natural vegetation, but instead includes plantings of native grasses, wildflowers or other plantings intended to create a low maintenance landscape or natural appearance, may be permitted only when the same will be professionally designed, installed and maintained to maturity and where the same are appropriate to neighboring landscape. If weather conditions make the time requirement for sodding impossible to comply with, Declarant shall establish a reasonable period of time for compliance.

B. Irrigation. Those areas which are maintained on a Lot with sod, plantings and similar landscape may be irrigated based upon the Owner's discretion. Provided, however, irrigation shall not be installed within those areas of the Lots included within the Private Conservation Easement nor shall it be installed in those areas that are in heavy tree cover, natural

vegetation or located on any portion of the Lot permitted by this Declaration to be a non-maintained area. Owners are hereby advised that installation of irrigation systems and the use of irrigation may compromise the integrity of the tree cover and natural landscape and may result in unintended damage to the existing tree cover, plants and other natural vegetation existing on a Lot within the Plat and thereby Owners are discouraged from the installation and use of irrigation on those portions of the Lots which are considered to be non-maintained areas or areas that are otherwise intended to be left in natural vegetation.

C. Trees. Within thirty (30) days of completion of a dwelling on a Lot, if the same are not already in place, a minimum of five (5) trees must be planted in the front and side yards on the Lot having a diameter measuring at least two inches (2") measured two feet (2') vertically from the ground level. The Owner should submit a full landscaping plan to the Declarant prior to installation for review and approval in accordance with the Addendum to the Declaration. The party purchasing the Lot from the Declarant shall be responsible for planting the trees and cannot transfer said responsibility to the party who first occupies the dwelling as a residence.

D. Existing Trees. Owners shall at all times maintain trees and associated landscaping and shall promptly remove dead and/or diseased trees. Any Owner which desires to remove or cut down any tree on a Lot not otherwise specially permitted herein must obtain the prior written permission and consent from the Declarant (or the Committee, as applicable) after submission of an acceptable tree removal plan, including a plan for tree replacement. Tree trimming and removal on any portion of a Lot affected by the Conversation Easement shall be strictly governed by the terms of the Private Conservation Easement recorded concurrently with this Declaration and the Plat.

E. Fences. All walls and fences should be designed to be compatible with the surrounding environment and should not block natural views. Fences, walls and hedges should be considered as design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, as well as to assure security and privacy elements. Walls and fences will not be allowed to serve as perimeter fencing. If the homeowner desires screening of their boundary, they shall utilize natural bushes or shrubs, as approved by the Declarant or Committee. All walls and fences must be approved by the Declarant or Committee prior to their installation. No fences, walls, or barriers shall be permitted upon any Lot except as follows:

1. All fences shall be made of steel or wrought iron and painted either black or dark brown in color to blend with the terrain. No fence shall exceed six feet (6') in height. No wood fence or chain link fence of any kind shall be permitted including, but not limited to black vinyl coated chain link nor shall any such fence utilize fence fabric or fence screening material. All fences shall be kept in good repair and attractive appearance.

2. No fence shall be built or maintained within the building setback area as shown on the recorded Plat of Stonewood (or as established by the zoning ordinance of the City, whichever is more restrictive) and no fences shall be constructed forward of the dwelling's back building line nor built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. Fences shall be allowed on or across drainage Easements or waterways so long as they do not impede water flow and are kept clear from any debris buildup; provided, however, no Owner shall have the right to erect a

fence within or across any Easement area shown on the Plat without the prior consent of the City or the utility company or companies for whose benefit such Easement runs. Any fence erected within or across an Easement Area without such consent may be taken down by the person for whose benefit such Easement runs in the exercise of any rights granted by such Easement without any obligation to such Lot Owner to restore or repair such fence.

3. Pool fences constructed of materials authorized herein shall be permitted provided that the pool fences shall be landscaped and screened from view with shrubs, bushes and similar vegetation.

4. No fence, structure or material of any kind shall be constructed and placed by an Owner or any other person within the Conversation Easement situated upon the Property. In addition thereto, no fence, structure or material of any kind shall be constructed and placed by an Owner or any other person within an Outlot or within a Common Area in connection therewith which shall be regulated by the Association (or the Maintenance Association) and shall be landscaped and maintained by the Association subject to rules and regulations of the Association.

F. Retaining Walls. Retaining walls which are attached to the residence are encouraged to utilize the same materials as the material utilized for the wall that it comes in contact with; provided, however, other materials will be considered including boulder retaining walls.

G. Hedges. No hedge, shrub or planting which obstructs sightlines shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point thirty-five feet (35') from the intersection of the street lines or, in the case of a rounded property corner, within the triangular area formed by the intersection of the street property line with the edge of the driveway. No trees shall be permitted to remain within the distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstructions of such sightlines.

SECTION V. SATELLITE DISHES, ANTENNAS, POLES

A. Satellite Dishes. No Satellite dish shall be located upon any Lot unless it meets the following requirements:

1. Satellite dish or parabolic device used to receive television or other signals from satellites in excess of twenty inches (20") in diameter shall not be permitted.

2. The Satellite dish or parabolic device shall be mounted on the rear elevation of the dwelling or garage, or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.

3. The Satellite dish or parabolic device shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in an acceptable fashion.

4. The Satellite dish or parabolic device shall be constructed of metal material, gray or black in color, or to the extent feasible, match the color of the dwelling it serves.

5. If ground mounted, the Satellite dish or parabolic device shall be appropriately landscaped and screened with bushes or appropriate fencing.

6. The Satellite dish or parabolic device shall not extend more than twelve feet (12') above grade.

B. Exterior Tower or Antennae. No exterior tower or antennae of any kind shall be constructed, modified or permitted on the ground of any Lot or on any dwelling, garage or other permitted structure. All antennae shall be concealed within the attic space of the dwelling or garage.

C. Light Poles. No light pole shall be used or placed upon any Lot that extends more than ten feet (10') above grade, except those to light a tennis court or similar type sport court or sport facility. Any light poles used to light a tennis court, or similar type sport court or sport facility shall be a low impact light and shall be positioned on a Lot in a manner that will avoid direct lighting onto adjoining Lots. In no event shall a light pole be located any closer than twenty feet (20') from any property line.

SECTION VI. EASEMENTS

A. Maintenance of Easement Areas. Certain perpetual easements for installation and maintenance of sidewalks and landscaping together with perpetual easements for installation and maintenance of utilities, sewers, and drainage facilities are reserved as shown on the recorded Plat of Stonewood, and/or as may be granted to the City by the Declarant and filed of record in the office of the County Recorder. Unless otherwise maintained by the Association as an Association Responsibility Element, the Owner or occupant in possession of a Lot shall, at their own expense, maintain, 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 nor permit growth of any kind within said easement which might interfere in any way with the use of such easement. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.

B. Permanent Easements. All Lot Owners and/or persons in possession of a Lot shall comply with the terms and conditions of any recorded easements pertaining to Stonewood. Declarant hereby grants and reserves unto the Association, for and on behalf of the Owners of all Lots within Stonewood, the following permanent easements (the "**Easement(s)**") in the Common Areas and in those areas set forth below (collectively the "**Easement Area(s)**") for the benefit of the Association in performance of its maintenance obligation under this Declaration:

1. An non-exclusive Easement for the purpose of installing, maintaining, operating, repairing and replacing retaining walls, and other development features in, on,

over, and under the Easement Areas together with an Easement for reasonable access to such Easement Areas as may be located in the Plat including on Outlot X.

2. An non-exclusive Easement for the purpose of installing, maintaining, operating, repairing and replacing signage, monument signage, entrance features, associated landscaping and other development features in, on, over, and under the Easement Areas together with an Easement for reasonable access to such Easement Areas as provided in the Private Signage Easement recorded concurrently herewith.

3. An non-exclusive Easement for a landscape buffer for the purpose of installing, maintaining, operating, repairing and replacing the landscape plantings, lawn areas, landscaping features, irrigation system, equipment and electrical systems, if any, located on, over, and under the Easement Areas and a maintenance easement in connection therewith for the maintenance of landscape buffer and those areas located within and adjacent to the public right-of-way of South Grand Prairie Parkway and Booneville Road together with an Easement for reasonable access to such areas, for the benefit of the Association in performance of its maintenance obligation under this Declaration as provided in the Buffer Easement and the Private Maintenance Easement recorded concurrently herewith.

4. An non-exclusive Easement for stormwater detention, storm sewer and overland flowage for the purpose of installing, maintaining, operating, repairing and replacing the Storm Water Detention Areas together with an Easement for reasonable access to the Storm Water Detention Areas, reserved by the Declarant for the benefit of the Association and the Maintenance Association in performance of their respective maintenance obligation under this Declaration, the Private Stormwater Detention, Storm Sewer and Overland Flowage Easement and the Declaration of Maintenance Association.

5. The Easements granted herein shall be subject to the following conditions and restrictions:

(a) Any signs shall be for the purpose of identifying the Stonewood development and shall conform to the ordinances, rules and regulations of the City.

(b) The Declarant shall install the initial signs and landscape features within the Easement Areas, and the Association shall, at its expense, maintain, operate and replace all signs, entrance features, landscaping and improvements appurtenant thereto within the Easement Areas as provided in this Declaration.

(c) Neither the Declarant nor the Association shall locate any such signage, entrance features, or landscaping in a manner to obstruct visual triangles that overlap a portion of such Easement Areas, if any.

(d) The Owner of the Lot upon which an Easement Area is located shall not make any modification or improvement to any such Easement Area and shall be restricted from using the Easement Areas on their Lots, except in strict

compliance with the terms of the easement, without the consent of the Declarant or Association.

(e) No fence may be constructed within any of the Easement Areas without the prior written consent of the Declarant or the Association.

C. Costs of Maintenance. The costs of planting, watering, weeding, fertilizing and other maintenance, repairs and replacement charges for the landscaping together with the costs of maintenance, repairs and replacement of signage, monument signage, entrance features, retaining walls, other improvements and development features located within the Easement Areas including the Common Areas and the landscaping areas in connection therewith shall be considered common expenses of the Association. If any irrigation system, lighting, equipment and electrical components are installed by the Declarant within any such Easement Areas, the charge for such service(s) shall be separately metered or otherwise separately billed by the utility entity furnishing such service(s) and charged to the Association.

ARTICLE VII. MAINTENANCE OF LOTS

A. Maintenance of Lot. The Owner or person in possession of each Lot, whether vacant or improved, shall keep the Lot free of uncut weeds, rubbish, garbage and debris and shall keep the sodded or seeded portion of the Lot attractively mowed, well maintained and groomed so that the grass, vegetation or weeds do not exceed six inches (6") in height. This mowing requirement, however, shall not apply to areas kept and maintained in their natural state including, but not limited to those areas within the Private Conservation Easement, those areas of the Lot where ground cover, wildflowers or other natural vegetation is maintained and those areas left in natural vegetation. The Owner or person in possession of each Lot also agrees to promptly trim out and/or remove damaged, diseased or dead trees and shrubbery in accordance with the terms of this Declaration.

B. Maintenance of Other Areas. Vegetation in areas within the Conversation Easement, flowage easements, creek channels, drainage ways and/or timbered areas shall not become overgrown with weeds, but may be maintained in its natural state or planted in ground-cover species, but in all events shall be appropriately maintained based upon the topography and land form and in strict compliance with the terms and conditions of this Declaration and the Private Conservation Easement.

C. Notice by Declarant. The Owner agrees that upon receipt of written notice from the Declarant or the Association to mow or cut vegetation, trim or remove damaged, diseased and/or dead trees and shrubbery, such Owner shall take the corrective action within ten (10) days from receipt of said notice. If the appropriate corrective action is not taken within ten (10) days of receiving notice, the Declarant or the Association shall have the right and Easement (but not the duty) to enter upon the Lot and mow or cut the weeds or grass and/or trim or remove the vegetation, shrubbery or trees and the offending trash, litter and debris. If the Declarant or the Association elects to exercise its rights hereunder after giving the notice set forth herein, the Association shall have the right to assess the actual cost thereof against the offending Lot in the same fashion as

other assessments are imposed on Lots by the Association and shall also reserve other legal remedies at law or in equity.

**ARTICLE VIII.
EROSION CONTROL, SURFACE WATER FLOWAGE
AND STORM WATER DISCHARGE PERMITTING REQUIREMENTS**

A. Compliance. In accordance with the terms of the Declaration of Maintenance Association, upon taking possession of a Lot or any portion of the property included within the Plat, all Owners and/or persons in possession of a Lot or any portion of the Property included within the Plat shall comply with the terms and conditions for erosion control, surface water flowage and storm water discharge permitting requirements and the terms and conditions set forth in the Declaration of Maintenance Association shall be incorporated herein by this reference and shall specifically include the following:

1. Owners, their agents, assigns, heirs and/or building contractors shall take all necessary precautions to properly and lawfully manage stormwater runoff, to prevent, stabilize, and/or control erosion; to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot; and, in the event any of the above requirements are not met, to promptly clean up all eroded sediment and to restore all affected areas to their original condition and take all remedial steps required pursuant to applicable law, including the requirements of the City;

2. Owners shall comply with all applicable Federal, State and local erosion control ordinances and permits which pertain to the Property, including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No. 2 (the "**Permit**") and having in place a Storm Water Pollution Prevention Plan (the "**SWPPP**").

3. In the event the Declarant or the Lot Owner is cited for or notified about an alleged violation of any erosion control provision, or storm water management requirements which occurs after an Owner takes possession of a Lot, by a governmental authority, including the City, for a condition existing on or coming from the Owner's Lot, or migrating beyond the Lot, or other violation of law, the Owner shall promptly take the required remedial action and corrective measures requested by the governmental authority and the Owner shall also indemnify and hold the Declarant harmless from and against any and all claims, damages, fines, attorney fees, assessments, levies and/or costs incurred by the Declarant related to the citation notice caused by the Owner's action or inaction.

4. If, in the opinion of the Declarant or the Association, erosion is not properly controlled, corrective action may be taken by the Declarant or the Association, and an automatic easement granted to implement the corrective action, and the actual costs thereof plus an administrative fee, as determined by the Declarant or the Association, shall be assessed against the offending Lot.

B. Protection of Slopes, Drainage and Water Runoff. Except with respect to existing natural slopes unchanged by the development of the Property and the Lots situated therein, all

topographical slopes on any Lot exceeding 3:1 shall be protected from erosion by the Owner of the Lot through the planting and maintenance of ground cover, terracing, retaining walls or by any other method approved by the Declarant in writing and consistent with good conservation practices. Owners shall ensure that drainage and water runoff from an Owner's Lot shall not adversely affect any other Owner, Lot, street, public right-of-way, or Common Area and each Owner shall indemnify and hold all other Owners, Declarant and the Association harmless against any and all damages or liability caused by an Owner's violation of this provision regarding drainage and water runoff.

C. Restoration of Finish Grade. When construction of a dwelling is complete, the Lot, as well as all adjacent Lots on which the finish grades have been disturbed by the construction activity, must be restored to the finish grade consistent with the original engineering design of the Plat. In addition, the Owner must restore other Lots or Property on which their building activities may have caused a disturbance of the final soil stabilization, a disturbance of newly seeded ground for soil stabilization, or a disturbance or removal of silt fence, to their original condition prior to the construction activities. This work must be done within seven (7) days following the completion of the construction of the dwelling.

SECTION IX. STONEWOOD HOMEOWNER'S ASSOCIATION AUTHORITY AND MAINTENANCE OBLIGATIONS

A. Duties of the Association. The Association, through its Board of Directors, shall have the right, power, and authority to provide for the enforcement of this Declaration or the Articles of Incorporation or the Bylaws of the Association; to perform all maintenance, repair, reconstruction, restoration, and replacement of the Association Responsibility Elements and associated improvements made by the Declarant within the Easement Areas or any other Common Area owned or controlled by the Association; to perform all maintenance, repair, reconstruction, restoration, and replacement of any storm water detention areas owned or controlled by the Association unless otherwise owned and/or performed by the Maintenance Association; to perform all maintenance, repair, reconstruction, restoration, and replacement of any fencing in Common Areas owned or controlled by the Association; to levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided; and to enter into contracts, including contracts for insurance, as may be necessary or desirable to carry out the provisions of this Declaration.

B. Management and Maintenance. All Owners and the Association, on behalf of the Owners, shall have those rights and obligations with respect to the Common Areas and the Association Responsibility Elements. The Association shall be responsible for the management, maintenance and control, for the exclusive benefit of the Owners of the Common Areas and the Association Responsibility Elements and all improvements thereon and shall keep the same in good, clean and sanitary condition, order and repair in compliance with the standards of sound property management and the terms of this Declaration. The Association and its designees may enter upon the Property at reasonable times for the installation, maintenance, repair, removal, replacement or inspection of the Common Areas and Association Responsibility Elements; Enforcement of any provisions of this Declaration or the Articles of Incorporation or the Bylaws of the Association; Mowing and maintenance of grass and landscaped area; and Removal of obstructions.

C. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws or by applicable law, all rights and powers of the Association may be exercised by the Board of Directors at its discretion without a vote of the Members.

D. Control of Association. Notwithstanding anything to the contrary provided in this Declaration, during the Control Period, Declarant shall have the sole voting control and authority to exercise any right or privilege granted or delegated to the Association or its Board of Directors under this Declaration, the Articles of Incorporation or the Bylaws. At the end of the Control Period, all such voting control and authority shall automatically transfer and be governed by the Association. Each Owner by acceptance of a deed shall be deemed to have released Declarant from all claims with respect to the actions taken or not taken by Declarant during the Control Period or otherwise during any period in which Declarant is in control of the Association.

E. Personal Liability. No member of the Board of Directors, no officer, manager, agent or other employee of the Association shall be personally liable to any Member or any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board of Directors, and any officer, manager or other employee of the Association; provided, however, the limitations set forth in this Section shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

F. Contracts and Agreements. Declarant or the Association, by and through the Board of Directors, in their sole discretion, may or may not enter into any contract, easement, lease, license or other agreement including, but not limited to a management contract or employment contract, engage the services of and discharge any manager, managing agent, independent contractor, accounting, legal or engineering professionals or other employee as it deems necessary or desirable to carry out the duties of the Association under this Declaration. Declarant or the Board of Directors, in its sole discretion, shall determine the duties and compensation of such persons so employed.

G. Responsibility for Willful or Negligent Acts. No Owner shall obstruct or interfere whatsoever with the duties and responsibilities of Declarant or the Association to perform its maintenance obligations. Nothing shall be altered in, constructed in, or removed from the Common Area, except upon written consent of the Declarant or the Association through the authority of the Board of Directors. An Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by any intentional, willful, negligent or careless act by such Owner, or by any family, guest, employee, agent, contractor or lessee of such Owner. Any such expense shall become a special assessment and lien upon the Lot of such Owner and shall become due and payable upon demand.

H. Financial Responsibility; Insurance. The Association shall purchase and maintain casualty insurance and a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, its agents and employees, the Owners

and all other persons entitled to use the Common Area. The Association shall also obtain any other insurance required by law to be maintained, including, but not limited to, worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association. The policy shall provide it may or may not be cancelled or substantially modified without the prior written notice to any and all insureds named thereon, including the Association.

I. Annual Review of Policies. The Board of Directors shall review, at least annually, all insurance policies acquired and maintained by the Association for the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.

J. Assessment for Insurance. The premiums for the insurance described herein shall be paid by the Association and the pro rata cost thereof shall become a part of the general assessment.

K. Indemnification by Association. The Association hereby indemnifies and holds the Declarant and the Owners harmless from any and all liability, damage, expense, causes of action, suits, claims or judgements arising from personal injury, death or property damage and occurring on or from the maintenance of the Association Responsibility Elements, except if caused by the act or negligence of the Owner or by their guests, lessees, assigns, and licensees.

L. Indemnification by Owner. Each Owner hereby agrees to indemnify, defend and hold the Declarant, the other Owners, the Association and their agents, employees, contractors, heirs, administrators, successors and assigns, harmless from and against any and all liability, claims, damages, expenses (including reasonable attorney fees and reasonable attorney fees on any appeal), judgments, proceedings, causes of action, for injury to or death of any individual, or damage to or destruction of any property caused by the condition of or in connection with accidents in the Common Area or relating to the Association Responsibility Elements out of the performance of any of the obligations set forth in this Declaration, except to the extent caused by the negligent or willful act or omission of the indemnified parties hereto.

SECTION X. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

A. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall be indivisible from ownership of any Lot that is subject to assessment hereunder and thereby may not be separated from ownership. When more than one person holds an interest in any Lot, all such persons shall be Members.

B. Voting. 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 a Lot fail to determine how to cast any vote, no vote shall be cast for such Lot. In the event more than one Lot is owned by the same Owner(s) for the purpose of constructing one dwelling on multiple Lots and the Lots are combined by a lot tie agreement or other means, the Lots in such case shall be considered as one Lot for purposes of this Declaration and thereby shall have one vote in the Association

C. Suspension of Voting Rights. The Association shall suspend the voting rights of a member for a period during which any assessment against said Member's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations as set forth in this Declarations and/or as promulgated by the Association.

D. Declarant as Sole Voting Member. Notwithstanding any other provision of this Declaration, during the Control Period, Declarant shall be the sole voting Member of the Association unless Declarant waives, in writing, its right to be the sole voting Member. Declarant shall have the right to elect all Directors and to cast all votes as it deems appropriate. Each Owner, by acceptance of a deed, shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

E. Board of Directors. During the Control Period, Declarant shall have the right to name all members of the Board of Directors or it may elect to act as the Board of Directors in the place of the Directors. Thereafter, the Members of the Association entitled to vote shall elect the Board of Directors of the Association as prescribed by the Association's Bylaws. In addition to any right, power or privilege authorized hereinafter, the Board of Directors shall manage the affairs of the Association.

F. Notice of Meetings of Members. Unless the Articles of Incorporation or the Bylaws provide otherwise, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered no less than five (5) days and no more than fifty (50) days in advance of the meeting, either personally, by electronic communication, or by mail, by or at the direction of the President or Secretary, or the officer or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States Mail addressed to the Member at such Member's address as it appears on the records of the Association with postage thereon prepaid. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all votes of the membership 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 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION XI. COVENANT FOR MAINTENANCE ASSESSMENTS

A. Creation of Lien and Personal Obligation of Assessments. The Owner of each Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the assessments as provided in this Declaration including (1) a general assessment or charge; and (2) special assessments for capital

improvements, operating deficits and other special assessments as provided in this Declaration. Provided, however, in the event more than one Lot is owned by the same Owner(s) for the purpose of constructing one dwelling on multiple Lots and the Lots are combined by a lot tie agreement or other means, the Lots in such case shall be considered as one Lot for purposes of this Declaration and the obligations for assessments provided for herein. The general assessments and special assessments, together with late fees, interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made senior to all liens except a first mortgage of record, municipal utilities, and any ad valorem taxes. Each such assessment, together with late fees, interest, costs and reasonable attorney's fees, shall also be the joint and several personal obligations of each person who was the Owner of such Lot at the time when the assessment became due.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to carry out the general duties and powers of the Association and to promote the health, safety and welfare of the residents in Stonewood and for the improvements to and maintenance of the Common Areas, the Association Responsibility Elements, payment of insurance premiums, fees and costs payable to a professional management firm, an accounting firm, and an attorney in connection with the operation of the Association as well as the defense or prosecution of any legal action, and for other purposes specifically provided herein and which is not otherwise the responsibility of the Maintenance Association. A portion of such annual assessment shall be set aside or otherwise allocated in a reserve fund for the purposes set forth hereunder. The assessments shall include repayment of sums advanced by Declarant on behalf of the Association. All costs and expenses associated with the foregoing shall be allocated among the Lots as part of the general assessment.

C. Maximum General Assessment. The Board of Directors shall establish, on an annual basis, the maximum general assessment to be levied against each Lot, which assessment shall include a pro rata portion of the amount of real estate taxes, special assessments and insurance premiums payable by the Association. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual general assessment shall be \$200.00 per Lot. The Board of Directors shall fix any increase or decrease in the amount of the general assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the general assessment, special assessment and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner of a Lot subject thereto.

D. Reserve Fund. A portion of such general assessment may be set aside or otherwise allocated in a reserve fund for the purposes set forth hereunder including, but not limited to, providing repair, replacement, removal and demolition of the maintenance obligations of the Association as provided in this Declaration. In addition, the general assessment shall include repayment of sums advanced by the Declarant on behalf of the Association. Notwithstanding the foregoing, Declarant may use any reserve funds, if established, to defray operating costs as it deems appropriate.

E. Special Assessments for Capital Improvements and Operating Deficits. In addition to the general assessments authorized herein, the Association may levy a special assessment for capital improvements or for the purpose of defraying, in whole or in part, the cost of any

construction, reconstruction, repair, replacement, removal, demolition or maintenance obligations required by the Association as provided in this Declaration or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

F. Date of Commencement of Assessments; Due Dates. The general assessment shall commence as to each respective Lot on the first day of the month following the conveyance by the Declarant of a Lot, and shall be adjusted according to the number of months remaining in the calendar year and thereby the prorated amount must be paid to the Association prior to or at the closing of sale or transfer of any Lot.

G. Uniformity of Assessments; Due Dates. Assessments must be fixed at a uniform rate for all Lots and shall be collected by the Association, in advance; provided, however, that common ownership of more than one Lot combined by a lot tie agreement or other means shall be construed as one Lot for purposes of this Declaration and the assessments in connection herewith. The Board of Directors of the Association shall establish the due dates for all assessments, and the general assessments may be collected in equal annual, semi-annual, quarterly, or monthly installments as the discretion of the Board of Directors. Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided, unless the assessment by its own terms provides for payment in monthly, quarterly or semi-annual installments, in which case each such payment shall be due as stated in such notice. All payments shall be made on or before the due date. The Board of Directors shall fix any increase or decrease in the amount of the general assessment at least thirty (30) days in advance of the effective date of such increase.

H. Declarant Exempt from Assessments. Declarant shall be exempt from and shall not be liable for general or special assessments upon Lots owned by it that do not have a completed dwelling constructed thereon. Declarant is not responsible for the establishment of a budget as long as Declarant is the sole voting member of the Association. The Association and Declarant are not required to submit statements for assessments to any Owner.

I. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

J. Subordination of the Lien to Mortgage. If any Lot subject to a lien created by this Declaration shall be subject to the lien of a first mortgage of record: (a) the foreclosure of any lien created by this Declaration shall not operate to affect or impair the lien of such mortgage; and (b) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of foreclosure by the mortgagee, shall not operate to affect or impair the lien except the liens for assessments, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of

the 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. Such assessments shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free the lien of such assessments. All such assessments shall be deemed to be an expense of the Association, and the Association shall have the right to collect said sums from the defaulting Owner personally. The failure of an Owner to pay assessments as provided herein shall not constitute a default under a mortgage insured by Federal Mortgage Agencies.

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

SECTION XII. ENFORCEMENT AND GENERAL PROVISIONS

A. Penalties. In addition to the remedies described immediately below or elsewhere in this Declaration, the Declarant is hereby authorized to levy against any Lot in violation of this Declaration an assessment penalty no to exceed One Hundred Dollars and NO/100 (\$100.00) for each day a violation of this Declaration continues beyond thirty (30) days after a notice of violation has been given by the Declarant to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing or by personal service. In the event the Owner of the Lot cannot be located after a diligent search or inquiry, the Declarant shall public notice of the violation for two (2) successive weeks in a newspaper of general circulation in Dallas County, Iowa. If the Owner has not fully complied with the terms of this Declaration within thirty (30) days after receiving notice, or thirty (30) days after the second publication of notice, the Declarant shall have the authority to levy an assessment penalty as described herein. This assessment penalty shall be a lien on the Lot and shall have the same status as any other assessment levied by the Declarant. Any Lot Owner objecting to the notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Declarant. Assessment of the penalty shall be stayed pending a hearing and final decision by the Declarant.

B. Specific Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the Owners and all parties claiming under them, and the City (if it so elects by approval of its City Council) shall have the right to specifically enforce the covenants, conditions, and restrictions contained herein, All Owners of a Lot covenant and agree, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and thereby this Declaration may be specifically enforced as provided for herein.

C. Attorney Fees. In the event it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration, shall be the obligation of the Owner of the Lot which is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration.

D. Declaration Binding and Running with the Land. Each of the conditions, covenants, Easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant, the Association, the Owners of each Lot, the Owners of the Property and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

E. Homeowners' Association. Termination of one or more of the conditions, covenants, Easements, indentures, restrictions and reservations contained in this Declaration shall not operate in any way to terminate the Homeowners' Association and said Association and all functions and duties pertaining thereto shall remain in full force and effect pursuant to the Declaration creating the Association.

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

G. Rights of Governing Entity; City. The Property shall also be subject to any and all rights and privileges of the City, how held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plats for the Property, or by this Declaration or by law. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within Stonewood. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.

H. Limitation of Liability. Declarant shall not be liable to any Owner for losses, damages or repairs relating to any sidewalk, driveway, curb, stoop, patio or other concrete improvement located within the Property, including (but not limited to) cracking or chipping that may occur due to weather conditions.

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

J. Assignment of Declarant's Rights. Declarant shall have the right to assign all of its rights and obligations as Declarant under this Declaration to any person, corporation or entity. The assignee of any such assignment shall be responsible for Declarant's duties and obligations under this Declaration. Declarant shall make such assignment by written instrument recorded in the office of the County Recorder.

K. Disclaimer. Declarant may at any time by written instrument filed with the County Recorder, disclaim their rights and powers hereunder and thereafter it shall have no rights or responsibilities hereunder. Declarant shall have no liability in or for damages of any sort to any

Owner, or any lessee or occupant of any Lot, or otherwise to any person for any exercise or failure to exercise any right (or duty or obligation, if any) of Declarant hereunder, for the making of an amendment or modification hereto by Declarant for the granting of approval or withholding of approval required or permitted under the terms of this Declaration or in any other manner arising therefrom.

L. Termination of Declarant's Rights. At the end of the Control Period, all rights, privileges, duties, obligations, responsibilities, reservations and authority granted or reserved to Declarant under this Declaration, the Articles, and the Bylaws shall automatically terminate. Upon such termination, Declarant shall have no further rights and obligations in connection with this Declaration, the Association, the Owners and the Property.

M. Amendment of Declaration. This Declaration may be amended or changed from time to time by an instrument recorded in the office of the County Recorder, signed or approved by an affirmative vote of not less than two-thirds (2/3) of the then Owners if the Control Period has expired; provided, however, none of the rights or duties of the Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Notwithstanding the foregoing, this Declaration may be amended by Declarant without approval by the other Owners, the Association or any other person during the Control Period. Such amendments or modifications shall be effective on the date the Amended Declaration has been filed with the County.

N. Enforcement and Waiver. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

O. Duration; Enforcement of Declaration. All covenants, conditions, restrictions, and reservations created by this Declaration shall run with the land and shall be binding upon all parties claiming under them, regardless of how title was acquired, for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first (21st) anniversary of the filing of the last verified claim. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the provisions hereof, but the same shall remain in full force and effect. The Declarant, the Association and/or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration and enjoin its violation, mandate their compliance or to recover damages for the breach thereof or for any other remedy or combination of remedies recognized at law or in equity. The Easements granted herein, and any other provision of this Declaration to the extent applicable to such Easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such Easement rights, including any rights of assessment or for liens for the payment of costs associated therewith, shall be perpetual in nature and shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration.

P. Severability. In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

Q. Captions. The captions of the articles, sections and any paragraphs of this Declaration, or the lack thereof, are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

SECTION XIII. ANNEXATION AND REMOVAL OF LAND

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

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

C. Removing Land from Operation of Declaration. Declarant shall have the right now and in the future to remove any portion of the Property from the operation of this Declaration. Declarant shall signify this removal by filing an amendment to this Declaration with the County Recorder. No approval of the Association or any other person shall be necessary to effectuate the removal of the land.

[Signature Page Follows]

DECLARANT:

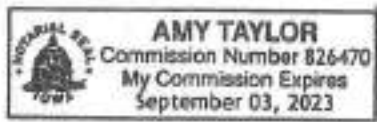
STONEWOOD, INC.,
an Iowa corporation

By: 
David I. Hansen, President

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 20 day of December, 2022, this record was acknowledged before me by David I. Hansen, as President of Stonewood, Inc., an Iowa corporation, on behalf of whom this record was executed.


Notary Public in and for the State of Iowa



ADDENDUM TO THE DECLARATION

ARCHITECTURAL REVIEW PROCESS: The Declarant or the Committee of the Association shall review all designs, plans and construction within the Property based upon the following criteria: (i) Consideration of primary site design issues; (ii) Sensitivity to the special landscape potential of the homesite with specific emphasis whenever possible to preserve the existing tree canopy which exists on the Lot; (iii) Compatibility in architectural design; and (iv) Compliance with the covenants, conditions and restrictions set forth in the Declaration. The Architectural Review Process, as set forth in these guidelines, is created to provide prospective property owners, Owners, architects and contractors with a set of parameters for purposes of preparing drawings and specifications to be reviewed by the Declarant and/or the Committee. The specific guidelines, as set forth as part of this Architectural Review Process, may be changed from time to time by the Declarant and/or the Committee, upon approval of the Board of Directors, in order to comply with the Declaration. It is the intent of these guidelines and this Architectural Review Process to promote quality development and construction, encourage attention to detail and support aesthetic harmony for the purpose of enhancing property values while preserving the natural tranquility within the Plat. During the Control Period, this Architectural Review Process shall be conducted by the Declarant or its appointed representative. Thereafter, the Committee of the Association shall conduct the Architectural Review Process.

ARCHITECTURAL STYLES: The guidelines set forth in this Addendum are not intended to dictate specific architectural styles that are required to be utilized, but rather are intended to provide Owners, their architects and design professionals a set of guidelines that will create a neighborhood of individual outstanding architectural homes that, when viewed together, will be designed as a unique neighborhood of single family homes. As such, architectural designs should be customized for each homesite with emphasis on maximizing the natural features of Stonewood, especially the heavily wooded nature and tree canopy that exists within Stonewood.

COMMITTEE: The Declaration sets forth those parameters and guidelines for the design and construction of a dwelling home which shall be reflected in the plans. The Declaration does not list specific design items required for plan approval, but rather delegates authority to the Declarant or the Committee to approve or disapprove individual building plans. In the review of individual building plans, the Declarant and the Committee will evaluate the aesthetic relationship among homes, natural amenities, the wooded areas and surrounding neighborhoods to enhance and maintain the overall cohesiveness of the development. The Declarant and the Committee will utilize the parameters set forth in the Declaration and these guidelines for the purpose of review, but will also consider the merits of any design due to special circumstances and conditions that provide benefits to adjacent areas, the specific site and the development as a whole. The authority delegated to the Declarant or the Committee to approve or disapprove building and landscape plans is set forth in accordance with the terms and conditions of the Declaration. Prior to the commencement of any construction activity, including any grading or excavation, the Owner of the Lot or their representative shall submit to the Declarant or Committee the plans and information in accordance with these guidelines. Written approval by the Declarant or the Committee must be received prior to the commencement of any clearing, grading or construction.

DESIGN REVIEW PROCEDURE:

A. Pre-Application Research. The Owner of a Lot is responsible to acquaint the building team with the Declarant, the Committee, the Declaration, these guidelines and the process for approval set forth herein. In addition, the City has jurisdiction over Stonewood and thereby the City should be contacted at the beginning of the process to insure compliance with its requirements. Compliance with all governmental rules, regulations and ordinances is the obligation of the Owner of the Lot.

B. Preliminary Design Review. The Owner and its architect or designer is encouraged to meet informally with the Declarant or Committee to discuss and consider approaches, ideas, designs, and to review any preliminary design sketches which they may have prepared. As part of the preliminary review, a submittal of the exterior elevation drawing, material selections and a site plan showing the existing grades, property lines, and building setbacks should be furnished. Following the preliminary review, the Owner of the Lot (or his or her representative) must submit a final set of construction plans, a detailed site plan of the home and a landscape plan showing type, size and quantity of plant material for the purpose of the final design approval. The Owner of a Lot may elect to waive the preliminary review and proceed directly with the submittal of a final plan; however, the Declarant encourages Owners to submit the preliminary design to the Declarant or Committee for review. These Guidelines outline the basic requirements and characteristics of design employed by the Declarant or the Committee in reviewing and approving plans, including architectural, site and landscaping plans.

C. Submittal Package. For the Declarant or the Committee to begin the preliminary design review, a submittal package should be prepared and contain the following:

1. Floor plans, drawn to $\frac{1}{4}'' = 1'0''$ scale;
2. Exterior elevations (i.e. showing all 4 sides of the exterior elevation), with enough detail to allow the Declarant or Committee to make a complete and effective review of the plans. Items that should be included in the elevations are the identification of exterior materials, roof pitches, window and door treatments, decks, porches, chimneys, posts and railing and other such exterior elevation details.
3. A site plan drawn to scale of $1'' = 20'$ showing the following:
 - a. Property lines;
 - b. Contours, existing grades, proposed finished grades and a drainage plan including ditches, swales and storm water retention areas;
 - c. All trees 6" in diameter or larger as measured 4' from ground level and designating those which must be removed as part of a tree removal plan;
 - d. Home location and setbacks;
 - e. Driveway and turn-around locations and dimensions;
 - f. Culverts, pipes, headwalls, the standard curb cut, sidewalk, pools, outbuildings, landscaping, patios and air-conditioning equipment;
 - g. Proposed top of foundation and basement floor elevations; and
 - h. Deck size(s) and location(s).

The floor plans and elevations submitted may be in sketch form and of a preliminary nature and need not be totally dimensioned and detailed, although room sizes and overall building dimensions should be included.

D. Final Design Review and Approval. The design review procedure is structured in order to have a prompt review period from the final plan submittal to the final plan approval.

1. Review Procedure. The following are guidelines that should be followed by the Lot Owner for the coordination of the review procedure administered by Declarant or the Committee:
 - a. Submit one (1) set of final plans in accordance with these guidelines and a copy of the Application.
 - b. Submit the exterior color scheme and material selections including brick, stone, siding samples and other such materials.
 - c. If the Declarant, Committee and/or the applicant requests a meeting, the meeting between the Declarant or the Committee and the property owner shall be held as soon as is practical to review the comments regarding the plans.
 - d. When revisions of the items required to be modified are minor, the Lot Owners will be informed of the Declarant's or Committee's action by letter, subject to the minor modifications. Declarant or the Committee may require that the plans be resubmitted in the event the plans need extensive modifications. If the plans require no revisions, the Lot Owner will be notified of the approval by a letter.
2. Site Plan. Final site plan documents drawn to scale outlining the following must be submitted to Declarant for review and approval prior to the commencement of any construction on a Lot:
 - a. Property legal description with scale and arrow on plan showing North;
 - b. Building locations for the dwelling, garage and any Outbuildings, including setback dimensions;
 - c. Driveways and sidewalks;
 - d. Special features, such as fencing, lighting, light poles, underground utilities, mechanical equipment and any other features to be developed upon the Lot;
 - e. Contour lines or slope of draining;
 - f. Landscaping plan, submitted prior to installations;
 - g. Size, height, type and color of any sign; and
 - h. Parking areas, points of access, as well as any easements for access and means of screening.
3. Building Plans. Final building plans and specifications outlining the following must be submitted to the Declarant for review and approval prior to the commencement of any construction on a Lot:
 - a. Floor plans, exterior elevations and sections;
 - b. Square footage of buildings;
 - c. Exterior colors and material samples for exposed exterior materials; and
 - d. Perspective rendering or photo, if available.
4. Construction Plans. Final plans should be submitted on adequately sized sheets, be in the order stated below, and consist of the following information:
 - a. Sheet One: Site Plan 1" = 20' (minimum scale):
 - (i) Show the existing topography and proposed finished grades. The grading plan must include all drainage information including swales, storm water retention areas and ditches. This grading plan will need to be approved by the Declarant or the Committee before any earth is moved on the Lot.
 - (ii) First floor and basement floor elevations must be shown with respect to the size and the grades.

- (iii) Indicate driveway widths, drainage culverts, pipe and headwalls, standard curb cut, sidewalks, patios, air-conditioning and garbage enclosure locations.
 - (iv) Show deck size(s) with stairs, if any, to the lower grade.
 - (v) Indicate the garage back-up distance, at least 28' (30' recommended), with a minimum of 3' between the edge of the driveway and the property line.
 - (vi) Show any extreme site conditions including terrain, trees to be retained, and trees to be removed on the plan.
 - (vii) Show all the proposed structures, improvements and the proposed and actual setback lines.
 - (viii) Landscape plans must be submitted no later than the time the house goes under roof, but are encouraged to be submitted with the site plan. The landscape should show the name, size, spacing, quality and quantity of plants to be planted drawn to scale and spaced to scale. A plant list is required designating the proposed landscape material.
 - (ix) Show the lengths, design, height, finish and location of retaining walls.
 - (x) Exterior color scheme and material selections must be submitted with the plans.
- b. Sheet Two: Basement Plan $\frac{1}{4}'' = 1'0''$:
 - (i) Walkout basements must indicate windows, doors, patio areas, stoops, deck columns, retaining walls, and all interior spaces.
 - (ii) All floor plans are to correspond with the site plan's orientation.
 - c. Sheet Three: First Floor Plan $\frac{1}{4}'' = 1'0''$: Indicate decks, patios, stoops, retaining walls, air-conditioning screening, front entry step sizes, materials and finishes, driveway areas and all interior spaces of the first floor.
 - d. Sheet Four: Second Floor Plan (if any) $\frac{1}{4}'' = 1'0''$: Indicate lower roof projections, roof overhangs, chimney locations and all interior spaces.
 - e. Sheet Five: Roof Plan $\frac{1}{4}'' = 1'0''$: Indicate all roof areas and corresponding slopes.
 - f. Sheets Six and Seven: Building Elevations $\frac{1}{4}'' = 1'0''$: Building elevations should be drawn along with floor plans to match the site plan and orientation. Articulate all elevations, including hidden elevations, with finishes, window types, trims, and fascia details. Show the proposed finish grades against elevations, air-conditioning equipment locations, screens, decks, rear stairs and the maximum height from the first floor to the uppermost roof peak. Also show exterior post and rail system details.
 - g. Sheet Eight: Specifications. Final construction specifications may be included on the drawings or in book form on $8 \frac{1}{2}'' \times 11''$ sheets.

The Declarant or the Committee will retain the final drawings and construction plans for a maximum period of one hundred eighty (180) days subsequent to the approval. If work has not started or a continuance not received by the Owner or their agent with the time period set forth herein, then the approval will automatically expire and terminate. Any questions concerning the Association should be directed to the Declarant or Committee. A realistic construction schedule shall be provided as to the start and finish dates of construction. This should be submitted when final plan approval is obtained.

SITE INSPECTION: Following approvals of the plans and prior to construction, each Lot Owner or their agent will request a site inspection from the Declarant or the Committee for permission to clear the site once their home is staked. Staking shall be done with a continuous ribbon defining

configuration of the residence and side property lines. Any individual trees to be removed outside the ribboned area shall be ribboned individually or in groups. Inspection shall be made within five (5) business days, weather permitting, of the request. Authorization to proceed with grading and construction operations will be issued immediately thereafter, provided the staking complies with the approved plans.

SITE DEVELOPMENT: The Declarant or Committee will consider each site independently, but will give consideration to the individual impact of each plan upon adjacent homesites and view corridors. Careful attention must be made to locate each structure, whenever possible, so as not to infringe upon view corridors, adjacent structures and homesites and the natural amenities of the land. Special attention should be given to the topographical features of the homesite. It is important that homes are located on the property in a manner that does not adversely affect views from adjacent homes. Proper treatment must be given to the site's natural amenities including existing vegetation, environmentally sensitive areas and drainage channels. Driveway access and the height of structures will be studied closely by the Declarant or Committee.

SITE PLANNING: The sitting of a house is a critical and an important design decision. The site plan concept developed for each homeowner should reflect functional needs, but also be sensitive to the site's unique characteristics and inherent design opportunities. Site surveys and topographical information are the responsibility of the Lot Owner. The Owner is encouraged to use a surveyor to obtain this information and also to plot significant trees and site conditions. Site and drainage plans will be closely studied to insure that proper storm water retention areas and/or diversion routes are designed to prevent run-off into sensitive areas or other homesites.

BUILDING SETBACKS: The City and Declarant have established minimum standards for building setbacks for various types of residential structures as shown on the Plat. "Outdoor" elements of the house which are attached to the home such as decks, porches, wingwalls and other such attached structures are considered to be a part of the house and will not be allowed to encroach into side or rear yard setbacks, except as variations in the case of unique site characteristics which the Declarant or Committee may consider on a case-by-case basis. Patios, driveways, and walks typically may encroach into building setback areas.

DESIGN CRITERIA: Good architectural design should incorporate architectural elements that have withstood the test of time, and each design professional should strive to design a home that has integrity, continuity, and a sense of proportion.

A. Elements Encouraged. Those elements to be encouraged shall include intelligent selection of details related to a well-designed floor plan; consistency of site planning, landscaping and architecture; and logical use of materials. Openings should be properly spaced, the home should be compatible with surrounding structures, and have well executed details that are consistent with the architectural style.

B. Elements to Avoid. Those elements to be avoided include harsh contrasts of colors and/or materials; illogical or inappropriate combination of scale; poorly executed details and extreme interpretations of the components of each style.

C. Colors and Materials. Colors and materials shall be consistent with traditional architectural values in the Midwest region of the United States and must not otherwise detract from the standards and aesthetics of the Property. The use of natural materials are encouraged such as brick, stone, warm-toned shingles, as well as soft and muted, earth-tone colors. All exterior painted portions of new dwellings constructed on any Lot shall be painted and finished generally consistent with an earth-tone color; provided, however, for purposes of this Declaration, blue shall specifically not be considered an earth tone color.

D. Design Criteria. It is desirable for the homes within Stonewood to exhibit the individuality of their owners as well as the characteristics of the selected architectural style. However, it is also important that homes follow basic design principles inherent in good architecture and the following shall be considered:

1. Is the residence located on the site with a minimum disruption to the natural topography, wooded area and landscape?
2. Will the various building materials allow an aesthetically appealing and harmonious exterior appearance for the residence?
3. Are the colors appropriate and used with restraint?
4. Is there a consistent scale, architectural style, and materials used on all elevations of the dwelling home and any outbuildings?
5. Is each element designed in proportion to the other elements?
6. Are the specific features of the architectural style well developed and carefully detailed?

DESIGN FEATURES:

A. The main roof of the home should be a minimum 4/12 pitched roof, either gabled, hipped, or sloped; provided, however, the main roof of the home may be flat. Roof forms should be well organized and demonstrate the same character on all sides of the residence. Shed roof elements may be utilized, but extensive use of shed roof forms are discouraged. Eave lines should align whenever possible. Eaves and rakes should be articulated by multiple fascia boards, cove and crown molds or gutters. Gutters and downspouts shall be used at all eave lines unless deemed inappropriate. All roof structures such as attic vents and plumbing vents shall be painted to match the roof colors and be positioned behind the roof ridge.

B. Windows and doors should reflect restraint in the number of types, styles and sizes. Consistency of detailing on all elevations should be maintained.

C. The main entrance should have a sense of prominence that is reflected in the design. It should include either a pair of doors with or without sidelights or a single door with sidelights. The main entrance should contain more detail than the other openings, but shall also be consistent in styling.

D. All dwellings must have, at a minimum, a three car attached garage. Detached garages shall be permitted provided that the detached garage utilizes uniform architecture and materials consistent with the dwelling and such detached garage shall be situated immediately adjacent to the garage attached to the dwelling so as to be aesthetically uniform. Front load garages are permitted; however, side-loaded garages are preferred and are encouraged. No garage doors over ten feet (10') in height are permitted.

- E. Decks must be constructed from cedar, redwood, treated lumber, composite decking or other materials approved by Declarant or the Committee. Decks that are raised and its supports should incorporate materials that relate to the residence such as brick, stucco, stone or similar materials. All decks shall be kept in good repair and attractive appearance.
- F. Quoins or external cornerstones elements, when utilized in the design, should be utilized on the side elevations as well as the front and on the elevations when used.
- G. Bay windows, when utilized, should be carried down to grade or express visual support of a cantilevered condition. When bay windows are stacked in a 2-story condition, the blank panel between all facets should be articulated.
- H. All areas of exposed concrete, concrete block or tile foundations must be covered with brick, stone, veneer, stucco textured or the equivalent. Masonry or stone facing utilized as a veneer material on the front of a residence should return around a corner to a logical point of termination such as an inside corner. Ending the veneer at an outside corner that would expose the edge of the material is not acceptable.
- I. Flue pipes are required to be encased with a chimney enclosure. Roof vents and skylights should be on the rear side of the roof ridge.
- J. Chimneys should be properly located and substantial in mass. Chimneys should be designed with appropriate breaks for character.
- K. Dormers should be designed in keeping with the architectural style. Dormers must be logically located on the roof and not be out of proportion.
- L. Materials.
1. Exterior walls may incorporate brick, stucco, stone, wood or lap siding and may also incorporate architectural metal panels as an accent material.
 2. Brick should be earth-tone in color and the brick textures should not have contrived surfaces.
 3. Acceptable roofing materials are slate or tile roof shingles, wood shingles, wood shake shingles, architectural grade textured, shadowed or composition shingles, 350lb+ asphalt shingles, or standing seamed architectural grade metal or copper. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures acceptable to Declarant or the Committee, as provided below. All roof vents, plumbing stacks and flashing should closely match the color of surrounding materials.
 4. Windows and doors may be wood, vinyl clad or aluminum clad wood; glazing shall be clear or gray tinted and no reflective glass shall be utilized.
 5. All siding shall be a 50-year concrete board (commonly referred to as "Hardie Plank" or "James Hardie™ Siding" or equal) or an engineered wood composite siding (commonly referred to as "LP® Smartside®"), or other such siding with similar durability or comparable natural material such as redwood or cedar. Siding materials that are aluminum,

steel, vinyl, Masonite and composition board shall not be utilized. Siding must be "blind nailed" and shall be "individual lap" units that will not wave or warp.

6. Concrete or pavers should be used in the construction of all driveways and parking areas.

REMODELING AND ADDITIONS: Remodeling and additions to existing improvements are required to meet the same criteria as new construction. All criteria as set forth in the Declaration and this Addendum to the Declaration shall apply to remodeling and additions and, therefore, approval is required for work associated with remodeling and additions based upon the same approval process required for new construction.

CONSTRUCTION: Following approval of the final design by the Declarant or the Committee, the plans shall be submitted to the City for a building permit to be issued. Staking of the home prior to clearing and construction must be done in accordance with the site inspection requirements noted above. Contractors are reminded of the requirements set forth in the Declaration to keep sites clean. Weekly clean-up is required. The street right-of-way is also to be maintained and kept free of mud and debris. Silt fencing must be installed to prevent runoff onto neighboring property. If sites are not kept up or any damage to adjoining property or Common Areas occurs through the construction process, the Owner will be notified by phone or letter by the Declarant or the Association of the violations. Owners or their contractors will have five (5) days to respond before the Declarant or the Association remedies the violations, the cost of which will be collected from the Owner or contractor or assessed against the Owner's Lot as permitted by the Declaration.

GRADING AND EXCAVATING: Stonewood was designed around the natural and existing grades and was developed to utilize the site so as to cause minimal disruption to the natural terrain in most cases. Whenever possible, structures should be designed around the natural landscape and elements of the specific homesite. It is important to remember that the beauty of the development is the land and its natural features and that the architecture should complement and enhance rather than compete with or destroy this beauty. In order to help insure compliance with this philosophy, as part of the final design submittal, a grading plan will be required. Grading approval must be obtained from the Declarant or Committee before earth is moved or removed from a specific homesite. Absolutely no grading whatsoever shall be permitted without first obtaining this authorization. All grading reviews shall be subject to the jurisdiction of the Declarant or Committee and shall be considered individually for each Lot. Recommendations or demands will be based upon individual homesite locations, terrain, soil conditions, drainage, cuts and fills, and whatever other conditions the Declarant or Committee may consider as an impact to the site grading design.

DRAINAGE: Drainage considerations for individual sites play an important part of the overall ecological balance of the site. Water runoff for each individual building site must be handled by adequately sloping all areas so that runoff can be directed to the natural drainage areas or storm drainage facilities.

LANDSCAPE: The landscape design should be compatible with the Stonewood development so as to create subdued natural woodland landscape that appears mature and well established. Owners are encouraged to landscape their homesites with plant material indigenous to the existing area. Fundamental to the design criteria is the need for gardens and lawns to harmonize with the native

terrain and natural beauty of Stonewood. Quality landscaping is important to both the appearance of each individual home and the overall continuity of Stonewood. To insure that the overall beauty of Stonewood is preserved and enhanced, the Declarant or the Committee has the authority to approve or disapprove landscape plans for individual residences. Stonewood has been designed utilizing the natural elements as much as possible, especially the heavily wooded nature of the area. The Declarant or Committee will take into account the various relationships between the home, the site and adjacent homes, views and other amenities in making decisions regarding prospective landscape plans. Landscape plans should be fully detailed and accurately drawn to an appropriate scale on a full sized site plan. The plans should clearly show contours and elevations, drainage, and all pertinent site and architectural information including an accurate outline of the building with doors, windows, stoops, decks and other features accurately located and drawn. The particulars of outdoor surfaces such as walks, decks, patios, driveways, and courtyards should also be specified. The Lot Owner shall provide complete plant nomenclature for positive identification of proposed plant materials. The sizes, in standard nursery "range of size" description should be given as well as the quantities of plants of each type proposed to be used in each planting group.

NATURAL FEATURES AND EXISTING TREES: Various types of hardwood mature trees are prolific in Stonewood and many are located in prominent view from the streets giving them special significance. It is the intent of the Declarant to preserve the trees on the Property and, therefore, the removal, knocking down or cutting of trees or saplings shall be limited to the absolute minimum needed for construction on a Lot or the removal of diseased, damaged or dead trees. Established trees removed for construction shall be only those directly on the structure site or not greater than ten feet (10') from the structure or four feet (4') from any road, driveway and/or retaining wall. The Association, by and through the Declaration, recognizes the significance of protecting the trees by requiring approval by the Declarant or the Committee for the removal of any tree on any Lot with a trunk diameter over six inches (6") at twelve inches (12") above natural grade. Any building plans shall clearly identify acceptable means for protecting trees from damage during construction and an Owner and their contractor or builder shall be responsible to implement the tree protection plan and to take any corrective action required by the Declarant or Committee.

WALLS AND FENCES: Walls and fences should be considered as an extension of the architecture of the residence and may only be installed in strict accordance with the Declaration.

EXTERIOR LIGHTS: Lighting should be used to enhance the overall design concept of the home in an aesthetically pleasing manner. Exterior pool and landscape lighting should utilize glare shields to eliminate bright spots and glare sources so as to not infringe upon adjacent neighbors. Exterior lighting should utilize low-voltage or similar non-glare direct task type fixtures and they should be as close to grade as possible. As no bare light bulbs are permitted to be shown, these shields shall also serve in bulb concealment. All lighting conduit and fixtures must be as inconspicuous as possible, especially by day if lights are above grade level. Exterior lighting must meet all City building codes and must be approved by Declarant or Committee prior to installation.

TENNIS COURTS AND SPORT COURTS: Tennis courts and sport courts ("Courts") must be located so that they will not infringe upon view corridors. Courts should be naturally screened from adjacent homesites and windscreens should be kept to moderate heights. A plot plan showing the Court's location shall be subject to review showing any and all proposed grading and screening.

Design and color of fencing materials should blend naturally into the surrounding area and plant materials should be added where necessary to soften the visual impact. Surface colors must be approved. Night lighting of the Courts is permitted provided that the light does not intrude onto adjacent property. Courts will be permitted only when they can be constructed so they do not constitute an intrusion upon the adjoining residents.

POOLS; THERAPY POOLS AND SPAS: The location of swimming pools, therapy pools and spas (including hot tubs) should address the relationship between indoor and outdoor features, setbacks, screening and the site's terrain. The size, shape and siting of swimming pools must be carefully considered to achieve compatibility with the surrounding natural and man-made elements. Pool and equipment enclosures must be architecturally related to the house and other structures in their placement, mass and detail. Subject to City ordinances, rules and regulations, pool decks at or within two feet of grade may encroach into setback areas, but shall not be closer than twenty (20) feet to any property line.

VACANT HOMESITES: Some Lot Owners may not elect to start construction in Stonewood for several years. While vacant, these homesites must be kept clear of dead material including trees, fallen branches, debris, shrubs, and other vegetation. Maintenance of a manicured lawn (i.e. sod) shall not be required prior to building, but the yard areas must be mowed and maintained and, in any event, shall not restrict views from the streets or adjacent homesites. Existing grass and lawn areas must be trimmed or cut to a height of six inches (6") or less and be clear of all weeds and unsightly vegetation. Any proposed removal of trees must be reviewed by the Declarant or Committee prior to the actual removal. Failure to maintain the property in an acceptable condition will result in notification to the Owner by the Declarant or Committee and the Owner will have five (5) days to complete the work. In the event the Lot is not properly maintained following notice, then the Declarant or the Committee may have the work performed at the sole expense of the Owner or an assessment may be levied in accordance with the terms of the Declaration.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND MAINTENANCE ASSOCIATION FOR STONEWOOD**

(Recorder Cover Sheet)

Preparer Information: (name, address and phone number)

David I. Hansen, 4701 121st Street, Urbandale, Iowa 50323, Phone 515-221-9990

Taxpayer Information: (name and complete address)

Stonewood, Inc.

4701 121st Street

Urbandale, Iowa 50323

Return Document to: (name and complete address)

Stonewood, Inc.

c/o Signature Real Estate Services, Inc.

4701 121st Street

Urbandale, Iowa 50323

Grantors:

Stonewood, Inc.

Grantees:

Legal Description:

See Page 2 for the Legal Description of the Property.

Document or instrument number of previously recorded documents:

Not applicable.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND MAINTENANCE ASSOCIATION FOR STONEWOOD**

THIS DECLARATION (the “**Declaration**”) is made this 20 day of December, 2022, by Stonewood, Inc., an Iowa corporation (the “**Declarant**”).

WHEREAS, Declarant is the owner of certain real property situated in the City of West Des Moines, Dallas County, Iowa legally described as follows:

Lots 1 – 40 in Stonewood Plat 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa (the “**Property**”).

AND

Outlots X, Y, and Z in Stonewood Plat 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa (the “**Common Area**”).

WHEREAS, Declarant is also the owner of certain real property generally located north of the Property and east of South Grand Prairie Parkway (the “**Benefited Property**”) legally described as follows:

Outlot W in Stonewood Plat 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa.

WHEREAS, Declarant and the City have entered into a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for Multiple Ownership Parcels for Stonewood to be recorded concurrently herewith (the “**Management Facility Agreement**”), wherein Declarant has agreed to control storm water runoff for the Property and the Benefited Property through the design, construction and maintenance of the Storm Water Management Facility (as hereinafter defined) within the Common Area and those areas situated on a Lot within the Plat as set forth and described in the Management Facility Agreement.

WHEREAS, Declarant has also established, granted, and conveyed a Private Conservation Easement with the intent and purpose of maintaining the existing trees and natural vegetation situated in and extending through the Easement Area in Stonewood for the benefit all Lot Owners in Stonewood and the surrounding neighborhood areas.

WHEREAS, Declarant desires to create an Association in order to own, operate and maintain the Common Area and Storm Water Management Facility whether located thereon or on other areas situated upon a Lot within the Plat and to establish covenants and conditions for the benefit of the Owners of the Property entitled to use the Storm Water Management Facility together with providing for the enforcement of the Private Conservation Easement for the benefit of the Owners of the Property.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall

run with the real property and be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I. DEFINITIONS

A. **"Additional Land"** shall mean and refer to any portion of the Benefited Property annexed and subjected to this Declaration pursuant to Article VII. hereof.

B. **"Amended Declaration"** shall mean and refer to a separate instrument filed of record with the County Recorder that annexes and subjects Additional Land to this Declaration and may grant additional covenants, conditions, restrictions and easements as to such Additional Land, or otherwise makes amendments to this Declaration.

C. **"Articles"** shall mean and refer to the Articles of Incorporation of the Association duly filed with the Iowa Secretary of State, as the same may be amended from time to time.

D. **"Association"** shall mean and refer to Stonewood Storm Water Maintenance Association, Inc., a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, and its successors and assigns. The Association may sometimes be referred to as the **"Maintenance Association"**. The Articles for the Association have been executed by the incorporator. The Articles and the initial Bylaws for the Association are incorporated herein by this reference.

E. **"Association Responsibility Elements"** shall mean and refer to any improvement, easement or feature whether or not fully or partially located upon any Lot, Common Area, or offsite of the Property for which the Association is obligated to maintain for the common use and benefit of the Owners, including, but not limited to the following: (i) Easements granted to the Association by any document filed in the records of the County Recorder requiring maintenance and/or enforcement by the Association; (ii) Common Area; and (iii) the Storm Water Management Facility.

F. **"Board or Board of Directors"** shall mean and refer to the members of the Board of Directors of the Association duly appointed by Declarant or elected by the Members in accordance with this Declaration or the Bylaws.

G. **"Bylaws"** shall mean and refer to the Bylaws of the Association adopted by the Board of Directors, as the same may be amended from time to time.

H. **"City"** shall mean the City of West Des Moines, Iowa.

I. **"County"** shall mean Dallas County, Iowa.

J. **"Common Area(s)"** shall have the meaning set forth on Page 2 of this Declaration and refer to any real property designated by Declarant within the Property to which the Association

shall hold title, together with any improvements thereon, for the common use, enjoyment and benefit of the Owners. Maintenance of the Common Area shall be solely at the expense of the Association as a part of the Association Responsibility Elements. Declarant shall convey the Common Areas to the Association by deed at any time during the Control Period.

K. **"Control Period"** shall mean and refer to the period commencing on the date that this Declaration is filed of record with the County Recorder and terminating at such time as Declarant no longer has any interest in the Lots, during which period Declarant reserves the right to amend this Declaration, to have sole voting control and authority with respect to the Association and Board of Directors, to create, dedicate and maintain easements, and to exercise any and all other rights and privileges under this Declaration and the Bylaws.

L. **"Declarant"** shall mean and refer to Stonewood, Inc., an Iowa corporation, its authorized agents and manager, and its successors and assigns.

M. **"Declaration"** shall refer to this Declaration of Covenants, Conditions, Restrictions and Maintenance Association for Stonewood to which the Property is subject.

N. **"Lot"** shall mean and refer to an individual parcel of land situated within the Property upon which a dwelling may be constructed.

O. **"Member"** shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration.

P. **"Owner(s)"** shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot, but shall not include any person or entity who holds such fee title merely as security for a loan, unless and until such person has succeeded to ownership by enforcement of its remedies under such security instruments, and excluding those having a lien upon the Property by provision or operation of law.

Q. **"Plat"** shall mean and refer to the official subdivision plat(s) of the Property filed of record with the County Recorder, including any subsequent subdivision plat(s) for the purpose of annexing Additional Land to this Declaration.

R. **"Private Conservation Easement"** shall mean and refer to the private conservation easement to be recorded concurrently with this Declaration and the Plat which establishes a perpetual easement in the locations described therein and shown on the Plat for the conservation and maintenance of the natural vegetation situated within the Property.

S. **"Property"** shall have the meaning set forth on Page 2 of this Declaration and shall include any Additional Land when annexed and subjected to this Declaration pursuant to Article VII hereof.

T. **"Stonewood"** shall mean and collectively include the Property, the Common Area and those portions of the Plat dedicated to the City for public use together with any Additional Land when annexed and subjected to this Declaration pursuant to Article VII hereof.

U. **“Storm Water Detention Area”** shall mean and refer to the detention basin easement areas located upon those Lots or Outlots as identified on the Plat and located upon the Property and such other real property situated within the Plat and defined as the Common Area.

V. **“Storm Water Management Facility”** shall collectively mean and shall refer to the common storm water detention ponds, detention basins and all pipes, inlets, and outlets appurtenant thereto located within the Plat and on or offsite of the Property and Common Areas designed, constructed and maintained for the common use and benefit of the Owners for which the Association is obligated to maintain.

**SECTION II.
SURFACE WATER FLOWAGE, EROSION CONTROL,
AND STORM WATER DISCHARGE PERMITTING REQUIREMENTS**

A. **Surface Water Flowage.** The topography of Stonewood is such that surface water may flow from certain Lots and Property onto other Lots and Property. In regard to all matters concerning surface water, each Lot and the Property hereto shall be subject to and benefited by such easements as may exist for the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time, and under the Storm Water Management Facility and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws. Drainage and water runoff from an Owner's Lot shall not adversely affect any other Owner, Lot, public street, right-of-way or Common Area and each Owner shall indemnify and hold Declarant, the Association and the other Owners harmless from and against all damages or liability caused by an Owner's violation of this paragraph regarding drainage and water runoff.

B. **Erosion Control.** Upon taking possession of a Lot, an Owner agrees to comply with all erosion control requirements. The Owner of each Lot, whether vacant or improved, their agents, assigns, heirs and/or building contractors shall take all necessary precautions to prevent, stabilize, and/or control erosion on their Lot and the Property, to prevent sediment migration and soil erosion from extending beyond the boundaries of their Lot and the Property and, in the event it occurs, to promptly clean-up all eroded sediment and to restore all affected areas to their original condition and take all remedial steps required pursuant to applicable law, including City requirements.

C. **Restoration of Finish Grade.** When construction of a dwelling is complete, the Lot, as well as all adjacent Lots on which the finish grades have been disturbed by the construction activity, must be restored to the finish grade consistent with the original engineering design of the Plat. In addition, the Owner must restore other Lots or Property on which their building activities may have caused a disturbance of the final soil stabilization, a disturbance of newly seeded ground for soil stabilization, or a disturbance or removal of silt fence, to their original condition prior to the construction activities. This work must be done within seven (7) days following the completion of the construction of the dwelling is completed.

D. **Storm Water Compliance.** By acceptance of a deed for a Lot or any portion of the Property included within the Plat, the Owner agrees to comply with all applicable Federal, State and local erosion control ordinances and permits which pertain to the Property, including, but not limited to the Iowa Department of Natural Resources NPDES Storm Water Discharge Permit No.

2 (the "Permit") and the storm water pollution prevention plan (commonly referred to as the "SWPPP") or similar agreements affecting the Plat. Any construction or earth moving on any Lot or on any portion of the Property included within the Plat shall be in compliance with the Permit, the SWPPP, and all laws relating to storm water discharge permitting. The Owner of a Lot or such other property situated within the Plat shall be solely responsible for the Lot or other such property with respect to compliance with all terms, provisions and requirements of the Permit and any SWPPP to the extent it includes the Lot or such other property. If Declarant, or any Lot, property comprised within the Plat or Lot Owner is cited for an alleged violation of any erosion control regulations, laws, or ordinances which occurs after closing of any sale and conveyance of a Lot, or other land situated within the Property which is part of and comprises a portion of the Plat, by any jurisdictional authority for a condition on or from the Plat, the Owner shall protect, defend, indemnify and hold the Declarant, the Association and other Owners or associations governing any part of the Plat harmless from any and all damages, claims, liabilities, fines, assessments penalties, clean-up costs and/or attorney and consultant fees incurred by Declarant related to the citation or otherwise caused by or in any manner related to (i) any discharge of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any violation or alleged violation of any NPDES or storm water discharge rule or regulation.

E. Authorization of Corrective Action. If, in the opinion of the Declarant or the Association, erosion is not properly controlled, corrective action may be taken by the Declarant or the Association, and an easement shall automatically be granted to permit the Declarant or the Association to implement corrective action, and the actual costs thereof plus an administrative fee, as determined by the Declarant or the Association, shall be assessed against the offending Lot and the Owner thereof.

F. Transferee of Permit. The Owner and/or person in possession of each Lot whether vacant or improved, shall at closing of any sale or conveyance of a Lot, execute an agreement agreeing to comply with all applicable Federal, State and local erosion control regulations, laws and ordinances and permits which pertain to the Property, including, but not limited to becoming a transferee of the Permit with respect to their Lot or portion of property within the Plat.

SECTION III. STONEWOOD STORM WATER MAINTENANCE ASSOCIATION AUTHORITY AND MAINTENANCE OBLIGATIONS

A. Duties of the Association. The Association has been established for the purpose of owning the Common Area, to monitor compliance of the Plat and the detention areas in connection therewith with Permits, to provide maintenance of the Association Responsibility Elements whether located within the Common Areas, the Lots or elsewhere within the Plat, and to manage and maintain the necessary services relating thereto. The Association, through its Board of Directors, shall have the right, power, and authority to provide for the enforcement of this Declaration, the Articles of Incorporation, the Bylaws of the Association and easements provided in connection with the Plat relating to stormwater, overland flowage and detention areas in connection therewith together with the Private Conservation Easement; to have sole control and jurisdiction over the Association Responsibility Elements whether located within the Common Areas, the Lots or elsewhere within the Plat; to be responsible for the operation, maintenance,

repair, reconstruction, restoration, and replacement of Association Responsibility Elements and associated improvements made by the Declarant within the easement areas or any other Common Area owned or controlled by the Association in good repair and condition; to perform all maintenance, repair, reconstruction, restoration, and replacement of the Storm Water Detention Areas owned or controlled by the Association; to perform all maintenance, repair, reconstruction, restoration, and replacement of any fencing in the Common Areas owned or controlled by the Association; to levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided; and to enter into contracts, easements, leases, licenses, or other agreements as hereinafter provided including contracts for insurance, as may be necessary or desirable to carry out the provisions of this Declaration; and to otherwise establish such rules and regulations governing the Association Responsibility Elements.

B. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws or by applicable law, all rights and powers of the Association may be exercised by the Board of Directors at its discretion without a vote of the Members.

C. Control of Association. Notwithstanding anything to the contrary provided in this Declaration, during the Control Period, Declarant shall have the sole voting control and authority to exercise any right or privilege granted or delegated to the Association or its Board of Directors under this Declaration or the Bylaws. At the end of the Control Period, all such voting control and authority shall automatically transfer to the Members and the Association, as applicable. Each Owner by acceptance of a deed shall be deemed to have released Declarant from all claims with respect to the actions taken or not taken by Declarant during the Control Period or otherwise during any period in which Declarant is in control of the Association.

D. Personal Liability. No member of the Board of Directors, no officer, manager, agent or other employee of the Association shall be personally liable to any Member or any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board of Directors, and any officer, manager or other employee of the Association; provided, however, the limitations set forth in this Section shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

E. Contracts and Agreements. Declarant or the Association, by and through its Board of Directors, in their sole discretion, may or may not enter into any contract, easement, lease, license or other agreement including, but not limited to a management contract or employment contract, engage the services of and discharge any manager, managing agent, independent contractor, accounting, legal or engineering professionals or other employee as it deems necessary or desirable to carry out the duties of the Association under this Declaration. Declarant or the Board of Directors, in its sole discretion, shall determine the duties and compensation of such persons so employed.

F. Ownership of Common Area. The Association shall be the owner of the Common Area. Declarant hereby covenants for itself, and its successors and assigns, that it shall convey to

the Association the fee title to the Common Area, subject to covenants, easements, conditions and restrictions whether or not of record or created by this Declaration or granted to any public authority and shall be free and clear from all mechanic's liens or any liens or encumbrances whatsoever, except as otherwise provided herein. The transfer of title of the Common Area to the Association shall not be accomplished until the City accepts or otherwise provides written notification that construction of the Storm Water Management Facility has been completed and Declarant has been released from its duties, obligations and responsibilities under the Storm Water Management Agreement.

G. Owners' Easement of Enjoyment in the Common Area. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of Declarant or the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for utility purposes. Upon transfer of fee title to the Common Area to the Association, no such subsequent dedication or transfer shall be effective unless an instrument filed of record by the Association with the County Recorder consenting to such dedication or transfer has been authorized by seventy-five percent (75%) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

H. Use of Common Area. The Common Area shall be used strictly in accordance with the provisions of this Declaration. No Owner shall obstruct or interfere with the rights and privileges of the other Owners, the Declarant or the Association in the Common Area. Nothing shall be planted in, altered in, constructed in, or removed by from the Common Areas, except as authorized by the Declarant or the Board of Directors.

I. Maintenance of Common Area and Storm Water Management Facility. Declarant shall be responsible only for the initial installation and construction of the Storm Water Management Facility. Upon completion of the initial construction, the Association, at its expense, shall be responsible to perform all services on behalf of the Owners for maintenance of the Common Area and the Storm Water Management Facility located thereon or located within an easement area situated upon a Lot within the Plat. Such maintenance obligations shall include, but are not limited to, reconstruction, repair, replacement, inspection, grading, dredging, mowing, replacement of permitted vegetation, and removal of trash, litter and debris and any other duties required to be performed for maintenance under the Management Facility Agreement on file with the City and any other stormwater management agreement in connection therewith.

J. Access for Maintenance Services. The Association and its agents, employees or contractors shall have the right of reasonable access for ingress and egress over, across or through the Property situated within the Plat including easement areas located on the Lot(s) and the Common Area for the purpose of performing its inspection, maintenance, repair, replacement, restoration, removal, demolition, grading and dredging obligations as set forth in this Declaration.

K. Assessment for Maintenance Services. All charges incurred for maintenance services provided or contracted for on behalf of the Owners by Declarant or the Association as needed in connection with the operation, maintenance and repair of the Association Responsibility

Elements shall be paid by the Association and the costs of the same shall become a part of the general assessment.

L. Taxes Assessed Against Common Area. The Association shall be responsible for the timely payment of any and all real estate taxes and special assessments levied and/or assessed against the Common Area by any public authority, and the pro rata cost thereof shall become a part of the general assessment.

M. Responsibility for Willful or Negligent Acts. No Owner shall obstruct or interfere whatsoever with the duties and responsibilities of Declarant or the Association to perform its maintenance obligations relating to the Common Area and Storm Water Management Facility and thereby shall not obstruct or interfere with access reasonably necessary for ingress and egress over, across or through the Property and the Lots located thereon to carry out such duties and responsibilities. Nothing shall be altered in, constructed in, or removed from the Common Area and easement areas situated upon the Property and the Lots located thereon, except upon written consent of the Declarant or the Association through the authority of the Board of Directors. An Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by any intentional, willful, negligent or careless act by such Owner, or by any family, guest, employee, agent, contractor or lessee of such Owner. Any such expense shall become a special assessment and lien upon the Lot of such Owner and shall become due and payable upon demand.

N. Financial Responsibility; Insurance. The Association shall purchase and maintain casualty insurance and a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, its agents and employees, the Owners and all other persons entitled to use the Common Area. The Association shall also obtain any other insurance required by law to be maintained, including, but not limited to, worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association. The policy shall provide it may or may not be cancelled or substantially modified without the prior written notice to any and all insureds named thereon, including the Association.

O. Annual Review of Policies. The Board of Directors shall review at least annually all insurance policies acquired and maintained by the Association for the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.

P. Assessment for Insurance. The premiums for the insurance described herein shall be paid by the Association and the pro rata cost thereof shall become a part of the general assessment.

Q. Indemnification by Association. The Association hereby indemnifies and saves the Owners harmless from any and all liability, damage, expense, causes of action, suits, claims or judgements arising from personal injury, death or property damage and occurring on or from the maintenance of the Association Responsibility Elements, except if caused by the act or negligence of the Owner or by their guests, lessees, assigns, and licensees.

R. Indemnification by Owner. Each Owner hereby agrees to indemnify, defend and hold harmless the Declarant, the other Owners, the Association and their agents, employees, contractors, heirs, administrators, successors and assigns, from and against any and all liability, claims, damages, expenses (including reasonable attorney fees and reasonable attorney fees on any appeal), judgments, proceedings, causes of action, for injury to or death of any individual, or damage to or destruction of any property caused by the condition of or in connection with accidents in the Common Area or relating to the Association Responsibility Elements out of the performance of any of the obligations set forth in this Declaration, except to the extent caused by the negligent or willful act or omission of the indemnified parties hereto.

SECTION IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

A. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall be indivisible from ownership of any Lot that is subject to assessment hereunder and thereby may not be separated from ownership. When more than one person holds an interest in any Lot, all such persons shall be Members.

B. Voting. There shall be appurtenant to each Lot one vote in the Association. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall the vote be split with respect to any such Lot. In the event that the owners of a Lot fail to determine how to cast any vote, no vote shall be cast for such Lot.

C. Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for a period during which any assessment against said Member's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Declaration and/or the Association.

D. Declarant as Sole Voting Member. Notwithstanding any other provision of this Declaration, during the Control Period, Declarant shall be the sole voting Member of the Association unless Declarant waives, in writing, its right to be the sole voting Member. Declarant shall have the right to elect all Directors and to cast all votes as it deems appropriate. Each Owner, by acceptance of a deed, shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

E. Board of Directors. During the Control Period, Declarant shall have the right to name all members of the Board of Directors or it may elect to act as the Board of Directors in the place of the Directors. Thereafter, the Members of the Association entitled to vote shall elect the Board of Directors of the Association as prescribed by the Association's Bylaws. In addition to

any right, power or privilege authorized hereinafter, the Board of Directors shall manage the affairs of the Association.

F. Notice of Meetings of Members. Unless the Articles of Incorporation or the Bylaws otherwise provide, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered no less than five (5) days no more than fifty (50) days in advance of the meeting, either personally or by mail, by or at the direction of the President or Secretary, or the officer or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States Mail addressed to the Member at such Member's address as it appears on the records of the Association with postage thereon prepaid. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all votes of the membership 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 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

SECTION V. COVENANT FOR MAINTENANCE ASSESSMENTS

A. Creation of 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 agrees to pay to the Association the assessments as provided in this Declaration including (1) a general assessment or charge; and (2) special assessments to be established and collected as hereinafter provided for such expenses incurred including, but not limited to capital improvements, operating deficits and other special assessments as provided in this Declaration. The general assessments and special assessments, together with late fees, interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessments is made senior to all liens except a first mortgage of record, municipal utilities, and any ad valorem taxes. Each such assessment, together with late fees, interest, costs and reasonable attorney's fees, shall also be the joint and several personal obligations of each person who was the Owner of a Lot situated within the Property at the time when the assessment became due.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to carry out the general duties and powers of the Association and to promote the health, safety and welfare of the residents in Stonewood as set forth in this Declaration including, but not limited to, maintenance obligations of the Association as provided in this Declaration, payment of insurance premiums, real estate taxes and special assessments associated with the Common Area, fees and costs payable to a professional management firm, an accounting firm and an attorney in connection with the operation of the Association as well as the defense or prosecution of any legal action, and for other purposes specifically provided herein. The assessments shall include

repayment of sums advanced by Declarant on behalf of the Association. All costs and expenses associated with the foregoing shall be allocated among all Lots as part of the general assessment.

C. Maximum General Assessment. The Board of Directors shall establish on an annual basis the maximum general assessment to be levied against each Lot, which assessment shall include a pro rata portion of the amount of real estate taxes, special assessments and insurance premiums payable by the Association. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual general assessment shall be \$200.00 per Lot. The Board of Directors shall fix any increase or decrease in the amount of the general assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the general assessment, special assessment and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner of a Lot subject thereto.

D. Reserve Fund. A portion of such general assessment may be set aside or otherwise allocated in a reserve fund for the purposes set forth hereunder including, but not limited to, providing repair, replacement, removal and demolition of the maintenance obligations of the Association as provided in this Declaration. In addition, the general assessment shall include repayment of sums advanced by the Declarant on behalf of the Association. Notwithstanding the foregoing, Declarant may use any reserve funds, if established, to defray operating costs as it deems appropriate.

E. Special Assessments for Capital Improvements and Operating Deficits. In addition to the general assessments authorized herein, the Association may levy a special assessment for capital improvements or for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, removal, demolition or maintenance obligations required by the Association as provided in this Declaration or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

F. Date of Commencement of Assessments. The general assessment shall commence as to each respective Lot on the first day of the month following the conveyance by the Declarant of a Lot, and shall be adjusted according to the number of months remaining in the calendar year and thereby the prorated amount must be paid to the Association prior to or at the closing of sale or transfer of any Lot.

G. Uniformity of Assessments; Due Dates. Assessments must be fixed at a uniform rate for all Lots and shall be collected by the Association, in advance. The Board of Directors of the Association shall establish the due dates for all assessments, and the general assessments may be collected in equal annual, semi-annual, quarterly, or monthly installments as the discretion of the Board of Directors. Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided, unless the assessment by its own terms provides for payment in monthly, quarterly or semi-annual installments, in which case each such payment shall be due as stated in such notice. All payments shall be made on or before the due date. The Board

of Directors shall fix any increase or decrease in the amount of the general assessment at least thirty (30) days in advance of the effective date of such increase.

H. Declarant Exempt from Assessments. Declarant shall be exempt from and shall not be liable for general or special assessments upon Lots owned by it that do not have a completed dwelling constructed thereon. Declarant is not responsible for the establishment of a budget as long as Declarant is the sole voting member of the Association. The Association and Declarant are not required to submit statements for assessments to any Owner.

I. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or by abandonment of the Owner's Lot.

J. Subordination of the Lien to Mortgage. If any Lot subject to a lien created by this Declaration shall be subject to the lien of a first mortgage of record: (a) the foreclosure of any lien created by this Declaration shall not operate to affect or impair the lien of such mortgage; and (b) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of foreclosure by the mortgagee, shall not operate to affect or impair the lien except the liens for assessments, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of the 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. Such assessments shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free the lien of such assessments. All such assessments shall be deemed to be an expense of the Association, and the Association shall have the right to collect said sums from the defaulting Owner personally. The failure of an Owner to pay assessments as provided herein shall not constitute a default under a mortgage insured by Federal Mortgage Agencies.

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

SECTION VI GENERAL PROVISIONS

A. Penalties. In addition to the remedies described immediately below or elsewhere in this Declaration, the Declarant is hereby authorized to levy against any Lot in violation of this Declaration an assessment penalty no to exceed One Hundred Dollars and NO/100 (\$100.00) for each day a violation of this Declaration continues beyond thirty (30) days after a notice of violation

has been given by the Declarant to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing or by personal service. In the event the Owner of the Lot cannot be located after a diligent search or inquiry, the Declarant shall public notice of the violation for two (2) successive weeks in a newspaper of general circulation in Dallas County, Iowa. If the Owner has not fully complied with the terms of this Declaration within thirty (30) days after receiving notice, or thirty (30) days after the second publication of notice, the Declarant shall have the authority to levy and assessment penalty as described herein. This assessment penalty shall be a lien on the Lot and shall have the same status as any other assessment levied by the Declarant. Any Lot Owner objecting to the notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Declarant. Assessment of the penalty shall be stayed pending a hearing and final decision by the Declarant.

B. Specific Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the Owners and all parties claiming under them, and the City (if it so elects by approval of its City Council) shall have the right to specifically enforce the covenants, conditions, and restrictions contained herein. All Owners of a Lot covenant and agree, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and thereby this Declaration may be specifically enforced as provided for herein.

C. Attorney Fees. In the event it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration, shall be the obligation of the Owner of the Lot which is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration.

D. Declaration Binding and Running with the Land. Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant, the Association, the Owners of each Lot, the Owners of the Property and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

E. Association in Full Force and Effect. Termination of one or more of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall not operate in any way to terminate the Association and said Association and all functions and duties pertaining thereto shall remain in full force and effect pursuant to the Declaration creating the Association.

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

G. Rights of Governing Entity: City. The Property shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plats for the Property, or by this Declaration or by law. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on City-owned property within Stonewood. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.

H. Limitation of Liability. Declarant shall not be liable to any Owner for losses, damages or repairs relating to any sidewalk, driveway, curb, stoop, patio or other concrete improvement located within the Property, including (but not limited to) cracking or chipping that may occur due to weather conditions.

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

J. Assignment of Declarant's Rights. Declarant shall have the right to assign all of its rights and obligations as Declarant under this Declaration to any person, corporation or entity. The assignee of any such assignment shall be responsible for Declarant's duties and obligations under this Declaration. Declarant shall make such assignment by written instrument recorded in the Office of the Recorder of Dallas County, Iowa.

K. Disclaimer. Declarant may at any time by written instrument filed with the County Recorder, disclaim their rights and powers hereunder and thereafter it shall have no rights or responsibilities hereunder. Declarant shall have no liability in or for damages of any sort to any Owner, or any lessee or occupant of any Lot, or otherwise to any person for any exercise or failure to exercise any right (or duty or obligation, if any) of Declarant hereunder, for the making of an amendment or modification hereto by Declarant for the granting of approval or withholding of approval required or permitted under the terms of this Declaration or in any other manner arising therefrom.

L. Termination of Declarant's Rights. At the end of the Control Period, all rights, privileges, duties, obligations, responsibilities, reservations and authority granted or reserved to Declarant under this Declaration, the Articles, and the Bylaws shall automatically terminate. Upon such termination, Declarant shall have no further rights and obligations in connection with this Declaration, the Association, the Owners and the Property.

M. Amendment of Declaration. This Declaration may be amended or changed from time to time by an instrument recorded in the Office of the Recorder of Dallas County, Iowa, signed or approved by an affirmative vote of not less than two-thirds (2/3) of the then Owners if the Control Period has expired; provided, however, none of the rights or duties of the Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Notwithstanding the foregoing, this

Declaration may be amended by Declarant without approval by the other Owners, the Association or any other person during the Control Period. Such amendments or modifications shall be effective on the date the Amended Declaration has been filed with the County.

N. Enforcement and Waiver. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared, for any reason, to be null and void by a court of competent jurisdiction, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

O. Duration; Enforcement of Declaration. All covenants, conditions, restrictions, and reservations created by this Declaration shall run with the land and shall be binding upon all parties claiming under them, regardless of how title was acquired, for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first (21) anniversary of the filing of the last verified claim. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the provisions hereof, but the same shall remain in full force and effect. The Declarant, the Association and/or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration and enjoin its violation, mandate their compliance or to recover damages for the breach thereof or for any other remedy or combination of remedies recognized at law or in equity. The easements granted herein, and any other provision of this Declaration to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for the payment of costs associated therewith, shall be perpetual in nature and shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration.

P. Severability. In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

Q. Captions. The captions of the articles, sections and any paragraphs of this Declaration, or the lack thereof, are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

SECTION VII. ANNEXATION AND REMOVAL OF LAND

A. Conveyance of Additional Common Area and Additional Responsibility Elements. Declarant shall have the right at any time to convey additional Common Area to the Association or to add additional Association Responsibility Elements. Nothing in this Section, however, shall

be deemed to be an obligation on the part of Declarant to convey additional Common Area to the Association in the future. The Association shall be obligated to accept any additional Common Area so conveyed by Declarant and to hold and maintain the additional Common Area pursuant to the terms of this Declaration.

B. Subjecting Additional Land to Declaration. Declarant shall have the irrevocable right to subject the Additional Land to the terms of this Declaration at any time in the future without consent of the Association including, but not limited to the Benefitted Property. The Additional Land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the Additional Land shall be automatically subject to the applicable terms and conditions of this Declaration and owners of lots within the Additional Land shall automatically become Members of the Association in the same manner as described in this Declaration and shall be subject to the same applicable terms, conditions, duties and assessments as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the County Recorder. No approval of the Association or any other person shall be necessary.

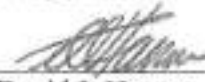
C. Removing Land from Operation of Declaration. Declarant shall have the right now and in the future to remove any portion of the Property or the Common Area from the operation of this Declaration. Declarant shall signify this removal by filing an amendment to this Declaration with the County Recorder. No approval of the Association or any other person shall be necessary to effectuate the removal of the land.

[Signature Page Follows]

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


DECLARANT:

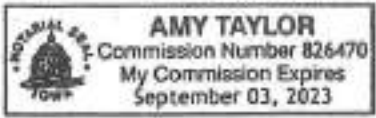
STONEWOOD, INC.,
an Iowa corporation

By: 
Name: David I. Hansen
Title: President

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 20 day of December, 2022, this record was acknowledged before me by David I. Hansen, as President of Stonewood, Inc., an Iowa corporation, on behalf of whom this record was executed.


Notary Public in and for the State of Iowa



PRIVATE CONSERVATION EASEMENT

(Recorder Cover Sheet)

Preparer Information: (name, address and phone number)

David L. Hansen, 4701 121st Street, Urbandale, Iowa 50323, Phone 515-221-9990

Taxpayer Information: (name and complete address)

Stonewood, Inc.

4701 121st Street

Urbandale, Iowa 50323

Return Document to: (name and complete address)

Stonewood, Inc.

c/o Signature Real Estate Services, Inc.

4701 121st Street

Urbandale, Iowa 50323

Grantors:

Stonewood, Inc.

Grantees:

Legal Description:

See Page 2 for the Legal Description of the Property.

Document or instrument number of previously recorded documents:

Not applicable.

PRIVATE CONSERVATION EASEMENT

THIS PRIVATE CONSERVATION EASEMENT is made this 20 day of December, 2022, by Stonewood, Inc., an Iowa corporation (hereinafter the "**Declarant**") as the owner and developer of Stonewood Plat 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa ("**Stonewood**") and, by the execution and recordation of this document, does hereby grant and convey a perpetual private conservation easement over, through and across the real estate described herein subject to the terms and conditions set forth below.

1. Grant of Private Conservation Easement(s).

Declarant, as the owner of the real estate described as Lots 1 – 40 in Stonewood Plat 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa (collectively the "**Property**") does hereby establish, grant, and convey, for the benefit of all Lot Owners in Stonewood Plat 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa, a permanent and perpetual private conservation easement (the "**Conservation Easement**" or sometimes referred to as the "**Easement**") for the conservation and preservation of the existing trees and natural vegetation over, across, under and through that portion of the real estate situated in Stonewood and legally described in Exhibit A and depicted in Exhibit B, each attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Easement Area**"). Declarant hereby grants and conveys the Easement and the rights of enforcement provided for herein to the Stonewood Storm Water Maintenance Association, Inc., a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa (the "**Maintenance Association**") as created and established under the Declaration of Covenants, Conditions, Restrictions and Maintenance Association for Stonewood to be recorded concurrently herewith, as such rights may from time to time be delegated as deemed advisable or necessary by the Maintenance Association.

2. Purpose and Use of Easement Area(s) and Restrictions.

This Conservation Easement is being established, granted, and conveyed by Declarant with the intent and purpose of maintaining the existing trees and natural vegetation situated in and extending through the Easement Area in Stonewood so as to preserve the Easement Area in its natural state and to provide desirable open space in a fashion which will benefit all Lot Owners in Stonewood and the surrounding neighborhood areas. The Private Conservation Easement, and the use in connection therewith, shall be subject to the following terms and conditions:

A. No Owner shall remove, knock down or cut living overstory trees in the Easement Area having a trunk greater than six inches (6") in diameter or more measured twelve inches (12") above natural grade, understory trees having a trunk greater than three inches (3") in diameter or more measured twelve inches (12") above natural grade, or shrubs having a mature height of four feet (4') or more, that are located within the Easement Area.

B. Trees in excess of six inches (6") in diameter or more measured twelve inches (12") above natural grade, understory trees having a trunk greater than three inches (3") in diameter or more measured twelve inches (12") above natural grade may be removed only if (i) the trees or plants present a danger or a nuisance to the Lot Owner, other Owners in Stonewood or the general public and if such danger cannot be eliminated by pruning less than twenty-five percent (25%) of the branches, limbs or trunk; (ii) the trees or plants are diseased, damaged or dead; or (iii) the trees or plants are considered toxic, noxious, or a nuisance including, but not limited to species such as Siberian elm, poison ivy, multi-floral rose, and similar species generally considered to be toxic, noxious or a nuisance.

C. Trees which are less than six inches (6") in diameter as measured twelve inches (12") above natural grade, understory trees having a trunk greater than three inches (3") in diameter as measured twelve inches (12") above natural grade, saplings and underbrush may be removed by the Owner provided that such removal is being done with the intent and in an effort which promotes the overall health and vitality of the existing trees, plants and natural vegetation located within the Easement Area.

D. No change shall be made in the grade, elevation or contour of any part of the Easement Area nor shall improvements be constructed thereon unless necessary to protect the trees, shrubs or plants from erosion or other environmental damage, detrimental intrusions, or other adverse impacts, natural or man-made, and then in such case only upon obtaining the prior written consent of the Declarant or the Association of Stonewood, as applicable.

E. No buildings, structures, or fences of any kind whatsoever shall be erected or allowed within the Easement Area nor shall any drive, parking area or paving of any kind be constructed within the Easement Area. Storage shall not be permitted on or within the Easement Area including, but not limited to the storage of equipment, vehicles, firewood, or other items of any nature. In addition thereto, tree houses, playground equipment or children's playhouses or similar items shall not be permitted on or within the Easement Area.

3. Maintenance of Easement Area.

Each Owner shall keep and preserve that portion of the Easement Area located on their Lot in good repair and condition at all times, shall take reasonable measures to maintain all said trees, plants and shrubs located within the Easement Area in good health in accordance with and subject to the following terms and conditions:

A. Owner(s) shall promptly remove dead and/or diseased trees, plants, and shrubs within the Easement Area and shall remove all trash, debris and other unnatural articles from the Easement Area.

B. Any Owner(s) who desires to remove or cut down any tree within the Easement Area on a Lot which is not otherwise specifically permitted herein must obtain

the prior written permission and consent from the Declarant (or the Association of Stonewood, as applicable) after submission of an acceptable tree removal plan, including a plan for tree replacement.

C. No Owner shall cause any overstory trees, understory trees, plants or shrubs to die or otherwise be damaged through application of herbicides or other chemicals, compaction of the earth, grading or modification of water flow or other environmental conditions within the Easement Area, cutting, installing paving or other materials that could damage or smother root systems, or any other act that could reasonably be detrimental to overstory trees, understory trees, plants and shrubs located within the Easement Area.

D. No Owner shall prune or otherwise alter the natural form of any overstory trees, understory trees, plants or shrubs without the prior written consent of the Declarant or the prior written consent of the Association of Stonewood, as applicable, which consent shall not be unreasonably withheld, and in the event consent is provided, tree pruning shall only be allowed provided that not more than twenty five percent (25%) of any living branches or limbs are removed.

E. No Owner shall install an irrigation system within Easement Area. Owners are hereby advised that installation of irrigation systems and the use of irrigation may compromise the integrity of the tree cover and natural landscape and may result in unintended damage to the existing tree cover, plants and other natural vegetation existing within the Easement Area.

F. No Owner shall dig, trench, or tunnel within the Easement, nor grant easements or otherwise authorize underground infrastructure that may be detrimental to the root systems of trees, plants or shrubs except with respect to easements for utilities granted by the Declarant as part of the Plat of Stonewood and except as otherwise permitted by Declarant or the Association of Stonewood, as applicable.

G. No land disturbing activity or burning may take place unless it is part of a comprehensive improvement or maintenance planned and developed by a professional landscape architect or engineer and then only as permitted by municipal ordinances.

4. Easement Runs with Land; Enforcement.

The terms and conditions of this Conservation Easement shall be deemed to run with the land as described herein and shall be binding on all Owners of Lots and Outlots in the plat of Stonewood, as well as their heirs, successors in interest, assigns and grantees. The terms and conditions of this Conservation Easement may be enforced by the Maintenance Association through the penalty and enforcement provisions set forth in the Declaration of Covenants, Conditions, Restrictions and Maintenance Association for Stonewood or by the Association under the Declaration of Residential Covenants, Conditions, Easements and Restrictions, as each are recorded concurrently herewith, and may also be enforced by any Lot Owner within Stonewood through any legal recourse or remedy available under the laws of the State of Iowa.

5. Right of Access.

Declarant and authorized representatives of the Maintenance Association for Stonewood and/or the Association shall have a right of access for ingress and egress over that portion of the Easement Area as may be reasonably necessary to enforce the provisions of this Conservation Easement including, but not limited to the right to remove any unauthorized obstructions or structures placed or erected in the Easement Area and the right to inspect the trees, plants and shrubs with the Easement Area periodically, following notice to the Owner, to protect the public health, safety and general welfare and ensure the intent of this Conservation Easement is satisfied.

6. Easement Benefit.

This Easement shall be for the benefit of the Association and the owners of the Property abutting the Easement Area including, but not limited to, future owners, lessees or occupants.

7. Easement Runs with Land.

This Easement, including the benefits and burdens, shall be deemed to run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, assessors and assigns. This Conservation Easement and the easements, rights, obligations and liabilities create hereby shall be perpetual to the extent permitted by the law.

8. Minor Amendments.

So long as Declarant still owns any Lot in Stonewood, it shall have the right to make minor amendments to this Conservation Easement in order to correct any technical errors or legal description errors or to make minor changes required by development or construction considerations not known or contemplated at the time this Conservation Easement was executed. The amendment shall be effective upon filing with the Recorder of Dallas County, Iowa and no consent of any Lot or Outlot Owner or other person shall be required.

9. Words and Phrases; Paragraph Headings .

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. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this Conservation Easement.

10. Jurisdiction and Venue.

The Declarant and Lots Owner(s) agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Conservation Easement and said parties shall consent to the jurisdiction of Dallas County, Iowa.

11. Declarant's Representations.

Declarant does hereby covenant that Declarant hold the real property described in this Easement by title in fee simple, that Declarant has good and lawful authority to convey this Easement; and that Declarant covenants to warrant and defend the Easement Area against the Claims of all persons whosoever.

Dated this 20 day of December, 2022

Stonewood, Inc.,
an Iowa corporation

By: *David I. Hansen*
Name: David I. Hansen
Title: President

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 20 day of December, 2022, this record was acknowledged before me by David I. Hansen, as President of Stonewood, Inc., an Iowa corporation, on behalf of whom this record was executed.

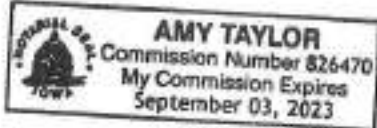
 *Amy Taylor*
Notary Public in and for the State of Iowa

EXHIBIT A
(Easement Area)

A PRIVATE CONSERVATION EASEMENT IN LOTS 2, 3, 6-15, 19, 22-32 AND 36-40, STONEWOOD PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID LOT 2, SAID SE CORNER BEING ON THE NORTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD AS IT IS PRESENTLY ESTABLISHED; THENCE S70°06'46"W, 113.74 FEET ALONG THE SOUTH LINE OF SAID LOT 2, SAID SOUTH LINE COINCIDES WITH SAID NORTH RIGHT-OF-WAY LINE TO THE SE CORNER OF LOT 1 OF SAID STONEWOOD PLAT 1; THENCE N70°15'47"W, 101.92 FEET ALONG THE SOUTH LINE OF SAID LOT 2, SAID SOUTH LINE COINCIDES WITH THE NORTH LINE OF SAID LOT 1. TO A POINT; THENCE N70°06'46"E, 96.25 FEET TO A POINT; THENCE N04°36'51"W, 288.19 FEET TO A POINT; THENCE N36°16'30"W, 75.89 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3; THENCE N82°30'13"E, 39.93 FEET ALONG SAID NORTH LINE OF LOT 2 TO THE NE CORNER OF SAID LOT 3, SAID NE CORNER OF LOT 3 COINCIDES WITH THE SE CORNER OF LOT 4 AND THE SOUTH CORNER OF LOT 5 AND THE WEST CORNER OF SAID LOT 6 ALL IN SAID STONEWOOD PLAT 1; THENCE N32°51'43"E, 37.46 FEET ALONG THE NORTH LINE OF SAID LOT 6 TO A POINT; THENCE S36°16'30"E, 122.73 FEET TO A POINT; THENCE S54°00'11"E, 89.89 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6, SAID EAST LINE COINCIDES WITH THE WEST LINE OF SAID LOT 7; THENCE N77°22'04"E, 279.62 FEET TO A POINT ON THE EAST LINE OF SAID LOT 7, SAID EAST LINE OF LOT 7 COINCIDES WITH THE WEST LINE OF SAID LOT 8; THENCE N09°58'31"E, 297.16 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8, SAID NORTH LINE OF LOT 8 COINCIDES WITH THE SOUTH LINE OF SAID LOT 9; THENCE N34°09'49"W, 627.31 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 12, SAID NORTH LINE OF LOT 12 COINCIDES WITH THE SOUTH LINE OF SAID LOT 13; THENCE N59°34'18"W, 276.69 FEET TO A POINT ON THE WEST LINE OF SAID LOT 13, SAID WEST LINE OF LOT 13 COINCIDES WITH THE EAST LINE OF SAID LOT 14; THENCE S51°10'16"W, 285.63 FEET TO A POINT ON THE SW LINE OF SAID LOT 14, SAID SW LINE OF LOT 14 COINCIDES WITH THE NORTH LINE OF SAID LOT 15; THENCE S07°38'47"E, 169.63 FEET TO THE NW CORNER OF LOT 16 OF SAID STONEWOOD PLAT 1; THENCE N81°01'27"W, 60.54 FEET ALONG THE SOUTH LINE OF SAID LOT 15, SAID SOUTH LINE OF LOT 15 COINCIDES WITH THE NORTH LINE OF LOT 18, TO A POINT; THENCE N67°09'34"W, 383.01 FEET ALONG SAID SOUTH LINE OF LOT 15 AND SAID NORTH LINE OF LOT 18 AND EXTENDING TO A POINT ON THE WEST LINE OF SAID LOT 19, SAID WEST LINE OF LOT 19 COINCIDES WITH THE EAST RIGHT-OF-WAY LINE OF GRAND PRAIRIE PARKWAY AS IT IS PRESENTLY ESTABLISHED; THENCE N00°32'37"E, 134.76 FEET ALONG SAID WEST LINE OF LOT 19 AND SAID EAST RIGHT-OF-WAY LINE OF GRAND PRAIRIE PARKWAY TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1917.50 FEET AND A CHORD BEARING N03°17'45"E, AN ARC LENGTH OF 184.21 FEET ALONG SAID WEST LINE OF LOT 19 AND SAID EAST RIGHT-OF-WAY LINE OF GRAND PRAIRIE PARKWAY TO THE NW CORNER OF SAID LOT 19, SAID NW CORNER OF LOT 19 COINCIDES WITH THE

SW CORNER OF SAID LOT 27; THENCE S88°35'28"E, 781.63 FEET ALONG THE NORTH LINE OF SAID LOTS 19, 14 AND 13 TO A POINT; THENCE S66°04'05"E, 159.81 FEET TO A POINT ON THE EAST LINE OF SAID LOT 13, SAID EAST LINE OF LOT 13 COINCIDES WITH THE WEST LINE OF KING'S LANDING PLAT 2, AN OFFICIAL PLAT RECORDED IN BOOK 2017, PAGE 22924 AT THE DALLAS COUNTY RECORDER'S OFFICE; THENCE S15°13'26"E, 35.14 FEET ALONG SAID EAST LINE OF LOT 13 AND SAID WEST LINE OF KING'S LANDING PLAT 2 TO A POINT; THENCE S48°11'58"E, 281.82 FEET ALONG THE EAST LINE OF SAID LOTS 11-13 AND THE WEST LINE OF SAID KING'S LANDING PLAT 2 TO THE SW CORNER OF SAID KING'S LANDING PLAT 2, SAID SW CORNER ALSO BEING THE NW CORNER OF KING'S GROVE TOWNHOMES PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 2019, PAGE 14348 AT THE DALLAS COUNTY RECORDER'S OFFICE; THENCE S25°26'06"E, 455.71 FEET ALONG THE EAST LINE OF SAID LOTS 9-11 AND THE WEST LINE OF SAID KING'S GROVE TOWNHOMES PLAT 1 TO THE SE CORNER OF SAID LOT 9; THENCE S06°28'55"E, 548.59 FEET ALONG THE EAST LINE OF SAID LOT 8 AND SAID WEST LINE OF KING'S GROVE TOWNHOMES PLAT 1 TO THE SE CORNER OF SAID LOT 8, SAID SE CORNER OF LOT 8 COINCIDES WITH THE SW CORNER OF SAID KING'S GROVE TOWNHOMES PLAT 1 AND IS ON SAID NORTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD; THENCE S72°28'11"W, 274.94 FEET ALONG THE SOUTH LINE OF SAID LOTS 7 & 8 AND SAID NORTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD, TO A POINT; THENCE S72°04'30"W, 200.45 FEET ALONG SAID SOUTH LINE OF LOT 7 AND SAID NORTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD, TO A POINT; THENCE N88°36'58"W, 109.00 FEET ALONG SAID SOUTH LINE OF LOT 7 AND SAID NORTH RIGHT-OF-WAY LINE OF BOONEVILLE ROAD TO THE POINT OF BEGINNING.

AND

THE EAST 50.00 FEET OF THE WEST 120.00 FEET OF SAID LOTS 22-26.

AND

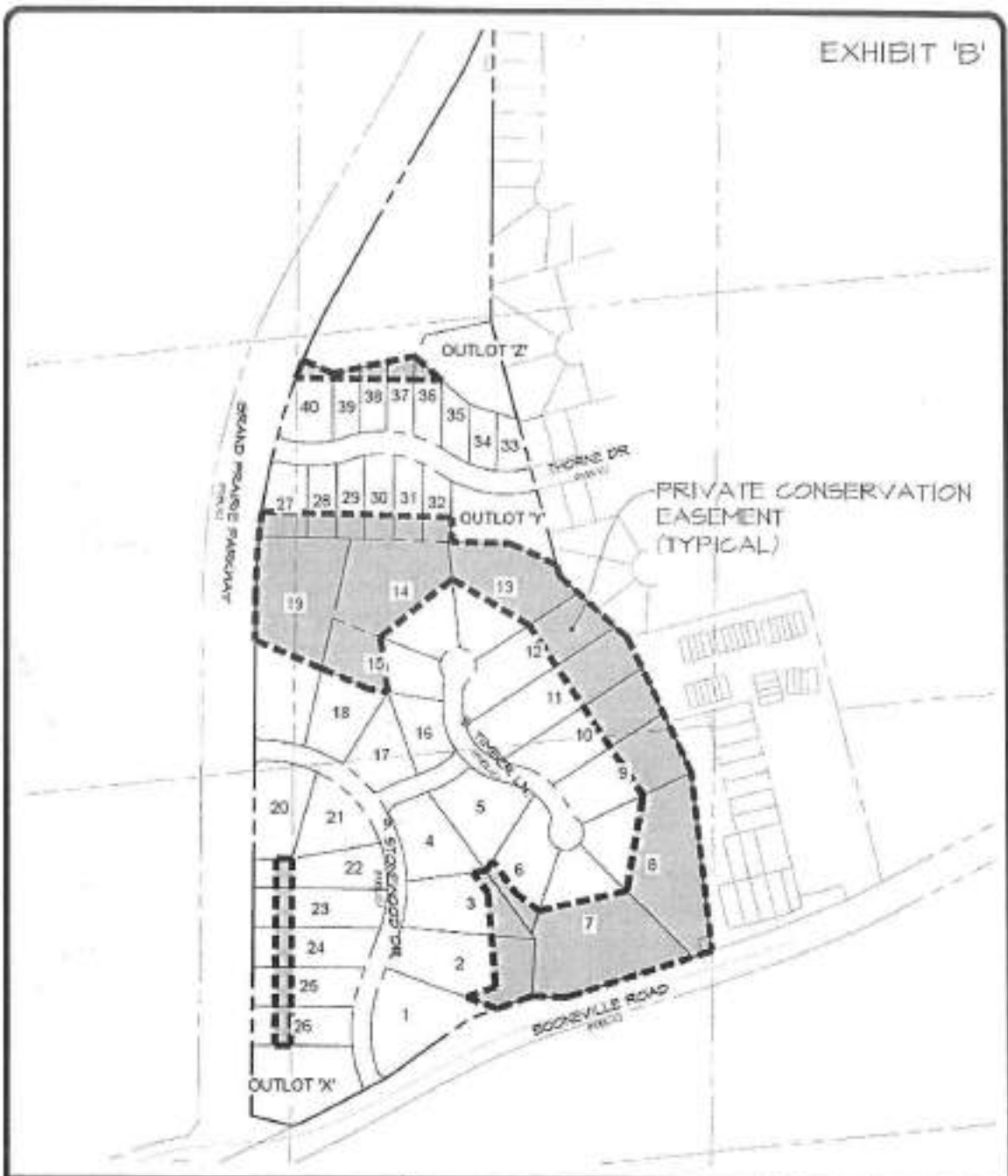
THE SOUTH 75.00 FEET OF LOTS 27-32

AND

BEGINNING AT THE NW CORNER OF SAID LOT 40, SAID NW CORNER BEING ON THE EAST RIGHT-OF-WAY LINE OF GRAND PRAIRIE PARKWAY AS IT IS PRESENTLY ESTABLISHED; THENCE S67°17'04"E, 101.70 FEET ALONG THE NORTH LINE OF SAID LOT 40, SAID NORTH LINE OF LOT 40 COINCIDES WITH THE SOUTH LINE OF OUTLOT 'W', TO THE NE CORNER OF SAID LOT 40, SAID NE CORNER OF LOT 40 COINCIDES WITH THE NW CORNER OF SAID LOT 39; THENCE N78°01'34"E, 261.27 FEET ALONG THE NORTH LINE OF SAID LOTS 37-39 AND THE SOUTH LINE OF SAID OUTLOT 'W', TO THE NE CORNER OF SAID LOT 37, SAID NE CORNER OF LOT 37 COINCIDES WITH THE NW CORNER SAID LOT 36 AND COINCIDES WITH THE WEST CORNER OF OUTLOT 'Z'; THENCE S48°49'44"E, 111.90 FEET ALONG THE NORTH LINE OF SAID LOT 36 TO THE NE CORNER OF SAID LOT 36; THENCE N89°22'14"W, 455.20 FEET TO

THE POINT ON SAID EAST RIGHT OF WAY LINE OF GRAND PRAIRIE PARKWAY;
THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF
1917.50 AND A CHORD BEARING N21°51'03"E, AN ARC LENGTH OF 57.89 FEET
ALONG SAID EAST RIGHT-OF-WAY LINE OF GRAND PRAIRIE PARKWAY TO THE
POINT OF BEGINNING AS GENERALLY DEPICTED ON SAID PLAT.

EXHIBIT B
(Depiction of Easement Area)



<p>CEC Civil Engineering Consultants, Inc.</p> <p>3404 86th Street, Unit 12, Des Moines, Iowa 50313 515.276.4884 • Fax: 515.276.7084 • mail@cecinc.com</p>	<p>SCALE: 1"=400'</p>	<p>NORTH</p>	<p>SHEET</p> <p align="center">1</p>
	<p>DATE: OCT. 25, 2022</p> <p>DESIGNED BY: AHP</p> <p>DRAWN BY: JAG</p>	<p>OF 1</p> <p>A-2042</p>	