PRELIMINARY – SUBJECT TO CHANGE UNTIL RECORDED

DECLARATION OF USE RESTRICTIONS, COVENANTS AND BUILDING SPECIFICATION

Recorder's Cover Sheet

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GRANTORS: High Point Group, LLC

LEGAL DESCRIPTION: **See page 2**

DECLARATION OF USE RESTRICTIONS, COVENANTS AND BUILDING SPECIFICATIONS APPLICABLE TO FOREST PLACE, WEST DES MOINES, DALLAS COUNTY, IOWA

This Declaration is made this ___ day of _____, 2024 by High Point Group, LLC, an Iowa Limited Liability Company,

WITNESETH:

WHEREAS, High Point Group, LLC is the owner of the following property in the City of West Des Moines (the "City"), Dallas County (the "County"), Iowa:

> Lots 1 through 101 in Forest Place, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa (hereinafter referred to as "Lots", or individually as a "Lot").

WHEREAS, Declarant desires to develop the Property as a planned community and to establish certain Use Restrictions, Covenants and Building Specifications for the benefit of Owners of single-family Lots within the Property;

NOW, THEREFORE, Declarant, by the execution and recording of this document, hereby declares that the Property shall be held, occupied, sold and conveyed subject to the covenants, conditions, provisions and restrictions set forth herein.

ARTICLE I
Definitions

A. "Declarant" shall mean High Point Group, LLC or its designated assigns and its successors and assigns.

B. "Lot Owner" or "Owner" shall mean each person or entity who is a recorded Owner of a fee or undivided fee interest in any Lot located within the Property; provided, however, that in the event of the recording of a contract for the sale of a Lot, the contract purchaser shall be deemed the Lot Owner; and provided further that in the event a fee interest of record in hold merely for the security of the performance of an obligation, then the obligor in possession shall be deemed the Lot Owner.

C. "Association" shall mean Forest Place Homeowners Association, its successors and assigns.

D. "Property" shall mean Forest Place, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa.

E. "Landscape Buffer" shall mean the area located on the Property shown and depicted as 'Landscape Buffer' on the Final Plat.

F. "Monument Sign Easement" shall mean the areas located on the Property shown and depicted as 'Sign Easement' on the Final Plat.

G. "Common Area Lot" shall mean Outlot Z in Forest Place, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa,

H. "Detention Easement Areas" shall mean the areas located on the Property shown and depicted as 'Detention Easement' on the Final Plat.

I. "Storm Water Detention Facility" shall mean the storm water retention basins and outlet control structures contained within the Common Area Lot and Detention Easement Areas.

J. "Assessment" shall mean an assessment for those costs which are necessary for ordinary and continuing maintenance of the Common Area Lot, Detention Easement Areas, Storm Water Detention Facility, the Landscape Buffer adjacent to Stagecoach Drive and entrance signage located on the Property, and the obligations of the Association as set out in in this Declaration.

ARTICLE II
General Use Restrictions and Building Specifications

All Lots shall be held, occupied, sold and conveyed subject to the following general Use Restrictions and Building Specifications, as well as those covenants, conditions, provisions and restrictions set forth elsewhere in this Declaration:

A. Single-family Residence. The use of all Lots shall be limited to single-family residential use and shall be developed with not more than one single-family dwelling each and may be developed only with such other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No full-time or part-time business activity may be conducted on any Lot or in any building or structure constructed or maintained on any Lot, except to the extent of a home occupation permitted by the City Zoning Ordinance, and except that home builders may maintain model homes during construction; and Declarant may maintain a sales office during its development and sales of the Lots.

Construction of all homes built on Lots must be completed within eighteen (18) months from the date of closing on the sale of the Lot from Declarant.

B. Architectural Standards, Design and Construction.

1. Character. The architectural character of any structure shall be in harmony with, and compatible with, other structures in adjoining properties or within the Property.

2. Development Approval of Declarant. Owners or builders must provide Declarant, prior to construction, architectural plans showing elevations from all compass directions, roof pitch, floor plans, square footage of each floor, list of materials and colors for all exterior construction, decking materials and landscaping plans.
Owners and builders acknowledge that such plans must be submitted to and approved by Declarant, in writing, prior to commencement of any construction activities. The Declarant retains at its sole discretion the right to waive, relax, rescind or otherwise not enforce these covenants, conditions, provisions and restrictions. Any such action by the Declarant shall not be deemed as an entire waiver of any covenant, condition, provision or restriction set forth herein applying to a specific Lot or any other Lot.

EACH OWNER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD THE DECLARANT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND ATTORNEY AND CONSULTANT FEES CAUSED BY, OR IN ANY MANNER RELATED TO, DECLARANT'S APPROVAL OF PLANS OR DECISION TO WAIVE, RELAX, RESCIND OR OTHERWISE NOT TO ENFORCE THESE COVENANTS, CONDITIONS, PROVISIONS AND RESTRICTIONS IN RELATION TO THE OWNER'S LOT.

3. Exterior Foundations. Exposed foundations on the front of the home must be veneered in stone, brick or stucco. Exposed foundations on the sides and rear of the home must be painted to match exterior wall finishes or be of stone, brick or stucco material. Stone or brick features must be extended underneath front stoops.

4. Siding. All homes shall be constructed with James Hardi Plank, LP Smart Side siding, or a similar siding product that allows for customization of color, texture and material. The use of brick, stone elements, embellished trim and other similar architectural details is encouraged. Siding material variations on the elevation for accent purposes are encouraged, but the overall character and predominant siding must be consistent on all

elevations of the structure. Siding shall not have a reveal of greater than eight inches (8") without prior written approval of Declarant. Exterior colors must be submitted to and approved by Declarant, in writing, prior to commencement of any construction activities. Exterior colors shall be earth tones (such as brown, tan and gray), white, off-white, or other soft, muted tones. For purposes of this Declaration, blue, red, yellow and green are not considered earth tones but may be allowed with written approval from Declarant. No vinyl siding or bright colors of any kind are permitted. Exterior materials may be pre-finished.

5. Masonry. Brick, stone elements, embellished trim and other like kind architectural masonry products are encouraged to add differentiating features to each house. A minimum of forty percent (40%) of the front elevation/façade (exclusive of doors and windows) of the dwelling on each Lot shall be covered with stone veneer, stucco, or other similar masonry materials unless otherwise approved by Declarant during its review and approval of architectural plans prior to construction.

6. Roof Materials. The roof of each residence shall have a pitch consistent with the architectural style of the home being constructed. Roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade, minimum twenty-five (25) year warranty. Shingle colors shall be muted earth tones or black and be compatible with and complimentary to the exterior materials and colors. White and white blend roof shingles are not acceptable. All flashing and vents shall closely match or blend with the surrounding roof area. All vents and other roof penetrations should be located on the rear elevation wherever possible. Gutters should be part of the fascia detailing. Gutters and downspouts shall closely match the colors of the surfaces to which they are attached.

7. Garages. All residences shall have a minimum three (3) car attached garage. A tandem-style garage shall not be considered an acceptable alternative to meeting the three-car, attached garage requirement. If a four (4) car garage is constructed, half of the garage must be a sideload garage unless otherwise approved by Declarant in writing. Each residence shall provide off-street parking for a minimum of two cars on a paved driveway surface.

8. Minimum House Sizes. All single-family homes shall contain a minimum square footage of living space exclusive of attached garages, breezeways, porches, and finished basement areas as follows:

Lots 1 through 101:

a. One-story dwellings must have a finished floor area of at least one thousand six hundred (1,600) square feet above grade.

b. One and one-half story dwellings must have a combined finished floor area of at least two thousand (2,000) square feet above grade.

c. Two-story dwellings must have a combined finished floor area of at least two thousand two hundred (2,200) square feet above grade.

9. Decks and Porches. Decks attached to the house should be built from materials similar to those used on the house. Unpainted natural wood decks, though appropriate for rear yard spaces, are not acceptable as front entry porches. Deck posts shall be wrapped with cement board, cedar, stone or brick. Entry porches should be designed as integral, yet dominant features that invite entrance to the dwelling. Columns supporting porch roofs should be massive in scale and larger than six inches by six inches (6" x 6")) unless approved by Declarant in writing. Built up box columns or tapered round columns are encouraged. Handrails shall match the architectural style of the home. Wood spindles on rear decks and wood steps to front entry porches are not permitted without the Declarants approval.

10. Building Elevation and Drainage Standards. The finish grades for houses constructed on each Lot shall be established to permit positive drainage away from such house. Upon completion of construction of a house on a Lot, finish grades of that Lot shall be graded back to the original, engineered design-built grades of the Final Plat, established by the engineer of construction drawings and as-built grading plans approved by the City.

11. Landscaping. Within thirty (30) days of completion of the dwelling on a Lot, the Lot Owner shall fully sod the Lot, except where the topography, conservancy districts, creek slopes or tree cover does not make sodding practical, and thereafter mow and maintain it in accordance with this Declaration. If weather conditions make the time requirement for sodding impossible to comply with, Declarant shall establish a reasonable period of time for compliance.

The Declarant has agreed to install landscaping and plantings within the designated Landscape Buffer on the Property adjacent to Stagecoach Drive in accordance with the planting plan approved by the City. The Owner of a Lot shall be responsible for the ongoing maintenance, repair and replacement of all such landscaping and plantings located on their Lot in substantial compliance with the planting plan approved by the City, any associated irrigation and lighting, and shall mow and maintain the groundcover, including but not limited to removing all weeds, within the Landscape Buffer located on their Lot.

Additionally, the Association shall be responsible for the ongoing maintenance, repair and replacement of the monument signs within the Monument Sign Easements on the Property and associated landscaping, plantings, irrigation and lighting within the Monument Sign Easements, and the Association shall have the right to assess each Owner's Lot for the costs of such maintenance, repair and replacement. Notwithstanding the foregoing, the Owner of a Lot shall be responsible for mowing and maintaining the ground cover within the Monument Sign Easement located on their Lot, including but not limited to removing all weeds.

In the event that a Lot Owner does not satisfy the maintenance, repair, replacement or mowing obligations set forth herein, the Association shall have the right to complete the necessary maintenance, repair, replacement and mowing and assess that Owner's Lot for all costs related to such work, including the cost of collecting said assessment.

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 to access the Landscape Buffer and Monument Sign Easements for the purpose of mowing, maintenance, repair and replacement as set forth herein.

All such assessments shall constitute an automatic lien on the Lot.

12. Fences and Hedges. No fences, walls, hedges or barriers shall be permitted upon Lots or adjoining property lines except as follows:

a. Walls, fences, or hedges along rear property lines and side property lines shall not exceed six feet (6') in height.

b. All fences shall be black in color and shall be constructed of wrought iron. Other fencing materials, such as metal or vinyl, shall be allowed so long as the fence closely mirrors the appearance and design of wrought iron fencing. Wood fences and/or other wood materials or like products shall not be allowed. Privacy fences, and other fencing materials which limit or detract from the view corridors of adjoining and adjacent lots, shall not be allowed.

c. The fence material shall be mounted on the exterior face of the fence posts or framing. No fences shall be built forward of the centerline of the house built on a Lot. All fences shall be kept in good repair and attractive appearance.

d. Notwithstanding anything in this Declaration to the contrary, no Lot Owner shall have the right to erect a fence within or across any easement area shown upon the Final Plat(s) of the Property 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. If a drainage tile line or other utility is damaged as a result of construction or other work on a Lot, the Owner of that Lot shall repair or replace the damaged item. In the event that a Lot Owner does not comply with this section, the

Declarant, Association or the City shall have the right to complete the necessary repair or replacement and assess that Owner's Lot for all costs related to such work, including the cost of collecting said assessment. All such assessments shall constitute an automatic lien on the Lot.

e. No fences shall be allowed within the Landscape Buffer shown and depicted on the Final Plat. The entire rear line of all fences placed on Lots 81-85 shall be located on the southern boundary of the 30-foot Landscape Buffer located on those Lots, such that the rear lines of all such fences align with each other. No fences shall be allowed within the Detention Easement Areas shown and depicted on the Final Plat. The entire rear line of all fences placed on Lots 86-90 shall be located on the southern boundary of the Detention Easement Area located on those Lots. No fences shall be allowed within the Monument Sign Easements shown and depicted on the Final Plat. Fences placed adjacent to Stagecoach Drive on Lots 57 and 58 shall be located on the southern boundary of the 30-foot Monument Sign Easements located on those Lots.

C. Utility Meters. Utility meters shall be hidden architecturally or through the use of remote reading devices, if available.

D. Mailboxes. If required by the United States Postal Service or City ordinances, Declarant shall install "cluster-style" mailboxes to serve the Property substantially in accordance with the requirements of such ordinances, which mailboxes, upon installation, shall become the property of the United States Postal Service without any further deed or transaction. Thereafter, the United States Postal Service shall maintain, repair and replace the mailboxes.

E. Utilities. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells or septic systems shall be permitted on any Lot. No solar panels or similar devices shall be permitted on any Lot unless plans are submitted to and approved by Declarant, in writing, prior to commencement of any related construction activities.

F. Lighting. Security lighting for driveways, parking and other areas shall be designed, located and directed in a fashion which will avoid direct lighting onto adjoining Lots.

G. Driveways. All parking and driveway areas shall be hard surfaced, using a suitable thickness of Portland cement, or clay or concrete interlocking pavers installed in a manner suitable for vehicular traffic. All driveway approaches must be PCC.

Lot Owners shall implement a house or driveway design that allows and promotes drivers to orient for and to utilize a forward movement when entering onto S. 81st Street from a Lot. This can be accomplished with at least one side load garage entry or courtyard load garage entry or other method reviewed and approved by Declarant prior to construction. Lot 91 driveway shall access Edgewood Court only, with access to S. 81st Street being prohibited.

H. Sidewalks. Per City codes and regulation, PCC sidewalks are required along public streets. At the time a building is built upon a Lot, the Owner of the Lot shall be responsible for construction of the public sidewalk along each street frontage, according to City specifications. Declarant has no obligation to a Lot Owner or builder to install sidewalks. Declarant also adopts the specific language set forth in its purchase agreement as though fully set out herein regarding sidewalks. Lot Owners shall completely construct and install all sidewalks within eighteen (18) months from the date of closing on the sale of the Lot from Declarant. No exceptions to this rule shall be allowed unless granted by the Declarant in writing. If sidewalks have not been installed within the eighteen (18) month timeframe, the Declarant shall have the right to install the sidewalks and stabilize the Lot and such cost shall be immediately due from the Owner. If the Owner has not remitted payment within ten (10) days from the date they are invoiced, the Declarant shall have the right to place a lien on the Lot for the cost of the sidewalks plus attorney fees and all other incidental costs they may incur.

I. Garbage Cans and Equipment; Outside Storage; Holiday Displays. No trash receptacles, garbage cans or recycling bins shall be located upon a Lot unless hidden by an attractive screen of suitable height or unless sunken to ground level in a hole lined with permanent cribbing, except that garbage cans, trash sacks, recycling bins, yard refuse bags and other materials for collection by an authorized refuse collector may be placed at the pickup area designated by the City or its authorized refuse collection company on the day before collection and may remain until the evening of the day of the

scheduled collection of the same. Items such as compost containers, clotheslines, lawn or garden equipment, building materials, and other similar items shall be placed out of public view. Firewood shall not be stored on the front side of house. Stacked firewood in excess of 4' long by 3' high shall be stacked against the house or adequately screened from view and must be stacked in the rear yard. No material of any kind whatsoever may be stored in the front yard or side yard of a house (Except that garden hoses may be stored in a side yard adjacent to an outside faucet if neatly coiled or contained on a hose reel), and no material of any kind shall be stored in a rear yard unless appropriately covered or screened from view by neighbors. Only retractable clotheslines are permitted. Such clotheslines shall be located in the rear yard area and not visible from the street. All clotheslines shall be retracted when not in use. No clothing, rugs or other items shall be hung on or from any railing, landscaping or window. All repair of motorcycles, automobiles or other vehicles shall be done out of public view.

J. Tents and Trailers. No tent, trailer, boat, camper, snowmobiles, motorcycles, four or three wheelers, motorhome, or truck rated larger than 3/4 ton or other movable or temporary structure or enclosure shall be maintained or parked on any Lot or street within public view for more than a cumulative of twenty (20) days in any calendar year.

K. Temporary Structures; Mobile Homes. With the exception of temporary sales offices placed by Declarant or its agents, there shall be no occupancy of temporary structures or partially completed structures. No home or other building shall be moved onto any Lot from outside the Property. All homes constructed in this development shall be constructed on site; and no manufactured or modular housing or mobile homes shall be permitted at any time.

L. Swimming Pools. Below-ground swimming pools are allowed, subject to the area being fenced according to the fencing requirements in Article II, Section B Architectural Standards, Item 12 and any additional requirements as set forth by the City. No temporary or above-ground swimming pools are allowed. Hot tubs are allowed so long as they are skirted in wood or other material approved by Declarant in writing.

M. Satellite Dish. Satellite dishes or parabolic devices in excess of twenty inches (20") in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation 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 or on a pedestal placed in the front half of the Lot.

N. Outbuilding. Animal runs, animal houses, animal shelters, playhouses, pool houses, utility buildings, detached garages, storage sheds or other similar structures are not permitted on any Lot without prior written approval from Declarant. If approved, the exterior and the roof of any such structure shall be constructed of the same material, have the same color and appearance as the residential dwelling on the same Lot and it must be located only in the rear area of such Lot. All designs and locations must be approved by Declarant prior to construction. All such structures shall be in compliance with City codes and regulations.

O. Towers and Antennas. No extension tower or antennas of any kind shall be constructed or maintained on any Lot or on the exterior of the residence.

P. Noxious Activities, Livestock. No noxious or offensive activity, noise 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 animal, livestock, pigs (including potbellied pigs), snakes, reptiles or poultry of any kind shall be raised, bred or kept on a Lot, except that dogs, cats and other small commonly accepted domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes or sale to the public. No Owner may keep more than two (2) dogs and two (2) cats on a Lot at any time. All animals shall be tied, kept on a leash, fenced, confined by an underground electrical fence area whose perimeters are at least two feet (2') from all property lines, or kept in an animal run at all times.

Q. Maintenance of Lot. The Owner or person in possession of any Lot, whether vacant or improved, shall keep or cause to be kept the Lot, all buildings, fences and other structures and all landscaping located on their property in good repair, keep the Lot free of debris, and mow the Lot so that the grass or weeds do not exceed six inches (6") in height. Damaged or dead trees and shrubbery shall be trimmed out or removed. Following ten (10) days' prior written notice to the Owner or person in possession from the Association requesting mowing or cutting of such vegetation, trimming or removal of damaged trees or shrubbery, and/or removal of such debris, the Owner shall be subject to any

combination of remedies recognized at law, equity or by this Declaration.

R. Construction Clean Up, Maintenance and Destruction of Property. Lot Owners and their contractors shall keep construction sites clean. Daily clean-up of trash and debris is required. Lot Owners and their contractors shall also keep the streets free of debris and mud. The installation by the Lot Owner or builder of silt fences or equivalent erosion control is required on downhill property line(s) in addition to any other locations required by the DNR or City. Lot Owners are responsible for their contractors and subcontractors.

At closing the Lot Owner will be required to pay a deposit in the amount of One Thousand Dollars ($1,000) per lot for erosion control, debris removal and lot stabilization. This deposit will be refundable to the Lot Owner if the Declarant does not have to take any corrective measures prior to the lot being sodded and a Certificate of Occupancy being issued for the home.

Any construction or earth moving on any Lot(s) (whether greater than, equal to, or less than one acre in size) shall be in compliance with all statutes, rules and ordinances relating to storm water and erosion control compliance and permitting. Owners understand and agree that they are the sole responsible permittees for their respective Lot(s) with respect to compliance with all terms, provisions and requirements of the NPDES Storm Water Discharge Permit No. 2, the storm water pollution prevention plan which includes the Lot(s) and any and all applicable storm water and erosion control statutes, rules and ordinances.

Each Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and attorney and consultant fees caused by, or in any manner related to: 1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from their Lot(s); and 2) any alleged violation of any NPDES, storm water and erosion control statute, rule or ordinance, after the date of sale of the Lot(s) by the Declarant.

In the event any residence or other structure constructed on a Lot is damaged, either in whole or in part, by fire or other casualty, the Owner of said residence or other structure shall rebuild or remodel within one hundred eighty (180) days from date of damage or destruction to comply with this Declaration; or in the alternative, if the residence or other structure is not to be rebuilt, the Owner shall remove all remaining portions of the damaged structure, including the foundation and all debris, from the Lot within thirty (30) days of damage or destruction and shall restore the Lot to its natural condition existing prior to the construction of the residence or other structure, including stabilizing the Lot by fully seeding or sodding the Lot.

If a site is found to be in an unacceptable condition, the Lot Owner will be notified by phone and/or letter or email of violations. Lot Owners will have three (3) days to respond before the work is performed by others and the cost thereof assessed to the Lot Owner. Such cost shall be immediately due upon demand and shall bear interest at the rate of twelve per cent (12%) per annum until paid in full. Such cost, and the accrued unpaid interest thereon, shall become a lien upon said Lot upon the filing of an affidavit in the office of the Recorder for the County setting forth the notice, the failure of the Lot Owner to cure such default, the work performed by or on behalf of the person other than the Lot Owner and the cost thereof.

S. Sales Office. Declarant reserves the right to maintain one or more Lots as a model or a sales and display office for itself, for its marketing firm, or for any of the home builders who purchase Lots from Declarant; display or post signs of any type or size which are a part of the development and marketing of the Property; and to have agents, employees, equipment and material on any Lot used as a model or sales office.

T. Easements. Easements for the installation and maintenance of sanitary sewers, storm sewers, surface water flowage, bike trails, public utilities and private utilities are reserved as shown on the recorded plat(s) of the Property. The Owner or occupant of any Lot in the Property shall, at such Owner's or occupant's expense, keep and preserve that portion of such easements within such Owner's or occupant's property, at all times, in good condition, and shall neither erect nor permit erection of any building or structure of any kind nor permit any growth of any kind within such easement area nor change the grade of any such easement area in any manner that might interfere in any way with the use, maintenance, repair, restoration or replacement of any of the utility services, drainage, bike paths, street trees or landscaping located in

said easement area, without the prior consent of the City or the utility company or companies for whose benefit such easement runs. Any such building or structure erected, growth permitted, or change in grade made within an easement area without such consent may be removed or regraded 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 or occupant to restore, repair or replace such building, structure, growth or change in grade.

U. Storm Water Management. The Declarant has agreed to construct a storm water management facility consisting of drainage tile lines and storm water retention areas and has agreed to appropriate easements required to install and maintain said storm water management facility. The Association and the Owner of each Lot in the Association shall be responsible for the ongoing maintenance, repair and replacement of the storm water management facility as required by the City in the Forest Place Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement recorded in the Dallas County Recorder's Office.

The Association shall be responsible for maintenance, repair and replacement of the Storm Water Detention Facility, and the Association shall have the right to assess each Owner's Lot for the costs of necessary maintenance, repair and replacement with respect to the Storm Water Detention Facility. No Owner shall obstruct or interfere whatever with the duties and responsibilities of the Association to perform its maintenance obligations relating to the Storm Water Detention Facility. Nothing shall be altered in, constructed in, or removed from the Common Area Lot or Detention Easement Areas, except upon written consent of the Association 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, 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.

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 to access the Common Area Lot and Detention Easement Areas for the purpose of performing its obligations relating to the Storm Water Detention Facility, mowing, maintenance, repair and replacement as set forth herein.

The Owner of a Lot shall have the responsibility to maintain, repair and replace any drainage tile lines located on their Lot. In the event that a Lot Owner does not maintain, repair or replace the drainage tile lines on that Owner's Lot, the Association shall have the right to complete the necessary maintenance, repair or replacement and assess that Owner's Lot for all costs related to such work, including the cost of collecting said assessment.

The Owner of a Lot shall have the responsibility to mow and maintain the Detention Easement Area located on their Lot, including but not limited to removing all weeds, and to remove trash, litter and debris within the Detention Easement Area located on their Lot. In the event that a Lot Owner does not perform such work on that Owner's Lot, the Association shall have the right to complete the necessary mowing, maintenance and removal of trash, litter and debris and assess that Owner's Lot for all costs related to such work, including the cost of collecting said assessment.

All such assessments shall constitute an automatic lien on the Lot.

U. Surface Water Rights. The topography of the Property is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to 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 all Owners shall have such rights and obligations with respect thereto as may be provided by such law.

When construction of the home is complete, the Lot on which the home has been built, as well as all adjacent Lots on which the finish grades have been disturbed by the Owner, home builder or contractors, must be restored to the original, engineered design-built grades of the Final Plat, established by the engineer of construction drawings and as-built grading plans approved by the City. Owners shall not allow for surface water to dam or backup and negatively affect neighboring properties.

In addition, the Owner, home builder or contractors must restore all Lots on which their building activities may have caused;

1. a disturbance of final soil stabilization
2. a disturbance of newly seeded ground for soil stabilization
3. removal of silt fence

to their original condition prior to construction activities. This work must be done within seven (7) days after construction of the home has been completed. Additionally, this work must be done within seven (7) days after notice is given by Declarant, DNR or City requesting corrective action.

V. Signage. Signage within the Property impacts the aesthetics of the neighborhood and property values. All signage shall meet the following requirements and restrictions:

1. In connection with the construction of any residence or building upon any Lot in the Property the Lot Owner or person constructing such residence or building may erect project signage or real estate signage related to the construction of such residence or building and the sale of such residence or sale of such building. All such signs shall be professionally constructed and in compliance with City ordinances.

2. Once a Lot is sold and occupied as a residential dwelling unit, signage on that single-family Lot, if any, shall be limited to (i) address signage, (ii) Owner identification signs, (iii) signs advertising real estate for sale ("For Sale Signs"), (iv) signs for garage sales ("Garage Sale Signs"), (v) signs for special events (such as birthdays, graduations, or anniversaries, hereafter "Event Signs"), and (vi) signs for political campaigns and public voting matters ("Political Signs"). For Sale Signs 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. Garage Sale Signs and Event Signs 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. Political signs may only display for a period of thirty (30) days. No hand painted signs will be allowed. Except for address and Owner identification signs, no signs shall be erected on any building elevation, erected so that it is visible through window or glass openings or, except for vehicles with professionally made business signage on the vehicle, attached to vehicles parked within the neighborhood. Signs shall not be larger than 18" x 24".

3. In no event shall more than two signs be displayed on a Lot at any given time.

4. In the event a sign located on any Lot is not in compliance with the provisions of this Declaration (a "Non-Complying Sign") and in the event the Owner of such offending Lot fails to either remove the Non-Complying Sign or modify the Non-Complying Sign so that it is in compliance with the provisions of this Declaration, within three (3) days after such Owner receives written notice given by certified mail, return receipt requested, or delivered in person from Declarant, during the time that Declarant owns any portion of the Property, then Declarant shall have the right and easement to enter upon the offending Lot and remove and dispose of such Non-Complying Sign at the expense of the Owner of the offending Lot or sign. Notwithstanding the foregoing provisions, if a Non-Complying Sign has, at any time, been located on any Lot and if a written notice was given to the Owner of the offending Lot pursuant to the foregoing provisions (the "Non Complying Sign Notice") and if, within one (1) year following the date the Non-Complying Sign Notice was given, another Non-Complying Sign which is the same or similar to the Non-Complying Sign with respect to which the Non-Complying Sign Notice was given (including, but not limited to, matters such as size, materials, construction, and type of sign) is located on such Lot, Declarant shall have the right and easement to enter upon the offending Lot, without notice, and remove and dispose of such Non-Complying Sign at the expense of the Owner of the offending Lot. The person or entity which removes and disposes of a Non-Complying Sign in accordance with the foregoing provisions shall have a right of action against the Owner of the offending Lot for all costs associated with removing and disposing of the Non-Complying Sign in accordance with the foregoing provisions, plus reasonable costs, including, but not limited to, attorneys' fees, of collecting such amount, plus interest at the lesser of (a) twelve percent (12%) per annum or (b) the maximum rate allowed by law from the date the applicable cost is incurred until all such amounts are paid in full, and such person or entity shall have a lien against such offending Lot from the day an affidavit reciting the giving of such notice (if notice was required), the performance of such work and the cost thereof is filed in the Office of the Recorder for the County until such amount, plus the reasonable costs, including attorneys' fees, of collecting such amount and costs of filing of such lien, incurred by

the lien holder, plus interest at the lesser of (a) twelve percent (12%) per annum or (b) the maximum rate allowed by law from the date the applicable cost is incurred until all such amounts are paid in full.

Additionally, the Owner of any Lot (including Declarant, during the period it owns any portion of the Property) shall have the right to give written notice to the Owner of the Lot with the Non-Complying Sign and/or to the owner of such Non-Complying Sign and if Non-Complying Sign is not removed within three (3) days after written notice is given to such owner by certified mail, return receipt requested, or by delivery in person, then the Owner who gave such notice shall have the right to seek injunctive relief to require such Non-Complying Sign to be removed and to obtain injunctive relief to prevent future non-compliance and the offending Lot Owner or owner of such Non-Complying Sign shall be required to pay the attorney's fees, costs and expenses incurred by the applicable Owner in exercising its rights pursuant to the foregoing provisions.

The foregoing provision granting rights to Declarant or other Lot Owners with respect to Non-Complying Signs shall not limit or prevent any other person who has the right to enforce this Declaration from exercising any of their other rights with respect to the violation by an Owner of the foregoing provisions.

ARTICLE III
Assessments

A. Purpose of Assessments. The assessments provided for herein shall be used for the maintenance, repair and replacement obligations to the Common Area Lot, Detention Easement Areas, Storm Water Detention Facility, the Landscape Buffer and entrance signage located on the Property, including but not limited to landscaping and plantings, irrigation, lighting and mowing within the Landscape Buffer and Monument Sign Easements located on the Property, and the obligations imposed by the City.

B. Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments, such assessments to be established and collected as provided in this Declaration, (b) special assessments, such assessments to be established and collected as provided in this Declaration, (c) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot in accordance with this Declaration. Any such assessments, together with late charges, simple interest at the rate of eighteen percent (18%) per annum, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be both a personal liability of each Owner and an equitable charge and a continuing lien upon the Lot for which the Owner is responsible for such payment. Each Owner shall be personally liable for assessments coming due while the Owner is the Owner of a Lot and Owner's grantee shall take title to such Lot subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his/her grantor any amounts paid by such grantee therefor; provided, however, the lien for unpaid assessments shall not apply to the holder of any first Mortgage or to the holder of any Mortgage securing a loan made by the Association, its affiliates, successors, or assigns, who takes title to a Lot through foreclosure, or to any purchaser of a Lot at such foreclosure sale. Any purchaser of a Lot through a foreclosure sale shall thereafter be subject to all future assessments. In the event of co-Ownership of any Lot, all of such co-Owners shall be jointly and severally liable for the entire amount of such assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Association, provided that unless otherwise provided by the Association, the assessments shall be paid in annual installments. Notwithstanding anything herein to the contrary, the Declarant shall not be assessed for any Lot owned by the Declarant.

C. Computation and Payment of Annual Assessments. The expenses to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

1. Management fees and expenses of administration, if any including legal and accounting fees;

2. The costs of mowing and maintaining the Common Area Lot, Detention Easement Areas, Storm Water Detention Facility, Landscape Buffer and Monument Sign Easements located on the Property, maintenance, repair and replacement of fountains in the Storm Water Detention Facility and of the plantings, landscaping, irrigation, lighting and signage within the Landscape Buffer and Monument Sign Easements located on the Property.

3. Utility charges for utilities as needed, including surcharges, for above normal costs for and charges for the Common Area Lot, Detention Easement Areas, Storm Water Detention Facility, fountains and irrigation and lighting within the Landscape Buffer and Monument Sign Easements located on the Property;

4. The cost of any policies of insurance purchased for the benefit of all the Owners with respect to the Common Area Lot and the Association as required or permitted by this Declaration, including fire, flood, and other hazard coverage, public liability coverage, and such other insurance coverage as the Association determines to be in the interests of the Owners;

5. Ad valorem real and personal property taxes if any are assessed and levied against the Association;

6. The establishment and maintenance of a reasonable reserve fund or funds: (A) for inspections, maintenance, repair, and replacement of those portions of the Common Area Lot, Detention Easement Areas, Storm Water Detention Facility, Landscape Buffer and Monument Sign Easements located on the Property which are the responsibility of the Association and which must be inspected, maintained, repaired, or replaced on a periodic basis, (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Associations.

7. All expenses lawfully incurred by the Association in accordance with this Declaration and as may be assessed against all Lots shall constitute part of the expenses lawfully incurred.

D. Liens. All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Lot except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first Mortgage or on any Mortgage to the Association, or its affiliates, successors, or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument.

E. Effect of Nonpayment; Remedies of the Association. Any assessments of an Owner or any portions thereof which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Association from time to time and shall also commence to accrue (as of the initial date of delinquency, including any grace period) simple interest at the rate of eighteen percent (18%) per annum. A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable, and if an installment of the assessment for such year has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Association and be declared due and payable in full. The continuing lien and equitable charge of such assessment shall include the late charge established by the Association, interest on the principal amount due at the rate of eighteen percent (18%) per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law.

F. Certificate. The Treasurer, any Assistant Treasurer, or the manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time reasonably determined by the Association, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by said Treasurer, Assistant Treasurer, or manager setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty

charges. Such certificate shall be conclusive evidence of payment of any assessments stated therein to have been paid. The Association may charge for such certification.

ARTICLE IV
Enforcement of Covenants

A. Legal Action. All covenants, conditions, provisions and restrictions of this Declaration shall be deemed to run with and be a burden upon the land to which they apply and all improvements thereon. The Owner of any Lot or portion thereof to which these covenants, conditions, provisions and restrictions apply may bring an action in any court of competent jurisdiction to enforce them and to enjoin their 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. If any violation of any of the covenants, conditions, provisions and restrictions of this Declaration is established, then the person or persons found to be violating them, in addition to any other applicable remedy or relief, shall be liable to the person bringing such action for the reasonable attorney's fees and expenses incurred by the person bringing such action.

In addition to the remedies described above or elsewhere in this Declaration, the Association is hereby authorized to levy against any Lot in violation of this Declaration an assessment penalty not to exceed One Hundred Dollars ($100.00) for each day a violation of this Declaration continues beyond thirty (30) days after notice of a violation has been given by the Association to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing in person. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Association shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in the County. 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 publication of notice as stated herein, the Association shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Association. 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 Association Board of Directors. Assessment of the penalty shall be stayed pending a hearing and final decision by the Association Board of Directors.

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 that this Declaration may be specifically enforced by the Declarant, the City, the Board, or an adversely affected Lot Owner.

B. Delays in Enforcement. No delay or omission on the part of any Owner of land to which this Declaration applies in exercising any right, power or remedy herein allowed shall be construed as a waiver or acquiescence therein. No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against Declarant or any officer, employee or agent thereof on account of any action or inaction under this Declaration.

C. Conflict with Governmental Regulations. All property subject to this Declaration shall also be subject to any and all regulations of the City and any other governmental entities having jurisdiction, including, but not limited to, zoning ordinances, subdivision ordinances, building codes and other such regulations. Whenever there is a conflict between the provisions of this Declaration and the ordinances, statutes or regulations of the City, County, State, Federal or other applicable governmental entity having jurisdiction over the Property, that provision which is most restrictive shall be binding.

ARTICLE V
Term of Covenants; Severability

A. Duration. The covenants, conditions, provisions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, or the Owner or Owners from time to time of any Lots subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until ten (10) years after filed or unless otherwise amended. After the expiration of the ten (10) year period, said Declaration shall automatically extend for successive periods of five (5) years on each fifth anniversary thereof, unless a

written instrument, signed and acknowledged by the Owners of more than fifty percent (50%) of the Lots shall, prior to such anniversary date, be recorded with the County Recorder abrogating or modifying the same in whole or in part.

Notwithstanding anything in this Declaration or by statute to the contrary, any of the covenants, conditions, provisions and restrictions of this Declaration may be amended or abrogated at any time by Declarant, or its successors and assigns, without the concurrence of any other Lot Owner, so long as Declarant or such successor or assignee to the entirety of Declarant 's remaining interest in the Property, owns one or more Lots that remains unsold to a homebuilder or homeowner or owns adjacent land to the Property for future development purposes. Such modifications or abrogation shall be by a written document duly signed and acknowledged by Declarant, or such successor or assignee, and recorded with the Recorder for the County. At such time as the Declarant no longer owns a Lot or land adjacent to the Property for future development purposes, this Declaration may be amended by a majority vote of the Owners.

B. Severability. In the event that any one or more of the terms or conditions of this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining covenants, conditions, restrictions or terms not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.

C. Authority for Execution by Declarant. The provisions of the Articles of Incorporation and any accompanying documentation, including By-Laws or Resolutions, regarding the authority to execute documents related to property on behalf of Declarant remain in full force and effect and are true and correct and are incorporated herein by this reference.

D. Additional Property. Notwithstanding anything to the contrary contained in this Declaration, Declarant reserves the right, at any time to add additional real property to the development and thereby subject such additional real property to this Declaration. Declarant's exercise of its rights pursuant to this Article shall be evidenced by an amendment to this Declaration (which shall not require Owner approval), executed and acknowledged in recordable form by Declarant, and duly filed for record in the office of the County Recorder, which amendment shall specify the description of each new lot.

IN WITNESS WHEREOF, Declarant, a limited liability company organized and existing under the laws of Iowa, has caused this instrument to be duly executed on this ___ day of _____, 2024.

HIGH POINT GROUP, LLC

_____

By: Vista Real Estate and Investment Corporation, Its Manager
David J. Harmeyer, President

STATE OF IOWA
COUNTY OF DALLAS

Signed and affirmed before me on the ___ day of _____, 2024, by David J. Harmeyer in his capacity as President of Vista Real Estate and Investment Corporation, as Manager of High Point Group, LLC.

_____

Notary Public in and for said State