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Dallas County IOWA

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TWIN PINES PLAT NO. 1, AN OFFICIAL PLAT LOCATED IN
THE SW 1/4 AND SE 1/4 OF SECTION 28-78-28, DALLAS COUNTY, IOWA.**

This Declaration amends the "Declaration of Covenants, Conditions and Restrictions for lots 1-24 inclusive, in Twin Pines Plat No. 1, an Official Plat, now included in and forming part of Dallas County, Iowa," which original Declaration was filed on August 30, 2005, in Book 2006, Page 20095, et seq., in office of the Dallas County Recorder (hereafter "Original Declaration").

RECITALS

1. This Declaration relates to the following described real estate:

All Lots in Twin Pines Plat No. 1, an Official Plat located in the SW1/4 and the SE1/4 of Sec. 28-78-28, except Lot 4 and, except as otherwise noted, Lot 24 (hereafter "Real Estate" or "Subdivision").
2. James Francis Price and Felicia J. Price are the owners of Lot 24 in the Subdivision, and James Francis Price was the Declarant under the provisions of the Original Declaration.
3. Clayton Swain and Shanli Tiemeyer-Swain, husband and wife, are the owners of Lot 5 in the Subdivision.
4. Nicolas J. Scar and Valerie L. Scar, husband and wife, are the owners Lot 8 in the Subdivision.
5. David Hollander and Kristin Hollander, husband and wife, are the owners of Lot 9 in the Subdivision.

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6. Raccoon Valley Bank is the owner of all remaining Lots in the Subdivision and is the successor Declarant under the terms of the Original Declaration.
7. The undersigned constitute all of the owners of record title to the Real Estate.
8. The undersigned desire to amend certain provisions of the Original Declaration.

THE UNDERSIGNED HEREBY ADOPT THE FOLLOWING AMENDMENTS TO THE ORIGINAL DECLARATION:

1. Real Estate. The Real Estate subject to the Original Declaration and this Declaration shall be that Real Estate as defined in this agreement and no other real estate.

2. Definitions. The following terms as defined in the Original Declaration are hereby deleted and the following substituted in lieu thereof:

- (a) "Association" or "Homeowners' Association" shall mean "Twin Pines Homeowners' Association, Inc." or any successor entity principally responsible for maintenance, construction, and repair of "Association Responsibility Elements" or "Common Elements" as defined in herein.
- (b) "Association Responsibility Elements" shall mean any private streets, street lighting and identification signs/entrance monuments located in easement or street locations.
- (c) "Common Elements" shall mean all common water lines, gas lines, electric lines, and other utility service facilities located within the area of any easement or private street that serves more than one "Lot" as well as signs and private street lighting, if any.
- (d) "Declarant" shall mean and refer to Raccoon Valley Bank, successor in interest to James Francis Price, or any successor or assign of Raccoon Valley Bank who is both of transferee of more than one lot and a transferee of all lots owned by Raccoon Valley Bank immediately prior to such transfer.
- (e) "Lot" shall mean and refer to the individual Lots 1-24, except Lot 4, and, except as otherwise noted, Lot 24, in Twin Pines Plat No. 1, an Official Plat in Dallas County, Iowa.
- (f) "Street" or "Road" shall mean Lot A, Lot B, and Lot C in Twin Pines Plat No. 1.
- (g) The definitions of "Living Unit", "Road", and "Twin Pines" are hereby deleted.

3. Easements. Article 1 (PP) is hereby deleted and the following is substituted in lieu thereof:

Certain perpetual easements are dedicated to the Association as follows:

- (i) Lots 46, 47, 48, 17 and 18 are subject to an easement permitting the natural water runoff to the lake.
- (ii) Lots 12, 13, 14, and 15 are subject to an easement for the purpose of installation of tile or other drainage system through and over those Lots to provide for proper drainage of septic systems on those properties.
- (iii) All Lots are entitled to use of the Streets and Roads within the Subdivision for the purpose of ingress and egress, and access to individual Lots and single family residences, subject to the provisions of this Declaration;
- (iv) Each Lot abutting a Street or Road is subject to a 15 foot wide easement for the benefit of the Association for the purpose of maintenance of the Street or Road,

for installation and maintenance of utility structures, or for placement of traffic control signs and devices.

4. Special Provisions for Lot 24. The provisions of this paragraph relate to Lot 24 of the Subdivision only.

- (a) **Easement over Streets and Roads.** So long as Lot 24 is owned by James F. Price and used by him as his principal residence, the Owner of that Lot shall be entitled to use of the Streets and Roads within the Subdivision for and ingress and egress purposes to the same extent as the owners of other Lots.
- (b) **Assessments.** So long as Lot 24 is owned by James F. Price and used by him as his principal residence, Lot 24 shall not be subject to any assessments as provided in this Declaration. At such time as James F. Price transfers ownership of Lot 24, or at such time as the Lot is no longer used by him as his principal residence, Lot 24 shall be subject to assessments to the same extent as other Lots located within the Subdivision. Any subsequent owner of Lot 24 shall be entitled to membership in the Association upon the same terms and conditions as owners of other Lots located within the Subdivision.

5. Covenant for Assessments.

A. Creation of the Lien and Personal Obligation of Assessments.

The Declarant and the undersigned, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot 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: (1) monthly assessments or charges, and (2) special assessments for capital improvements and operating deficits, and other special assessments as provided in this Declaration; such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was an Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

B. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Subdivision, payment of expenses reasonably necessary for the operation of the Homeowners' Association, including payment of insurance premiums, taxes, professional fees, and banking fees, for the improvement and maintenance of the Association Responsibility Elements and Common Elements, including Street and Road maintenance, snow removal, purchase and maintenance of traffic control devices, and maintenance of easement areas, and for other purposes specifically provided herein.

C. Special Assessments for Capital Improvements and Operating Deficits.

In addition to the monthly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, which the Association is required to maintain or for operating deficits which the Association may from time to time incur.

D. Date of Commencement of Monthly Assessments: Due Dates.

The monthly assessments provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance to an Owner of a Lot.

E. Declarant Lots.

Lots owned by the Declarant shall be exempt from assessments.

F. Due Date of Assessments—Record of Satisfaction.

The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specific 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.

G. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15% per annum. The Association may bring an action at law against any Owner personally obligated to pay the assessment, 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 such assessment the cost of preparing and filing the petition in such action, including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Lot.

6. Reservation of Declarant Rights. Declarant is currently the owner of the following described real estate:

Parcel "B" and Parcel "C" and Parcel "D" of the survey of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 29 and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, all in Township 78 North, Range 28 West of the 5th P.M. as shown in Book 5, Page 303 in the Office of the Dallas County Recorder AND The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 78 North, Range 28 West of the 5th P.M., Dallas County, Iowa EXCEPT Twin Pines Plat 1.

Declarant reserves the following rights which shall be deemed appurtenant to and shall run with the real estate described in this paragraph:

- (a) Declarant reserves the right to use the Streets and Roads of the Subdivision for purposes of ingress and egress to this real estate.
- (b) Declarant reserves the right to extend any Streets or Roads located within the Subdivision to provide access to this real estate and to any Lots platted or subdivided within this real estate;
- (c) In the event Declarant subdivides this real estate into one or more Lots, the subsequent owner of any such lot shall be entitled to membership in the Homeowners' Association with the same rights and obligations as those of owners of lots within Twin Pines Plat No. 1, including the right to utilize Streets and Roads for ingress and egress and the responsibility for payment of assessments as determined by the Board of Directors of the Homeowners' Association.
- (d) Declarant's rights under the provisions of this paragraph are transferable assignable.

7. Amendments. Article 4 (E) is hereby deleted and the following substituted in lieu thereof:

This Declaration may be amended by affirmative action of the Board of Directors of the Homeowners' Association and the written consent of Owners of not less than 50% of the Lots

within the Subdivision. So long as Declarant owns any Lot within the Subdivision, it shall have the absolute right to veto any amendment to this Declaration.

8. Fences and Hedges. Article I (D) (ii) is hereby deleted and the following is substituted in lieu thereof:

The fence screening material shall be mounted on the exterior face of the fence post or fence framing. No chain link fence shall be permitted except for the purpose of enclosing a dog run as defined in Article I (v). The Board of Directors of the Homeowners' Association shall have the authority, in its sole discretion, to permit alternative fencing materials which would be in harmony with the neighborhood. All fences shall be kept in good repair and attractive appearance.

9. Temporary Structures; Mobile Homes. Article I (P) is hereby deleted and the following substituted in lieu thereof:

There shall be no occupancy or use of temporary structures or partially completed structures. No home or other building shall be moved onto any Lot. No mobile homes shall be permitted at anytime. Prefabricated or modular structures may be erected upon a lot with prior approval of the Board of Directors of the Homeowners Association, so long as the structures comply with all other provisions of these covenants.

For purposes of the paragraph, the terms "mobile home" and "modular home" shall be defined as in the Iowa Building Code, chapter 103 A, Code of Iowa (2009).

10. Satellite Dish. Article I (P) is hereby defined by deleting subparagraphs (iii) and (iv).

11. Dog Runs and Houses. Article I (V) is hereby amended by adding the following:

No dog run shall exceed 200 square feet in area.

12. Noxious Activities; Livestock. Article I (X) is hereby amended by adding the following:

Three dogs may be maintained on a Lot so long as the total weight of all three dogs does not exceed two hundred (200) pounds.

13. Architectural Control. Article II (A) is hereby deleted, and the following is substituted in lieu thereof:

In order to preserve the general design for the development of the Subdivision, no dwelling, outbuilding or improvement of any kind, nor any addition thereto or landscaping shall be erected or undertaken upon any Lot unless the plan, design, building materials, landscaping plan and location thereof shall have first been approved by the Architectural Control Committee of the Board of Directors. The Board of Directors shall establish an Architectural Control Committee consisting of three persons appointed by the Board. So long as Declarant owns any Lot in the Subdivision, Declarant shall be entitled to select one of the three members of the Architectural Control Committee. All other persons appointed to the Architectural Control Committee shall be members of the Association. Each committee person shall serve for a one-year term, and no member of this committee, except any members appointed by Declarant, shall be allowed to serve more than three (3) consecutive terms. The Board of Directors may delegate to the Architectural Control Committee such duties and obligations relating to the design of dwellings and landscaping of Lots as it deems appropriate.

14. Bulk and Setback Restrictions. Article III (B) is hereby deleted and the following substituted in lieu thereof:

B. Minimum Square Footage.

Dwellings shall have a minimum square footage of finished area as measured to the exterior wall face of the finished area as follows:

- (i) One-story dwellings must have a main floor finished area of not less than 2000 square feet.
- (ii) One-and-one-half-story dwellings must have finished floor area of not less than 2400 square feet with a minimum of 1850 square feet on the first floor.
- (iii) Two-story dwellings must have finished floor area of not less than 2800 square feet.
- (iv) The minimum square footage requirements established under this paragraph may be reduced by an area equal to twenty percent (20%) of any finished area in the basement of the dwelling. In calculating minimum square footage requirements for one-and-one-half-story dwellings, any reduction of the minimum square footage requirement based upon the finished area of the basement must be applied proportionately between the first floor and the second floor.
- (v) Any other style or size not enumerated above, including any split-level or split-entry dwellings, shall not be permitted unless approved by the Board of Directors of the Homeowners Association or, if such responsibility has been duly delegated, to the Architectural Control Committee, in its sole discretion.
- (vi) All building structures and/or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

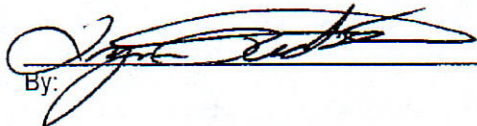
15. Effect of Amendments.

All other terms and provisions of the original Declaration except those specifically identified herein shall remain in force and effect.

Dated this 25th day of ^{June}~~May~~, 2010.

RACCOON VALLEY BANK

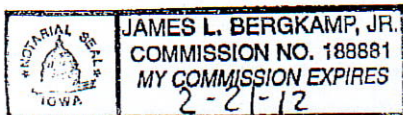
Declarant

By: 

STATE OF IOWA, DALLAS COUNTY, ss,

On this 25th day of ^{June}~~May~~, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lynn Ricke, to me personally known, who, being by me duly sworn, did say that he is the Assistant Vice President of the corporation executing the foregoing instrument; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; that Lynn Ricke acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by him and as the fiduciary voluntarily executed.

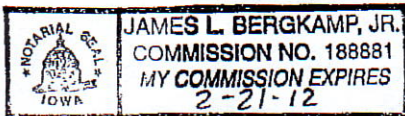

Notary Public in and for the State of Iowa





James F. Price

STATE OF IOWA, DALLAS COUNTY, ss:

On this 25th day of June, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James F. Price, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.




Notary Public in and for the State of Iowa


Felicia J. Price

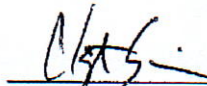
STATE OF IOWA, DALLAS COUNTY, ss:

On this 25th day of June, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Felicia J. Price, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



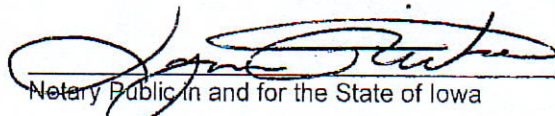

Notary Public in and for the State of Iowa



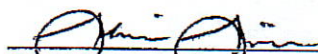

Clayton Swain

STATE OF IOWA, Dallas COUNTY, ss:

On this 25th day of May, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Clayton Swain, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa




Shanti Hemeyer-Swain

STATE OF IOWA, Dallas COUNTY, ss:

On this 25th day of ~~May~~ June, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Shanli Tiemeyer-Swain, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.


Notary Public in and for the State of Iowa

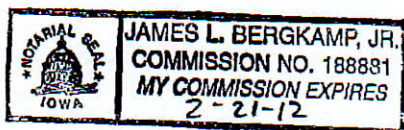
ND

Nicolas J. Scar

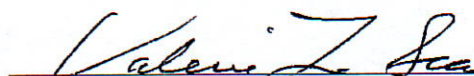
Nicholas J. Scar

STATE OF IOWA, Dallas COUNTY, ss:

On this 25th day of ~~May~~ June, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Nicolas J. Scar, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

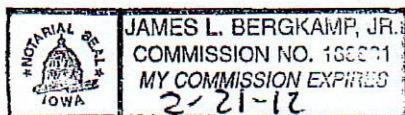


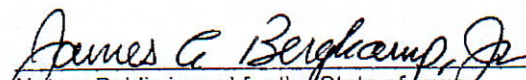

Notary Public in and for the State of Iowa


Valerie L. Scar

STATE OF IOWA, Dallas COUNTY, ss:

On this 25th day of ~~May~~ June, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Valerie L. Scar, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



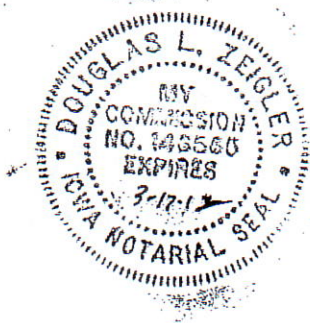

Notary Public in and for the State of Iowa

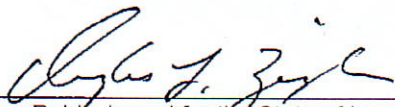

David Hollander

STATE OF IOWA, Dallas COUNTY, ss:

On this 27th day of May, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Holander, to me known to be the identical person named in and who

executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

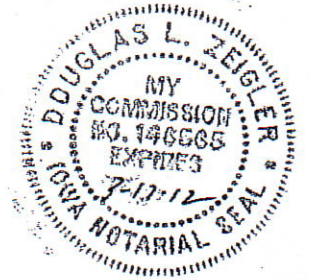


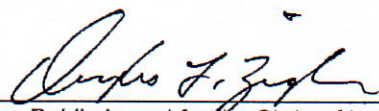

Notary Public in and for the State of Iowa


Kristin Hollander

STATE OF IOWA, Dallas COUNTY, ss:

On this 27th day of May, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kristin Hollander, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.




Notary Public in and for the State of Iowa

