Warren County, Iowa
Polly J. Glascock Recorder
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DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS

Recorder's Cover Sheet

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Declarant
Diligent Warrior Run, LLC

Legal Description:
See page 2.

DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 10th day of August, 2015 by **DILIGENT WARRIOR RUN, LLC,** an Iowa limited liability company (the "Declarant").

WHEREAS, Declarant is the owner of certain real property legally described as follows:

Lots 1- 29 in WARRIOR RUN ESTATES PLAT 1, an Official Plat, now included in and forming a part of Norwalk, Warren County, Iowa.

WHEREAS, Declarant is desirous of protecting the value and desirability of the Plat.

NOW, THEREFORE, Declarant hereby declares that all property within the Plat shall be held, sold and conveyed and be subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Plat and shall run with the land and shall be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS.

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

A. "Plat" shall mean and refer to the real property described as Lots 1-29 in Warrior Run Estates Plat 1, an Official Plat, now included in and forming a part of Norwalk, Warren County, Iowa.

B. "Declarant" shall mean and refer to Diligent Warrior Run, LLC, an Iowa limited liability company, its successors or assigns.

C. "Lot" shall mean and refer to an individual parcel of land within the Plat.

D. "Building Lot" shall mean and refer to one or more Lots, or one or more Lots and the portion or portions of adjacent platted Lots in the Plat, used for the construction of one dwelling as herein permitted.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot that is a part of the Plat.

F. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

G. "City" shall mean the city of Norwalk, Iowa.

H. "Golf Course Lots" shall mean Lots 15-20.

I. "Golf Course Property" shall mean Outlot Z, Outlot X and Outlot V in Warrior Run Plat 1, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa.

J. "Driving Range Lots" shall mean Lots 21-29.

II. DESIGNATION OF USE.

All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City.

III. BUILDING TYPES.

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

B. No building or structure of any kind shall be moved onto any Lot.

C. The construction of any building or structure on any Building Lot shall be performed utilizing then acceptable construction methods and procedures, including (but not limited to) on-site "stick-built" construction and/or off-site modular or panelized construction.

IV. BUILDING AREA DESIGN AND CONSTRUCTION.

No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements:

A. One and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,725 square feet.

B. One story or ranch dwellings must have a finished area of not less than 1,525 square feet.

C. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.

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

E. All exterior painted portions of any dwelling, garage or Outbuilding located on any Lot shall be finished with one of the colors designated in writing by Declarant as being acceptable exterior color. All exterior painted portions of

dwellings that are repainted shall be repainted in one of such colors.

F. All roof material shall be CertainTeed brand in earth tone colors or shingle of equal color, quality and appearance thereto.

G. All dwellings must be constructed using hardboard siding by LP SmartSide or cement board siding by James Hardie or other brands approved in writing by Declarant as being acceptable exterior siding. No vinyl siding shall be permitted.

H. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

I. If a minimum basement elevation requirement is shown on the recorded final plat for any Lot, the dwelling upon such Lot shall have a finished basement floor elevation as shown on the recorded final plat.

J. Declarant shall have the option to require Declarant's soil engineer to approve and monitor all soil excavation during exaction of basements for dwellings constructed upon any Lot.

V. ARCHITECTURAL REVIEW.

No building or structure, nor any addition or alteration thereof, shall be constructed or substantially altered on any Building Lot unless and until a design plan and a site plan (collectively the "Plans") have been submitted to and approved by Declarant. The Plans shall contain details of design, color scheme, elevation, site grade, landscaping, fencing, roofing, sidewalks, driveways and other similar matters. The Plans shall also state the type of construction, including external details and materials. Declarant shall, within thirty (30) days from the date of submittal of the Plans, deliver to the Owner written approval of, rejection of, or required changes to the Plans. The intent of this provision is to insure that buildings and structures are developed in reasonable harmony within the Plats and that the covenants, restrictions and conditions contained herein are met 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.

VI. GARAGES AND DRIVEWAYS.

All dwellings shall have a minimum of a two-car attached garage. All dwellings shall have a portland cement concrete driveway not less than 18 feet in width and running from the city street to the garage.

VII. TEMPORARY AND OTHER STRUCTURES; CERTAIN USES.

No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, watercraft, trailer, unfinished dwelling basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no camper, motor home, watercraft, trailer, or mechanical equipment may be parked or maintained on any Lot (except inside a garage) or on the public street, other than on a temporary basis; provided that this

restriction shall not apply to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time may any vehicle, trailer or camper be parked or maintained in the yard of any Lot. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling.

VIII. FENCES.

No fences or other structures may be built or maintained within the front building setback areas as shown on the Plats as recorded and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. Wrought iron fences no taller than six (6) feet shall be the only fence material permitted. No wood fences or chain link fences shall be permitted. No fences of any kind shall be permitted on the Driving Range Lots. All fences shall be kept in good repair and attractive appearance.

IX. DECKS

Decks attached to a dwelling must be constructed from cedar, redwood, treated lumber or other products approved by Declarant. All decks shall be kept in good repair and attractive appearance.

X. SOD.

Within sixty (60) days of completion of a dwelling upon a Lot, the front yard, side yards and twenty-five feet (25') of the rear yard measured from the rear of the dwelling foundation shall be fully sodded (except where the topography, conservancy districts, creek slopes or tree cover does not permit such sodding) and the remainder of the rear yard to the rear lot line shall be seeded or sodded. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.

XI. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plats as recorded. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep, and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within the easement areas (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easements areas. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed. Easements for monument signs, ingress/egress thereto, and the maintenance thereof are hereby reserved on Lot 1 and Lot 29 of the Plat as shown on the final Plat ("Monument Sign Easements"). The Owner of each Lot containing a Monument Sign Easement shall maintain, keep and preserve the Monument Sign Easement area on such Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure, or other improvement of any kind within the easement area (except customary ground cover) which might interfere in any

way with the use, maintenance, replacement, inspection of any monument sign placed within the Monument Sign Easement. Notwithstanding the foregoing, the monument signs placed within the Monument Sign Easement shall be Association Responsibility Elements (defined below) which shall be maintained by the Association.

XII. NUISANCES.

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

XIII. EROSION CONTROL AND STORM WATER DISCHARGE PERMITTING 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 Plat, to prevent sediment migration and soil erosion from extending beyond the boundaries of their Lot and the Plat, and, in the event it occurs, to promptly clean up all eroded sediment and to restore all affected areas to their original condition.

Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No.2 and any storm water pollution prevention plan which includes the Lot.

During the ownership of the Lot, 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/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

XIV. SIGNS.

No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the City by other governmental entities or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, (iii) a customary sign (one per Building Lot) advertising a Building Lot or dwelling for sale, not exceeding 1,296 square inches, and (iv) signs which have been approved by Declarant in writing advertising the builder or for promotional or marketing purposes. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove such signs. Declarant reserves the right to install entrance and directional signs with respect to the Plats, at locations and of design determined by the Declarant in a manner consistent with the ordinances of the City.

XV. TRASH RECEPTACLES.

No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling, garage or Outbuilding, within twelve (12) hours following the scheduled pick up of such trash.

XVI. UTILITIES.

All utility connection facilities and services shall be underground.

XVII. TOWERS AND ANTENNAS.

No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings, on garages or on Outbuildings. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) inches or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling shall be permitted for the cable from such exterior tower, antenna or receiver dish. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground, on dwellings, on garages or on Outbuildings.

XVIII. MAINTENANCE.

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, weeds and debris and to keep the lawn and landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fence, screening and all other improvements.

XIX. CERTAIN ANIMALS PROHIBITED.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of three (3) dogs and/or cats be kept at any one Building Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, must be completely screened or otherwise hidden from view from any other Lot, all streets within the Plat, and from the Golf Course Property. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard.

XX. ACCESSORY STRUCTURES.

Each Building Lot may have no more than one (1) customary and traditional accessory structure such as a tool shed, garden house, in-ground swimming pool, tennis court and the like. Any trash receptacle, or tool shed, garden house or other Outbuilding of like nature, shall be properly screened by a privacy fence and/or shrubbery. No above-ground or non-permanent swimming pools shall be permitted on any Lot. Swimming pools, tennis courts, Outbuildings and other accessory structures and improvements, including dog kennels and runs, shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within 20 feet of any side or rear Lot line, as the minimum distance established by the zoning ordinance of the City or the minimum distance as established in the Plats as recorded, whichever is the more restrictive. Notwithstanding the foregoing no tool shed, garden house, swimming pool, tennis court or other similar structures or improvements shall be permitted on a Driving Range Lot.

XXI. SURFACE WATER.

The topography of the Plats is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be subject to and benefited by such easements as may exist from 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 laws.

XXII. MAILBOXES.

Neighborhood mailbox cluster units shall be installed by the Declarant according to United States Postal Service regulations. 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.

XXIII. PAVING ASSESSMENT.

Each Owner is hereby provided notice of their obligation for their share of costs relating to any street widening improvements for paving, construction of curb, gutter, turn lanes, storm sewer, grading and other such improvements as set forth in any agreement between Declarant and the City, and the levy of a special assessment lien against their property pursuant to any Petition Contract and Waiver with the City. THIS MEANS THAT AN OWNER OF RECORD OF A LOT AT THE TIME THE PAVING IMPROVEMENTS ARE CONSTRUCTED MAY BE ASSESSED A PORTION OF THE COSTS OF THE PAVING IMPROVEMENTS.

XXIV. ENFORCEMENT OF COVENANTS.

This Declaration shall be deemed to run with the land, and the Declarant or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this

Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs if the Declarant or Owner prevails in any such action.

XXV. AMENDMENTS OF COVENANTS.

This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. 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, until the Declarant has sold all of the Lots, it may make amendments or modifications to this Declaration without the consent of any other Owners, the Association, or any other party. This Declaration may also be amended or modified without the consent of any Owners or the Association in accordance with Articles XXXIV and XXXVI. Upon addition of additional land to this Declaration, Declarant shall be deemed, without further action or need for consent from any party, to be able to make amendments or modifications to this Declaration due to its ownership or additional Lots, even if all Lots included in the original Plat have been sold. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the County Recorder. Notwithstanding anything herein to the contrary, Sections XIII and XXI shall not be amended or terminated without prior written approval of the City.

XXVI. PERIOD OF COVENANTS.

All easement, covenants, conditions, restrictions and reservations created by this Declaration shall run with the land and shall be binding upon all Lots and the Owners of any Lot, regardless of how title was acquired. All covenants, conditions, restrictions, and reservations shall be binding on the Lots 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 anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. All easements and other provisions of this Declaration shall be perpetual in nature.

XXVII. ENFORCEMENT AND WAIVER.

A. 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.

B. The Plats 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, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.

C. 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 the Plats.

XXVIII. GOLF COURSE RELATED EASEMENTS AND RESTRICTIONS.

A. There is granted to the owner of the Golf Course Property, along with its servants, employees, independent contractors, agents, members, guests, invitees and any other person accessing the Golf Course Property, by, through, or under the owner of the Golf Course Property (collectively, the "Golf Course Users"), a nonexclusive easement over and across all Lots within the Plat for the following purposes:

(i) Retrieval of golf balls, including the right to enter on any Lot for that purpose, provided the right to retrieve golf balls shall only extend to non-enclosed portions of the Lots, and the person retrieving the golf balls shall to do in a reasonable manner and the owner of the Golf Corse Property will repair any damage caused by entry onto the Lot to retrieve the golf ball; provided that no play of such golf balls shall be allowed from outside of the Golf Course Property boundary;

(ii) For ingress to and egress over and across all roads, streets, sidewalks, trails and other common areas constructed and maintained as Common Areas from the Golf Course Property for the benefit of the Golf Course Users.

(iii) Flight of golf balls over, across, and upon each Lot, provided, that no play of such golf balls shall be allowed from outside of the Golf Course Property boundary;

(iv) Doing of every act necessary and incident to the playing of golf and other recreational activities on the Golf Course Property, including, but not limited to, the operation of lighting facilities for operation of driving range, and golf practice facilities during hours of darkness (but in no circumstances later than 10:00 p.m.), and the creation of usual and common noise levels associated with such recreational activities. All exterior lighting for the driving range shall be directed downwards and away from adjacent residential housing so as to minimize the impact on such residential housing and shall be in compliance with all applicable governmental requirements and all requirements established by Declarant so long as Declarant owns a Lot and after Declarant no longer owns a Lot then as established by the Association;

(v) Creation of noise related to the normal maintenance and operation of the golf course on the Golf Course Property, including, but not limited to, the operation of mowing and spraying equipment. Such noises may occur between the hours of 5:00 a.m. and 10:00 p.m.; and

(vi) An easement for the occasional overspray of herbicides, fungicides, pesticides, fertilizers, and water of lots located adjacent to the Golf Course Property. Such easement shall extend for twenty feet (20') onto each Lot along the mutual property line between the Lot and the Golf Course Property.

XXIX. DAMAGE BY ERRANT GOLF BALLS.

The Owners acknowledge and agree that the existence of a golf course on the Golf Course Property is beneficial and highly desirable; however, each such Owner acknowledges and agrees that all Golf Course Lots and Lots located adjacent to the Golf Course Property shall be subject to the risk of damage or injury due to errant golf balls. The Owner, their successors and assigns, hereby assume the risk of damage and injury to persons and property and hereby releases Declarant and the owner of the Golf Course Property and their successors and assigns, from any and all liability for damage or injury caused to persons or property by errant golf balls, within the Plat or on the Golf Course Property, arising from, directly or indirectly, golf balls flying, landing, hitting, or resting in or around the Golf Course Property or within the Plat. The above releases shall not be construed to extend to the release of the golfer who actually hits the errant golf ball.

XXX. FENCING AND BUILDING RESTRICTIONS.

No owner of a Golf Course Lot shall construct a fence or enclosure located along or next to the boundary lines between the Golf Course Property and a Golf Course Lot, except in compliance with the fence criterion set forth in this Declaration.

XXXI. NO RIGHTS IN THE GOLF COURSE PROPERTY.

No Owner of a Lot within the Plat shall have any rights in or to the Golf Course Property or any other amenities located on the Golf Course Property, or any recreational activities occurring thereon, including, but not limited to, rights of membership in or to the golf course on the Golf Course Property, or right of access to or across the Golf Course Property, unless such right or rights have been granted or conveyed in writing by the owner of the Golf Course Property or its successors and assigns. Rights to use the recreational facilities located on the Golf Course Property shall be on such terms and conditions as may be promulgated from time to time by the owner of the Golf Course Property. Additionally, the owner of the Golf Course Property, its successors and assigns, have the right, without notice or warning, to plant, remove or trim trees or bushes on the Golf Course Property as it deems advisable, in its sole and absolute discretion.

XXXII. INTERFERENCE WITH GOLF COURSE AREAS.

Owners of Golf Course Lots, their families, tenants, guests, invitees and pets shall refrain from any actions which would distract from the playing qualities of the Golf Course Property. Such prohibited activities include, but are not limited to burning materials where the smoke crosses into the Golf Course Property, maintenance of pets under conditions which interfere with golf course play due to loud barking or other actions, playing loud radios, televisions, stereos, or musical instruments, running or walking on the fairways, picking up balls, or similar interference with play.

XXXIII. SIGNAGE, ENTRANCE LANDSCAPING FEATURES AND IRRIGATION EASEMENTS.

A. Declarant hereby reserves for itself an easement for the purpose of installing, maintaining, operating, repairing, replacing and removing signage, flags, other entrance features and landscaping in, on, over, and under such easement areas as are dedicated for such purposes and described in an amendment to this Declaration:

(i) The signs shall be Golf Course identification signs. All such signs shall conform to the ordinances, rules, and regulations of the City. Any electrical service for such signs shall be separately metered or otherwise separately billed by the public utility furnishing such electrical service and charged to the Golf Course Owner. Declarant is not required to install or maintain signs in any or all of these sign easement areas.

(ii) Declarant shall install initial entrance features, if any, and landscaping and the Association may install any additional entrance features, signs and landscaping it desires and the Association shall maintain, operate and replace all signs, entrance features, landscaping within such signage and landscaping easement areas, including, but not limited to, paying for any electrical or water service for such operation and maintenance.

(iii) Declarant shall not locate any such signage, entrance features, or landscaping in a manner to obstruct any vision triangles that overlap a portion of any such easement area, if any.

(iv) The Owner of the Lot upon which any such easement is located shall not make any modifications or improvements to any such easement area without the consent of the Declarant, which consent shall be in the Declarant's sole discretion.

(v) Any of the easement areas granted in this Section shall terminate by written election of the Declarant, in recordable form, filed in the Office of the Recorder for Warren County, Iowa, provided that if so terminated, the Declarant shall remove at its cost any signage within the easement area.

XXXIV. DEVELOPMENT OF THE GOLF COURSE.

Owner is hereby notified that Declarant, as the Developer of Warrior Run Plat 1, including the lots and outlots not currently subject to this Declaration, and any additional Plats subsequently added to this Declaration (the "Development") and current developer of the Golf Course Property or any successor developer of the Golf Course Property, retains full authority regarding the design, development, phasing, and layout of the Development, including without limitation, over the Golf Course Property and any greenspace located within, adjoining, or adjacent to the Development (the "Greenspace"). Owner acknowledges that the design and layout for the Development, the Golf Course, and other lots and outlots within Warrior Run Plat 1 may change, including without limitation, reduction in the number of holes for the Golf Course, elimination of the Golf Course completely, and conversion of the existing Golf Course and Greenspace within the Development, adjoining developments under Declarant's control, and additional land submitted to this Declaration into additional buildable lots. Specifically, lots appearing to be adjacent to Greenspace as the current Development design indicates, may not continue to be adjacent to Greenspace in the future. The rights granted to Declarant, and any successor developer of the Development shall include, without limitation, the right to amend or revise the legal description of the Golf Course from time to time and to file, without the need for consent form any Owner or the Association, an amendment to this Declaration setting forth such amended or revised legal description.

Declarant is making no representations or warranties of any type whatsoever, whether express or implied, regarding the continued operation of the Golf Course or location or existence of Greenspace. Owner has satisfied itself based upon Owner's own investigations and has purchased Owner's Lot notwithstanding the disclaimers made by the Declarant herein.

Owner acknowledges that Outlot X of Warrior Run Plat 1 ("Outlot X") of the Development is zoned for commercial purposes and may be developed by Declarant or a successor developer for any purpose consistent with the zoning designation for Outlot X as may be amended from time to time.

Each Owner by acceptance of its deed, whether expressed in such deed or not, agrees that Owners shall protect, defend, indemnify and hold Declarant harmless from any and all damages, claims, liabilities, fines, penalties, and/or attorneys and consultant fees (including any on appeal) caused by, or in any matter arising out of or related to the development of the Golf Course or the Greenspace. As a material inducement of Declarant developing the Plat, Owner hereby releases, waives and otherwise discharges any and all claims that Owner may assert against Declarant relating, in any manner, to the Golf Course or Greenspace.

XXXV. HOMEOWNER'S ASSOCIATION.

A. DEFINITIONS.

In addition to the Definitions set forth above, the following terms shall have the following

definitions, except as otherwise specifically provided:

1. "Association" shall mean and refer to Warrior Run Homeowners Association, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, 2011.

2. "Association Responsibility Elements" shall man the following:

(i) All signs, monuments and monument signs, and similar entrance features and the landscape plantings and materials surrounding the entrance sign utilized by the Plat and any plats added to the Association in the future;

(ii) All Common Areas located within the Plat and any plats added to the Association in the future;

(iii) All ponds and water detention basins located within the Plat and any plats added to the Association in the future; and

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

4. "Common Area" shall mean and refer to any real property within the Plat and any plats added to the Association in the future to which the Association holds title, together with any improvements thereon, for the common use, enjoyment and benefit of the Owners.

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

B. MEMBERSHIP AND VOTING.

1. **Membership.** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership.

2. **Voting.** Subject to provisions hereof, the Owners of a Lot shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

3. **Declarant as Sole Voting Member**. Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member of the Association until Declarant no longer owns any portion of any Lot, or until 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 to a Lot

shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

4. **Board of Directors**. The Members entitled to vote shall elect a Board of Directors of the Association as prescribed by the Bylaws of the Association. The Board of Directors shall manage the affairs of the Association.

5. **Suspension of Voting Rights**. The Association shall suspend the voting rights of a Member for any period during which any assessment hereunder against his/her/its Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

C. **COVENANT FOR MAINTENANCE ASSESSMENTS**.

1. **Creation of the Lien and Personal Obligation of Assessments.** Declarant hereby covenants for each Lot and the Owner of each Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) a prorated annual assessment and (2) special assessments to be established and collected as hereinafter provided. The annual assessment and special assessments, together with late fees, interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessments are made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall further be the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment became due.

2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners within the Plat; for improvement, maintenance, repair, replacement, removal, and demolition of the Association Responsibility Elements; for payment of insurance; payment of real estate taxes and assessments associated with the Common Area; payment of fees, costs, debts or obligations of the Association; payment of fees to a professional management firm; payment of fees to an accounting firm and 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.

3. **Maximum Annual Assessment.** The Board of Directors shall establish the maximum annual assessment to be assessed against each Lot, which assessment shall include a prorate portion of the amount of real estate taxes and special assessments payable by the Association. Rates for both annual assessments and special assessments must be fixed at a uniform rate for all Lots. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the annual assessment, special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto.

4. **Reserve Fund.** A portion of such annual assessments shall be set aside or

otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the Association Responsibility Elements and any capital improvement that the Association is required to maintain. Notwithstanding the foregoing, Declarant may use any reserve funds, if established, to defray operating costs as it deems appropriate.

5. **Special Assessments for Capital Improvements and Operating Deficits.** In addition to the annual 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, replacement, removal or demolition of a capital improvement that 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.

6. **Date of Commencement of Annual Assessments: Due Dates.** The annual assessment provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance of a Lot by Declarant. Upon such conveyance, the annual and special assessments prorated to December 31 must be paid to the Association. The Board of Directors shall establish the due dates for all assessments. All payments shall be made on or before the due date. Both annual assessments and special assessments shall be collected by the Association, in advance, in annual installments due on January 1.

7. **Declarant Exempt for Assessments.** Declarant shall not be liable for annual or special assessments upon Lots owned by it. 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.

8. **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 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 assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

9. **Subordination of Assessments Liens.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The assessment shall be paid prior to or at the closing of sale or transfer of any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on

such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. The failure of an Owner to pay assessments as provided herein shall not constitute a default under a mortgage insured by the Federal Mortgage Agencies.

10. **Assessment Certificate.** The Association shall, upon demand, and of a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified 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.

D. MAINTENANCE BY ASSOCIATION, COMMON AREA AND INSURANCE.

1. **Maintenance of Association Responsibility Elements.** The Association shall provide all maintenance, repair, replacement, restoration, removal and demolition of the Association Responsibility Elements, including (but not limited to) all necessary painting, repairs, replacements and care of signs, monuments and other entrance structures. In the case of lawns, shrubs, trees, and other elements of landscaping, the Association shall perform all routine maintenance, including (but not limited to) all necessary mowing, trimming, and replacement of landscaping, and use of pesticides to control infestation of weeds and insects. In the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, or the Owner's family, guests, invitees, agents or contractors, the cost of such maintenance or repairs shall be assessed to such Owner.

2. **Maintenance of Common Areas.** The Association shall be the owner of the Common Area and shall timely pay all real estate taxes and assessments levied against the Common Area, Declarant hereby covenants for itself, its successors and assigns that it shall convey to the Association the fee title to the Common Area free and clear of all mechanic's liens or any liens or encumbrances whatsoever, except covenants, easements, conditions and restrictions whether or not of record or created by this Declaration or granted to any public authority.

3. **Contracts and Agreements.** The Board of Directors, in its sole discretion, shall enter into any contract, agreement, lease, management contract, employment contract or lease of recreational equipment and facilities, engage the services of and discharge any manager, activities director, managing agent, independent contractor or other employee as it deems necessary. The Board of Directors, in its sole discretion, shall determine the duties and compensation of such persons so employed.

4. **Insurance.** The Association shall purchase and maintain a 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 insure the Association and the Owners against claims relating to the Association Responsibility Elements. The Association shall pay the premiums for all such insurance hereinabove described and the cost thereof shall become a part of the annual assessment.

5. **Access for Maintenance.** The Association and its agents, employees or contractors shall have the right of reasonable access for ingress and egress over, across or through each Lot for the purpose of performing its maintenance, obligations of the Common Area and Association Responsibility Elements.

XXXVI. ADDITION OF PROPERTY.

1. **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.

2. **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 the consent of the Association or any Owner. 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 fashion 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 Recorder of Warren County, Iowa. No approval of the Association, Owner, or any other person shall be necessary.

IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

DILIGENT WARRIOR RUN, LLC,
an Iowa limited liability company

By: Diligent Development Group,LLC
Its: Manager
By: _____
Steve Bruere
Its: Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on August 10, 2015, by Steve Bruere, Manager of Diligent Development Group, LLC, Manager of Diligent Warrior Run, LLC.

By: _____
Notary Public

JANET K. SPONSLER
Commission Number 143117
My Commission Expires
April 23, 2017

Warren County, Iowa
Recorded: 3/21/2018 at 10:55:37.0 AM
BK: PG:
Polly J. Glascock RECORDER
Number: 2018-01986
Fee Amount: $7.00
Revenue Tax:

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave, Suite 103, Des Moines, IA 50312 (515) 279-9059
Return to: Diligent Warrior Run, LLC, 12119 Stratford Dr, Ste B, Clive, IA 50325

AFFIDAVIT OF CORRECTION

The undersigned, Timothy C. Hogan, after being first duly sworn, states under oath as follows:

1. I am an attorney licensed to practice law in the state of Iowa and I am attorney for Diligent Warrior Run, LLC, an Iowa limited liability company.

2. I prepared and am familiar with the Amendment to Declaration of Residential Covenants, Conditions and Restrictions recorded February 16, 2018 as Instrument No. 2018-01188 in the records of the Recorder for Warren County, Iowa (the "Amendment").

3. The Amendment contains a scrivener's error on the first page of the document by referring to the additional property as being located in *West Des Moines, Dallas County*, Iowa.

4. It was the intent to add the following described real estate to the terms of the Declaration upon the filing of the Amendment:

Lots 1 – 32 and Outlots W, X and Y in Warrior Run Estates Plat 2, an Official Plat, now included in and forming a part of the City of *Norwalk, Warren* County, Iowa.

The above is true and correct to the best of my knowledge and belief.

Dated this 21st day March, 2018.

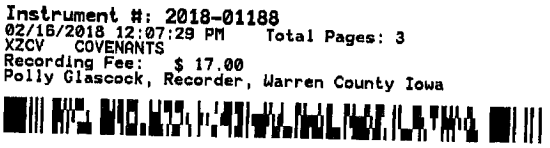
Timothy C. Hogan

This record was acknowledged before me on March 21, 2018, by Timothy C. Hogan.

REBECCA RUPP
Commission Number 159663
My Commission Expires
February 21, 2021

By:
Notary Public

Instrument #: 2018-01188
02/16/2018 12:07:29 PM Total Pages: 3
XZCV COVENANTS
Recording Fee: $ 17.00
Polly Glascock, Recorder, Warren County Iowa



$17.00 CK3 WCA

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave, Suite 103, Des Moines, IA 50312
(515) 279-9059
Return to: Diligent Warrior Run, LLC, 12119 Stratford Dr, Ste B, Clive, IA 50325

AMENDMENT TO DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT is dated this 29th day of January, 2018, and made by DILIGENT WARRIOR RUN, LLC, an Iowa limited liability company, owner of the real estate hereinafter described and Declarant/Developer under the Declaration of Residential Covenants, Conditions and Restrictions recorded August 12, 2015, in Book 2015 at Page 6598 in the records of the Recorder of Warren County, Iowa (the "Declaration").

WHEREAS, the Declaration grants to Declarant the right to convey additional common area to the Association and the right to subject additional property to the terms and conditions of the Declaration without the consent of the Association or any Owner.

WHEREAS, as an owner of Lots subject to the Declaration, Declarant has the right to make amendments to the Declaration without the consent of any other Owner, the Association or any other party.

WHEREAS, Declarant now wishes to amend the Declaration to add the following described real estate to the terms of the Declaration upon the filing of this Amendment:

> Lots 1 – 32 and Outlots W, X and Y in Warrior Run Estates Plat 2, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa.

NOW, THEREFORE, pursuant to the authority described in the Declaration, Declarant hereby amends the Declaration as follows:

1. The term "Plat" under Article I, Section A shall include Lots 1 – 32 and Outlots W, X and Y in Warrior Run Estates Plat 2, an Official Plat in Norwalk, Warren County, Iowa.

2. The term "Golf Course" as capitalized and used throughout the Declaration shall have the same meaning as "Golf Course Property" as defined under Article I, Section I of the Declaration.

3. The term "Golf Course Owner" as capitalized and used throughout the Declaration shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to the Golf Course Property.

4. Lots 1 – 32 in Warrior Run Estates Plat 2 are hereby submitted to the Declaration as Lots, which Lots shall be subject to and governed by all of the terms and conditions of the Declaration and the Owners of such Lots shall automatically become Members of the Association in the same manner as described in the Declaration and are hereby subjected to the same terms, conditions, duties and assessments as described in the Declaration.

5. Lots 19 - 32 in Warrior Run Estates Plat 2 shall be defined as "Golf Course Lots" under Article I, Section H of the Declaration.

6. Outlots W and X in Warrior Run Estates Plat 2 are hereby submitted to the Declaration as Common Area, which Common Area shall be designated and used as cart paths for ingress and egress for the benefit of the Golf Course Users pursuant to Article XXVIII, Section A(ii) of the Declaration, and shall be conveyed by Declarant to the Association and the Association shall hold and maintain such Outlots as Common Area pursuant to the terms and conditions described in the Declaration.

7. Outlot Y in Warrior Run Estates Plat 2 is hereby submitted to the Declaration as an Association Responsibility Element to be used and maintained as a temporary private storm water detention basin for the benefit of the Development until such time as a permanent storm water detention basin(s) is constructed within the Development to meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance for the existing temporary storm water detention basin and any future permanent storm water detention basins required in connection with any future subdivision and development of Outlot Y for residential purposes.

8. Declarant hereby provides notice to Owners that Outlot Z of Warrior Run Estates Plat 2 is zoned for residential purposes and not intended as Greenspace under Article XXXIV of the Declaration and may be developed for any purpose consistent with the zoning designation of such Outlot as may be amended from time to time.

9. Article IV, Section B of the Declaration is hereby amended to read that one story or ranch dwellings must have a finished area of not less than 1,470 square feet.

10. Article VIII of the Declaration is hereby amended to allow for installation of 42" black chain link fencing. Further, fencing on the Driving Range Lots in Warrior Run Estates Plat 1 is hereby amended to state that fencing shall be permitted on all the Driving Range Lots.

11. Article XX of the Declaration is hereby amended to remove fencing as a privacy screen so that only shrubbery shall be allowed as privacy screening material.

12. Except as expressly amended hereby, all of the terms and conditions of the Declaration shall continue in full force and effect and are hereby ratified and confirmed.

DILIGENT WARRIOR RUN, LLC,
an Iowa limited liability company
By: DILIGENT DEVELOPMENT GROUP, LLC,
an Iowa limited liability company, its Manager

By: _____
Steve Bruere, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on February 1, 2018, by Steve Bruere, as Manager of Diligent Development Group, LLC, the Manager of Diligent Warrior Run, LLC.

JANET K. SPONSLER
Commission Number 143117
My Commission Expires
April 23, 2020

By: _____
Notary Public