

**COVER SHEET
TO
MASTER DECLARATION OF COVENANTS**

Prepared by: Adam C. Van Dike, 666 Grand Ave., Ste 2000, Des Moines, IA 50309;
(515) 242-2400

Upon recording, return to: Adam C. Van Dike, 666 Grand Ave., Ste 2000, Des Moines,
IA 50309.

Grantor: Cramer & Associates, Inc.

Grantee: N/A

Legal Description: Page 2.

Book and Page Reference to Prior Document: N/A.

MASTER DECLARATION OF COVENANTS

THIS DECLARATION, made on the date hereinafter set forth by Cramer & Associates, Inc., an Iowa corporation, hereinafter referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as the “Properties”) situated in Adel, Dallas County, Iowa, which is described on Exhibit “A” attached hereto; and

WHEREAS, Declarant has submitted the preliminary plat and final plat of Southbridge Plat 1 to the City of Adel, Iowa (hereinafter referred to as “City”); and

WHEREAS, in consideration of the approval of the preliminary plat and final plat by the City, Declarant has agreed to submit the Properties to this Declaration; and

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

NOW THEREFORE, Declarant, in consideration of the approval of the preliminary plat and final plat by the City and for other good and valuable consideration, hereby declares that all the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the Properties and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. “Association” shall mean and refer to Southbridge Owners’ Association, Inc., its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, 2017, as amended. The Articles of Incorporation for the Association have been executed by the incorporator thereof on the same date as this Declaration has been executed. The Articles of Incorporation and initial Bylaws for the Association are hereby incorporated by this reference.

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

Section 3. “City” shall mean and refer to the City of Adel, Iowa.

Section 4. “Common Areas” shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners and shall also include the Common Facilities as hereafter defined.

Section 5. “Common Facilities” shall mean and refer to all personal property, fixtures and improvements located in the Common Areas and all such other property owned by the Association.

Section 6. “Declarant” shall mean and refer to Cramer & Associates, Inc., an Iowa limited liability company, its successors and assigns.

Section 7. “Declaration” shall mean and refer to this Master Declaration of Covenants to which the Properties are subject.

Section 8. “Lot” shall mean and refer to any and all lots contained in any plat or replats of the Properties or any portion thereof made and recorded in accordance with the statutes of the State of Iowa.

Section 9. “Member” shall mean and refer to those persons entitled to membership as provided in this Declaration, the Articles of Incorporation and Bylaws of the Association.

Section 10. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any part of the Properties, including contract vendees, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision or operation of law.

Section 11. “Properties” shall mean and refer to that certain real property described above but shall exclude and not refer to any portion thereof conveyed, dedicated or granted to the City now or in the future.

ARTICLE II

COMMON AREAS AND COMMON FACILITIES

Section 1 - Common Areas. The Common Areas shall consist of the following described portion of the Properties, together with any improvements thereon:

**Outlots “Z” in Southbridge Plat 1, an Official Plat, Adel,
Dallas County, Iowa**

Together with such additional common areas conveyed by Declarant to the Association from time to time.

Section 2 - Common Facilities. The Common Areas shall also include Common Facilities, including those located on property not owned by the Association. As used in this Declaration, the term Common Areas shall include and refer to Common facilities and the term Common Facilities shall include and refer to Common Areas.

Section 3 - Obligations of the Association – Maintenance and Management. The Association shall be responsible for and shall maintain, manage and control the Common Areas and all improvements thereon in a first class manner. Such maintenance and management obligations shall include but shall not be limited to snow removal, sweeping, surface repair and maintenance of all lighting systems, irrigation systems, landscaping and grass areas (including mowing and weed control) within the Common Areas, and such other reasonable and necessary maintenance, repair reconstruction and replacement duties as are necessary and desirable to preserve the high quality of the Properties and Common Areas.

The Association shall keep all such areas in good, safe, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management. The Association's obligations shall also include the maintenance of all utility services and lines and all drainage facilities located in the Common Areas. The Association's obligations under this Section are for the exclusive benefit of the Owners and the City.

The Association shall also manage and maintain in a first class manner, all Common Facilities.

Maintenance obligation of the Association shall exclude obligations as are imposed on the Lot Owners by this Declaration or the rules and regulations adopted by the Association. All rules or regulations adopted by the Association shall be consistent with this Declaration.

Section 4 - Responsibility for Willful or Negligent Act. In the event the need for maintenance or repair to the Common Areas, Common Facilities or improvements located therein is caused through the willful or negligent act of an Owner, its, employees, contractors, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the monthly assessment to which such Lot is subject.

Section 5 - Owners' Easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas subject to the terms of this Declaration (and subject to any reasonable and nondiscriminatory rules and regulations which may be enacted by the Association) which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

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

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

(d) the right and obligation of Declarant to provide in the Common Areas, landscaping, signs, and appurtenant utilities consistent with the ordinances of the City; and

(e) the rules and regulations promulgated and published by the Association's Board of Directors, the Articles of Incorporation and Bylaws.

Section 6 - Title to Outlots. The Declarant hereby covenants for itself, its successors and assigns, that it shall convey Outlot "Z" to the Association, free and clear of all mechanic's liens or any liens or encumbrances whatsoever except covenants, easements, conditions and restrictions created by this Declaration or granted to any public authority. The transfer of title to Outlot "Z" shall be accomplished on or before the recorded conveyance of any portion of the Properties located within Southbridge Plat 1 by Declarant. In the event additional outlots are established on any portion of the Properties, Declarant shall convey the outlots to the Association, free and clear of all mechanic's liens or any liens or encumbrances whatsoever except covenants, easements, conditions and restrictions created by this Declaration or granted to any public authority.

Section 7 - Use of the Common Areas. The Common Areas shall be used strictly in accordance with the provisions of the Declaration and rules and regulations promulgated by the Association. No Owner shall obstruct or interfere in any manner whatsoever with the rights and privileges of other Owners or the Association in the Common Areas, and nothing shall be planted, altered, constructed upon, or removed from the Common Areas, except by prior written consent of the Association. If an Owner violates this Section, the Association shall have the right to restore the Common Areas to the prior condition and charge and assess the cost thereof against the Owner who violates this Section and such cost shall become a special assessment and a lien upon the Lot of such Owner and shall become due and payable upon demand. The Association shall have the same rights and powers to collect the cost of such restoration as provided in Article V for the collection of delinquent assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Areas, the Association or the offended Owner may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorneys' fees as the Court may allow together with all necessary costs and disbursements incurred in connection therewith.

Section 8 - Duration. The ownership of Outlot "Z" or any additional outlots owned by the Association shall not be changed and shall continue in perpetuity except as approved by 2/3 of the membership entitled to vote and the prior written approval of the City.

Section 9 - Dissolution. The Association shall not be dissolved, liquidated or its corporate existence terminated except upon the prior written approval of the City. In the event of dissolution of the Association, if ever, Outlot "Z" and the beneficial use of the other outlots and Common Areas shall be deemed to be owned by the then Owners as tenants in common in the same proportion as their respective interests set forth in Article III herein.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 - Membership. The owner or owners of the Properties or any subdivisions thereof shall be members of the Association. Membership shall be appurtenant to the ownership of the real property and shall be indivisible from such ownership.

Section 2 - Voting Rights. The Association shall have one class of voting Membership. Members shall be entitled to one vote for each Lot which they own pursuant to Section 10 of Article I. When more than one Owner owns a Lot, such Owners shall designate how such one vote shall be cast.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE DECLARANT, ITS HEIRS, SUCCESSORS AND ASSIGNS, SHALL BE THE SOLE VOTING MEMBER OF THE ASSOCIATION FROM THE DATE OF FILING OF THIS DECLARATION UNTIL THE SALE OF ALL LOTS TO THIRD PARTY PURCHASERS. DURING THIS TIME PERIOD, DECLARANT, AND ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT TO ELECT ALL DIRECTORS.

Section 3 - Board of Directors. The Owners entitled to vote shall elect a Board of Directors of the Association as prescribed by the Association's Bylaws. The Board of Directors shall manage the affairs of the Association.

Section 4 - Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment against its Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of Assessments. The Declarant, for the entire Properties, hereby covenants, and each Owner of any portion of the Properties by acceptance of a deed therefore, 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 the capital improvements and operating deficits; and (3) special assessments as provided in Article VI below. Such assessments to be established and collected as hereinafter provided. The monthly and special assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The lien for the assessments shall be prior to all other liens on the property, except only tax liens on the Lot in favor of any assessing unit and special district, and all sums unpaid on a first mortgage of record. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the safety and welfare of the owners and users of the Properties and for the improvement and maintenance of the Common Areas and Common Facilities and for other purposes specifically provided herein, including but not limited to, drainage facilities, payment of insurance, administrative and management fees, legal liabilities or obligations of the Association and all fees, costs, expenses, and attorney fees in connection therewith. Provided, however, any administrative or management fees shall be limited to ten percent of the aggregate annual dues/assessments paid by all the Lot Owners.

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

Written notice of any meeting called for the purpose of taking any action authorized under this Section 3 shall be sent to all Members not less than 5 days or more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 4 - Rate of Assessment. Monthly and special assessments provided for in this Declaration shall be fixed in accordance with this Section. Each Lot or portion thereof and the Owner(s) of each Lot or portion thereof, shall be liable for a share of the total budget upon which any monthly or special assessment is based. The share

appurtenant to each Lot or a portion thereof shall be calculated by multiplying the total budget of the monthly or special assessment times a fraction, the numerator of which is the number of votes appurtenant to such Lot or portion thereof and the denominator of which is the total votes outstanding in the Association.

Section 5 - Due Dates of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall be due as to each property on the first day of each month or as otherwise set by the Board of Directors. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Directors shall deem appropriate shall be sent to every Owner subject thereto. 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 specified property have been paid. A properly executed certificate from the Association regarding the status of assessments on property shall be binding upon the Association as of the date of its issuance.

Section 6 - Effect of Non Payment 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 higher. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both and there shall be added to the amount of such assessment the costs of preparing and filing the petition in such action, plus costs and reasonable attorney fees.

Section 7 - Subordination of Assessments Liens. If any property subject to a lien created by any provision in this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure. All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not

derogate the Association's right to collect said sums from the defaulting owner personally.

Section 8 - Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) All property which is dedicated to and accepted by a public authority; and
- (b) All property owned by the Association.

No other land or improvements located within the Properties shall be exempt from said assessments, charges or liens.

ARTICLE V

DECLARANT'S RIGHTS

Section 1. Declarant reserves the right to use any of the Lots, to conduct activities in connection with the construction and development of the project from any such Lot prior to it being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to erect signs, conduct general marketing, and to show Properties then unsold. Declarant retains the right to be considered an Owner of any Lot or portion of the Properties that remain unsold. Declarant's rights are subject to all applicable ordinances of the City.

Section 2. Declarant, its successors and assigns, reserve the right to add additional common areas by conveying the same to the Association from time to time. Nothing in this Section shall be deemed an obligation on the part of the Declarant to convey additional properties to the Association.

Section 3. Declarant is and shall be responsible for all duties and obligations of the Association hereunder and shall have all rights of the Association until the Association is established and the initial Common Areas are conveyed thereto. The Association shall be established prior to the recording of the final plat of Southbridge Plat 1.

ARTICLE VI

INSURANCE

The Association, through its Board of Directors shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, its agents and employees, and to the extent attainable, the Owners and any managing agent. The

Association shall also obtain any other insurance required by law to be maintained, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association.

ARTICLE VII

EASEMENTS AND ENCROACHMENTS

Section 1 - Easement for Maintenance. Declarant reserves unto the Association an easement over the various Lots for a distance of 10 feet parallel to the boundary lines of the Common Areas. This easement shall be a non-exclusive easement for the sole benefit of the Association in performance of its maintenance obligation on the Common Areas and adjacent landscape areas. This easement shall not be for the benefit of the members or the public at large.

Section 2 - Easement for Signs. Declarant reserves unto itself, its successors and assigns, for so long as it owns any portion of the Properties, the right and easement to erect and maintain identification and "For Sale" sign or signs on Lots that it owns, provided the same are consistent with the ordinances of the City.

ARTICLE VIII

COVENANTS WITH THE CITY

Section 1 - Right of Public Access. Officers, employees or contracted agents of the City shall have the right and authority to enter upon the Common Areas and easements reserved or granted for the benefit of the Association for the administration of general public services including emergency fire protection, law enforcement and administration of the water works rules and regulations and any applicable agreements for providing water service.

Section 2 - Indemnification and Hold Harmless of the City. The Association, its' successors or assigns, agree to defend, indemnify, protect and save harmless the City and its political subdivisions, including any of its elected officials, officers, employees or agents, from and against any judgments, awards, claims or expenses or other things whatsoever, including attorneys fees, costs or disbursements, arising out of or in connection with any act or act of negligence, causes omissions, fault, misconduct, claims, damages, suits or other actions developed, brought or asserted by any person, firm, corporation, entity or estate, against the said City by reason of, in connection with, related to or growing out of, directly or indirectly, the duties and responsibilities which are imposed upon the Association, its successors and assigns, with respect to its duties or obligations under this Declaration including any rules or regulations in existence pursuant to this Declaration, or related to or growing out of, directly or indirectly, the ownership, maintaining, cleaning out, grading, repairing, construction, or reconstruction of the

Common Areas or any part thereof, or related to or growing out of, directly or indirectly, the existence of this Declaration and the purposes for which this Declaration is executed or the approval of this Declaration.

Declarant, its successors and assigns, including all subsequent owners in the Properties, hereby covenant not to sue, demand or claim any damages or other remedies against the City, its political subdivisions and its elected officials, officers, employees or agents by reason of, in connection with, related to or growing out of, directly or indirectly, the failure of the City to exercise any rights afforded to it under this Declaration, the approval of this Declaration, the approval of the improvements on Common Areas or the approval of Common Facilities, the issuance of a building permit for such purpose, any inspections performed relating to said permit or permits or any certification issued indicating compliance with any City ordinance regulating the issuance of said building permit or approvals.

Section 3 - Liability of City. Neither the Declarant, Owners, Association nor any other person or other entity shall place any reliance upon the approval of this Declaration by the City, the approval of the improvements on the Common Areas or approval of Common Facilities, the issuance of a building permit for such purposes, any inspections performed relating to said permit or any certification issued indicating compliance with any City ordinance regulating the issuance of said building permit or approvals, as indicating the safety or quality of construction of any improvements located on the Common Areas, Common Facilities or within the Properties. Neither the issuance of, nor any inspections or certifications made relating to the building permit or relating to any City ordinance or approval, including the approval of this Declaration, shall constitute an assumption by the City, or any elected officials, officers, agents or employees thereof, of any duty or responsibility of any person or entity to adequately construct, reconstruct, repair and maintain the Common Areas, Common Facilities and improvements located thereon or to, in any way, indicate a decrease in the risk associated with the use or existence of the improvements located in the Common Areas. A certification that the Common Areas or Common Facilities have been inspected, pursuant to any City ordinance regulating the same shall not, in any way, constitute a representation, covenant, warranty or guaranty of the safety or quality of said improvements by the City, or any elected officials, officers, agents or employees thereof.

Section 4 - Right of City. The City, upon 30 days' written notice (except in case of an emergency), shall have the right to require the Association to perform any and all of its maintenance, repair, reconstruction and replacement and management responsibilities with respect to the Common Areas and Common Facilities in accordance with this Declaration, and any conditions and covenants in connection with the preliminary and final plat of the Properties and its ordinances; and the City shall have the right to require the Association to enforce any and all rules and regulations adopted by the Association concerning the use, maintenance and operation of the Common Areas and Common Facilities.

Section 5 - Amendment. This Article shall not be amended without the prior written approval of the City.

ARTICLE IX

GENERAL PROVISIONS

Section 1 - Rules and Regulations. The Board of Directors of the Association shall have the right to adopt rules and regulations governing the Common Areas or Common Facilities, and such rules shall be observed and obeyed by the owners, their guests, invitees, lessees, contractors, assigns and licensees. Provided, no such rules or regulations adopted by the Board of Directors shall, in any way, modify, amend, repeal or alter any provision of this Declaration, or the Articles or Bylaws of the Association.

Section 2 - Elevations of Common Areas. No Owner shall change the elevations or grades on its Lot in areas which constitute Common Areas or Common Facilities.

Section 3 No Waiver. Failure of the Association to enforce any covenant, condition or restriction, this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of this right to enforce the same thereafter.

Section 4 - Fines and Liquidated Damages. In addition to the enforcement rights granted to the Association for the collection of assessments, the Association shall have the right to maintain any action at law or in equity appropriate for the enforcement of the rules and regulations, the covenants, conditions and restrictions contained in this Declaration, the Articles of Incorporation and Bylaws. The Association is specifically granted a right to obtain affirmative or negative injunctions, restraining orders and similar equitable relief for repeated violations by any person whatsoever. The Association shall have the right to adopt a schedule of fines and/or liquidated damages to be imposed upon members, their tenants, invitees and guests for violations of the rules and regulations, the covenants, conditions and restrictions contained in this Declaration and the Articles of Incorporation and Bylaws of the Association.

Section 5 - Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the City, the Association, the persons in ownership from time to time of the Lots and all parties claiming under them, shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Iowa law, with or without providing any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 6 - Amendment. This Declaration may be amended or changed, unless otherwise provided herein, at any time by an instrument recorded in the Office of the Recorder of Dallas County, Iowa, certified by the President and Secretary of the Association that the same has been approved by a 2/3rds majority of the then outstanding votes; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration may also be amended by Declarant, if it then has any ownership interest in the Properties, at any time without the approval of any other Owner or Owners for the purpose of clarification or correction of errors in the Declaration, provided such amendment shall not affect the substantive rights of any Owner.

Section 7 - Third Party Beneficiary. City is hereby declared to be a third party beneficiary of the provisions of this Declaration. As such, City has no duty or obligation to exercise its rights to enforce or perform any obligations reserved to it under the provisions of this Declaration. The rights of the City provided for in this Declaration shall be exercised by the City at its sole option and discretion. Whenever the approval of the City is required under this Declaration, the same shall not be unreasonably withheld or delayed.

Section 8 - Binding Effect. This Declaration shall run with the land and shall be binding upon all parties claiming under them. Invalidation of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions hereof, but the same shall remain in full force and effect.

IN WITNESS WHEREOF, Cramer & Associates, Inc., has caused this Declaration to be executed this 20th day of July, 2017.

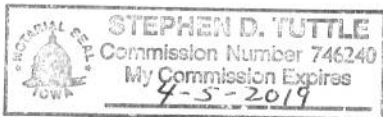
DECLARANT:

CRAMER & ASSOCIATES, INC.

By: 
Robert Cramer, President/CAO

STATE OF IOWA)
)ss:
CITY OF Grimes)

On this 20th day of July, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Cramer, to me personally known, who, being by me duly sworn, did say that he is the President and CAO of Cramer & Associates, Inc., executing the within and foregoing instrument to which this is attached, and acknowledged the execution of such instrument to be the voluntary act and deed of said corporation, by it and by him personally executed.





Notary Public, State of Iowa

EXHIBIT "A"

That portion of Government Lot Three (3) in Section Six (6), Township Seventy-eight (78) North of Range Twenty-seven (27) West of the 5th P.M., Dallas County, Iowa, lying West of the center of the present North-South country road.

AND

Beginning at the Southwest (SW) corner of Section Thirty-three (33), Township Seventy-nine (79) North, Range Twenty-seven (27) West of the 5th P.M., Dallas County, Iowa, thence East Thirty-four (34) rods, thence Northwesterly on a straight line to Northwest (NW) corner of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section, and thence South to the aforesaid place of beginning of this description.

AND

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-two (32), Township Seventy-nine (79) North, Range Twenty-seven (27) West of the 5th P.M., in Dallas County, Iowa, EXCEPT commencing at the Northwest (NW) corner of Government Lot Four (4) in Section Six (6), Township Seventy-eight (78) North, Range Twenty-seven (27) West of the 5th P.M.; thence 89.5 feet West of the point of beginning; thence North 403.2 feet, thence South 7° East 233.4 feet, thence Southerly 155.9 feet along a 2,825 foot radius curve concave Westerly, thence West 49.5 feet to the place of beginning and being about .25 of an acre, more or less.

AND

Government Lot Four (4), in Section Six (6), Township Seventy-eight (78) North, Range Twenty-seven (27), West of the 5th P.M., in Dallas County, Iowa, EXCEPT Parcel "A" of the amended plat of survey of part of Government Lot 4 as shown in Book 2011, Page 9348, in the office of the Recorder of Dallas County, Iowa, AND EXCEPT Beginning at a point being 17.5 Ft. N-1°-06'-W and 75.5 Ft. N-90°-00'-E of the Southwest (SW) Corner of Government Lot Four (4) of Section Six (6), T-78-N, R-27-W; thence N-1°-06'-W, along the East Right-of-Way line of U.S. Highway No. 169, 207.0 Ft.; thence Northerly, along a 5,800 Ft. radius curve concave Westerly and along the East Right-of-Way line of U.S. Highway No. 169, 292.96 Ft.; thence N-90°-00'-E, along a line parallel with and 517.5 Ft. N-2°-18'-W of the South line of said Government Lot Four (4), 436.93 Ft.; thence S-2°-18'-E, along a line parallel with and 772.2 Ft. West of the East line of Government Lot Four (4), 500.0 Ft.; thence N-90°-00'-W, along the North Right-of-Way line of the County Road and along a line parallel with and 17.5 Ft. N-1°-06'-W of the South line of said Government Lot Four (4), 440.0 Ft. to the point of beginning.

And

Government Lots Five (5), Twelve (12), Thirteen (13), Fourteen (14), and Nineteen (19); the North 2.41 Acres of Government Lot Twenty (20); that portion of Government Lots Six (6), Ten (10), and Eleven (11) lying West of the centerline of the County Road; and that portion of Government Lots Fifteen (15) and Eighteen (18) lying West of the centerline of the County Road and North of the Court Decree Boundary Line as shown on the Court Decree Boundary Line Retracement Survey recorded in Book 2011, Page 13123, all in Section Six (6), Township Seventy-eight (78) North, Range Twenty-seven (27) West of the 5th P.M., Dallas County, Iowa.