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SPACE ABOVE RESERVED FOR OFFICIAL USE

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Declaration of Covenants, Conditions & Restrictions

This Declaration is made October 26, 2023, by the Declarant, Ansley Land LLC, an Iowa Limited Liability Company.

WHEREAS, Declarant is the Owner of certain real property located in the City of Ames, the County of Story, in the State of Iowa, which is legally described as: **Ansley Subdivision, First Addition, Ames, Story County, Iowa**; and

WHEREAS, Declarant is desirous of protecting the value and desirability of the properties within the subdivision for the protection and benefit of Owner and Owner's successors and assigns.

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

Article 1. Definitions.

The following terms shall have the meaning set forth, except as otherwise specifically provided:

- 1 "Ansley Ames Property" means all of **Ansley Subdivision, First Addition, Ames, Story County, Iowa**.
- 2 "Architectural Review Board" means the Architectural Review Board established in Article 3.
- 3 "Association" means **Ansley Lot Owner Association Inc**, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa as amended.
- 4 "Association Board" means the board of directors of the Association.
- 5 "Common Areas" means all portions of the Ansley Ames Property now or hereafter owned by the Declarant or Association from time to time designated or declared by Declarant for the common use and enjoyment of the Owners. Included within the Common Areas, but not limited to the following are any maintenance areas, shared parking lots, shared ally ways and

shared driveways, walkways, sidewalks, trails, living ponds, recreational areas, street lighting not maintained by the city, and signage which may be constructed or erected on the Common Areas and which have not been publicly dedicated; provided, however, that the inclusion of these improvements in this definition shall in no way be construed to impose upon the Declarant any obligation to construct or erect such improvements. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment therein. The designation of Common Areas by the Declarant may or may not be recorded among the public records at the option of the Declarant. Common Areas may be modified by additions or deletion thereto, from time to time by the Declarant.

6 "Declarant" means **Ansley Land LLC**.

7 "Declaration" means this Declaration of Covenants, Conditions, and Restrictions.

8 "Lot" means the numbered platted lots as shown on the subdivision plat, exclusive of Common Areas and outlots shown on the subdivision plat.

9 "Owner" means the owner of record (whether one or more persons or entities) of the legal or equitable title to any Lot, and the term shall be deemed synonymous with the term "Member" in the context of the Association.

10 "Outbuilding" means an enclosed, covered structure (other than a dwelling or the attached garage), such as a detached garage, tool shed, garden house, or playhouse.

Article 2. Owners' Association.

1 Declarant has incorporated Ansley Ames Owners Association Inc. as an Iowa nonprofit membership corporation for the purposes described in this Declaration.

2 Each Owner of a Lot shall be a member of the Association. Acceptance of a conveyance of title to a Lot is affirmative action of a person evidencing consent of the person to being admitted as a member of the Association.

3 Although multiple persons may hold title to a Lot, each Lot shall have one vote to be exercised collectively by the owners thereof.

4 Membership in the Association may not be severed from ownership of a Lot. No Owner (member of the Association) shall have the power of dissociation from the Association. Resignation or other act of dissociation does not relieve an Owner from any obligations Owner has to the Association as a result of obligations under this Declaration, which have been made prior to resignation.

5 The rights and duties of the members of the Association shall be further defined by the bylaws of the Association, which shall be effective when recorded in the office of the Recorder.

6 The Association Board shall have the power to establish rules and regulations for the common areas, alleys, and parking areas, including the power to establish a schedule of fines, subject however, to the action of a majority of members of the Association and provided that no action of the Association Board shall be effective until published to all members.

Article 3. Architectural Review Board.

1 The Ansley Ames Architectural Review Board is established for the purpose of reviewing and approving or disapproving construction projects within the Ansley Ames Property.

- 2 The initial members of the Architectural Review Board will be appointed by the Declarant.
- 3 After completion of construction on all Lots or five years, whichever shall first occur, the Architectural Review Board shall be a permanent committee of the Association Board, and the Association Board shall appoint the members of from among the Owners.
- 4 The Architectural Review Board will consist of at least three members. The Declarant or the Association Board, whichever then has the power of appointment, will determine the maximum number of members.
- 5 The Architectural Review Board shall have the authority to determine compliance with the architectural standards within the Ansley Ames Property.
- 6 The Architectural Review Board shall review plans and specifications for all proposed buildings, structures, fences, walls, and outbuildings and must give written approval of the plans and specifications before they are submitted to the City of Ames for approval.
- 7 No building, fence, wall, or other structure shall be commenced, erected, or maintained by any Lot, nor shall any exterior addition, change, or alteration be made until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same have been submitted to and approved in writing by the Architectural Review Board.
- 8 The primary guidelines for approval are that the plans and specifications reflect harmony of external design and location in relation to surrounding structures and drainage patterns in accordance with the storm water management plan.
- 9 The Architectural Review Board will establish and maintain an "Ansley Materials/Patterns Selection Book" for the guidance of Owners and builders.
- 10 Approval of any plans and specifications may be granted or withheld in the sole and absolute discretion of the Architectural Review Board.

Article 4. Specific Design Requirements & Limitations.

- 1 All building structures or improvements of any kind must be completed within twelve months of the date of commencement of construction.
- 2 All excess topsoil and dirt from Lot excavation is reserved to the Developer and shall be deposited in a location on the Ansley Ames Property as directed by the Developer. Excess dirt, concrete, or other debris from a Lot may not be placed on other Ansley Ames Property without the Developer's consent.
- 3 Each Lot Owner shall keep the Lot free of weeds and debris and shall take all necessary steps to control erosion from the Lot. All Lot Owners shall implement appropriate erosion control measures before, during and after construction. These measures may include straw wattle, silt fences, ground cover, and seeding over exposed areas. If, in the opinion of the Developer, erosion is not properly controlled, corrective action may be taken and the costs assessed against the Lot Owner.
- 4 Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The owner of any Lot shall be the solely responsible permittee for the Lot with respect to compliance with all terms, provisions, and requirements of any NPDES Storm Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot. During the ownership of the Lot, the Lot owner shall protect, defend, indemnify, and hold the Developer and the other owners of the Lots harmless from any and all

- damages, claims and liabilities, fines, penalties, cleanup costs, and/or attorneys and consultant fees caused by, or in any manner related to: (1) any discharges of soil, silt, sediment, petroleum product, hazardous substances, or wastes from the Lot; and/or (2) any alleged violation of any NPDES or storm water discharge rule or regulation.
- 5 If construction has not begun on a Lot within 18 months of the date of the recording of a conveyance from the Developer, IF the Developer notifies the Owner of Developer's demand, the Owner will convey the Lot back to the Developer for 90 percent of the original purchase price without adjustment for taxes, closing costs, or interest. The Developer will pay only for deed preparation, recording fees, and transfer taxes. The Developer's exclusive repurchase rights under this paragraph will terminate upon the issuance by the City of Ames of an occupancy permit for the Lot.
- 6 All Lots with access to an alley must have driveway access to and from the alley and may NOT have driveway access of any kind on the street.
- 7 All single-family residential dwellings shall have a two- or three-bay garage unless a one-bay garage is approved by the Architectural Review Board. Garages may be attached or non-attached or connected by breezeway to the residence.
- 8 Lighting Design Guidelines.
- 8.1 All outdoor light fixtures shall be designed, installed, and maintained to prevent light spillage beyond the boundaries of the Lot. "Full cutoff" outdoor light fixtures (which emit no light at or above the horizontal plane of the fixture) shall be utilized for all dusk to dawn light fixtures exceeding three hundred (300) lumens and for all manually switched or occupancy sensor switched fixtures exceeding one thousand (1000) lumens. Christmas lighting or other temporary outdoor lighting shall be exempt from this provision, but shall remain in place no longer than six (6) weeks in total annually. Warm white string patio lights (3000K or less) are permitted provided they don't cause spillage light onto neighboring homes and windows.
- 8.2 The following reference guidelines from the Illuminating Engineering Society of North America (IESNA) shall be utilized as a basis for design when selecting and designing an exterior lighting system:
- 8.2.1 IESNE RP-8-00 "Roadway Lighting"
- 8.2.2 IESNA PR-33-99 "Lighting for Exterior Environments"
- 8.2.3 IESNA G-1-03 "Guideline on Security Lighting for People, Property, and Public Spaces"
- 9 All homes must be built by a homebuilder approved by the Developer or the Architectural Review Board.
- 10 All Lots shall conform to the Developer's grading plan.
- 11 Permitted residential building types and sizes shall be only those permitted by the Planned Unit Development master plan approved by the City of Ames and approved by the Architectural Review Board.
- 12 No mobile home or manufactured home shall be placed or erected on any Lot.
- 13 No dwelling structure of any kind may be moved onto any Lot.
- 14 No Outbuilding or other building or structure shall be constructed, altered, or maintained on

- any Lot, other than one Outbuilding (excluding detached garage) that conforms to the exterior design and construction features of the dwelling on such Lot and does not occupy a space larger than 120 sq. ft and must be approved by the Architectural Review Board.
- 15 Concrete or wood foundation shall not be exposed on any building unless the exposed material is covered with brick, stone veneer, or siding. Exposed poured concrete at the foundation shall be no more than 12 inches.
 - 16 All retaining walls shall be constructed of stone or masonry product or wood landscaping timbers.
 - 17 All roofing and exterior finish material shall conform to the requirements set by the Architectural Review Board and their pre-approved materials selection groupings. Composite shingles shall be architectural grade, minimum thirty-year warranty. Roofing materials should be compatible with the exterior finish materials. No white or white blend roof materials are permitted.
 - 18 All mailboxes shall be placed in accordance with the United States Postal Service regulations. Individual mailboxes will not be permitted. Cluster mailboxes will be provided.
 - 19 No above ground or non-permanent swimming pool shall be permitted on any Lot.
 - 20 No dwelling or other building shall be constructed on any Lot unless the design and location comports with the specifications for the applicable building type specified by the Architectural Review Board. Dwellings and other outside structures must be scaled to complement the Lot and size, geometry, exterior finish, and existing landscaping of the primary dwelling as well as neighboring houses and other buildings, where applicable.
 - 21 No above ground trough (or other non-permanent swimming pools capable of holding more than 12 inches of water depth) shall be permitted on any Lot, except pre-approved rain barrels.
 - 22 All utility facilities and services shall be underground. No Owner may authorize and no utility may place any above-ground pole, pedestal, box, or other facility in a front or side yard. No individual water supply system or individual sewage disposal system shall be permitted on any Lot.
 - 23 No exterior towers or antennas of any kind shall be constructed, modified, or permitted on any Lot, except as herein specifically permitted. Customary television or radio antennas not exceeding five (5) feet in height shall be permitted if attached directly to either the dwelling or the garage. A satellite dish (or similar structure) shall be permitted in size and manner as provided by the rules of the Association Board.

Article 5. Residential and Commercial Use

- 1 All Lots in the Ansley Ames Property shall be single-family residential lots and shall not be improved, used, or occupied for other than private residential purposes.
- 2 A single-family residential lot may be used for home-based business as long as there is not observable impact to the residential neighborhood and community and the business does not require more than one additional non-homeowner vehicle to be parked at the home or in the neighborhood. In addition to this, no full-time or part-time business activity may be conducted on any Lot if it is not permitted under the terms of the provisions of the zoning ordinance of the City of Ames applicable to the Ansley Ames Property.
- 3 No Owner may hold or allow to be held more than two garage sales in one year on any Lot. No garage sale may continue for more than three consecutive days.

Article 6. Other Use Restrictions.

- 1 No tent, trailer, recreational vehicle, camper, boat, truck rated larger than three quarters (3/4) of a ton, or other movable or temporary structures, shall be maintained or parked on a Lot, Common Area, or public street for a period of time exceeding forty-eight (48) consecutive hours or for more than twenty (20) days in any calendar year.
- 2 No camper, motor home, boat, trailer, tent, shack, garage, unfinished dwelling basement or Outbuilding shall be used at any time as a dwelling, unless approved by the Association Board.
- 3 No truck with a gross vehicle weight greater than forty-five hundred (4,500) pounds and no camper, motor home, boat, jet ski, snowmobile, trailer, commercial sized vehicle, mechanical equipment or similar property may be parked or maintained on any Lot or on the public street adjacent to any Lot (except entirely inside a closed garage); provided that this restriction shall not apply to what are customarily considered sport utility vehicles, passenger pick-up trucks, passenger vans, or "conversion vans", or to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot.
- 4 At no time shall an automobile, motorcycle, truck, camper, motor home vehicle, boat, jet ski, snowmobile, trailer, mechanical equipment, or similar property be disassembled, repaired, or serviced on any Lot, except inside a closed garage or dwelling.
- 5 No automobile, motorcycle, truck, camper, motor home, other vehicle, boat, jet ski, snowmobile, trailer, work van, work truck, mechanical equipment or similar property may be at any time parked or maintained in the yard on any Lot.
- 6 No animals, livestock, snakes, or poultry of any kind shall be raised, bred, or kept on any residential Lot except 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 dogs or three cats or combination of each may be kept on any one Lot at any one time. Animals must reside in the dwelling. Outdoors, dogs must be fenced in or kept in with an invisible fence, or on a leash at all times.
- 7 No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto except: (1) street markers, traffic signs, or any signs installed by the City of Ames, by other governmental entities or by the Declarant; (2) 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 OR if an address number sign for all homes in a phase of the development has been designed and required to be used by the homes in that phase; (3) a temporary sign which celebrates a birthday or special event may be up for 14 days or fewer; (4) a traditional high school "sport or activity" participant sign for no longer than the season of that sport and no longer than 90 days; and (5) a customary and traditional sign (one per Lot) advertising a Lot or dwelling for sale, not exceeding 1296 square inches (such as 36" x 36"). American or state flags and small decorative or seasonal flags are permitted. In the spirit of neighborhood harmony, political campaign or ideologically driven signs are not permitted. Except for address and owner identification signs, no signs shall be erected on any building elevation, or erected so that it is visible through window or glass openings. Professionally made signage on vehicles is exempt from this restriction. An Owner may request consideration for a variance for a temporary sign not in conformance with these standards through the Association. Any such request is subject to the discretion of the Association and as much as possible this discretion will be applied equally to requests.

- 8 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 what a reasonable person would consider to be a genuine annoyance or a genuine nuisance, either temporarily or permanently.
- 9 Regardless of whether conduct is intentional or unintentional and with knowledge or without, no noise, odor, light, or substance that might disturb the peace, quiet, and serenity of neighbors is allowed. The hours between 10:00 p.m. and 7:00 a.m. are considered quiet times.

Article 7. Landscaping.

- 1 The initial landscape upon construction for a Lot shall be approved by the Architectural Review Board.
 - 1.1 The Architectural Review Board will establish general landscape guidelines recommended for each type of Lot.
 - 1.2 The Architectural Review Board will establish general landscape guidelines to allow Owners to choose between various levels of maintenance requirements and expense.
- 2 Once approved, an Owner shall adhere to the landscape plan until an amendment is approved.
- 3 Each Owner must expend a minimum of \$1,000 for landscaping in addition to grass planting and street tree requirements. Landscaping shall include the number of two inch caliper trees required by the City of Ames Streetscape Plan. The Developer shall plant the trees necessary to comply with the City of Ames, Iowa, Streetscape Plan, and the Owner shall pay the wholesale cost thereof, not to exceed \$300 per planted tree.
- 4 The unpaved areas between a Lot boundary and the traveled portion of the public street (the "parking") will be seeded with residential cut grass and combined with required street trees. No rocks, brick, or bark mulch (except around trees), prairie grass, or other plantings are permitted in the parking. Street trees types as shown on the final lot construction plans shall be selected by the Developer and will be included on the dwelling landscape plans and installed with the Lot landscaping or upon installation of the sidewalk. All landscaping must be installed within eight months from the completion of construction.
- 5 All landscaping, including all trees in the public right-of-way, shall be maintained and replaced (as necessary) by the Owner in conformance with the standards established by the Architectural Review Board.
- 6 Following completion of construction of the improvements on any Lot, the front yard, side yard and rear yard other than those which are landscaped shall be fully sodded, but such parts of the yard which were previously seeded and have a full stand of grass shall not be required to be sodded. Developer will provide free of charge access to topsoil stock for 8" of topsoil to be returned to the Lot. Trucking from stockpile, which will be held on the Ansley Property, will be the responsibility of Owner.
- 7 Out of respect for neighborhood appearance, if front or side porches are furnished, it should be with indoor/outdoor furniture and not used as a storage place for other stored items or hanging clothing etc. Short term seasonal decorations are excluded from this restriction but limited to the 12 weeks at Christmas/Hanukkah or 3-4 weeks around a different holiday celebration.
- 8 No hedge or shrub planting that obstructs sight lines at elevations between thirty inches and ten feet above the roadways and alleys shall be placed or permitted to remain on any corner

lot within the triangular area formed by the street and alley property lines and a line connecting them at points thirty feet from the intersection of the street lines, or in the case of a rounded property corner within the triangular area formed from the intersection of the street property line with the edge of the driveway. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. If more restrictive than the terms of this paragraph, the ordinances of the City of Ames, Iowa, shall prevail over this paragraph.

- 9 An Owner shall keep the Lot free of debris and shall keep the grass mowed and weed free. Grass should be maintained so it does not exceed 6 inches in height.
- 10 If the Owner of a Lot does not commence construction within nine months after the purchase of a Lot from Declarant, the Owner shall be required to grade the Lot, seed the Lot with grass, and keep it properly mowed.

Article 8. Fences.

- 1 The Architectural Review Board shall review and approve fence style, height, material, plans, and locations in advance of construction or installation.
- 2 No fences shall be built or maintained on any Lot unless they conform to the guidelines and specifications prescribed by the Architectural Review Board. The purpose of the guidelines and specifications and of the approval process is to prevent a haphazard connection of differing fences between properties and to provide for a uniform fence appearance.
- 3 All fences must be maintained to installation quality.
- 4 Chain link fences and vinyl fences will not be permitted.
- 5 Wrought Iron or metal with a black powder coated factory finish, ornamental aluminum, masonry or combinations of masonry and wood or metal are all allowed. Wooden gates, trellises and pergolas will be permitted.
- 6 No fences or other structures may be built or maintained within the front building setback area or front and side setback area on a corner lot, 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 only exception to this guideline is fencing structures that have been integrally designed into the architecture of a designed home, such as a mason fence that extends from the side of a home. Fences shall be no taller than six feet.
- 7 The following specific guidelines apply:
 - 7.1 On Lots 1 through 6, inclusive, Ansley Subdivision, First Addition, fences, if desired, must be approved by the Architectural Review Board.
 - 7.2 On Lots 7 through 14, inclusive, Ansley Subdivision, First Addition, no fences shall be allowed in front or side yards on Lots 9 and 10, and one uniform fence style will be approved by the Architectural Review Board for all lots; however, fences are not required.
 - 7.3 On Lot 15, Ansley Subdivision, First Addition, no fences are allowed except for invisible pet fencing. Privacy walls near patios would be allowed if desired, to be approved by the Architectural Review Board.
- 8 No dog kennels or runs shall be allowed. "Invisible fences" shall be permitted.

Article 9. Sidewalks & Driveways.

- 1 The Owner of a Lot shall, at the Owner's expense, install public sidewalks in accordance with the specifications of the City of Ames and the Ansley Materials/Patterns Selection Book.
- 2 The installation and construction of the sidewalks shall be completed upon the earlier of: (a) substantial completion of the improvements on said Lot; or (b) twelve months following the purchase of the Lot from Declarant, as required by the City of Ames.
- 3 The driveway connecting an Owner's garage to a street, alley, or private access shall be constructed of Portland Concrete Cement or pavers as approved by the Architectural Review Board.

Article 10. Maintenance.

- 1 The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the Lot free of trash, weeds, and debris and to keep the lawn and landscaping well maintained and healthy.
- 2 The Owner and/or occupant of each Lot shall jointly and severally be responsible for maintaining the exterior of any dwelling, the driveway, fence, screening, and all other improvements.

Article 11. Surface water.

- 1 Every Owner shall comply with the grading plan. No Owner may alter the drainage patterns established by the grading plan without the approval of the Association Board.
- 2 Each Lot shall be subject to an easement for the flowage of surface water consistent with the grading and drainage plan.

Article 12. Rubbish.

- 1 The Association shall select the garbage collection contractor for all Lots in the Ansley Ames Property following a competitive bidding process.
- 2 On Lots having back alley access, no rubbish container shall be visible from the public right-of-way at any time other than one day before and one day after pickup day. All garbage retrieval on these Lots shall take place from the alley. On all other Lots, no rubbish container shall be visible from the front street with the exception of one day before and after the pickup day).
- 3 Construction waste containers shall be exempt from this provision; however, the builder or Lot owner shall be responsible for keeping the construction debris contained on the Lot and in the construction waste containers.

Article 13. Covenant for Assessments.

- 1 An Owner of each Lot agrees to pay to the Association:
 - 1.1 regular assessments or charges and
 - 1.2 special assessments for capital improvements and operating deficits, and other special assessments as provided in this Declaration,
- 2 The regular and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which

- each such assessment is made senior to all other liens except a first mortgage of record, municipal utilities, and any ad valorem taxes.
- 3 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 Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
- 4 The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Ansley Ames Property and for the improvement and maintenance of the Common Areas and for other purposes specifically provided herein. With respect to snow removal:
- 4.1 Snow removal in alleys and common areas shall be the responsibility of the Association.
- 4.2 Snow removal on privately owned driveways and sidewalks may be arranged, in the discretion of the Association, for additional fees.
- 4.3 Costs of snow removal for alleys shall be apportioned among Lots accessed by alleys.
- 5 In Addition to the regular assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of an improvement, which the Association is required to maintain or for operating deficits which the Association may from time to time incur. Costs construction, reconstruction, repair, or replacement of an improvement may be apportioned among Lots directly benefitted by an improvement.
- 6 The regular assessments, provided herein shall commence as to each respective Lot on the first day of the twelfth month following the date of the original conveyance from Developer to an Owner of a Lot.
- 7 The due dates for all assessments shall be established by the Association Board.
- 8 Any assessment not paid within thirty (30) days after the due date shall, in addition to being a lien upon such Owner's Lot, 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 voting rights of an Owner in Association matters shall be suspended during such period of delinquency. The Association may bring a judicial action against the Owner personally obligated to pay the same, or foreclose the lien against the Lot in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of a Lot.
- 9 The Association Board 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 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.
- 10 If any Lot subject to a lien created by any provision in this Declaration shall be subject to the lien of a first mortgage of record: (1) 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 (2) 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 the 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 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 deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent 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 shall not derogate the Association's right to collect said sums from the defaulting owner personally.

Article 14. Enforcement & Waiver.

- 1 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.
- 2 Wherever there is a conflict between this Declaration and the Zoning Ordinance of the City of Ames, the more restrictive provision shall be binding.
- 3 The Declarant or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration and 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.
- 4 The board of directors of the Association shall have the power to hear and resolve any complaint by an Owner against another Owner regarding any matter arising under this Declaration. The board of directors of the Association may prescribe policies and procedures regarding this power and may require a third-party neutral and mediation or arbitration of such disputes. The intent of this power is to maintain harmony among the Owners utilizing the greatest amount of discretion and sensitivity possible.

Article 15. Disclaimer.

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

Owner may exercise any rights such Owner may have against Declarant or otherwise seek to enforce the provisions of this Declaration against Declarant by an action in equity for specific performance or injunctive relief to which Declarant shall be subject. The remedies of specific performance and injunctive relief shall be the only remedies against Declarant for any exercise or failure to exercise any right (or duty or obligation, if any) of Declarant hereunder, for the making of an amendment or modification hereto by Declarant, for the granting of approval or withholding of approval required or permitted under the terms of this Declaration or for other matters arising therefrom, all other remedies being expressly waived.

3 Notwithstanding the foregoing, the rights and powers of the Declarant hereunder shall be deemed to have been disclaimed by Declarant five (5) years following the date on which Declarant conveys the last Lot it owns in Ansley Ames Property.

Article 16. Amendment of Covenants.

1 Until twelve months following the date on which the Declarant has sold all of the Lots, it may make amendments or modifications to this Declaration without the consent of any other Owners or any other party. Such amendments or modifications by the Declarant shall be effective only after all other Owners are provided with a copy of the amendment or modification by ordinary mail and the amendment or modification has been filed with the Story County Recorder.

2 Thereafter, this Declaration may be amended from time to time with the approval of the Owners of at least sixty percent of the Lots.

Article 17. Duration of Covenants.

1 Any "use restrictions" as defined by Iowa Code section 614.24(5) in this Declaration shall continue in effect for twenty-one years from the date of the recording of this Declaration unless renewed in the manner provided by law.

2 The covenants and conditions of Article 2, Article 3, Article 11, Article 12, Article 13, and Article 16 are deemed to be affirmative covenants within the scope of Iowa Code section 614.24(5)(b) and (c), which shall continue in effect until amended or revoked. All other portions of this Declaration that are not "use restrictions" as defined by Iowa Code section 614.24(5) likewise shall continue in effect.



« SIGNATURES ON PAGES FOLLOWING »

In Witness of this Declaration, Declarant has caused it to be subscribed and acknowledged below:

Dated October 26, 2023.

ANSLEY LAND, LLC

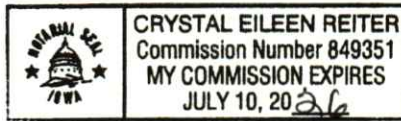
By: Steven W. Burgason
Steven W. Burgason, Manager

By: Anne F. Burgason
Anne F. Burgason, Manager

STATE OF IOWA, COUNTY OF STORY, SS.:

Steven W. Burgason and Anne F. Burgason each acknowledged this record before me on October 26, 2023, as managers of Ansley Land, LLC.

☞ Place STAMP of Notarial Officer Below ☜



Crystal E Reiter
NOTARY PUBLIC

In Witness of this Declaration, as a titleholder and contract vendor of certain lands within the Ansley Ames Property, the Burgason Enterprises, L.L.C., agrees and consents to the Declaration and has caused it to be subscribed and acknowledged below:

Dated October 30, 2023.

BURGASON ENTERPRISES, L.L.C.

By: Steven W. Burgason
Steven W. Burgason, Manager

STATE OF IOWA, COUNTY OF STORY, SS.:

Steven W. Burgason acknowledged this record before me on October 30, 2023, as manager of Burgason Enterprises, L.L.C.

Place STAMP of Notarial Officer Below



Crystal Reiter
NOTARY PUBLIC