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SHERYL J THUL, COUNTY RECORDER
BOONE IOWA

SPACE ABOVE RESERVED FOR RECORDER

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**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS APPLICABLE TO
BUCK HILL ESTATES, BOONE COUNTY, IOWA**

This Declaration of Covenants, Conditions, Easements and Restrictions applicable to Buck Hill Estates, Boone County, Iowa, (the "Declaration"), is made this 29th day of January, 2007, by **Hanson/Kinzler, L.L.C.**, an Iowa limited liability company ("**Declarant**").

WHEREAS, Declarant is the owner of certain real property known as **BUCK HILL ESTATES**, located in Boone County, and more particularly described on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Declarant is desirous of protecting the value and desirability of the whole of **BUCK HILL ESTATES**, including the real property described on Exhibit "A".

NOW, THEREFORE, Declarant hereby declares that Lots 1 through 52 and Outlots conveyed to the Association 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 of, and which shall run with the real property and be binding on all parties having any right, 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.

I. DEFINITIONS

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

- A. "**Accessory Structures**" shall mean any enclosed, covered structure not directly attached to the Dwelling to which it is appurtenant.

- B. **“Association”** shall mean the Buck Hill Owners Association, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa, its successors and assigns.
- C. **“Board”** shall mean the Board of Directors of the Association duly elected in accordance with the Bylaws of the Association.
- D. **“Buck Hill Estates”** or **“Property”** shall mean and refer to the real property located in the residential subdivision described more specifically on Exhibit “A” attached hereto.
- E. **“Common Area”** shall mean Outlots in the Subdivision and deeded to the Association.
- F. **“County”** shall mean Boone County, Iowa.
- G. **“Declarant”** shall mean and refer to the signatory hereto, its successors and assigns.
- H. **“Dwelling”** shall mean a single-family residential building or structure.
- I. **“Improvements”** shall mean and include buildings, Accessory Structures, driveways, parking areas, sidewalks, and any structure of any type of kind, and all additions to any of the foregoing.
- J. **“Lake Lot”** shall be Lots 9-12 and 14-21.
- K. **“Lot”** shall mean and refer to any individual platted numbered Lot in any addition to Buck Hill Estates, Boone County, Iowa.
- L. **“Owner of a Lot”** or **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot that is a part of Buck Hill Estates.
- M. **“Subdivision”** shall mean Buck Hill Estates, Boone County, Iowa.
- N. **“Horse Lot”** shall mean any Lot identified as such on a plat map or by a recorded instrument in the platting proceedings.
- O. Words and phrases in this Declaration, including the acknowledgment, shall be construed as in the singular or plural number, unless the context permits only one such number.
- P. Words defined elsewhere in this Declaration shall have that meaning throughout the Declaration and not just in the Section in which such word is defined, unless the definition expressly states otherwise.

II. DESIGNATION OF USE

All Lots in **BUCK HILL ESTATES** shall be known and described as single-family residential Lots, and shall not be improved, used or occupied for other than single-family residential purposes. No full time or part time business activity inconsistent with Article IV, paragraph Y hereof may be conducted on any Lot or in any building or structure constructed or maintained on any Lot in the Subdivision except model homes will be permitted during the construction period thereof and except that a home office business consistent with Article IV, paragraph Y hereof shall be allowed. The homes may not be duplexed or modified to accommodate a rental Dwelling for someone other than an immediate family member.

III. BUILDING AREA/MINIMUM HOUSE SIZES

A. No Dwelling shall be constructed or permitted to remain on any Lot in this Subdivision unless it meets the following minimum size requirements:

1. One-story Dwellings must have a ground floor finished area of not less than 1,600 square feet.
2. One and one-half story Dwellings must have a ground floor finished area of not less than 1,200 square feet and a total finished area of not less than 2,000 square feet.
3. Two-story Dwellings must have a ground floor finished area of not less than 1,200 square feet and a total finished area of not less than 2,200 square feet.
4. Split-level Dwellings must have not less than 1,300 square feet of finished area on the level or levels directly under the roof and a total finished area of not less than 2,000 square feet.
5. The computation of finished area of a Dwelling shall not include any porches, breezeways or attached or built-in garages.
6. No building shall be erected on any Lot unless the design and location are in harmony with existing structures in the Subdivision and approved as detailed in Article V hereunder.

B. Construction of all Dwellings must commence within 24 months of the date on the deed from Declarant to Owner and must be completed within 12 months of commencement of construction. All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete or other debris may not be placed on other land within the Subdivision. **IF THESE TIME FRAMES ARE NOT MET, THE OWNER OF RECORD, AT DECLARANT'S REQUEST, AGREES TO DEED THE PROPERTY BACK TO DECLARANT FOR 90% OF THE ORIGINAL PURCHASE**

PRICE. THERE WILL BE NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST FROM THE TIME OF THE ORIGINAL PURCHASE OF THE LOT TO THE TIME THE DEED IS CONVEYED TO DECLARANT. DECLARANT WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES AND TRANSFER TAXES. ON ISSUANCE OF AN OCCUPANCY PERMIT FOR A DWELLING, THIS RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT LOT.

C. No Dwelling shall be erected closer than 35 feet to the front or rear Lot line, nor shall any Dwelling be erected closer than 12 feet to the side Lot line(s) of any Lot. There shall be no setback requirements for Accessory Structures which have been approved by Declarant.

IV. GENERAL USE RESTRICTIONS and BUILDING SPECIFICATIONS

A. **Character.** No improvements shall be constructed, altered or maintained on any Lot other than one detached single-family Dwelling with an attached private garage and other Accessory Structures permitted by this Declaration.

B. **Exterior Foundations.** Exposed foundations must be painted to blend with exterior wall finishes. Exposed foundations greater than eight inches must be covered by an approved exterior wall finish matching the rest of the house.

C. **Siding.** The exterior of any Dwelling and garage located on any Lot shall be finished with a material of wood, brick, stone, stucco or simulated wood siding (steel, vinyl, cement board lap).

D. **Roofing Materials.** Roof materials shall be slate, tile, cedar shakes or composite shingles, or other types as approved pursuant to Article V hereof. Composite shingles shall be architectural grade, minimum thirty (30) year warranty. Shingle colors shall be muted earth tones compatible with and complementary to the exterior materials and colors in the Subdivision. White, and white blend roof shingles shall not be used.

E. **Mailboxes.** All mailboxes shall be placed according to United States Postal Service regulations. Individual mailboxes will not be permitted.

F. **Retaining Walls.** All retaining walls shall be constructed of stone or masonry products. No wood landscaping timbers shall be used to construct retaining walls, except for window well retaining walls not visible above grade.

G. **Landscaping.** The following minimum quantities of landscape plants shall be installed and maintained by Owner of the Lot after an occupancy permit has been issued:

| | |
|--|----|
| Deciduous Tree (2 1/2" cal.) or Evergreen Tree (min. 6' ht.) | 2 |
| Deciduous/Evergreen Shrubs | 10 |

Landscape treatment should be concentrated around the front and entrance of the house. Approximately 75% of all required plant materials shall be planted in the front and side yards within view of the street.

Within ninety (90) days after completion of the Dwelling on any Lot, the front yard and side yard shall be fully seeded or sodded. If weather conditions make the time element of this requirement impossible to fulfill, the Declarant shall establish a reasonable period of time for compliance, which in no event shall be longer than one (1) year from date of occupancy. Undisturbed natural area under dense tree cover may be kept in its natural state.

All fertilizers and other lawn treatment products used in the Subdivision shall be environmentally friendly, low-phosphate products.

- H. **Builder.** All homes must be built by a recognized home builder that builds a minimum of three homes annually.
- I. **Fences and Hedges.** No fences, walls, hedges or barriers shall be permitted upon Lots or adjoining property lines except as follows:
 - 1. Walls, fences or hedges along rear property lines and side property lines not abutting Common Areas shall not exceed (6) feet in height. Fences that abut Common Areas must maintain a 20' setback from the Common Area and shall not exceed 6' in height.
 - 2. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. Chain link fence, including chain link fence around a dog run, shall not be permitted unless it is black vinyl clad fence. All fences shall be kept in good repair and attractive appearance.
 - 3. No fences shall be built forward of the centerline of the house built on a Lot. All fences shall be either wood or vinyl clad. All wood fences shall be natural in color, stained or painted in soft, earth-tone colors so as to blend in with the terrain.
- J. **Accessory Structures.** One Accessory Structure will be allowed per Lot with architectural design to coincide with the Dwelling. The Accessory Structure must be constructed on the rear one-half of a Lot and shall be naturally screened from view of other Lots or Outlots. Except on Horse Lots, the size of the Accessory Structure shall not exceed one-half of the foundation square footage of the Dwelling, including garage space.
- K. **Security Lighting.** All outside lighting installed on each Lot shall be approved in writing, by Declarant, prior to installation. Street lights shall be provided by the Declarant and the power to operate same shall be paid by the Association. All outdoor light fixtures shall be designed, installed and maintained to prevent light

trespass beyond the boundaries of the Lot. Full "cut-off" outdoor light fixtures which emit no light at above the horizontal plane of the fixture shall be utilized for all dusk-to-dawn light fixtures exceeding 300 lumens and for all manually switched or sensor switched fixtures exceeding 1,000 lumens. Christmas lighting and other temporary outdoor lighting shall be exempt from this provision.

L. **Garbage Cans and Equipment, Outside Storage and Holiday Displays.**

No trash receptacles, garbage cans or recycling bins shall be located on a Lot unless hidden by an attractive screen of suitable height or unless sunken to ground level in a hole lined with permanent cribbing, except that garbage cans, trash sacks, recycling bins, yard refuse bags and other materials for collection by an authorized refuse collector may be placed at the pickup area designated by the authorized refuse collection company on the day before collection and may remain until the evening of the day of the scheduled collection. Items such as compost containers, lawn or garden equipment, building materials and other similar items shall be placed out of public view.

Firewood shall not be stored on the front or side of a Dwelling. Stacked firewood in excess of 4' long by 3' high shall be adequately screened from view and must be stacked in the rear yard and be at least twenty (20') feet from any rear or side yard Lot line. No material of any kind whatsoever may be stored in the front yard or side yard of a house (except that garden hoses may be stored in a side yard adjacent to an outside faucet if neatly coiled or contained on a hose reel), and no material of any kind shall be stored in a rear yard unless appropriately covered or screened from view of neighbors.

Only retractable or collapsible clotheslines are permitted. Such clotheslines shall be retracted or collapsed when not in use. All repair of motorcycles, automobiles or other vehicles shall be done out of public view. No exterior holiday decorations shall be erected more than six (6) weeks prior to the holiday and all exterior holiday decorations shall be removed within three (3) weeks following the holiday.

M. **Tents and Trailers.** No tent, trailer, boat, camper, motor home or truck rated larger than ¾-ton or other movable or temporary structure or enclosure shall be maintained or parked on any Lot or street within public view for more than a cumulative of thirty (30) days in any calendar year or for more than 48 consecutive hours.

N. **Temporary Structures; Mobile Homes.** There shall be no occupancy of temporary structures or partially completed structures. No Dwellings or Accessory Structures shall be moved onto any Lot. No mobile homes shall be permitted at any time.

- O. **Swimming Pools.** Swimming pools and hot tubs are allowed subject to the area being fenced in compliance with these restrictions and skirted in wood if above ground.
- P. **Satellite Dish.** Satellite dishes or parabolic devices in excess of twenty (20) inches in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.
- Q. **Exterior Animal Houses.** Animal runs or houses shall not be permitted unless they are located at the rear of the Dwelling or garage extending toward the rear of the Lot from that portion of the Dwelling or garage which is closest to the rear Lot line. Any animal house shall have the same external appearance, color and roof material as the Dwelling situated on the Lot. No animal house shall exceed twenty (20) square feet in area. No animal house or run shall be located within twenty (20) feet of a Lot line.
- R. **Towers and Antennas.** No extension tower or antennas of any kind shall be constructed or maintained on any Lot or on the exterior of the Dwelling.
- S. **Noxious Activities, Livestock.** No noxious or offensive activity, noise or odors shall be permitted on or to escape from any Lot, nor shall anything be maintained or done thereon which is or may become an annoyance or nuisance either temporarily or permanently. Except on Horse Lots, no animal, livestock, pig or poultry of any kind shall be raised, bred or kept on a Lot except that dogs, cats and other small commonly accepted domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes or sale to the public. In no event, however, shall more than a total of two (2) animals be maintained on any Lot, except Horse Lots. All animals shall be tied, kept on a leash, fenced or kept in an animal run at all times.
- T. **Horse Lots.** Horses shall be allowed on Horse Lots under the following conditions:
1. A Horse Lot may have no more than six horses or ponies kept on it. The area of each Horse Lot for pasturing and stabling the horses shall be fenced with Horse Fencing. The Horse Fencing shall extend to 10 feet from any roadway running parallel to the Fencing. Horses shall be kept only in the fenced area. Horse riding shall be allowed in the fenced area of Horse Lots and on adjoining public roads.
 2. Each Horse Lot Owner shall be responsible for controlling weeds, etc., on the Horse Lot and manure shall not be allowed to accumulate in more than natural amounts any place on a Lot.

3. Horse Fencing shall be maintained in good repair by the Owners of the Lots enclosed or separated by such fences. "Horse Fencing" shall be wood or vinyl fence three feet to four feet high, as approved under the terms of Article V hereunder.
- U. **Signage.** Once a Dwelling is sold and occupied, signage on that Lot, if any, shall be limited to (i) address signage, (ii) owner identification signs, (iii) "For Sale" signs, (iv) "Garage Sale" signs, (v) special event signs (such as birthdays, graduations, or anniversaries, hereafter "Event" signs) (vi) political signs and (vii) other signs approved in writing by Declarant. "For Sale" signs shall be displayed only while a home is for sale and must be removed the day following the closing of the sale. "Garage Sale" and "event" signs shall be displayed only one day before the sale or event, during the sale or event and must be removed by the day following the sale or event. Political signs shall be displayed only up to two (2) weeks prior to an election, the day of the election and must be removed by the day of the following election. Political signs not related to an election shall be displayed for a maximum of two weeks. Other signs permitted by Declarant shall be displayed for such times as authorized by Declarant. All such signs shall be limited to no more than a 39" wide and 24" high and shall be professionally constructed. No hand painted signs are allowed. Except for address and owner identification signs, no signs shall be erected on any building elevation, erected so that it is visible through window or glass openings or, except for vehicles displaying professionally made business signage, attached to vehicles parked within the Subdivision.
- V. **Weed Control.** The Owner or persons in possession of each Lot, whether vacant or improved, shall keep the Lot free of weeds and debris and agree that after written notice given by certified mail to such Owner or persons in possession by Declarant or the Association, such weeds shall be cut and such debris shall be removed within fifteen (15) days, failing which Declarant or the Association, as the case may be, may enter onto the property to cut such weeds or to remove or cause to be removed such debris, and shall have a right to action against the Owner of such Lot for the cost thereof.
- W. **Driveways.** No Dwelling or Accessory Structure shall be constructed, altered or maintained on any Lot unless it has a driveway from the street running to the Dwelling, which drive must be of sufficient area to park at least four (4) cars entirely off the street. All driveways shall be constructed of concrete, asphalt, brick or stone pavers. Gravel driveways are prohibited. All recreational vehicles shall be parked or stored in a private garage or shall be totally screened or otherwise not visible from street view or lake view if parked or stored for a period of more than 24 hours. No parking shall be allowed on any street.
- X. **Garages.** All Dwellings shall have, at a minimum, a two-car attached garage.

Y. **Home Occupations.** Home occupations shall be permitted provided they meet the following requirements:

1. Clients or customers coming to the Lot shall not be of such a number to require parking outside the driveway on the Lot.
2. There are no outward indications, signs or otherwise, indicating such business enterprise is being carried on the Lot.
3. Written authorization for such home occupation has been issued by the Board of Directors.

V. **BUILDING AND LANDSCAPE CONTROL**

All proposed building plans, including fences, exterior colors, Accessory Structures and location markers or monuments placed on lots must be submitted to Declarant or its designated architect, for approval prior to the construction of any Dwelling or Accessory Structure on any Lot. Building plans submitted to the Declarant will be deemed to have been fully approved in the event the Declarant has not disapproved such plans within ten working (10) days from date of submission to Declarant.

A deep-rooted vegetation buffer shall exist at all times between Buck Hill Estates and the Squaw Creek. The existing buffer of trees and grasses shall be maintained at the expense of the Association.

VI. **UTILITIES**

All utility connection facilities and services, including trunk and service lines for telephone, electricity and cable television, shall be located underground. Tanks for LP gas may be placed on lots but shall be shielded from view from any roadway.

VII. **WASTEWATER TREATMENT SYSTEMS; SANITARY SEWER SYSTEMS**

- A. All wastewater systems must comply with all state and local regulations in effect at the time of installation and be approved by the Boone County Health Department prior to construction of a Dwelling.
- B. All required on-site wastewater treatment systems shall be installed by the Owners. Mechanical on-site wastewater treatment systems shall be used only if other types of on-site wastewater treatment systems cannot be installed and operated. use of such mechanical systems shall comply with state and county law requirements of maintenance agreements.
- C. The Association shall contract for inspections every other year of all on-site wastewater treatment systems by an inspector qualified to conduct septic system

reviews in Boone County, Iowa, as required by the County. The reports shall be forwarded to the Boone County Health Department. Inspection fees shall be a part of the annual assessments. The Owners shall pay for all maintenance and repair required to comply with all county and state regulations.

- D. The Association shall fund and manage the Onsite Sewage Treatment System. The Association shall report to the Boone County Health and Sanitation Department as required by the County, but no more often than once every two years. The County shall have easement rights for purposes of entering Lots to inspect the System.

VIII. COMMON AREA RESPONSIBILITIES

The Association shall maintain the Common Area including, but not limited to, the following duties:

- A. Maintain the landscaping within the Common Area.
- B. Maintain any signage entry features, right-of-way and green space between any adjacent public road and the private streets within the Property.
- C. Maintain the lake within the Property.
- D. Maintain all private streets within the Property.
- E. Remove all snow and ice from the private streets located on the Property.
- F. Pay all costs of ownership of real estate including, but not limited to, taxes, insurance and maintenance.

The Association shall adopt rules and regulations as allowed by their governing documents to put in place such standards and assessments necessary to fulfill these responsibilities.

IX. EASEMENTS

- A. **Utility Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Buck Hill Estates. The owner or occupant of a Lot shall, at his or her own expense, keep and preserve that portion of the easement within his or her property in good repair and condition at all times and shall neither erect nor permit erection of any building structure or growth of trees within said easement.
- B. **Surface Water Flowage Easements.** The topography of Buck Hill Estates is such that surface water may flow from certain Lots onto other Lots. In regard to

all matters concerning surface water, each Lot shall be subject to such easements as may exist for the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time, and all Owners shall have such rights and obligations with respect thereto as may be provided by such law.

- C. **Lake Easement.** Declarant hereby grants to the Association a non-exclusive, irrevocable easement over, through and across Lots 9-12 and 14-21 to the extent reasonably necessary for the purpose of maintaining and repairing the shore line of the Lake or to prevent erosion of the remainder of said Lots, and an overflowage easement onto five (5) feet of such Lots in elevation above the normal water level of the Lake for the purpose of any overflow of water resulting from any precipitation, drainage into such Lake, or wind.

The Lake Easements are subject to the following conditions:

1. The Owner or Occupant of each Lake Lot shall not change the grade of or make any modifications to the portion of such Lake Lot located within twenty feet of the Lake or erect any improvements within twenty feet of the Lake without the prior written consent of the Declarant or of the Board, which consent shall be in sole discretion of the Declarant or Board, provided that if consent has previously been given one Lake Lot Owner to so change the grade of, or make improvements or modifications within said twenty foot area, then consent shall not be unreasonably withheld for all similar improvements or modifications in other Lake Lots. Declarant or the Association may require, as a condition to granting such consent, that such Lake Lot Owner or occupant, at the Owner's or occupant's expense, furnish an opinion from a civil engineer licensed in the State of Iowa that such modifications will not adversely affect the capacity of the Lake or increase any siltation of or erosion into the Lake.
2. The Owner of each Lake Lot, including Declarant, shall erect and maintain silt control fences or other similar devices at all times to prevent erosion from such Lot into the Lake until such time as such Lot has been sodded or otherwise landscaped so as to prevent erosion into the Lake. If an Owner of any Lake Lot, including Declarant, fails to adequately erect or maintain any such silt fences or other erosion control systems to prevent dirt from eroding from such Lake Lot into the Lake, and failure continues for more than three (3) days after written notice from Declarant, the Owners of any Lake Lot abutting the Lake Lot on which such default is occurring, or the Association, shall have the right and easement to enter upon the premises and erect or maintain silt fences or other erosion control systems and clean up or remove dirt and debris from the Lake Lot at the expense of the Owner of the Lake Lot which is not adequately maintained, and shall have a right of action against the defaulting Owner of such Lake Lot for collection of the costs thereof, plus the reasonable costs, including attorney's fees, plus

interest at a rate of twelve percent (12%) per annum from the date such cost is incurred.

3. No private docks may be constructed into the Lake or abutting any Lake Lot. No one shall have the right to use motorized boats on the Lake. No person shall enter the Lake for swimming or other activity except in emergency situations.

D. **Lake Access.** Declarant hereby grants to the Owners and Occupants of any and all Lots in Buck Hill Estates, and their guests, the right to use the Lake and any improvements thereon for recreational purposes in accordance with terms of this Declaration and conditions from time to time prescribed by the Board of Directors of the Association and kept on file with the Association.

X. **MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION**

A. **Membership.**

1. Every Owner of a Lot shall be a member of the Association. A person who is not an Owner of a Lot may not become a member in the Association and will not be allowed access or use of any Common Areas, other than as a guest or invitee of a member (which shall be subject to the Articles of Incorporation, Bylaws of the Association, and rules and regulations established by the Association from time to time), unless and until such person becomes the Owner of a Lot.

2. Membership shall be appurtenant to and may not be separated from ownership of any such Lot. Ownership of a Lot shall be the sole qualification for membership.

B. **Voting Rights.**

1. The Association shall have two classes of voting members:

CLASS "A"

Class "A" members shall be each Owner of a Lot, with the exception of Declarant. Class "A" members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote attributable to 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 one Lot.

CLASS "B"

The Class "B" member shall be Declarant. The Class "B" member shall be entitled to five (5) votes for each Lot owned. The Class "B" membership shall

cease for Lots and be converted to Class "A" membership for voting purposes on the happening of either of the following events, whichever occurs earliest:

- (i) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or
- (ii) On January 1, 2025.

For assessment purposes, Class "B" members shall retain their status on unimproved Lots. When improvements on a Lot are substantially completed, the assessment shall convert to the Class "A" rate.

2. The voting rights are further specified in the Bylaws of the Association.

XI. COVENANT FOR MAINTENANCE ASSESSMENTS

A. Creation of Lien and Personal Obligation. Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association assessments as provided in this Declaration. The assessments levied by the Association and any other charges against the Owner of a Lot set forth elsewhere in this Declaration, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot of such Owner and shall be a continuing lien upon such Lot senior to all liens except the first mortgage of record and any special assessments levied by the County. Such assessment or charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment or charge fell due.

B. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of carrying out the general duties and powers of the Association, including, but not limited to operation, maintenance, repair, reconstruction, restoration, replacement, or alteration of the Common Area to the Subdivision, real estate taxes and insurance coverage of the Association and its property, any legal or other costs of enforcement of this Declaration, and for such reasonable reserves as the Board deems necessary. In making such assessments, the amount to be levied shall be equal to and limited to the actual cost to the Association of providing those functions and services set forth in this Declaration.

C. Rate of Assessment. The assessments levied on and against Lots within the Subdivision and the Owners thereof shall be a share of the total amount of assessment prorated equally among the Owners of such Lots as of the beginning of the period for which such assessment applies.

D. Procedures. All assessments shall be made in the manner and subject to the following procedure:

1. Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title of the

assessable property and deposited in the United States mail with postage prepaid, or may be given by posting a notice of the assessment upon the assessable property itself.

2. Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided, unless the assessment by its own terms provides for payment in monthly, quarterly or semi-annual installments, in which case each payment shall be due as stated in the notice. From and after the date when said payment is due, it shall bear interest at lesser of (i) the rate of twelve percent (12%) per annum, or (ii) the maximum rate allowed by law, until paid and such payment and interest shall constitute a lien upon the assessable property which lien shall continue in full force and effect until the assessment is fully paid. The Board may also impose a late charge in such amount as it shall establish from time to time and set forth in any notice of assessment to defray the Association's administrative costs associated with collecting delinquent assessment payments.

Notwithstanding any other provision herein, the Association may bring an action at law against the Owner personally obligated to pay any assessment, or may foreclose the lien against the assessable property in the manner provided for foreclosure of a mortgage, or both, and all costs incurred by the Association, including attorney fees, shall be added to the amount of such assessment. No Owner of assessable property may waive or otherwise be relieved of liability for the assessments provided for herein by non-use of the Common Areas or abandonment of its assessable property.

3. The term "assessable property" shall mean all Lots within the Subdivision which are subject to this Declaration whether or not such Lot has a Dwelling or Accessory Structures constructed on it and whether such Lot is vacant or occupied.

XII. GENERAL PROVISIONS; DURATION OF DECLARATION

A. Specific Enforcement of Restrictions; Declarant/Board Remedies. Declarant and each Owner of a Lot in the Subdivision which is subject to the terms and conditions of this Declaration shall have the right to enforce this Declaration and each and every covenant, condition, provision, restriction and term of this Declaration and in the event of the breach of any such covenant, condition, provision, restriction or term contained in this Declaration, Declarant and each Owner shall have the right to exercise all rights and remedies available at law or in equity and to Declarant/Owner Remedies as defined herein. All Owners of Lots within the Subdivision covenant and agree, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and that this Declaration may be specifically enforced by Declarant or the Board. All remedies provided for

in this Declaration or which are otherwise available at law or in equity shall be cumulative. Neither Declarant, the Board nor any Owner of a Lot which is subject to the terms of this Declaration shall have any liability to any person or entity for any failure to enforce any provision of this Declaration.

Declarant/Board Remedies shall include, but not be limited to, the following:

If an Owner fails to comply with any provision in this Declaration and such failure continues for more than ten (10) days after written notice from the Declarant or the Board, then the Declarant or the Board shall have the right and easement to enter upon the premises and perform such acts at the expense of the Owner of the Lot where such failure to act has occurred and shall have a right of action against the Owner of such Lot for collection of the costs thereof, plus reasonable costs, including attorney fees, of collecting such amount, plus interest at the lesser of (a) twelve percent (12%) per annum or (b) the maximum rate allowed by law for the date such cost is incurred and shall have a lien against such Lot from the date an Affidavit reciting the giving of such notice, the performance of such work and the cost thereof is filed in the office of the Recorder of BooneCounty, Iowa, until such amount, plus the reasonable costs, including attorney fees of collecting such amount and costs of filing such lien incurred by lienholder is paid in full. Within ten (10) business days of receipt of payment in full, an affidavit reflecting satisfaction shall be recorded by the original affiant.

B. Breaches Deemed to be a Nuisance. Every act or omission that violates, in whole or in part, any of the covenants, conditions, provisions, restrictions and terms contained in this Declaration is hereby declared to be a nuisance, and every remedy allowed by law or equity therefor shall be applicable against the party who so violates this Declaration and may be exercised by Declarant or the Board.

C. Attorneys Fees. In the event, in the reasonable opinion of the Board or Declarant, it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration, including, but not limited to, the costs of obtaining and/or continuing an abstract of title to the Lot in question, the costs of any contemplated or actual legal proceedings, and the costs of preparation and presentation of any evidence shall be the obligation of the Owner of the Lot which is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration; however, such Owner shall not be obligated for any such attorneys fees and costs incurred by such Declarant or the Board if the Owner offers to settle the matter for an amount equal to or greater than that finally approved by a court of competent jurisdiction and/or by taking or forbearing from the requested action, as appropriate. If such costs and attorneys' fees are not paid within ten (10) days from the date of written notice thereof by the Board or Declarant to the Owner of such Lot, said fee and costs shall thereupon constitute a lien against the Lot in question, the same as the lien for the general assessment pursuant to the provisions of Article XI hereof, and all interest and remedies applicable to such lien shall apply thereto.

D. Inspection. Declarant or representatives of the Association who are authorized by the Board may, from time to time, at any reasonable hour or hours, enter and inspect any Lot subject to this Declaration to ascertain compliance therewith.

E. Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Association, or any Owner of a Lot which is subject to this Declaration to enforce any condition, covenant, provision, restriction, reservation or term of this Declaration in any one instance shall not be deemed a waiver of the right to do so thereafter nor shall it be deemed to constitute a waiver of the right to enforce any other condition, covenant, provision, restriction, reservation or term of this Declaration.

F. Rights of Third Parties. Nothing in this Declaration shall be construed so as to impose or create any duty or obligation on either Declarant, the Association or any Owner of any Lot which is subject to this Declaration to the benefit of the general public, third parties, or invitees, guests, employees, agents, principals or licensees of any Owner or Occupant of any Lot which is subject to this Declaration.

G. Liability. Neither the Declarant nor the Association, nor their respective members, shareholders, directors, managers, officers, employees, agents and representatives shall have any liability to or for damages of any sort to any Owner or Occupant or to any other person or entity for any exercise or failure to exercise any right or duty or obligation, if any, of Declarant or Association hereunder, or in any manner arising therefrom, or for the granting of approval or withholding of approval, required or permitted under the terms of this Declaration, except as in Declarant's or the Association's capacity as the Owner of any Lot that is subject to this Declaration. Any Owner of a Lot which is subject to this Declaration may, however, exercise any rights such Owner may have against the Declarant or Association or otherwise seek to enforce the conditions, covenants, provisions, restrictions, reservations and terms of this Declaration against such Declarant or the Association, by an action in equity for specific performance or injunctive relief, to which Declarant or Association shall be subject. These remedies of specific performance and injunctive relief shall be the only remedies available against Declarant or the Association (except as in Declarant's or the Association's capacity as the Owner of any Lot that is subject to this Declaration) for any exercise or failure to exercise any right, duty or obligation, if any, of Declarant or Association hereunder, or in any manner arising herefrom, or for the granting of approval or withholding of approval required or permitted under the terms of this Declaration, all other remedies being expressly waived by acceptance of a deed to any Lot within the Subdivision.

H. Condemnation. In the event of any partial taking by a governmental body or other entity that has the power of eminent domain that involves a taking of all or part of Improvements to be constructed by Declarant, the Owners of each Lot agree, by acceptance of a deed to such Lot, whether or not it is so expressly stated in such deed, that the Association shall have and shall be deemed to have an interest in proceeds to be paid for such taking in the amount necessary to repair, restore or replace the portion of such Improvements so taken as near as practicable to a functional whole to serve the same purpose after such taking as the facility so taken served prior to such taking. To the extent that the Association does not receive its own award or payment from the condemning authority or the award or payment received is

inadequate to cover the cost of repair, restoration or replacement of such Improvements, the Owners of each Lot receiving such award or payment shall pay to the Association pro rata from their awards or payments the amount necessary for the Association to complete such repair, restoration or replacement of such Improvements. In the event that the awards or payments received from such condemnation are inadequate to pay the entire cost to complete such repair, restoration or replacement of such Improvements, then the remaining cost shall be assessed against all Owners of Lots in the Subdivision in proportion to their respective assessment shares. All amounts due to the Association from the Owners of any Lot shall constitute a lien against the property in question, the same as the lien for the general assessment pursuant to the provisions of Article IV hereof, and all interest and remedies applicable to such lien shall apply thereto.

I. Estoppel Certificates. The Association shall issue to any Owner of a Lot or to any mortgagee of, or purchaser from, any Owner of a Lot, an Affidavit Explanatory of Title or Estoppel Certificate in such form as may reasonably be requested. The Association shall be entitled to establish a reasonable fee for the provision of a certificate in accordance with the foregoing provisions and may condition the delivery of such certificate upon the payment of the applicable fee.

J. Covenants Binding and Running with the Land. Each of the conditions, covenants, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant, the Association, and the Owners of each Lot in the Subdivision, and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

K. Duration. This Declaration and all conditions, covenants, provisions, restrictions, reservations and terms hereof shall be binding for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.

L. Amendment of This Declaration. This Declaration may not be altered, amended, modified, supplemented or terminated, in whole or in part, except in writing and as provided in this Section. Declarant may, by written declaration signed and acknowledged by them and recorded in the Office of the Recorder for Boone County, Iowa, alter, amend, supplement, add to, or terminate such conditions, covenants, indentures, restrictions and reservations of this Declaration, provided, however, that such alteration, supplement, addition, amendment or termination shall insure provisions for the continued operation, maintenance, repair, restoration and replacement of Improvements to the Subdivision, and further provided that no such alteration, amendment, supplement, addition, or termination may change the manner of assessment of any Owner except in a manner applied uniformly to all Owners. No such alteration, amendment, modification, or change shall reduce or modify the rights or obligations granted to, or imposed upon, the Association with respect to the continued operation, maintenance, repair, restoration and replacement of the Declarant Improvements to the Subdivision and the power to levy assessments therefor or to eliminate the requirement that there be an Association unless some other person or entity be substituted for the Association and succeed to all of its rights and duties under this Declaration. It is expressly understood that no

such alteration, amendment, supplement, addition, or termination shall require the consent of any Occupant, Owner, or any mortgagee of any Lot or from the County.

M. Release Upon Sale. Subject to the provisions of this Section, if an Owner of a Lot sells, transfers, or assigns its Lot (other than as security for a loan), the Owner shall be released from its future obligations under this Declaration. It shall be a condition precedent to such release and discharge that any and all amounts that shall then be due and payable by such Owner shall have been paid, and that such Owner shall give written notice to the Association of any such sale, transfer, conveyance, or assignment concurrently with the filing for record of the instrument effecting the same.

Notwithstanding anything in this Declaration to the contrary, it is expressly understood and agreed that any first mortgagee that shall have acquired title to any Lot, or portion thereof, through foreclosure or deed in lieu of foreclosure, shall not be personally liable for any obligations under this Declaration that arose with respect to the obligations of the Owner of such Lot prior to the date such mortgagee acquired title thereto; provided, however, that any existing lien or right to a lien against such Lot allowed by this Declaration or as a result of the enforcement of this Declaration with respect to matters occurring before such mortgagee so acquired title thereto and shall continue and remain in full force and effect.

N. Severability. In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

O. Time of Essence. Time is of the essence with respect to the performance of each of the conditions, covenants, terms and provisions of this Declaration.

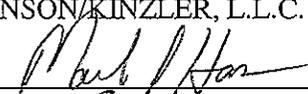
P. Governing Law. This Declaration shall be construed in accordance with the laws of the State of Iowa.

Q. Captions. The captions of the Articles, Sections and Subsections of this Declaration are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

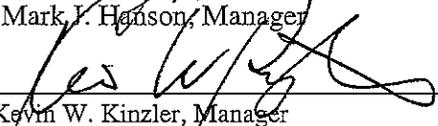
Signed and dated this 29 day of January, 2007.

HANSON/KINZLER, L.L.C.

By


Mark J. Hanson, Manager

By


Kevin W. Kinzler, Manager

STATE OF IOWA, STORY COUNTY, ss:

On this 29th day of January, 2007, before me, Notary Public in and for the State of Iowa, personally appeared Mark J. Hanson and Kevin W. Kinzler, to me personally known, who being by me duly sworn did say that these persons are Managers of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Mark J. Hanson and Kevin W. Kinzler acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Notary Public in and for the State of Iowa

MARIANNE S. HARRELSON
IOWA NOTARY SEAL
Commission Number: 176454
My Commission Expires: 10-14-09

EXHIBIT "A"

**LEGAL DESCRIPTION
OF
BUCK HILL ESTATES**

That portion of Section 1, Township 84 North, Range 25 West of the 5th P.M., Boone County, Iowa, more particularly described as follows:

Beginning at the Southeast corner of said Section 1; Thence N 89°50'31" W, 1,291.95 feet along the South line of the Southeast Quarter of the Southeast Quarter (SE 1/4 - SE 1/4) to the Southwest corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 - SE 1/4) of said Section 1; Thence N 00°30'22" E, 1,331.76 feet along the West line of the Southeast Quarter of the Southeast Quarter (SE 1/4 - SE 1/4) to the Northwest corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 - SE 1/4) of said Section 1; Thence N 89°07'20" W, 1,310.19 feet along the South line of the Northwest Quarter of the Southeast Quarter (NW 1/4 - SE 1/4) to the Southwest corner of the Northwest Quarter of the Southeast Quarter (NW 1/4 - SE 1/4) of said Section 1; Thence N 88°58'55" W, 132.10 feet along the South line of the Northeast Quarter of the Southwest Quarter (NE 1/4 - SW 1/4) of said Section 1; Thence S 89°33'41" W, 1,183.38 feet along the South line of the Northeast Quarter of the Southwest Quarter (NE 1/4 - SW 1/4) to the Southwest corner of the Northeast Quarter of the Southwest Quarter (NE 1/4 - SW 1/4) of said Section 1; Thence N 00°03'42" W, 1,314.05 feet along the West line of the Northeast Quarter of the Southwest Quarter to the Northwest corner of the Northeast Quarter of the Southwest Quarter (NE 1/4 - SW 1/4) of said Section 1; Thence N 00°16'36" W, 1,315.04 feet along the West line of the Southeast Quarter of the Northwest Quarter (SE 1/4 - NW 1/4) to the Northwest corner of the Southeast Quarter of the Northwest Quarter (SE 1/4 - NW 1/4) of said Section 1; Thence N 00°16'36" W, 1,912.71 feet along the West line of the Northeast Fractional Quarter of the Northwest Quarter (NE FRL 1/4 - NW 1/4) to the Northwest corner of the Northeast Fractional Quarter of the Northwest Quarter (NE 1/4 FRL - NW 1/4) of said Section 1; Thence N 89°56'46" E, 1,310.69 feet along the North line of the Northeast Fractional Quarter of the Northwest Quarter (NE FRL 1/4 - NW 1/4) to the North Quarter corner of said Section 1; Thence S 89°55'58" E, 830.21 feet along the North line of the Northwest Fractional Quarter of the Northeast Quarter (NW FRL 1/4 - NE 1/4) to the Northwest corner of Lot 1 in the Northwest Fractional Quarter of the Northeast Quarter (NW FRL 1/4 - NE 1/4) of said Section 1; Thence S 00°11'57" E, 445.00 feet to the Southwest corner of said Lot 1; Thence S 89°55'58" E, 489.51 feet along the South line of Lot 1 to the Southeast corner of said Lot 1; Thence S 00°11'57" E, 1,478.91 feet along the East line of Lot Two in the Northwest Fractional Quarter of the Northeast Quarter (NW FRL 1/4 - NE 1/4) to the Southeast corner of the Northwest Fractional Quarter of the Northeast Quarter (NW FRL 1/4 - NE 1/4) of said Section 1; Thence S 00°11'57" E, 840.59 feet along the East line of the Southwest Quarter of the Northeast Quarter (SW 1/4 - NE 1/4) to the Northwest corner of the South 29 Rods of the Southeast Quarter of the Northeast Quarter (SE 1/4 - NE 1/4) of said Section 1; Thence S 89°39'34" E, 1,316.14 feet along the North line of the South 29 rods of the Southeast Quarter of the Northeast Quarter (SE 1/4 - NE 1/4) to the Northeast corner of the South 29 rods of the Southeast Quarter of the Northeast Quarter (SE 1/4 -

NE 1/4) of said Section 1; Thence S 00°07'28" E, 478.52 feet along the East line of the Southeast Quarter of the Northeast Quarter (SE 1/4 - NE 1/4) to the Northeast corner of the Northeast Quarter of the Southeast Quarter (NE 1/4 - SE 1/4) of said Section 1; Thence S 00°44'59" W, 1,319.74 feet along the East line of the Northeast Quarter of the Southeast Quarter (NE 1/4 - SE 1/4) to the Northeast corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 - SE 1/4) of said Section 1; Thence S 00°44'59" W, 1319.74 feet along the East line of the Southeast Quarter of the Southeast Quarter (SE 1/4 - SE 1/4) to the Point of Beginning at the Southeast corner of said Section 1; containing 362.264 acres.