COVENANT SUMMARY
Harvest Meadows Plats 1, 2, and 3

Square Footage Minimums:

Ranch	1,000 sq. ft*
Story and a Half	1,100 sq. ft*
Two Story	1,350 sq. ft*
Split Level	Not Allowed

**Exclusive of attached garages, breezeways, and porches*

Utilities:

Electric	MidAmerican Energy
Gas	MidAmerican Energy
Internet	Century Link; Mediacom
Water	Des Moines Water Works

School District: Bondurant-Farrar High School

HOA: Yes/Managed by: Kimberley Development; 515.963.8335, HOA@kimdev.com

HOA Fees: Initiation fee of $250 at closing; $100 annually thereafter.

Exterior Elements Excluded: Trash and recycling receptacles must be hidden by an attractive screen of appropriate height. Place at designated area the day before collection and removed the evening of collection.

Exterior lighting installed is not to disturb the adjacent resident; light poles not to exceed 10 ft. and located no closer than 20 ft from any property line.

Flag poles permitted but must be unlit.

Front Elevation Material Requirements: N/A

Garage Minimum: Two Car

Siding Material Excluded: No steel siding

Fence Material Allowed: Upon approval; at least 48", no more than 72", black vinyl-coated chain link, electric, or wood fencing, located behind dwelling only. All fencing to be kept in good repair and attractive appearance.

Storage Sheds, Play Structure Requirements: Any exterior structures must first be approved, placed in the rear yard, and finished in earth tone conservative color design that will blend well. Maximum of 2 structures per lot. No structure will be located closer than 10 ft from any lot line, unless granted specific approval.

Street Tree Requirements: N/A

Landscaping Requirements: One tree of specific diameter and height.

Lot stays mowed, free of weeds, debris, and trash; grass should not exceed 6 inches in height.

Pets: Dogs, cats, and other common pets are allowed if they are not boarded, bred, or maintained for commercial purposes.

All pets outside must be leashed and accompanied by an adult. Dog runs are not allowed.

Doc ID: 037511300012 Type: GEN
Kind: RESTRICTIVE COVENANT
Recorded: 01/25/2022 at 12:49:54 PM
Fee Amt: $62.00 Page 1 of 12
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2022-00006746
BK 18962 PG 416-427

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HARVEST MEADOWS

Preparer Information:
Bryan M. Loya
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:
N/A

RETURN TO

Return Document To:
Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263

Grantor:
Harvest Meadows, L.C.

Grantee:
N/A

Legal Description:
Lots One (1) through Thirty-nine (39), inclusive, 40A, 40B, 41A, 41B, 42A, 42B, and Forty-three (43) through Fifty (50), inclusive, in Harvest Meadows Plat 1, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa.

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HARVEST MEADOWS

THIS DECLARATION is made this 19th day of Jan., 2022, by Harvest Meadows, L.C., an Iowa limited liability company ("Declarant").

RECITALS:

WHEREAS, Declarant, concurrently herewith, has subdivided, developed and platted Harvest Meadows Plat 1 in the City of Bondurant, Polk County, Iowa ("Harvest Meadows"), and is the owner of Lots 1 through 39, 40A, 40B, 41A, 41B, 42A, 42B, and 43 through 50 in said Harvest Meadows; and

WHEREAS, Declarant is desirous of establishing certain covenants, conditions, easements and restrictions for the benefit of the owners of the Lots.

NOW, THEREFORE, Declarant hereby publishes and declares that the Lots shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions, all of which are for the purpose of enhancing and protecting the value and attractiveness, and desirability of the Lots, and all of which shall run with the land and shall be a burden upon and a benefit to, any and all parties acquiring or owning any right, title or interest in any part of the Lots, and their heirs, successors, assigns, grantees, executors, administrators and devisees.

I. DEFINITIONS

A. "City" shall mean the City of Bondurant, Iowa.

B. "Declarant" shall mean Harvest Meadows, L.C., and its successors-in-interest and assigns.

C. "Lot" shall mean and refer to Lots 1 through 39, inclusive, 40A, 40B, 41A, 41B, 42A, 42B, and Lots 43 through 50, inclusive, as shown on the recorded plat of Harvest Meadows Plat 1.

D. "Owner" shall mean a person the person or persons who from time to time collectively hold the entire fee title to a Lot, including sellers under executory contracts of sale (but shall not include any person or entity who holds such fee title merely as security for a loan, unless and until such person has succeeded to ownership by enforcement of its remedies under such security instruments).

E. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless the context permits only one such manner.

II. DESIGNATION OF USE

The use of all Lots shall be limited to single-family residential use with not more than one single-family dwelling on each Lot, and may be developed only with other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No full-time or part-time business activity may be conducted on

any Lot or in any building or structure on any Lot, except to the extent of a home occupation permitted by the City Zoning Ordinance, and except that home builders may maintain model homes during construction, and Declarant may maintain a sales office during its development and sales of the Lots in Harvest Meadows.

A. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.

B. No trailer, boat, camper, motor home, or other movable or temporary structure or enclosure shall be maintained or parked on any Lot or street within public view for more than thirty (30) cumulative days in a calendar year and never more than three (3) consecutive days. No truck rated larger than 3/4 ton or commercial vehicles with ladder racks shall be maintained or parked on any Lot or street within public view. No vehicle of any kind shall be parked, housed or kept in back of a dwelling or in any outbuilding constructed on a Lot.

C. No mobile home or Manufactured Homes as defined in the Code of Iowa shall be placed on or erected on any Lot.

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

E. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event however, shall more than three dogs be maintained on any one lot at any one time. All pets outside of a dwelling must be on a leash and accompanied at all times by an adult. Dog runs are strictly prohibited.

F. Any construction or earth moving on any Lot(s) (whether greater or less than one acre in size) shall be in compliance with all statutes, rules and/or ordinances relating to storm water and erosion control compliance and permitting. The Owner understands and agrees that he/she is the sole responsible permittee for the Lot(s) with respect to compliance with all terms, provisions and requirements of the NPDES Storm Water Discharge Permit No. 2, the storm water pollution prevention plan which includes the Lot(s) and any and all applicable storm water and/or erosion control statutes, rules and ordinances.

Each Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to: 1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the lot(s) identified above; and/or 2) any alleged violation of any NPDES, storm water and/or erosion control statute, rule or ordinance, after the date of sale of the Lot(s).

III. DESIGN AND CONSTRUCTION

A. In order to preserve the general design for the development of the whole of Harvest Meadows, no structure or other improvement, or addition thereto, shall be erected upon any Lot unless the plan, design, building materials and location thereof shall have been first approved by the Declarant or such person or persons designated by the Declarant for this purpose. Approval of such plans shall not be unreasonably withheld.

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

C. No building shall be erected on any Lot nearer than the building setback lines as shown on the recorded plat.

D. No building or structure shall be constructed, altered or maintained on any Lot unless it has a driveway running from a street to the dwelling, which must be Portland cement concrete and not less than sixteen (16) feet in width. No driveway shall run behind the dwelling on any Lot.

E. All dwellings must be constructed with the minimum of a two-car attached or built-in basement garage. Detached garages are strictly prohibited.

F. The exterior of any dwelling, garage or outbuilding located on any Lot shall be finished in an earth tone conservative color design that will blend well with the abutting subdivisions.

G. The pitch of the roof of all dwellings must be a minimum of 3/12, unless otherwise approved in writing by the Declarant. All roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade, with a minimum thirty-year (30) warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures.

H. Playhouses, utility buildings, storage sheds or other similar structures shall be permitted; provided that any such structure shall be located only in rear yards, and further provided that no more two (2) such structures shall be located on any one Lot. No such structure shall be located closer than ten feet (10') from any Lot line, unless the Declarant has specifically approved the structure and location. All such structures shall be approved by the Declarant or the Board of Directors of the Association for design and material prior to construction.

I. Neighborhood mailbox cluster units shall be installed by the Declarant according to United States Postal Service regulations. The Owner and/or occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

J. No Owner shall cause any change in grade, slope, depths of any pond or detention basin, drainage swale or overland flowage easement located on his/her/its Lot or any neighboring Lot once the initial Lot grade has been established. No Owner shall cause a change in water table for his/her/its property or any neighboring Lot. The finished grades for dwellings constructed on each Lot shall be established to permit positive drainage away from the house. Upon completion of construction of a dwelling, finish grades of that Lot shall be graded back to the original, engineered design-built grades of the final plat, established by the engineer of construction drawings and as-built grading plans approved by the City, including all drainage swales, overland flowage areas, and any detention basins or ponds. Additionally, the Lot Owner, home builder, or contractors shall restore all Lots on which their building activities may have caused, (1) a disturbance of final soil stabilization, (2) a disturbance of newly seeded ground for soil stabilization, or (3) removal of silt fencing, to their original condition prior to construction activities. All such restoration shall be completed within seven (7) days following completion of the dwelling's construction.

K. Except as provided in Section L below, dwellings shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches as follows:

(i) One-story dwellings must have a minimum of 1,100 square feet of finished floor area directly under roof.

(ii) One and one-half story dwellings must have a finished floor area of at least 1,350 square feet above grade.

(iii) Two-story dwellings must have a finished floor area of at least 1,350 square feet above grade.

(iv) Split-foyer and split-level plans are not allowed in Harvest Meadows.

L. Dwellings constructed on Lots 40A, 40B, 41A, 41B, 42A, and 42B shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches of 1,000 square feet of finished floor area directly under roof.

M. The Declarant has agreed to construct a storm water management facility consisting of drainage tile lines, detention basins and a storm water retention area, and has agreed to appropriate easements required to install and maintain said storm water management facility. The Association and the Owner of each Lot in the Association shall be responsible for the ongoing maintenance, repair and replacement of the storm water management facility as required by the City. In particular, the Owner of each Lot shall have the responsibility to maintain, repair and replace any drainage title lines and detention basin located on their Lot. In the event that a Lot Owner does not maintain, repair or replace the drainage tile lines on that Owner's Lot, the Association shall have the right to complete the necessary maintenance, repair or replacement and assess the Owner's Lot for all costs related to such work, including but not limited to attorney's fees and costs. In the event that a Lot Owner does not maintain, repair or replace the detention basin on that Owner's Lot, the Association shall have the right to complete the necessary maintenance, repair or replacement and assess all Lots for all costs related to such work, including but not limited to attorney's fees and costs.

IV. LANDSCAPING AND FENCES

A. Within sixty (60) days of completion of the dwelling on a Lot, the full yard shall be fully sodded, except where the topography, conservancy districts, creek slopes or tree cover does not make sodding practical, and the remainder of the rear yard to the rear lot line shall be seeded or sodded. If weather conditions make the time requirement for sodding impossible to comply with, Declarant shall establish a reasonable period of time for compliance.

B. No fences shall be permitted upon any Lot except as follows:

(1) **Approved in writing by Declarant prior to commencement of construction.**

(2) No fence shall be constructed/permitted unless it is at least 48", but no more than 72", black vinyl coated chain link or wood fence, unless otherwise approved by Declarant. The fence screening material shall be mounted on the exterior face of the fence posts or fence framing. All fences shall be kept in good repair and attractive appearance.

(3) No fence shall be constructed forward of the dwelling's back building line, and shall not be constructed within a drainage easement area without the prior written consent of the City.

(4) Electronic fences shall be located in the rear yard only and should not permit a dog to roam near a public sidewalk.

C. Within thirty (30) days of completion of a dwelling on a Lot, a minimum of one (1) tree must be planted on the Lot having a diameter measuring at least one and one-half inches (1 1/2") measured two (2) feet vertically from the ground level. The party purchasing the Lot from the Declarant shall be responsible for planting these trees and cannot transfer said responsibility to party who first occupies the dwelling as a residence.

V. SATELLITE DISHES, ANTENNAS, POLES

A. Satellite dishes or parabolic devices in excess of thirty-six inches (36") in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dish or parabolic device shall be mounted on the rear elevation of the dwelling or garage, 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.

B. No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any Lot or on any dwelling, garage or other permitted structure. All antennae shall be concealed with the attic space of the dwelling or garage.

C. No light pole shall be used or placed upon any Lot that extends more than ten feet (10') above grade. All light poles shall be of a residential design and shall be positioned on a Lot in a manner that will avoid direct lighting onto adjoining Lots. In no event shall a light pole be located any closer than twenty feet (20') from any property line. Flag poles are permitted but must be uplit.

VI. MISCELLANEOUS RESTRICTIONS

A. No sign of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (i) street markers, traffic signs and other signs displayed by the City or other governmental units; (ii) signs which have been approved by the Declarant or its authorized agent not exceeding 18 inches by 24 inches in size upon which there shall only be exhibited the street number or name, or both, of the resident; and (iii) a customary sign (one per Lot) advertising a dwelling for sale, not exceeding 1296 square inches in area. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the Lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those Lots and remove said signs. Real estate signs by the Declarant will be permitted until such development is completed. Declarant reserves the right to install entrance and directional signs with respect to Harvest Meadows, at locations and of design determined by the Declarant, and in a manner consistent with the ordinances of the City.

B. All trash and recycling shall be kept in the appropriate waste receptacle at all times. No trash receptacles, garbage cans, or recycling bins shall be located upon a lot unless hidden by an attractive screen of appropriate height. Garbage cans, trash sacks, recycling bins, yard refuse bags, and other materials for collection by an authorized refuse collector may be placed at the designated pickup area on the day before collection and may remain until the

evening of the day of scheduled collection. No material of any kind whatsoever may be stored in the front yard.

C. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells or septic systems shall be permitted on any Lot.

D. Only non-permanent, children's pools are allowed.

E. Freestanding basketball hoops are permissible for use on driveway or concrete surface.

VII. EASEMENTS

Certain perpetual easements are reserved as shown on the recorded plat of Harvest Meadows Plat 1, and/or as may be granted to the City by the Declarant and filed of record in the Office of the Polk County Recorder. Except as otherwise provided in an easement filed of record in the Office of the Polk County Recorder, or as may be otherwise set forth herein, the owner or occupant of a Lot shall, at his/her own expense, keep and preserve that portion of the easement within his/her Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.

VIII. SIDEWALKS

The purchaser of a Lot shall, at the purchaser's expense, install public sidewalks in accordance with specifications of the City upon the earlier of the date the dwelling is built upon the Lot, or within one year of purchase of the Lot from the Declarant.

IX. MAINTENANCE OF LOTS AND SURFACE WATER

A. The owner or person in possession of each Lot, whether vacant or improved, shall keep the same well maintained, groomed and mowed at a height not to exceed six (6) inches, free of uncut weeds, rubbish, garbage and debris. Damaged or dead trees and shrubbery will be trimmed out or removed. Failing this, the Owner agrees that upon receipt of written notice from the Declarant or Association to mow or cut such vegetation, trim or remove damaged trees or shrubbery, and/or remove such debris within ten (10) days, the Owner will be subject to a combination of remedies recognized at law or equity.

B. Vegetation in conservancy easements, flowage easements, creek channels, drainage ways and/or timbered areas shall not become overgrown with weeds, but may be planted with in ground-cover species appropriate to the topography and land form. Conservancy easement areas shall be maintained in their native condition present on the date of this Declaration. Except for dead or diseased trees, no mature trees (greater than 4" caliper measured two (2) feet from the ground) shall be removed.

C. The topography of Harvest Meadows 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, an all Owners shall have such rights and obligations with respect thereto as may be provided by such law.

X. EXECUTIVE COMMITTEE

A. Establishment/Function

The Declarant's Executive Committee (the "Executive Committee") is hereby established. The Executive Committee shall consist of the Manager or Managers of the Declarant or the designee (s) of such Manager or Managers. The functions of the Committee shall be to interpret and apply these Covenants, Conditions, Easements and Restrictions and to review building plans as described below in Article XI during the time that property is being developed. These Covenants, Conditions, Easements and Restrictions may also be enforced by any affected Lot Owner. Notwithstanding anything to the contrary herein, Declarant shall have the sole authority to approve any alternative building plan, design, material or other deviation of the requirements contained in this Declaration.

B. Meetings, Quorum and Vote

The Executive Committee shall meet at a reasonably convenient time and place within ten (10) days after receiving the request of any interested party. One-half of the members of the Committee shall constitute a quorum. A majority vote of the Executive Committee members present (assuming a quorum present) shall be sufficient for Committee action and decision.

C. Election of Replacement Committee

If the Executive Committee should be discontinued, regarding the property, Declarant shall designate a successor entity to carry out the duties of the Executive Committee, but only with respect to the property described in this Declaration.

D. Executive Committee Procedure

(1) Design review by the Executive Committee is intended to protect and enhance the distinctive character and natural attractiveness of the Harvest Meadows area. All buildings, structures or appurtenances thereto, to be erected, constructed, established, altered or enlarged within the property must be reviewed and approved by the Executive Committee as described below in Article XI.

(2) The Executive Committee shall consider and approve or disapprove the materials required to be submitted pursuant to these Covenants, Conditions, Easements and Restrictions.

(3) Prior to change of any building's exterior character by remodeling or alteration, the Owner, or his or her designated agent, shall secure the written approval of the Executive Committee.

XI. REVIEW AND APPROVAL OF PLANS

A. Plans and Specifications to be Submitted for Approval.

(1) Final site plan documents drawn to scale outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:

(a) Property legal description with scale and arrow on plan showing North;

(b) Building locations including setback dimensions;

(c) Driveways and sidewalks;

(d) Special features, such as fencing, lighting, underground utilities, playhouses, utility buildings, storage sheds, outbuildings and mechanical equipment;

(e) Contour lines or slope of draining;

(f) Landscaping plan, submitted prior to installations;

(g) Size, height, type and color of any sign; and

(h) Parking areas, points of access, as well as any easements for access and means of screening; and

(i) Any other document requested by the Executive Committee.

(2) Final building plans and specifications outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:

(a) Floor plans, exterior elevations and sections;

(b) Square footage of buildings, including playhouses, storage sheds and other outbuildings;

(c) Exterior paint colors and material samples for exposed exterior materials; and

(d) Perspective rendering or photo, if available; and

(e) Any other item or specification requested by the Executive Committee.

XII. PARTY WALLS

A. Each wall which is built as a part of the original construction of the homes and garages upon the Properties and placed on the dividing lines between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration and the rights of the Association, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

C. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

D. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Lot and shall pass to such Owner's successors in title.

XIII. COVENANT ENFORCEMENT/GENERAL PROVISIONS

A. Penalties

In addition to the remedies described below in paragraph B or elsewhere in this Declaration, the Declarant is hereby authorized to levy against any Lot in violation of this Declaration of Covenants, Conditions, Easements and Restrictions an assessment penalty not to exceed $100 for each day a violation of this Declaration continues beyond thirty (30) days after notice of a violation has been given by the Declarant to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing or by personal service. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Declarant shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Polk County, Iowa. If the Owner has not fully complied with the terms of this Declaration within thirty (30) days after receiving notice, or thirty (30) days after second publication of notice, the Declarant shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Declarant. Any Lot Owner objecting to the notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Declarant. Assessment of the penalty shall be stayed pending a hearing and final decision by the Declarant.

B. Specific Enforcement of Restrictions

All Owners of Lot 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, the City, or an adversely affected Lot Owner.

C. Attorney's Fees

In the event 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 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.

D. Covenants Binding and Running with The Land.

Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant and the Owners of each Lot, 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.

It is the intent that, notwithstanding anything in the Code of Iowa to the contrary, all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be covenants running with the land for the full period specified in this Declaration without further action by either Declarant or any Owner of any Lot in Harvest Meadows. However, in the event that Section 614.24 of the Code Iowa, as the same may be amended or replaced, may require that a verified claim be filed in the Office of the Recorder for Polk County, Iowa prior to the twenty-first anniversary of the date of this Declaration or the twenty-first anniversary of the last filing of such verified claim in order to continue all or some of the covenants of this Declaration, including, but not limited to, any covenant, term, provision or restriction that is or may be considered a use restriction, reversion or right of reverter, in effect throughout the applicable periods specified in this Declaration, then:

(1) any or all of the Owners of the Lots, acting jointly or severally, shall file all verified claims necessary to keep all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration;

(2) a verified claim filed by Owner of a Lot in Harvest Meadows shall be valid and binding upon all the then Owners of Lots in Harvest Meadows, and their successors and assigns, with the same effect as if executed by all such persons, and in order to facilitate filing of any verified claim required to so continue all or any of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration in full force and effect, each Owner of a Lot is hereby irrevocably appointed the attorney-in-fact for all of the other interested parties for the purpose of filing any such verified claim.

E. Duration.

Any easements granted in or pursuant to this Declaration, and any other provisions of this Declaration to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for the payment of costs associated therewith, shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration.

Except as provided in the preceding paragraphs of this Article, the covenants, conditions, restrictions and easements in this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for an initial period of twenty-one years after the date they are recorded in the Polk County Recorder's Office, unless sooner modified or terminated as provided in paragraph C of this Article.

F. Amendment of This Declaration

This Declaration may be amended in writing by an instrument signed and filed of record in the Office of the Polk County, Iowa Recorder, by at least fifty-one percent (51%) of the Lot owners, if the Declarant does not own a Lot. Notwithstanding the foregoing, the Declarant retains the sole right to amend this Declaration for any reason whatsoever so long as Declarant, its successors or assigns, has an ownership interest in any Lot.

G. 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.

H. Captions

The captions of the articles, sections and any paragraphs, of this Declaration, or the lack thereof, are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

I. Membership in Association

Every Owner of a Lot shall be a Member of the Harvest Meadows Owners Association, Inc. (the "Association") and shall be subject to assessments made by the Association pursuant to the Declaration of Owners Association for Harvest Meadows filed of record in Polk County.

Dated this 19th day of January, 2022.

HARVEST MEADOWS, L.C.
DECLARANT

Jenna Kimberley
By: Jenna Kimberley, Manager

STATE OF IOWA)
)SS:
COUNTY OF Dallas)

This record was acknowledged before me on this 19th day of January, 2022, by Jenna Kimberley, Manager of Harvest Meadows, L.C.

Janelle Valadez
Notary Public in and for Said State
My commission expires 9/5/22

JANELLE VALADEZ
Commission Number 819963
My Commission Expires
September 05, 2022

12

Doc ID: 039504550002 Type: GEN
Kind: RESTRICTIVE COVENANT
Recorded: 06/21/2024 at 01:53:29 PM
Fee Amt: $12.00 Page 1 of 2
Revenue Tax: $0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2024-00030765
BK 19831 PG 698-699

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HARVEST MEADOWS

Preparer Information:
Bryan M. Loya
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

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N/A

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Harvest Meadows, L.C.

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N/A

Legal Description:
Lots One (1) through Thirty-nine (39), inclusive, 40A, 40B, 41A, 41B, 42A, 42B, and Forty-three (43) through Fifty (50), inclusive, in Harvest Meadows Plat 1; and Lots One (1) through Thirty-six (36), inclusive, in Harvest Meadows Plat 3, all Official Plats, now included in and forming a part of the City of Bondurant, Polk County, Iowa.

Document or instrument number of previously recorded documents:
Book 18962, Page 416

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HARVEST MEADOWS

THIS FIRST AMENDMENT TO DECLARATION is made this 9 day of April, 2024.

WHEREAS, a Declaration of Covenants, Conditions, Easements and Restrictions for Harvest Meadows was executed on January 19, 2022, by Harvest Meadows, L.C., an Iowa limited liability company ("Declarant") and filed of record in Polk County, Iowa, on January 25, 2022, in Book 18962, Page 416 (hereinafter "Declaration"); and

WHEREAS, the undersigned Declarant, pursuant to rights granted under Article XIII(F) of the Declaration as filed, has the right to amend the terms of the Declaration as herein provided.

WHEREAS, Declarant desires to subject Lots 1 through 36 in Harvest Meadows Plat 3 to the terms of the Declaration.

NOW, THEREFORE, the undersigned Declarant does hereby modify the Declaration as follows:

1. "Lot" as defined in Article I(C) of the Declaration is amended to include the following described real estate:

   Lots 1 through 36 in Harvest Meadows Plat 3.

2. Any general references in the Declaration to "Harvest Meadows" and/or "Harvest Meadows Plat 1" shall also include reference to "Harvest Meadows Plat 3."

3. In all other respects, the Declaration shall remain unaffected and be enforceable as filed.

Dated on this day and year first written above.

HARVEST MEADOWS, L.C., an Iowa limited liability company, Declarant

By: Jenna Kimberley
Jenna Kimberley, Manager

STATE OF IOWA)
) ss
COUNTY OF DALLAS)

This record was acknowledged before me on this 9th day of April, 2024, by Jenna Kimberley, Manager of Harvest Meadows, L.C.

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
BRYAN M. LOYA
Commission Number 836329
My Commission Expires
December 20, 2024