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Carol "Cindy" Hol, Recorder
Dallas County IOWA

Prepared by & Return to: Nathan Barber, 3101 Ingersoll Avenue, Des Moines, IA 50312 (515) 279-9059

**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS
AND RESTRICTIONS**

THIS DECLARATION is made this 5th day of June, 2006 by **COUNTRY CLUB VIEW, L.C.**, an Iowa limited liability company (the "Declarant").

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

Lots 1 - 71 in MAPLE GROVE WEST PLAT 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa.

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

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

I. DEFINITIONS.

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

- A. "Plat" shall mean and refer to the real property described as Lots 1 - 71 in MAPLE GROVE WEST PLAT 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa.
- B. "Declarant" shall mean and refer to Country Club View, L.C., an Iowa limited liability company, its successors or assigns.
- C. "Lot" shall mean and refer to an individual parcel of land within the Plat.
- D. "Building Lot" shall mean and refer to one or more Lots, or one or more Lots and the portion or portions of adjacent platted Lots in the Plat, used for the construction of one dwelling as herein permitted.

- E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot that is a part of the Plat.
- F. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.
- G. "City" shall mean the city of West Des Moines, Iowa.

II. DESIGNATION OF USE.

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

III. BUILDING TYPES.

- A. No building or structure shall be constructed, altered, or maintained on any Building Lot other than a detached single family dwelling with an attached private garage.
- B. No building or structure of any kind shall be moved onto any Lot.
- C. The construction of any building or structure on any Building Lot shall be performed utilizing then acceptable construction methods and procedures, including (but not limited to) on-site "stick-built" construction and/or off-site modular or panelized construction.

IV. BUILDING AREA DESIGN AND CONSTRUCTION.

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

- A. One and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,250 square feet; ranch dwellings must have a finished area of not less than 1,100 square feet.
- B. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.
- C. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.
- D. All exterior painted portions of any dwelling, garage or Outbuilding located on any Lot shall be finished with one of the colors designated in writing by Declarant as being acceptable exterior color. All exterior painted portions of dwellings that are repainted shall be re-painted in one of such colors.
- E. All roof material shall be CertainTeed brand or shingle of equal color, quality and appearance thereto.
- F. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

V. GARAGES AND DRIVEWAYS.

All dwellings shall have a minimum of a two-car attached garage. All dwellings shall have a portland cement concrete driveway not less than 16 feet in width and running from the city street to the garage.

VI. TEMPORARY AND OTHER STRUCTURES; CERTAIN USES.

No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, watercraft, trailer, unfinished dwelling basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no camper, motor home, watercraft, trailer, or mechanical equipment may be parked or maintained on any Lot (except inside a garage) or on the public street, other than on a temporary basis; provided that this restriction shall not apply to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time may any vehicle, trailer or camper be parked or maintained in the yard of any Lot. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling.

VII. FENCES.

No fences or other structures may be built or maintained within the front building setback areas as shown on the Plat as recorded and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including chain link fence around a dog run, shall be permitted unless it is a black vinyl clad fence. All fences shall be kept in good repair and attractive appearance.

VIII. EASEMENTS.

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

IX. ACCESS EASEMENTS.

Each Owner and/or occupant of Lots 15, 16, and 27 shall, at the expense of such Owner and/or occupant, maintain, keep, and preserve that portion of the access easement granted by recorded instrument and depicted on the Final Plat within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within the easement area. Maintenance shall include (but is not limited to) replacement, repair, snow and ice removal, and general policing of the access easement to keep the area free of trash, debris, and other unnatural articles.

Any construction, replacement or repair of the access easement located within Lots 15 and 16 shall be accomplished by mutual agreement of the Owners of Lots 15 and 16. Such Owners shall pay an equal one-half (1/2) share of the cost of any construction, replacement or repair of the access easement. Each such Owner agrees to reasonably cooperate with the other Owner in initiating, supervising and paying for

the construction, replacement, repair and maintenance of the access easement. In the event of a dispute, each Owner agrees to submit the matter to binding arbitration pursuant to Chapter 679 of the Code of Iowa.

X. NUISANCES.

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

XI. STORM WATER DISCHARGE PERMITTING REQUIREMENTS.

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

During the ownership of the Lot, Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

XII. SIGNS.

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

XIII. TRASH RECEPTACLES.

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

XIV. UTILITIES.

All utility connection facilities and services shall be underground.

XV. TOWERS AND ANTENNAS.

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

XVI. MAINTENANCE.

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

XVII. CERTAIN ANIMALS PROHIBITED.

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

XVIII. ACCESSORY STRUCTURES.

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

XIX. SURFACE WATER.

The topography of the Plat is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.

XX. BUFFER PARKS.

The Owners and/or occupants of Lots 6 through 15, inclusive, shall at the expense of such Owner and/or occupant, maintain, keep, and preserve that portion of the buffer park easement area shown on the Plat within his/her/its Lot free of trash, debris, and weeds and keep the lawn and landscaping well maintained and healthy. The Association shall maintain, keep, and preserve the Buffer Parks in Outlots "V", "W", "X"

and "Y" as shown on the Plat free of trash, debris, and weeds and keep the lawn and landscaping well maintained and healthy. The buffer park easement areas and the Buffer Parks shall be maintained in substantial compliance with the Maple Grove West Plat 1 Buffer Landscaping Plan, including (but not limited to) replacement of the required buffer plantings. No fences or other structures may be built or maintained within the buffer park easement areas or Buffer Parks as shown on the Plat as recorded.

XXI. HOMEOWNERS ASSOCIATION.

A. DEFINITIONS.

In addition to the definitions set forth above, the following terms shall have the following definitions, except as otherwise specifically provided:

1. "Association" shall mean and refer to Maple Grove Home Owners Association, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, 2005.
2. "Association Responsibility Elements" shall mean the following:
 - (i) All signs, monuments, fountains and similar entrance features and the landscape plantings and materials surrounding the entrance signs utilized by the Plat and any plats added to the Association in the future.
 - (ii) All landscape plantings and materials and the lawn areas in the Buffer Parks designated as Outlots "V", "X" and "Y" and the North 30 feet of Outlot "W" of the Plat and any plats added to the Association in the future.
 - (iii) Common Areas located within the Plat and any plats added to the Association in the future.
 - (iv) The public trail located in Outlot "X" of the Plat and any plats added to the Association in the future.
3. "Board of Directors" shall mean and refer to the Board of Directors of the Association.
4. "Common Areas" shall mean and refer to Outlots "V", "W", "X", and "Y" of the Plat.
5. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

B. MEMBERSHIP AND VOTING.

Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership. Subject to provisions hereof, the Owners of a Lot shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member of the Association until Declarant no longer owns any portion of any Lot, or until Declarant waives, in writing, its right to be the sole voting member, Declarant shall have the right to elect all Directors and to cast all

votes as it deems appropriate. Each Owner by acceptance of a deed to a Lot shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

The voting Members shall elect a Board of Directors of the Association as prescribed by the Bylaws of the Association. The Board of Directors shall manage the affairs of the Association.

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

Unless the Articles of Incorporation or the Bylaws of the Association otherwise provide, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than five (5) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President or Secretary, or the officer or persons calling the meetings, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at his/her/its address as it appears on the records of the Association, with postage thereon prepaid.

C. ASSESSMENTS.

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

The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Plat and any plats added to the Association in the future; and for the insurance, improvement, maintenance, repair, replacement, removal and demolition of the Association Responsibility Elements, for payment of real estate taxes on the real property titled in the name of the Association and for other purposes specifically provided herein. The Association shall continuously hold title to the Common Areas and shall timely pay real estate taxes and assessments relating to the Common Areas.

A portion of such annual assessment shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the Association Responsibility Elements. Notwithstanding the foregoing, Declarant may use any reserve funds, if established, to defray operating costs, as it deems appropriate.

In addition to the annual assessment authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, removal or demolition of a capital improvement that the Association is required to maintain or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Declarant shall not be liable for any annual assessment or special assessments upon Lots owned by it. Declarant is not responsible for the establishment of a budget as long as Declarant is the sole voting member of the Association. The Association and Declarant are not required to submit statements for assessments to any Owner.

Both annual assessments and special assessments must be fixed at a uniform rate for all Lots and shall be collected by the Association, in advance, in annual installments due on January 1. All payments shall be made on or before the due date. Upon conveyance of a Lot from the Declarant to another party, the annual assessment and special assessments prorated to December 31 must be paid to the Association.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Eighty and 00/100 Dollars (\$180.00) per Lot. Thereafter, the maximum annual assessment may be increased effective January 1 of each year at an amount fixed by the Board of Directors. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates for all assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified 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.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The assessment shall be paid prior to or at the closing of sale or transfer of any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

D. MAINTENANCE.

The Association shall provide all maintenance, repair, replacement, removal and demolition of the Association Responsibility Elements (except the City shall be responsible for snow and ice removal on the public trail located in Outlot "X"), including (but not limited to) all necessary painting, repairs, replacements and care of signs, monuments, fountains and other structures, and all necessary repairs, replacements and maintenance of lawns, shrubs, trees, and other elements of landscaping in the Common Areas and Buffer Parks in a manner consistent with the level of maturity and development of the landscaping at the time that the repair, replacement or maintenance activity occurs. In the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, or the Owner's family, guests, invitees, agents or contractors, the cost of such maintenance or repairs shall be assessed to such Owner.

E. **INSURANCE.**

The Association shall purchase and maintain a comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall insure the Association and the Owners against claims relating to the Association Responsibility Elements. The Association shall pay the premiums for all such insurance hereinabove described and the cost thereof shall become a part of the monthly assessment.

F. **ADDITION OF PROPERTY.**

Declarant shall have the right at any time to convey additional Common Area to the Association. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional Common Area to the Association in the future. The Association shall be obligated to accept any additional Common Area so conveyed by Declarant and to hold and maintain the additional Common Area pursuant to the terms of this Declaration.

Declarant shall have the irrevocable right to subject additional land to the terms of this Declaration at any time in the future without the consent of the Association. The additional land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the additional land shall automatically become Members of the Association in the same fashion as described in this Declaration and shall be subject to the same applicable terms, conditions, duties and assessments as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Recorder of Dallas County, Iowa. No approval of the Association or any other person shall be necessary.

XXII. ENFORCEMENT OF COVENANTS.

This Declaration shall be deemed to run with the land, and the Declarant or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs if the Declarant or Owner prevails in any such action.

XXIII. AMENDMENTS OF COVENANTS.

This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Provided, however, until the Declarant has sold all of the Lots, it may make amendments or modifications to this Declaration without the consent of any other Owners or other party. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the Recorder.

XXIV. PERIOD OF COVENANTS.

This Declaration shall continue and remain in full force and effect at all times as to the Plat and as to the Owners of any Lot, regardless of how title was acquired, until the date twenty-one (21) years after the recording of this Declaration, on which date this Declaration shall automatically be extended for two (2) successive periods of five (5) years each, unless on or before the end of the base period, or the first

extension period, the Owners of not less than fifty percent (50%) of the Lots, by written instrument duly recorded, declare a termination of the same.

XXV. ENFORCEMENT AND WAIVER.

- A. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.
- B. The Plat shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.
- C. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Plat.

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

COUNTRY CLUB VIEW, L.C., an Iowa limited liability company

By: _____

John D. Gamble, Secretary

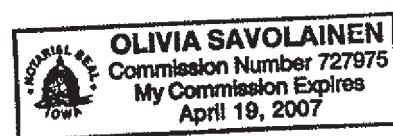
STATE OF IOWA)
)ss:
COUNTY OF DALLAS)

On this 5th day of June, 2006 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JOHN D. GAMBLE, to me personally known who, being by me duly sworn, did say that he is Secretary of the Iowa limited liability company executing the foregoing instrument, that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers and that JOHN D. GAMBLE acknowledged execution of the instrument to be the voluntary act and deed of the limited liability company by it voluntarily executed.

By: _____

Printed Name: _____

Notary Public





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Carol "Cindy" Hol, Recorder
Dallas County IOWA

Prepared by & Return to: Joel D. Huston, 3101 Ingersoll Avenue, Des Moines, IA 50312 (515) 279-9059

**FIRST AMENDMENT TO DECLARATION OF RESIDENTIAL
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT is made this 8th day of August, 2006, by **COUNTRY CLUB VIEW, L.C.**, an Iowa limited liability company, Declarant of the Declaration of Residential Covenants, Conditions and Restrictions recorded July 25, 2006 in Book 2006 at Page 11921, in the records of Dallas County, Iowa (the "Declaration").

WHEREAS, pursuant to the Declaration, Declarant has established and placed certain covenants, conditions, restrictions and easements on the following described real estate:

Lots 1 - 71 in MAPLE GROVE WEST PLAT 1, an Official Plat, now included in and forming a part of West Des Moines, Dallas County, Iowa.

WHEREAS, Declarant desires to amend the Declaration to subject the following described real estate to the terms of the Declaration:

Lots 1 - 30 in MAPLE GROVE WEST PLAT 2, an Official Plat, now included in and forming a part of West Des Moines, Dallas County, Iowa (the "Additional Land").

WHEREAS, pursuant to Article XXII, Section F of the Declaration, Declarant has the right to convey additional common area to the Association and the right to subject additional land to the terms of the Declaration at any time without approval or consent of the Association or any other person.

WHEREAS, pursuant to Article XXIII of the Declaration, until Declarant has sold all of the Lots subject to the Declaration, Declarant has the right to make amendments to the Declaration without the consent of any other Owners or other party.

WHEREAS, Declarant owns certain Lots subject to the Declaration.

WHEREAS, Declarant desires to amend the Declaration and subject additional common area and the Additional Land to the terms of the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The Additional Land is hereby subjected to the terms and conditions of the Declaration and the Owners of Lots within the Additional Land shall automatically become members

of the Association in the same manner as described in the Declaration and are hereby subjected to the same terms, conditions, duties and assessments as described in the Declaration.

2. Outlot "A" in Maple Grove West Plat 2, an Official Plat, West Des Moines, Dallas County, Iowa (the "Additional Common Area") shall be conveyed by the Declarant to the Association and the Association shall hold and maintain the Additional Common Area pursuant to the terms and conditions described in the Declaration, including, but not limited to, maintenance of all landscape plantings and materials and lawn areas in the Buffer Park designated as Outlot "A".
3. The following Article XXVI relating to maintenance of the pedestrian easement is added to the Declaration:

XXVI. PEDESTRIAN EASEMENT.

Each Owner and/or occupant of Lots 16 and 17 in Maple Grove West Plat 2 shall, at the expense of such Owner and/or occupant, maintain, keep, and preserve the pedestrian easement granted by recorded instrument and depicted on the Final Plat of Maple Grove West Plat 2 within Lots 16, 17 and Outlot "A" at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within the easement area. Maintenance shall include (but is not limited to) replacement, repair, snow and ice removal, and general policing of the pedestrian easement to keep the area free of trash, debris, and other unnatural articles.

Any construction, replacement or repair of the pedestrian easement shall be accomplished by mutual agreement of the Owners of Lots 16 and 17 in Maple Grove West Plat 2. Such Owners shall pay an equal one-half (1/2) share of the cost of any construction, replacement or repair of the pedestrian easement. Each such Owner agrees to reasonably cooperate with the other Owner in initiating, supervising and paying for the construction, replacement, repair and maintenance of the pedestrian easement. In the event of a dispute, each Owner agrees to submit the matter to binding arbitration pursuant to Chapter 679 of the Code of Iowa.

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


IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date and year first above written.

COUNTRY CLUB VIEW, L.C.,
an Iowa limited liability company

By: _____
John D. Gamble, Secretary

STATE OF IOWA)
)ss:
COUNTY OF DALLAS)

On this 2nd day of August, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JOHN D. GAMBLE, to me personally known who, being by me duly sworn, did say that he is Secretary of the Iowa limited liability company executing the foregoing instrument; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers and that JOHN D. GAMBLE acknowledged execution of the instrument to be the voluntary act and deed of the limited liability company by it voluntarily executed.

By: 
Printed Name: _____
Notary Public

