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**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HIGHLAND MEADOWS**

Preparer Information:

Bryan M. Loya
475 Alice's Road, Suite A
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:

N/A

Return Document To:

Wilson & Egge, P.C.
475 Alice's Road, Suite A
Waukee, Iowa 50263

Grantor:

Bill Kimberley, LC

Grantee:

N/A

Legal Description:

See Exhibit "A".

Document or instrument number of previously recorded documents:

Book 2014, Page 5591/ Book 2016, Page 11402/Book 2016, Page 11459/Book 2016, Page 11528/
Book 2017, Page 15535/Book 2018, Page 4816/Book 2018, Page 4832/Book 2020, Page 13752/ Book
2020, Page 13760/ Book 2018, Page 5300

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIGHLAND MEADOWS**

THIS THIRD AMENDMENT TO DECLARATION is made this 22nd day of March, 2021.

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Highland Meadows was executed on April 29, 2014, by Matrixx Management, LLC, an Arizona limited liability company, and filed of record in Dallas County, Iowa, on May 12, 2014, in Book 2014, Page 5591, as amended by a First Supplemental Declaration filed July 7, 2016 in Book 2016, Page 11459, an Amendment to Declaration filed July 7, 2016 in Book 2016, Page 11528, a Corrected Amendment to Declaration filed August 9, 2017 in Book 2017, Page 15535, a Second Amendment to Declaration filed March 29, 2018 in Book 2018, Page 4816, and a Second Supplemental Declaration filed April 5, 2018 in Book 2018, Page 5300 (hereinafter "Declaration"); and

WHEREAS, Declarant rights were assigned to HM Development Co., LLC, an Arizona limited liability company on April 18, 2016 and filed of record in Dallas County, Iowa on July 6, 2016 in Book 2016, Page 11402, further assigned to East Urban Investments, LLC, an Arizona limited liability company on March 27, 2018 and filed of record in Dallas County, Iowa on March 29, 2018 in Book 2018, Page 4832, and further assigned to Bill Kimberley, LC, an Iowa limited liability company (hereafter "Declarant") on June 9, 2020 and filed of record in Dallas County, Iowa on June 16, 2020 in Book 2020, Pages 13752 and 13760.

WHEREAS, the undersigned Declarant, pursuant to rights granted under Section 15.2 of the Declaration as filed, being the owner of a portion of the Property in Highland Meadows, has elected to amend the Declaration as filed in accordance with the terms hereafter.

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

1. Section 4.17 of the Declaration shall be deleted in its entirety and is replaced with the following:

4.17 Landscaping and Maintenance; Reconstruction. Within ninety (90) days of acquiring a Lot with a Dwelling Unit thereon, each Owner (other than Declarant or any Builder) shall landscape (if not already landscaped) such Lot and any public right-of-way areas (other than sidewalks or bicycle paths) lying between the front or side boundaries of such Lot and any adjacent street and, if such Lot has a "view fence," then between the back boundary of such Lot and such view fence. Within ninety (90) days of acquiring a Lot with a Dwelling Unit thereon, each Owner (other than Declarant or any Builder) shall additionally landscape the front entrance to the Dwelling Unit, the areas in front of any street facing bedroom, and any stoop or front porch with shrubs consistent, in terms of general appearance and level of care and attention, with other normal completed residential landscaping within the Property and within other residential properties in the vicinity of the Property. Each Owner shall submit a landscaping plan to the Architectural

Committee for review and approval pursuant to **Article 5**. Each Owner shall maintain the landscaping on such Owner's Lot and any public right of way areas lying between the front or side boundaries of such Lot and an adjacent street and shall keep the land free of debris and weeds at all times and promptly repair portions of the landscaping which have been damaged. Landscaping shall be installed under this **Section 4.17** as to be consistent, in terms of general appearance and level of care and attention, with other normal completed residential landscaping within the Property and within other residential properties in the vicinity of the Property and in accordance with rules and guidelines established by the Architectural Committee. Each Owner shall maintain the aforementioned landscaping and exterior of the Owner's Dwelling Unit in a neat, clean and attractive condition consistent in appearance with other properly maintained, improved Lots within the Property. In the event any such landscaping is damaged or disturbed as a result of the installation or maintenance of any utility lines, cables or conduits for the use or benefit of the Owner of the Lot, then, in that event, such Owner shall promptly repair and restore any damage or disturbance to such landscaping in accordance with the landscape plans previously approved by the Architectural Committee. In the event any Dwelling Unit or other structure is totally or partially damaged or destroyed by fire, Act of God or any other cause, the Owner shall fully repair the damage and complete reconstruction of the Dwelling Unit or other structure within eighteen (18) months after occurrence of the damage or destruction. The provisions of this **Section 4.17** shall not apply to any Lot or Tract owned by Declarant or any Builder. Notwithstanding anything contained in this **Section 4.17** to the contrary, if, as a result of inclement or winter weather, an Owner of a Lot with a Dwelling Unit thereon is not able to complete the installation of landscaping improvements within the 90-day period set forth in this **Section 4.17**, then the Association may grant such Owner, upon such Owner's request, a one-time ninety (90) day extension to allow such Owner to complete the installation of such landscaping.

Within thirty (30) days of completion of a dwelling on a Lot in Highland Meadows Plat 2, a minimum of two (2) trees must be planted on the Lot having a diameter measuring at least two and one-half inches (2 ½") 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.

Within thirty (30) days of completion of a dwelling on Lots 1 through 5, inclusive, and Lots 11 through 15, inclusive, in Highland Meadows Plat 4, a minimum of three (3) trees must be planted on the Lot having a diameter measuring at least two and one-half inches (2 ½") measured two (2) feet vertically from the ground level. Two (2) of the trees required by this Paragraph shall be planted in the street right-of-way, and One (1) of the trees required by this Paragraph shall be planted in the Lots front yard. 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.

Within thirty (30) days of completion of a dwelling on Lots 6 through 10, inclusive, in Highland Meadows Plat 4, a minimum of two (2) trees must be planted on the Lot having

a diameter measuring at least two and one-half inches (2 ½”) measured two (2) feet vertically from the ground level. One (1) of the trees required by this Paragraph shall be planted in the street right-of-way, and One (1) of the trees required by this Paragraph shall be planted in the Lots front yard. 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.

2. Section 4.36 of the Declaration shall be deleted in its entirety and replaced with the following:

4.36 Fences. No fence shall exceed six (6) feet in height and shall be constructed of black coated chain link, black wrought iron, black aluminum or vinyl. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. 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.

3. New Section 4.37 shall hereby be added to the Declaration as follows:

4.37 Tennis Courts, Swimming Pools, Outbuildings. Tennis courts or swimming pools shall be located only in rear yards and shall be at least thirty-five (35) feet from Lot lines. Outbuildings such as pool houses, kitchens and detached garages consistent with the architecture of the residential home on the Lot may be permitted but only as a case-by-case basis subject to the Declarant’s or Architectural Committee’s discretion as part of the architectural review requirements of these Covenants. Only below-ground swimming pools shall be permitted on a Lot, which shall be located in the rear yard and shall be enclosed by a fence (if required by the City and approved by the Committee) or hedges. No above-ground swimming pools are allowed.

4. Section 5.5 shall be amended to include the following additional sub-sections:

(h) 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. A minimum of twenty-five percent (25%) of the front elevation of the dwelling on each Lot in Highland Meadows Plat 2 shall be covered with a brick, stone veneer or stucco. A minimum of thirty percent (30%) of the front elevation of the dwelling on each Lot in Highland Meadows Plat 4 shall be covered with a brick, stone veneer or stucco. All siding must be a 50-year cement board (commonly referred to as “LP Smartside”). Neither steel nor vinyl siding is permitted.

(i) All Dwelling Units on Lots 10 through 15, inclusive, and Lots 41 through 46, inclusive, in Highland Meadows Plat 2 shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches as follows:

(1) One-story dwellings must have a minimum of 1,400 square feet of finished floor area directly under roof.

(2) One and one-half story dwellings must have a minimum of 1,800 square feet of finished floor area directly under roof.

(3) Two story dwellings must have a minimum of 1,800 square feet of finished floor area directly under roof.

(4) Split-foyer and split-level plans are not allowed in Highland Meadows Plat 2.

(j) All Dwelling Units on Lots 1 through 9, inclusive, and Lots 16 through 40, inclusive, in Highland Meadows Plat 2 shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches as follows:

(1) One-story dwellings must have a minimum of 1,500 square feet of finished floor area directly under roof.

(2) One and one-half story dwellings must have a minimum of 1,900 square feet of finished floor area directly under roof.

(3) Two story dwellings must have a minimum of 1,900 square feet of finished floor area directly under roof.

(4) Split-foyer and split-level plans are not allowed in Highland Meadows Plat 2.

(k) All Dwelling Units on Lots 1 through 5, inclusive, and Lots 11 through 15, inclusive, in Highland Meadows Plat 4 shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches as follows:

(1) One-story dwellings must have a minimum of 1,650 square feet of finished floor area directly under roof.

(2) One and one-half story dwellings must have a minimum of 2,000 square feet of finished floor area directly under roof.

(3) Two story dwellings must have a minimum of 2,000 square feet of finished floor area directly under roof.

(4) Split-foyer and split-level plans are not allowed in Highland Meadows Plat 2.

(l) All Dwelling Units on Lots 6 through 10, inclusive, in Highland Meadows Plat 4 shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches as follows:

(1) One-story dwellings must have a minimum of 1,800 square feet of finished floor area directly under roof.

(2) One and one-half story dwellings must have a minimum of 2,400 square feet of finished floor area directly under roof.

(3) Two story dwellings must have a minimum of 2,400 square feet of finished floor area directly under roof.

- (4) Split-foyer and split-level plans are not allowed in Highland Meadows Plat 2.
5. Section 9.5 of the Declaration shall be deleted in its entirety and replaced with the following:
- 9.5 Intentionally Omitted.**
6. Section 9.6 of the Declaration shall be deleted in its entirety and replaced with the following:
- 9.6 Deficiency Assessments.** During any period that Declarant is exempt from the payment of Annual Assessments, the Declarant, shall pay or contribute to the Association cash as may be necessary to make up any budget shortfalls of the Association resulting from the fact that Declarant is exempt from the payment of Assessments with respect to any Lots owned by Declarant, which contribution shall be based upon the number of Lots owned by the Declarant, if any, as of the end of the period for which the deficiency has been calculated (hereinafter referred to as "Deficiency Assessments"). In no event shall Declarant be required to pay Deficiency Assessments for a period which, when added to the reduced Annual Assessment, if any (or pro rata portion thereof), paid for such period, exceeds the Annual Assessments or pro rata portion thereof that would be payable by an Owner other than Declarant.
6. Section 9.13 of the Declaration shall be deleted in its entirety and replaced with the following:
- 9.13 Capital Reserve Fee.** To assist the Association in establishing adequate funds to meet its Capital Expenses, each Owner who acquires a Lot together with a completed Dwelling Unit constructed thereon shall pay to the Association at closing the greater of: (a) a sum equal to one-sixth (1/6th) of the then current Annual Assessment for such Lot or (b) Two Hundred Fifty Dollars (\$250.00) (the "Capital Reserve Fee"). Such payment shall be required upon each transfer of title to each Lot upon which a Dwelling Unit exists and the Capital Reserve Fee shall be reflected on the settlement statement at closing. Funds paid to the Association pursuant to this **Section 9.13** (a) are to be deposited by the Association into the Capital Reserve Fund, (b) shall be nonrefundable, and (c) shall not be considered as an advance payment of any other Assessments levied by the Association pursuant to this Declaration. By agreeing to be bound by this Declaration, each Owner who acquires a Lot together with a completed Dwelling Unit thereon agrees and acknowledges that this method of establishing and maintaining a Capital Reserve Fund is adequate to meet anticipated costs to maintain and replace Capital Improvements.
7. New Section 12.6 shall hereby be added to the Declaration as follows:
- 12.6 Maintenance of Subdrains/Tile Lines.** All subdrains/tile lines located on Lots shall be maintained by the Association, at the Association's expense; provided, however,

any damage to a subdrain/tile line caused by the negligent or willful acts or omissions of an Owner, or the Owner's contractors, shall be repaired at the expense of the Owner.

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

The undersigned represents and warrants as the Declarant that it is the fee titleholder of at least a portion of the Property or Annexable Property at this time.

Dated on this day and year first written above.

BILL KIMBERLEY, LC,
An Iowa limited liability company,

By: Jenna Kimberley
Jenna Kimberley, Manager

STATE OF IOWA)
) SS
COUNTY OF Dallas)

This instrument was acknowledged before me on this 22nd day of March, 2021, by Jenna Kimberley, Manager of Bill Kimberley, LC.

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



EXHIBIT "A"

Lots 1 through 19, inclusive, in Highland Meadows Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa (formerly known as Parcel "CC").

AND

Lots 1 through 46, inclusive, in Highland Meadows Plat 2, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa (formerly known as Parcel "BB" and Parcel "17-283").

AND

Lots 1 through 15, inclusive, in Highland Meadows Plat 4, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa (formerly known as Parcel "17-284").