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RECORDER OF DEEDS  
SCOTT COUNTY, IOWA

Prepared by:

Dennis J. Britt, 101 W. 3rd St., Ste. 321, Dav., IA 324-0441

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DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS  
FOR VILLAS OF CROW VALLEY TO THE  
CITY OF DAVENPORT, IOWA

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THIS DECLARATION executed and made this 29 day of February,  
2000 by the undersigned as Declarant, Proprietor and Owner (herein referred to as  
"DECLARANT").

ARTICLE I.

PURPOSE AND DECLARATION

DECLARANT is the owner of the following described real estate:  
Lots 1 - 56 inclusive of the Villas of Crow Valley, First Addition, to the City of  
Davenport, Iowa.

That Declarant deems it wise and expedient to subject its several lots to a plan of  
mutual maintenance, repair and replacement and provide subsequent owners with the  
privileges and rights of fee simple ownership of the units and delineated lots, and to the  
extent possible, to relieve such subsequent owners from the burden of continuing repair  
and maintenance to the grounds and building, to continue to maintain architectural  
integrity within the structure, maintain property values, and provide a plan for  
replacement and repair of the roof and exterior structural portions of the building caused  
by deterioration and to provide for repair and replacement to the structure.

NOW THEREFORE, THE UNDERSIGNED Declarant does hereby adopt the  
following restrictive and Protective Covenants and Conditions and do impose and burden  
each such lot with said covenants, conditions and easements as are herein expressed and  
which shall be considered as covenants running with the land.

## ARTICLE II.

### DEFINITIONS

As used herein the underscored words shall mean:

1. Lot. An ascertainable parcel of real estate delineated and identifiable by number, letter, or both, from a recorded plat.
2. Owner. That person or persons whose estate of interest individually or collectively aggregate legal or beneficial fee simple ownership of a unit.
3. Wall in Common (or Common Wall). As defined in the Code of Iowa, but including wood.
4. Association. A non-profit corporation to be formed to provide for management of all of the property subject to this declaration, to be known as Villas of Crow Valley Town Homes Association I.
5. Member. Any person or entity who holds a membership in the association.
6. Assessment. That portion of the cost of maintaining, repairing and managing the structures and units, which is to be levied upon and paid by each unit owner.
7. Board of Governors. Those unit owners annually elected to manage the affairs of the Association.
8. Declarant. McB Development Corporation.

## ARTICLE III.

### RIGHT OF OWNERSHIP AND ENJOYMENT

Declarants and Successive Owners. Declarant and successive owners of each lot or unit shall have full rights of fee simple ownership to the lot to which he has record title, subject only to:

1. Covenants, conditions, easements and restrictions of record, including those contained in this Declaration.
2. The rules and regulations established by the Association.
3. The duty of the member, inseparable from title, to hold and maintain membership in the Association.

4. The duty of the owner to secure and maintain a policy of Standard Form Homeowners Fire and Extended coverage insurance to the full insurable replacement value of the unit; to name the Association as co-insured.
5. The duty of the owner to pay regular and special assessments as levied by The Board within 30 days following the date of levy.
6. The duty of the owner to comply with structural and cosmetic standards established by the Board.
7. The duty of the owner to use each unit only as a single-family residential dwelling.
8. The duty of each owner to allow access to the Association, its Board of Governors, and its Agents in the installation, construction, repair, and maintenance of the unit, structure and grounds.
9. To proceed to the timely repair to or replacement of the Unit for loss occasioned by Casualty or otherwise.

#### ARTICLE IV.

##### EASEMENTS

The use of each and every Lot subject to this Declaration shall be burdened with:

1. Easements, restrictions, covenants, conditions and building lines of record.
2. Each Lot Owner shall grant to each other Lot owner as required, an Easement at a mutually convenient area for the installation and use of a sanitary sewer, so as to enable each unit owner to avail himself of a connection to a sanitary sewer, together with the right of each unit owner, the Board of Directors of the Association or the Agents of either, to construct, lay, repair and maintain such connection and sewer, including the right of access by ingress and egress to affect such connection, repair, or maintenance and the cost attributable thereto, including restoration of the land, shall be born by the benefited user(s) and not the Association in proportion to the benefit conferred, except as to acts attributable to the negligence of a user, his Agent, tenant or invitee.
3. Each Lot Owner shall grant to each other Lot owner as the conditions and Context require, an easement at mutually convenient area for the installation and use of electric, telephone, and cable TV service lines, so as to enable each unit owner to avail himself of a connection by electric, telephone and Cable TV service lines, together with the right of each unit owner, the Board of Directors of the Association or the Agents of either, to construct, lay, repair and maintain such connection, lines and facilities, including the right of access by ingress and egress to the cost attributable thereto shall be borne by the benefited user and not the Association in proportion to the benefit conferred, except as to acts attributable to the negligence of a user, his agent, tenant or invitee.
4. A Guide to the Areas subject to this Grant, of Easement shall be the present location of the sewer, telephone, electric and Cable TV service lines.

ARTICLE V.

THE ASSOCIATION

Each person or entity holding legal or beneficial title to any unit shall be member of the Owners Association, entitled to the rights and privileges of ownership and subject to its obligations and duties. Such membership shall be inseparable from Lot or Unit ownership and shall be otherwise non-transferable or assignable.

There shall be two classes of voting membership as follows:

Class A. Each owner, other than the Declarant shall have one vote in the Affairs of the Association for each unit owned, and shall be a Class A member.

Class B. The Declarant shall be Class B members and have three votes for Each unit owned until 42 units have been sold; or

January 1, 2007, whichever occurs earlier, upon which date such Class B membership shall terminate and convert to Class A membership.

In no event, however, shall there be more than one vote per unit for a Class A member nor three votes per unit for Class B member.

Until the first annual meeting of the Association, Donald Banks and Michael Ingleby shall comprise the membership of the Board Governors of the Association.

The Association through its Board of Governors shall establish, levy and collect monthly from the owner of each unit an:

- (1) Annual Assessment reasonably calculated to pay for replacement, repair and maintenance to the grounds and structures, cosmetic or otherwise; and

Establish, levy and collect monthly from each owner a:

- (2) Special Assessment reasonably calculated to reconstruct, repair and maintain the exterior surfaces of each structure as now constructed , occasioned by deterioration due to aging.
- (3) Special Assessment reasonably calculated to reconstruct, repair and maintain the roof of each structure, occasioned by deterioration due to aging, which may be applied in conjunction with insurance proceeds.
- (4) Special Assessment against any unit or owner for an excess cost in the Repair or reconstruction of a unit for damages occasioned by casualty or otherwise for which insurance proceeds are available in part.

- (5) Special Assessment against any unit and owner for repair, reconstruction or maintenance to any unit for damage occasioned by the negligent act or omission of any such owner, his tenant, agent or invitee for which insurance proceeds are unavailable.

Payment of each of the assessments shall be the personal continuing obligation of the owner and survive his transfer of title and a lien upon the lot and unit when placed of record until paid.

The Association, through its Board of Governors, shall effect exterior maintenance to the unit and grounds of each lot and structure, other than doors, windows, garage doors, driveways, sidewalks, decks, including but not necessarily limited to painting and maintenance of the exterior building surface, roofs, gutters and downspouts, trees, shrubs and grass and snow removal and shall replace the roof of each structure as necessary due to deterioration due to age or casualty, unless the necessity for repair or replacement to the structure is occasioned by the negligence of any owner, tenant, guest, agent or invitee, and may file claims under any policy of insurance, agree to settlement of such claim, and apply the proceeds to payment of the costs incurred thereby and the owner of any such affected unit shall and does agree to hold the Association and other unit owners harmless for acts by the Association incurred therein.

The Association may replace and restore any structure partially or totally destroyed by casualty or otherwise if the unit owner fails to promptly undertake repair, restoration or reconstruction after a loss or damage occasioned by casualty, or otherwise, and may file claims under any policy of insurance, agree to settlement of any such claim and apply the proceeds of any insurance in payment therefor and if insufficient, assess the excess to the unit owner as a special assessment.

The Association may purchase policies of insurance, make rules and regulations concerning the number and size of pets, the storage of recreational vehicles, the storage and disposal of trash and garbage, and the non-recreational use of the grounds.

Notwithstanding any provision herein, no Mortgagee who takes title to a unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for the unpaid dues or charges attributable to such unit accruing prior to the acquisition of title to such unit by Mortgagee, including but not necessarily limited to the acceptance of a deed or assignment in lieu of foreclosure.

Until Declarant has sold all of the units described above, the Association shall make no rule or regulation impairing the Declarant's right or ability to effect any such sale including, but not necessarily limited to, the right of access, architectural control, placing of appropriate signs, or otherwise.

ARTICLE VI  
INSURANCE

The owner of each and every unit shall purchase and maintain a policy of Standard Form Homeowners Fire and Extended Coverage Insurance to the full insurable replacement value of the owned unit as annually determined by the Carrier, and shall name the Association as co-insured. Such insurance shall be purchased from the insurance company as designated by the Association so that all of the owners of units shall be insured by the same company. Such owner shall apply for and devote the proceeds from any loss to the reconstruction and repair of the damage occasioned by such loss and if such proceeds are insufficient, to pay the excess costs to the full extent of the actual loss.

In the event of failure to provide insurance as provided herein, the Association shall have the right and responsibility to obtain such insurance and to assess the cost of premium thereof against the unit.

The approval of the Architectural Control Committee shall be first secured by any owner seeking the repair, replacement or maintenance to the grounds or structure.

All work in repair, replacement, addition or restoration shall be timely commenced and completed, and insofar as is possible, in accord with the original plans and specifications and harmonious with all other units.

Each owner shall and does agree to hold the Association and each other unit owner harmless from any claim arising out of or incurred in conjunction with any such repair, restoration or replacement.

ARTICLE VII.  
ARCHITECTURAL CONTROL

The construction of any fence, wall or detached building or addition to any structure, Lot or Unit shall not thereafter be commenced by any unit owner without the prior approval of an Architectural Control Committee of the Board of Governors and municipal authority as applicable to whom plans and specifications, structural and cosmetic, shall be submitted. The consent of the committee shall not be unreasonably withheld if the same when installed or constructed would be harmonious with existing structures, unit and additions to existing lots and for which an additional annual and special assessment may be established, levied and collected.

Until the date upon which the Class B membership converts to Class A membership, the original members of the Architectural Control Committee shall be Donald Banks and Michael Ingleby.

ARTICLE VIII.  
WALL IN COMMON

The Units in each structure are separated by a wall in common to which general principles of Iowa Law shall apply, the repair, maintenance and restoration of which shall be the equal responsibility of the abutting owners. The responsibility for payment of costs attributable to repair, restoration, replacement and maintenance shall be borne by each abutting unit owner in proportion to the use by each owner with the right of contribution of and from each abutting owner for negligent acts or omissions.

In the event of a dispute between such adjacent owners, each owner shall choose an arbitrator, who when so chosen by each, shall choose a third arbitrator to whom the dispute shall be submitted and a majority decision amongst them reached in accord with the rules and regulations of the American Arbitration Association and pursuant to the provisions of the Code of Iowa. The decision so rendered shall thereafter be binding upon the parties.

ARTICLE IX  
GENERAL

Each owner and the Association shall have the right to enforce any of the covenants and conditions now or hereafter adopted in proceedings at law or at equity, other than the collection of assessments, the right of which shall be vested solely in the Association, to which amount shall be added interest, costs and reasonable attorneys fees.

These covenants and restrictions shall run with and bind the land for a period of 21 years from the date this Declaration is recorded, and shall automatically extend for additional successive terms of 10 years thereafter. During the period in which there are two classes of membership in the Association, this Declaration may be amended only with the affirmative consent of all of the Declarants and 75 percentage of the then unit owners. Thereafter, this Declaration may be amended by the affirmative consent to any such amendment of 75 percentage of the unit owners. Any such amendment to be effective shall be in writing and recorded.

In WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictive and protective Covenants this 29th day of February, 2000.

McB DEVELOPMENT CORPORATION

By Gregory J. Bush, President

By Michael Ingley

By Thomas M. Bush, V.P.

STATE OF IOWA     )  
                              )     SS.  
SCOTT COUNTY     )

On this 29th day of Feb., 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Gregory J. Bush and Thomas M. Bush, to me personally known, who being by me duly sworn, did say that they are the President and Vice President, respectively, of McB Development, that the seal affixed thereto is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Gregory J. Bush and Thomas M. Bush, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Debra A. Barnhart  
Notary Public.