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TIMOTHY J. BRIEN  
RECORDER

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THIS DOCUMENT PREPARED BY AND WHEN RECORDED RETURN TO: Eugene E. Olson,  
300 Bank of America Bldg., 317 Sixth Ave., Des Moines, IA 50309-4127. Phone: 515/243-8157

**DECLARATION OF HOMEOWNERS' ASSOCIATION**  
**FOR**  
**GREEN MEADOWS NORTH**

This Declaration is made this 14<sup>th</sup> day of October, 1999, by Green Meadows, Ltd., an Iowa corporation ("Green Meadows").

WITNESSETH:

WHEREAS, Green Meadows is the owner of certain property in the City of Johnston, Polk County, Iowa, as described in Exhibits "A" and "B" attached hereto ("Property"); and

WHEREAS, Green Meadows desires to develop the Property as the first stage of a planned community known as "Green Meadows North"; and

WHEREAS, Green Meadows desires to establish a Homeowners' Association to provide for the preservation and architectural control of lots as well as maintenance of common facilities and common areas for the benefit of lot owners within Green Meadows North;

NOW, THEREFORE, Green Meadows by the execution and recording of this document, hereby declares that all Property described in the attached Exhibits "A" and "B" shall be held, occupied, sold and conveyed subject to the Covenants and Restrictions set forth herein.

ARTICLE I.  
Definitions

Section 1. "*Association*" shall mean the Green Meadows North Homeowners' Association, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa, as well as any of its successors or assigns. The Articles of Incorporation and the By-Laws of the Association are hereby incorporated by reference in this Declaration.

Section 2. "*Board of Directors*" shall mean the Board of Directors of the Association.

Section 3. "*City*" shall mean the City of Johnston, Iowa, a municipal corporation.

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Section 4. **"Common Areas"** shall mean all property, real or personal, together with improvements thereon, which are owned, leased, held or maintained by the Association for the common use and enjoyment of the Owners. The term shall also include the common facilities including but not limited to equipment, bridges, trees, shrubs, walkways, walls, fences and irrigation systems in or on the Common Areas as well as all fixtures maintained on City right of way or in easement areas by the Association such as non-standard lights, walls and entry features, if any. A further description is set forth in Article II.

Section 5. **"Declarant"** shall mean Green Meadows, Ltd., an Iowa corporation, as well as any of its successors and assigns.

Section 6. **"Declaration"** shall mean this Declaration of Covenants to which the Property is subject.

Section 7. **"Green Meadows"** shall mean Green Meadows, Ltd., an Iowa corporation which is a wholly owned subsidiary of Pioneer Hi-Bred International, Inc., as well as any successors and assigns.

Section 8. **"Lot"** shall mean any platted lot or subdivisions thereof contained in any plat or replats of the Property made and recorded with the Polk County Auditor in accordance with the subdivision status of the State of Iowa and ordinances of the City as they presently exist or as they may be amended in the future.

Section 9. **"Member"** shall mean those persons entitled to membership in the Association as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

Section 10. **"Owner"** shall mean the record titleholder, as disclosed by the records of the Polk County Recorder, whether one or more persons or entities, of a fee simple title to any Lot and shall also include vendees pursuant to an Installment Real Estate Contract. This term shall not include those persons having an interest in any Lot as a vendor under an Installment Real Estate Contract or those persons having an interest solely for security purposes in the performance of an obligation or debt. The term also excludes those persons having a lien against any Lot by operation of law or otherwise. Furthermore, the term shall not be construed to include the City as to any Lot or right of way owned by it.

Section 11. **"Property"** shall mean the real estate described in Exhibits "A" and "B" and any and all improvements thereon but shall exclude any portion thereof which has been conveyed, dedicated or granted to the City now or in the future. The real estate described in Exhibits "A" and "B" is sometimes also referred to as "Green Meadows North." Any part of the Property conveyed now or in the future to the City shall be free and clear of all obligations set forth in this Declaration; provided, however, that the Association, at its discretion, may provide maintenance, including mowing, for any portion of the Property dedicated to the City, such as the grassy area of boulevards,

and the costs shall be included in the assessments described below in Article IV. The term "Property" shall also include any and all land added to this Declaration by Green Meadows in the future as permitted by Article V, Section 3 below.

**ARTICLE II.**  
**Common Areas**

Section 1. Common Areas. The contemplated boundaries of the Common Areas are generally described in Exhibit "B" attached hereto. These Common Areas include recreational areas, buffer zones, trails, paths, open space and other areas available to Owners, together with additional Common Areas which may be dedicated to the Association from time to time in the future. The Common Areas shall also be deemed to include those areas not owned by the Association but which may be maintained by the Association at its discretion (such as the grassy area of boulevard medians within public streets). The location, boundaries and configuration of the Common Areas may be modified by Green Meadows or the Association in their sole discretion to accommodate development of the Property or to comply with requirements of the City. Furthermore, additional Common Areas may be added as land is added in the future as permitted by Article V, Section 3 below. Consequently, the attached Exhibit "B" may be amended at any time by Green Meadows or the Association by filing a revised Exhibit "B" with the Recorder of Polk County, Iowa.

Section 2. Obligations of Association. The Association shall be the owner of all Common Areas and shall be responsible for the management and control of the Common Areas conveyed to it together with all improvements and equipment located on the Common Areas. The Association shall be responsible for keeping the Common Areas in good, safe, clean, attractive and sanitary condition, and in good order and repair in compliance with the standards of sound property management. The Association's obligations under this section are solely for the exclusive benefit of the Owners and these obligations are not intended to extend to any third party. Upon relinquishment of voting control by Green Meadows, the Association shall continue to keep and maintain the Common Areas in as good a condition as when Green Meadows was the sole voting member.

Section 3. Owners' Easements. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas subject to the terms of this Declaration and subject to any reasonable Rules and Regulations or By-Laws which may be enacted at any time by the Association. This right and easement of enjoyment shall be appurtenant to the title of every Lot and shall pass with the title and run with the land in any conveyance, subject to the following limitations and limitations set forth elsewhere in this Declaration.

- A. The Association shall have the right to summarily suspend the voting rights, without notice, of any Owner for the period during which any assessment under this Declaration against his or her Lot remains unpaid or for any period

during which the Owner is in violation of any published Rules and Regulations of the Association or By-Laws; and

- B. The Association shall have the right to dedicate and transfer any or all parts of the Common Areas to any municipality, county or governmental subdivision provided the Association obtains prior written approval from Green Meadows if the dedication or transfer takes place before January 1, 2010. The governmental entity must also approve of any dedication and transfer. In addition, the Association shall obtain the prior approval of two-thirds (2/3) of the Members who are present and qualified to vote at any regular or special meeting of the Association regardless of when the transfer or dedication takes place. If the transfer or conveyance is merely for the purpose of granting an easement to locate a utility line or sewer, the Board of Directors shall have a right to convey the easement without the approval of the Members provided prior written approval of Green Meadows is obtained if the conveyance is made prior to January 1, 2010; and
- C. Green Meadows shall have the right at no cost to designate, establish, grant, dedicate, install or maintain utility, sewer or drainage easements and lines under, across, over and through the Common Areas at any time; and
- D. The Association shall have the right to place landscaping, outdoor furniture, recreational equipment, signs, decorative structures, flags, poles, utilities, lighting systems and sprinkler systems within Common Areas.
- E. The Association shall have the right to promulgate reasonable Rules and Regulations to enhance the value of the Property and Common Areas and to provide for the safety and order of Members.
- F. The Association shall not have the right to mortgage, grant a deed of trust or encumber any of the Common Areas for security purposes.

Section 4. Use of Common Areas. The Common Areas shall be used strictly in accordance with the provisions of this Declaration as well as the By-Laws, Rules and Regulations promulgated by the Association. No Owner or any other person shall obstruct or interfere with the rights and privileges of other Owners or the Association in the Common Areas. Nothing shall be planted on, altered on, constructed on, or removed from the Common Areas by any person except by prior written consent of the Board of Directors of the Association. If an Owner violates this section, the Association shall have the right to repair or restore the Common Areas to their prior condition and assess the costs thereof against the Lot of the Owner who violates this Section. The cost shall become a special assessment and a lien upon the Lot of the Owner and shall become due and payable upon demand. The Association shall have the same rights and powers to collect the cost of repair and restoration as it has for the collection of delinquent assessments under Article IV

below. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Areas, the Association or the offended Owner may in addition commence a legal action to enjoin the interference or bring other legal action seeking damages. If the Association or offended Owner prevails, they shall also be entitled to recover reasonable attorney fees and costs associated with the action.

Section 5. Duration. Unless the Common Areas are conveyed to a municipality or other governmental authority, as described in Article II, Section 3, paragraph B, the ownership of the common Areas shall remain in the Association in perpetuity.

### ARTICLE III.

#### Membership and Voting Rights in the Association

Section 1. Membership. Every Owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Furthermore, all future Lots platted by Green Meadows outside the Property as described below in Article V, Section 3, may at Green Meadows' discretion be subjected to these Covenants pertaining to the Homeowners' Association and the Membership automatically shall be expanded to include the new Lot Owners outside the Property without the approval of the Association or Members. If Lots are added to the Association at Green Meadows' discretion outside the Property, all Lots and owners thereof shall be subject to all of the applicable terms and conditions set forth in this Declaration.

Section 2. Voting Rights. Green Meadows shall be the sole voting member of the Association until such time as Green Meadows, or its successor in interest or assignee, no longer owns any land within the area described in Article V, Section 3, below or until Green Meadows, or its successor in interest or assignee, waives its right in writing to be the sole voting member, whichever occurs first. So long as Green Meadows, or its successor in interest or assignee, is the sole voting member of the Association, Green Meadows shall have the right to elect all Directors of the Association and to exclusively exercise the membership rights described in this Declaration. Thereafter, each Lot Owner shall be entitled to one (1) vote concerning the affairs of the Association, except for those lots owned by a church or public school, if any, which shall have no vote. Church and public school lots, if any, shall also be exempt from assessments as described in Article IV, Section 8. If any Lot is owned by more than one person, the one vote shall be exercised collectively but in no event shall more than one vote be cast with respect to any one Lot.

Section 3. Board of Directors. The Owners entitled to vote shall elect a Board of Directors of the Association as prescribed in its By-Laws. The Board of Directors shall manage the affairs of the Association.

ARTICLE IV.  
Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed, contract or other conveyance therefor, whether or not it shall be so expressed in the conveying documents, shall be deemed to accept all the terms of this Declaration and shall also be deemed to covenant and agree to pay the Association:

- A. Periodic assessments or charges as determined by the Board of Directors of the Association; and
- B. Special assessments for capital improvements, operating deficits or other extraordinary expenses; and
- C. Any other assessment provided in this Declaration.

All unpaid assessments, together with interest, costs and reasonable attorney fees incurred in collecting the assessments, shall be a charge and encumbrance on the defaulting Owner's Lot and shall be paramount to and prior to all other liens on the Lot, except only tax liens on the Lot in favor of any assessing governmental unit or district and except for a lien of any first mortgage of record against the Lot filed prior to the time the assessment became delinquent. The assessment, together with interest, costs and reasonable attorney fees, shall also be a personal obligation of the defaulting Owner of the Lot at the time when the assessment becomes due. All assessments and charges under this Declaration shall be due even though Green Meadows is the sole voting member of the Association as described above in Article III.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners and the residents of the Property consistent with this Declaration. They shall also be used for the repair, improvement and maintenance of the Common Areas and for other purposes specifically provided herein, as well as the Association By-Laws, including, but not limited to, payment of legal liabilities, taxes, fees, costs, debts or obligations of the Association, payment of insurance premiums, and payment of all fees, costs, expenses, accounting fees or attorney fees in connection with the operation of the Association as well as the defense or prosecution of any legal action.

Section 3. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly assessments authorized above, the Association shall have the authority to levy special assessments if deemed necessary by the Board of Directors to finance or perform any of the Association's obligations under this Declaration. Furthermore, the Association may levy a special assessment in addition to the monthly assessments for the purpose of defraying, in whole or in part, the cost of any construction of a capital improvement not required of the Association under this Declaration or other discretionary expenditure. No special assessment described in this paragraph shall be levied unless a majority of the Members entitled to vote and present at a regular

or special meeting approve the Special Assessment. So long as Green Meadows is the sole voting member of the Association, no special assessment shall be levied for any capital improvement which would be considered the usual and customary responsibility of a developer, such as the installation of streets, storm and sanitary sewer as well as water lines within public right of way or Common Areas.

Section 4. Monthly Assessment. From the date hereof until December 31, 1999, the maximum monthly assessment for each Lot shall not exceed \$30.00 plus applicable interest and penalty for late payment, if any, plus any assessment for insurance as set forth in Section 3 of Article VII. After December 31, 1999, the monthly maximum assessment may be increased as follows:

- A. The maximum assessment may be increased effective January 1, 2000 and January 1 of each year thereafter by not more than ten percent (10%) of the actual monthly assessment of the previous year, or not more than ten percent (10%) of what the maximum monthly assessment could have been for each of the previous years (even if no increase was actually assessed), which increase may be imposed without any vote of the Membership. The Board of Directors shall have sole authority to make this permitted increase.
- B. The monthly maximum assessment may be increased in excess of that permitted in Paragraph A above by a majority vote of the Members who are present and entitled to vote at a regular meeting or special meeting of the Association called for that purpose.

Section 5. Due Dates of Monthly Assessments. Except as provided below in this Section, the monthly assessment shall be due as to each Lot on the first day of the first month following the date of conveyance by Green Meadows to an Owner of a Lot if there is a completed Living Unit or other building constructed thereon and if the Living Unit or building is occupied. Lots which do not have completed Living Units or other building constructed thereon or which have Living Units or other buildings which are not occupied, shall be exempt from all assessments for eighteen (18) months from the date Green Meadows conveys the Lot to a buyer. Thereafter, assessment shall be paid monthly even if the Lot is vacant or even if there is a Living Unit or building on the Lot which is not occupied. In no event shall any Lot owned by Green Meadows be assessed at any time unless there is a completed and occupied Living Unit or building on that Lot. Upon request, the Association shall furnish a Certificate in recordable form signed by an officer of the Association, setting forth whether or not the assessments on a specific Lot have been paid. A properly executed Certificate from the Association shall be binding upon the Association as to the status of assessments as of the date of its issuance and may be relied upon by the public, including any prospective new buyer or lending institution.

Section 6. Effect of Non Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by Iowa law unless the Board of Directors establishes a lower rate of

interest and in addition the delinquent Owner shall pay a late payment penalty as determined by the Board of Directors pursuant to the Association By-Laws. The Association may bring an action for damages or injunctive relief, or both, against the Owner personally obligated to pay the same or may foreclose the lien against the Lot in the manner provided for foreclosure of a mortgage under Iowa law, or both. There shall be added to the amount of assessment the cost of making title searches, lien searches and mortgage searches against the Lot, the cost of preparing and filing the Petition in such action, including reasonable attorney fees and costs. No Owner or other person may waive or otherwise escape liability for the assessments provided in this Declaration by virtue of non-use of the Common Areas or abandonment of his or her lot or for any other reason.

Section 7. Subordination of Assessment Liens. If any Lot subject to a lien created by this Declaration shall be subject to the lien of a first mortgage of record, the following shall apply:

- A. The foreclosure of any lien created by this Declaration shall not operate to affect or impair the lien of any first mortgage; and
- B. The foreclosure of the first mortgage or any acceptance of a deed in lieu of foreclosure on any first mortgage shall operate to extinguish the lien of all assessments which came due after the first mortgage was filed to the date of a mortgage foreclosure decree or deed in lieu of foreclosure without the necessity of joining the Association as a defendant in the foreclosure action. Any unpaid assessments so extinguished by foreclosure or a deed in lieu of foreclosure shall be deemed to be an expense of the Association. This shall not extinguish the Association's right, however, to attempt collection of said sums from the defaulting Owner personally.

Section 8. Exempt Property. The following Property and lots shall be exempt from all assessments, charges and liens created by this Declaration:

- A. All Lots or portions thereof which are dedicated to and accepted by the City or other governmental authority or public utility; and
- B. All Common Areas; and
- C. All Lots owned by Green Meadows unless there is an occupied Living Unit or occupied building on that Lot; and
- D. All Lots owned and occupied by a public school; and
- E. All Lots owned and occupied by a church.



ARTICLE V.  
Declarant's Rights

Section 1. Right to Use Property. Declarant reserves the right to use any of the Property, including the Common Areas, to conduct other business in connection with the development of the Property. This right includes, but is not limited to, the right to maintain model homes and buildings, as well as erect signs, maintain an office staffed with employees, and to show Property then unsold.

Section 2. Additional Common Areas. Green Meadows, or its successor in interest or assignee, shall have the right at any time to convey additional Common Areas to the Association from time to time within the Property and within the area described in Section 3 of this Article. Nothing in this Section, however, shall be deemed to be an obligation on the part of Green Meadows, or its successor in interest or assignee, to convey additional Common Areas to the Association in the future. The Association shall be obligated to accept any additional Common Areas so conveyed by Green Meadows, or its successor in interest or assignee, and to hold and maintain the additional Common Areas pursuant to the terms of this Declaration.

Section 3. Subjecting Additional Land to Declaration. Green Meadows, or its successor in interest or assignee, shall have the irrevocable right to subject the following described land, or any portion thereof, to the terms of this Declaration at any time in the future without the consent of the Association.

All land owned now or in the future by Green Meadows, or its successor in interest or assignee, within Section 3 in Webster Township, Polk County, Iowa.

Land so added shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the above-described 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. Green Meadows shall signify the addition of land by filing an amendment to this Declaration with the Recorder of Polk County, Iowa. No approval of the Association or any other person shall be necessary.

Section 4. Removing Land from Operation of Declaration. Green Meadows, or its successor in interest or assignee, shall have the right now and in the future to remove any portion of the Property from the operation of this Declaration provided that the portion so removed has not yet been platted into individual lots and a plat for that portion has not been filed of record with the Polk County Auditor. Green Meadows, or its successor in interest or assignee, shall signify this removal by filing an amendment to this Declaration with the Recorder of Polk County, Iowa. No approval of the Association or any other person shall be necessary.

ARTICLE VI.  
Maintenance and Management

Section 1. Maintenance by Owners. The Owner of each Lot shall be solely responsible for all maintenance, repairs, painting, decorating and replacements within his or her own Lot and the residence thereon. If the Owner desires to construct a fence, the Owner shall be responsible for constructing and properly maintaining the fence in compliance with the design and specifications established by any covenants on the Lot or regulations of the City. This Section shall not apply to those portions of the Property where in the future an additional Homeowners Association may be formed for the purpose of providing maintenance as described in this Section.

Section 2. Maintenance of Common Areas. The Association shall be solely responsible for the maintenance and repairs to all Common Areas, including mowing and weed control, as well as maintenance and repairs for all fences, walls, waterways, flumes, irrigation systems and special lighting within the Common Areas. In the event any boulevards are constructed which have been or are intended to be dedicated to the City, the Association shall have the right to mow, trim, repair, maintain and replace the boulevard landscaping and grass if the City does not maintain these areas to the standards of the Association. If the Declarant wishes to install non-standard street signs, lights or markers in the development of the Property which the City declines to maintain, the Association shall maintain and repair the non-standard street sign structures, fixtures, lights or markers. Nothing in this Section, however, shall be construed as requiring the Association to pay for the electricity for such signs, lights or markers.

Section 3. Access. In addition to any easements of record, including easements appearing on a recorded plat, the Association and its contractors shall have the right of reasonable access over land adjacent to any common Areas for the purpose of maintenance, repair, construction or reconstruction within the Common Area.

ARTICLE VII.  
Insurance

Section 1. Casualty Insurance. The Association shall purchase a comprehensive casualty insurance policy affording fire, property damage and extended coverage insurance for those properties and vehicles which are the responsibility of the Association in an amount sufficient to replace the insured property or vehicle if such a replacement policy is reasonably available.

Section 2. Liability Insurance. The Association shall also purchase a general comprehensive public liability insurance policy in such amount as the Board of Directors shall deem appropriate. The policy shall cover the Association, its Board of Directors, any committee of the Association, and all persons acting as agents or employees of the Association. The Association shall also be authorized at its discretion to maintain such other additional insurance as it deems necessary, including, but not limited to, directors' and officers' liability insurance and workers compensation insurance.

Section 3. Assessment for Insurance. The premiums for any insurance maintained by the Association may become a separate monthly assessment over and above the assessments described above in Article IV of this Declaration, which assessments shall be made on a pro rata basis per lot and shall be included in the monthly assessment. The assessment for insurance shall not be subject to the limitation described above in Article IV, Section 4 regarding annual increases.

#### ARTICLE VIII.

##### Easements and Covenants; Duration; Miscellaneous

Section 1. Drainage, Utility and Sewer Easements. Declarant shall have the right to reserve and dedicate certain areas within the Property for drainage, utility and sewer easements, now and in the future. No improvements or structures (excluding walkways, driveways and fences) shall be placed within these easements. Any fences, improvements or structures installed over easements shall be expressly subject to the rights of any public or private utility to construct, maintain or repair the utility, including the right to remove the fence, improvement or structure where reasonably necessary without the duty of replacement or reimbursement.

Section 2. Covenants. Declarant shall have the right now and in the future to file use restrictions, building specifications and covenants on any plat, subdivision or portion thereof regarding land which has not yet been subjected to this Declaration. The Association shall have the authority to enforce all use restrictions, building specifications and covenants filed by Declarant regarding any land now and in the future which is made subject to this Declaration. Said use restrictions; building specifications and covenants shall automatically be incorporated herein as to the Lots to which they apply.

Section 3. Terms; Gender. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Section 4. Duration. This Declaration shall remain in full force and effect as long as there are any Common Areas within the Property which have not been dedicated to the City or other governmental authority. If all Common Areas have been dedicated to the City or other governmental authority, this Declaration may be terminated by the Association filing a Notice of Termination with the Polk County Recorder.

Section 5. Delays in Enforcement. No delay on the part of the Association or any owner of land to which this Declaration applies in exercising any rights, power or remedy herein allowed shall be construed as a waiver or acquiescence therein. No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against Pioneer Hi-Bred International, Inc., Green Meadows, Ltd. or any officer, employee or agent thereof on account of any action or inaction under this Declaration.

Section 6. Severability. In the event that any one or more of the terms or conditions of this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and

void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining Covenants, Conditions, Restrictions or terms not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.

Section 7. Reasonable Period for Enforcement. If any of the terms or conditions of this Declaration shall be held by a court of competent jurisdiction to be void or unenforceable by reason of the period of time herein stated for which the Declaration may be effective, such terms shall be reduced to a reasonable period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Iowa or other applicable law, all as determined by the court.

Section 8. Assignment. Declarant shall have the absolute right to transfer, convey or assign any or all of its right, title and interest hereunder to any successor in interest or assignee without approval of any Member, Owner, Association or any other person; provided, however, that such transfer, conveyance or assignment shall not be effective until it has been filed of record with the Office of the Recorder of Polk County, Iowa. Any such transfer, conveyance or assignment shall provide that the successor in interest or assignee shall assume all of the obligations as well as rights of Green Meadows hereunder.

GREEN MEADOWS, LTD., Declarant

By: Mark C. Miller Title: President

By: Steve Schroeder Title: V.PRES

STATE OF IOWA )  
 )ss  
COUNTY OF POLK )

On this 14<sup>th</sup> day of October, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark C. Miller and Steve Schroeder, to me personally known, who being by me duly sworn, did say that they are the President and Steve Schroeder, V.P. respectively, of Green Meadows, Ltd.; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Mark C. Miller and Steve Schroeder 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.

Eugene C. Olson  
Notary Public in and for the State of Iowa

**EXHIBIT "A"**

Lots 1 through 40 inclusive and Outlot "Z" in Green Meadows North Plat 2, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa.

(As well as any land which may be subjected to the Declaration in the future pursuant to Article V, Section 3 hereof.)

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**EXHIBIT "B"**  
**(COMMON AREAS)**

Outlot "Z" in Green Meadows North Plat 2, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa.

(Common areas may also be added in the future pursuant to Article V, Section 2 and Section 3 hereof.)