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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS NORTHRIDGE HEIGHTS  
FIFTH ADDITION  
AMES, STORY COUNTY, IOWA**

This Declaration of Covenants, Conditions, Easements and Restrictions for Northridge Heights Fifth Addition, Ames, Story County, Iowa, (the "Declaration"), is made this 2nd day of April 2024, by **CHILTON CROSSING TOWN HOME ASSOCIATION**, an Iowa Nonprofit Corporation ("CCTHA").

**WITNESSETH:**

**WHEREAS**, on June 6, 2003, a declaration of Covenants, Conditions and Restrictions for Northridge Heights Fifth Addition, Lots 1 through 24, Ames, Story County, Iowa was filed by Uthe Development Company as "Declarant" (the "Original Declaration"); *Inst. 03-11392*

**WHEREAS**, subsequent to the filing of the Original Declaration, all the town homes on the Lots affected by the Original Declaration (which are the same as those Lots affected by this Amended and Restated Declaration of Covenants, Conditions and Restrictions Northridge Heights Fifth Addition) have been constructed, sold and transferred to Owners;

**WHEREAS**, Uthe Development Company no longer has any interest in the Lots affected by either the Original Declaration or this Amended and Restated Declaration of Covenants, Conditions and Restrictions Northridge Heights Fifth Addition; and has transferred all its rights and authority regarding establishing and/or amending the Original Declaration to CCTHA; and

**WHEREAS**, CCTHA desires to amend and restate the covenants, conditions, easements and restrictions governing Northridge Heights Fifth Addition for the benefit of the Owners and to provide for the Association to operate and Maintain Common Areas and Common Elements of the Addition;

**NOW, THEREFORE**, CCTHA hereby publishes and declares that all of the real estate included in and forming part of the Addition ("Addition" is defined below) shall be held, sold and conveyed subject to the following covenants, conditions, easements, restrictions, limitations and obligations, all of which are for the purpose of protecting the value and desirability of the Addition, and all of which shall run with the land and shall be a burden upon and a benefit to any and all parties acquiring or owning any right, title or interest in any part thereof, and their heirs, successors, assigns, grantees, executors, administrators, and devisees.

**ARTICLE I  
INTENT; DEFINITIONS**

**1.01 Intent.** It is the intent of this Declaration to provide covenants, conditions, and restrictions to ensure the proper use and appropriate development of Improvements to each Lot in the Addition. It is further the intent to provide for the Association to perform the operation, Maintenance, Repair, Replacement, alterations, improvement, or modification of the Common Areas and CCTHA Improvements.

**1.02 Definitions.**

- a) "Addition" shall mean Northridge Heights Fifth Addition, Ames, Story County, Iowa.
- b) "Association" shall mean Chilton Crossing Town Home Association, a nonprofit corporation organized pursuant to Chapter 504A of the Code of Iowa, and its successors and assigns.
- c) "Board" shall mean the Board of Directors of the Association duly elected in accordance with the Articles of Incorporation and Bylaws of the Association.
- d) "City" shall mean the City of Ames, Story County, Iowa.
- e) "Common Area" shall mean a Lot which is owned by the Association for the use and benefit of the members of the Association and on which, either by recorded restrictions, recorded plats or zoning, no Town Home may be constructed.
- f) "Common Element" shall mean those items installed and/or managed by CCTHA, including, but not limited to, gazebos, flower gardens, and other CCTHA Improvements.

- g) "CCTHA Improvements" shall mean those Improvements CCTHA Maintains within the Addition, including, but not limited to, landscaping on common areas, pedestrian and bike paths, and any Additional Improvements, whether similar or dissimilar to any of the foregoing that CCTHA chooses to construct Maintain, Repair, Replace, alter, improve or modify, including, without limitation, private streets within the Addition.
- h) "CCTHA/Owner Remedies" shall be as defined in Paragraph 6.01 hereof.
- i) "Lot" shall mean Lots 1 through 24 in the Addition.
- j) "Maintain" or "Maintenance" shall mean actions which slow or prevent the deterioration of property or equipment.
- k) "Occupant" shall mean an Owner and any person from time to time entitled (see section 2.01 c) to use and occupy any building, or any part of any building on a Lot, under any lease, deed, license or other instrument or arrangement by which such person has acquired rights with respect to the use and occupancy of any building or part of a building on a Lot in the Addition.
- l) "Owner" shall mean the person or persons who from time to time collectively hold the entire fee title to any Lot in the Addition, including buyers under executory contracts of sale (but shall not include any person who holds such fee title merely as security for a loan, unless and until such person has succeeded to Ownership by enforcement of its remedies under such loan documents).
- m) "Repair" shall mean actions that rectify the deterioration of property or equipment.
- n) "Replacement" or "Replace" shall mean obtaining and / or installing a new product that is identical or reasonably equivalent to the original product when determined necessary in the sole, unrestricted discretion of the CCTHA Board.
- o) "Roof" shall include the following components: decking, drip edge, ice and water shield, underlayment, starter shingles, shingles, Roof flashing, passive ventilation.
- p) "Siding" shall mean the Siding material, color-matched trim, underlying vapor barrier and exterior sheeting.
- q) "Stonework" shall mean the faux stone, associated mortar or grout, lath, vapor barrier and exterior sheeting.
- r) "Town Home" shall mean the dwelling constructed on any Lot, whether it is an attached or unattached building.

- s) "Zoning Ordinance" shall mean the zoning ordinances of the City of Ames, Iowa.
- t) Words and phrases in this Declaration, including the acknowledgment, shall be construed as in the singular or plural number, unless the context permits only one such number.
- u) Words defined elsewhere in this Declaration shall have that meaning throughout the Declaration and not just in the Section in which such word is defined, unless the definition expressly states otherwise.

**ARTICLE II  
GENERAL USE RESTRICTIONS AND BUILDING SPECIFICATIONS**

The Lots in the Addition shall be held, occupied, sold and conveyed subject to the following use restrictions and building specifications, as well as those restrictions set forth elsewhere in this Declaration:

**2.01 Uses.**

- a) All Lots in the Addition shall be for Town Home use. In addition to the covenants, conditions and restrictions set forth in this Declaration, the Addition shall be subject to additional declarations of covenants, conditions, restrictions, and easements, including, but not limited to, architectural standards, easements, common areas, assessments and other matters necessary and proper for the development of the Addition. Furthermore, in addition to Lots being subject to the provisions of this Declaration, including, but not limited to, assessments made pursuant to this Declaration, the Lots shall be governed by the Association created to operate and Maintain the Common Elements. In no event shall anything in an Association document be deemed to amend this Declaration.
- b) No full-time or part-time regular and ongoing business operations shall be conducted by any Owner, or maintained on any Lot other than one which is allowed by applicable zoning ordinance(s) and/or incidental to a business, profession or occupation of the Owner which can be wholly conducted within the Owner's residence. The foregoing shall not be construed to prohibit Owners from working remotely by use of technological equipment. No child-care service or activity shall be regularly conducted on any Lot, except for incidental childcare activities for the sole benefit of the Owner of a Lot.

- c) To preserve the Owner-occupied nature of the Addition, no short-term or long-term lease or rentals or other permissive occupancy is permitted without the unanimous, written consent of all the officers of the Association, which consent may be denied in the Association's unrestricted discretion. Allowance of any particular situation shall not be construed to allow any other similar tenancy.  
Under no circumstances will non-Owner occupancies or rentals of less than one year be permitted other than a tenancy/occupancy by an Owner's parents, spouse, siblings, and/or children.

**2.02 Architectural Standards.** No building or structure shall be constructed, altered or maintained upon any Lot other than Town Homes each with an attached private two-stall garage. Any modification, addition, or Repair that alters the exterior of a Town Home or Common Element requires prior approval from the CCTHA Board. Modifications include the addition of awnings, pergolas, gazebos, and shade sails.

**2.03 Landscaping and Yard.**

- a) No gardens shall be placed on any Lot.
- b) An overall landscape plan shall be submitted to the CCTHA Board for approval prior to the installation or Replacement of any landscape outside the existing landscaped area.
- c) Prior to planting, all lot trees must be approved by the CCTHA Board and shall be selected from the following varieties: Linden, River Birch, Maple, Oak, Elm, Conifers, or others approved by the Board. No edible fruit bearing trees shall be used for Lot plantings.

**2.04 Fences and Hedges.** No fences, walls, hedges, or barriers shall be permitted upon Lots or adjoining property lines except as follows:

- a) Fences may be placed ONLY between decks and patios. All fences must be approved by the CCTHA Board in writing. No fence shall exceed six (6) feet in height.
- b) All fences shall be kept in good Repair and attractive appearance by the Owner. All wood fences shall be natural in color, stained, or painted in soft, earth tone colors to blend in with the terrain.
- c) Notwithstanding anything in this Declaration to the contrary, no Owner shall have the right to erect a fence or other barrier within or across any easement area shown upon the final plat of any plats within the Association without the prior consent of the City or utility company or other person or entity for whose benefit such easement runs, as applicable. Any fence or barrier erected within or across an easement area without such consent may be taken down by the person for whose benefit such easement runs in the exercise of any rights granted by such easement without any obligation to such Owner to restore or Repair such fence.

**2.05 Mailboxes.** All mailboxes for delivery of mail by the United States Postal Service shall be placed in a block and not individually on each Lot. The boxes shall be Maintained by the United States Postal Service.

**2.06 Playhouses, Utility Buildings and Other Accessory Structures.** No playhouses, playground equipment, sandboxes, swimming pools, utility buildings, storage sheds or other similar structures shall be permitted. No basketball goal (whether attached to the exterior of a Town Home or affixed to a free-standing pole), soccer goal, baseball backstop or other similar sporting equipment shall be constructed upon any Lot.

**2.07 Garbage Cans and Equipment; Holiday Displays.** No trash receptacles, garbage cans or recycling bins shall be permitted to be located upon a Lot except on pickup day or the day prior. No exterior holiday decorations shall be erected more than six (6) weeks prior to the holiday and all exterior holiday decorations shall be removed within three (3) weeks following the holiday, weather permitting.

**2.08 Restricted items.** No tent, trailer, watercraft, snowmobile, ATV, camper, motor home, or truck rated larger than 1-ton or other movable enclosure shall be placed or parked on any Lot or private street within public view for more than twenty-four (24) hours in any week. In the event of violation of this provision, the Association may, after reasonable notice, remove such watercraft, snowmobile, recreational vehicle, trailer or other similar vehicle, and the cost of such removal and any attendant storage costs shall be the sole responsibility of the Owner of the removed item.

**2.09 Temporary Structures; Mobile Homes.** There shall be no occupancy of temporary structures or partially completed structures. No manufactured or prebuilt home or other building shall be moved onto any Lot. No mobile homes shall be permitted at any time.

**2.10 Satellite Dishes.** Satellite dishes or parabolic devices more than 22" in diameter used to receive television or other signals from satellites shall not be permitted. CCTHA may increase or decrease the permitted size of satellite dishes or parabolic devices by a written notice which shall be kept on file with the Association and shall be uniformly applied, except that any previously lawfully existing satellite dish or parabolic device that is in excess of the newly established maximum diameter for such devices may be Maintained and Repaired, but not Replaced. The satellite dishes or parabolic devices shall be mounted on a rear elevation or the rear half of the side elevation if no rear elevation exists. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation

**2.11 Towers; Antennas; Flagpoles; Clothes Lines.** No extension tower, projection tower, receiver or antennas of any kind shall be constructed or placed on any Lot or on the exterior of any building on a Lot. No in-ground flagpoles are allowed on any lot. No clothes lines of any sort shall be placed, allowed or placed on any lot.

**2.12 Pets/Animals.**

- a) No animal, livestock, poultry, snakes, or exotic animals of any kind shall be raised, bred, or kept on a Lot except that dogs, cats and other small commonly accepted domestic pets may be kept so long as they are not kept or bred, for commercial purposes or sale to the public. In no event, however, shall more than two pets, collectively, be maintained on any one Lot at any one time. No dogs or cats shall be permitted outside of any Town Home unless tied or leashed and attended by its owner. No animal runs, kennels, animal houses or above-ground or "invisible" pet fencing shall be permitted.
  
- a) Pets, which regularly and unreasonably interfere with the peaceful enjoyment of the property by any resident within the Addition, as determined in the sole discretion by the CCTHA Board, shall not be allowed in the Addition. Any pet which the CCTHA Board determines is regularly and unreasonably interfering with the peaceful enjoyment of the property by any resident within the Addition, shall be removed by the Owner of such pet within forty-eight (48) hours of notice from the CCTHA Board to do so. If the Owner of the pet is unknown or cannot be found the CCTHA Board may remove the pet without notice. The Association may enforce compliance with the foregoing provision by injunction, and the costs removing the pet, including, but not limited to the costs of obtaining an injunction, as well as legal costs, together with the costs of any required bond, shall be paid by the Owner of the pet.
  
- b) The Owner shall remove all animal excrement from any Lot or Common Area within the Addition. If a pet Owner shall repeatedly fail to remove their pet's excrement, the CCTHA Board may, in its sole, unrestricted discretion, hire someone to remove the excrement, and the Owner of the pet shall pay all costs of such removal.
  
- c) Nothing in this section should prevent anyone from owning a service dog or emotional support animal, provided that the Owner of such animal contacts the Association if an accommodation is necessary.

**2.13 Utilities and Utility Meters.** All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private water wells or septic systems shall be permitted on any Lot. No window mounted or exterior-wall mounted heating or air-conditioning units are permitted.

**2.14 Noxious Activities/Nuisance.** No noxious or offensive activity, noise, odors or lights, as determined in the sole, unrestricted discretion of the CCTHA Board, shall be permitted on or to escape from any Lot, nor shall anything be Maintained or done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.

**2.15 [INTENTIONALLY DELETED]**

**2.16 Construction Clean Up and Maintenance.** Each Owner shall confine all of its construction activities solely to its Lot, shall keep its construction site clean, shall prevent any damage to any of the CCTHA Improvements and shall prevent any dirt, construction debris or other material from their Lot from being washed, blown, thrown, dumped, deposited or otherwise getting into the storm sewers, any overland flowage ways, the public streets, the public sidewalks or trails or onto any other Lot. Weekly clean-up of trash and debris is required.

**2.17 Signage.** Signage within the Addition impacts the aesthetics of the neighborhood and property values. All signage shall meet the following requirements and restrictions:

- a) Signage on a Lot shall be limited to
  - i. address signage
  - ii. Owner identification signs
  - iii. signs advertising real estate for sale ("For Sale Signs")
  - iv. sign for garage sales ("Garage Sale Signs")
  - v. signs for special event signs (such as birthdays, graduations, or anniversaries, hereafter "Event" Signs)
  - vi. signs for political campaigns and public voting matters ("Political Signs") and
  - vii. other signs approved in writing by the CCTHA Board.
- b) For Sale Signs shall only be displayed while the applicable Town Home is for sale and must be removed the *day* following the closing of the sale.
- c) Garage Sale Signs and Event Signs shall be displayed only one day before the sale or event, during the sale or event and must be removed by the day following the sale or event.
- d) Political Signs shall be displayed only up to two weeks prior to the date of the vote or election, the *day* of the vote or election, and must be removed by the day following the vote or election. Political Signs not related to an election may be displayed only for a maximum of two weeks.
- e) No signs other than those described in Subsection a-d of this Section 2.17 will be permitted without the written consent of the CCTHA Board, who shall also determine the length that such sign may be displayed.
- f) All the foregoing described signs shall be limited to no more than a 30" wide by 24" high and shall be professionally constructed. No hand painted signs will be allowed. Except for address and Owner identification signs, no signs shall be erected on any building elevation, erected so that it is visible through windows or glass openings or, except for vehicles with professionally made business signage on the vehicle, attached to vehicles parked within the neighborhood.



**2.18 Recreational Fires.** Wood fueled recreational fires of any kind, contained (fire pits, fire rings, chiminea, etc.) or uncontained, are expressly prohibited on any lawn, deck, patio or porch at any time. Firewood shall not be stored on any Lot. Natural gas or propane fueled recreational fires are permitted, but placement of these recreational fires must be compliant with the City of Ames Fire Code and cannot be on lawns.

Outdoor cooking fires contained within a barbeque grill are not considered a recreational fire (City of Ames, Chapter 8, and Fire Code) and are permitted.

**2.19 Solar panels: Wind turbines.** Solar panels may only be mounted on the shingled surface of a Roof and shall be mounted on the rear elevation only. In no event shall a solar panel be mounted on the front elevation or a side elevation. Owners are responsible for mitigating Roof damage or leaks related to the installation or operation of their solar panels. Owners are also responsible for scheduling and paying for the removal and reinstallation of solar panels when Roof Replacement is required. Roof and ground mounted wind turbines are prohibited.

### **ARTICLE III EASEMENTS**

#### **3.01 Utility Easements.**

- a) **Utility Easements.** Easements for the installation and Maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Addition. The Owner of a Lot shall, at his or her own expense, keep and preserve that portion of the easement within their property in good repair and condition at all times and shall neither erect nor permit erection of any building structure or growth of trees within said easement.
- b) **Association Easement.** CCTHA has an easement of ingress and egress onto all Lots for the purpose of fulfilling its obligations and/or enforcement of CCTHA/Owner Remedies.

### **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION**

#### **4.01 Membership.**

- a) **Every Owner of a Lot shall be a member of the Association.** A person who is not an Owner of a Lot may not become a member of the Association and will not be allowed access or use of any CCTHA Improvements, other than as a guest or invitee of a member (which shall be subject to the Articles of Incorporation, Bylaws of the Association, and rules and regulations established by the Association from time to time), unless and until such person becomes the Owner of a Lot.

- b) Membership shall be appurtenant to and may not be separated from ownership of any such Lot. Ownership of a Lot shall be the sole qualification for membership.

**4.02 Voting Rights.** The Association shall have one class of voting members. Members shall be each Owner of a Lot. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote attributable to 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 one Lot. Voting rights are further specified in the Bylaws of the Association.

**4.03 Authority and Obligations.** The Association through its Board of Directors shall have the right, power, and authority to:

- a) provide for the enforcement of this Declaration;
- b) borrow money and own property; mortgage, pledge and convey real property and personal property;
- c) provide for any operation, Maintenance, Repair, reconstruction, restoration, Replacement, or improvement of CCTHA Improvements or any Improvements hereafter made by the Association; including, without limitation, private streets, streetlights, gazebos, and sidewalks owned by the Association;
- d) provide for the installation, Maintenance and care of landscaping in the Common Areas;
- e) create an escrow account from assessments to cover Repair and Replacement of these exterior components: Siding, Stonework, Roofs, gutters / fascia, flashing, metal trim, passive attic vents and painting of garage doors, but NOT underlying structural elements or framing of said components and NOT the Repair or Replacement of exterior lighting, windows, doors, decks, or patios, concrete driveways within any Lot, sidewalks, stoops, or other concrete improvements located on, or adjacent to any Lot within the Addition, including (but not limited to) cracking or chipping that may occur.

The Association shall not be required to make any Repair or Replacement necessitated by:

- i. negligence or abuse committed by an Owner, Occupant, contractor or any of their agents or invitees.
- ii. an insurable peril, including, without limitation, wind, rain, hail, fire, flooding, lightning.

- f) provide mowing, fertilization, and bush and tree trimming for all common areas; provide mowing, fertilization, weed prevention for all Lots; but not weeding, mulching, rock/mulch Maintenance or bush and tree trimming in the landscaped areas of lots. Members are responsible for the Maintenance and Replacement of all trees, bushes and shrubs on their Lot;
- g) provide snow removal on driveways and sidewalks for all Lots but not for decks, patios, or bike and pedestrian trails. The goal is to maintain a serviceable but not necessarily ice or snow free concrete surface;
- h) provide for basic, weekly waste removal. Fees for additional waste removal services will be the responsibility of the Owner incurring those fees. Disposal of yard waste is the responsibility of the Owner;
- i) provide for the Maintenance and Repair of all bike and pedestrian trails within the Addition, to the extent not done by the City of Ames, Iowa;
- j) Maintain, Repair, and/or Replace Common Elements for the benefit of the Owners and, in the discretion of the CCTHA Board, perform services on behalf of the Owners of one or more of the Lots;
- k) hire accountants, architects, contractors, lawyers, managers, employees, and such other persons as necessary or desirable to carry out its duties;
- l) purchase such insurance as may be reasonable, including, but not limited to, general liability insurance, property and casualty insurance and officers and director's coverages;
- m) levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided; no bills will be paid by the association for services or supplies that are not approved by the CCTHA Board of Directors prior to the provision of the applicable service being rendered or the contracting for such purchase is made;
- n) enter contracts as may be necessary or desirable to carry out the provisions of this Declaration;
- o) establish rules and regulations for the use of the Common Elements and easement areas which are established for the benefit of the members of the Association and their guests and invitees which may include remedies and the imposition of fees for the violation of such rules and regulations;
- p) otherwise establish such procedures and policies as may be necessary or deemed desirable to provide for the general welfare of the Owners and Occupants of the Addition, in accordance with the spirit and letter of this Declaration, including the power to make variances in this Declaration; and

- q) do such other things as are reasonable or necessary to carry out its obligations hereunder or under any agreement with any Owner of any Lot.

**ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**5.01 Creation of Lien and Personal Obligation.** CCTHA hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association assessments as provided in this Declaration. The assessments levied by the Association and any other charges against the Owner of a Lot set forth elsewhere in this Declaration, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot of such Owner and shall be a continuing lien upon such Lot senior to all liens except the first mortgage of record and any special assessments levied by the City. Such assessment or charge, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment or charge fell due. The personal obligation for delinquent assessment or charge shall not pass to said Owner's successor in title unless expressly assumed by them.

**5.02 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of carrying out the general duties and powers of the Association, including, but not limited to operation, Maintenance, Repair, reconstruction, restoration, Replacement, or alteration of the CCTHA Improvements to the Addition or the Improvements hereafter constructed by the Association as provided in this Declaration, insurance coverage of the Association and its property, any legal or other costs of enforcement of this Declaration, and for such reasonable reserves as the Board deems necessary. See Section 4.03 supra. In making such assessments, the amount to be levied shall be equal to and limited to the actual cost to the Association of providing those functions and services set forth in this Declaration.

**5.03 Rate of Assessment.** The assessments levied on and against Lots within the Addition and the Owners thereof, shall be a share of the total amount of each assessment prorated among such Lots within the Addition and the Owners thereof as of the beginning of the period for which such assessment applies.

**5.04 Procedures.** All assessments shall be made in the manner and subject to the following:

- a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title of the assessable property and deposited in the United States mail with postage prepaid or may be given by posting a notice of the assessment upon the Town Home subject to the assessment. Assessments and notices may be sent by email to the members in lieu of mail addressed and sent by the United States Postal Service. Each member shall provide the association secretary with one active email address per Lot.

- b) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided, unless the assessment by its own terms provides for payment in monthly, quarterly, or semi-annual installments, in which case each payment shall be due as stated in the notice. From and after the date when said payment is due, it shall bear interest at lesser of (i) the rate of twelve percent (12%) per annum, or (ii) the maximum rate allowed by law, until paid and such payment and interest shall constitute a lien upon the assessable property which lien shall continue in full force and effect until the assessment is fully paid. The Board may also impose a late charge in such amount, as it shall establish from time to time and set forth in any notice of assessment to defray the Association's administrative costs associated with collecting delinquent assessment payments.
- c) Notwithstanding any other provision herein, the Association may bring an action at law against the Owner personally obligated to pay any assessment, or may foreclose the lien against the assessable property in the manner provided for foreclosure of a mortgage, or both, and all costs incurred by the Association, including attorney fees, shall be added to the amount of such assessment. No Owner of assessable property may waive or otherwise be relieved of liability for the assessments provided for herein by non-use of the Common Areas or Elements or abandonment of its assessable property.

**ARTICLE VI  
GENERAL PROVISIONS; DURATION OF DECLARATION**

**6.01 Enforcement of Restrictions.** CCTHA and each Owner of a Lot in the Addition which is subject to the terms and conditions of this Declaration shall have the right to enforce this Declaration and each and every covenant, condition, easement, provision, restriction and term of this Declaration and in the event of the breach of any such covenant, condition, easement, provisions, restriction or term contained in this Declaration, CCTHA and each Owner shall have the right to exercise all rights and remedies available at law or in equity and to CCTHA/Owner Remedies as defined herein. All Owners of Lots within the Addition covenant and agree, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and that this Declaration may be specifically enforced by CCTHA or the Board. All remedies provided for in this Declaration or which are otherwise available at law or in equity shall be cumulative. Neither CCTHA nor any Owner of a Lot which is subject to the terms of this Declaration shall have any liability to any person or entity for any failure to enforce any provision of this Declaration.

CCTHA Remedies shall include, but not be limited to, the following:

- a) If an Owner fails to comply with any provision in this Declaration and such failure continues for more than thirty (30) days after written notice from CCTHA, then CCTHA shall have the right, but not the obligation, and a permissive easement to enter upon the premises and perform such acts as are necessary to cause compliance with this Declaration, at the expense of the

Owner of the Lot where such failure to act has occurred, and, in such event, CCTHA shall have a right of action against the Owner of such Lot for collection of the costs expended by CCTHA to bring the Lot into compliance with this Declaration, plus reasonable costs, including attorney fees of collecting such amount, plus interest at the lesser of (x) twelve percent (12%) per annum or (y) the maximum rate allowed by law for the date such cost is incurred until paid; and CCTHA shall have a lien against such Lot from the date an affidavit reciting the giving of such notice, the performance of such work and the cost thereof is filed in the office of the Recorder of Story County, Iowa, until such amount, plus the reasonable costs, including attorney fees of collecting such amount and costs of filing such lien incurred by lienholder is paid by the Owner of the affected Lot.

- b) If either CCTHA or an Owner shall seek to enforce this Declaration by any legal proceedings for damages, or by an injunction, then, to the maximum extent allowed by law, the posting of a bond shall be waived.

**6.02 Breaches Deemed to be a Nuisance.** Every act or omission that violates, in whole or in part, any of the covenants, conditions, easements, provisions, restrictions and terms contained in this Declaration is hereby declared to be a nuisance, and every remedy allowed by law or equity therefor shall be applicable against the party who so violates this Declaration and may be exercised by CCTHA or by any Owner of a Lot which is subject to this Declaration.

**6.03 Attorneys Fees.** In the event, in the reasonable opinion of the CCTHA Board, it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration, including, but not limited to, the costs of obtaining and/or continuing an abstract of title to the Lot in question, the costs of any contemplated or actual legal proceedings, and the costs of preparation and presentation of any evidence shall be the obligation of the Owner of the Lot which is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration; however, such Owner shall not be obligated for any such attorney fees and costs incurred by CCTHA if the Owner offers to settle the matter for an amount equal to or greater than that finally approved by a court of competent jurisdiction and/or by taking or forbearing from the requested action, as appropriate. If such costs and attorneys' fees are not paid within ten (10) days from the date of written notice thereof by CCTHA to the Owner of such Lot, said fee and costs shall thereupon constitute a lien against the property in question. The same as the lien for the general assessment pursuant to the provisions of Article V hereof, and all interest and remedies applicable to such lien shall apply thereto.

**6.04 Inspection.** Representatives of the Association who are authorized by the Board may, from time to time, at any reasonable hour or hours, enter and inspect any Lot subject to this Declaration to ascertain compliance therewith.

**6.05 Failure to Enforce Not a Waiver of Rights.** The failure of CCTHA, or any Owner of a Lot which is subject to this Declaration to enforce any condition, covenant, easement, provision, restriction, reservation or term of this Declaration in any one instance shall not be deemed a waiver of the right to do so thereafter nor shall it be deemed to constitute a waiver of the right to enforce any other condition, covenant, easement, provision, restriction, reservation or term of this Declaration.

**6.06 Rights of Third Parties.** Nothing in this Declaration shall be construed so as to impose or create any duty or obligation on either CCTHA or any Owner of any Lot which is subject to this Declaration to the benefit of the general public, third parties, or invitees, guests, employees, agents, principals or licenses of any Owner or Occupant of any Lot which is subject to this Declaration.

**6.07 Liability.** Neither CCTHA nor its respective members, directors, officers, employees, agents or representatives shall have any liability to or for damages of any sort to any Owner or Occupant or to any other person or entity for any exercise or failure to exercise any right or duty or obligation, if any, of CCTHA hereunder, or in any manner arising herefrom, or for the granting of approval or withholding of approval, required or permitted under the terms of this Declaration, except as provided herein.

**6.08 Condemnation.** In the event of any taking by a governmental body or other entity that has the power of eminent domain that involves a taking of all or part of CCTHA Improvements, the Owners of each Lot agree, by acceptance of a deed to such Lot, whether or not it is so expressly stated in such deed, that the Association shall have and shall be deemed to have an interest in proceeds to be paid for such taking in the amount necessary to Repair, restore or Replace the portion of such Improvements so taken as near as practicable to a functional whole to serve the same purpose after such taking as the facility so taken served prior to such taking. In the event that the awards or payments received from such condemnation are inadequate to pay the entire cost to complete such Repair, restoration or Replacement of such Improvements, then the remaining cost shall be assessed against all Owners of Lots in the Addition in proportion to their respective assessment shares. All amounts due to the Association from the Owners of any Lot shall constitute a lien against the property in question, the same as the lien for the general assessment pursuant to the provisions of Article V hereof, and all interest and remedies applicable to such lien shall apply thereto.

**6.09 Proof of Insurance.** All Owners shall carry insurance covering the town home on their Lot for its full Replacement cost with an endorsement (HO 04 10) designating Chilton Crossing Town Home Association as having an Additional Interest. The Owner shall annually furnish the Association with a certificate of insurance covering such insurance / endorsement so maintained by the Owner. If an Owner fails to provide proof of current insurance / endorsement following written notification to do so, the Association may impose a fee (in an amount to be determined by the Board of CCTHA) for the second non-compliant month and the fee shall double each succeeding month for as long as the Owner is in breach of this covenant. Until paid, said fee shall constitute a lien upon the assessable property which lien shall continue in full force and effect until the total fee is fully paid.

**6.10 Estoppel Certificates.** The Association shall issue to any Owner of a Lot or to any mortgagee of, or purchaser from, any Owner of a Lot, an Affidavit Explanatory of Title or Estoppel Certificate in such form as may reasonably be requested.

The Association shall be entitled to establish a reasonable fee for the provision of a certificate in accordance with the foregoing provisions and may condition the delivery of such certificate upon the payment of the applicable fee.

**6.11 Covenants Binding and Running with the Land.** Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of CCTHA and the Owners of each Lot in the Addition, and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

**6.12 Duration.** The Covenants, Conditions and Restrictions in this Declaration shall be binding and in effect for twenty-one (21) years and shall automatically renew for successive terms of ten (10) years each, unless sooner modified or terminated.

**6.13 Amendment of This Declaration.** This Declaration may be amended or changed by an instrument recorded in the Office of the Recorder of Story County, Iowa, approved by at least two-thirds (2/3) of the then Owners.

**6.14 Release Upon Sale.** Notwithstanding anything in this Declaration to the contrary, it is expressly understood and agreed that any first mortgagee that shall have acquired title to any Lot, or portion thereof, through foreclosure or deed in lieu of foreclosure, shall not be personally liable for any obligations under this Declaration that arose with respect to the obligations of the Owner of such Lot prior to the date such mortgagee acquired title thereto; provided, however, that any existing lien or right to a lien against such Lot allowed by this Declaration or as a result of the enforcement of this Declaration with respect to matters occurring before such mortgagee so acquired title thereto and shall continue and remain in full force and effect.

**6.15 Severability.** In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

**6.16 Time of Essence.** Time is of the essence with respect to the performance of each of the conditions, covenants, terms and provisions of this Declaration.

**6.17 Governing Law.** This Declaration shall be construed in accordance with the laws of the State of Iowa.



**6.18 Captions.** The captions of the Articles, Sections and Subsections of this Declaration are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

**ARTICLE VII  
OBLIGATIONS OF OWNERS**

**7.1 Activities.** Owners shall not allow any activities on their Lot, or within their Town Home, which, in the reasonable opinion of the CCTHA Board, shall:

- a) be an annoyance or a nuisance to the neighborhood;
- b) be unlawful; or
- c) cause, any noise or activity that disturbs the peace, comfort and quiet enjoyment of other Owners in the Addition or those claiming under or through other Owners.

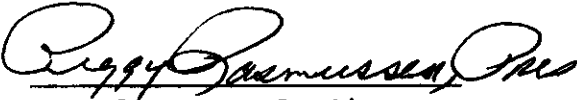
**7.2 Pests.** Owners shall, at such Owner's sole cost and expense, keep their Lot and their Town Home free of pests.


**7.3 Maintenance, Repair and Replacement.**

- a) Owners shall be responsible for all Maintenance, Repair, and Replacement of anything located in the interior of their town home (including, without limitation, any flooring, drywall, interior surfaces and finishes, woodwork, cabinetry, HVAC, plumbing, electrical equipment, appliances). Only to the extent that CCTHA is not otherwise responsible, Owners shall also be responsible for the Maintenance, Repair and Replacement of any exterior element of their town home.
- b) The Owner of any Lot shall keep their Lot free of debris. In Addition to the responsibilities described in section 4.03, f), the Owner of each Lot is responsible for weed control in the landscaped areas immediately adjacent to their home. These landscaped areas must be kept in a neat and presentable condition. This includes, but is not limited to, control of leaves, mulch, weeds, dead/diseased/invasive trees, and shrubs. Weeds are defined as invasive grasses, plants, and typical broadleaf weeds. Invasive trees shall include, but not be limited to, mulberry and cedar trees.

**IN WITNESS WHEREOF**, Chilton Crossing Town Home Association has duly executed this Declaration as of the date and year first above written.

**Chilton Crossing Town Home Association**

By:   
Peggy Rasmussen, President

By:   
Jeffrey Jutting, Secretary

STATE OF IOWA, COUNTY OF STORY, SS: Story

This record was acknowledged before me on this And day of April, 2024 by Peggy Rasmussen as President and Jeff Jutting as Secretary of Chilton Crossing Town Home Association.

  
Notary Public

