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STORY COUNTY, IOWA  
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INSTRUMENT PREPARED Deborah S. Krauth, Nyemaster Law Firm, 1416 Buckeye Avenue,  
BY: Suite 200, Ames, Iowa 50010-8070 (Tel: 515-233-3000)**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS APPLICABLE TO  
CAMERON PINES ESTATES, STORY COUNTY, IOWA**

This Declaration of Covenants, Conditions, Easements and Restrictions applicable to Cameron Pines Estates, Story County, Iowa, (the "Declaration"), is made this 11th day of June, 2002, by **Hunziker Land Development Company, L.L.C.**, an Iowa limited liability company ("Declarant").

**WHEREAS**, Declarant is the owner of certain real property known as **CAMERON PINES ESTATES**, located in Story County, and more particularly described on Exhibit "A" attached hereto and incorporated herein; and

**WHEREAS**, Declarant is desirous of protecting the value and desirability of the whole of **CAMERON PINES ESTATES** including the real property described on Exhibit "A".

**NOW, THEREFORE**, Declarant hereby declares that all of the properties described on Exhibit "A", namely consecutively numbered Lots 1 through 21, and all outlots shall be held sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**I. DEFINITIONS**

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

- A. "Accessory Structures" shall mean any enclosed, covered structure not directly attached to the residence to which it is appurtenant.
- B. "Association" shall mean the Cameron Pines Estates Owners Association, a non-profit 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 Bylaws of the Association.
- D. **“Cameron Pines Estates”** or **“Property”** shall mean and refer to the real property located in the residential subdivision described more specifically on Exhibit “A” attached hereto.
- E. **“Common Area”** shall mean all areas designated as outlots in the subdivision and deeded to the Association.
- F. **“County”** shall mean Story County, Iowa.
- G. **“Declarant”** shall mean and refer to the signatories hereto and its successors and assigns.
- H. **“Dwelling”** shall mean a single family residential building or structure.
- I. **“Improvements”** shall mean and include buildings, Accessory Structures, driveways, parking areas, sidewalks, and any structure of any type of kind, and all additions to any of the foregoing.
- J. **“Lake Access Lot”** shall mean that out lot noted on the subdivision plat abutting the lake to the Northeast and designated as Outlot A.
- K. **“Lake Lot”** shall be Lots 5, 7, 8, 19, 20 and 21, those Lots abutting the shoreline of the lake.
- L. **“Lot”** shall mean and refer to any individual platted lot that is described in Exhibit “A”, as shown on the recorded plat of Cameron Pines Estates.
- M. **“Owner of a Lot”** or **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any lot which is a part of Cameron Pines Estates.
- N. 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.
- O. 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.

## **II. DESIGNATION OF USE**

All Lots in CAMERON PINES ESTATES shall be known and described as a single family residential lot, and shall not be improved, used or occupied for other than single family residential purposes. No full time or part time business activity may be conducted on any Lot or in any building or structure constructed or maintained on any Lot in Cameron Pines Estates except model homes will be permitted during the construction period thereof and except that a home office business without outside employees will be allowed to operate out of a Dwelling. The homes may not be duplexed or modified to accommodate a rental dwelling unit for someone other than an immediate family member.

## **III. BUILDING AREA/MINIMUM HOUSE SIZES**

No dwelling shall be constructed or permitted to remain upon any lot in this subdivision unless it meets the following size requirements:

- A. One-story Dwellings must have a ground floor finished area of not less than 1,600 square feet.
- B. One and one-half story Dwellings must have not less than 1,200 square feet of finished area on the ground floor. The total finished area of the ground floor and the second floor must be not less than 2,000 square feet.
- C. Two-story Dwellings must have 1,200 square feet of finished area on the ground floor and a total finished area of the ground floor and the second floor must be not less than 2,200 square feet.
- D. Split-level Dwellings must have not less than 1,300 square feet of finished area on the level or levels directly under the roof and a total finished floor area of not less than 2,000 square feet.
- E. No building shall be erected on any Lot unless the design and location is in harmony with existing structures in the tract.
- F. In the computation of ground floor area of a Dwelling, the same shall not include any porches, breezeways or attached or built-in garages.

## **IV. GENERAL USE RESTRICTIONS and BUILDING SPECIFICATIONS**

- A. **Character.** No building or structure shall be constructed, altered, or maintained on any Lot other than one detached single-family dwelling with an attached private garage and other accessory structures permitted by this Declaration.

- B. **Exterior Foundations.** Exposed foundations must be painted to blend with exterior wall finishes. Exposed foundations greater than eight inches must be covered by an approved exterior wall finish matching the rest of the house.
- C. **Siding.** The exterior of any residence and garage located on any Lot shall be finished with a material of wood, brick, stone, stucco or simulated wood siding (steel, vinyl, cement board lap).
- D. **Roofing Materials.** Roof materials should be slate, tile, cedar shakes or composition shingles. Composite shingles shall be architectural grade, minimum thirty (30) year warranty. Shingle colors shall be muted earthtones and be compatible with and complimentary to the exterior materials and colors. White, white blend and solid black roof shingles are not acceptable.
- E. **Mailboxes.** All mailboxes shall be placed according to United States Postal Service regulations. Individual mailboxes will not be permitted. Clusterboxes will be provided by the Postal Service
- F. **Retaining Walls.** All retaining walls shall be constructed of stone or masonry products. No wood landscaping timbers shall be used to construct retaining walls. The exception for using wood landscaping timbers will be for window well retaining walls that are not visible above grade.
- G. **Landscaping.** Developer is required to plant, on each lot, street trees as specified on the Street Tree Master Plan. Street trees shall be planted in the general location shown on the Master Plan.

In Addition, the following minimum quantities of landscape plants shall be installed and maintained by the owner of the Lot after an occupancy permit has been issued on each lot.

Deciduous Tree (2 ½" cal.) or Evergreen Tree (min. 6' ht.)	2
Deciduous/Evergreen Shrubs	10

Landscape treatment should be concentrated around the front and entrance of the house. Approximately 75% of all required plant materials should be planted in the front and side yards within view of the street.

Within ninety (90) days after completion of the residence on any lot, the front yard and side yard shall be fully sodded or seeded if irrigation system is installed in the front yard. The remainder of the lot must be seeded and/or sodded. Undisturbed natural area under dense tree cover may be kept in its natural state. If weather conditions make the time

element of this requirement impossible to fulfill, the Developer shall establish a reasonable period of time for compliance, which in no event shall be longer than one (1) year from date of occupancy.

- H. **Builder.** All homes must be built by a recognized homebuilder which shall be a builder that builds a minimum of 3 homes annually.
- I. **Fences and Hedges.** No fences, walls, hedges or barriers shall be permitted upon Lots or adjoining property lines except as follows:
- (1) Walls, fences or hedges along rear property lines and side property lines not abutting common greenbelt areas shall not exceed (6) feet in height. Fences that abut common greenbelt areas and the lake must maintain a 20' setback from the greenbelt and lake and shall not exceed 6' in height.
  - (2) The fence fabric or fence screening material, shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including a chain link fence around a dog run, shall be permitted unless it is black vinyl clad fence. All fences shall be kept in good repair and attractive appearance.
  - (3) No fences shall be built forward of the center line of the house built on a lot. All fences shall be either wood or black vinyl clad. All wood fences shall be natural in color, stained or painted in soft, earth-tone colors so as to blend in with the terrain.
- J. **Playhouses and Utility Buildings.** Playhouses, utility buildings, Storage sheds or other similar structures shall be permitted, however, that the exterior and the roof are constructed of the same material, have the same color and appearance as the residential building on the same lot and are located only in rear yards. On lots abutting the common greenbelt areas, all such structures shall maintain a twenty (20) foot setback from the greenbelt.
- K. **Security Lighting.** Security lighting for driveways, parking and other areas shall be designed, located and directed in a fashion which will avoid direct lighting onto adjoining lots. All outside lighting installed on each Lot shall be approved in writing, by Declarant, prior to installation. Street lights shall be provided by the Developer and the power to operate same shall be charged to the Homeowners association.
- L. **Garbage Cans and Equipment:Outside Storage and Holiday Displays.** No trash receptacles, garbage cans or recycling bins shall be permitted to be located upon a lot unless hidden by an attractive screen of suitable height or unless sunken to ground level in a hole lined with permanent cribbing, except that garbage cans, trash sacks, recycling bins, yard refuse bags and other materials for collection by an authorized refuse collector

may be placed at the pickup area designated by the authorized refuse collection company on the day before collection and may remain until the evening of the day of the scheduled collection of the same. Items such as compost containers, lawn or garden equipment, building materials and other similar items shall be placed out of public view. Firewood shall not be stored on the front or side of a house. Stacked firewood in excess of 4' long by 3' high shall be adequately screened from view and must be stacked in the rear yard and be at least twenty (20') feet from any rear or side yard lot line. No material of any kind whatsoever may be stored in the front yard or side yard of a house (except that garden hoses may be stored in a side yard adjacent to an outside faucet if neatly coiled or contained on a hose reel, and no material of any kind shall be stored in a rear yard unless appropriately covered or screened from view by neighbors. Only retractable or collapsible clotheslines are permitted. Such clotheslines shall be retracted or collapsed when not in use. All repair of motorcycles, automobiles or other vehicles shall be done out of public view. 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.

- M. **Tents and Trailers.** No tent, trailer, boat, camper, motor home or truck rated larger than  $\frac{3}{4}$  ton or other movable or temporary structure or enclosure shall be maintained or parked on any lot or street within public view for more than a cumulative of thirty (30) days in any calendar year or 48 hours continuously.
- N. **Temporary Structures; Mobile Homes.** There shall be no occupancy of temporary structures or partially completed structures. No homes or other buildings shall be moved onto any lot from outside. No mobile homes shall be permitted at any time.
- O. **Swimming Pools.** Above ground swimming pools and hot tubs are allowed subject to the area being fenced and pool or tubs skirted in wood.
- P. **Satellite Dish.** Satellite dishes or parabolic devices in excess of twenty (20) inches in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.
- Q. **Exterior Animal Houses.** Animal runs or houses shall not be permitted unless they are located at the rear of the house or garage and extend toward the rear of the lot from that portion of the house or garage which is closest to the rear lot line. Any animal house shall have the same external appearance, color and roof material as the home situated on the lot. No

animal house shall exceed twenty (20) square feet in area. No animal house or run shall be located within twenty (20) feet of a lot line.

- R. **Towers and Antennas.** No extension tower or antennas of any kind shall be constructed or maintained on any lot or on the exterior of the residence.
- S. **Noxious Activities, Livestock.** No noxious or offensive activity, noise or odors 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. No animal, livestock, pig or poultry 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, bred or maintained for commercial purposes or sale to the public. In no event, however, shall more than two (2) of any species of animals be maintained on any lot. All animals shall be tied, kept on a leash, fenced or kept in an animal run at all times.
- T. **Signage.** Once a dwelling unit is sold and occupied as a residential dwelling unit, signage on that Single Family Lot, if any, shall be limited to (i) address signage, (ii) owner identification signs, (iii) "For Sale" signs, (iv) "Garage Sale" signs, (v) special event signs (such as birthdays, graduations, or anniversaries, hereafter "Event" signs) (vi) political signs and (vii) other signs approved in writing by Declarant. "For Sale" signs shall only be displayed while a home is for sale and must be removed the day following the closing of the sale. "Garage Sale" and "event" signs shall only be displayed one day before the sale or event during the sale or event and must be removed by the day following the sale or event. Political signs shall only be displayed up to two (2) weeks prior to an election, the day of the election and must be removed by the day of the following election. Political signs not related to an election shall only be displayed for a maximum of two weeks. Other signs permitted by Declarant shall be displayed for such times as authorized by Declarant. All such signs shall be limited to no more than a 39" wide and 24" high yard sign 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 is visible through window or glass openings or, except for vehicles with professionally made business signage on the vehicles, attached to vehicles parked within the neighborhood.
- U. **Weed Control.** The Owner or persons in possession of each Lot whether vacant or improved shall keep the same free of weeds and debris and agree that after written notice given by certified mail to such Owner or persons in possession by Declarant or the Association, or such weeds shall be cut and such debris shall be removed within fifteen (15) days, failing which Declarant or the Association, as the case may be, may enter onto the

property to cut such weeds or to remove or cause to be removed such debris, and shall have the right to action against the Owner of such lot for collection of the cost thereof.

V. **Driveways.** No building or structure shall be constructed, altered or maintained on any Lot unless it has a driveway from the street running to the Dwelling, which must be sufficient area to park at least four (4) cars entirely off the street. All driveways shall be constructed of concrete, brick or stone pavers. Asphalt and gravel driveways are prohibited. All recreational vehicles shall be parked or stored in a private garage or shall be totally screened or otherwise not visible from street view or lake view if parked or stored for a period of more than 24 hours. No parking shall be allowed on any street.

W. **Garages.** No less than a two-car attached garage will be permitted.

#### V. **BUILDING AND LANDSCAPE CONTROL**

All proposed building plans, including exterior colors, must be submitted to Declarant or its designated architect, for approval prior to the construction of any Dwelling or Accessory Structure on any Lot. Building plans submitted to the Developer will be deemed to have been fully approved in the event the Declarant has not disapproved such plans within ten working (10) days from date of submission to Declarant.

#### VI. **UTILITIES**

All utility connection facilities and services, including trunk and service lines for telephone, electricity and cable television, shall be located underground.

#### VII. **WASTEWATER AND ON-SITE WASTEWATER TREATMENT SYSTEMS**

A. All wastewater systems must comply with all state and local regulations in effect at the time of installation and be approved by the Story County Health Department prior to construction of a Dwelling.

B. All required on-site wastewater treatment systems shall be installed by the owners. Mechanical on-site wastewater treatment systems shall be used only if other types of on-site wastewater treatment systems cannot be installed and operated and use of such mechanical systems shall comply with state law requirement of maintenance agreements.



- C. The Association shall contract for inspections every other year of all on-site wastewater treatment systems by an inspector qualified to conduct septic system reviews in Story County, Iowa. The reports shall be forwarded to the Story County Health Department. Inspection fees shall be a part of the annual assessments. The Owners shall pay for all maintenance and repair required to comply with all county and state regulations.
- D. The provisions of this Section XII shall not be amended without the consent of Story County, Iowa.

### **VIII. COMMON AREA RESPONSIBILITIES**

The Association shall maintain the Common Area including, but not limited to, the following duties:

- (1) Maintain the landscaping within the Common Area.
- (2) Maintain any signage entry features, right-of-way and green space between any adjacent public road and the private streets within the Property.
- (3) Maintain the lake within the Property.
- (4) Maintain all private streets within the Property.
- (5) Remove all snow and ice from the private streets located on the Property.

The Association shall adopt rules and regulations as allowed by their governing documents to put in place such standards and assessments necessary to fulfill these responsibilities.

### **IX. EASEMENTS**

- A. **Utility Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Cameron Pines Estates. The owner or occupant of a Lot shall, at his or her own expense, keep and preserve that portion of the easement within his or her 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. **Surface Water Flowage Easements.** The topography of Cameron Pines Estates is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to such easements as may exist for the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time, and all Owners shall have such rights and obligations with respect thereto as may be provided by such law.
- C. **Lake Easement.** Declarant hereby grants to the Association a non-exclusive, irrevocable easement over, through and across Lots 5, 7, 8, 19, 20 and 21 to the extent reasonably necessary for the purpose of maintaining and repairing the shore line of the Lake or to prevent erosion of the remainder of said Lots, and an overflowage easement onto five (5) feet of such Lots in elevation above the normal water level of the Lake for the purpose of any overflow of water resulting from any precipitation, drainage into such Lake, or wind.

The Lake Easements are subject to the following conditions:

1. The Owner or Occupant of each Lake Lot shall not change the grade of or make any modifications to the portion of such Lake Lot located within twenty feet of the Lake or erect any improvements within twenty feet of the Lake without the prior written consent of the Declarant, or if the Declarant no longer owns any lots in Cameron Pines Estates or Declarant has delegated the authority for such consents to the Association, of the Board of Directors of the Association, which consent shall be in sole discretion of the Declarant or Board of Directors of the Association, provided that if consent has previously been given one Lake Lot Owner to so change the grade of, or make improvements or modifications within said twenty foot area, then consent shall not be unreasonably withheld for all similar improvements or modifications in other Lake Lots. Declarant or the Association may require, as a condition to granting such consent, that such Lake Lot Owner or Occupant, at the Owner's or Occupant's expense, furnish an opinion from a civil engineer licensed in the State of Iowa that such modifications will not adversely affect the capacity of the Lake or increase any siltation of or erosion into the Lake.
2. The Owner of each Lake Lot, including Declarant, shall erect and maintain silt control fences or other similar devices at all times to prevent erosion from such Lot into the Lake until such time as such Lot has been sodded or otherwise landscaped so as to prevent erosion into the Lake. If an Owner of any Lake lot, including Declarant, fails to adequately erect or maintain any such silt fences or other erosion control systems to prevent dirt from eroding from

such Lake Lot into the Lake and failure continues for more than three (3) days after written notice from Declarant, the Owners of any Lake Lot abutting the Lake Lot on which such default is occurring, or the Association, shall have the right and easement to enter upon the premises and erect or maintain silt fences or other erosion control systems and clean up or remove dirt and debris from the Lake Lot at the expense of the Owner of the Lake Lot which is not adequately maintained, and shall have a right of action against the Owner of such Lake Lot for collection of the costs thereof, plus the reasonable costs, including attorney's fees, plus interest at a rate of twelve percent (12%) per annum from the date such cost is incurred.

3. No private docks may be constructed into the Lake or abutting any Lake Lot.

D. **Lake Access Easements.** Declarant hereby grants to the Owners and Occupants of any and all Lots in Cameron Pines Estates, and their guests, the right to use the Lake and the Lake Access Lot and any improvements thereon for recreational purposes in accordance with terms and conditions from time to time prescribed by the Board of Directors of the Association and kept on file with the Association.

No one shall have the right to use motorized boats on the Lake.

## X. **ENFORCEMENT**

If any party shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for Declarant, or any Owners owning a Lot in Cameron Pines Estates entitled to the protection provided herein, and Story County to prosecute proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants, conditions or restrictions and to either prevent them from so doing or recover damages for such violations. Any and all rights and duties of the Declarant herein may be assigned to the Association.

## XI. **MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION**

A. **Membership.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Lot. Ownership of a Lot shall be the sole qualification for membership.

B. **Voting Rights.** The voting rights of members and the reserved rights of the Declarant are specified in the Articles of Incorporation and Bylaws of the Association.

- C. **Authority and Obligations.** The Association through its Board of Directors, shall have the right, power and authority to provide for the enforcement of this Declaration; to provide for any operation, maintenance, repair, reconstruction, restoration, replacement, or improvement of the Declarant Improvements to Cameron Pines Estates or any improvements hereafter made by the Association; to make additional common improvements for the benefit of Cameron Pine Estates; to levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided; to enter into contracts as may be necessary or desirable to carry out the provisions of this Declaration; and to otherwise establish such procedures and policies necessary or deemed desirable to provide for the general welfare, in accordance with the spirit and letter of this Declaration, including the power to make variances in this Declaration.

## **XII. COVENANT FOR MAINTENANCE ASSESSMENTS**

- A. **Creation of Lien and Personal Obligation.** The Declarant 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 land and shall be a continuing lien upon the property against which each such assessment or charge is made, senior to all liens except the first mortgage of record, any ad valorem taxes, 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.
- B. **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 Declarant Improvements to Cameron Pines Estates or the improvements hereafter constructed by the Association as provided in this Declaration, inspection, maintenance and repair of on-site wastewater treatment systems, 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. In making such assessments, the amount to be levied shall be equal and limited to the

actual cost to the Association of providing those functions and services set forth in this Declaration.

- C. **Rate of Assessment.** The assessments levied upon and against a Lot and the Owners thereof, shall be a share of the total amount of each assessment prorated to such Lot and the Owner thereof on the basis of the total number that have then been platted in Cameron Pines Estates as of the beginning of the period for which such assessment applies. Notwithstanding anything in this Section to the contrary, there shall be no assessment against Lots owned by Declarant unless there is an occupied Building located thereon or unless another provision of this Declaration expressly permits such assessment.
- D. **Procedures.** All assessments shall be made in the manner and subject to the following procedure:
- (1) 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 brief notice of the assessment upon the assessable property itself.
  - (2) 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 such payment shall be due as stated in such notice. From and after the date when said payment is due, it shall bear interest at the lesser of (i) the rate of ten percent (10%) 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 and said 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 administrative costs of collecting delinquent assessment payments. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Board may, in addition, execute and acknowledge a lien affidavit with respect to any assessable property and cause same to be recorded in the Recorder's Office for Story County, Iowa, and the Board may, upon payment, cancel or release any assessable property from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at expense of the Owner of the property affected) a release of such assessment with respect to any assessable property affected, and the Board shall cause to be noted from time to time in the minutes

of their proceedings, the payment made on account of assessments. Notwithstanding any other provision herein, the Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the assessable property in the manner provided for foreclosure of a mortgage, or both. There shall be added to the amount of such assessment the cost of preparation and filing the Petition in such action including reasonable attorney's fees. No Owner of assessable property may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Ground or abandonment of its assessable property.

- (3) The term "assessable property" shall mean all Lots located within the Property.

### **XIII. ATTORNEYS FEES**

In the event, in the reasonable opinion of the Board or whichever Declarant still owns undeveloped lots in Cameron Pines Estates, 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 in such connection 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, and provided such Owner shall not be obligated for any such attorneys fees and costs incurred by such Declarant or the Association after such Owner offers to settle such 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 the Board or such Declarant 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 XXIII hereof, and all interest and remedies applicable to such lien shall apply thereto.

### **XIV. CONDEMNATION**

In the event of any partial taking by a governmental body or other entity that has the power of eminent domain that involves a taking of all or part of improvements to be constructed by either Declarant, 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. To the extent that the Association does not receive its own award or payment from the condemning authority or the award or payment received is inadequate to cover the cost of repair, restoration or replacement of such improvements, the Owners of each Lot receiving such award or payment shall pay to the Association pro rata from their awards or payments the amount necessary for the Association to complete such repair, restoration or replacement of such improvements. 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 Cameron Pines Estates 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 XXIII hereof, and all interest and remedies applicable to such lien shall apply thereto.

#### **XV. MODIFICATION OF RESTRICTIONS**

All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.

Notwithstanding anything in this declaration or by statute to the contrary, any of the covenants, conditions, provisions and restrictions of this declaration may be amended or abrogated at any time by Hunziker Land Development Company, L.L.C. or their successors or assignees, without the concurrence of any other Lot Owner, so long as Hunziker Land Development Company, L.L.C.'s remaining interest in said Lots 1 through 21, Cameron Pines Estates owns one or more such lots that remain unsold to a home builder or homeowner. Such modifications or abrogations shall be by written document duly signed and acknowledged by Hunziker Land Development Company, L.L.C., or such successor or assignee, and recorded with the Recorder for Story County, Iowa.

All sales and transfers of said lots or parcels of ground during the time these covenants, restrictions, and provisions remain in effect, shall be subject to said restrictions.

#### **XVII. NO PUBLIC DEDICATION**

Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Cameron Pines Estates to general public, or for the general public, or for any public purpose whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the benefit of the Owners of the Lots in Cameron Pines Estates and the purposes herein expressed.

**XVIII. SEVERABILITY**

Invalidation of any of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any of the other covenants, conditions or restrictions contained herein which shall remain in full force and effect.

**XIX. GOVERNING LAW**

This Declaration shall be construed in accordance with the laws of the State of Iowa.

**XX. CAPTIONS**

The captions of the 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.

Signed and dated this 11<sup>th</sup> day of June, 2002.

HUNZIKER LAND DEVELOPMENT  
COMPANY, L.L.C.

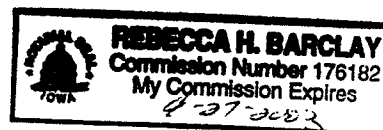
By: [Signature]  
Dean E. Hunziker, Manager

By: [Signature]  
Charles E. Winkleblack, Manager

STATE OF IOWA, STORY COUNTY, ss:

On this 11<sup>th</sup> day of June, 2002, before me, Notary Public in and for the State of Iowa, personally appeared Dean E. Hunziker and Charles E. Winkleblack, to me personally known, who being by me duly sworn did say that these persons are Managers of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Dean E. Hunziker and Charles E. Winkleblack acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

[Signature]  
Notary Public in and for the State of Iowa





**EXHIBIT "A"**

**LEGAL DESCRIPTION  
OF  
CAMERON PINES ESTATES**

A tract of land located in the North Half of the Southwest Quarter (N½ SW¼) of Section Twenty (20), Township Eighty-four (84) North, Range Twenty-four (24) West of the 5<sup>th</sup> P.M., Story County, Iowa, described as follows: Commencing at the Southwest corner of the NW¼ SW¼ of said Section 20; thence N89°47'18"E, 60.00 feet along the Southerly line of said N½ SW¼ to the point of beginning; thence N00°30'30"W, 34.31 feet to a point on the existing Easterly county road right-of-way line; thence continuing N00°30'30"W, 30.00 feet along said Easterly right-of-way line; thence S89°29'30"W, 10.00 feet along said Easterly right-of-way line; thence N00°30'30"W, 407.89 feet to a point on said Easterly right-of-way line; thence continuing N00°30'30"W, 731.90 feet along said Easterly right-of-way line; thence N44°14'19"E, 88.15 feet along said Easterly right-of-way line to a point on the existing Southerly county road right-of-way line; thence N90°00'00"E, 380.91 feet along said Southerly right-of-way line; thence N00°00'00"E, 10.00 feet along said Southerly right-of-way line; thence N90°00'00"E, 259.00 feet along said Southerly right-of-way line; thence S00°00'00"W, 15.00 feet along said Southerly right-of-way line; thence N90°00'00"E, 559.14 feet along said Southerly right-of-way line to a point on the Easterly line of said NW¼ SW¼; thence continuing N90°00'00"E, 265.09 feet; thence S00°23'00"E, 1256.55 feet to a point on said Southerly line; thence S89°47'18"W, 1513.37 feet along said Southerly line to the point of beginning; containing 44.16 acres subject to easements of record.

## Selling procedures for Cameron Pines Estates

April 30, 2002

The following procedure will be followed for Cameron Pines Estates

HCS builders is in the process of choosing six lots that will be taken off of the market prior to the lots being released. Jon Hunziker Construction will take off two lots prior to when the prices are released to the agents on May 10<sup>th</sup>. If you have a customer that wants a lot and wants HCS to build the house, you should encourage HCS which lots you think they should take off before the drawing.

On May 10<sup>th</sup> the lot prices will be available. In addition to the lot prices, the agents will receive a plat map showing the preferred waste water treatment site.

The agents will then have two weeks to get their customers ready for the drawing. The drawing will be held on May 24<sup>th</sup> at 8:30 a.m. at Hunziker & Associates. No lots will be able to be reserved between May 10<sup>th</sup> and May 24<sup>th</sup>.

The drawing will start with Lot 1 and go through Lot 21. The drawing will begin by asking anyone if they have a purchase agreement for Lot 1. If there is more than one party wanting to buy Lot 1, the interested parties will cut the cards to see who gets the lot. If no one wants to sign a purchase agreement for the lot, the Developers will ask if anyone wants to reserve the lot. If more than one party wants to reserve the lot, cards will be cut to establish the reserving party. No party can reserve more than one lot during the drawing.

The above procedure will be repeated until all of the lots have been gone through. After all of the lots have been gone through the Developers will ask if anyone wants to go back and put either a contract or a reservation on any on the previous lots. Once the meeting is over, any lot purchases or reservations will be first come, first served. All lot purchase agreements and reservations are to be handled through Becky Barclay. Verbal communications will not be considered. Written contracts or reservation forms will be required before the lots can be marked out of the lot book.

Cameron Pines Estates Procedures (cont)

The following terms and conditions also apply:

1. \$5,000 will be required with the signing of a purchase contract. Lots must be paid for within 60 days of signing the purchase agreement. All lots must be paid for prior to construction on the lot.
2. \$2,500 will be required with the signing of a lot reservation. Lots will be reserved for 60 days from the date of signing. There will be no extensions granted to the reservations. If at the time the reservation expires, the customer is not willing to sign a purchase agreement, the \$2,500 will be refunded and the lot will go back on the open market for 30 days before the same party can reserve it again. Anytime during the reservation period another party can push the reservation. If the Developers receive a purchase contract for a lot that is reserved, the reserving party will have 48 (business) hours to bring forward a purchase contract or lose the lot. The lot can only be pushed by a purchase contract.
3. Builders other than HCS Builders and Jon Hunziker Construction will only be allowed to purchase two lots. In order to buy additional lots, the builders must have at least one of the lots previously purchased sold.
4. Restrictive covenants are available and should be read by the customers prior to purchasing or reserving a lot. The current covenants that are in the book are currently being amended. Amended sets will be available on or before May 10<sup>th</sup>.
5. The commission paid on the lot sales will be \$1,500. That will be split \$1,000 for the selling agent and \$500 for the office.
6. The lots will not be put on the MLS, however they will be for sale to the general public starting Monday, June 3<sup>rd</sup>. When the lots go on the open market, there will not be a designated listing agent. Realtors from other offices must go through a Hunziker & Associates agent. The commission split on the sale of a lot to an outside office will be 50/50. The 50% of the listing side that is kept by the office will be split 50/50 with the office and the agent.