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RECORDER OF DEEDS
SCOTT COUNTY, IOWA

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Preparer

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REVISED
DECLARATION OF EASEMENTS,
COVENANTS, AND RESTRICTIONS
FOR
PEBBLE CREEK NORTH
AN ADDITION TO THE CITY OF LECLAIRE, IOWA

WHEREAS, the original Certificate to Plat of Pebble Creek North, an Addition to the City of LeClaire, Iowa, dated April 15, 2003, was filed in the office of the Recorder of Deeds of Scott County, Iowa, on April 17, 2003, as Document No. 19410-2003, with Country Club South, LC, shown as one of the owners, which was a scrivener's error. The correct owners were and continue to be COUNTRY CLUB NORTH, LC and COUNTRY CLUB EAST, L.L.C., both Iowa limited liability companies. This REVISED Declaration of Easements, Covenants, and Restrictions for Pebble Creek North, an Addition to the City of LeClaire, Iowa, is being filed to revise by amendment, pursuant to Section 4 of Article XI of the original Declaration, and restate the easements, covenants, and restrictions.

AND WHEREAS, Country Club North, LC and Country Club East, L.L.C., hereinafter referred to as the "Declarants" are the owners of certain property in the City of LeClaire, Scott County, Iowa, which is more particularly described as PEBBLE CREEK NORTH ADDITION to the City of LeClaire, Scott County, Iowa.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall replace in full and supersede all previous covenants affecting PEBBLE CREEK NORTH ADDITION, shall run with the real property, shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1. "PEBBLE CREEK NORTH" shall mean the Final Plat of PEBBLE CREEK NORTH, an Addition to the City of LeClaire, Iowa, as filed in the office of the Recorder of Deeds of Scott County, Iowa, on April 17, 2003, as Document No. 19410-2003.
2. "Declarants" shall mean and refer collectively to Country Club North, LC and Country Club East, L.L.C. both Iowa limited liability companies.
3. "Developers" shall mean the same as "Declarants".
4. "Lot" shall mean and refer to any one of Lots 1 through 113 of PEBBLE CREEK NORTH.
5. "Villa Lot" shall mean and refer to Lots 82 through 111 of PEBBLE CREEK NORTH but any other reference in this document to "Lot" or "lot" shall include Lots 82 through 111 unless such Lots are specifically excluded by such reference.
6. "Golf Course Lot" shall mean and refer to Lots 114 through 116 as shown on the Final Plat of PEBBLE CREEK NORTH and any other reference in this document to "Lot" or "lot" shall NOT include Lots 114, 115, or 116 unless such Lot or Lots are specifically included and referred to therein.
7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Golf Course Lot that is a part of PEBBLE CREEK NORTH, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
8. "Association" shall mean and refer to PEBBLE CREEK NORTH HOME OWNERS ASSOCIATION, INC., an Iowa nonprofit corporation, its successors and assigns.
9. "Villas Association" shall mean and refer to PEBBLE CREEK VILLAS HOME OWNERS ASSOCIATION, INC., an Iowa nonprofit corporation, its successors and assigns.
10. "Member" shall mean and refer to every person or entity who holds membership in either or both the Association and/or the Villas Association, as the context requires or specifies.
11. "Common Facilities" shall mean those improvements, equipment, and amenities owned by the Association for the common use and enjoyment of the Members of the Association, including but not limited to the subdivision entrance signs, the subdivision entrance landscaping improvements, and the street lighting throughout PEBBLE CREEK NORTH.

12. "Single Family" shall mean one or more persons, each related to the other by blood, marriage or legal adoption, and their respective spouses and children, including step-children, maintaining a common household in a dwelling under a single head-of-household, and as further defined in the City of LeClaire's zoning ordinance. More than two married couples residing in a dwelling shall not constitute a single family. Relationship by the blood shall include relationship by the half-blood.
13. "Structure" shall mean anything erected or constructed the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground, and as further defined in the City of LeClaire's zoning ordinance.
14. "Building" shall mean any Structure having a roof, supported by columns or walls, and intended for shelter, housing, or enclosure of any person or persons, and as further defined in the City of LeClaire's zoning ordinance.
15. "Duplex" shall mean a single Building consisting of two Single Family dwelling units erected on two Villa Lots.
16. Party Wall shall mean a wall that is built as part of the original construction of a Duplex and placed on the dividing line between two Villa Lots.
17. "Building Height" shall mean the vertical distance measured from the established ground level to the highest point of the underside of the highest ceiling. Chimneys and ornamental architectural projections shall not be included in calculating the height, and as further defined in the City of LeClaire's zoning ordinance.
18. "Story" shall mean that portion of a Building included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above, and as further defined in the City of LeClaire's zoning ordinance. A basement or cellar shall not be counted as a story.
19. "Half Story" shall mean a space under a sloping roof which has the line of intersection of roof decking and wall not more than three feet above the top floor level, and in which space not more than 60 percent of the floor area is completed for principal or accessory use, and as further defined in the City of LeClaire's zoning ordinance.

RESTRICARTICLE II
SPECIFIC PROVISIONS AND USE RESTRICTIONS

1. Type of Use. No activity shall be carried on upon any Lot which would constitute a nuisance of an unreasonable disturbance to persons occupying adjacent lots. No sheds or outbuildings of any kind shall be built on any Lot subject to this Declaration.
2. Boats, Trailers and Campers. All boats, trailers, campers or other recreational vehicles shall be stored or housed inside garages.
3. Temporary Building or Structures. No Structure of a temporary character, trailer, camper, basement, tent, shack garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Temporary Buildings or Structures used during construction of a dwelling shall be on the same Lot as the dwelling and such Buildings and Structures shall be removed upon completion of construction.
4. Animals, Livestock or Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except for 2 dogs, and/or 2 cats and/or a reasonable number of other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. There shall be no kennels or dog runs or any other Structure built or constructed for the purpose of housing animals on any Lot.
5. Dumping of Rubbish, Trash or Junk. No Lot shall be used or maintained as a dumping ground for rubbish, nor shall rubbish, trash, or junk be permitted to accumulate on any Lot. Trash, garbage or other waste shall be kept at all times in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
6. Weeds and Debris. The Owner of each Lot, whether said Lot is vacant or improved, shall keep his, her, their, or its Lot or Lots free from weeds and debris.
7. Parking of Commercial Vehicles. The parking of commercial vehicles other than in an attached garage is prohibited, except delivery vehicles during periods of deliveries.
8. Satellite Dishes. No satellite dishes may be installed on a Lot without the written approval by the Building Committee, and the City of LeClaire. The Building Committee, as defined hereafter, shall have the full discretion concerning the location and size of the satellite dish and may require the Owner to install and maintain landscaping by the satellite dish in order to reduce the unsightly appearance of the same.
9. Compliance. Use of all Lots shall comply with Section III. 6-1 of the zoning Ordinance of the City of LeClaire and as amended from time to time.

ARTICLE III
BUILDING RESTRICTIONS

1. Land Use and Building Type. Each Lot shall only be used for Single Family dwelling purposes. Each Villa Lot may be either a separate Building or one-half of a Duplex dwelling. Any Duplex shall be constructed on two Villa Lots, with one Single Family residential unit on each Villa Lot. Each residence shall have a private garage attached thereto. No Lot as platted shall be subdivided so as to permit the erection of more than one dwelling.
2. Garages. Garages shall contain no more than four parking spaces in width or no less than two parking spaces in width for the sole use of the Owners or occupants of the dwelling.
3. Building Height. No dwelling shall be erected, altered, or placed, which is more than two and one-half Stories or 25 feet in height, whichever is lesser, unless a greater height is approved by the City of LeClaire.
4. Dwelling Quality and Size. It is the intent of these covenants to assure that all dwellings shall be of a substantial quality design, workmanship, and materials. All dwellings shall be constructed in accordance with these covenants and the applicable municipal ordinances. The ground floor area of the dwelling exclusive of attached garages, open terraces, breezeways, and porches shall be:
 - A. For one Story dwelling: the ground floor area of the main Structure shall not be less than 1,600 square feet, and in the case of a Single Family dwelling unit of a Duplex not less than 1,400 square feet;
 - B. For one and one Half Story dwellings: there shall be no less than 2,000 square feet of total living area; and
 - C. For dwellings of more than one and one Half Stories: there shall be no less than 2,300 square feet of total living area.

All square footage limitations mentioned herein shall not include any basement.

5. Building Committee.
 - A. Composition. The Building Committee shall be composed of three individuals appointed by the Developers. The initial members of the Building Committee shall be Patrick G. Day, Brian J. Speer, and David J. Petersen. The Building Committee by majority vote may designate a representative to act on its behalf and with its full authority. In the event of the death or resignation of any member of the Building Committee, the Developers shall designate a replacement member. Neither the members of the Building Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration.

- B. Approval Required. No Building or Structure shall be erected, placed or altered on any Lot until the building plans, specifications, and plot plan; showing all Buildings, patios, pools, fences, and all other Structures showing the location thereof; and side yard distances, rear yard distances, front yard distances, driveways, and walkways, type of construction and Building elevations have been approved in writing as to conformity and harmony of external design and quality workmanship and materials with existing Structures and with respect to topography and finished ground elevation by the Building Committee.
- C. Procedure. The required plans, specifications and plot plan shall be submitted in duplicate with one copy remaining with the Building Committee. If said Building Committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. If construction is not commenced within 6 months from the date of approval of any plans, the plans shall be resubmitted to the Building Committee before the commencement of construction.
- D. Cessation. The powers and duties of the Building Committee, and of its designated representative, shall cease upon completion of homes on all of the Lots in PEBBLE CREEK NORTH, unless thereafter the then owners of record of a majority of Lots appoint a Building Committee consisting of three individuals, who shall thereafter exercise the same powers previously exercised by said Building Committee.
6. Time of Completion. All construction must start within three (3) years of purchase of any Lot subject to this Declaration by an Owner. Upon commencement of construction of any dwelling on any Lot, said dwelling must be completed within 12 months of the commencement of construction, provided, however, that if construction is delayed by reason of strikes, acts of God, fire or other causes beyond the control of the Owner or builder of said dwelling, then the construction period shall be extended for such additional period of time that it was delayed by reason of such causes to complete the construction of said dwelling
7. Yard Area and Landscaping. The yard of any completed dwelling must be seeded or sodded immediately upon the completion of construction and landscaping completed within 6 months of occupancy. All landscaping plans shall be first approved in writing by the Building Committee. Said Yard Area and Landscaping shall also comply with Section III.6-1 of the Zoning Ordinance of the City of LeClaire, as amended from time to time.
8. New Construction. Any dwelling constructed on any Lot shall be new construction.

9. Municipal Sidewalks. Sidewalks along any adjacent public right-of-way shall be installed by the Owner of each Lot at his, her, their, or its own cost and expense in conjunction with the construction of any dwelling. Sidewalks shall be constructed to City of LeClaire specifications and shall not be constructed with anything other than regular concrete, and exposed aggregate shall not be allowed.
10. Excess Excavation. Any excess dirt on any Lot resulting from excavation shall be subject to the direction and control of the Building Committee and shall be disposed of at Owner's expense as the Building Committee shall direct.
11. Tennis Courts and Pool. No swimming pool or tennis court shall be constructed unless first approved by the Building Committee. Any swimming pool must be constructed below the ground elevation. Tennis courts and swimming pools shall be screened from any street or adjoining Lot by an approved fence, evergreen hedge, or other visual barrier first approved in writing by the Building Committee and subject to the approval of the City of LeClaire.
12. Driveway. Access driveways for vehicular travel from the property line to the Building shall be constructed of portland cement concrete.
13. Preservation of Natural Habitat. All existing trees, bushes, and shrubs shall be protected and preserved in their native state as much as possible, except as the same may interfere with the dwelling area. Each Lot owner shall make every effort to preserve all ornamental shade trees.
14. Housekeeping. The Owner of a Lot shall require all contractors and subcontractors to keep and maintain the Lot in a clean and sightly condition during construction.
15. Compliance. All building restrictions shall comply with Section III.6-1 of the Zoning Ordinance of the City of LeClaire, as amended from time to time.

ARTICLE IV GOLF COURSE LOTS

Reservation of Use. The Golf Course Lots are and shall be reserved for use as part of the Pebble Creek Golf Course.

ARTICLE V
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract Sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.
2. The Association shall have two classes of voting membership as follows:

CLASS A

Class A Members shall be all owners with the exception of the Declarants. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by this Article. When more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote to be cast with respect to any Lot, and no fractional votes shall be cast with respect to any Lot.

CLASS B

The Class B Member shall be the Declarants. The Class B Member shall be entitled to 5 votes for each Lot in PEBBLE CREEK NORTH in which it holds the interest required for membership required by this Article, provided that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

3. In any event, and Section 1 and 2 notwithstanding, Declarants shall maintain control of the Association until 75% of Lots are sold. Voting by the Association shall start at the time 75% of the Lots are sold. Until 75% of the Lots are sold Declarants shall maintain all managing control of the Association with respect to all powers of the Association spelled out in this Declaration.

ARTICLE VI
PROPERTY RIGHTS

1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in the Common Facilities and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - A. The right of the Association to charge reasonable fees for the operation, insurance, maintenance, repair, and replacement of the Common Facilities;
 - B. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of repairing, replacing, improving, or enhancing the Common Facilities;
 - C. The right of the Association to suspend the voting rights of an Owner: for any period during which any assessment or installment thereof, against that Owner's Lot remains unpaid, and for a period not to exceed 60 days.
 - D. The right of the Association to adopt reasonable rules and regulations for the operation, insurance, use, maintenance, repair, and replacement of the Common Facilities.

2. Title to the Common Facilities. The Declarants hereby covenant for themselves, their successors and assigns, that they will transfer ownership and title to the Common Facilities (other than areas dedicated to the City of LeClaire for street purposes) to the Association at the time of the conveyance of the first Lot in PEBBLE CREEK NORTH.

ARTICLE VII
COVENANT FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each improved Lot owned within PEBBLE CREEK NORTH hereby covenants, and each owner of any improved 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 Annual Assessments and Special Assessments, such assessments to be established and collected from time to time as hereinafter provided. The Annual Assessments are to be the source of funds for operation, insurance, maintenance, and repair of the Common Facilities, while the Special Assessments are to be the source of funds for replacement or enhancement of the Common Facilities. The term "improved Lot" shall mean any Lot having a building erected thereon and ready for occupancy as shown solely by the issuance of an occupancy permit for such building by the City of LeClaire, Iowa. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment together with interest, costs and reasonable attorney's fees for collection, shall

also be the personal obligation of the person or entity who was Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to the person's or entity's successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in PEBBLE CREEK NORTH and in particular for the operation, insurance, maintenance, repair, and replacement of the Common Facilities and to achieve other social and community purposes, and for services and facilities related to these purposes and related to the use and enjoyment of the Common Facilities
3. Imposition of Assessments. The Board of Directors of the Association shall, by majority vote, fix the amount and payment terms of and levy the Annual Assessments and any Special Assessments.
4. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all improved Lots.
5. Date of Commencement of Annual Assessments. The Annual Assessments provided for herein shall commence as to all improved Lots on the first day of the month following the initial conveyance of any such improved Lot. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least 30 days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date and delinquency date shall be uniformly established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a particular Lot are current or delinquent. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
6. Effect of Non-Payment of Assessments and Remedies of the Association. Any payment not paid within 30 days after the due date shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. Such a delinquency of any payment shall give the Association the right to declare the remainder of the entire Annual Assessment for that year immediately due and payable. The Association may bring any action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot by an action in equity. In any such action, interest, costs and reasonable attorney's fee shall be added to the amount of the delinquent assessment and collected as part of said judgment. In the event of such foreclosure, if the Association waives any and all rights to a deficiency judgment against the Owner, the period for redemption as provided by the statutes of the State of Iowa shall be reduced to six months from the date of foreclosure sale. Any lot ultimately acquired by the Association through Sheriff's Deed after such a foreclosure shall be sold by the Association within a reasonable time either at public or private sale, and any surplus remaining after the payment of all assessments, interest costs and attorney's fees shall be paid over to the former Owner of said Lot. No Owner may waive or

otherwise escape liability for the assessments provided for herein by abandonment of his, her, their, or its Lot.

7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien only of such assessments as to payments which become due prior to such sale, or transfer, provided that such sale or transfer shall not extinguish the personal obligation of the prior Owner or his, her, their, or its heirs, successors or assigns, for payment of such assessment. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:
 - A. All properties dedicated to and accepted by a local public authority; and
 - B. The Golf Course Lots.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

9. Alternative Payment of Annual Assessments. Any owner may elect, in lieu of equal monthly payments, to pay the entire Annual Assessment in one lump sum, on or before February 1 of any calendar year. The exercise of this right to make a single annual payment of the annual assessment shall not require said Owner to make payment of subsequent Annual Assessments in one lump sum.

Preparer

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REVISED
DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS

FOR

PEBBLE CREEK NORTH
AN ADDITION TO THE CITY OF LECLAIRE, IOWA

WHEREAS, the Revised Declaration of Easements, Covenants and Restrictions for Pebble Creek North, an Addition to the City of LeClaire, Iowa, dated March 1, 2004, was filed in the office of the Recorder of Deeds of Scott County, Iowa, on March 9, 2004, as Document No. 07829-2004; and

WHEREAS, Article XIII(5), entitled Amendment by Owners, states: “Articles VII through XII may be amended during the first 21 year period by an instrument signed by not less than Owners of 90% of the Villa Lots...provided, however, that in either case no such amendment shall be valid or effective until it has been approved by resolution adopted by the City Council of the City of LeClaire, Iowa”; and

NOW, THEREFORE, the Owners hereby declare that all of the Villa Lots of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall replace in full and supercede ARTICLES VII through XII of the REVISED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR PEBBLE CREEK NORTH VILLA LOTS, shall run with the real property, shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE VII
VILLAS ASSOCIATION:
MEMBERSHIP, VOTING RIGHTS, AND PRIMARY PURPOSES

1. Every person or entity who is a record owner of a fee or undivided fee interest in any Villa Lot which is subject by covenants of record to assessment by the Villas Association, including contract Sellers, shall be a member of the Villas Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Villa Lot which is subject to assessment by the Villas Association. Ownership of such Villas Lot shall be the sole qualification for membership.
2. The Villas Association shall have two classes of voting membership as follows:

CLASS A

Class A Members shall be all Villa Lot Owners with the exception of the Declarants. Class A Members shall be entitled to one vote for each Villa Lot in which they hold the interest required for membership by this Article. When more than one person or entity holds such interest in any Villa Lot, all such persons or entities shall be Members. The vote for such Villa Lot shall be exercised as they among themselves determine, but in no event shall more than one vote to be cast with respect to any Villa Lot, and no fractional votes shall be cast with respect to any Villa Lot.

CLASS B

The Class B Member shall be the Declarants. The Class B Member shall be entitled to 5 votes for each Villa Lot in PEBBLE CREEK NORTH in which it holds the interest required for membership required by this Article, provided that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

3. In any event, and Section I and 2 notwithstanding, Declarants shall maintain control of the Villas Association until 75% of Villa Lots are sold. Voting by the Villas Association shall start at the time 75% of the Villa Lots are sold. Until 75% of the Villa Lots are sold Declarants shall maintain all managing control of the Villas Association with respect to all powers of the Villas Association spelled out in this Declaration.
4. The primary purposes of the Villas Association shall be:
 - A. To provide for the lawn care and snow removal on the driveways and sidewalks of the improved Villa Lots;
 - B. To levy and collect the Annual and Special Assessments described hereafter;
 - C. To provide through it Architectural Control Committee the approval and supervision of all work undertaken on improved Villa Lots.

5. The Villas Association shall act through its Board of Directors, officers, and designated representatives pursuant to its articles of incorporation and bylaws, as filed, adopted, and amended hereafter.

ARTICLE VIII

VILLAS ASSOCIATION: PROPERTY RIGHTS RELATING TO THE VILLA LOTS

1. Owners' Easements of Enjoyment. Every Villa Lot Owner shall have a right and enjoyment of his, her, their, or its Villa Lot subject to the following provisions:
 - A. The right of the Villas Association to suspend the voting rights of a Villa Lot Owner: for any period during which any assessment or installment thereof, against that Owner's Villa Lot remains unpaid, and for a period not to exceed 60 days.
 - B. The right of the Villas Association to adopt reasonable rules and regulations for the mutual benefit and enjoyment of the Villa Lots and their Owners.
2. Sanitary Sewer Easement and Maintenance. Subject to the Villas Association's easement rights and duties as hereinafter defined; each Owner shall have the right to use the common sewer laterals, if any, located below the basement floor grade under each of the Villa Lots located in the same building cluster composed of contiguous Villa Lots, for sewage and waste water disposal purposes only. Each Owner shall have the exclusive right and duty to maintain, repair, replace or remove that Owner's sewer lateral. Each Owner's sewer pipes and lines on that Owner's Villa Lot shall be maintained, repaired and replaced by the Owner of said Villa Lot.
3. Easement of Access for Maintenance. The Villas Association and such persons as may be engaged by the Villas Association for maintenance purposes, shall have the right to enter upon the exteriors of any residence site for the performance of maintenance at any reasonable time. The Villas Association and such persons as may be engaged by the Villas Association for maintenance or repair purposes, including the respective utility companies servicing the properties, shall have the right to enter a residence unit only upon reasonable notice under the circumstances in order to repair, replace or maintain the electrical, telephonic, television, or other communication services facilities serving adjacent residence units.

ARTICLE IX

VILLAS ASSOCIATION: COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each improved Villa Lot owned within PEBBLE CREEK NORTH, hereby covenants, and each Owner of any improved Villa 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 Villas Association:
 - A. Annual Assessments or charges payable to the several funds administered by the Villas Association, and
 - B. Special Assessments for miscellaneous improvements, such assessments to be established and collected from time to time as hereinafter provided.

The term "improved Villa Lot" shall mean any Villa Lot having a building erected thereon and ready for occupancy. The Annual and Special Assessments, together with interest, costs, and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon

the property against which each such assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees for collection, shall also be the personal obligation of the person or entity who was the Owner of such property at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Declarants shall maintain all unimproved Villa Lots at their sole cost and expense.

2. Assessment Funds. The assessments levied by the Villas Association shall be allocated to separate funds, including but not limited to the following:
 - A. Lawn, Snow, and Insurance Fund. The Owners of each improved Villa Lot shall be assessed in an amount necessary for the:
 - i) Maintenance, mowing, and general care of the lawns;
 - ii) Removal of snow from driveways and sidewalks; and
 - iii) Payment of insurance policy premiums, as described in Article XI.
 - B. Miscellaneous Expense Fund. The Owners of each improved Villa Lot shall be assessed in an amount necessary for any miscellaneous expenditures made by the Villas Association. For purposes of assessments for this fund each Duplex or Building on a Villa Lot shall be assessed based upon its size and construction.
3. Rate and Assessments. Annual Assessments shall be equal and uniform for all improved Villa Lots and shall be collected on a monthly installment basis, except as hereinafter provided. Special Assessments upon improved Villa Lots may be unequal and apportioned according to size and construction of each Building on the Villa Lots, the use for which the amounts are being assessed, and the anticipated benefit among the Villa Lots. The Board of Directors of the Villas Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.
4. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all improved Villa Lots on the first day of the Month following the initial conveyance of the improved Villa Lot. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar Year. The Annual Assessment shall be paid in equal monthly installments, and the due dates and delinquency dates shall be uniformly established by the Board of Directors of the Villas Association. The Villas Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Villas Association setting forth whether the assessments on a specified Villa Lot are current or delinquent. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
5. Effect of Non-payment of Assessments: Remedies of the Villas Association. Any monthly payment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. Such a delinquency of any monthly payment shall give the Villas Association the right to declare the remainder of the entire annual assessment for that year immediately due and payable. The Villas Association may bring any action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property by an action in equity. In any such action, interest, costs and reasonable attorney's fees shall be added to the amount of the delinquent assessment and collected as part of said judgment. In the event of such a foreclosure, if the Villas Association waives any and all rights to a deficiency judgment against the Owner, the period for redemption as provided by the statutes of the State of Iowa shall be reduced to six months from the date of foreclosure sale. Any Villa Lot ultimately acquired by the Villas Association through

Sheriff's Deed after such a foreclosure shall be sold by the Villas Association within a reasonable time either at public or private sale, and any surplus remaining after the payment of all assessments, interest, costs, and attorney's fees shall be paid over to the former Owner of said Villa Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his, her, their, or its Villa Lot.

6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon any Villa Lot. Sale or transfer of any Villa Lot shall not affect the assessment lien. However, the sale or transfer of any Villa Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien only of such assessments as to payments which became due prior to such sale or transfer, provided that such sale or transfer shall not extinguish the personal obligation of the prior Owner or his, her, their, or its heirs, successors or assigns, for payment of such assessment. No sale or transfer shall relieve such Villa Lot from liability for any assessments thereafter becoming due or from the lien thereof.
7. Exemption from Assessments. All property conveyed to and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.
8. Alternative Payment of Annual Assessments. Any Owner may elect, in lieu of equal monthly payments, to pay the entire Annual Assessment in one lump sum, on or before February 1 of any calendar year. The exercise of this right to make a single annual payment of the annual assessment shall not require said Owner to make payment of subsequent Annual Assessments in one lump sum.

ARTICLE X VILLAS ASSOCIATION: PARTY WALLS

1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use. In the event that the need for maintenance is caused through the willful or negligent act of one of the Owners, his family, guests, tenants or invitees, the cost of such maintenance shall be paid by that Owner. In the event that the Owner does not pay the cost of such maintenance, the Villas Association may do so, and such costs shall become a Special Assessment for the Villas Lot owned by said Owner.
3. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, the Owners who make use of the wall shall restore it, subject to the provisions of Articles XI and XII hereunder, and the Owner or Owners who make use of the wall shall contribute to the cost of restoration thereof in proportion to such use, as provided in Articles XI and XII of this Declaration, without prejudice, however, to the right of any of such Owners to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.
4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.

6. Disputes. Any disputes pursuant to a Party Wall or under the provisions of this Article may be resolved by litigation in the Scott County, Iowa District Court.

ARTICLE XI
VILLAS ASSOCIATION: INSURANCE

1. Duties of Villas Association. The Villas Association shall have the duty to purchase, carry and at all times to maintain in force insurance for the interest of the Villas Association, in such amounts and with such endorsements and coverage as shall be hereinafter specified. Such insurance shall include, but need not be limited to:
 - A. A policy or policies insuring the Villas Association, its officers and Board of Directors and employees against any liability to the public, the Owners, contract purchaser in possession, their invitees or tenants, incident to Villas Association activities. Limits of liability under such policy shall be not less than \$100,000/\$300,000 for personal injury and \$100,000 for property damage in each occurrence. Such policy or policies shall be issued on a comprehensive liability basis to provide cross-liability endorsements wherein the rights of the named insured under the policy shall not be prejudiced as respects the right of action of any such insured against any other named insured.
 - B. Fidelity bond for all officers and employees of the Villas Association having control over the receipt or disbursement of funds in such penal sums as shall be determined by the Villas Association in accordance with its bylaws.
2. Duties of Owners. Each Owner shall have the duty to purchase, carry and at all times maintain in force insurance covering the Villa Lot and dwelling unit owned by the Owner, the improvements thereon appurtenant thereto against loss or damage by fire and hazards covered by a standard homeowners extended coverage policy in an amount which shall be equal to the maximum insurable replacement value, as determined annually by the insurance carrier. Each Owner shall replace his dwelling upon damage or destruction by fire or other casualty.
3. The Villas Association has no liability, notwithstanding anything to the contrary in Articles X and XI The Villas Association, its directors and officers, shall not be liable if any Owner fails, for any reason whatsoever, to obtain and maintain insurance coverage on a Villa Lot. The Villas Association, its directors and officers, shall not be liable to any party, if the Villas Association does not enforce the rights given to the Villas Association in Articles X or XI for any reason.

ARTICLE XII
VILLAS ASSOCIATION: REPAIR AND RESTORATION OF VILLAS

1. General. Notwithstanding that the placing, carrying and maintaining in force of insurance against all loss, damage and destruction is provided for in this Declaration, the Owners shall have the affirmative obligation for repair and restoration as set forth in this Article.
2. Residence Units. Should any Duplex unit, any part of any Duplex unit or any other Building on a Villa Lot, including windows, be damaged or destroyed by fire or other casualty or by intentional mischief, the Owner of the Villa Lot upon which the same is situated shall, at his own cost and expense repair and restore the same or cause the same to be repaired and restored substantially in accordance with the original plans. All such repair and restoration work and the plans and specifications therefor shall be approved, done and performed in accordance with all applicable laws,

ordinances, regulations and building codes of the City of LeClaire, Scott County, Iowa, subject to the approval by the Villas Association.

3. More than One Residential Unit. Should more than one Duplex unit or any parts thereof, including windows, be damaged or destroyed by fire or other casualty or by intentional mischief, the owners of each of the Villa Lots upon which such damage or destruction has occurred shall bear the cost of the same proportionately based upon the nature and extent of such damage as it affects the individual residence of each such Owner.
4. Timing and Completion. The repair and restoration work referred to in this Article shall be commenced within ninety (90) days after the happening of the destruction or damage, time being of the essence, and once commenced the same shall be pursued diligently to completion.
5. Approval of Plans. No work on any improved Villa Lot, provided for in this Article or otherwise, shall be commenced and no Structure shall be constructed, installed, painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Villas Association or its Architectural Control Committee and by any governmental body having jurisdiction of such work.

STATE OF IOWA)
COUNTY OF SCOTT) SS:
CITY OF LECLAIRE)

I, the undersigned, City Clerk of the aforementioned City, hereby certify that the following is a true and correct copy of that portion of the minutes of the City Council meeting held on October 15, 2012, relating to the proposed revisions of the REVISED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR PEBBLE CREEK NORTH, AN ADDITION TO THE CITY OF LECLAIRE, IOWA, VILLA LOTS.

WITNESS MY HAND and the seal of the City hereto affixed this ___ day of October, 2012.

City Clerk

(Seal)

STATE OF IOWA)
) SS:
COUNTY OF SCOTT)

On this ___ day of October, 2012, before me, the undersigned, a Notary Public in and for the State, personally appeared _____ to me personally known, who by me duly sworn did say that he is the City Clerk of the City of LeClaire, Iowa; that said instrument was signed on behalf of said City by authority of its City Council; and that said _____, as such City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and he voluntarily executed.

Notary Public

**ARTICLE XIII
GENERAL PROVISIONS**

1. Enforcement. Any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, or reservations now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Severability. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.
3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 21 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years each.
4. Amendment by Declarants. The Declarants reserve the right to revise and amend the Articles of this Declaration until more than half of the Lots in PEBBLE CREEK NORTH have been sold, including the right to add articles concerning additional but separate villas developments and the replatting of one or more Lots or Golf Course Lots, provided, however, that no such amendment or revision shall be valid or effective until it has been approved by resolution adopted by the City Council of the City of LeClaire, Iowa, and certified copy of the amendment adopted by the Lot Owners, having both been recorded in the office of the Recorder of Scott County, Iowa.
5. Amendment by Owners. The Articles of this Declaration, other than Articles VII through XII may be amended during the first 21 year period by an instrument signed by not less than Owners of 90% of the Lots and thereafter by an instrument signed by not less than Owners of 75% of the Lots; while Articles VII through XII may be amended during the first 21 year period by an instrument signed by not less than Owners of 90% of the Villa Lots and thereafter by an instrument signed by not less than Owners of 75% of the Villa Lots; provided, however, that in either case no such amendment shall be valid or effective until it has been approved by resolution adopted by the City Council of the City of LeClaire, Iowa, and certified copy of the amendment adopted by the Lot Owners, having both been recorded in the office of the Recorder of Scott County, Iowa.

**ARTICLE XIV
PERMANENT PEDESTRIAN ACCESS-WAY AND DRAINAGE EASEMENT**

It is hereby recognized and acknowledged by the Developers, for themselves and their successors and/or assigns, that the City of LeClaire has granted a permanent, pedestrian access-way and drainage easement as shown on the Final Plat of PEBBLE CREEK NORTH for the use and benefit of the Developers, their successors and/or assigns, and the Owner of the Golf Course Lots. This easement is intended for the Developers' construction, operation,

maintenance, and repair of an emergency overflow storm water drainage-way and golf course and pedestrian access way Structure. The final location, construction and performance details of said Structure were approved by the City of LeClaire prior to the start of construction on said Structure. As long as the Structure remains in existence and is owned and under control of the Developers, their successors and/or assigns, specifically including the Owner of the Golf Course Lots, Developers, their successor and/or assigns, shall be solely responsible for the operation, maintenance, and/or repair of said Structure or Structures and they shall protect, defend, indemnify, and hold-harmless the City of LeClaire for any damages arising from the use of said Structure or Structures pursuant to those same terms and conditions as specified in the City's standard "Hold-Harmless and Waiver of Liability Agreement", which agreement has been filed, recorded, and made a part of the PEBBLE CREEK NORTH platting process.