

**RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Restated Declaration of Covenants, Conditions, and Restrictions, is made on 24 May 2011. It replaces the Restated and Amended Covenants recorded April 15, 2002 and any other covenants or amendments.

WITNESSETH

WHEREAS, the undersigned are two-thirds of the combined Class A and Class B Members of the Stone Brooke Homeowners.

AND WHEREAS the undersigned desire to adopt this Restated Declaration to govern the properties in the various additions to Stone Brooke Subdivision.

NOW, THEREFORE, the undersigned hereby declare that all of the properties in the Subdivision shall be held, sold and conveyed subject to the following restrictions, covenants, conditions, and easements 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 properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean Stone Brooke Homeowners' Association, Inc., its successors and assigns.

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

Section 3. "Class A Member" shall mean the Owners of all the Lots in the Subdivision except the following Lots: Lots 1 through 10 inclusive and Lots 59 through 73 in the First Addition.

Section 4. "Class B Member" shall mean the owners of Lots 1 through 10 inclusive and Lots 59 through 73 inclusive in the First Addition.

Section 5. "Common Area" shall mean all real property and improvements, if any, owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association is described on Exhibit A attached hereto.

Section 6, "Lot" shall mean any numbered lot shown upon the Plats of the Subdivision. In any case where an Owner owns two adjacent Lots and has only one residence on the two lots, the two Lots shall be deemed a single Lot.

Section 7. "Maintain" or "Maintenance" shall include but not be limited to (i) repair, (ii) replacement, (iii) regular mowing, weeding and landscaping, including the planting of trees, shrubs, bushes and flowers, and (iv) in the case of the roads: removing of snow and ice and resurfacing, whether with the same surface material or a different surface material. "Maintain" shall also include any actions designed to improve the thing being maintained.

Section 8. "Member" shall mean and refer to those Owners of a Lot which is subject to assessment.

Section 9. "Owner" shall mean the record title holder, whether one or more persons or entities and whether equitable title holder or a fee simple title holder, of any Lot which is a part of the Properties. The term "Owner" shall not include contract sellers or those having an interest in a Lot which is merely as security for the performance of an obligation. As the context requires, the term shall also refer to the members of the Owner's household residing on the Lot.

Section 10 "Policies" shall mean those rules and regulations of the Association adopted by majority vote of the Board of Directors using a process defined in the bylaws of the Association which shall allow for comment by the Members during the drafting stage(s) prior to adoption

Section 11. "Properties" shall mean all of the First, Second, Third, Fourth, Fifth, and sixth Additions to Stone Brooke Subdivision.

Section 12. "Roof" shall mean roofing shingles and the under laying material; it shall not include any sheeting, e.g. plywood, under the shingles.

Section 13. "Siding" shall mean the siding and trim boards; it shall not mean any moisture barrier material nor insulation beneath the siding boards.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which 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 admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner in accordance with the Bylaws.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, with consent of the Federal Housing Authority or any government agency, if needed. No dedication or transfers shall be effective unless an instrument signed by two-thirds (2/3) of Class A and Class B Owners agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may assign the Owner's right of enjoyment to the Common Area and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Owners as Members. 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 Lot which is subject to assessment.

Section 2. Two Classes of Membership. The Association shall have two classes of voting memberships: Class A Members and Class B Members.

Section 3. One Vote Per Lot and Multiple Owners. Each Owner shall be entitled to one vote for each Lot owned (see Article I, Section 6). Where there is more than one Owner of a Lot, those Owners shall decide among themselves how to cast the vote for that Lot.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote recreation, health, safety and welfare of the residents in the Properties and for the improvement, maintenance and payment of taxes of the Common Area. Class A and Class B will be assessed to pay the costs for items as set forth in Articles VI and VII.

Section 2. Annual and Special Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, as follows:

(a) Annual assessments of charges, and

(b) Special assessments for capital improvements. Such assessments to be established and collected as hereinafter provided.

Section 3. Annual Assessments. During a reconstruction of a residence that has been destroyed, the Board of Directors may suspend the payment of any or all assessments until completion of the reconstruction.

Section 4. Fixing of Annual Assessments, Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 specified Lot have been paid. All assessments against Lots must be paid at intervals established by the Board of Directors.

Section 5. Increase of Assessment Without a Vote. The maximum annual assessment to any Association Member may be increased each year without a vote of the membership not more than seven per cent above the Member's assessment for the previous year

Section 6. Increase of Assessment With a Vote. The maximum annual assessment may be increased above seven per cent by a vote of two-thirds (2/3) of Members who are voting in person or by proxy, at a special meeting duly called for this purpose.

Section 7. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in part or in whole, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a special meeting duly called for this purpose.

Section 8. Effect of Nonpayment of Assessments, Remedies of the Association. Owners shall pay the Owner's assessment in regular installments and on the day of each month set by the Board of Directors (the Due Date). Owners may prepay any installment but shall not receive any interest on such prepayment. Owners shall pay a late payment fee set by the Board of Directors for each day an installment is paid after the Due Date. Owners may pay installments by personal check, cashier's check, automatic withdrawal, or money order, but not cash. If more than two of an Owner's personal checks are dishonored or if the Owner's payment is late more than two times in any 12-month period, the Board of Directors may require the Owner to pay by auto withdrawal from a local bank account. Any assessments not paid within five (5) days after the Due Date shall bear interest from the Due Date of the same at the maximum interest rate allowed by state law. If a Lot is sold, the seller of said Lot must obtain a certificate from the Treasurer of the Association showing the payment of all assessments or the buyer of said Lot shall be liable for any unpaid assessments. The Association may bring an action at law against the Owner, foreclose the lien against the property, or take such other action as allowed by law or this Declaration. No Owner may waive or avoid liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 9. Lien for Assessments. The annual and also special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title if the Owner of the Lot at the time the assessment fell due did not pay said assessment.

Section 10. Filing of Lien. The Board of Directors of the Association may cause a lien to be placed against any Lot for nonpayment of assessments that are more than ninety (90) days in arrears as follows:

(a) A fifteen (15) day notice of said delinquency shall be given the Lot owner.

(b) If said delinquent assessment is not paid within said fifteen (15) days, a Notice of Nonpayment of Assessment shall be served on the Lot owner in the same manner as an Original Notice setting forth the Lot owner, the Lot number, the unpaid assessment and the costs of serving the same plus attorney fees. If the same is not paid in fifteen (15) days, the said Notice together with proof of service and affidavit of nonpayment may be filed in the County Recorder's Office, Story County, Iowa, where the same shall be a lien against the Lot until paid plus interest at the maximum rate allowed by state law. The lien may be foreclosed in the same manner as a mechanics lien.

Section 11. Subordination of the Lien to Mortgages. The lien of assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of the first mortgage, contract forfeiture, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to

payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V USE AND ALLOCATION OF ASSESSMENTS

Section 1. Use of Assessments. Assessments shall be used for exterior maintenance on all residences located on Lots owned by Class A Members in the manner provided in Article V, and for Class A and Class B Members for the maintenance of the Common Area in the manner provided in ARTICLE VI and the expenses of the Association. None of the assessments shall be used for Lots owned by Class B Members.

Section 2. Allocation. In order to properly allocate the proportion of each assessment for use on Lots of Class A members and for use on Common Areas and expenses of the Association, the following procedure shall be followed.

(a) The Board of Directors shall establish a budget for the coming year setting out the expenses expected to be incurred for:

1. Common Area maintenance
2. Expenses of the Association
3. Maintenance of the Residences of the Class A Members

(b) The expenses of Common Area maintenance, including any reserve funds for future maintenance, and of the Association shall be assessed equally among all of the Lots (the ARTICLE VI Expenses).

(c) The expenses of maintenance of the residences of the Class A Members, including any reserve funds for future maintenance shall be assessed among the Lots of the Class A Members (the ARTICLE V Expenses) in accordance with Section 3 below.

(d) The assessments received shall be separated into two accounts with one account holding the ARTICLE V Expenses and one account holding the ARTICLE VI Expenses. The money in each account including any interest earned on the account shall be used solely for the purpose of that fund (ARTICLE V Expenses or ARTICLE VI Expenses) in which it is deposited.

Section 3. Assessment of Class A Members. For the purpose of establishing the amount of the assessment to be assessed to each Lot of Class A Member, the following guidelines shall be used:

(a) Roof Replacements. Assessment for Roof replacements shall be allocated according to the number of square feet of roof area of each residence. Pursuant to ARTICLE VI Section 4 and in the event of relatively minor damage to a number of Class A Members' roofs, the Board of Directors may elect to hire a contractor to repair all the damaged roofs and either draw the repair expense from the roofing reserve or require Owners to pay a pro-rata share of the total expense.

(b). Lawn and Snow. All lawn maintenance and snow removal shall be assessed equally to each Lot.

(c) Other Maintenance. All other exterior maintenance, repair, replacement and exterior painting shall be assessed according to the following table:

Gross area of exterior exposed walls with no allowance for openings, including garages:

Area	Ownership units allocated
up to 1699 sq. ft.	17
1700-2099 sq. ft.	21
2100-2499 sq. ft.	25
2500-2899 sq. ft.	29
2900-3299 sq. ft.	33
3300-3699 sq. ft.	37
3700 and up	41

The fractional interest as indicated with use of the above table using as the numerator the Ownership Units allocated for each living unit and the denominator the total Ownership Units of the Class A Members. This fractional interest shall be allocated to each Lot owned by a Class A Member in determining the assessment for that Lot.

Section 4. Reserve Funds. The Board of Directors may allocate assessments to reserve funds as the Board of Directors determines is in the best interests of the Association and in compliance with the Internal Revenue Code.

ARTICLE VI COMMON AREA MAINTENANCE AND USE

Section 1. Use of Assessments. With respect to the Common Area the assessments shall be used for the following purposes:

- (a) Mowing grass in all Common Areas.
 - (b) Removing snow from all sidewalks, driveways, and parking lots located in the Common Area. Snow will not be removed for the walking paths unless the Board of Directors so elects.
 - (c) Planting and maintaining trees, shrubs, and other landscaping located in the Common Area.
 - (d) Maintaining, repairing or replacing walking paths, sidewalks, driveways, roads or parking lots located in the Common Area.
 - (e) Repairing and replacing any swimming pools, recreational buildings or other personal property located in the Common Area which are used for the benefit of all Lot Owners.
- Section 2. Use of Common Area. The Board of Directors may adopt policies governing the use of the Common Area. The Board may assess reasonable fines for the violation of these policies which fines may be collected in the manner provided for unpaid assessments.

ARTICLE VII ARCHITECTURAL CONTROL AND EXTERIOR MAINTENANCE (APPLIES TO CLASS A MEMBERS ONLY)

Section 1. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Lot of a Class A Member, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind,

shape, height, materials and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an architectural committee composed of three (3) or more representatives appointed by the Board. All such changes or alterations that require a City building permit will have such a permit. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Approval of such architectural committee shall be by majority vote.

Section 2. Exterior Maintenance Provided by Association. The Association shall provide the maintenance on the following parts of the residences or Lots of Class A Members subject to ARTICLE VII Section 4:

- (a) Siding and other exterior building surfaces (including repainting or replacement)
- (b) Roofs (replacement but not including patching or repairing except as may be approved by the Board of Directors)
- (c) Gutters and down spouts (but not including the cleaning of gutters and down spouts nor replacement of inadequately sized gutters and down spouts except as may be approved by the Board of Directors)
- (d) Cutting of grass and removal of snow from all walks and driveways

Section 3. Exterior Maintenance Not Provided by Association. The Association shall not provide the maintenance on the following parts of the residences of Class A Members:

- (a) Exterior doors and garage doors, except, the Association will routinely repaint garage door frames and brick moldings; and will repaint garage doors in special cases with the explicit approval of the Board of Directors
- (b) Glass surfaces, window frames, drip caps, flashing, skylights, and light pipes
- (c) Trees, shrubs or other plantings
- (d) Any concrete surfaces such as patios, driveway and private sidewalks located on the Lot
- (e) All decks, railings, fences, and retaining walls
- (f) Any other elements of the exterior of a residence or on the Lots not listed in Section 2 above.

Section 4. Determination of Need For Maintenance, Owner's Obligation. The determination whether the maintenance described in Section 2 above is needed, when it is needed and how to provide such maintenance shall be made by the Board of Directors in its sole discretion ad hoc or in conformance with approved Board Policies. The Board of Directors may require the Owner to make such improvements or effect such remedies on the Owner's residence or Lot as the Board of Directors determines are necessary to allow the Association to perform the maintenance. Section 5. Willful or Negligent Acts or Failure to Maintain. In the event that the need for maintenance by the Association is caused by the willful or negligent act of the Owner, family or guests, or invitees, or the failure by an Owner to reasonably maintain a residence the cost of such maintenance shall be added to and become a part of the assessment to which such Lot is subject. The Board of Directors shall be authorized to do and carry out this provision only after giving fifteen (15) days notice to the Owner, setting out in such notice what is required to be done. Costs for such action shall be assessed to the Owner.

Section 6. Utility Lines. The Association shall maintain all utility lines exterior to the residences of Class A Members, not otherwise maintained by the utility company. The Owner will be liable for the expense of upgrading the level of any utility service.

ARTICLE VIII RESTRICTIONS LIMITING USE OF LOTS

Section 1. All residences shall be used for single family residential purposes.

Section 2. All residences constructed on Lots shall be of new construction only. Single story or split-foyer style residences shall cover a foundation area of at least 1,000 square feet; a split-level or a one and one-half story style residence shall cover a foundation square foot area of at least 900 square feet, and a two-story residence shall cover a foundation square foot area of at least 720 square feet, all exclusive of porches, breezeways and garages. No structure shall be erected on such Lot to exceed two and one-half stories in height. All residences shall have at least a two car space which may be a carport or garage.

Section 3. No Lot shall be subdivided.

Section 4. All buildings shall meet the setback requirements of the Ames City Code.

Section 5. The rear five horizontal feet of each Lot shall be subject to surface drainage easements.

Section 6. All buildings, designs and drainage plans of must be approved by the Board of Directors prior to commencement of construction.

Section 7. In the event an Owner shall fail to maintain the shrubs and trees of the lawn in a manner satisfactory to the Board of Directors, the Association, after approval of a majority of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and maintain the shrubs and trees and lawn. The Board of Directors, shall be authorized to do and carry out this provision, only after giving fifteen (15) days notice to the Owner, setting out in such Notice what is required to be done. Costs for such action shall be assessed to the Owner.

Section 8. In order to protect the integrity of the Properties and to ensure that those persons residing therein have similar proprietary interests in the Lots, no Lot shall be leased or rented without the written consent of the Board of Directors.

ARTICLE IX PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon Properties and placed on the dividing line between the Lots shall constitute a party wall, and 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.

Section 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 use.

Section 3. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other cause, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice. However, it is the right of any such Owners to call for a

larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligence 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.

Section 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 owner's successors in title.

Section 6. Arbitration. In the event as to any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. All arbitration is to be conducted under the provisions of Chapter 679A of the Code of Iowa. Each party is responsible for the expense of the arbitrator they choose and half the expense of the arbitrator chosen by the parties' arbitrators.

Section 7. Encroachment. Upon any party wall, there may be an encroachment of not more than six inches in laying the foundation upon an adjoining Owner's Lot so that the footing on which rests the party wall, may extend not more than six inches over on the property owned by said Owner. There may further be an encroachment of not more than two feet in any roof overhang so that a roof overhang belonging to one Lot Owner may hang not more than two feet over the property of an adjoining property owner where there is a difference in the height of the two adjoining buildings.

Section 8. Peaceful Coexistence. Each of the adjoining Owners sharing a party wall shall make reasonable efforts to keep noise and other aspects of the Owner's use of the residence from annoying the other. The Owners consent to the arbitration procedure of Section 6 above should a disagreement arise with respect to one Owner purportedly annoying the other and should the Owners be unable to resolve the issue between or among them.

ARTICLE X RESTRICTIONS ON USE OF LAND

Section 1. No animals, livestock, poultry, horses, or exotic animals of any kind shall be raised, bred, kept, or used on any Lots or Common Area except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. In no event shall such animal be kept on any Lot if they unreasonably disturb the Owner or residents of any other Lot. All animals shall be confined on the Owner's Lot and no animal shall be allowed or permitted on the Common Area, except when on a leash or when in direct and constant control of the Owner thereof or a member of his family. Residents and others are expected to clean up after their pets. No more than two dogs or two cats or one of each shall be allowed in any household. No dog runs, dog houses or other enclosed or fenced areas used for dogs or other pets shall be allowed on any Lot.

Section 2. No fences, hedges, or walls shall be erected or maintained without the approval of the Board of Directors or the Architectural Committee if one has been named as provided in Article VIII.

ARTICLE XI RESTRICTIONS ON USE OF PROPERTIES

Section 1. Each Lot in the Properties is hereby restricted to residential use and uses related to the convenience and enjoyment of such residential use. In no event, shall more than three unrelated persons occupy, use, purchase, own, rent or live in any of the homes, garages, or townhouses located on the Properties. This shall not preclude the use of any recreational building, pool, courts or other areas in the Common Area from being used by guests or unrelated persons so long as they don't occupy or live thereon for residential use. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any portion of any Lot or the Common Area at any time as a residence, either temporary or permanent. Any violation of this Section shall be cause for a temporary or permanent injunction to be granted by the Court against that person or persons violating the said Section as well as a judgment against that person or persons for costs, interest and reasonable attorney fees. No metal or storage outbuildings may be used or erected on any Lot.

Section 2. No signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot unless in compliance with reasonable policies adopted by the Board of Directors.

Section 3. No Lot shall be used in any way for any purpose which may endanger health or safety or unreasonably disturb the Owner of a Lot or any resident thereof.

Section 4. Equipment, trash cans, garbage cans, and wood piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lots. All rubbish, trash or garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. No trash burning shall be permitted on any Lot.

Section 5. No clothes lines of any sort shall be placed, allowed or maintained on any portion of the improvements to be constructed upon any Lot. Exterior television and radio antennas must conform to the Ames City Code.

Section 6. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or Common Area or driveway in the said subdivision.

Section 7. No snowmobiles, motor carts, motorbikes, motorcycles, minibikes or any other recreational vehicle shall be allowed in the Common Area.

Section 8. Any Lot Owner or agent who shall sell, convey or dispose of his interest in any Lot shall be required to notify the Board of Directors of the Association of said sale within thirty (30) days of said sale and furnish a copy of said deed or contract along with the name of the new owner.

Section 9. No recreational vehicles, including boats, travel trailers, pickup trucks with camper on back, motor homes, fold-down campers or such other type of recreational vehicle shall be allowed on any Lot for more than 48 hours.

Section 10. No portion of the front part of a Lot shall be devoted to vegetable gardening. Small patio garden areas shall be tastefully incorporated into landscaping.

Section 11. Plantings or structures of any kind in Common Areas must be approved by the Grounds Committee prior to placing in the Common Areas. Dumping of sod, other yard waste or any other kind of refuse in the Common Area is strictly prohibited.

**ARTICLE XII
EASEMENTS
(APPLIES TO CLASS A MEMBERS ONLY)**

Section 1. This Article applies only to Class A Members.

Section 2. Easement for Minor Encroachments. Each Owner of any Lot covenants that if any portion of any improvements whether the same be an improvement of an Owner or of the Association, encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of same, so long as it now stands, shall and does exist. In the event an improvement is partially or totally destroyed and reconstructed, each Owner of any Lot further covenants at that time that minor encroachments of any portion of an improvement, whether of an Owner or of the Association, upon a Lot due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 3. Association Easement. Each Owner covenants that the Association or its designees shall have an easement in, on, across, over and under such Lot to permit the Association to effect any desired or necessary maintenance or repairs, including but not limited to, the maintenance and repairs listed in ARTICLE VI hereof, or the installation of such items as are common to all Owners.

**ARTICLE XIII
COVENANT FOR INSURANCE
(APPLIES TO CLASS A MEMBERS ONLY)**

Section 1. Maintenance of Insurance. Each Owner of any Lot by acceptance of a deed or contract thereof, whether or not it shall be so expressed in any such deed or other conveyance, covenant and agrees to carry, maintain, and timely pay the premium or premiums on a policy of insurance on the improvement located on the Lot protecting such improvement against damage or destruction by fire, lightning, windstorm, hail, explosion, vandalism, and miscellaneous mischief, and all other hazards as are generally carried in the area under standard extended coverage provisions for at least the full replacement costs of the improvements located on each Lot.

Section 2. Obligation to Maintain. In order to protect and preserve the values and amenities of the Properties, each Owner covenants that the Owner will not allow or permit the improvements on any Lot to remain in a damaged or destroyed condition beyond a reasonable period of time, which shall be not more than 180 days unless extended by the Board of Directors of the Homeowners Association.

Section 3. Insured. Each Owner covenants that the insurance policy as provided for herein shall be issued in the name of the Owner and Association and that then in the event of any loss or destruction, the proceeds thereof shall be jointly payable to the Owner and the Association, except that in the event the recovery paid by insurance company exceeds the actual amount required to repair damage, such amount of excess will be payable to the owner.

Section 4. Certificate of Insurance. The Owner shall annually furnish the Association with a certificate of insurance covering such insurance so maintained by the Owner. In lieu of an insurance policy, the owner may pledge cash or post a surety bond with the Association in an

amount not less than the value of the building which would be insured with the said value of the bond or savings account to be determined by the Association.

Section 5, Repair and Restoration of Improvement. In the event of damage to or destruction of an improvement on a Lot due to fire, or other disaster or cause, the Owner and the Association shall cooperate in making appropriate claims for the insurance, which shall then be either disbursed to contractors with the consent of both parties or paid into an account jointly controlled by the Owner and the Association. The Owner shall then proceed to repair, rebuild and restore said improvement to a condition substantially similar to the condition it was in prior to the damage or destruction or to the condition of neighboring building, whichever is better, and within a reasonable time from the date the damage or destruction occurs. In the event an Owner fails or refuses to repair, rebuild and restore such improvements as provided herein, each Owner on any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or conveyance, hereby irrevocably constitutes and appoints the Association his true lawful attorney in fact, in his name, place and stead, and with full and complete authorization, right and power to collect the proceeds of the insurance policy described in Section 1 of this Article, in its sole name and to cause the repair, reconstruction, and restoration of such improvements and to pay for same with said insurance proceeds. An Owner shall have no claim against the Association in the event it collects the proceeds of such insurance policy and uses same to repair, restore, and reconstruct such improvements. The Owner shall have claim for any excess recovery funds which were not needed to actually effectuate the required repairs.

Section 6. Additional Insurance. Nothing herein shall preclude an Owner from obtaining whatever additional insurance he may desire, and it shall be the individual responsibility of each Owner to provide homeowner's liability insurance, theft, and other insurance covering personal property damage or loss.

Section 7. Non-Payment of Premiums by Owner. In the event that an Owner fails to maintain a current insurance policy, the Association may purchase an appropriate insurance policy and the premium cost for such policy shall become a part of the annual assessment or charge to which such Lot is subject, and as part of such annual assessment or charge, it shall be a lien and obligation of the Owner, and shall become due and payable in all respects and can be collected by the Association in the manner specified in ARTICLE IV Section 8.

ARTICLE XIV EASEMENTS

Section 1. Easements in First Addition. There are certain easements and right-of-way permits which are required for the proper use of the Lots. Each of the following Lots are subject to an easement for the benefit of an adjoining Lot or are hereby granted the right to use an easement on an adjoining Lot, all in First Addition, Stone Brooke Subdivision, Ames, Iowa, as follows:

A perpetual special utility easement is reserved and exists and is granted over and across the North Twenty (20) feet of Lot 39 to the owner of Lot 40.

A perpetual special utility easement is reserved and is granted over and across the North Twenty (20) feet of Lot 41 to the owner of Lot 42.

A perpetual special utility easement is reserved and exists and is granted over and across the South Twenty (20) feet of Lot 44 to the owner of Lot 45.

A perpetual special utility easement is reserved and exists and is granted over and across the South Twenty (20) feet of Lot 46 to the owner of lot 47.

A perpetual special utility easement is reserved and exists and is granted over and across the South Twenty (20) feet of Lot 50 to the owner of Lot 49.

Section 2. All of the easements in Section One shall be perpetual easements granted to the designated adjoining lot owners to cover the overlap of existing sanitary sewer, water and sump services. These are required to allow the designated adjoining Lot Owners to have access to their services in order to make repairs and improvements to their existing sanitary sewer, water and sump services. These are part of the adjoining Lot Owners utility services but are located on the lot belonging to the Grantor of the easement.

Section 3. The grantor of the easements may construct asphalt or concrete drives, sidewalks and plant materials on these easements but no buildings may be constructed thereon. The foregoing right and easement is granted upon the express condition that the grantee of the easement will assume liability for all damage to the property of the grantor of the easement and will make all repairs and assume all expense required if it is necessary to go upon or excavate any plants, drives or sidewalks located on the grantor's lot, and will restore the property to the same condition as originally existed all at the expense of the grantee.

Section 4. A further general utility perpetual easement is hereby reserved for general drainage purposes over and across the West Ten (10) feet of Lots 1 through Lot 14, inclusive, First Addition Stone Brooke Subdivision, Ames, Iowa.

Section 5. Each of the grantors and grantees of the above easements do by the granting, acceptance and use of said easements jointly and severally agree to release each other, the City of Ames, Iowa, and future assigns from any and all liability, cause of action or claims as a result of the use of said easements or making any repairs or improvements thereon by either the grantor or grantee of said easement or any of their assigns.

Section 6. Easement in Other Additions. The lack of mention of easements established in other additions shall not mean that such easements are in any way affected by this Declaration.

ARTICLE XV GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, by fines, or by other reasonable means, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or by the Board of Directors (referred to as the policies). Failure by the Association or 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. The Board of Directors may adopt a list of remedies and a schedule of fines to be imposed for violations of the policies. Such remedies may include ticketing and towing vehicles parked in violation of the policies.

Section 2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other property provisions which shall remain in full force and effect

Section 3. Term of Declaration. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty-one (21) years from the date this Declaration is recorded.

Section 4. Extension of Declaration. The Covenants and Restrictions may be extended for additional terms of twenty-one (21) years any time during the current twenty-one (21) year term by filing a Verified Claim as provided below.

Section 5. Amendment of Declaration. This Declaration may be amended by an instrument signed by owners of two-thirds of the Class A and two-thirds of the Class B Owners. Any amendment must be recorded.

Section 6, Filing a Verified Claim. The Owner of any Lot may file a Verified Claim with the Story County Recorder, Nevada, Iowa, at any time prior to the expiration of the current twenty- one (21) year term during which the Covenants and Restrictions are in force pursuant to the procedure, form and manner as required by the Code of Iowa. The filing of such Verified Claim by any Lot Owner shall cause the Declaration to be extended for an additional twenty-one (21) year term. The Covenants and Restrictions may be extended thereafter for any number of additional twenty-one (21) year periods from and after the expiration of the then current twenty- one (21) year period by following the same procedure.

Section 7. Any notice required to be given under the provisions of this Declaration may be given by regular mail, regular delivery service such as Federal Express or UPS, by hand delivery, or by electronic mail. Owners having email access shall provide to the Association an email address for such notices. A notice given by regular mail shall be deemed given four days after the notice is deposited in the U.S. Mail, postage paid. A notice given by regular delivery service shall be deemed given the day following the day it is given to the delivery service. A notice given by email shall be deemed given the day after it is sent.

Section 8. Unless otherwise stated at the beginning of an Article, all provisions of this Declaration shall apply equally to Class A and Class B Members.

Section 9. In case of any action, proceeding or effort initiated by either the Association or an Owner to enforce or protect their respective rights under this Declaration, the prevailing party shall be entitled to recover, to the extent permitted by law, reasonable attorney fees, court costs and other expenses advanced to enforce or protect the prevailing party's rights under this Declaration.

IN WITNESS WHEREOF, the undersigned comprising at least 80% of the Owners, have executed this Restated Declaration on the dates shown.

EXHIBIT A - COMMON AREA LEGAL DESCRIPTIONS

Outlots A, B, C, D, and E (except Parcel F in Outlot E, First Addition, Stone Brooke Subdivision, Ames, Iowa, as shown on the Plat of Survey recorded December 5, 2000 as Inst. No. 00-13514, Slide 86, Page 1 of the Story County Records), all in First Addition, Stone Brooke Subdivision, Ames, Iowa;
Outlots A and B, Second Addition, Stone Brooke Subdivision, Ames, Iowa;
Outlots A and B, Third Addition, Stone Brooke Subdivision, Ames, Iowa;
Outlots A and B, Fourth Addition, Stone Brooke Subdivision, Ames, Iowa, and;
Outlot Z, Fifth Addition, Stone Brooke Subdivision, Ames, Iowa.