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Prepared by Nathan Romine, 1698 Mueller Ct, Winterset, IA 50273515-528-0526

**DECLARATION OF COVENANTS of the
MUELLER LANE NEIGHBORHOOD ASSOCIATION**

This declaration is made on the date set forth below by the Officers of the Mueller Lane Neighborhood Association located in That part of the southeast quarter (SE1/4) of section three (3), and the northwest quarter (NW1/4) of the southwest quarter (SW1/4) of section two (2), all in Township Seventy-six (76) north, range twenty-seven (27) west of the 5th P.M. Madison County, Iowa described as follows:

Beginning at the southeast corner of said Section Three (3); thence on an assumed bearing of South 90 degrees 00 minutes 00 seconds West along the south line of the Southeast Quarter (SE1/4) of said Section Three (3) a distance of 2466.02 feet; thence North 16 degrees 13 minutes 46 seconds East 784.16 feet; thence North 42 degrees 15 minutes 30 seconds East 440.36 feet; thence North 22 degrees 25 minutes 10 seconds West 559.78 feet; thence South 83 degrees 52 minutes 12 seconds West 443.23 feet; thence North 06 degrees 47 minutes 25 seconds East 431.09 feet; thence North 40 degrees 09 minutes 01 seconds West 80.04 feet; thence North 00 degrees 12 minutes 50 seconds West 266.05 feet; thence 78 degrees 38 minutes 50 seconds East 572.97 feet; thence North 51 degrees 31 minutes 57 seconds East 114.49 feet; thence South 83 degrees 49 minutes 05 seconds East 675.38 feet; thence South 86 degrees 18 minutes 08 seconds East 373.57 feet; thence South 67 degrees 17 minutes 52 seconds East 827.67 feet; thence South 63 degrees 23 minutes 10 seconds East 771.24 feet; thence South 11 degrees 02 minutes 00 seconds East 405.87 feet to the south line of the Northwest Quarter (NW1/4) of the Southwest Quarter of said Section Two (2); thence South 89 degrees 26 minutes 30 seconds West along

said south line a distance of 608.26 feet to the northeast corner of the Southeast Quarter (SE) of the Southeast Quarter of said Section Three (3); thence South 00 degrees 30 minutes 10 seconds West along the east line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) a distance of 1322.28 feet to the southeast corner of said Section Three (3) and the point of beginning.

All properties within the above described real estate shall be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - Definitions

Section 1.

"Association" shall refer to the Mueller Lane Neighborhood Association, its successors and assigns.

Section 2.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any parcel which is a part of the property, except that a vendee in possession under a recorded contract of sale of any parcel shall be considered the owner rather than the contract seller being the owner. Those having an interest merely as security for the performance of an obligation shall not be considered an owner.

Section 3.

"Properties" shall mean and refer to that certain real property herein before described and such additional real property which includes lots or plats as may hereafter become subject by covenants of record to assessment be the Association or herein after become Common Area.

Section 4.

"Common Area" shall mean and refer to the roadway, including the improvements thereon, ownership of which shall be retained by the Association for the common use and enjoyment of the owners, the legal description of which is attached hereto and by this reference made a part hereof, marked Exhibit "A". the Common Area shall also be all portions of paving, rock roads, and utilities located in the Common Area and included in the property owned by municipality or municipal agency. The Common Area and any improvements thereon shall be conveyed to the Association.

Section 5.

"Lots" shall mean and refer to the numbered lots or plats as shown upon any plats within the Property.

Section 6.

"Association Responsibility Elements" shall mean the following, whether located upon a "Lot" or "Parcel" or upon the "Common Area":

- (a) The access roads constructed by the Association and owned by the Association.
- (b) Conduits, ducts, plumbing, wiring, pipes and other facilities located on the above roads which are carrying any service to more than one "Parcel".
- (c) Street signs owned by the Association, including such signs located on property owned by Madison County, Iowa.

ARTICLE II - Property Rights and Maintenance

Section I. Owner's Easements and Enjoyment

Every Owner shall have a right and easement and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Parcel or Lot, subject to the right of the Association to dedicate or transfer any part of the Common Area to any public agency, authority or utility for such purposes. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by a majority of the members entitled to vote, has been recorded.

Section 2. Delegation of Use

Any Owner may delegate, in accordance with the bylaws, the right of enjoyment to the Common Area and facilities to the members of the owner's family or tenants.

Section 3. Association Responsibility Elements

No person, other than the owner of a Parcel or Lot, and the owner's invitees, shall have the right to enter upon, use or affect an Association Responsibility Element located adjacent to a Parcel or Lot except that the Association and its designees may enter the Common Area at reasonable times for the following purposes:

- (a) Enforcement of any provision of this Declaration or the Articles of Incorporation or the By-laws of the Association.
- (b) Mowing and maintenance of grass areas.
- (c) Snow removal and maintenance and repair of the road areas.

Section 4. Maintenance

The Association shall be responsible for the maintenance of the Common Area and the improvements thereon.

Section 5. Residences

- (a) There shall be located on each Parcel or Lot sold a single family residence of a minimum of fifteen hundred (1500) total square feet living area with twelve hundred (1200) square feet of living area being located on the main level of the residence structure.

No other use shall be allowed except single-family residency, except that on Lot Four (4) there shall be allowed a separate building to be constructed as an architectural business studio which may not be used for any other commercial purpose.

There shall be no visible commercial use of the property, or visible commercial signage on the property.

(b) No structure shall be erected on any Parcel or Lot except a single family residential dwelling structure with a one to four car garage. In addition two (2) detached accessory buildings or garages will be permitted, one not to exceed twenty five hundred (2500) square feet. The other detached accessory building may not exceed six hundred (600) square feet.

(c) Guidelines for building plans

No construction shall begin on any Parcel or Lot as described in Article II, Section 5 (a) or (b) until the building plans have been submitted and approved by the officers of the Association. Plans submitted shall generally include exterior dimensions, a description or list of materials to be used and location of building placement on the Lot. The following guidelines for submitted accessory building plans include categories of square footage and style of structure.

1. 100 square feet or less: No review is required; however, the building color must be compatible and/or complementary with the residential structure of the property.
2. 101 – 600 square feet: The height not to exceed sixteen (16) feet. The exterior colors and materials must be compatible and/or complementary to the colors and materials of the residence. No further review by the Association required.
3. 601 – 2500 square feet: The height not to exceed the highest point of the roof of the residence on the Parcel or Lot. The exterior colors and materials must be compatible and/or complementary to the colors and materials of the residence. The building may not be constructed between the residence and common area. Review and approval by the officers of the Association or duly appointed building committee is required.
4. All building plans submitted including for underground structures will be subject to the Association setback regulations.

(d) Appeal Process

Decisions rendered by the officers regarding a building plan or requested exceptions to the guidelines for building plans, excluding setback regulations, may be appealed to the Association Members at a Special Meeting of the Association. Written approval of 60% of the Association Members is required to override the decisions of the officers.

- (e) No mobile homes, double-wide homes or manufactured homes shall be erected or placed on any of the Lots, plats or Parcels included in the real estate described above. No trailer, basement, tent, shack, garage, barn or other accessory building on the Parcel or Lot shall be used as a residence, temporary or permanently; nor shall any residence of a temporary character be permitted without approval of the officers of the Association.
- (f) The owner, residents, tenants or guests of a Parcel or Lot shall not engage in any activity which is a nuisance.

Section 6. Setback Requirements

For the construction of any residence and other buildings permitted by these covenants, conditions and restrictions there shall also be the following restrictions:

1. A 75-foot setback from the common area* for lots One (1), Two (2), Three (3), Four (4), Five (5), Thirteen (13), and Fourteen (14)
2. A 50-foot setback from the common area for lots Six (6), Seven A (7A), Seven B (7B), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12)
3. A 50-foot setback from all Association members' adjacent association lot lines
4. A 25-foot setback from the common area for fences used for animal confinement

The setback requirements for lot lines that are not adjacent to association lot lines shall follow the Madison County, Iowa setback requirements (a 50-foot setback from any roadway and a 25-foot setback from adjacent properties as of 7 June, 2017).

*As defined in Article 1, Section 4 of the Mueller Lane Residential Association Covenants

Section 7.

All wiring shall be underground.

Section 8.

No Lot shall be subdivided, except that Lot Seven (7) may be subdivided once. An owner may sell a portion of their lot to an adjacent landowner for the purpose of increasing the size of the adjacent landowner's Lot.

ARTICLE III - Membership and Voting Rights

Section 1.

Every owner of a Parcel or Lot which is subject to assessment shall be a member of the Association. Membership is mandatory and shall be appurtenant to and may not be separated from ownership of any Parcel or Lot which is subject to assessment.

Section 2.

(a) All owners shall be entitled to one vote in the Association for each Parcel or Lot. When more than one person holds an interest to any Parcel or Lot, all such persons shall be members. The vote for such Parcel or Lot shall be exercised as they determine but no more than one vote shall be cast with respect to any Parcel or Lot. Such vote shall be one-seventeenth (1/17) of the total votes eligible to be cast.

(b) All Association members shall be current with the Association dues or they shall relinquish their right to vote in Association business. Fifty percent (50%) of the annual Association assessed dues shall be paid by June 30 and the balance of the dues shall be paid by December 31 for individual Association members to remain current and eligible to vote in matters of Association business.

(c) Association members of Lots One (1) through Fourteen (14), inclusive, who are current with their assessed dues, are eligible to vote on issues regarding the maintenance of the Common Area.

The owners of Lots Fifteen (15) and Sixteen (16) may not cast a vote in association business regarding issues of maintenance of the common ground or assessment fees established by the Association.

ARTICLE IV - Covenants for Maintenance Assessments

Section 1. Creation of Liens and Personal Obligations of Assessments

(a) The Owner of each Parcel or Lot within the properties of the Mueller Lane Neighborhood Association, hereby covenants, and each Owner of any Parcel by acceptance of a Deed, whether or not it shall be so expressed in such deed, is deemed to consent and agree to pay to the Association; (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as provided in these covenants, together with interest, costs and reasonable attorney's fees, which shall be a charge upon each Parcel and shall be a continuing lien upon the Parcel against which such assessment is made.

(b) Each such assessment, together with interest, cost and reasonable attorney's fees shall also be the personal obligation of the owner of such Parcel or Lot at the time the assessment came due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them.

(c) The owners of Lots Fifteen (15), and Sixteen (16) shall have no obligation to pay to the Association any assessment for the maintenance of the Mueller Lane Association Common Area including maintenance of the roadway. However, the Association members who are owners of lots fifteen (15) and sixteen (16) are obligated to pay one seventeenth (1/ 17th) of the Mueller Lane Association annual assessment for taxes and liability insurance for the Common Area.

Section 2. Purpose of Assessments

(a) The assessments levied by and for the Association shall be used exclusively to promote the health, safety and welfare of the Association Members and shall be used for the improvement and maintenance of the Common Area.

(b) In addition to the annual dues the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, which shall include the surfacing or maintenance of any such roads, provided that any such assessment shall have two thirds (2/3) approval of all Parcel owners who are eligible to vote for special assessment proposals at Association meetings.

(c) Special assessment proposals shall come before the Association Members as an agenda item at a special Association Members meeting or at the Annual Association meeting. Written notice of any Association meeting shall be sent to all Association Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

Section 3. Annual Dues

Annual dues for the upcoming calendar year (January 1 through December 31) shall be determined by the Association Members at the Annual Association meeting.

Section 4. Uniform Rate of Assessment

Annual dues and special assessments for capital improvements shall be fixed at a uniform rate for all Association Members.

Section 5. Insurance

The Association shall obtain liability and casualty insurance for the Common Area and for the Association Responsibility Elements. This provision shall not alleviate any owner of any Parcel or Lot from obtaining homeowners liability insurance and casualty insurance for the property of such owner. In the event of a casualty loss upon the Common Area, the Association shall be responsible for the repair and restoration of the Common Area and the Owner shall be responsible for the repair and restoration of any building or improvements on the owner's Parcel or Lot.

Section 6. Effect of Nonpayment of Annual Dues and Special Assessments

Annual dues or any special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owners property.

Section 7. Subordination of The Lien to Mortgage

The lien of the outstanding balance for dues and special assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Parcel or Lot shall not affect the assessment lien. However, the sale or transfer of any Parcel or Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien if such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Parcel or Lot from liability for any assessments thereafter be-coming due or from the lien thereof.

Section 8. Utilities

Each Owner shall be responsible for payment of all utility services to the Owner's Parcel or Lot, including but not limited to, electricity, water, gas, telephone, sewer services, and cable television services.

Section 9. Assessment for County Related Improvements

Notwithstanding any other provisions of Article IV, the Association may establish a special assessment for the maintenance, improvements or reconstruction of street signs, street lights, fences and sidewalks, if necessary, to comply with any directive of Madison County, Iowa.

ARTICLE V - Architectural Control

No alteration of surface drainage shall be made by an Owner of a Parcel or Lot until the plans and specifications have been submitted to the Association and written approval has been granted by the Officers of the Association. The submitted plans shall include the nature, kind, shape, height, material to be used and location of the same. The Officers of the Association must take action on the said submitted proposal within thirty (30) days of the date the proposal was submitted to the Officers of the Association. If no action is taken within the thirty (30) days, the proposal is deemed to be approved.

ARTICLE VI - Easements

Section 1.

Each Parcel or Lot is burdened with an easement for surface drainage for the benefit of all other Parcels and the Common Area.

Section 2.

Each Parcel or Lot is burdened with easements for public utilities and sidewalks, if the latter is required by Madison County.

ARTICLE VII - Use Restrictions

Section 1. Subjection of the Property to Certain Provisions

The ownership, use, occupation and enjoyment of each Parcel or Lot and the Common Area shall be subject to the provisions of the Bylaws and Articles of Incorporation of the Association, and this Declaration of Covenants, all of which provisions irrespective of where set forth or classified, shall have equal status and shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on or enforceable against each and all Parcels or Lots and the Owners thereof and their respective assigns, lessees, tenants, occupants and successors in interest.

Section 2. Use of Properties

The use of the properties shall be in accordance with and subject to the following provisions:

- (a) A Parcel or Lot shall be used or occupied for single family dwelling purposes only, except that on Lot Four (4) there shall be allowed a separate building to be constructed as an architectural business structure which may not be used for any other commercial purpose.
- (b) A Parcel or Lot may be rented or leased by the Owner or the Owner's lessee provided the entire Parcel or Lot is rented, and for the period of rental is at least one month unless some other period is established in the rules, regulations or Bylaws of the Association. No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability.
- (c) Nothing shall be altered in, constructed in, or removed from the Common Area, except upon written consent of the Officers of the Association which may be given through regulations of the Association.
- (d) No activity shall be allowed which unduly interferes with the peaceful possession and use of the Parcels or Lots by the Owner nor shall any fire hazard or unsightly accumulation of refuse be allowed.
- (e) Nothing shall be done or kept in any Parcel or Lot or in the Common area which will increase the rate of insurance on the Common Area or the Association Responsibility Elements, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Parcel or Lot or any Parcel or Lot or any part of the Common Area or the Association Responsibility Elements, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Association Members.
- (f) All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.
- (g) The Association shall have the authority to adopt rules and regulations governing the use of Parcels or Lots, the Common Area and the Association Responsibility Elements and such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns and licensees.

- (h) Agents or contractors hired by the Association may enter any Parcel or Lot when necessary in connection with any installation, repair, removal, replacement or inspection of any Association responsibility element, or in connection with landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owner as practicable.
- (i) An Owner shall be liable to the association for the expense of any maintenance, repair, or replacement to the Common Area or the Association Responsibility elements rendered necessary by the Owners act, neglect, or carelessness, or by that of the owners family, guests, employee, agents, or lessee, which liability shall include any resulting increase in insurance rates of which the Association is responsible.
- (j) Police, firemen, emergency units, inspectors and any other public officials or law enforcement agencies shall have the same right of entry and the same enforcement powers as to the Common Area as they have with respect to public streets and publicly owned parks and areas.

Section 3. Animal Restrictions

Animals shall only be kept on properties in accordance with and subject to the following provisions:

- (a) No animal which is itself or its products intended for commercial use shall be kept on a Parcel.
- (b) An Owner shall be permitted to keep cats, dogs or other usual household pets and to walk them, upon the Common Area, subject to rules and regulations adopted by the Association. Association members are urged to keep usual household pets from running at large.
- (c) Animals allowed to be kept on any Parcel, other than usual household pets, shall include two (2) horses, or 10 chickens, or four (4) rabbits, or honey bees (a maximum of six (6) hives). Roosters shall not be kept on any Parcel. Association members are asked to take appropriate classes for animal husbandry.
- (d) Any animal kept outside of the main residence must be provided an appropriate sized shelter suitable for all types of weather. The shelter provided will be regarded as one of the allowable buildings and must comply with all building requirements as detailed in Article II Sections 5 and 6. Shelters for chickens,

rabbits, or bees must be located behind the main residence and not visible from neighboring residences or the common area.

- (e) Any animal kept outside of the main residence shall be restrained by fencing and not be allowed to run at large. Fences in the front or side lots must be made of fencing material that will be attractive and compliment the appearance of the association common area. Woven wire, cattle fencing, or stand-alone electric fence will not be allowed in these areas. Fences must be well maintained to restrain the animals and 25 feet from the common area or neighboring lot lines.
- (f) Animal containment areas must be free of odor, insects and rodents causing no safety or health hazards to the other association members or to the general public. All efforts must be made not to interfere with the enjoyment of life, the common area and property by any association member.
- (g) All grains and feed must be stored in rodent proof-containers.
- (h) Chickens and rabbits must be provided at least 50 square feet of confinement space with at least nine (9) square feet per animal.
- (i) No more than nine (9) cubic feet of chicken or rabbit manure or waste can be stored on the lot. No more than four (4) cubic yards of horse manure or waste can be stored on the lot. All manure and waste must be out of sight from neighboring residences and the common area.
- (j) Offspring from these animals may be kept for the appropriate weaning period. Once weaned, they will count toward the total allowed by the association covenants.
- (k) Association members may petition the governing officers to allow other types of animals. Each request shall be in writing and with a care plan provided.

Section 4. No Waiver

Failure of the Association or any Owner to enforce any covenant, condition or restriction, this Declaration of Covenants, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE VIII - General Provisions

Section 1. Enforcement

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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.

Section 2. Sever-ability

Invalidation of any 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.

Section 3. Duration

This Declaration of Covenants shall run with and bind the land for a term of twenty (20) years from the date this Declaration of Covenants is recorded after which time they shall be automatically extended for successive periods of ten (10) years.

Section 4. Amendment Provisions

This Declaration of Covenants for The Mueller Lane Neighborhood Association may be amended by the Association by the following procedures.

(a) The Association shall provide the specific proposed amendment(s) language in writing to the Association members with notification of a special Association meeting or the Annual Association meeting, at which the proposed amendment(s) will be voted upon.

(b) The meeting notification with the proposed amendment(s) language shall be provided to the Association members at least (20) days prior to the date of the meeting. An agenda of that meeting must accompany the meeting notification.

(c) The Association Members shall vote to approve or disapprove the proposed amendment(s).

(d) Sixty Percent (60%) approval of the Association Members is required to approve a proposed amendment to the Declaration of Covenants for Mueller Lane Neighborhood Association.

(e) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Madison County, Iowa.

(f) A copy of the current Declaration of Covenants of the Mueller Lane Neighborhood Association shall be provided to the Association Members by the Secretary of the Association.

ARTICLE IX

Bylaws of the Mueller Lane Neighborhood Association

The Bylaws of the Mueller Lane Neighborhood Association are herein attached and incorporated by this reference as certified below by the President and Secretary.

Dated this 15 Day of June, 2018

These amended Declaration of Covenants of The Mueller Lane Neighborhood Association replace and are in substitution of The Declaration of Covenants of the Mueller Lane Neighborhood Association dated 15 Day of June, 2018.

The undersigned Members of the Mueller Lane Neighborhood Association (herein attached fourteen (14) signed ballots), being owners of a portion of the real estate described above, hereby consent and agree to the above amended Declaration of Covenants and Bylaws of the Mueller Lane Neighborhood Association.

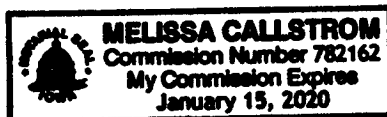
STATE OF IOWA, COUNTY OF Madison

This instrument was acknowledged before me on this 14 day of June, 2018

Michael Brenner President
by Gina Crow Secretary

Melissa Callstrom

Notary Public in and for said State of Iowa



Michael Brenner

President, Mueller Lane Neighborhood Association

Gina Crow

Secretary, Mueller Lane Neighborhood Association