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Revenue Tax:
Rita A. Vargas RECORDER
Number: 201800003317
Scott County, Iowa

Prepared by and Return to Brett R. Marshall, 220 Main Street, Suite 600, Davenport, IA 52801; (563) 324-3246

**AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS AND
RESTRICTIONS FOR DEER RIDGE HOME OWNERS ASSOCIATION, INC.**

This Amended and Restated Declaration of Easements, Covenants and Restrictions for Deere Ridge Home Owners Association, Inc. (this "Declaration") is entered into as of December 20th, 2017 by all the Lot Owners and Members of the Association.

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Deere Ridge First Addition to the City of Bettendorf, Iowa, covering the Properties described therein, was made as of December 12, 1995, filed January 10, 1996 and recorded as Document No. 1996-00786 in the Office of the Scott County Recorder (the "First Addition Declaration"); and

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Deere Ridge Second Addition to the City of Bettendorf, Iowa, covering the Properties described therein, was made as of October 16, 1996, filed December 11, 1996 and recorded as Document No. 1996-32777 in the Office of the Scott County Recorder (the "Second Addition Declaration"); and

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Deere Ridge Third Addition to the City of Bettendorf, Iowa, covering the Properties described therein, was made as of September 23, 1997, filed December 31, 1997 and recorded as Document No. 1997-36110 in the Office of the Scott County Recorder (the "Third Addition Declaration"); and

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Deere Ridge Fourth Addition to the City of Bettendorf, Iowa, covering the Properties described therein, was made as of March 26, 1998, filed April 28, 1998 and recorded as Document No. 1998-16104 in the Office of the Scott County Recorder (the "Fourth Addition Declaration"); and

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Deere Ridge Fifth Addition to the City of Bettendorf, Iowa, covering the Properties described therein, was made as of March 26, 1996, filed April 28, 1998 and recorded as Document No. 1998-16107 in the Office of the Scott County Recorder (the "Fifth Addition Declaration"); and

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Deere Ridge Sixth Addition to the City of Bettendorf, Iowa, covering the Properties described therein, was made as of March 4, 1999, filed April 20, 1999 and recorded as Document No. 1999-13990 in the Office of the Scott County Recorder (the “Sixth Addition Declaration”); and

WHEREAS, ARTICLE XI, Section 4 of each of the foregoing declarations provides that each declaration may be amended during the first twenty-one (21) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and has been approved by resolution adopted by the City Council of the City of Bettendorf, Iowa, and a certified copy of said resolution, and a certified copy of the amendment adopted by the Lot Owners has been recorded in the Office of the Recorder of Scott County, Iowa. Attached hereto as Exhibit A is a Certificate and Affidavit of the President of Deer Ridge Home Owner’s Association, Inc. certifying that the requisite number of signatures approving this Declaration have been obtained, and that the Declaration has been approved by resolution adopted by the City Council of the City of Bettendorf, Iowa; and

WHEREAS, the Lot Owners of each of the foregoing additions desire to amend each of the foregoing declarations by merging the First Addition Declaration, Second Addition Declaration, Third Addition Declaration, Fourth Addition Declaration, Fifth Addition Declaration and Sixth Addition Declaration into this Declaration and by further amendment as shall hereinafter be set forth.

NOW, THEREFORE, the approval of the requisite number of Lot Owners in each addition having been obtained, and a resolution duly adopted by the City Council of the City of Bettendorf, Iowa, the Lot Owners hereby declare that all of the Properties described herein 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 run with the real property and 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. “Association” shall mean and refer to Deer Ridge Home Owners Association, Inc., an Iowa nonprofit corporation, its successors and assigns.
2. “Properties” shall mean and refer to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. It shall include all areas within the perimeter of the following Final Plats:

Final Plat of Deer Ridge First Addition to the City of Bettendorf, Scott County, Iowa filed January 10, 1996 and recorded as Document No. 1996-00786 in the Office of the Scott County Recorder (“Deere Ridge First Addition”);

Final Plat of Deere Ridge Second Addition to the City of Bettendorf, Scott County, Iowa filed December 11, 1996 and recorded as Document No. 1996-32777 in the Office of the Scott County Recorder (“Deere Ridge Second Addition”);

Final Plat of Deere Ridge Third Addition to the City of Bettendorf, Scott County, Iowa filed December 31, 1997 and recorded as Document No. 1997-36110 in the Office of the Scott County Recorder with the exception of Lot 1 and Lot 2 therein (“Deere Ridge Third Addition”);

Final Plat of Deere Ridge Fourth Addition to the City of Bettendorf, Scott County, Iowa filed April 28, 1998 and recorded as Document No. 1998-16104 in the Office of the Scott County Recorder (“Deere Ridge Fourth Addition”);

Final Plat of Deere Ridge Fifth Addition to the City of Bettendorf, Scott County, Iowa filed April 28, 1998 and recorded as Document No. 1998-16107 in the Office of the Scott County Recorder (“Deere Ridge Fifth Addition”); and

Final Plat of Deere Ridge Sixth Addition to the City of Bettendorf, Scott County, Iowa filed April 20, 1999 and recorded as Document No. 1999-13990 in the Office of the Scott County Recorder (“Deere Ridge Sixth Addition”).

3. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association shall include the following:

Outlots A, B, C and D of Deere Ridge First Addition; and Outlot A of Deere Ridge Second Addition.

4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties with the exception of the Common Area, unless the content is clear to the contrary.

5. “Member” shall mean and refer to every person or entity who holds membership in the Association.

6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

7. “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.

8. “Family, Single” shall mean one or more persons, each related to the other by blood, marriage or legal adoption, and their respective spouses and children, including stepchildren,

maintaining a common household in a dwelling under a single head-of-household. 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.

9. "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. A basement or cellar shall not be counted as a story.

10. "Story, Hall" 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.

11. "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.

ARTICLE II 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. No owner shall have more than one membership. 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. Each Member 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 be cast with respect to any Lot, and no fractional votes shall be cast with respect to any Lot.

ARTICLE III PROPERTY RIGHTS

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

(b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;

(c) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment or monthly installment thereof, against the Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(d) 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. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the votes of the Members has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance; and

(e) The right of the Association to adopt reasonable rules and regulations for the use of the Common Area and facilities thereon.

2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, the Owner's right of enjoyment to the Common Area and facilities to the members of the Owner's family, tenants or contract purchasers who reside on the property.

3. Title to the Common Area. The Common Areas shall be owned by the Association and used by the Association for open space, recreational, social and community purposes only.

ARTICLE IV ESCROW FUND FOR CAPITAL IMPROVEMENTS

The Association shall have the power to maintain an escrow fund and expend escrow funds for capital improvements to the Common Areas. The Association shall establish the escrow fund at a local banking institution chosen by the Association.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any 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: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected from time to time as hereinafter provided. The special assessments are to be the secondary source of funds for capital improvements, the primary source being the escrow fund described in Article IV hereof. 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 Bettendorf, Iowa. The annual and special assessments, together with interest, costs and reasonable attorneys' 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 attorneys' 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 fell due. The personal obligation for delinquent assessments shall not pass to his 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 the Properties and in particular for the maintenance of the Common Areas 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 Areas, and for the improvement, maintenance (including snow removal) and insuring of the Common Areas.

3. Maximum Annual Assessment. The Board of Directors may fix an annual assessment as follows:

(a) The maximum annual assessment shall be \$100.00 per Lot, payable in annual installments.

(b) The maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Members.

(c) The maximum annual assessment may be increased above ten percent (10%) over the maximum assessment for the previous year by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum annual assessment as so determined.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar 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, including fixtures and personal property related thereto, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to the members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all improved Lots and shall be collected on a monthly installment basis, except as hereinafter provided.

7. Date of Commencement of Annual Assessments; Due Dates. The Board of Directors of the 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. The annual assessment shall be paid in one installment and 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.

8. Effect of Non-payment of Assessments; Remedies of the 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 ten percent (10%) per annum. Such a delinquency of any monthly 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 property by an action in equity. In any such action, interest, costs and reasonable attorneys' fees 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 attorneys' 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 nonuse of the Common Area or by abandonment of his Lot.

9. 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 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 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.

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

ARTICLE VI
SPECIFIC PROVISIONS AND USE RESTRICTIONS

1. Use of Common Areas. The Common Areas shall be used only for recreational, social and community purposes.

2. Type of Use. Each Lot shall only be used for single-family dwelling purposes. No activity shall be carried on upon any Lot which would constitute a nuisance or an unreasonable disturbance to persons occupying adjacent lots.

3. Boats, Trailers and Campers. All boats, trailers, campers or other recreational vehicles shall only be stored or housed inside garages or in such areas as are specifically designated by the Association.

4. Motorcycles, Bicycles and Other Two or Three Wheeled Vehicles. All motorcycles, motor bikes, bicycles, all-terrain vehicles or other recreational vehicles shall only be used on driveway and streets and shall not be driven on the Common Areas.

5. Temporary Buildings 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.

6. Animals, Livestock or Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for two (2) dogs, and/or two (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. Outside kennel location shall be no more than twenty (20) feet from side Lot line and shall be first approved in writing by the Building Committee.

7. 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.

8. Weeds and Debris. The Owners of each Lot in the subdivision, whether said Lot be vacant or improved, shall keep their Lot or Lots free from weeds and debris.

9. Parking of Commercial Vehicles. The parking of commercial vehicles other than in the attached garage is prohibited, except delivery vehicles during periods of deliveries.

10. Satellite Dishes. No satellite dishes may be installed on a Lot without the written approval by the Building Committee. The Building Committee shall have 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.

11. Fences. No chain link fencing shall be erected, installed, altered or placed on any Lot.
12. Sheds. No utility or garden shed shall be erected, installed, altered or placed on any Lot.

ARTICLE VII BUILDING RESTRICTIONS

1. Land Use and Building Type. All Lots shall be used only for single family residential purposes. No building shall be erected on any Lot, other than one detached single family dwelling, and a private garage attached thereto. No Lot as platted shall be subdivided so as to permit the erection of more than one dwelling, but nothing herein contained shall prevent the use of one Lot and up to a portion of one adjoining Lot for the erection of one residential dwelling.

Garages shall contain no more than three 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.

2. 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 less, unless a greater height is approved in writing by the Building Committee.

3. 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 dwellings: the ground floor area of the main structure shall not be less than fourteen hundred (1,400) square feet;

(b) for one and one-half story dwellings: the ground floor area shall not be less than nine hundred (900) square feet and the entire structure shall have not less than fifteen hundred (1,500) square feet of total living area; and

(c) for dwellings of more than one and one-half stories: two or two and one-half story structures shall have not less than eighteen hundred (1,800) square feet of total living area.

4. Building Committee. 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, outbuildings, fences, and all other structures, and 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 surrounding Properties, and as to the location of said structures with respect to topography and finished ground elevation by a building committee of not less than one (1) nor more than three (3) individuals elected by a

majority of the Members (the "Building Committee"), or by a representative designated by a majority of the members of said Building Committee. Said plans, specifications, and plot plan shall be submitted in duplicate with one copy remaining with the Building Committee. In the event of death or resignation of any member of said Building Committee, the remaining member, or members, shall have full authority to act as the Building Committee, or to designate a representative with like authority. If said Building Committee or its designated representatives fails to approve or disapprove such design and location within thirty (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 six (6) months from the date of approval of any plans, the plans shall be resubmitted to the Building Committee before the commencement of construction. Neither the member of such Building Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

5. Time for Completion. Upon commencement of construction of any dwelling on any Lot, said dwelling must be completed within fourteen (14) 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.

6. 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 six (6) months of occupancy. All landscaping plans shall be first approved in writing by the Building Committee.

7. New Construction. Any dwelling constructed on any Lot shall be new construction.

8. Municipal Sidewalks. Sidewalks along any adjacent street or avenue shall be installed by the Owner of each Lot at his own cost and expense as soon as the construction of any dwelling is completed. Sidewalks shall be constructed to City of Bettendorf specifications and shall not be constructed with anything other than regular concrete. Exposed aggregate is not allowed.

9. Excess Excavation. Any excess dirt on any lot in the subdivision resulting from excavation shall be subject to the direction and control of the Building Committee and shall be disposed of at the owner's expense within the subdivision or out of subdivision as the Building Committee shall direct.

10. Tennis Courts and Pools. 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.

11. Driveways. Access driveways for vehicular travel from the property line to the building shall be constructed of portland cement concrete, or shall have a compacted stone base with a bituminous, hot mix, asphaltic wearing surface.

12. 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 throughout the Properties.

13. Housekeeping. The Owner of a Lot shall require all contractors and subcontractors to keep and maintain his Lot in a clean and slightly condition during construction.

ARTICLE VIII INSURANCE

1. Duties of Association. The Association shall have the duty to purchase, carry and at all times maintain in force insurance covering all of the Common Areas, the improvements thereon and appurtenant thereto, for the interest of the Association, in such amounts and with such endorsements and coverage as shall be similar in construction, location, and use to similar property. Such insurance shall include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, as determined annually by the insurance carrier.

(b) Public liability and property damage insurance on a broad form basis.

(c) Fidelity bond for all officers and employees of the Association having control over the receipt or disbursement of funds in such penal sums as shall be determined by the Association in accordance with its By-Laws.

2. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage to improvements upon the Common Areas for the repair of which the Association is bound hereunder, the Association shall levy a special assessment as provided for in Article V of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to replace or repair any loss or damage for which an Owner is bound hereunder, such Owner shall, as his undivided responsibility, pay any excess costs of repair or replacement.

ARTICLE IX REPAIR AND RESTORATION

1. General. Notwithstanding that the placing, carrying and maintaining in force of insurance against all loss, damage or destruction is provided for in this Declaration, the Association and the Owners shall have the affirmative obligation for repair and restoration as set forth in this Article.

2. Facilities and Common Area. If any facilities on Common Areas or any part or portion thereof, or on circle drive areas, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and the same shall be substantially in accordance with the original plans and specifications for the improvement of that property.

ARTICLE X GENERAL PROVISIONS

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 or reservations now or hereafter imposed by the provisions of this Declaration. The Association shall have the sole right to enforce, by proceedings at law or in equity, the 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.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise 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 twenty-one (21) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

4. Amendment. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and a certified copy of the amendment adopted by the Lot owners having been recorded in the office of the Recorder of Scott County, Iowa.

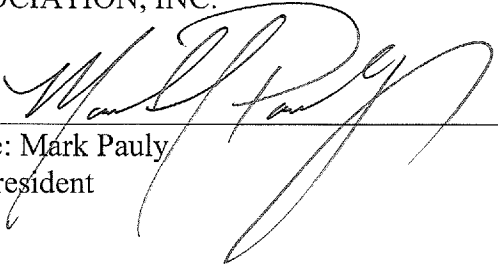
5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members. Such annexation shall be effective only upon the recording of a verified certificate executed by the President and Secretary of the Association which certifies that two-thirds (2/3) of each class of Members of the Association has actually consented to such annexation.

Dated this 20th day of December, 2017.

[The remainder of this page is intentionally left blank. Signature page follows.]

[Signature page to Amended and Restated Declaration of Easements, Covenants and Restrictions for Deer Ridge Home Owners Association, Inc.]

DEERE RIDGE HOME OWNERS
ASSOCIATION, INC.

By: 
Name: Mark Pauly
Its: President

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

On this 20th day of December, 2017, before me, personally appeared Mark Pauly, as President of Deere Ridge Home Owners Association, Inc., and acknowledged that he executed the foregoing instrument on behalf of said corporation; that said corporation has obtained the requisite number of signatures approving the foregoing instrument; and the foregoing instrument has been approved by resolution adopted by the City Council of the City of Bettendorf, Iowa.



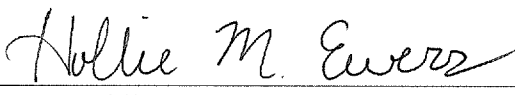

Notary Public

EXHIBIT A

See attached.

**CERTIFICATE AND AFFIDAVIT OF THE PRESIDENT OF
DEER RIDGE HOME OWNER'S ASSOCIATION, INC.**

December 20, 2017

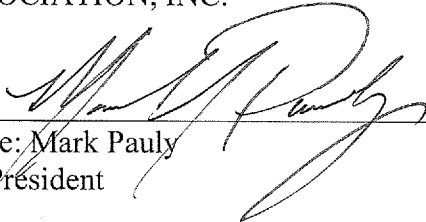
The undersigned, being the duly appointed President of Deer Ridge Home Owner's Association, Inc., an Iowa corporation (the "Association"), is authorized to execute this Certificate on behalf of the Association, and further certifies that:

1. Section 4 of the First Addition Declaration, Second Addition Declaration, Third Addition Declaration, Fourth Addition Declaration, Fifth Addition Declaration and Sixth Addition Declaration each provide that each declaration may be amended during the first twenty-one (21) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and has been approved by resolution adopted by the City Council of the City of Bettendorf, Iowa, and a certified copy of said resolution, and a certified copy of the amendment adopted by the Lot Owners has been recorded in the Office of the Recorder of Scott County, Iowa.
2. The Association has obtained the requisite number of signatures approving the Amended and Restated Declaration of Easements, Covenants and Restrictions for Deere Ridge Home Owners Association, Inc.
3. The Amended and Restated Declaration of Easements, Covenants and Restrictions for Deere Ridge Home Owners Association, Inc. has been approved by resolution adopted by the City Council of the City of Bettendorf, Iowa, and a certified copy of said resolution is attached hereto as Exhibit A.
4. This affidavit is given for the purpose of explaining title to the real property covered by the Declarations and pursuant to Iowa Code § 558.8.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNES WHEREOF, the undersigned has executed and delivered this Certificate and Affidavit of the President as of the date first set forth above.


DEERE RIDGE HOME OWNERS
ASSOCIATION, INC.

By: 
Name: Mark Pauly
Its: President

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

On this 20th day of December, 2017, before me, personally appeared Mark Pauly, as President of Deere Ridge Home Owners Association, Inc., and acknowledged that he executed the foregoing instrument on behalf of said corporation; that said corporation has obtained the requisite number of signatures approving the foregoing instrument; and the foregoing instrument has been approved by resolution adopted by the City Council of the City of Bettendorf, Iowa.




Notary Public



1609 State Street • Bettendorf, Iowa 52722-4937 • (563) 344-4000

February 7, 2018

Via email

Gage Kensler
Lane & Waterman LLP
220 N. Main, Suite 600
Davenport, IA 52801

RE: *Deer Ridge HOA*

Dear Gage:

It is my understanding that the home owners associations of each of the six additions of Deer Ridge subdivision desire to amend the respective Declarations of Easements, Covenants and Restrictions in order to combine all six additions into a single declaration and to revise certain "boilerplate" issues to conform to Iowa and local law (including the issue addressed below).

As you point out, the amendment section of each of the declarations (Section XI, subsection 4 of the First Addition declaration) requires, in addition to assent by lot owners, that a resolution is adopted by the City Council of the City of Bettendorf, Iowa approving such amendment. However, as we have discussed, the amendment approval requirement of the declaration is not within the purview of the City Council. The declarations are contracts among the lot owners.

I realize this is a bit of a chicken or the egg situation, as one of the items on the list of issues to be changed is the amendment section of the declarations discussed above. However, there is simply no authority for the City Council to act on this matter. Please let me know if you need anything else from me.

Best regards,

A handwritten signature in black ink, appearing to read "CJ Curran", is written over a faint, circular watermark.

Christopher J. Curran
City Attorney
563-344-4004
ccurran@bettendorf.org