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DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 18th day of November, 2015 by **URBAN HILLS DEVELOPMENT, LLC**, an Iowa limited liability company (the "Declarant").

WHEREAS, Declarant is the owner of certain real property legally described as follows:

Lots 1-27 in Urban Hills Plat 1, an Official Plat, now included in and forming a part of Urbandale, Dallas County, Iowa; and

WHEREAS, Declarant is desirous of protecting the value and desirability of the Plat.

NOW, THEREFORE, Declarant hereby declares that all property within the Plat shall be held, sold and conveyed and be subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Plat and shall run with the land and shall be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS.

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

A. "Plat" means the real property described as Lots 1-27 in Urban Hills Plat 1, an Official Plat, now included in and forming a part of Urbandale, Dallas County, Iowa.

B. "Declarant" means Urban Hills Development, LLC, an Iowa limited liability company, its successors or assigns.

C. "Lot" means an individual parcel of land within the Plat.

D. "Building Lot" means one or more Lots, or one or more Lots and the portion or portions of adjacent platted Lots in the Plat, used for the construction of one dwelling as herein permitted.

E. "Owner" means the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot that is a part of the Plat.

F. "Outbuilding" means an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

G. "City" means the city of Urbandale, Iowa.

II. DESIGNATION OF USE.

All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City.

III. BUILDING TYPES.

A. No building or structure shall be constructed, altered, or maintained on any Building Lot other than a detached single family dwelling with an attached private garage.

B. No building or structure of any kind shall be moved onto any Lot.

C. The construction of any building or structure on any Building Lot shall be performed utilizing then acceptable construction methods and procedures, including (but not limited to) on-site "stick-built" construction and/or off-site modular or panelized construction.

IV. BUILDING AREA DESIGN AND CONSTRUCTION.

No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements:

As to Lots 1-3 and 19-27:

A. One story/ranch dwellings must have a ground floor finished floor area of not less than 1,650 square feet.

B. One and one half story dwellings must have not less than 1,200 square feet of finished floor area on the main level and a total of all levels of not less than 2,200 square feet.

C. Two-story dwellings must have a total of not less than 2,100 square feet finished area.

D. Split entry dwellings must have not less than 2,200 square feet of finished floor area on the upper level, but a 70% credit will be given for finished floor area of lower level which is 50% or more exposed over finished grade.

E. Split entry dwellings must have not less than 2,200 square feet of finished floor area directly under the roof, but a 70% credit will be given for finished floor area of lower level which is 50% or more exposed over finished grade.

As to Lots 4-18:

F. One story/ranch dwellings must have a ground floor finished floor area of not less than 1,900 square feet.

G. One and one half story dwellings must have not less than 1,700 square feet of finished floor area on the main level and a total of all levels of not less than 2,400 square feet.

H. Two-story dwellings must have a total of not less than 2,500 square feet finished area.

I. Split entry dwellings must have not less than 2,500 square feet of finished floor area on the upper level, but a 70% credit will be given for finished floor area of lower level which is 50% or more exposed over finished grade.

J. Split entry dwellings must have not less than 2,500 square feet of finished floor area directly under the roof, but a 70% credit will be given for finished floor area of lower level which is 50% or more exposed over finished grade.

As to all Lots:

K. No building shall be erected on any Lot unless the design and location is in harmony with existing structures within the Plat as determined in the building plans review process described in Article V below.

L. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.

M. In the computation of floor area, the same shall not include any porches, four-season porches, breezeways, or attached or built-in garages.

N. All exterior painted portions of any dwelling, garage or outbuilding located on any Lot shall be finished with one of the colors designated in writing by Declarant as an acceptable exterior color. All exterior painted portions of dwellings that are repainted shall be repainted in one of such colors.

O. All roof material shall be architectural shingles or higher quality.

P. All dwellings must be constructed using hardboard siding by LP SmartSide or cement board siding by James Hardie or other brands approved in writing by Declarant as being acceptable exterior siding. No vinyl siding shall be permitted.

Q. All structures shall blend in with the terrain rather than contrast with it. The use of natural materials is encouraged, i.e., stained wood, stone, brick and warm-toned shingles, as well as soft, earth-tone colors. All exposed concrete foundations on front elevations only must be covered with brick, stone, veneered or stucco textured; provided, however, that other foundation sided may be exposed but not to exceed twenty-four (24) inches above grade. Any exposed portion of a foundation as permitted herein shall be painted to match the remainder of the structure. At least forty percent (40%) of the front of each home shall be brick or stone veneer. All structures

shall be built in Urban Hills shall be shingled with materials and be in colors acceptable to the Declarant.

R. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

S. If a minimum basement elevation requirement is shown on the recorded final plat for any Lot, the dwelling upon such Lot shall have a finished basement floor elevation as shown on the recorded final plat.

T. Declarant shall have the option to require Declarant's soil engineer to approve and monitor all soil excavation during excavation of basements for dwellings constructed upon any Lot.

V. ARCHITECTURAL REVIEW.

No building or structure, nor any addition or alteration thereof, shall be constructed or substantially altered on any Building Lot unless and until a design plan and a site plan (collectively the "Plans") have been submitted to and approved by Declarant. The Plans shall contain details of design, color scheme, elevation, site grade, landscaping, fencing, roofing, sidewalks, driveways and other similar matters. The Plans shall also state the type of construction, including external details and materials. Declarant shall, within thirty (30) days from the date of submittal of the Plans, deliver to the Owner written approval of, rejection of or required changes to the Plans. The intent of this provision is to insure that buildings and structures are developed in reasonable harmony within the Plat and that the covenants, restrictions and conditions contained herein are met in connection with such development. Declarant may terminate the requirements of this provision at any time, in its sole and absolute discretion, by recording notice of such termination.

VI. GARAGES AND DRIVEWAYS.

All dwellings shall have a minimum of a three-car attached garage. All dwellings shall have a portland cement concrete driveway not less than 18 feet in width and running from the city street to the garage. No garage doors over ten feet in height are permitted.

VII. TEMPORARY AND OTHER STRUCTURES; CERTAIN USES.

No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, watercraft, trailer, unfinished dwelling basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no camper, motor home, watercraft, trailer, or mechanical equipment may be parked or maintained on any Lot (except inside a garage) or on the public street, other than on a temporary basis; provided that this restriction shall not apply to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time may any vehicle, trailer or camper be parked or maintained in the yard of any Lot. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling.

VIII. FENCES.

No fences or other structures may be built or maintained within the front building setback areas as shown on the Plat as recorded and no fences shall be built or maintained in front of the front line of the

residential dwelling extended to the side Lot lines. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including chain link fence around a dog run, is permitted unless it is a black vinyl clad fence. All fences shall be kept in good repair and attractive appearance.

IX. DECKS.

Decks attached to a dwelling must be constructed from cedar, redwood, treated lumber, composite decking, or other products approved by Declarant. All decks shall be kept in good repair and attractive appearance.

X. SOD.

Within sixty (60) days of completion of a dwelling upon a Lot, the front yard, side yards and twenty-five feet (25') of the rear yard measured from the rear of the dwelling foundation shall be fully sodded (except where the topography, conservancy districts, creek slopes or tree cover does not permit such sodding) and the remainder of the rear yard to the rear lot line shall be seeded or sodded. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.

XI. EROSION CONTROL AND STORM WATER DISCHARGE PERMITTING REQUIREMENTS.

The Owner of each Lot, whether vacant or improved, their agents, assigns, heirs and/or building contractors shall take all necessary precautions to prevent, stabilize and/or control erosion on their Lot and the Plat, to prevent sediment migration and soil erosion from extending beyond the boundaries of their Lot and the Plat, and, in the event it occurs, to promptly clean up all eroded sediment and to restore all affected areas to their original condition.

Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot.

During the ownership of the Lot, Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

The Owner and/or person in possession of each Lot whether vacant or improved, shall, at closing of any sale or conveyance of a Lot, execute an agreement complying with all applicable Federal, Sate and local erosion control regulations, laws and ordinances and permits which pertain to the Plat, including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No. 2 (the "Permit").

If Declarant, or any Lot or Lot Owner is cited for an alleged violation of any erosion control regulations, laws or ordinance provision which occurs after closing of any sale of conveyance of a Lot by any jurisdictional authority for a condition on or from the Plat, the Owner shall indemnify and hold Declarant harmless from any and all claims, damages, fines, attorney fees, assessments, levies, and/or costs incurred by Declarant related to the citation.

XII. EASEMENTS.

Easements for installation and maintenance of utilities, monument sign (if any), landscape buffer zones (if any), bike trails (if any), mailbox clusters units (if any) and drainage facilities are reserved as shown on the Plat as recorded. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep, and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within the easement areas (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utilities, monument sign (if any), landscape buffer zones (if any), bike trails (if any), mailbox clusters units (if any) and drainage facilities within such easements areas. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.

XIII. NUISANCES.

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.

XIV. SIGNS.

No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the City by other governmental entities or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, (iii) a customary sign (one per Building Lot) advertising a Building Lot or dwelling for sale, not exceeding 1,296 square inches, and (iv) signs which have been approved by Declarant in writing advertising the builder or for promotional or marketing purposes. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove such signs. Declarant reserves the right to install entrance and directional signs with respect to the Plat, at locations and of design determined by the Declarant in a manner consistent with the ordinances of the City.

XV. TRASH RECEPTACLES.

No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling, garage or Outbuilding, within twelve (12) hours following the scheduled pick up of such trash.

XVI. UTILITIES.

All utility connection facilities and services shall be underground.

XVII. TOWERS AND ANTENNAS.

No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings, on garages or on Outbuildings.

Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) inches or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling shall be permitted for the cable from such exterior tower, antenna or receiver dish. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground, on dwellings, on garages or on Outbuildings.

XVIII. MAINTENANCE.

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, weeds and debris and to keep the lawn and landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches (except in "No Mow Zones" if applicable). The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fence, screening and all other improvements.

XIX. CERTAIN ANIMALS PROHIBITED.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of three (3) dogs and/or cats be kept at any one Building Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, must be completely screened or otherwise hidden from view from any other Lot and all streets within the Plat. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard.

XX. ACCESSORY STRUCTURES.

Each Building Lot may have no more than one (1) customary and traditional accessory structure such as a tool shed, garden house, in-ground swimming pool, tennis court and the like. Any trash receptacle, or tool shed, garden house or other Outbuilding of like nature, shall be properly screened by a privacy fence and/or shrubbery. No above-ground or non-permanent swimming pools shall be permitted on any Lot. Swimming pools, tennis courts, Outbuildings and other accessory structures and improvements, including dog kennels and runs, shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within 20 feet of any side or rear Lot line, as the minimum distance established by the zoning ordinance of the City or the minimum distance as established in the Plat as recorded, whichever is the more restrictive.

XXI. SURFACE WATER.

The topography of the Plat is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.

XXII. MAILBOXES.

Neighborhood mailbox cluster units shall be installed by the Declarant according to United States Postal Service regulations. The Owner and/or occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

XXIII. LIGHT POLES.

No light poles shall be used or placed upon any Lot that extend more than ten (10) feet above grade. All light poles shall be of a residential design. All pole lights shall be positioned and directed so as not to directly shine onto and adjoining Lot or constitute a nuisance to any adjoining Lot Owner.

XXIV. HOMEOWNERS ASSOCIATION.

A. DEFINITIONS.

In addition to the definitions set forth above, the following terms shall have the following definitions, except as otherwise specifically provided:

1. "Association" means **Urban Hills Owners Association**, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, 2015.

2. "Association Responsibility Elements" means the following:

   (i) All signs, monuments, landscape buffer zones, fountains and similar entrance features and the landscape plantings and materials surrounding the entrance sign utilized by the Plat and any plats added to the Association in the future; and

   (ii) All landscape plantings and materials located in Outlots 9A, 10A and 11A of the Plat.

   All landscape plantings and/or lawn areas located in the boulevard island within the street right-of-ways within the Plat (if any) and any plats added to the Association in the future; and

   (iii) All Common Areas located within the Plat and any plats added to the Association in the future; and

   (iv) All bio-retention, rain garden and wildflower plantings located in the drainage retention easements located within the Plat and any plats added to the Association in the future; and

   (v) All ponds and water detention basins and any fowl that habitat thereon located within the Plat and any plats added to the Association in the future, if any; and

   (vi) Those "No Mow Zones" located within the Plat (if any) and any plats added to the Association in the future, whether or not fully or partially located upon any Lot or Common Area; and

   (vii) Mailbox cluster units.

3. "Board of Directors" means the Board of Directors of the Association.

4. "Common Area" means any real property within the Plat and any plats added to the Association in the future, to which the Association holds title, together with any improvements thereon, for the common use, enjoyment and benefit of the Owners.

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5. "Member" means those persons entitled to membership in the Association as provided in the Declaration.

6. "Articles of Incorporation" means the Articles of Incorporation for the Association, which are attached as Exhibit "A" to this Declaration.

7. "Bylaws" means the governing Bylaws for the Association, which are attached to this Declaration as Exhibit "B".

B. MEMBERSHIP AND VOTING.

1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership.

2. Voting. Subject to provisions hereof, the Owners of a Lot shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons 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.

3. Declarant as Sole Voting Member. Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member of the Association until Declarant no longer owns any portion of any Lot, or until Declarant waives, in writing, its right to be the sole voting member, Declarant shall have the right to elect all Directors and to cast all votes as it deems appropriate. Each Owner by acceptance of a deed to a Lot shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

4. Board of Directors. The Members entitled to vote shall elect a Board of Directors of the Association as prescribed by the Bylaws of the Association. The Board of Directors shall manage the affairs of the Association.

5. Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment hereunder against his/her/its Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

C. COVENANT FOR MAINTENANCE ASSESSMENTS.

1. Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants for each Lot and the Owner of each 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 (1) a prorated annual assessment and (2) special assessments to be established and collected as hereinafter provided. The annual assessment and special assessments, together with late fees, interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessments are made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall further be the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment became due.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners within the Plat; for improvement, maintenance, repair, replacement, removal, and demolition of the Association Responsibility Elements; for payment of insurance, utility expenses, salaries, and real estate taxes and assessments associated with

the Association, the Association Responsibility Elements and the Common Area; and for other purposes specifically provided herein.

3. **Maximum Annual Assessment.** The Board of Directors shall establish the maximum annual assessment to be assessed against each Lot, which assessment shall include a pro rata portion of the amount of real estate taxes and special assessments payable by the Association. Rates for both annual assessments and special assessments must be fixed at a uniform rate for all Lots. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the annual assessment, special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto.

4. **Reserve Fund.** A portion of such annual assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the Association Responsibility Elements and any capital improvement that the Association is required to maintain. Notwithstanding the foregoing, Declarant may use any reserve funds, if established, to defray operating costs as it deems appropriate.

5. **Special Assessments for Capital Improvements and Operating Deficits.** In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, removal or demolition of a capital improvement that the Association is required to maintain or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

6. **Date of Commencement of Annual Assessments: Due Dates**. The annual assessment provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance of a Lot by Declarant. Upon such conveyance, the annual assessment and special assessments prorated to December 31 must be paid to the Association. The Board of Directors shall establish the due dates for all assessments. All payments shall be made on or before the due date. Both annual assessments and special assessments shall be collected by the Association, in advance, in annual installments due on January 1.

7. **Declarant Exempt from Assessments**. Declarant shall not be liable for annual or special assessments upon Lots owned by it. Declarant is not responsible for the establishment of a budget as long as Declarant is the sole voting member of the Association. The Association and Declarant are not required to submit statements for assessments to any Owner.

8. **Effect of Nonpayment of Assessments: Remedies of the Association**. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15% per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. 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 Owner's Lot.

9. **Subordination of Assessments Liens.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The assessment shall be paid prior to or at the closing of sale or transfer of any Lot. However, the sale or transfer of any Lot pursuant to mortgage

foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. The failure of an Owner to pay assessments as provided in this Article III shall not constitute a default under a mortgage insured by the Federal Mortgage Agencies.

10. Assessment Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

D. MAINTENANCE BY ASSOCIATION, COMMON AREA AND INSURANCE.

1. Maintenance of Association Responsibility Elements. The Association shall provide all maintenance, repair, replacement, restoration, removal and demolition of the Association Responsibility Elements, including (but not limited to) all necessary painting, repairs, replacements and care of mailbox cluster units, signs, monuments, fountains and other structures. In the case of lawns, shrubs, trees, and other elements of landscaping, the Association shall perform all routine maintenance, including (but not limited to) all necessary mowing, trimming, and replacement of landscaping, and use of pesticides to control infestation of weeds and insects. In the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, or the Owner's family, guests, invitees, agents or contractors, the cost of such maintenance or repairs shall be assessed to such Owner.

2. Maintenance of Common Area. The Association shall be the owner of the Common Area and shall timely pay all real estate taxes and assessments levied against the Common Area. Declarant hereby covenants for itself, its successors and assigns that it shall convey to the Association the fee title to the Common Area free and clear of all mechanic's liens or any liens or encumbrances whatsoever, except covenants, easements, conditions and restrictions whether or not of record or created by this Declaration or granted to any public authority.

3. Contracts and Agreements. The Board of Directors, in its sole discretion, shall enter into any contract, agreement, lease, management contract, employment contract or lease of recreational equipment and facilities, engage the services of and discharge any manager, activities director, managing agent, independent contractor or other employee as it deems necessary. The Board of Directors, in its sole discretion, shall determine the duties and compensation of such persons so employed.

4. Maintenance of No Mow Zones. The Association shall maintain the "No Mow Zones" (if any) in a manner consistent with the zones being planned and used for drainage ways, wetlands and other uses consistent with providing the proper drainage for the Plat and surrounding areas.

5. Insurance. The Association shall purchase and maintain a comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall insure the Association and the Owners against claims relating to the Association Responsibility Elements. The Association shall pay the premiums for all such insurance hereinabove described and the cost thereof shall become a part of the annual assessment.

6. **Access for Maintenance**. The Association and its agents, employees or contractors shall have the right of reasonable access for ingress and egress over, across or through each Lot for the purpose of performing its maintenance obligations of the Common Area and Association Responsibility Elements.

XXV. ADDITION OF PROPERTY.

1. **Conveyance of Additional Common Area and Additional Responsibility Elements.** Declarant shall have the right at any time to convey additional Common Area to the Association or to add additional Association Responsibility Elements. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional Common Area to the Association in the future. The Association shall be obligated to accept any additional Common Area so conveyed by Declarant and to hold and maintain the additional Common Area pursuant to the terms of this Declaration.

2. **Subjecting Additional Land to Declaration**. Declarant shall have the irrevocable right to subject additional land to the terms of this Declaration at any time in the future without the consent of the Association. The additional land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the additional land shall automatically become Members of the Association in the same fashion as described in this Declaration and shall be subject to the same applicable terms, conditions, duties and assessments as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Recorder of **Dallas** County, Iowa. No approval of the Association or any other person shall be necessary.

XXVI. ENFORCEMENT OF COVENANTS.

This Declaration shall be deemed to run with the land, and the Declarant, successor to the Declarant, Association, or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs if the Declarant, successor Declarant, Association or Owner prevails in any such action.

XXVII. AMENDMENTS OF COVENANTS.

This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Notwithstanding the foregoing, so long as the Declarant still owns at least a Lot or a portion of a Lot, it may make amendments or modifications to this Declaration without the consent of any other Owners or other party. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the County Recorder.

XXVIII. PERIOD OF COVENANTS.

The easements granted herein shall be perpetual in nature. All covenants, conditions, restrictions and reservations created by this Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions of this Declaration, but the same shall remain in full force and effect.

XXIX. ENFORCEMENT AND WAIVER.

A. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the other covenants, conditions and restrictions not so expressly held to be void, all of which shall continue unimpaired and in full force and effect.

B. The Plat shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.

C. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Plat.

D. This Declaration may be assigned by the Declarant to a successor in interest by written instrument executed by both parties and filed with the County Recorder.

IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

URBAN HILLS DEVELOPMENT, LLC,
an Iowa limited liability company

By: _____
Terry J. Lutz, Manager

STATE OF IOWA, COUNTY OF POLK:

This instrument was acknowledged before me on November 18th, 2015, by Terry J. Lutz, as Manager of Urban Hills Development, LLC.

By: _____
Notary Public

NOTARIAL SEAL IOWA
BRADLY JAY STOKESBARY
Commission Number 786845
My Commission Expires
October 31, 2017

Exhibit "A"

Articles of Incorporation
for
Urban Hills Owners Association

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ARTICLES OF INCORPORATION

OF

URBAN HILLS OWNERS ASSOCIATION

The undersigned, acting as Incorporator of a corporation under the Revised Iowa Nonprofit Corporation Act, Chapter 504 of the Code of Iowa (2015), adopts the following Articles of Incorporation for such Corporation:

ARTICLE I. NAME

The name of the corporation is **Urban Hills Owners Association** (the "Corporation").

ARTICLE II. CORPORATE EXISTENCE

The corporate existence of this Corporation shall begin on the date these Articles of Incorporation are filed with the Secretary of State by the State of Iowa and shall continue perpetually thereafter unless dissolved as provided by law.

ARTICLE III. PURPOSES AND POWERS

The Corporation is organized exclusively as a Homeowners Association within the meaning of Section 58 of the Internal Revenue Code of 1986, as amended. The primary purpose of the Corporation is to operate a Homeowners Association for **Urban Hills in the City of Urbandale, Dallas County, Iowa**.

As a means of accomplishing the foregoing purposes, the Corporation shall have all the general powers set forth in Chapter 504 of the Code of Iowa (2015), and as it may hereafter be amended. These general powers shall be exercised exclusively for the attainment of the purposes of the Corporation as set forth in this Article.

ARTICLE IV. NO PRIVATE INURNMENT

No part of the net earnings shall inure to the benefit of any director or officer of the Corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes). No director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

ARTICLE V. DISSOLUTION PROVISIONS

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of the remaining assets of the Corporation exclusively for the purpose(s) of the Corporation set forth in Article III of these Articles in such a manner or to such organization or organizations operated

exclusively as charitable organizations as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said District Court shall determine which are organized exclusively for such designated purpose(s).

ARTICLE VI. INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of the Corporation's initial registered office in the State of Iowa is **1360 NW 121st St., Clive, IA 50325** and the name of its initial registered agent at such address is **Dan Duve**.

ARTICLE VII. INITIAL BOARD OF DIRECTORS

The number of directors constituting the initial Board of Directors of the Corporation is **one**. The number of directors may be changed by the Board of Directors upon the adoption of Bylaws for the Corporation and by any subsequent amendment to the Bylaws adopted by the Board of Directors. The name and address of the initial director is: **Terry J. Lutz, 1360 NW 121st St., Clive, IA 50325.**

ARTICLE VIII. MEMBERS

The Corporation shall have Members. The designation of membership classes, the manner of election and the qualifications and rights of the Members of each class shall be as set forth in the Bylaws of the Corporation.

ARTICLE IX. EXEMPTION OF PRIVATE PROPERTY

Consistent with Section 504.901 of the Code of Iowa (2015), the private property of the directors, officers, employees, or members of a corporation shall be exempt from all debts, obligations, or liabilities of the Corporation of any kind whatsoever and directors, officers, members and other volunteers of this Corporation shall not be personally liable in that capacity to any person for any action taken or failure to take any action in the discharge of the person's duties except liability for (i) the amount of any financial benefit to which the person is not entitled; (2) an intentional infliction of harm on the Corporation or the Members; (iii) violation of Section 504.834 of the Code of Iowa (2015); or (iv) the intentional violation of criminal law. If Iowa law is hereafter changed to mandate or permit further elimination or limitation of liability of the Corporation's directors, officers, employees, members, and volunteers in the liability of the Corporations directors, officers, employees, members, and volunteers shall be eliminated or limited to the full extent than permitted.

ARTICLE X. INDEMNIFICATION

The Corporation shall indemnify any present or former director, officer, employee, member or volunteer of the Corporation who is serving or who has served at the request of the Corporation to the fullest extent possible against expenses, including attorney fees, judgments, fines, settlements in reasonable expenses, actually incurred by such person relating to his or her official conduct as a director, officer, employee, member or volunteer of the Corporation, except that the mandatory indemnification required by the sentence shall not apply (i) to the breach of a duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or (iii) for a transaction from which such persons derived an improper personal benefit.

ARTICLE XI. INCORPORATOR

The name and address of the Incorporator is **Christopher J. Langpaul, Hubbard Law Firm, P.C., 10605 Justin Dr., Urbandale, Iowa 50322**.

ARTICLE XII. BYLAWS

The initial bylaws of the Corporation shall be adopted by its initial Board of Directors, but the power to thereafter alter, amend or repeal the same or new Bylaws is reserved to Members of the Corporation, subject to restrictions contained in the initial Bylaws, as amended.

ARTICLE XIII. AMENDMENTS

These Articles of Incorporation may be amended at any time and from time to time as provided by the Code of Iowa, but no amendment shall be adopted which deprives the Corporation of tax exempt status under the Internal Revenue Code Of 1986, as amended.

Dated this 3rd day of November, 2015.

Christopher J. Langpaul, Incorporator

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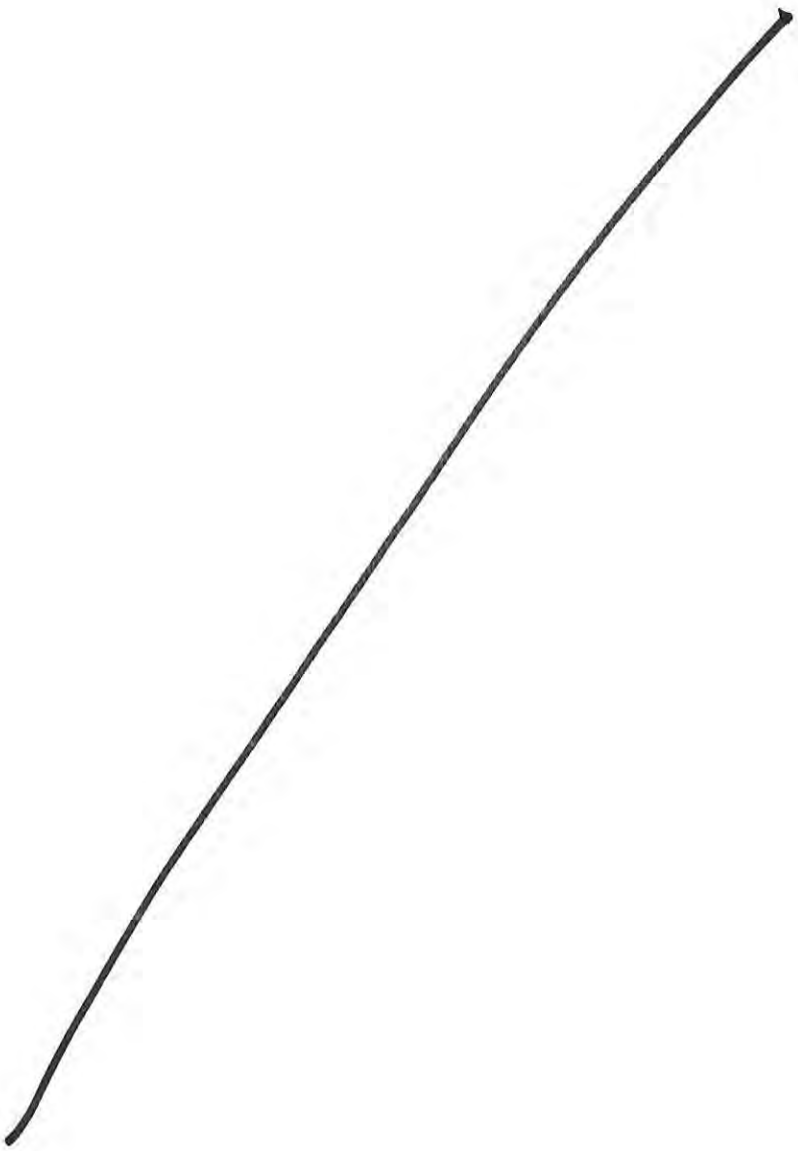
Exhibit "B"

Bylaws
for
Urban Hills Owners Association



BYLAWS

OF

URBAN HILLS OWNERS ASSOCIATION

ARTICLE I. PURPOSES; DEFINITIONS

Section 1.1 Purpose. **Urban Hills Owners Association** (the "Association") will conduct its activities to promote the purposes for which it was organized, as set forth in the Articles of Incorporation. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Bylaws, the Association shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 528 of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue Law).

Section 1.2 Definitions. Unless otherwise defined in these Bylaws, all capitalized terms in these Bylaws have the meaning set forth in the Declaration of Residential Covenants, Conditions and Restrictions for Urban Hills Plat 1, and the same are incorporated by reference into these Bylaws.

ARTICLE II. OFFICES

Section 2.1 Principal Office. The principal office of the Association in the State of Iowa shall be located in the City of Clive, Polk County, Iowa. The Association may have such other offices, either within or without the State of Iowa as the Board of Directors may designate or as the business of the Association may require from time to time.

Section 2.2 Registered Office. The registered office of the Association in the State of Iowa may be, but need not be, identical with the principal office in the State of Iowa, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III. MEMBERSHIP

Section 3.1 Members. Every owner of a Lot in **Urban Hills Plat 1** shall be a Member of the Association. When more than one person holds an interest in any Lot, all such persons shall be Members. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment set forth in the Declaration of Covenants, Conditions and Restrictions. Ownership of a Lot shall be the sole qualification for membership.

Section 3.2 Voting. Subject to the provisions of Section 3.4 of this Article, the owner(s) of a Lot shall be entitled to one vote for each Lot owned. The vote for each Lot shall be exercised as the owners of the Lot, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3.3 Suspension of Voting Rights. The Association shall suspend the voting rights of a

Member for any period during which any assessment against the Member's Lot remains unpaid. The Association may suspend the voting rights of a Member for a period not to exceed sixty (60) days for an infraction of the published rules and regulations of the Association.

Section 3.4 Sole Voting Member. **Urban Hills Development, LLC**, an Iowa limited liability company (the "Developer" and the "Declarant") shall be the only Member of the Association entitled to vote for so long as it holds title to any Lot or any portion of a Lot or until it waives, in writing, its right to be the sole voting member.

Section 3.5 Annual Meeting. The annual meeting of the Members of the Association shall be held at such place and on such date and time as established by the Board of Directors from time to time for the purpose of electing the Board of Directors of the Association and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If a quorum is not present for the election or transaction of business on the day designated herein for the annual meeting of the Members, the Members shall cause the annual meeting to be held at a special meeting of the Members as soon thereafter as it may conveniently be held. Notwithstanding the foregoing, no annual meetings of the Members shall be required for so long as the Developer shall be the only Member of the Association entitled to vote or until it waives, in writing, its right to be the sole voting member.

Section 3.6 Special Meetings. Special meetings of the Members may be called by or at the request of the President or a majority of the Members upon the written demand, signed, dated and delivered to the Secretary. Such written demand shall state the purpose or purposes for which such meeting is to be called. The time, date and place of any special meeting shall be determined by the Board of Directors, or, at its direction, by the President.

Section 3.7 Notice of Meetings. Written notice stating the place, date and time of each annual meeting and special meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than five (5) days and not more than fifty (50) days before the date of the meeting, delivered personally or mailed to each Member at his or her personal or business address. Such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid.

Section 3.8 Quorum. Twenty-five percent (25%) of the number of the Members shall constitute a quorum for the transaction of business at any meeting of the Members, but if less than the required quorum is present at a meeting, a majority of the Members present may adjourn the meeting without further notice. 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 fifty percent (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Subject to Section 3.4 of this Article, if a quorum is present, the affirmative vote of a majority of the number of the Members shall be the act of the Members.

Section 3.9 Presumption of Assent. A Member of the Association who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken unless the Member's dissent shall be entered in the minutes of the meeting or unless the Member has submitted written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a

Member who voted in favor of such action.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.1 General Powers. The business and affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall manage the business and affairs of the Association in such a manner so as to comply with the meaning of the terms and limitations of the Articles of Incorporation, these Bylaws and the Declaration of Covenants, Conditions and Restrictions so that such actions will not jeopardize the federal income tax exemption of this Association pursuant to the provisions of Section 528 of the Internal Revenue Code as now in force or as may be amended.

Section 4.2 Number, Tenure and Qualifications. Subject to Section 4.3 of this Article, the Board of Directors of the Association shall consist of three (3) Directors, which number may be changed from time to time by vote of the Members of the Association. The Directors shall serve for a term of one (1) year commencing with appointment or until a successor shall have been appointed or elected and qualified.

Section 4.3 Appointment of Board of Directors. The Developer shall appoint the Board of Directors of the Association and determine the number of Directors of the Association for so long as it holds title to any Lot or until it waives, in writing, its right to be the sole voting member.

Section 4.4 Annual and Regular Meetings. An annual meeting of the Board of Directors shall be held without notice immediately after, and at the same place as the annual meeting of the Members for the purpose of organization, election of Officers and the transaction of other business. Regular meetings of the Board of Directors may be held at such time and place as the Board of Directors shall by resolution fix and determine from time to time without other notice than such resolution.

Section 4.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Iowa, as the place for holding any special meeting of the Board of Directors called by them.

Section 4.6 Notice. Notice of any special meeting shall be given not less than five (5) days and not more than fifty (50) days before the date on which the meeting is to be held, by written notice delivered personally or mailed to each Director at his/her personal or business address. Such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Except as otherwise provided in these Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.7 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice. At all meetings of Directors, a quorum being present, the act of the majority of the Directors present at the meeting shall be the act of the Board of Directors.

Section 4.8 Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless the dissent shall be entered in the minutes of the meeting or unless the Director submits a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 4.9 Action Without Meeting. Any action required to be taken at a meeting of the Directors, or any other action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. For purposes hereof, facsimile signatures shall be adequate to show consent.

Section 4.10 Resignation and Removal. Any Director may at anytime resign by serving written notice thereof on the remaining Directors. A Director may be subject to removal, with or without cause, at a meeting of the Members called for that purpose in the manner prescribed by law. A Director who misses more than three (3) consecutive board meetings will be subject to removal upon resolution by the Board of Directors.

Section 4.11 Vacancies. Subject to Section 4.3 of this Article, any vacancy occurring in the Board of Directors and, to the extent permitted by law, any directorship to be filled by reason of an increase in the number of Directors, may be filled by election by a majority of the then sitting Directors of the Association. A Director so elected shall serve the unexpired term of his/her predecessor in office or the full term of such new Directorship, as the case may be.

Section 4.12 Compensation. Directors shall serve without compensation, except reasonable expenses may be paid. However, to the extent deemed necessary by the Association, the Association may retain the services of a Director other than in the capacity as a Director and the Director may be compensated for services so rendered as the Board of Directors may from time to time deem appropriate.

ARTICLE V. OFFICERS

Section 5.1 Designation of Officers, Election and Term of Office. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. Any two or more offices may be held by the same person. The Officers shall be elected annually at the annual meeting of the Board of Directors held after the annual meeting of the Members and each Officer shall hold office until a successor shall have been duly elected and qualified or upon death, resignation or removal.

Section 5.2 Management Company. So long as the Developer holds title to any Lot or until it waives, in writing, its right to be the sole voting member, the Board of Directors may, in its discretion, contract with a professional management company to manage the regular business and affairs of the Association and shall have other such powers and duties as the Board of Directors shall specify at the expense of the Association.

Section 5.3 Resignation. Any Officer may at anytime resign by serving written notice thereof on the Board of Directors. Such resignation shall take effect upon receipt thereof or at any later time specified therein; and, unless otherwise specified therein, acceptance thereof shall not be necessary to make it effective.

Section 5.4 Removal. Any Officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any Officer holding the position of President, Vice President, Secretary or Treasurer shall automatically be removed if the individual holding the subject office is no longer a Member.

Section 5.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

Section 5.6 Salaries. The President, Vice President, Secretary and Treasurer shall serve with compensation which shall be fixed from time to time by the Board of Directors. Further, to the extent deemed necessary by the Association, the Association may retain the services of the President, Vice President, Secretary and Treasurer other than in their capacity as such Officers and they may be compensated for services so rendered as the Board of Directors may from time to time deem appropriate.

ARTICLE VI. INDEMNIFICATION

Except for any prohibition against indemnification specifically set forth in these Bylaws or in the Revised Iowa Nonprofit Corporation Act at the time indemnification is sought by any member, director, officer, employee, volunteer or agent of the Association, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that the person is or was a member, director, officer, employee, volunteer or agent of the Association, or is or was serving at the request of the Association as a member, director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise (such serving as a member, director, officer, employee or agent of the Association or at the request of the Association referred to herein as "serving on behalf of or at the Association's request"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding if the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that person's conduct was unlawful.

ARTICLE VII. SEAL

The Association shall have no corporate seal.

ARTICLE VIII. AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority vote of the Directors of the Board of Directors at any regular or special meeting of the Board of Directors provided that a minimum of thirty (30) days notice in writing of the character of the proposed alteration, amendment or repeal is given to all Directors of the Board of Directors. As long as the Developer or Declarant is the sole voting member of the Association, any amendments to these Bylaws may be made by the Developer or Declarant alone and without the consent of any other Director, Lot Owner or any other party.

URBAN HILLS OWNERS ASSOCIATION

By: Terry J. Lutz, Sole Initial Director