

Filed By / Return To: ATS of Story County
 212 SE 16th Street, Ames, IA 50010
 File No. *County*

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Instrument: 2016- 00013028
 Date: Dec 28, 2016 03:44:39P
 Rec Fee: 100.00 E-Com Fee: 1.00
 Aud Fee: 5.00 Trans Tax: .00
 Rec Management Fee: 1.00
 Non-Standard Page Fee: .00
 Filed for record in Story County, Iowa
 Stacie L. Herridse, County Recorder

PREPARED BY AND RETURN TO: EUGENE DREYER BOLTON & MENK, INC. 2730 FORD STREET AMES, IA (515) 233-6100



I hereby certify that this final surveying document was prepared by me and that the required field work was performed by me and that I am a duly Licensed Professional Engineer in the State of Iowa.
 EUGENE R. DREYER
 LICENSE NO. 17355
 DATE: 12/28/16
 MY LICENSE EXPIRES ON: DECEMBER 31, 2018
 PAGES ON SHEETS COVERED BY THIS SEAL:
 SHEETS 1 THRU 2 OF 2



- LEGEND**
- FOUND MONUMENT, 1/2" REBAR WITH YELLOW PLASTIC CAP OR #17355, UNLESS NOTED OTHERWISE
 - ▲ FOUND SECTION CORNER, AS NOTED.
 - SET 1/2" 5/8" REBAR WITH YELLOW PLASTIC CAP #17355
 - P.U.E PUBLIC UTILITY EASEMENT
 - (R) RECORD DIMENSION
 - S.W.F.E. STORM WATER FLOWAGE EASEMENT
 - S.S.E. STORM SEWER EASEMENT
- LEGAL DESCRIPTION**
- A TRACT OF LAND BEING AN OFFICAL REPLAT OF OUTLOT 7 OF CRANE FARM SUBDIVISION, FIRST ADDITION TO THE CITY OF AMES, STORY COUNTY IOWA

- NOTES:**
1. CRANE FARM SUBDIVISION, SECOND ADDITION IS LOCATED IN THE SW 1/4 OF SECTION 7-83-24, WEST OF THE 5TH P.M., STORY COUNTY.
 2. THE EAST LINE OF THE CRANE FARM SUBDIVISION, SECOND ADDITION IS ASSIGNED TO BEAR S02°14'4" W.
 3. TOTAL AREA OF THE ADDITION IS 848,782 SQUARE FEET.
 4. SOLE BROWNS ARE REQUIRED IN AREAS WITHIN THIS PLAT WHICH HAVE BEEN IDENTIFIED BY THE CITY OF AMES AS HAVING SOILS THAT REQUIRE CONSTRUCTION DIFFICULTY.
 5. LOT 'A' CONTAINING 59,286 SQUARE FEET, LOT 'B' CONTAINING 45,826 SQUARE FEET, AND LOT 'C' CONTAINING 5,080 SQUARE FEET ARE TO BE DEPLICATED TO THE CITY OF AMES FOR STREET PURPOSES. (SEE SHEET 2 OF THIS PLAT FOR LOT 'A', 'B', AND 'C').
 6. THE CITY OF AMES IS TO BE RESPONSIBLE FOR THE CONSTRUCTION OF THE STORM WATER FLOWAGE EASEMENT AND STORM WATER CONVEYANCE, TREATMENT, AND DETENTION.

OWNER:
 PINNACLE PROPERTIES AMES LLC
 4114 COCHLAKE PKWY
 AMES, IA 50014

REQUESTED BY:
 PINNACLE PROPERTIES AMES LLC
 4114 COCHLAKE PKWY
 AMES, IA 50014



2730 FORD ST. P.O. BOX 608
 AMES, IOWA 50010
 Phone: (515) 233-6100
 Email: Eugene@boltonmenk.com
 www.boltonmenk.com

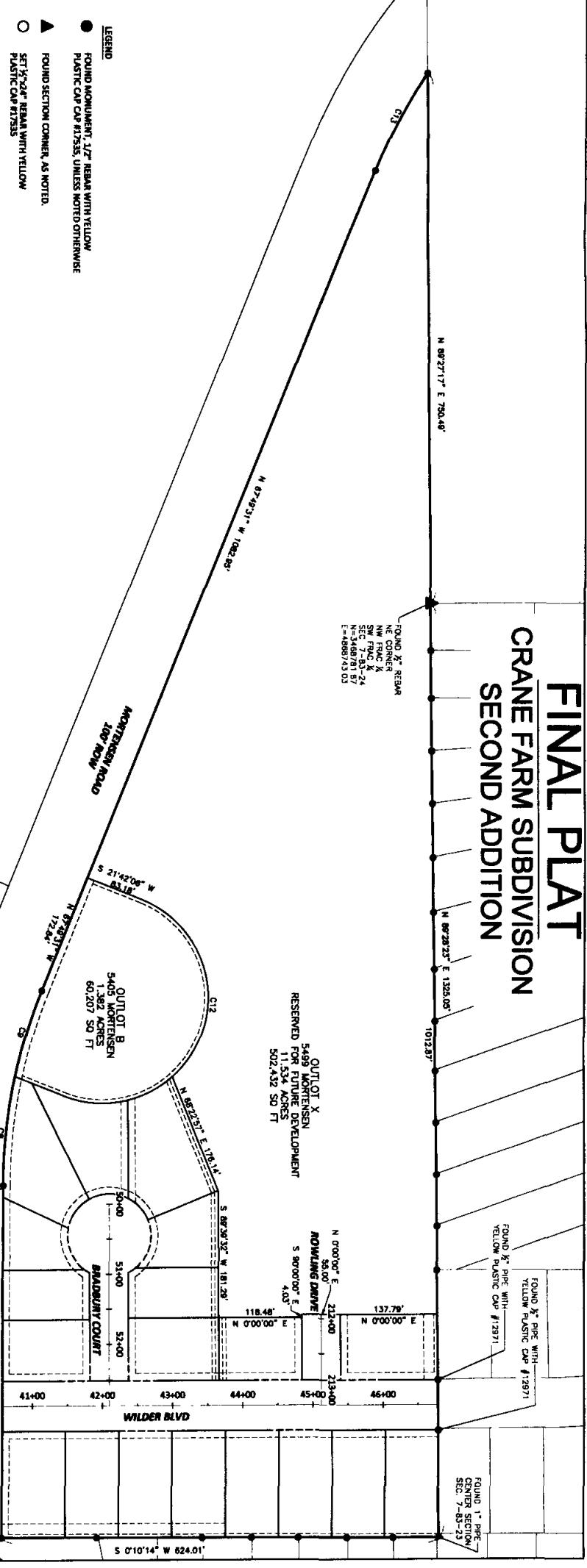
NO.	DATE	REVISION

PINNACLE PROPERTIES AMES LLC
 CRANE FARM SUBDIVISION
 FINAL PLAT - 2ND ADDITION

SHEET 1 OF 2



FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP #17355
 S 0°10'14" W 624.01'



FINAL PLAT
CRANE FARM SUBDIVISION
SECOND ADDITION

FOUND 1/2" REBAR NE CORNER NW FRAC 1/4 SEC. 7-83-24 N-3468/781 87 E-4488/743 03

OUTLOT X
 5499 MORNTENSEN
 11,534 ACRES
 RESERVED FOR FUTURE DEVELOPMENT
 S02.432 SO FT

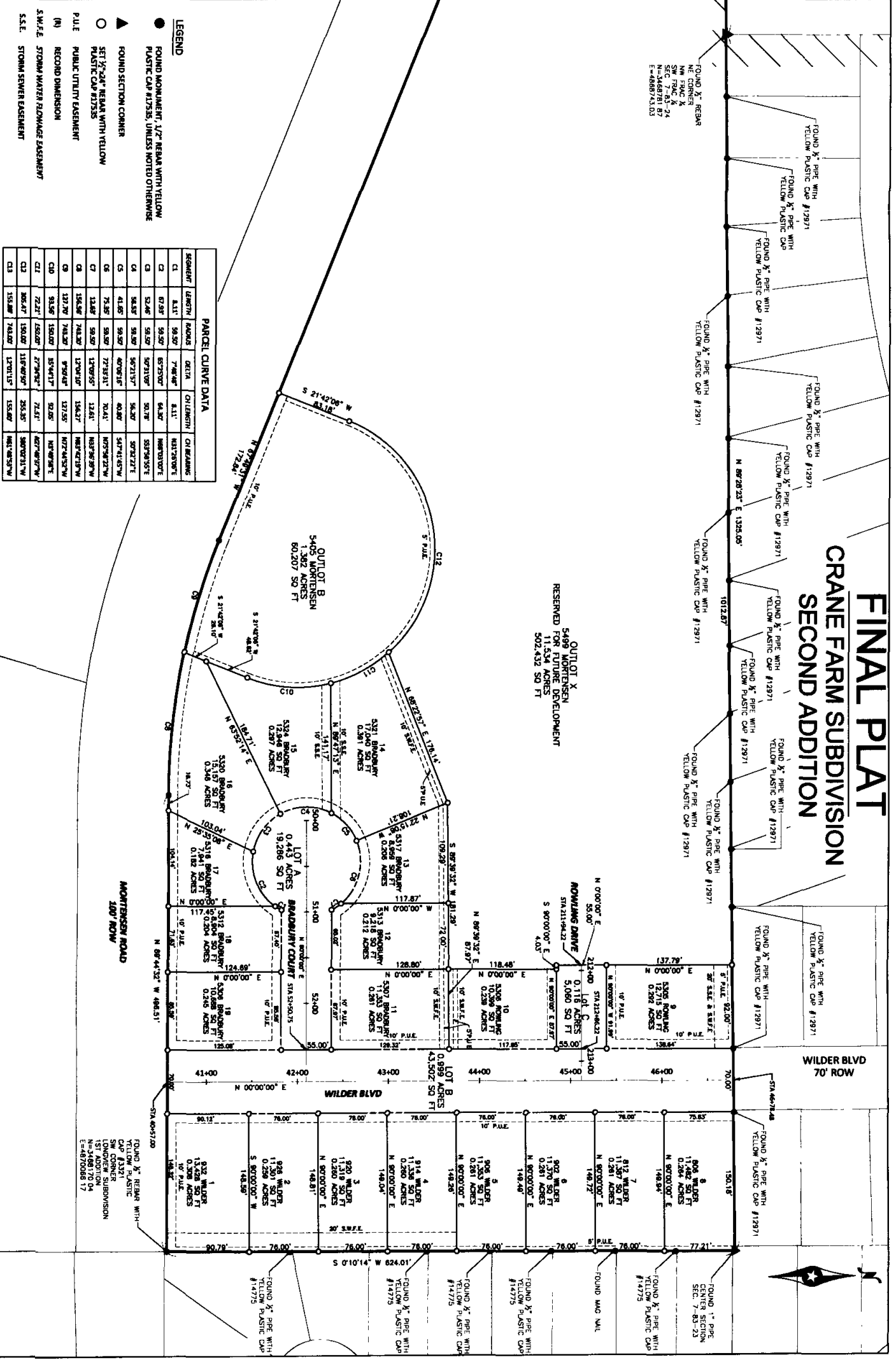
FOUND 1/2" PIPE WITH YELLOW PLASTIC CAP #17371

FOUND 1" PIPE - CENTER SECTION SEC. 7-83-23

FINAL PLAT

CRANE FARM SUBDIVISION

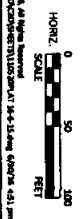
SECOND ADDITION



- LEGEND**
- FOUND MONUMENT, 1/2" REBAR WITH YELLOW PLASTIC CAP #17355, UNLESS NOTED OTHERWISE
 - ▲ FOUND SECTION CORNER
 - SET 1/2" REBAR WITH YELLOW PLASTIC CAP #17355
 - PUBLIC UTILITY EASEMENT
 - (N) RECORD DIMENSION
 - S.W.F.E. STORM WATER FLOWAGE EASEMENT
 - S.S.E. STORM SEWER EASEMENT

PARCEL CURVE DATA

SEGMENT	LENGTH	RADIUS	DELTA	CHILDRICH	CHORDING
C1	8.111	99.500	7.9846°	8.111	481.7870°E
C2	87.297	99.500	85.7500°	64.307	168.7831°E
C3	52.491	99.500	59.7110°	50.178	55.7943°E
C4	96.837	99.500	95.7157°	96.200	97.9227°E
C5	41.857	99.500	40.7816°	40.807	54.7414°W
C6	75.357	99.500	72.1831°	70.411	105.7842°W
C7	134.887	99.500	127.9957°	124.811	163.7963°W
C8	156.540	744.200	12.9410°	156.217	163.7963°W
C9	132.707	744.200	9.9940°	127.557	167.7443°W
C10	83.597	150.000	35.9417°	92.055	167.7443°W
C11	72.211	150.000	27.9984°	72.811	167.7443°W
C12	306.647	150.000	115.4950°	251.537	50.0723°W
C13	155.240	744.200	12.7011°	155.007	164.7483°W



BOLTON & MENK
 2730 FORD ST., P.O. BOX 688
 AMES, IOWA 50010
 Phone: (515) 233-6100
 Email: Ames@bolton-menk.com
 www.bolton-menk.com

PINNACLE PROPERTIES AMES LLC
 CRANE FARM SUBDIVISION
 FINAL PLAT - 2ND ADDITION

SHEET 2 OF 2

Space above for recording data

By & Return To: Seth D. Dodge, Att'y at Law, 409 Duff, Ames, IA 50010 (515)232-2501

CONSENT AND DEDICATION

KNOW ALL PERSONS BY THIS INSTRUMENT:

That PINNACLE PROPERTIES AMES, L.L.C. does hereby covenant that it is the lawful owner of real estate described as follows:

Outlot Z, Crane Farm Subdivision, First Addition,
Ames, Story County, Iowa

It hereby certifies, acknowledges and declares that the platting of this real estate to be known as CRANE FARM SUBDIVISION, SECOND ADDITION, AMES, STORY COUNTY, IOWA, is with its free consent and in accordance with its desire as proprietor. It further dedicates the streets and alleys labeled:

Lot 'A', Public Street, Bradbury Court; AND,

Lot 'B', Public Street, Wilder Blvd; AND,

Lot 'C', Public Street, Rowling Drive;

ALL IN, Crane Farm Subdivision, Second Addition, City of Ames, Story County, Iowa, to be added to its road system.

Pinnacle Properties Ames, L.L.C.

By *[Signature]*
Keith Arneson, Manager

STATE OF IOWA, COUNTY OF STORY)

This instrument was acknowledged before me on 12-2-16, 2016 by KEITH ARNESON as MANAGER of PINNACLE PROPERTIES AMES, L.L.C..

[Signature]

Print name here: Keri K Navratil

Notary Public in and for said State and County



CONSENT TO PLATTING

First National Bank, Ames, Iowa, mortgagee of certain Mortgages executed by PINNACLE PROPERTIES AMES, L.L.C., as mortgagor, said Mortgages being dated and filed in the office of the Recorder of Story County, Iowa, as follows:

<u>Dated</u>	<u>Filed</u>	<u>Instrument No.</u>
7/15/16	7/18/16	16-06706

hereby consents to the platting of the following described real estate located in Story County, Iowa:

Outlot Z, Crane Farm Subdivision, First Addition,
Ames, Story County, Iowa

said real estate to be platted and known as CRANE FARM SUBDIVISION,
SECOND ADDITION, AMES, STORY COUNTY, IOWA.

This consent is executed pursuant to §354.11, Code of Iowa.

Dated this 1 day of December, 2016.


First National Bank, Ames, Iowa

by 

STATE OF IOWA, COUNTY OF STORY)

This instrument was acknowledged before me on December 1st,
2016 by Joel Thilges as Vice President of
First National Bank, Ames, Iowa.

Print name here:


Keri K Navratil
Notary Public in and for said State and County



ATTORNEY'S OPINION

I, Seth D. Dodge, hereby state that I am an Attorney at Law, duly admitted to the practice of law in the State of Iowa, and a member of the firm of Hastings Gartin & Boettger, LLP, with offices at 409 Duff, Ames, Iowa 50010. I further state that I have examined the Abstract of Title to the following described real estate, located in Story County, Iowa:

Outlot Z, Crane Farm Subdivision, First Addition,
Ames, Story County, Iowa

from the date of the root of title thereof, down to and including November 18, 2016 at 8:00 A.M., which abstract was last certified by Abstract & Title Services of Story County. The real estate has been subdivided and is now to be known as:

CRANE FARM SUBDIVISION, SECOND ADDITION, AMES, STORY COUNTY, IOWA.

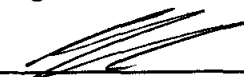
Based upon information within the Abstract of Title, it is my opinion that the fee simple title to said real estate is in Pinnacle Properties Ames, L.L.C., and said real estate is free from all encumbrances excepting, however, the following:

- a. Mortgage to First National Bank, Ames, Iowa, dated July 15, 2016 and recorded on July 18, 2016 as Inst. No. 16-06706 of the records of the Story County Recorder

It is my opinion that the real estate is further subject to easements and restrictions of record and the Zoning and Land Use Ordinances of Ames, Iowa.

Dated this 2 day of December, 2016.

Hastings Gartin & Boettger LLP

by 
Seth D. Dodge
409 Duff
Ames, IA 50010

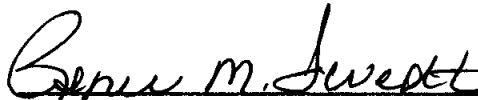
(515) 232-2501

**CERTIFICATE OF THE TREASURER OF
STORY COUNTY, IOWA**

I, Renee M. Twedt, Treasurer of Story County, Iowa, hereby certify that the records in this office now show that the real estate described in the attached plat and known as OUTLOT Z, CRANE FARM SUBDIVISION, FIRST ADDITION, AMES, STORY COUNTY, IOWA, is free from taxes and special assessments as of this date.

Parcel ID: 09-07-300-120

Dated this 8 day of December, 2016



Renee M. Twedt
Treasurer, Story County, Iowa

By _____





LUCY MARTIN
Story County Auditor
and
Commissioner of Elections

Approval of Subdivision Plat Name by Story County Auditor

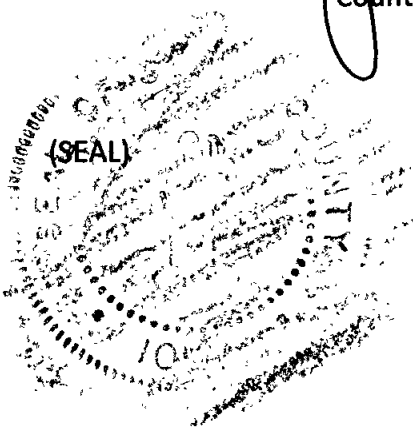
Date 12-28-16

The Story County Auditor's Office has reviewed the final plat of:

Crane Farm Subdivision, Second Addition

Pursuant to Iowa Code §354.6(2) and §354.11(5), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed 
County Auditor of Story County, Iowa



Space above for recording data

By & Return To: Seth D. Dodge, Att'y at Law, 409 Duff, Ames, IA 50010 (515)232-2501

CITY OF AMES, IOWA

RESOLUTION NUMBER 16-733

BEING A RESOLUTION ACCEPTING AND APPROVING THE PLAT OF CRANE FARM SUBDIVISION, SECOND ADDITION, STORY COUNTY, AMES, IOWA

WHEREAS, there has been submitted to the City Council of the City of Ames, Iowa, a plat of real estate described as follows:

Outlot Z, Crane Farm Subdivision, First Addition,
Ames, Story County, Iowa

to be known as **CRANE FARM SUBDIVISION, SECOND ADDITION, AMES, STORY COUNTY, IOWA**, said real estate being situated within the corporate limits of the City of Ames, Iowa, and

WHEREAS, the City Planning Commission of the City of Ames, Iowa, has acted on said plat as provided by law and has recommended that said plat be approved, and

WHEREAS, PINNACLE PROPERTIES AMES, L.L.C. is the proprietor of said real estate and has executed a written consent and dedication to the City of Ames, Iowa, and

WHEREAS, it appears that the conditions and requirements of the relevant Sections of the Code of Iowa, and the ordinances of the City of Ames, Iowa, have been met to the extent the City Council deems appropriate, and

WHEREAS, it is the opinion of the City Council of the City of Ames, Iowa, that the plat of **CRANE FARM SUBDIVISION, SECOND ADDITION, AMES, IOWA**, Ames, Iowa, should be accepted and approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ames, Iowa, that the plat of **CRANE FARM SUBDIVISION, SECOND ADDITION,**

AMES, STORY COUNTY, IOWA, Ames, Iowa,, be and it is hereby accepted and approved.

BE IT FURTHER RESOLVED that the easements dedicated to the City of Ames in the Easement Grant of the proprietor are hereby accepted by the City of Ames.

BE IT FURTHER RESOLVED that the streets dedicated to the City of Ames in the written consent and dedication of the proprietor are hereby accepted into the street system of the City of Ames.

BE IT FURTHER RESOLVED that all acts of the owners and proprietors of said real estate be and they are hereby confirmed and approved by the City Council of the City of Ames, Iowa, and the Mayor and City Clerk of the City of Ames, Iowa, be and they are hereby directed to certify the Resolution affixed to said Plat.

Dated this 20th day of December, 2016.

City of Ames, Iowa

by Ann Campbell
Ann Campbell, Mayor

by Diane Voss
Diane Voss, City Clerk

Moved by: Gartin

Seconded by: Corrieri

Voting Aye: Beatty-Hansen, Betcher, Corrieri, Gartin, Nelson, Orazem

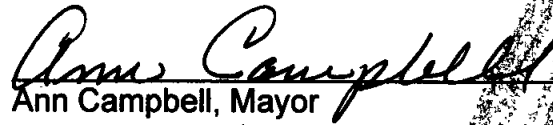
Voting Nay: None


Absent: None

Abstaining: None

Mayor Ann Campbell declared Resolution No. 16-733
adopted.

We, Ann Campbell and Diane Voss, being the duly elected and appointed Mayor and City Clerk, respectively, of the City of Ames, Iowa, do hereby certify that the above Resolution is a true and accurate copy of said Resolution; that said Resolution was duly passed and adopted by the City Council of the City of Ames, Iowa, at a duly called meeting thereof on December 20, 2016.


Ann Campbell, Mayor


Diane Voss, City Clerk

Space above for recording data

By: Seth D. Dodge, Att'y at Law, 409 Duff, Ames, IA 50010 (515)232-2501

**DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS
OF
CRANE FARM SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.**

RECITALS:

1. The Owner, Pinnacle Properties, ^{Ames,} LLC, an Iowa Limited Liability Company, is the owner in fee simple of all of the Lots in Crane Farm Subdivision, Second Addition to Ames, Iowa, which Lots are affected by this declaration and agreement;
2. All of the Lots will be developed as Single Family Homes and governed by these restrictive covenants and regulations, and;
3. It is necessary and desirable to enter into an agreement which will provide for (a) the formation and incorporation of a homeowners association (b) the surfacing and maintenance of roads (c) the construction, maintenance and operation of detention ponds (e) to provide for the common good of the affected property owners;
4. The Owners desire to form and incorporate an association to be known as Crane Farm Subdivision Homeowners Association, Inc., to accomplish and enforce common goals.

In consideration of the premises, the Association and the Owners subject all of the Lots to the following covenants, charges, assessments, conditions and restrictions subject to the limitations contained in this declaration.

ARTICLE I. DEFINITIONS.

- A. "Association" shall mean and refer to the Crane Farm Subdivision Homeowners Association, Inc., its successors and assigns.
- B. "Owner" shall mean and refer to the record title holder, whether one or more persons or entities and whether equitable title holder or a fee simple title holder, of any Lot which is a part of the Properties. The term "Owner" shall not include contract sellers or those having an interest in a Lot which is merely as security for

the performance of an obligation. As the context requires, the term shall also refer to the members of the Owner's household residing on the Lot.

- C. "Properties" shall mean and refer to that certain real estate property described in Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- D. "Lot" shall mean and refer to any plot of land shown upon any recorded Plat of Survey of the Properties.
- E. "Declarant" shall mean and refer to Crane Farm Subdivision Homeowners Association, Inc., its successors and assigns, and the Owners executing this Declaration.
- F. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions.
- G. "Member" or "Lot Owner" shall mean and refer to those owners of a Lot which is subject to assessment.

ARTICLE II. USE OF LOTS.

- A. **RESIDENTIAL USE.** All Lots in the Properties shall be known, described and used solely as single-family residential lots. No more than one single-family dwelling shall be constructed on any one Lot. No other building shall be erected on a Lot except for a residence garage and such other outbuildings as are incidental to the residential use of the property.
 - 1. No Lot shall be subdivided except to enlarge adjacent lots. For the purposes of these covenants a "single family dwelling" shall be defined as: a building designed for or occupied exclusively by one family.
 - 2. No building, fence, wall or other structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition, change, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing by the managers, members or officers as the case may be, of the Developer, or by an Architectural Committee appointed by the Developer. The primary guidelines for approval are that the plans and specifications reflect harmony of external design and location in relation to surrounding structures and drainage patterns in accordance with the storm water management plan. When dwellings have been constructed on all Lots within the Subdivision, the requirements imposed by this paragraph shall terminate.
- B. **DWELLING SPECIFICATIONS.** All residences shall be of new construction only. No residence of any kind shall be constructed of boxed or sheet metal

construction unless the same is covered upon all its outside walls with stucco, weatherboard, brick, stone or other veneer material. The residences to be constructed or to be permitted to remain on the Lots shall meet the following requirements, all exclusive of attached porches, breezeways, patios, courts, and garages:

1. A single-story residence shall cover a ground floor living area of at least 1,400 square feet.
2. A one and one-half (1 1/2) story residence shall contain a total floor square foot living area of at least 1,700 square feet.
3. A two story residence shall contain a total floor square foot living area of at least 1,700 square feet.

C. **COMPLETION TIME LIMIT.** All building structures or improvements of any kind must be completed within twenty-four (24) months of the commencement date of the construction and construction must begin within twenty-four (24) months of the date on the deed from the Developer. All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete, or other debris may not be placed on other land within the Subdivision.

D. **ADDITIONAL BUILDING RESTRICTIONS.** The following restrictions pertain to preliminary construction, and shall continue in effect after completion of construction.

1. All residences shall have, at minimum, a two stall attached garage.
2. All homes must be built by a recognized homebuilder, defined as a homebuilder who completes at least three (3) new homes per year.
3. No more than twelve (12) inches of concrete block, poured concrete, or wood foundation shall be exposed on any building unless the exposed material is covered with brick, stone veneer, or siding. Exposed foundations must be painted to blend with exterior finishes.
4. Lots that border the pond may not have fences. All other Lots may have fences. For fences not bordering the pond, the style of fence shall be selected from the attached Exhibit "A". In no event shall any chain link fence be placed on any Lot.
5. All mailboxes shall be placed in accordance with United States Postal Service regulations. Individual mailboxes will not be permitted. Cluster mailboxes will be provided by the United States Postal Service.
6. Following construction of the residential dwelling on any Lot, the front yard and side yards shall be sodded. In addition to sodding, the builder or Lot

owner shall install a minimum of ten (10): 3-gallon shrubs and 1-gallon perennials, with either mulch or rock ground cover. The shrubs and/or perennials shall be located in the front of a Lot. The Developer shall plant the necessary trees to comply with the city of Ames, Iowa, streetscape plan and the builder or Lot owner shall pay the costs therefore. All street trees shall be planted within twelve (12) months of the issuance of a certificate of occupancy by the City of Ames, Iowa.

7. Where the City of Ames, Iowa, requires the construction of public sidewalks, the sidewalks shall be constructed within twenty-four (24) months following the sale of any Lot from the Developer or at the time of occupancy of any dwelling on a Lot, whichever occurs first.
8. All retaining walls shall be constructed of stone or masonry product. No wood landscaping timbers / be used to construct retaining walls, or window well retaining walls. **shall**
9. Roof materials should be slate, tile, cedar shakes, or composite shingles. Composite shingles shall be architectural grade, minimum thirty (30) year warranty. Shingle colors shall be compatible with and complimentary to the exterior materials and colors. White or white blend roof materials are not acceptable.
10. All outdoor light fixtures shall be designed, installed, and maintained to prevent light trespass beyond the boundaries of the Lot. "Full cutoff" outdoor light fixtures which emit no light at or above the horizontal plane of the fixture shall be utilized for all dusk to dawn light fixtures exceeding three hundred (300) lumens and for all manually switched or occupancy sensor switched fixtures exceeding one thousand (1,000) lumens. Christmas lighting or other temporary outdoor lighting shall be exempt ~~from~~ ^{*} this provision, but shall remain in place no longer than six (6) weeks annually. ***from**
11. Each Lot owner shall keep the Lot free of weeds and debris and shall take all necessary steps to control erosion ~~from~~ the Lot. All Lot owners shall implement appropriate erosion control measures before, during, and after construction. These measures may include silt fences, ground cover, and seeding over exposed areas. If , in the opinion of the Developer, erosion is not properly controlled, corrective action may be taken and the costs assessed against the Lot owner.
12. Any construction or earth moving on any Lot shall be in compliance with laws relating to storm water discharge permitting. The owner of any Lot shall be the solely responsible permittee for the Lot with respect to compliance with all terms, provisions, and requirements of an NPDES storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot. During the ownership of the Lot, the Lot owner shall protect, defend, indemnify, and hold the Developer and the other owners of the Lots 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: (1) any discharges or soil, silt, sediment, petroleum product, hazardous substances, or solid waste from the Lot; and/or (2) any allegation violation of any NPDES or storm water discharger rule or regulation.

13. All electrical and telephone utility service lines in the Properties shall be constructed underground.

E. ADDITIONAL LOT RESTRICTIONS.

1. There shall be no mobile homes placed or erected on any lot.
2. No pre-erected dwelling shall be moved to any lot.
3. All finished Lots and house grades shall conform to the Developer's grading plan which may be obtained from the Developer during construction.
4. No above ground or non-permanent swimming pool shall be permitted on any Lot.
5. No building or structure of a temporary character and no trailer, basement, tent, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently. No tool sheds, utility buildings, or playhouses shall be placed on any Lot.
6. No tent, trailer, recreational vehicle, camper, boat, truck rated larger than three quarters (3/4) of a ton, or other movable or temporary structure, shall be maintained or parked on a Lot or street within public view for a period of time exceeding forty-eight (48) consecutive hours or for more than thirty (30) total days in any calendar year.
7. No rubbish containers shall be visible from the street except on pickup day and one (1) day before and one (1) day after pickup day. Construction waste containers shall be exempt from this provision; however, the builder or Lot owner shall be responsible for keeping the construction debris contained on the Lot and in construction waste containers.
8. No extension towers or antennas of any kind shall be constructed, modified, or permitted on any Lot. Satellite dishes or parabolic devices in excess of thirty-six (36) inches in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event shall satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.
9. No noxious or offensive activates or odors shall be permitted on or to escape from any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance, either temporarily or permanently.

10. 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. Dogs must be tied, fenced, or kept in a dog run or on a leash at all times.
11. Once a dwelling is sold and occupied, signage shall be limited to (i) address signage, (ii) owner identification signs, (iii) "For Sale" signs, (iv) "Garage Sale" signs, (v) special event signs (such as birthdays, graduations, or anniversaries, hereafter "Event Signs") (vi) political signs, and (vii) other signs approved in writing by the Developer. "For Sale" signs shall only be displayed while a dwelling is for sale and must be removed the day following the closing of the sale. "Garage Sale" and Event Signs shall only be displayed one (1) day before the sale or event and during the sale or event and must be removed by the day following the sale or event. Political signs shall only be displayed up to two (2) weeks prior to an election, the day of the election, and must be removed by the day following the election. Political signs not related to an election shall be displayed for a maximum of two (2) weeks. Other signs permitted by the Developer shall be displayed for such times as authorized by the Developer. All signs shall be limited to no more than thirty-nine (39) inches in width by twenty-four (24) inches in height and shall be professionally constructed. No hand painted signs will be allowed. Except for address and owner identification signs, no signs shall be erected on any building elevation, erected so that is visible through window signage on the vehicles, attached to vehicles parked within the neighborhood.
12. No firearms of any kind shall be discharged in the Properties.
13. **RENTAL RESTRICTION.** No Lot or residence on any Lot shall be rented for a term greater than one year to any non-Owner without the written consent of the Association. The phrase "term greater than one year" shall also include consecutive one year terms. The purpose of this prohibition is to preserve owner occupancy of all Lots, and it shall be construed in that light.

ARTICLE III. CRANE FARM SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

- A. **MEMBERSHIP.** Each Owner shall be a Member of the Crane Farm Subdivision Homeowners Association, Inc. (the Association), a non-profit corporation to be formed concurrently with the execution of this Declaration.
- B. **VOTING.** Unless otherwise provided in this Declaration, each Lot shall be entitled to one vote, subject to such conditions as this Declaration, the Articles of Incorporation and By-Laws of the Association may, from time to time, impose. The vote shall be cast by one Member, as provided below.
- C. **AUTHORITY OF ASSOCIATION.** The Association shall have such authority as is granted it by this Declaration, its Articles of Incorporation, its By-Laws and the

~~p 6~~

P. 16

laws of the State of Iowa. In furtherance, but not in limitation, of this grant of authority, the Association shall have jurisdiction over the Road System, Pond, if constructed, and Well and Water System, if constructed, of the Properties, as provided in this Declaration, the Articles of Incorporation and By-Laws.

ARTICLE IV. ADMINISTRATION OF RESTRICTIVE COVENANTS.

- A. **VIOLATIONS.** If any of the Owners, their heirs, successors or assigns shall violate or attempt to violate any of the covenants, conditions or restrictions herein, it shall be lawful for the Association, or any other Owner to prosecute any proceedings at law or inequity against the violator(s) to enjoin or prevent the violator from so doing, to recover damages or assessments, or for specific performance in complying with said covenants, conditions or restrictions.
- B. **INVALIDATION.** The invalidation of one or more of these covenants, conditions and restrictions by judgment or Order of Court shall not affect the other provisions, which shall remain in full force and effect.
- C. **DURATION AND AMENDMENTS.** The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this document is recorded. The covenants, conditions and restrictions may be extended for additional terms of twenty (20) years any time during the current twenty (20) year term by following the procedure set forth below. This Declaration may be amended at any time by the vote of two thirds (2/3) of the Lot owners. Any amendment must be recorded.
- D. **VOTING PERCENTAGES.** Whenever in this Declaration the term Owner is used it shall be assumed that each Lot has only one Owner even though title may be held in more than one name. Each Owner shall be entitled to one vote for each Lot owned. Those lots which have been divided to enlarge adjoining lots shall have one vote, the Owners of the adjoining lots deciding among themselves how their one vote shall be cast. The percentages required in this Declaration shall be based upon the percentage which the Lots voting, by their Owner, bears to the total number of Lots in the Properties.
- E. **RENEWAL.** Any Owner is empowered and authorized to file a Verified Claim with the County Recorder, at any time prior to the expiration of the current twenty (20) year term, in accordance with the requirements of Section 614.24, Code of Iowa, or its successor. The filing of such Verified Claim shall cause these Restrictive Covenants to be extended for an additional twenty (20) year term from the date of such filing, for all Lots. Additional Verified Claims, each extending these Restrictive Covenants for an additional twenty (20) year term may be filed in the same manner.
- F. **LIEN FOR ASSESSMENTS.** Assessments, as provided in this Declaration, shall be paid within the time period established by the Association. Any unpaid assessments shall draw interest at a rate set by the Association, not to exceed the

maximum rate allowed by law, if not paid within the time period. In the event the Association retains legal counsel to collect any delinquent assessment, the Owner shall be liable for reasonable attorney's fees and costs incurred by the Association for collection, which reasonable attorney's fees and costs may be added to the lien provided below.

Any delinquent assessment shall be a lien against the Lot for which the assessment is owed, in addition to being a personal obligation of the Owner of the Lot at the time the assessment becomes delinquent. The Association may file a Notice of Lien on said Lot in the County Recorder's Office at any time an assessment becomes delinquent, and such Notice shall constitute a valid lien against the Lot. The lien may be enforced as a mechanics lien or suit may be brought against the Owner personally obligated to pay the assessment.

- G. ADDITION OF LOTS. Additional lots may be subjected to this Declaration upon the consent of the additional lot owner and the vote of two thirds (2/3) of the Owners. Any such addition shall be referred to in a written instrument which shall be recorded in the County Recorder's Office.
- H. APPROVAL OF DECLARATION. Attached hereto are the notarized signatures of all the Owners.

Declarant, Owner

^{Arnes,}
Pinnacle Properties, LLC

By *Keith Arneson*
Keith Arneson, Manager

Date: 11-17-16

STATE OF IOWA, Story COUNTY, SS:

This record was acknowledged before me on this 17 day of
November 2016, by Keith Arneson as
Manager of Pinnacle Properties.



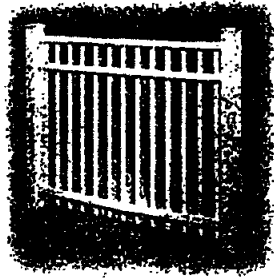
Keri K Navratil
Notary Public in and for the State of Iowa
My Commission expires 9-29-19

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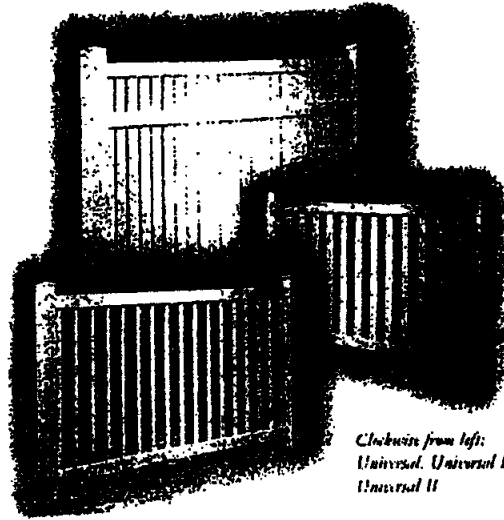
Exhibit "A"

1.



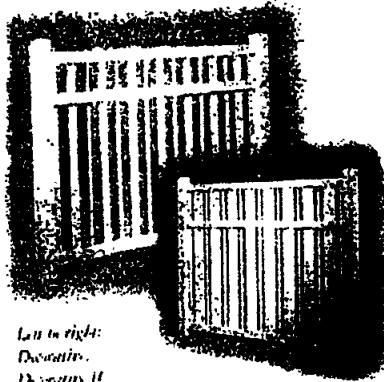
Traditional

2.



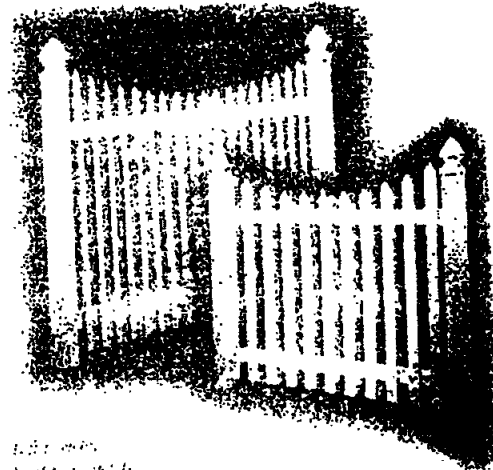
*Chickens from left:
Universal, Universal III,
Universal II*

3.



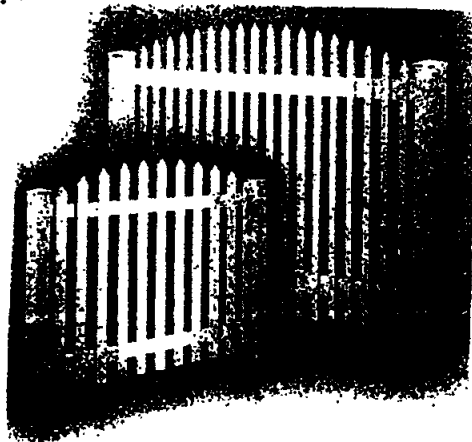
*Left to right:
Desserts,
Desserts II*

4.



*Left to right:
A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z*

5.



*Left to right:
A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z*

