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Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2011-00014323

BK 13555 PG 791-821

Prepared by, and when recorded, return to: Jennifer L. Drake, 6900 Westown Parkway, West Des Moines, Iowa 50266 (515) 280-2057

*SPACE ABOVE THIS LINE FOR RECORDER*

**DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
APPLICABLE TO  
TUSCANY VILLAS**

**THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS APPLICABLE TO TUSCANY VILLAS** is made this 29<sup>th</sup> day of July, 2010, by **TUSCANY RESERVE, LLC**, an Iowa limited liability company, **TUSCANY VILLAS, LLC**, an Iowa limited liability company, and **TUSCANY OWNERS ASSOCIATION**, an Iowa non-profit corporation.

**WHEREAS**, Tuscany Reserve, LLC owns the real property that is currently legally described as follows:

Lots 5 through 19, Lots 100 through 105, Lot 112, Lot 113, Lot 122, Lot and 123 of Tuscany Plat 1, as recorded in Book 12850 Page 126 of the Polk County Records, an Official Plat, now included in and forming a part of the City of Altoona, Polk County, Iowa, together with all easements and servient estates appurtenant thereto, and subject to (a) all easements, covenants and restrictions of record, and (b) zoning and other applicable building laws, ordinances, rules and regulations;

**WHEREAS**, Tuscany Owners Association owns the real property that is currently legally described as follows:

Outlot V of Tuscany Plat 1, as recorded in Book 12850 Page 126 of the Polk County Records, an Official Plat, now included in and forming a part of the City of Altoona, Polk County, Iowa, together with all easements and servient estates appurtenant thereto, and subject to (a) all easements, covenants and restrictions of

record, and (b) zoning and other applicable building laws, ordinances, rules and regulations,

that they intend to plat into Tuscanly Plat 2, an Official Plat, now included in and forming a part of the City of Altoona, Polk County, Iowa, substantially in accordance with the Final Plat of Tuscanly Plat 2, attached to this Declaration as Exhibit A;

**WHEREAS**, Tuscanly Reserve, LLC and Tuscanly Villas, LLC desire to develop a townhome development of villas, or single family detached dwelling units, to be known as Tuscanly Villas upon the following described portion of Tuscanly Plat 2:

Lots 4 through 34 of Tuscanly Plat 2, an Official Plat, now included in and forming a part of the City of Altoona, Polk County, Iowa, together withal easements and servient estates appurtenant thereto, and subject to (a) all easements, covenants and restrictions of record, and (b) zoning and other applicable building laws, ordinances, rules and regulations (the "Properties").

**NOW, THEREFORE**, Declarant hereby declares that the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.** "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Tuscanly Villas Owners Association that are on file with the Secretary of State of the State of Iowa, as the same may be amended from time to time.

**Section 2.** "Association" shall mean and refer to Tuscanly Villas Owners Association, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa, and its successors and assigns.

**Section 3.** "Association Responsibility Elements" shall mean the following:

- (a) The yard surrounding the residential structure upon a Lot, excluding any gardens, plants or flowers installed by any Owner.
- (b) Driveways and sidewalks.
- (c) Irrigation system.
- (d) Fences and Piers.

- (e) Street Trees.
- (f) The Common Elements, including, but not limited to, the identification signs, entrance monuments and landscaping, except for any gardens, plants or flowers installed by any Lot Owner.

**Section 4.** "Board of Directors" shall mean and refer to the Board of Directors of Association.

**Section 5.** "Building" shall mean and refer to any structure containing a single-family detached dwelling units that may be constructed on a Lot or on several Lots and shall include any attached or detached garage building conveyed with the Lot.

**Section 6.** "Bylaws" shall mean and refer to the Bylaws of Tuscan Villas Owners Association, as adopted by the Board of Directors, as the same may be amended from time to time.

**Section 7.** "Common Area" shall include the private sidewalks, portions of driveways, the signage, entrance feature and landscaping easements described in Section 7 of Article VIII of this Declaration and any other common area so designated by Declarant.

**Section 8.** "Common Elements" shall mean all common water lines, sanitary and storm sewers, gas lines, electric lines and other utility service facilities located within the Properties that serve more than one Living Unit from the connection between the public utility service and the meter or other point of separation to serve only a specific Living Unit, as well as any development identification signs, entrance monuments and landscaping, Street Trees, benches, fences, piers, the lawn irrigation system, the common mailboxes, the private sidewalks abutting the Properties, portions of driveways, the area of each lot outside of each Living Unit, the signage, any entrance features, abutting street right-of-way landscaping, any park lights, benches, fences and piers, or mail boxes so designated by Declarant.

**Section 9.** "Declarant" shall mean and refer to Tuscan Reserve, LLC and Tuscan Villas, LLC, their successors and assigns.

**Section 10.** "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions to which the Properties are subject, as the same may be amended from time to time.

**Section 11.** "Federal Mortgage Agencies" shall mean and refer to those federal agencies who have or may come to have an interest in the Properties, or any portion thereof, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests.

**Section 12.** "Living Unit" shall mean and refer to any portion of a building situated upon a Lot and designed and intended for use and occupancy as a residence by a single family.

**Section 13.** "Lot" shall mean and refer to Lots 4 through 34 of Tuscany Plat 2, City of Altoona, Polk County, Iowa, as shown on the Official Plat thereof and any Lots created by any subdivision of any such Lots.

**Section 14.** "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association.

**Section 15.** "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot that is a part of the Properties, including contract sellers and vendees (deemed Co-owners), but excluding those having such interest merely as security for the performance of an obligation and excluding those having a lien upon the property by provision or operation of law.

**Section 16.** "Properties" shall have the meaning set forth on Page 1 thereof.

## ARTICLE II

### **PROPERTY RIGHTS IN ASSOCIATION**

**Section 1. Obligations of the Association.** The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners, of the Common Elements, and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management.

No person other than the Owner of a Lot and/or the Owner's invitees shall have the right to enter upon, use or affect an Association Responsibility Element located within a Lot, except that the Association and its designates may enter upon and within a Lot and the Building located thereon at reasonable times for the following purposes:

- (a) Installation, maintenance, repair, removal, replacement or inspection of an Association Responsibility Element or Common Element.
- (b) Enforcement of any provisions of this Declaration or the Articles of Incorporation or the Bylaws or the Association.
- (c) Mowing and maintenance of grass and landscaped areas.
- (d) Removal of snow.
- (e) In the event of an emergency, access within a Living Unit to the extent necessary (a) to determine whether the emergency involves an Association Responsibility Element or Common Element that is the responsibility of the Association, (b) to protect and preserve the Living Unit in the absence or inability of the Owner of

such Living Unit to protect his or her own Living Unit, or (c) to protect and preserve adjacent Living Units or Association Responsibility Elements or Common Elements; provided that the Association shall take reasonable steps to protect and preserve the Living Unit and its contents after such access.

- (f) To own real and personal property and pay any property taxes and operating, maintenance, repair and replacement expenses associated therewith.
- (g) To secure and maintain insurance.

In the event that the need for maintenance or repair of any portion of any Association Responsibility Elements or Common Elements is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of an Owner, the cost of such maintenance or repair, shall be added to and become part of the assessment to which the Owner is subject, shall be a lien upon the Lot and living unit of such Owner, and shall become due and payable upon demand.

### ARTICLE III

#### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 1. Membership and Voting.** 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. Subject to provisions of Section 2 of this Article, 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.

**Section 2. Declarant as Sole Voting Member.** Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member of the Association for so long as it holds title to any Lot, or until Declarant waives, in writing, its right to be the sole voting Member. As such sole voting Member, Declarant shall have the right to elect all Directors of the Association 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.

**Section 3. Board of Directors.** The voting Members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

**Section 4. Suspension of Voting Rights.** The Association shall suspend the voting rights of a Member for any period during which any assessment hereunder against the Member's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

**Section 5. Notice of Member's Meetings.** Unless the Articles of Incorporation or the By-Laws otherwise provide, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than five (5) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the president or secretary, or the officer or persons calling the meetings, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at the Member's address as it appears on the records of the Association, with postage thereon prepaid. So long as Declarant is the sole voting member of the Association, no regular or special membership meeting of the Association need be held.

**Section 6. Duration.** No dissolution of the Association shall occur unless another association or equivalent entity has been created to succeed to the duties and responsibilities of the Association under this Declaration. In addition, in accordance with Section 3.92(E)(6)(f) of the City of Altoona Zoning Ordinance, no dissolution of the Association shall occur without written approval by the City of Altoona, to the extent the City legally can require that its consent must be given.

#### ARTICLE IV

#### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly or annual assessments or charges, (2) special assessments for capital improvements and operating deficits, and (3) special assessments as provided in this Article IV, Article VI and Article VII; such assessments to be established and collected as hereinafter provided. The monthly or annual and special assessments, together with interest, late charges, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment fell due. Each Owner shall be responsible for a portion of such expenses equal to one over the number of Units completed for occupancy.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement, maintenance, repair, replacement, removal and demolition of Association Responsibility Elements, the Common Elements and the Living Units situated on the Properties, for payment of any state, county, or local property tax or special assessment levied on the common areas, and for other purposes specifically provided herein.

**Section 3. Maximum Monthly Assessments.** Until December 31, 2011, the maximum monthly assessment for each Unit Owner shall be One Hundred Fifty Dollars (\$150.00) per Lot, plus a pro rata portion of the amount of any real estate taxes and special assessments payable by the Association for all Unit Owners. Thereafter, the maximum monthly assessment may be increased effective January 1<sup>st</sup> of each year, beginning January 1, 2012, but such increase shall not be more than twenty-five percent (25%) greater than the maximum assessment for the previous year for the aggregate of all items included in the monthly assessment without a vote of a majority of Members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors shall fix the monthly assessment at an amount not in excess of the maximum.

A portion of such monthly assessments may be set aside or otherwise allocated in a separate reserve fund for the purpose of providing repair, replacement, removal and demolition of the Common Elements, the Association Responsibility Elements, or any capital improvement that the Association is required to maintain. The Directors of the Association shall be responsible for establishing the funding levels required.

Once the Declarant or Association, as applicable, has given the Owners written notice of any change in the monthly assessment or any special assessment, the Declarant and Association shall not be required to submit monthly statements for assessments to any Owner. All monthly payments (and any special assessments that can be paid on a monthly basis) shall be made on the first of each month. Any special assessments that cannot be paid on a monthly basis shall be due and paid as stated in the notice of such special assessment, which due date can be no sooner than thirty (30) days after such notice is mailed to the Owners.

**Section 4. Special Assessments for Capital Improvements and Operating Deficits; Fines.** In addition to the monthly 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 or replacement 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 votes of all classes of Members who are voting in person or by proxy at a meeting duly called for this purpose, with regard to class designation. If the Board of Directors adopts any schedule of fines as a remedy for violation of the rules and regulations of the Association or this Declaration, then the imposition of any such fine after notice and a hearing before the Board of Directors shall be a special assessment against the Owner found to be in violation and the Lot owned by such Owner.

**Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than five (5) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast twenty-five (25%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the

subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both monthly and special assessments (except for fines) must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Date of Commencement of Monthly Assessments: Due Dates.** The monthly assessments provided for herein shall commence as to each respective Lot on the date of conveyance to an Owner of a Lot with completed Living Unit constructed thereon and for which a certificate of occupancy has been issued (with a pro rata portion of the monthly assessment being due from the Owner if the closing date is after the first of the month), and on the first of each month thereafter. **LOTS OWNED BY THE DECLARANT THAT DO NOT HAVE COMPLETED LIVING UNITS CONSTRUCTED THEREON AND COMPLETED UNITS THAT ARE NOT SOLD, LEASED OR OCCUPIED SHALL BE EXEMPT FROM THE ASSESSMENTS DESCRIBED IN THIS ARTICLE IV AND THE ASSESSMENTS DESCRIBED IN ARTICLE VII.** The maintenance responsibilities of the Association as to each Lot shall commence concurrently with the commencement of monthly assessments. The insurance assessment provided for in Article VII shall commence as to each Lot on the date of conveyance of said Lot to an Owner (with a pro rata portion of portion thereof for the first month if the closing date is after the first of the month). The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. 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.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any monthly assessment not paid by the fifteenth of the month and any special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12% per annum or at the highest rate allowed by Iowa law, whichever is lower. In addition, any such assessment not paid within said time periods shall be delinquent and shall be assessed a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater. Any such late charge and interest on a delinquent payment shall also be part of the assessment against the Lot and subject to the lien for assessments created by this Declaration. 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 such 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 Elements or abandonment of the Owner's Lot.

**Section 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. The sale or transfer of any Lot shall not terminate the assessment lien against such Lot; 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 against such Lot that became due prior to the date of such sale or transfer.

## ARTICLE V

### **DECLARANT'S RIGHTS**

Declarant reserves the right to use any of the Lots as models and to sell, assign, or conduct other businesses in connection with the construction and development of the project from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain models, erect signs, maintain an office, staff the office with employees or agents, and to show Lots then unsold. Declarant retains the right to be considered an Owner of any Lot that remains unsold. Declarant also reserves the right to make changes in the number, location, or manner of construction of buildings and other improvements on the Properties including, without limitation, the substitution of screened-in porches for decks on certain Lots designated by Declarant; provided, that in all cases, such changes shall be accomplished in a manner consistent with applicable laws and ordinances.

Declarant reserves the right and is hereby vested with the sole control over all Common Element landscaping, plantings and the like. Declarant shall have the right to change landscaping within these areas from time to time.

The rights of Declarant shall continue only so long as Declarant owns one or more Lots.

## ARTICLE VI

### **MAINTENANCE**

**Section 1. Maintenance by Owners.** The Owner of each Lot shall furnish and be responsible for, at the Owner's own expense, all maintenance and repairs of Owner's Lot and all maintenance, repair and replacement of all structures, improvements, and equipment located thereon including decorating and replacements within the Owner's Living Unit, including all interior wall coverings, floor coverings and ceiling and wall paint, the heating and air conditioning systems, any partitions and interior walls appurtenant to such Living Unit, all elements of the deck spaces and all fixtures and equipment located within the Living Unit, except for the Association Responsibility Elements. The Owner shall be responsible for the maintenance, repair, and replacement of all windows in Owner's Living Unit, the doors leading into the Owner's Living Unit, and all electrical fixtures located on the exterior of the Owner's Living Unit, and any and all other maintenance,

repair, and replacements of the improvements, including balconies, on the Owner's Lot unless otherwise provided herein. The Owner shall also be responsible for the maintenance, repair, and replacement of all electrical wiring from the main electrical box to the Owner's Living Unit, notwithstanding the fact that such wiring crosses a Common Element or is located off-premises from the Owner's Lot. The Owner shall be responsible for maintaining exterior light fixtures of the Living Unit, including replacement of the light bulbs.

To the extent that equipment, facilities, and fixtures (including fences) within any Lot shall be connected to similar equipment, facilities, or fixtures affecting or serving other Lots, then the use thereof by the Owner of such Lot shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors or the manager or managing agent for the Association shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs, or replacements of or to any equipment, facilities, or fixtures affecting or serving other Lots.

In the event of damage or destruction of part or all of a Living Unit, the Owner shall be responsible to repair or replace (a) any damaged or destroyed exterior walls of Living Units, including on the exterior side with an exterior finish substantially similar in appearance and color and with as good or better materials as the exterior materials that existed immediately prior to such damage and destruction and on the interior side of such exterior wall, finishing the wall with dry wall, sanded, taped and primed, (b) any damaged or destroyed roof, by repairing or replacing such roof, including, on the interior side of ceiling of the top floor of the residence, finishing such ceiling with dry wall, sanded, taped and primed, (c) any damaged or destroyed structural framing, and (e) any damage or destruction to the structural slab on which the Living Unit is located. The Owner shall perform such work with materials and in a manner to provide the required fire rated construction between Living Units and on the exterior surfaces of Living Units. The Owner of such Living Unit shall be responsible to make all other repairs or replacements of any damage or destruction to such Living Unit. In the event that, the Owner of the Living Unit does not promptly repair or replace damaged Living Unit, so as to make the Living Unit weather tight, secure and free from nuisance, then the Association may, but it is not required to, repair or replace such damaged Living Unit in the name of the Owner of such Living Unit and the cost of such repair or replacement of damaged Living Unit shall be added to and become a part of the assessments to which such Lot is subject.

Any repair or replacement of an exterior structure, improvement, or equipment (including, without limitation, electrical fixtures) shall match the original item that it repairs or replaces. All exterior structures, improvements and equipment (including, without limitation, decks and fences) shall be constructed in accordance with local ordinances and building codes.

**Section 2. Maintenance of Driveways.** The Association shall be responsible for the maintenance, including snow removal, repair, and repaving of all driveways, and the public sidewalks abutting the Properties, and for the maintenance and repair of any pedestrian walkways or sidewalks, excluding stoops located at entrances of any Living Units, constructed or to be constructed within the Properties by Declarant for the benefit of all

Owners of Lots. The driveways shall be maintained at all times in such manner as to provide ingress and egress, both pedestrian and vehicular, from each Lot to and from a public street or highway. The specification for replacement of any driveways, walkways or sidewalks shall be determined by the Board of Directors, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors.

**Section 3. Maintenance Obligations of Association.** In addition to maintenance upon the driveways, sidewalks, irrigation system and park lights, if any, the Association shall provide all maintenance, repair or replacement of the Association Responsibility Elements and Common Elements, including but not limited to maintenance upon each Lot that is subject to assessment hereunder as follows: lawns, shrubs (but excluding any gardens, plants, flowers or shrubs installed by any Owner and excluding stoops, patios, balconies, and decks), trees, trash removal and snow removal from the paved portions of the front walks (but excluding the stoops located at the entrances of any Living Unit). In the case of lawns, shrubs, trees, and other elements of landscaping, the Association shall perform all necessary repairs, replacements, and maintenance thereof in a manner consistent with the level of maturity and development of the landscaping at the time that the repair, replacement, or maintenance activity occurs, except in the case of dead, mature trees, which will simply be removed. In any berm area of the development, the Association shall plant and maintain the berm area in a fashion that satisfies applicable zoning requirements.

**Section 4. Responsibility for Willful or Negligent Acts.** In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessments to which such Lot is subject.

## ARTICLE VII

### INSURANCE

**Section 1. Casualty Insurance.** The Association shall purchase a master casualty insurance policy or policies affording property special form coverage insurance for the Association Responsibility Elements in an amount consonant with the full replacement value of any and all such Association Responsibility Elements. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Association, it may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the monthly maintenance assessment for each Lot on a pro rata basis. Such insurance coverage shall be for the benefit of the Association, each Owner, and, if applicable, the first mortgagee of each Lot.

Such master casualty insurance policy shall (to the extent the same are obtainable) contain provision that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense against invalidity based upon the acts of the insured; and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, that the insurer

shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted.

The policy required by this section shall be issued by insurance companies authorized to do business in the State of Iowa, with a Best's Rating of A- or better or a Best's Financial Rating of 7 or higher as rated by the most currently available "Best's Insurance Reports." Executed copies of such policies of insurance or certificates thereof shall be delivered to the Association prior to the date Declarant delivers possession of the Premises to Owner, and thereafter within thirty (30) days prior to the expiration of the term of each such policy.

All such policies for property insurance and any other insurance coverages reasonably requested or required by the Association shall name the Association as an additional insured. All policies of such property insurance and any other insurance coverages required by the Association shall contain an endorsement that provides (a) that such policy may not be canceled or amended except upon thirty (30) days prior written notice from the insurance company to Owner and the Association, and (b) that such policy shall be renewed unless the insured shall give the Association notice of intention not to renew at least thirty (30) days before the expiration date of the policy. All such policies shall be written as primary policies, not contributing with and not in excess of coverage, which the Association may carry. If deemed advisable by the Association, it may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the monthly maintenance assessment for each Lot on a pro rata basis. Such insurance coverage shall be for the benefit of the Association, each Owner, and, if applicable, the first mortgagee of each Lot.

**Section 2. Liability Insurance.** The Association shall also purchase a master commercial general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event not less than a minimum limit of liability of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage, \$1,000,000.00 per person for personal injury and advertising injury, \$50,000.00 per fire for fire damage, and \$1,000,000 for non-owned and hired automobiles, together with an aggregate for the preceding coverages of \$2,000,000.00 per policy for bodily injury and property damage. The Association shall also purchase an umbrella insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event not less than \$1,000,000 over the preceding liability insurance coverages. Such commercial general liability and umbrella insurance policies shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association, all Owners and all other persons entitled to occupy any Lot.

The Association may obtain and maintain fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association. The Association shall obtain any other insurance required by law to be maintained, including but not limited to, worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, directors and officers liability insurance. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each

Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association.

**Section 3. Monthly Assessment for Insurance.** The premiums for all such insurance hereinabove described shall be paid by the Association and the pro rata cost thereof shall become a part of the monthly assessment described in Article V, Sections 3 and 4 herein, to which each Lot conveyed by Declarant shall be subject under the terms and provisions of Article VI. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

**Section 4. Additional Insurance.** Each Owner shall be solely responsible for and should obtain such additional insurance as such Owner deems necessary or desirable at the Owner's own expense affording coverage upon the Owner's personal property, the contents of the Owner's Living Unit, and all components of the Living Unit not included in the Association Responsibility Elements (including, but not limited to, the replacement value of the residential unit, all floor, ceiling and wall coverings and fixtures, betterments and improvements) and the Owner's personal property stored elsewhere on the Properties, and for the Owner's personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association. Each Owner may obtain casualty insurance at the Owner's own expense upon the Owner's Lot but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

**Section 5. Casualty and Restoration.** Damage to or destruction of the Association Responsibility Elements or Common Elements of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. If for any reason the Association chooses not to repair or reconstruct any Association Responsibility Elements or Common Elements of any Building damaged or destroyed by fire or other casualty, the Owner(s) of the affected Lots shall have the right, but not the obligation, to perform such repair or reconstruction and to collect the cost thereof from the Association. The Owner(s) of any Building damaged or destroyed due to fire or any other casualty shall repair or reconstruct all other portions of such Building (other than the Association Responsibility Elements or Common Elements) and shall be entitled to use the proceeds of such Owner's insurance for that purpose.

**Section 6. Insufficiency of Insurance Proceeds.** If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to

cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Elements or any Association Responsibility Elements of any Building or Buildings so damaged or destroyed (or the cost thereof in excess of insurance proceeds received, if any) shall be paid by the Association, which shall then have the right to levy a special assessment against all Lots for such deficiency.

For the purpose of Section 6 above, repair, reconstruction and restoration shall mean construction or rebuilding of any Building or Buildings to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same or similar type of architecture.

**Section 7. Surplus of Insurance Proceeds.** In the event that there is any surplus of insurance proceeds collectible from the Association's insurance after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Properties. The action of the Board of Directors in proceeding to repair or reconstruct damages shall not constitute a waiver of any rights against Owner for committing willful or malicious damage.

## ARTICLE VIII

### **EASEMENTS AND ENCROACHMENTS**

**Section 1. Drainage, Utility and Sewer Easements.** As noted on the Plat, Declarant has reserved certain areas of the Lots for public utility, storm sewer and drainage, sanitary sewer and water main line easements. In doing so, it is the intention of Declarant to provide the needed flexibility to itself, for the benefit of all Lots and Owners, to properly install and allow to be maintained and read all electrical, telephone, water, gas, sewer and other utility services (including all lines, pipes, wires, cables, ducts, waterways, etc.) to the Living Units constructed on various Lots. No other improvements or permanent structures (excluding walkways, driveways and fences) shall be placed within such utility easements and any fences so installed shall be and are expressly subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair or remove any necessary facilities and the right of Declarant and the Association to provide for and maintain appropriate drainage. Regardless of whether shown on the recorded plat, each Lot shall accept surface water drainage from adjacent properties whether or not located within the Properties and each Lot shall have the right to drain its surface water to the adjacent Lots located within the Properties.

**Section 2. Additional Easement Rights.** Declarant reserves unto itself, for the benefit of all Lots and Owners, an easement and full right, title and authority to relocate, alter or otherwise change the location of any drainage, utility, sewer and water easement and to grant such further easements, licenses and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Properties. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility, sewer and water easement, or other easement, license or right of way by written instrument,

amended Plat or amendment to the Plat recorded in the Office of the Recorder for Polk County, Iowa, and any Owner of any Lot shall take title subject to the rights and easements reserved herein; provided, however, the rights reserved in this Section 2 shall not be exercised in a manner which unreasonably and adversely affects any Building or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any Lot. The rights and easements reserved by Declarant in the Section 2 shall run with the land and Declarant's right to further alter or grant easements shall automatically transfer to the Association when Declarant shall have conveyed the last Lot within the Properties.

**Section 3. Easement for Access and Maintenance.** The Association, its agents and contractors and each Owner shall have an easement and license to, in and over each Lot for the purpose of performing its maintenance obligations and for access to the rear of the Lot owned by such Owner. The Association, its agents, and contractors shall have an easement and license to use hoses, bibs and water from all Lots for the purpose of performing its maintenance obligations provided the Association shall reimburse the Owner for any water costs relating to such usage by the Association or its agents or contractors to the extent that the Owner's water bill for the month of such usage exceeds the Owner's average bill for the immediately three (3) prior months.

**Section 4. Easement for Emergency Purposes.** An easement is hereby dedicated and granted for use, in the case of an emergency, by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon any pedestrian walkways or sidewalks and all Lots for benefit of others.

**Section 5. Driveways, Walkways and Sidewalks.** No Owner shall park or allow to be parked any vehicular or other obstruction within the Street so as to prevent access to the driveways on any Lot that are connected to the Street.

No Owner shall park or allow to be parked any vehicular or other obstruction within the driveway area so as to prevent access to the Living Units that such driveway serves.

An easement is hereby reserved and granted for the benefit of each Lot served by a sidewalk or pedestrian walkway located in part or in whole on another Lot or Lots for pedestrian ingress and egress purposes over the portion of such sidewalk or pedestrian walkway located on such other Lot or Lots. No Owner shall obstruct or allow obstructions on any sidewalk or pedestrian walkway that would impair use and access to any Living Unit served by such sidewalk or pedestrian walkway.

**Section 6. General Easements.** Each Lot shall be subject to the following easements in favor of the Association and the other Owners:

- (a) Each Lot is burdened with an easement of ingress and egress for maintenance, repair and replacement of Association Responsibility Elements or Common Elements by the Association.
- (b) Each Lot is burdened with easements for public utilities and sidewalks as may be shown upon any recorded subdivision plat.

**Section 7. Private Easements for Surface Water Flowage.** The topography of Tuscany Plat 2 is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to such easements as may exist for 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 law.

**Section 8. Private Easement for Signage and Entrance Landscaping Features.** Declarant hereby grants to the Association, for and on behalf of the Owners of all Lots within Tuscany Villas, an easement for the purpose of installing, maintaining, operating, repairing, replacing and removing signage, flags, other entrance features and landscaping in, on, over, and under such easement areas as are dedicated for such purposes and as may be described in an amendment to this Declaration.

This easement is subject to the following conditions:

- (1) The signs shall be Tuscany Villas identification signs. All such signs shall conform to the ordinances, rules, and regulations of the City. Any electrical service for such signs shall be separately metered or otherwise separately billed by the public utility furnishing such electrical service and charged to the Association. Neither Declarant nor the Association is required to install or maintain signs in any sign easement areas.
- (2) Declarant may install initial entrance features, if any, and landscaping and the Association may install any additional entrance features, signs and landscaping it desires and the Association shall maintain, operate and replace all signs, entrance features, landscaping within such signage and landscaping easement areas, including, but not limited to, paying for any electrical or water service for such operation and maintenance.
- (3) Neither Declarant nor the Association shall locate any such signage, entrance features, or landscaping in a manner to obstruct any vision triangles that overlap a portion of any such easement area, if any.
- (4) The Owner of the Lot upon which any such easement is located shall not make any modifications or improvements to any such easement area without the consent of the Association, which consent shall be in the Association's sole discretion.
- (5) Any of the easement areas granted in this Section shall terminate (a) by written election of the Declarant, in recordable form, filed in the Office of the Recorder for Polk County, Iowa, provided that Declarant is then the Owner of the Lot on which such easement area lies, but if any sign is then located in such easement area, it shall be removed at the expense of Declarant, or (b) by the vote of the Board of the Association any time on or after January 1, 2020, and the filing of



a written memorandum thereof in recordable form in the Office of the Recorder for Polk County, Iowa.

## **ARTICLE IX**

### **PARKING RIGHTS**

Subject to the provisions of Article VIII, Section 5, above, the paved driveway in front of each Owner's garage shall be for the exclusive benefit of such Owner and Owner's guests. No one shall use these parking spaces for parking or storing of boats, snowmobiles, trailers, camping vehicles or other recreational vehicles or for parking of trucks or other commercial vehicles, except temporarily or incidentally for the making of pickup and deliveries to neighboring Lots or for the period of time reasonably necessary to load or unload such boat, trailer, camping vehicle or recreational vehicle. No bicycles, toys or other private property shall be allowed to obstruct any driveway nor shall the same be stored in the open alongside building walls or other locations in public view. No vehicles shall be parked as to impede access from or to any Lot or public street. No fence, barrier or other obstruction of any kind shall ever be placed or constructed so as to impede access from or to any Lot or public street.

## **ARTICLE X**

### **PARTY WALL**

**Intentionally Omitted.**

## **ARTICLE XI**

### **ARCHITECTURAL CONTROL**

No building, fence, wall or other structure, except as originally constructed by or on behalf of Declarant, shall be commenced, erected, altered, or maintained upon the Properties, nor shall any exterior additional to or change or alteration thereof be made (including screen doors, satellite dishes or similar fixtures), other than by the Board of Directors, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any changes in the appearance or the color of any part of the exterior of a Building, including, but not limited to the exterior items for which the Owner is responsible for maintenance pursuant to Article VI, Section 1, hereof, including, but not limited to the roof, gutters, downspouts, foundations, doors, windows, stoops, patios, balconies, and decks, shall be deemed a change thereto and shall require the approval therefore as above provided.

## **ARTICLE XII**

### **SIGNS AND HOME OCCUPATIONS**

**Section 1. Signs.** No signs of any kind including, but not limited to, rental signs and further including, but not limited to, signs of any nature, kind, or description that identify, advertise or in any way describe the existence or conduct of a home occupation, shall be displayed on any Lot or within any window and visible from the exterior without the prior written approval of Declarant or once Declarant no longer owns any of the Lots, the Board of Directors; provided, however, that an Owner shall be entitled to display on Owner's Lot one (1) "for sale" sign of standard and customary size and materials in connection with attempts by the Owner to market that Lot. Nothing in this Article shall affect the rights of Declarant provided in Article V.

**Section 2. Home Occupations.** No home occupation shall be conducted or maintained on any Lot other than one which is incident to a business, profession or occupation of the Owner or occupant of any such Lot and which is generally or regularly conducted in another location away from such Lot, provided the same is permitted under the ordinances of the City of Altoona, Iowa. No child-care service or activity shall be regularly conducted on any Lot, except for incidental childcare activities for the sole benefit of the Owner of the Lot. Nothing contained herein shall be construed or interpreted to affect the activities of Declarant in the sale of Lots or single-family dwellings as a part of the development of the Properties.

### ARTICLE XIII

#### **ENCROACHMENTS AND EASEMENTS FOR BUILDINGS**

**Section 1. Encroachment.** If, by reason of the location, construction, settling, or shifting of a building, any part of a Building consisting of a Living Unit appurtenant to a Lot (hereinafter in this Article XIII referred to as the "Encroaching Unit") encroaches upon any minor portion of any other adjacent Lot, then in such event, an exclusive easement shall be deemed to exist and run to the Owner of the Encroaching Unit for the maintenance, use and enjoyment of the Encroaching Unit and all appurtenances thereto, for the period during which the encroachment exists.

**Section 2. Easements.** Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in or on any other Lot or Living Unit and serving Owner's Lot.

### ARTICLE XIV

#### **ADDITIONAL RESTRICTIONS**

**Section 1.** No Lot shall be used except for residential purposes, as defined in the Altoona Zoning Ordinance as applicable to the zoning district, except for rights of Declarant as provided in Article V. No buildings, structures or sheds shall be erected on any Lot other than the Living Units or replacement thereof. In addition, pursuant to Section 3.92(E)(6)(b) and (f) of the City of Altoona Zoning Ordinance Outlot A shall not be used for any purpose other than as defined in the City of Altoona Zoning Ordinance as applicable to the zoning district without approval by the City of Altoona, to the extent the City legally can require that its consent must be given.

**Section 2.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that pets, specifically dogs and cats may be kept, provided that they are not kept, bred or maintained for any commercial purposes and except that nuisance dogs, such as Rottweilers, Doberman pinchers and pit bulls, are prohibited. The number of pets in each household shall be maintained at a level where they are under complete control and care by the occupant and are of no nuisance from noise, odor or trespass to all other Lots within the Property. Any complaint shall be brought before the Board, which shall have the right to prohibit them from continued habitation on the Lot if further complaints occur. Association may, by rules and regulations, prohibit or further limit the raising, breeding or keeping on any Lot, front lot or rear lot of any pet. Any person owning or keeping a pet shall be responsible for and shall at all times clean up any waste or excrement from such pets on the Common Elements. Failure to do so in a prompt or responsible manner shall result in a fine or special assessment by the Association against such Lot on which such pet is kept. Owners shall bear full responsibility for animals not under leash. No animal shall be chained or otherwise restrained outside or in the garage. Outside pens or dog runs will not be allowed.

**Section 3.** No noxious or offensive activities not involving the maintenance of Lots shall be carried on upon any Lot nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood; nor shall any Lot be used for any unlawful purpose. Nor shall any Owner cause, or suffer or harbor the source of, any noise or activity that disturbs the peace, comfort and quiet enjoyment of the other Owners or those claiming under or through other Owners.

**Section 4.** The Owner of each Lot shall keep the same free of weeds and debris. Owners shall be permitted to plant flowers along the back of the Living Unit within three (3) feet of the foundation. Owners who choose to plant flowers are required to maintain an acceptable appearance as determined by the Board of Directors. Owners will also be allowed to plant trees and shrubs on their Lot provided written approval is secured from the Association as to the type and location of such planting. Any plantings must consider accessibility of mowers and yard maintenance equipment of the contractors who will be hired by the Association.

**Section 5.** No trash receptacles and garbage cans shall be permitted to be placed outside of a building or a structure on any Lot. This restriction shall not preclude the placement of waste containers outside of such area on a temporary basis if so required by governmental regulation or terms of contract with a commercial waste collector, on trash pickup days only and not more than twenty-four (24) hours in advance of pickup. If the City of Altoona does not provide pickup service, then the Owners, individually or collectively, shall contract with only one (1) private trash removal service that is designated by the Board of Directors.

**Section 6.** No temporary structure, trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

**Section 7.** No tower, or television or radio antennae, satellite dish or flag pole shall be placed upon the exterior of a Lot or Living Unit unless written approval is secured from the Association as to the type and location of such request. If approved by the Association, the satellite dishes or parabolic devices must be mounted on the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.

**Section 8.** No basketball goal (whether attached to the exterior of a Living Unit or affixed to a free-standing pole), soccer goal, baseball backstop or other similar sporting equipment shall be constructed on any Lot.

**Section 9.** All unattached sporting equipment, toys, outdoor cooking equipment and other equipment and supplies necessary or convenient to residential living shall be stored on the patio or deck of the Living Unit. Nothing may be erected on or suspended from the exterior of, or hang over, any railings on any of the balconies or decks. The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious weed or other noxious substance and the harboring on the source of any noise or activity which disturbs the peace, comfort and serenity of Owners is prohibited. Laundry and clothing shall not be hung outside the Living Unit.

**Section 10.** Unit Owners shall be individually responsible for utility charges for their respective Living Unit, which they incur for electricity, natural gas, water and sewer services, in the same manner as persons occupying single-family, detached homes.

**Section 11.** No fence shall be allowed to be constructed on any Lot unless prior written approval from the Board of Directors of the Association has been granted. Any such fence so approved by the Association shall be limited to privacy or decorative fences located around the decks or patios of the Living Units.

**Section 12.** No personal property shall be stored or left upon a Lot except within the residential structure or garage located upon the Lot. Garage doors shall be kept closed except during times of access to the garage.

**Section 13.** Nothing shall be altered in, constructed in or removed from the Common Elements, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association.

**Section 14.** No boat, snowmobile, recreational vehicle, trailer or other vehicle, other than automobiles shall be stored or parked in any driveway or street. The Association may, by regulation or rule, limit or prohibit the parking of automobiles on any driveway. In the event of a violation of this provision, the Association may, after reasonable notice, remove such boat, snowmobile, recreational vehicle, trailer or other vehicle.

**Section 15.** No activity shall be allowed that unduly interferes with the peaceful possession and use of the Properties by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

**Section 16.** Nothing shall be done or kept in any Lot or in the Common Elements which will increase the rate of insurance on the Common Elements or the Association Responsibility Elements, without proper written consent of the Board of Directors of the Association. No Owner shall permit anything to be done or kept in his Lot which will result in the cancellation of insurance on any Lot or any part of the Commons Elements or the Association Responsibility Element, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.

**Section 17.** All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance modification or repair of property shall be the same as the responsibility for the maintenance and repair of the property concerned.

**Section 18.** The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use of Lots, the Common Elements and the Association Responsibility Elements and the penalties for violations of such rules and regulations and the Declaration, and such rules and regulations and the Declaration shall be observed and obeyed by the Owners, their guests, lessees, assigns and licensees.

**Section 19.** Agents of or contractors hired by the Board of Directors of the Association may enter any Lot when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owners as practicable, and may enter any Living Unit after prior notice to the Owner, in connection with any maintenance or construction that requires access to or through the interior of such Living Unit; provided no such notice is required in an emergency if the Owner is not readily available.

**Section 20.** Neither the Owners nor the Association nor the use of the Common Elements shall interfere with the completion of the contemplated improvements and the sale of the Lots by the Declarant. The Declarant may make such use of the unsold Lots and the Common Elements as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, model home, the showing of the property and the display of signs.

**Section 21.** No exterior holiday decorations shall be erected more than six (6) weeks prior to the holiday and all exterior holiday decorations shall be removed within three (3) weeks following the holiday. If the Owner of a Lot has not removed such holiday display within the foregoing time periods, and if the Owner of such Lot fails to remove such holiday display within fifteen (15) days after such Owner receives written notice given by certified mail, return receipt requested, or delivered in person, from the Association or from any Owner within five hundred (500) feet of such Lot, the Association or Owner of the applicable Lot within five hundred (500) feet of the offending Lot shall have the right and easement to enter upon the premises and remove and dispose of the holiday display at the expense of the Owner of the applicable Lot where such holiday display is located, and shall have the right of action against the Owner of the applicable Lot for collection of the cost thereof, plus the reasonable costs, including attorney's fees, of collecting such amount, plus interest at the lesser of (a) twelve percent (12%) per annum or (b) the

maximum rate allowed by law, from the date such cost is incurred, and shall have a lien against such Lot from the day an affidavit reciting the giving of such notice, the performance of such work and the cost thereof is filed in the Office of the Recorder for Polk County, Iowa, until such amount, plus the reasonable costs, including attorney's fees of collecting such amount and costs of filing of such lien, incurred by the lienholder is paid.

**Section 22. No Waiver.** Failure of the Association or any Owner to enforce any covenant, condition or restriction, this Declaration, the Articles of Incorporation, or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

## ARTICLE XV

### **GENERAL PROVISIONS**

**Section 1. Right of Enforcement.** In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the persons in ownership from time to time of the Lots and all parties claiming under them, and the Association shall have the right to enforce the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorney's fees and the costs and expenses incurred as a result thereof.

**Section 2. Amendment.** Declarant may amend this Declaration at any time without the approval by the other Owners so long as Declarant has any ownership interest in any Lot. Thereafter, this Declaration may be amended or changed at any time by an instrument recorded in the Office of the Recorder for Polk County, Iowa, signed or approved in writing by at least two-thirds of the then Owners.

This Declaration may also be amended by Declarant, if it then has any ownership interest in the Properties, at any time within four (4) years after the recordation hereof in order to satisfy the requirements of any of the Federal Mortgage Agencies. Any such amendments shall be recorded and shall be subject to the prior written approval of any of the Federal Mortgage Agencies having an interest in the Properties or any portion thereof.

**Section 3. Covenants Binding and Running with the Land; Duration.** Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant, the Association, and the Owners of each Lot in the Properties, and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

The easements granted in or pursuant to this Declaration, any other provisions of this Declaration expressly incorporated in any Section of this Declaration granting such easements to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for the payment

of costs associated therewith, shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration. The party wall provisions of Article X of this Declaration shall continue in perpetuity.

Except as provided in the preceding paragraph of this Section, the covenants, indentures, restrictions and reservations in this Declaration shall be for an initial period of twenty-one (21) years from the date of recordation in the Office of the Recorder of Polk County, Iowa, and shall automatically extend for successive periods of twenty-one (21) years each unless prior to the expiration of any such twenty-one-year period it is amended or changed in whole or part as hereinabove provided. Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment of decree shall in no way affect any of the provisions hereof, but the same shall remain in full force and effect.

It is the intent that, notwithstanding anything in the Code of Iowa to the contrary, all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be covenants running with the land for the full period specified in this Declaration without further action by either Declarant, the Association, or any Owner of any Lot in the Tuscan Villas. However, in the event that Section 614.24 of the Code of Iowa, as the same may be amended or replaced, may require that a verified claim be filed in the Office of the Recorder for Polk County, Iowa prior to the twenty-first anniversary of the date of this Declaration or the twenty-first anniversary of the last filing of such verified claim in order to continue all or some of the covenants of this Declaration, including, but not limited to, any covenant, term, provision or restriction that is or may be considered a use restriction, reversion or right of reverter, in effect throughout the applicable periods specified in this Declaration, then:

- (a) the Association, or the Owners of the Lots acting jointly or severally, may file all verified claims necessary to keep all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration, and each Owner of a Lot, by virtue of its acceptance of a deed to such Lot, shall be deemed to have granted a power of attorney to the Association, as the agent or attorney in fact for such Owner, to file such verified claim on behalf of such Owner, which power of attorney is coupled with an interest and irrevocable;
- (b) a verified claim filed by the Association or any Owner of a Lot in Tuscan Villas shall be valid and binding upon the Association and all the then Owners of Units in Tuscan Villas, (the "Interested Parties"), and their successors and assigns, with the same effect as if executed by all such persons, and in order to facilitate filing of any verified claim required to so continue all or any of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration in full force and effect, the Association and each Owner of a Lot is hereby irrevocably appointed the attorney-in-fact for all of the other Interested Parties for the purpose of filing any such verified claim;
- (c) that in the event of any defect in the verified claim or its filing and recording in the Office of the Recorder for Polk County, Iowa, no interested person or anyone claiming, by, through or under an interested person shall be entitled to assert such defect as a basis to avoid its duties and obligations under this Declaration unless, if such defect

is in a claim prepared by any interested party, such defect is not corrected within thirty (30) days after notice of such defect to all interested parties;

(d) that in the event an interested party fails or refuses to cooperate to file any verified claim required to continue all or any of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration in full force and effect, such interested party hereby waives and shall be deemed to have waived the right to, and be estopped to, assert any failure to file such verified claim as a defense to its duties and obligations under this Declaration; and

(e) that each interested party by acquisition of its interest in the Tuscan Villas or under this Declaration, whether or not expressly provided in any instrument creating such interest, hereby waives its right to assert the failure to file any verified claim required by the Code of Iowa as a legal basis to avoid any duty or obligation upon it and its respective portion of Tuscan Villas throughout the applicable period specified in this Declaration.

**Section 4. Notice to Mortgagees.** The Association, upon request, shall provide written notification to any lender holding a first mortgage upon any Lot specifying the defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its Bylaws or any other applicable documents which default has not been cured within sixty (60) days. The Owners shall provide, upon request by the Association, the name, address and loan numbers of any mortgage placed upon their property.

**Section 5. Restriction on Rental.** In order to protect the integrity of this development and to insure that those persons residing therein have similar proprietary interests in their Lots and Living Units, no Lot and the Living Unit located thereon shall be leased or rented to any person not having an ownership interest therein, unless and until the unit has been occupied for a period of two years by the Owner or owners thereof. Thereafter, no Lot and Living Unit located thereon shall be leased or rented for a period of time of less than one year, and no lease or rental agreement to any such tenants or lessees shall be extended or renewed for a shorter period of time. The restrictions contained herein shall not apply to the Declarant or Living Units owned by it.

**Section 6. Additional Common Areas.** Declarant shall have the right at any time to convey additional Common Areas to the Association from time to time within the Property. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional Common Areas to the Association in the future. The Association shall be obligated to accept any additional Common Areas so conveyed by Declarant and to hold and maintain the additional Common Areas pursuant to the terms of this Declaration.

**Section 7. 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 Polk County, Iowa. No approval of the Association or any other person shall be necessary.

**Section 8. Removing Land from Operation of Declaration.** Declarant shall have the right now and in the future to remove any portion of the Property from the operation of this Declaration provided that the portion so removed has not yet been platted into individual lots and a plat for that portion has not been filed of record with the Auditor of Polk County, Iowa. Declarant shall signify this removal by filing an amendment to this Declaration with the Recorder of Polk County, Iowa. No approval of the Association or any other person or Owner shall be necessary.

## ARTICLE XVI

### LIMITATION OF LIABILITY

**Section 1. Limitation of Liability.** Declarant shall not be liable to the Association or any Owner for damages or repairs to:

- (a) Any sidewalk, driveway, curbs, stoop or other concrete improvement located within the Properties, including, but not limited to, cracking or chipping that may occur due to weather conditions; or
- (b) Any Living Unit beyond the express warranties set forth in the homeowner's warranty provided to the original Owner of such Living Unit; or
- (c) Any appliances within any Living Unit, including, but not limited to, the furnace, air conditioner, stove, oven, microwave, dishwasher, and garbage disposal, beyond the express warranties set forth in the manufacturer's warranty provided to the original owner.

IN WITNESS WHEREOF, TUSCANY RESERVE, LLC has caused this Declaration to be executed this as of the day and year first above stated.

TUSCANY RESERVE, LLC

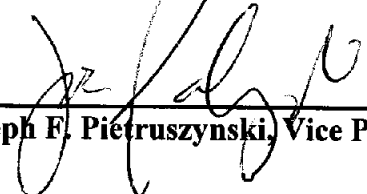
By: Hubbell Realty Company, Managing Member

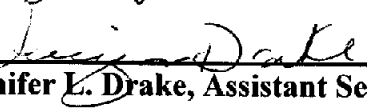
By:   
Joseph F. Pietruszynski, Vice President

By:   
Jennifer L. Drake, Assistant Secretary

**TUSCANY VILLAS, LLC**


**By: Hubbell Realty Company, Managing Member**

By:   
**Joseph F. Pietruszynski, Vice President**

By:   
**Jennifer L. Drake, Assistant Secretary**

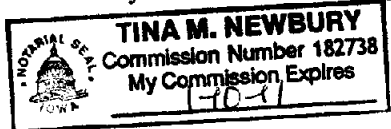
**TUSCANY OWNERS ASSOCIATION**

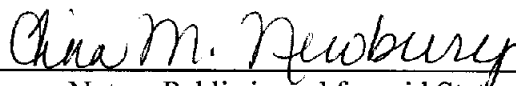
By:   
**Joseph F. Pietruszynski, Vice President**

By:   
**Jennifer L. Drake, Secretary**

STATE OF IOWA            )  
  )SS.  
COUNTY OF DALLAS    )

On this 29<sup>th</sup> day of July, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joseph F. Pietruszynski and Jennifer L. Drake, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of Hubbell Realty Company, an Iowa corporation and the managing member of Tuscan Reserve, LLC; that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that the said Joseph F. Pietruszynski and Jennifer L. Drake, as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.



  
Notary Public in and for said State

STATE OF IOWA            )  
  )SS.  
COUNTY OF DALLAS    )

On this 29<sup>th</sup> day of July, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joseph F. Pietruszynski and Jennifer L. Drake, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant

Secretary, respectively, of Hubbell Realty Company, an Iowa corporation and the managing member of Tuscany Villas, LLC; that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that the said Joseph F. Pietruszynski and Jennifer L. Drake, as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.



*Tina M. Newbury*  
Notary Public in and for said State

STATE OF IOWA            )  
  )SS.  
COUNTY OF DALLAS    )

On this 29<sup>th</sup> day of July, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joseph F. Pietruszynski and Jennifer L. Drake, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Secretary, respectively, of Tuscany Owners Association, an Iowa non-profit corporation; that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that the said Joseph F. Pietruszynski and Jennifer L. Drake, as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.



*Tina M. Newbury*  
Notary Public in and for said State

**MORTGAGEE'S CONSENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS APPLICABLE TO TUSCANY  
VILLAS**

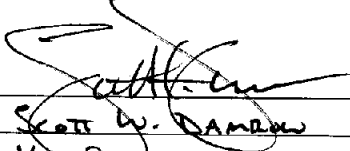
**KNOW ALL MEN BY THESE PRESENTS:** that, First National Bank of Omaha is the present owner of the Mortgagee's interest in that certain Mortgage, Security Agreement and Assignment of Rents, granted by Tuscan Reserve, LLC, an Iowa limited liability company, as Mortgagor, to First National Bank of Omaha as Mortgagee, dated October 31, 2007 and filed for record in the Office of the Recorder for Polk County, Iowa on November 1, 2007, in Book 12433 at Page 36, (collectively, the "Mortgage") which Mortgage creates a lien on the real property legally described as:

Lots 5 through 19, Lots 100 through 105, Lot 112, Lot 113, Lot 122, Lot 123, and Outlot V of Tuscan Plat 1, as recorded in Book 12850 Page 126 of the Polk County Records, an Official Plat, now included in and forming a part of the City of Altoona, Polk County, Iowa. Said Parcels contain 15.79 acres and are subject to easements and restrictions of record.

First National Bank of Omaha hereby consents to the within and foregoing Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Tuscan Villas, Altoona, Polk County, Iowa (the "Declaration"), and agrees that the lien of its above-described Mortgage is subordinate to the easements and appurtenant rights created in the Declaration.

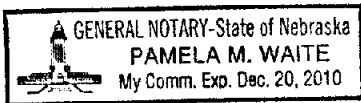
Dated this 19<sup>th</sup> day of July, 2010.

**FIRST NATIONAL BANK OF OMAHA, Mortgagee**

By:   
Name: SCOTT W. DAMROW  
Title: VICE PRESIDENT

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DAWSON )

On this 19 day of July, 2010, before me the undersigned, a Notary Public in and for the State of Nebraska, personally appeared SCOTT DAMROW, to me personally known, who, being by me duly sworn, did say that he/she is the VICE PRESIDENT of **FIRST NATIONAL BANK OF OMAHA**, executing the within and foregoing instrument; that the instrument was signed on behalf of said bank corporation by authority of its Board of Directors; and said SCOTT DAMROW, as such officer, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.



Pamela M. Waite  
Notary Public in and for said State

# EXHIBIT A

PREPARED BY: BRADLEY R. GEATER, LS, MCCLURE ENGINEERING, 8101 BIRCHWOOD COURT, SUITE D, JOHNSTON, IOWA 50131 515-984-1239

# TUSCANY PLAT 2 ALTOONA, IOWA

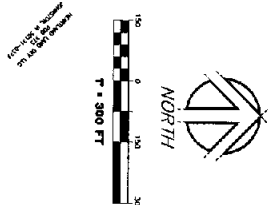
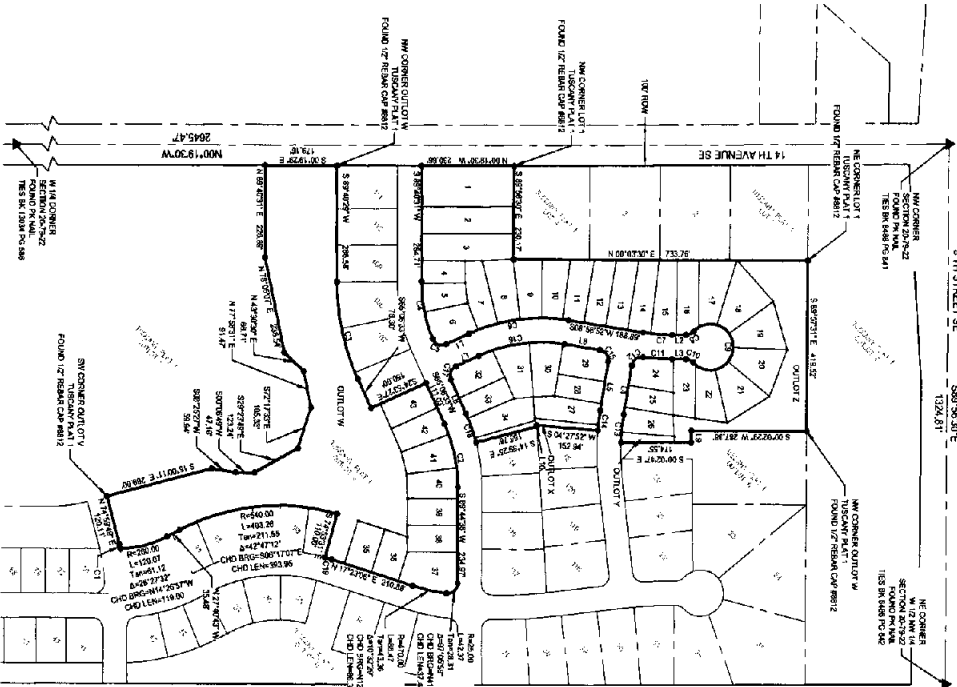
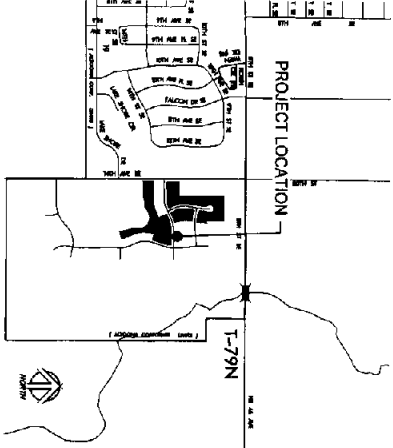
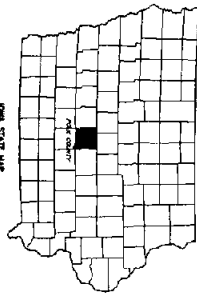
**OWNER/DEVELOPER:**  
TUSCANY RESERVE, L.L.C.  
3800 WESTOWN PARKWAY  
WEST DES MOINES, IA 50328

**ZONING:**  
R2 (PUD)

**CITY BENCHMARKS:**  
BENCHMARK #1: 31.3 - 362.89  
BENCHMARK #2: 445.85 - RR SHINE 4TH P.P. SOUTH OF 8TH ST.  
BENCHMARK #3: 341.97 - RR SHINE 4TH P.P. NORTH OF  
LAKESHORE DR.

**ERROR OF CLOSURE BETTER THAN 1/10000**

**SETBACKS:**  
FRONT: 15 FEET  
REAR: 20 FEET  
SIDE: 10 FEET  
CORNER: 5 FEET



**LEGEND**

- STAKE
- EXISTING PROPERTY LINES
- PROPERTY LINES
- PLAT BOUNDARY
- DATE SURVEYED: MAY 5, 2010
- CORNERS FOUND:
  - ▲ SECTION COR. (AS NOTED)
  - ▲ 1/2" REBAR NYC #8912
  - 1/2" REBAR OPC #19828
  - - PUBLIC UTILITY EASEMENT
  - - MINIMUM PROTECTION ELEVATION
  - - LOT ADDRESSES

**CURVE TABLE**

STATION	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD DISTANCE
1+00.00	N 70° 00' 00" E	100.00	S 20° 00' 00" W	100.00
1+10.00	N 69° 59' 59" E	99.99	S 19° 59' 59" W	99.99
1+20.00	N 69° 59' 58" E	99.98	S 19° 59' 58" W	99.98
1+30.00	N 69° 59' 56" E	99.97	S 19° 59' 56" W	99.97
1+40.00	N 69° 59' 53" E	99.96	S 19° 59' 53" W	99.96
1+50.00	N 69° 59' 49" E	99.95	S 19° 59' 49" W	99.95
1+60.00	N 69° 59' 44" E	99.94	S 19° 59' 44" W	99.94
1+70.00	N 69° 59' 38" E	99.93	S 19° 59' 38" W	99.93
1+80.00	N 69° 59' 31" E	99.92	S 19° 59' 31" W	99.92
1+90.00	N 69° 59' 23" E	99.91	S 19° 59' 23" W	99.91
2+00.00	N 69° 59' 14" E	99.90	S 19° 59' 14" W	99.90
2+10.00	N 69° 59' 04" E	99.89	S 19° 59' 04" W	99.89
2+20.00	N 69° 58' 53" E	99.88	S 19° 58' 53" W	99.88
2+30.00	N 69° 58' 41" E	99.87	S 19° 58' 41" W	99.87
2+40.00	N 69° 58' 28" E	99.86	S 19° 58' 28" W	99.86
2+50.00	N 69° 58' 14" E	99.85	S 19° 58' 14" W	99.85
2+60.00	N 69° 58' 00" E	99.84	S 19° 58' 00" W	99.84
2+70.00	N 69° 57' 45" E	99.83	S 19° 57' 45" W	99.83
2+80.00	N 69° 57' 30" E	99.82	S 19° 57' 30" W	99.82
2+90.00	N 69° 57' 14" E	99.81	S 19° 57' 14" W	99.81
3+00.00	N 69° 57' 00" E	99.80	S 19° 57' 00" W	99.80

**LINE TABLE**

LINE #	START STATION	END STATION	BEARING	LENGTH
1	1+00.00	1+10.00	N 70° 00' 00" E	100.00
2	1+10.00	1+20.00	N 69° 59' 59" E	99.99
3	1+20.00	1+30.00	N 69° 59' 58" E	99.98
4	1+30.00	1+40.00	N 69° 59' 56" E	99.97
5	1+40.00	1+50.00	N 69° 59' 53" E	99.96
6	1+50.00	1+60.00	N 69° 59' 49" E	99.95
7	1+60.00	1+70.00	N 69° 59' 44" E	99.94
8	1+70.00	1+80.00	N 69° 59' 38" E	99.93
9	1+80.00	1+90.00	N 69° 59' 31" E	99.92
10	1+90.00	2+00.00	N 69° 59' 23" E	99.91
11	2+00.00	2+10.00	N 69° 59' 14" E	99.90
12	2+10.00	2+20.00	N 69° 59' 04" E	99.89
13	2+20.00	2+30.00	N 69° 58' 53" E	99.88
14	2+30.00	2+40.00	N 69° 58' 41" E	99.87
15	2+40.00	2+50.00	N 69° 58' 28" E	99.86
16	2+50.00	2+60.00	N 69° 58' 14" E	99.85
17	2+60.00	2+70.00	N 69° 58' 00" E	99.84
18	2+70.00	2+80.00	N 69° 57' 45" E	99.83
19	2+80.00	2+90.00	N 69° 57' 30" E	99.82
20	2+90.00	3+00.00	N 69° 57' 14" E	99.81

**GENERAL NOTES:**

- For Public Utility Easements, electric, cable, telephone, and other similar utilities must be placed in the rear yard. Only the rear yard may be shared in the front yard. The City of Johnston requires approval of the placement of utilities.
- Approved residential structures are limited to the City of Johnston Zoning Ordinance, Division 4, Section 14.01, Part 3.
- Video inspection of all new sanitary sewers is required as outlined in the Uniform Standard Specifications, Division 4, Section 14.01, Part 3.
- All new structures must conform to the current version of the Uniform Building Standards for Public Improvements and shall be constructed in accordance with the current version of the International Building Code.
- Places all grading at all lower areas of disturbed ground and double all grading at all places.
- The Project Engineer is responsible for obtaining a Pollution Prevention Plan as part of the grading plan. In addition, the City will not issue any construction permits or allow any ground disturbances until the Iowa Department of Natural Resources has issued a storm water discharge permit for the project and a copy is received by the City.
- If a STREETS permit is required by the Iowa Department of Natural Resources, a CONCRETE permit is also required by the City.
- Coordinate the location of electric homes with the Post Office and City. Submit copy of permission plan to the Post Office for review and then submit plan to the City for approval.
- All driveway handboxes required to serve the plat shall be installed before the final plat is approved by the City. The handboxes shall occur prior to any occupancy permit. Performance bonds that have not covered the handboxes and driveway handboxes shall occur prior to any occupancy permit. Performance bonds that have not covered the handboxes and driveway handboxes shall occur prior to any occupancy permit.
- The plat, stakes, and manufacturer of the markers shall be approved by the State Surveyor's Office. The United States Surveyor General's Office shall be notified of the plat for the installation of the required concrete sidewalk.
- Order Z and Order W are to be considered for the installation of the required concrete sidewalk.
- Order X and Order Y are to be considered for the installation of the required concrete sidewalk.



I HEREBY CERTIFY THAT THIS PLAT SUBMITTED DOCUMENT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THAT I AM A DULY LICENSED LAND SURVEYOR IN THE STATE OF IOWA.

BRADLEY R. GEATER, LS  
NO. 18441

MY LICENSE RENEWAL DATE IS  
DECEMBER 31, 2011

PAID ON SHEETS COVERED BY  
THIS BILL.

**McCLURE ENGINEERING COMPANY**

**M E C results, c o m**

705 First Avenue North  
Des Moines, IA 50319  
515-281-1235  
Fax: 515-281-4203

8101 Birchwood Court, Suite D  
Johnston, IA 50131  
515-984-1239  
Fax: 515-984-1239

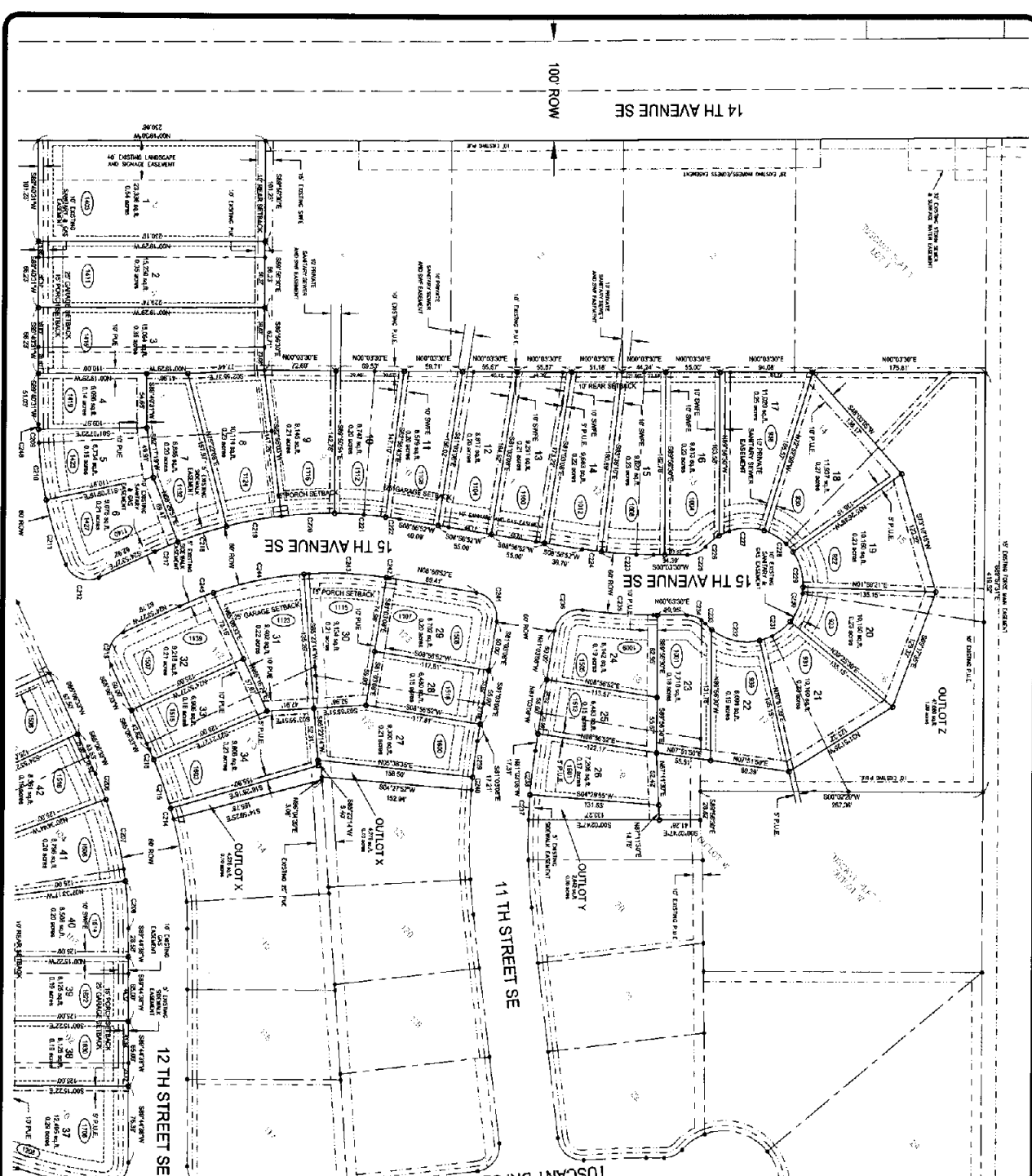
1740 Linnway, Lane  
North Linn, Iowa 52631  
515-263-5252  
Fax: 515-263-5252

TUSCANY PLAT 2  
ALTOONA, IOWA  
2208S  
MAY 2010

DESIGNED BY: CWS  
CHECKED BY: BRG  
DATE: 08-2-10

SCALE: AS SHOWN

FP-01 01/03



**CLAVE TABLE**

NO.	DESCRIPTION	SYMBOL
1	EXISTING LOT	(1)
2	PROPOSED LOT	(2)
3	PROPOSED LOT	(3)
4	PROPOSED LOT	(4)
5	PROPOSED LOT	(5)
6	PROPOSED LOT	(6)
7	PROPOSED LOT	(7)
8	PROPOSED LOT	(8)
9	PROPOSED LOT	(9)
10	PROPOSED LOT	(10)
11	PROPOSED LOT	(11)
12	PROPOSED LOT	(12)
13	PROPOSED LOT	(13)
14	PROPOSED LOT	(14)
15	PROPOSED LOT	(15)
16	PROPOSED LOT	(16)
17	PROPOSED LOT	(17)
18	PROPOSED LOT	(18)
19	PROPOSED LOT	(19)
20	PROPOSED LOT	(20)
21	PROPOSED LOT	(21)
22	PROPOSED LOT	(22)
23	PROPOSED LOT	(23)
24	PROPOSED LOT	(24)
25	PROPOSED LOT	(25)
26	PROPOSED LOT	(26)
27	PROPOSED LOT	(27)
28	PROPOSED LOT	(28)
29	PROPOSED LOT	(29)
30	PROPOSED LOT	(30)
31	PROPOSED LOT	(31)
32	PROPOSED LOT	(32)
33	PROPOSED LOT	(33)
34	PROPOSED LOT	(34)
35	PROPOSED LOT	(35)
36	PROPOSED LOT	(36)
37	PROPOSED LOT	(37)
38	PROPOSED LOT	(38)
39	PROPOSED LOT	(39)
40	PROPOSED LOT	(40)
41	PROPOSED LOT	(41)
42	PROPOSED LOT	(42)

**McCLURE ENGINEERING COMPANY**

**M E C RESULTS, C O M**

1740 Lurline, Lake Park, GA 30137  
 Tel: 404-656-9990  
 Fax: 404-656-9995

8011 Rockwood Court, Suite D  
 Atlanta, GA 30328  
 Tel: 404-423-9111  
 Fax: 404-423-9111

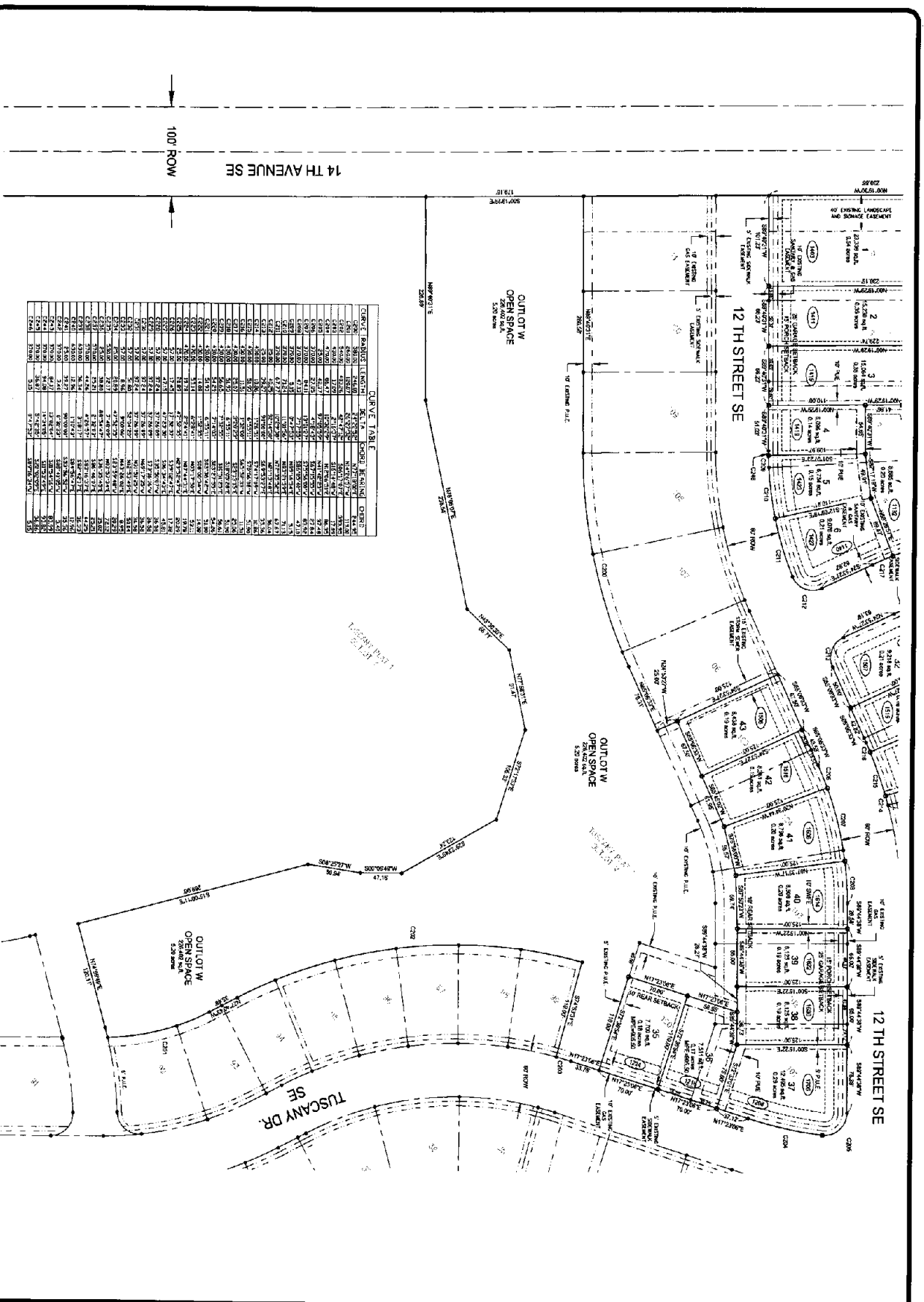
**TUSCANY FINAL PLANT 2**

ATLANTA, GA  
 2200S  
 MARCH 2010

CLASS: FINAL  
 DATE: 02/03

NORTH

1" = 300 FT



**CURVE TABLE**

CHAIN	START	END	LENGTH	BEARING	CHORD BEARING	CHORD LENGTH	PI	PERCENT
1	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
2	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
3	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
4	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
5	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
6	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
7	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
8	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
9	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
10	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
11	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
12	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
13	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
14	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
15	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
16	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
17	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
18	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
19	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
20	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
21	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
22	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
23	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
24	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
25	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
26	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
27	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
28	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
29	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
30	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
31	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
32	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
33	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
34	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
35	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
36	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
37	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
38	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
39	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
40	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
41	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
42	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
43	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
44	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
45	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
46	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
47	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
48	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
49	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
50	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
51	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%
52	115.28	115.28	0.00	N 89° 00' 00" W	N 89° 00' 00" W	0.00	115.28	0.00%

**McCLURE ENGINEERING COMPANY**  
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**TUSCANY FINAL PLAT 2**  
 ALTOONA, IOWA  
 32808  
 MARCH 2010

0 30 60  
 1" = 100 FT

**PREPARED BY:** CAS  
**CHECKED BY:** CAS

**DESIGNED BY:** RWA  
**DATE:** 03/03