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Scott County Iowa  
Rita A. Vargas Recorder

File 2008-00009912

Recorder's Cover Sheet

Preparer Information:  
Vollertsen Britt & Gorsline, PC  
101 W 3<sup>rd</sup> Street  
Davenport, IA 52807

Return Document To:  
Vollertsen Britt & Gorsline, PC  
101 W 3<sup>rd</sup> Street  
Davenport, IA 52807

Legal Description:  
See Attached

**AMENDED AND RESTATED  
DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS  
FOR THE HIGHLANDS THIRD ADDITION**

We, the undersigned being at least seventy-five percent (75%) of the forty-two (42) Lot Owners of The Highlands Third Addition to the City of Bettendorf, Iowa, and members of The Highlands Home Owners Association, Inc. do hereby amend and restate the Declaration of Restrictive and Protective Covenants for The Highlands Third Addition to the City of Bettendorf, Iowa found within the platting procedure of The Highlands Third Addition, dated May 13, 2003, and filed July 25, 2003, as Document #2003-38780 records of the Recorder's Office of Scott County, Iowa.

Therefore, The Declaration of Restrictive and Protective Covenants for The Highlands Third Addition is hereby amended and restated as follows:

**ARTICLE I**

The name of the Declarant is THE HIGHLANDS THIRD ADDITION HOME OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 4017 Charles Court, Bettendorf, Iowa, 52722, but meetings of members and Directors may be held at such places within the State of Iowa, County of Scott, as may be designated by the Board of Directors.

Declaration shall mean and refer to the Declaration of Covenants and Restrictions applicable to The Properties recorded in the Office of the Scott County, Iowa, Recorder as Document No. 2003-38780. Now, therefore, the Declarant does hereby adopt the following Restrictive and Protective Covenants and do impose and burden each lot with said covenants, conditions and easements as are herein expressed and which shall be covenants running with the land.

## ARTICLE II

### PURPOSE AND DECLARATION

That Declarant deems it wise and expedient to subject its homeowners to a plan of mutual maintenance for lawn care and snow removal from driveways and sidewalks and provide subsequent owners with the privileges and rights of fee simple ownership of the units and delineated lots. Declarant further excludes any other mutual maintenance and repair to the grounds and buildings. Now, therefore, the Declarant does hereby adopt the following Restrictive and Protective Covenants and Condition and impose and burden each lot with said covenants, conditions and easements as are herein expressed which shall be covenants running with the land.

## ARTICLE III

### DEFINITIONS

As used herein the underscored words shall mean:

1. Lot. An ascertainable parcel of real estate delineated and identifiable by number, letter, or both, from a recorded plat.
2. Owner. That person or persons whose estate or interest individually or collectively aggregate legal or beneficial fee simple ownership of a unit.
3. Wall in Common (or Common Wall). As defined in the Code of Iowa, but including wood.
4. Association. A non-profit corporation to be formed to provide for management of all of the property (Lots 1 through 42, inclusive, in The Highlands Third Addition to the City of Bettendorf, Scott County, Iowa) subject to this declaration to be known as THE HIGHLANDS THIRD ADDITION HOMEOWNERS ASSOCIATION, INC.
5. Declaration. Shall mean and refer to the Declaration of Covenants and Restrictions applicable to The Properties recorded in the Office of the Scott County, Iowa, Recorder as Document No. 2003-38780.

## ARTICLE IV

### PARTY WALLS

1. General Rules of Law to Apply. Each wall which is built as part of the original construction of any duplex upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use, as restricted by the provisions of Article VIII of this Declaration. In the event that the need for maintenance is caused through the willful or negligent act of one of the Owners, his family, guests, tenants or invitees, the cost of such maintenance shall be paid by that Owner.
3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the Owners who make use of the wall shall restore it, subject to the provisions of Articles VII and VIII hereunder, and the Owner or Owners who make use of the wall shall contribute to the cost of restoration thereof in proportion to such use, as provided in Articles VII and VIII of this Declaration, without prejudice, however, to the right of any of such Owners to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.
4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.
6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, the decision regarding such dispute shall be by a majority vote of all the arbitrators. The arbitration shall be carried out under the rules of the American Arbitration Association, and pursuant to Chapter 679A of the Iowa Code, 2007. The decision of the arbitrators shall be binding upon the parties.

## ARTICLE V

### THE ASSOCIATION

1. "Association" shall mean and refer to THE HIGHLANDS THIRD ADDITION HOMEOWNERS ASSOCIATION, INC., an Iowa non-profit corporation, its successors and assigns. The Articles of Incorporation of The Highlands Third Addition Homeowners Association, Inc. are attached hereto as Exhibit "A".
2. Each person or entity holding legal or beneficial title to any unit shall be a member of the Homeowners Association, entitled to the rights and privileges of ownership and subject to its obligations and duties. Such membership shall be inseparable from Lot or Unit ownership and shall be otherwise non-transferable or assignable.
3. The Association through its Board of Directors shall establish, levy and collect the annual assessment from the owner of each unit an:
  - a. Annual Assessment reasonably calculated to pay for lawn care, and snow removal on driveways and sidewalks.
  - b. Payment of the assessment shall be the personal continuing obligation of the Owner and survive his transfer of title and lien upon the Lot and Unit when placed of record until paid.
  - c. The Association, through its Board of Directors shall effect, by contract, lawn care and snow removal from driveways and sidewalks.
  - d. The Association may purchase policies of insurance, make rules and regulations concerning the number and size of pets, the storage of recreational vehicles, the storage and disposal of trash and garbage, and the non-recreational use of the grounds.
  - e. Notwithstanding any provision herein, no Mortgagee who takes title to a unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for the unpaid dues of charges attributable to such unit accruing prior to the acquisition of title to such unit by Mortgagee, including but not necessarily limited to the acceptance of a deed or assignment in lieu of foreclosure.
4. BOARD OF DIRECTORS: Those unit owners annually elected to manage the affairs of the Association.
5. COMMON PROPERTIES shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the Owners.
6. LIVING UNIT shall mean and refer to any portion of a building situated upon The Properties designated and intended for use and occupancy as a residence by a single family.

## ARTICLE VI

### RIGHT OF OWNERSHIP AND ENJOYMENT

1. Declarant and Successive Owners. Owners of each lot or unit shall have full rights of fee simple ownership to the lot to which he has record title, subject only to:
  - a. Covenants, conditions, easements and restrictions of record, including those contained in this Declaration.
  - b. The rules and regulations established by the Association.
  - c. The duty of the member, inseparable from title, to hold and maintain membership in the Association.
  - d. The duty of the owner to secure and maintain a policy of Standard Form Homeowners Fire and Extended coverage insurance to the full insurable replacement value of the unit.
  - e. The Owner or Realtor must provide any renter or purchaser with a copy of the Association Covenants and By-Laws at the time any rental, lease or sale agreement is signed by both parties.
  - f. The duty of the owner to pay regular and special assessments as levied by the Board within 30 days following the date of levy.
  - g. Effect of non-payment of assessments and remedies of the association. Any monthly assessment not paid within fifteen (15) days after the due date shall be delinquent. The assessment shall bear interest from the date of delinquency at the rate of ten percent per annum (10%) and a late fee of ten dollars (\$10) per month if not paid by the 15<sup>th</sup> of the month. Such a delinquency of any monthly assessment shall give the Association the right to accelerate and declare the remainder of the entire assessments for the calendar year immediately due and payable. The Association may bring any action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property by an action in equity. In any such actions, late fees, costs and reasonable attorney's fees shall be added to the amount of the delinquent assessments and collected as part of said judgment. In the event of such a foreclosure, if the Association waives any and all rights to a deficiency judgment against the Owner, the period for redemption as provided by the statutes of the State of Iowa shall be reduced to six (6) months from the date of foreclosure sale. Any lot ultimately acquired by the Association through Sheriff's Deed after such foreclosure shall be sold by the Association within a reasonable time either at public or private sale, and any surplus remaining after the payment of all assessments, late fees, costs, and attorney's fees shall be paid over to the former Owner of said Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.
  - h. The duty of the owner to comply with structural and cosmetic standards established by the Board.

- i. The duty of the owner to use each unit only as single-family residential dwellings.
  - j. The duty of each owner to allow access to the Association, its Board of Directors, and its Agents in the removal of snow from driveways and sidewalks and lawn care.
  - k. To proceed to the timely repair to or replacement of the Unit for loss occasioned casualty or otherwise.
2. Owner maintenance obligations - it is understood that each owner of each residence as located within the "properties", shall be responsible for the maintenance of his own residential unit, including exterior maintenance, roof repair, concrete replacement, lawn repair, landscaping repair and maintenance or other repair as necessary. The Association has not established any reserves for these purposes and has no obligations as to such matters. It is also understood that areas to be mowed and have snow removed will not be obstructed by the respective owner.

## ARTICLE VII

### INSURANCE

1. The Owner of each and every unit shall purchase and maintain a policy of Standard Form Homeowners Fire and Extended Coverage Insurance to the full insurable replacement value of the owned unit as annually determined by the Carrier. Such insurance shall be purchased from the insurance company OF THE OWNERS CHOICE. Proof of annual insurance coverage shall be provided to the Association Treasurer. Such owner shall apply for and devote the proceeds from any loss to the reconstruction and repair of the damage occasioned by such loss and if such proceeds are insufficient, to pay the excess cost to the full extent of the actual loss.
2. In the event of failure to provide insurance as provided herein, the Association shall have the right to obtain such insurance and to assess the cost of premium thereof against the unit.
3. The approval of the Architectural Control Committee shall be first secured by any owner seeking the repair, replacement or maintenance to the grounds or structure.
4. All work in repair, replacement, addition or restoration shall be timely commenced and completed, and insofar as is possible, in accord with the original plans and specifications and harmonious with all other units.
5. Each Owner shall and does agree to hold the Association and each other unit Owner harmless from any claim arising out of or incurred in conjunction with any such repair, restoration or replacement.

## ARTICLE VIII

### EASEMENTS

1. The use of each and every Lot subject to this Declaration shall be burdened with:
  - a. Easements, restrictions, covenants, conditions and building lines of record.
  - b. Easement of Access for Maintenance. The Association and such persons as may be engaged by the Association for maintenance purposes, shall have the right to enter upon the driveways and yards of any residence site or Lot for the performance of maintenance at any reasonable time.
  - c. Each Lot Owner shall grant to each other Lot Owner as required an easement at a mutually convenient area for the installation and use of a sanitary sewer, so as to enable each unit owner to avail himself of a connection to a sanitary sewer, together with the right of each unit Owner, The Board of Directors of the Association or Agents of either, to construct, lay, repair and maintain such connection and sewer, including the right of access by ingress and egress to affect such connection, repair or maintenance and the cost attributable thereto, including restoration of the land, shall be borne by the benefited user(s) and not the Association in proportion to the benefit conferred, except as to acts attributable to the negligence of a user, his Agent, Tenant or invitee.
  - d. Each Lot Owner shall grant to each other Lot Owner as the conditions and context require, an easement at mutually convenient area for the installation and use of electric, telephone and cable TV service lines, so as to enable each unit Owner to avail himself of a connection by electric, telephone and cable TV service lines, together with the right of each unit Owner, the Board of Directors of the Association or the Agents of either, to construct, lay, repair and maintain such connection, lines and facilities, including the right to access by ingress and egress and the cost attributable thereto shall be borne by the benefited user and not the Association in proportion to the benefit conferred, except as to acts attributable to the negligence of a user, his agent, tenant or invitee.
  - e. A Guide to the Areas subject to this Grant of Easement shall be the present location of the sewer, telephone, electric and cable TV service lines.



## ARTICLE IX

### ARCHITECTURAL CONTROL

1. Scope of Architectural Control. No building, fence, wall or other structure, shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, elevation, materials, color and location of the same shall have been submitted and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Control Committee composed of three (3) or more representatives approved by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design, color, and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the requirements of this Article will be deemed to have been met. The following are expressly prohibited.
  - a. Fences
  - b. External roof antennas for television or radio, "dish" antennas or free-standing towers or antennas of any kind, except that satellite dishes thirty (30) inches in diameter or smaller may be used subject to approval of their location by the Board of Directors of the Association and the Architectural Control Committee.
  - c. Clotheslines
  - d. Outbuildings
  - e. Dog runs or other physical structure used to contain pets. Invisible fences however may be used.
  - f. Swing sets or children's play-type equipment.
2. Reasons for Architectural Control. The primary purpose of the Architectural Control, properly exercised, is to protect the value of all properties in the development. This control is not to be viewed as a means for suppressing expressions of individuality. Secondary purposes of Architectural Control are:
  - a. To give the Owners and Renters essential information regarding the development.
  - b. To offer advice to insure the best possible solution of the design problem for all concerned.
  - c. To help insure the neighborhood that nothing shall be done on any Lot which would impair the attractiveness of any Lot.

## ARTICLE X

### SPECIFIC PROVISIONS AND USE RESTRICTIONS

1. Type of Housing Structures. No housing structures inconsistent with the concepts initially promulgated by Declarant or subsequently approved by the Architectural Control Committee or Board of Directors of the Association shall be permitted. Duplex units may be constructed on two contiguous Lots.
2. Completion. Construction of each building shall be substantially completed within one year after start of construction. Exterior of the building, sidewalks and driveways must be complete within six (6) months.
3. Storm Doors. All storm doors must be of a full view, either in white or painted to match the color of the siding of the building.
4. Landscaping Areas and Preservation of Natural Habitat. The Board of Directors of the Association may specify certain areas for additional landscaping beyond that provided in the base purchase price for any Lot. No shrubbery or trees shall be planted except in the landscaped areas, to be designated by the Architectural Control Committee. No plants in any landscaped area may exceed 36" in height. In the event a Lot owner wished to use an additional area of the Lot for landscaping the Lot owner shall request in writing such additional area. The request shall be made to the Architectural Control Committee.
  - a. All existing trees, bushes and shrubs shall be protected and preserved in their native state as much as possible, except as may interfere with the dwelling unit. Each lot owner shall make every effort to preserve all ornamental and shade trees throughout the Subdivision.
  - b. Plantings and landscaping cannot interfere with the mowing and snow removal.
5. Adoption of Codes. In order to maintain reasonable control of construction for the benefit and safety of the residents, and to fully comply with all legal requirements, all construction shall be done under the requirements of the latest edition of the Building Codes in effect in the City of Bettendorf, Scott County, Iowa.

6. Exterior Maintenance. The Association shall provide lawn care and snow removal upon each Lot, and shall provide for other activities and expenditures, which are subject to assessment hereunder. All building maintenance, repair and replacement shall be the responsibility of the individual residence owner, with each owner responsible to maintain the uniform appearance of the residences in accordance with the rules and regulations of the Association.
7. Type of Use. Each Lot shall only be used for one half of a duplex dwelling, which lots shall be used for one single family dwelling. Any duplex shall be constructed on two Lots, with one residential unit on each lot.
8. Use Restrictions
  - a. No trailer, basement, tent, shack, garage, barn or other out building on the Properties shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence. In addition, no outbuilding, shed or structure of any kinds shall be constructed or located upon any Lot to be used for storage or for any other purpose.
  - b. Motorcycles, all terrain vehicles, trucks, trailers, boats, boat trailers, mobile homes, motor homes, campers, camper trailers and other motorized vehicles, except family automobiles, shall not be parked nor stored on any Lot or adjoining street except in the garage.
  - c. No automobiles, pickup trucks, trailers, motorcycles, boats, dog houses and/or other structures including garbage cans may be parked or stored on the lawns.
  - d. Due to the unsightliness and possible annoyance to the other residents of the properties, no work such as dismantling or repairing of automobiles, boats or any machinery or any similar vehicles or machinery shall be permitted in driveways, streets or outside of garages throughout the Properties.
  - e. Firewood may be stored on any Lot only in such a manner which in no way becomes offensive to the immediate surrounding Lot owners.
  - f. No signs of any kind shall be displayed to the public's view on any Lot except one professional sign of not more than three (3) square feet, advertising the property for sale or rent, or signs used by the developer-owner and builder to advertise the property during the construction and sales period.
  - g. No obnoxious nor offensive trade shall be conducted on any Lot in the Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Lot owners in the Properties. No solicitation by an owner or business is allowed.
  - h. The following exterior lights are not permitted on or within the Lots or the Properties:

1. Mercury vapor lights
2. Insect control lights or devices.

- i. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage, rubbish and other waste shall not be kept except in sanitary containers or other equipment for the storage or disposal thereof by the City of Bettendorf. All containers will be kept in a clean and sanitary manner.
- j. The owner of each lot shall keep his Lot free of weeds and debris.

## ARTICLE XI

### PETS

1. Limitations of Pets. The pet owner will comply with Bettendorf City code with regard to licensing, vaccination, running at large, barking and vicious animals. There shall be no more than two animal household pets residing on any Lot. This restriction shall be binding upon each Owner of said Lot, his tenants or contract purchasers residing on such Lot. In addition, no Lot owner shall keep, maintain or use any portion of the Lot as a dog kennel, dog run, dog pen or enclosure. No Lot owner shall keep a dog tied outside of the residence. Pet owners are required to clean up any and all solid pet waste to prevent lawn damage and tracking to other properties.
2. Leash Restrictions: Whenever any house pet is outside the building located upon any Lot, such house pet must be kept either on a leash of sufficient strength to restrain such pet and must be accompanied by a person in charge of such pet, or within an invisible fence sufficient to prevent its running at large.
3. Exceptions: The restrictions of this Article shall not apply to fish or birds as household pets.

## ARTICLE XII

### GENERAL

1. Each Owner and the Association shall have the right to enforce any of the covenants and conditions now or hereafter adopted in proceedings at law or at equity, other than the collection of assessments, the right which shall be vested solely in the Association, to which amount shall be added interest, cost and reasonable attorney's fees.
2. These covenants and restrictions shall run with and bind the land for a period of 21 years from the date this Declaration is recorded. This Declaration may be amended during the first twenty-one (21) year

period by an instrument signed by not less than seventy-five percent, (75%), of the Lot Owners, and thereafter by an instrument signed by not less than fifty one percent, (51%), of the Lot Owners. Any amendment must be recorded to be binding.

3. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

DATED this 10th day of March 2008.

THE HIGHLANDS THIRD ADDITION HOME OWNERS ASSOCIATION, INC.

By *Dale Kinney*  
Dale Kinney, President

Mar. 7. 2008 1:06PM

the first twenty-one (21) year period by an instrument signed by not less than seventy-five percent, (75%), of the Lot Owners, and thereafter by an instrument signed by not less than fifty one percent, (51%), of the Lot Owners. Any amendment must be recorded to be binding.

3. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

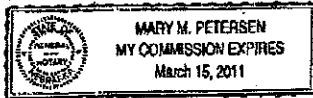
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE HIGHLANDS THIRD ADDITION HOME OWNERS ASSOCIATION, INC.

By Dale Kinney, President

X Lot #1  
By [Signature]

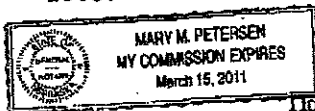
Subscribed and sworn to before me by the said Pete de Vay this 10 day of March, 2008.



Mary M. Petersen  
Notary Public

X Lot #2  
By [Signature]

Subscribed and sworn to before me by the said Pete de Vay this 10 day of March, 2008.



Mary M. Petersen

Lot #1  
By \_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public

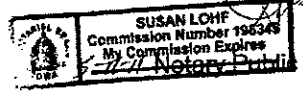
Lot #2  
By \_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public

Lot #3  
By Philip Nunn  
Philip Nunn

Subscribed and sworn to before me by the said Philip Nunn  
this 10<sup>th</sup> day of March, 2008.

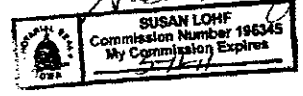


*Susan Lohf*

Lot #4  
By Jane Campagna  
Jane Campagna

David H. Campagna  
David H. Campagna

Subscribed and sworn to before me by the said David H. & Jane Campagna  
this 10<sup>th</sup> day of March, 2008.



Notary Public

Lot #5

By Kathryn A. Ludwig  
Kathryn A. Ludwig

Subscribed and sworn to before me by the said Kathryn A. Ludwig  
this 10<sup>th</sup> day of March, 2008.



Notary Public

Lot #6

By Donald Phillips  
DONALD PHILLIPS

Subscribed and sworn to before me by the said Donald Phillips  
this 10<sup>th</sup> day of March, 2008.

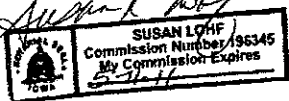


Notary Public

Lot #7

By Jacqueline M. Stokes James A. Stokes III  
Jacqueline M. Stokes JAMES A. STOKES III

Subscribed and sworn to before me by the said James A. Stokes, III + Jacqueline M. Stokes  
this 25<sup>th</sup> day of March, 2008.



Notary Public

Lot #8

By \_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public



THE HIGHLANDS THIRD ADDITION HOMEOWNERS ASSOCIATION, INC.

BALLOT TO AMEND AND RESTATE DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

LOT #9.  
By Lynsey Engels

Subscribed and sworn to before me by the said Lynsey Engels  
and \_\_\_\_\_ this 4<sup>th</sup> day of April 2008.



Lori Levetzow  
Notary Public

Lot #9  
By \_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public

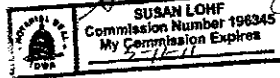
Lot #10  
By \_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public

Lot #11  
By Gerald G. Weber \_\_\_\_\_

Gerald G. Weber  
Subscribed and sworn to before me by the said Gerald G. Weber  
this 10<sup>th</sup> day of March, 2008.



Notary Public

Lot #12  
By Dale Kinney & Mary Ellen Kinney

Subscribed and sworn to before me by the said Dale Kinney & Mary Ellen Kinney  
this 6<sup>th</sup> day of March, 2008.



Notary Public

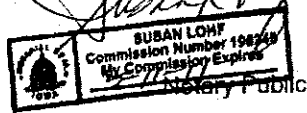
Lot #13

By

John L. Ward  
John L. Ward

Kathleen H. Ward  
Kathleen H. Ward

Subscribed and sworn to before me by the said John & Kathleen Ward  
this 10 day of March, 2008.



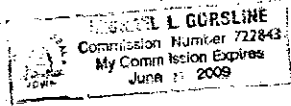
Lot #14

By

Howard A. Gosh  
Howard A. Gosh

Susan Lohf  
Susan Lohf

Subscribed and sworn to before me by the said Howard A. & Susan Lohf  
this 10th day of March, 2008.



Michael Gosh  
Michael Gosh

Notary Public

Lot #15

By

Lynn Buettner  
Lynn Buettner

Gary A. Buettner  
Gary A. Buettner

Subscribed and sworn to before me by the said Gary A. & Lynn Buettner  
this 10th day of March, 2008.



Susan Lohf  
Susan Lohf

Notary Public

Lot #16

By

Bill Barker  
Bill Barker

Subscribed and sworn to before me by the said Bill Barker  
this 10th day of March, 2008.



Susan Lohf  
Susan Lohf

Notary Public

Lot #17  
By Dennis E. Louck Elizabeth M. Louck  
Dennis E. Louck Elizabeth M. Louck

Subscribed and sworn to before me by the said Dennis E. & Elizabeth M. Louck  
this 10<sup>th</sup> day of March, 2008.



*Susan Lohf*

Notary Public

Lot #18  
By David L. Bruch Pat Bruch  
DAVID L. BRUCH PAT BRUCH

Subscribed and sworn to before me by the said David & Pat Bruch  
this 10<sup>th</sup> day of March, 2008.



*Susan Lohf*

Notary Public

Lot #19  
By \_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public

Lot #20  
By \_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public

Mar. 7. 2008 1:06PM

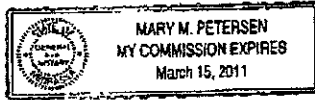
No. 2924 P. 4

Notary Public

Lot #18

By \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
Patrick Day this 10  
day of March  
2008.



*Mary M. Petersen*  
Notary Public

X Lot #19  
By \_\_\_\_\_

*ADJ*

Subscribed and sworn to before me by the said \_\_\_\_\_  
Patrick Day this 10  
day of March  
2008.

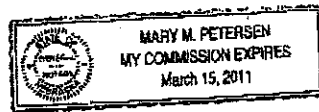


*Mary M. Petersen*  
Notary Public

X Lot #20  
By \_\_\_\_\_

*ADJ*

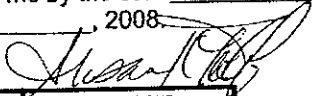
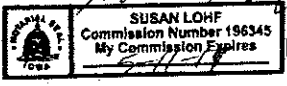
Subscribed and sworn to before me by the said \_\_\_\_\_  
Patrick Day this 10  
day of March  
2008.



*Mary M. Petersen*  
Notary Public

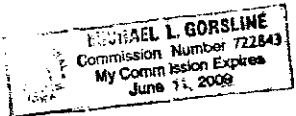
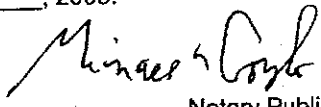
Lot #2  
By Robert McAllen by BOA Ken Koehler

Subscribed and sworn to before me by the said  
this 25<sup>th</sup> day of MARCH, 2008.

  
 Notary Public

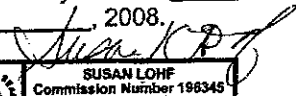
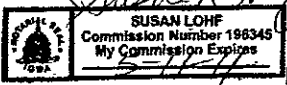
Lot #22  
By Peter Davis

Subscribed and sworn to before me by the said PETER DAVIS  
this 10<sup>th</sup> day of MARCH, 2008.

  
 Notary Public

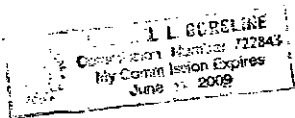
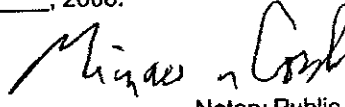
Lot #23  
By R.B. Koehler R.B. KOEHLER

Subscribed and sworn to before me by the said  
this 25<sup>th</sup> day of MARCH, 2008.

  
 Notary Public

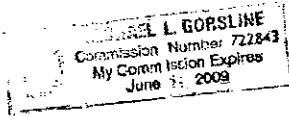
Lot #24  
By Ruth VanDeest

Subscribed and sworn to before me by the said Ruth VanDeest  
this 10<sup>th</sup> day of MARCH, 2008.

  
 Notary Public

Lot #25  
By Stewart Heston

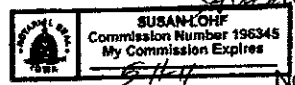
Subscribed and sworn to before me by the said Stewart Heston  
this 10 day of March, 2008.



Minae A. Cook  
Notary Public

Lot #26  
By Tracy A. Miller

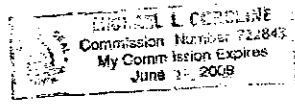
Subscribed and sworn to before me by the said Tracy A. Miller  
this 15 day of March, 2008.



Susan Lohf  
Notary Public

Lot #27  
By Jonathan D. George

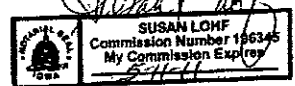
Subscribed and sworn to before me by the said Jonathan D. George  
this 10<sup>th</sup> day of March, 2008.



Minae A. Cook  
Notary Public

Lot #28  
By Arduith M. Steine Ken Steine

Subscribed and sworn to before me by the said Arduith + Ken Steine  
this 10<sup>th</sup> day of March, 2008.



Susan Lohf  
Notary Public

THE HIGHLANDS THIRD ADDITION HOMEOWNERS ASSOCIATION, INC.

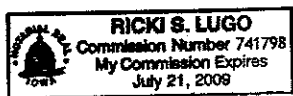
BALLOT TO AMEND AND RESTATE DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

LOT #29.

By *Janis Todd* \_\_\_\_\_

Subscribed and sworn to before me by the said *Janis Todd*  
and \_\_\_\_\_ this *1<sup>st</sup>* day of ~~*March*~~ *April* 2008.

*Ricki Lugo*  
Notary Public





Lot #29

By \_\_\_\_\_

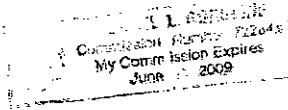
Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public

Lot #30

By Down L. Kelly \_\_\_\_\_

Subscribed and sworn to before me by the said Down L. Kelly  
this 10<sup>th</sup> day of March, 2008.



Michael J. Conboy  
Notary Public

Lot #31

By \_\_\_\_\_

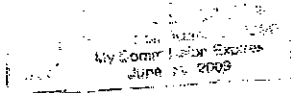
Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public

Lot #32

By Ruth Fortman \_\_\_\_\_

Subscribed and sworn to before me by the said Ruth Fortman  
this 10<sup>th</sup> day of March, 2008.



Michael J. Conboy  
Notary Public

Lot #29

By \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2008.

Notary Public

Lot #30  
By Donna L. Kelly  
\_\_\_\_\_

Subscribed and sworn to before me by the said DONNA L. KELLY  
this 10<sup>th</sup> day of MARCH  
\_\_\_\_\_, 2008.



Michael Gorbline  
Notary Public

Lot #31  
By Mr. Rudy  
CARDIAC SURGERY ASSOCIATES

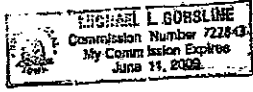
Subscribed and sworn to before me by the said MICHAEL KUBOWSKI  
this 1 day of APRIL  
\_\_\_\_\_, 2008.



Christine A. Kocanda  
Notary Public

Lot #32  
By Ruth Fortman  
\_\_\_\_\_

Subscribed and sworn to before me by the said RUTH FORTMAN  
this 10<sup>th</sup> day of MARCH  
\_\_\_\_\_, 2008.



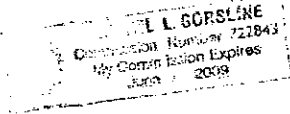
Michael Gorbline  
Notary Public

Lot #33

By

Terri Basile Ron Basile

Subscribed and sworn to before me by the said Terri Basile  
this 10th day of MARCH, 2008. Ron Basile



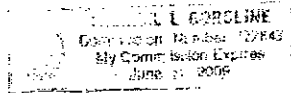
Mina n Gosh  
Notary Public

Lot #34

By

Marlene Duclos

Subscribed and sworn to before me by the said Marlene Duclos  
this 10th day of MARCH, 2008.



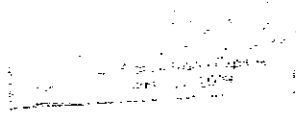
Mina n Gosh  
Notary Public

Lot #35

By

James M O'Brien

Subscribed and sworn to before me by the said James M O'Brien  
this 10th day of MARCH, 2008.



Mina n Gosh  
Notary Public

Lot #36

By

\_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public

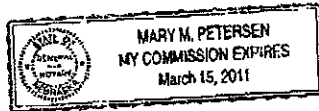
Mar. 7. 2008 1:06PM

No. 2924 P. 5

Notary Public

X Lot #36  
By *[Signature]*

Subscribed and sworn to before me by the said Patrick Day  
this \_\_\_\_\_  
10 day of March  
2008.



*Mary Petersen*  
Notary Public

*[Faint handwritten marks]*

Lot #37  
By \_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public

Lot #38  
By \_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public

Lot #39  
By \_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public

Lot #40  
By \_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public

THE HIGHLANDS THIRD ADDITION HOMEOWNERS ASSOCIATION, INC.

BALLOT TO AMEND AND RESTATE DECLARATION OF RESTRICTIVE AND  
PROTECTIVE COVENANTS

LOTS #37, 38, 39, 40 and 41.

By *[Signature]* 3/12/08

Subscribed and sworn to before me by the said Daniel R Millage  
and \_\_\_\_\_ this 12 day of March 2008.

*Donna A Ray*  
Notary Public





Lot #41

By \_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public

Lot #42

By \_\_\_\_\_

Subscribed and sworn to before me by the said \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public