

EXHIBIT C
BYLAWS OF

THE COMMONS AT ENGLISH GLEN FIFTH HOMEOWNERS ASSOCIATION, INC.
(A nonprofit Iowa limited liability company organized under Chapter 504 Iowa Code)

ARTICLE I

Scope and Definitions

1. The following are Bylaws of The Commons at English Glen Fifth Homeowners Association, Inc., a nonprofit corporation organized under Chapter 504, Code of Iowa, which govern the council of co-owners established by the Protective Covenants and Restrictions of The Commons At English Glen Fifth Addition Subdivision (the "Covenants"), which subdivision is situated in Linn County, Iowa.

2. The term "Subdivision" means the Subdivision known as The Commons At English Glen Fifth Addition Subdivision, and situated and located on the following described real estate situated in Linn County, Iowa, to-wit:

**Parcels A and B, Plat of Survey No. 2407 as recorded in Book 10606
Page 46 of the records of the Linn County, Iowa Recorder on April 6,
2020, being a part of the SW ¼ of the SE ¼ of Section 29-84-6, City of
Marion, Linn County, Iowa.**

(Collectively referred to herein as the "Real Estate")

The Commons At English Glen Fifth Addition Subdivision (the "Subdivision") is located on the Real Estate and includes Lots 5-37, inclusive, (collectively "Lots" and individually a "Lot"), as well as Outlots A and D and a Outlot B an C, which are designated for a public roadway. The Subdivision is situated in the County of Linn, and State of Iowa.

3. The term "person" shall include a corporation, trust or other entity or representative. All references in the plural or singular shall include the other according to context, and all references to gender shall include male, female or neuter according to context.

ARTICLE II

Members and Voting Rights

1. Subject to the qualifications set forth in paragraph 2 below, the owners of record of any Lot (excluding Lots 1-4, Outlot A, Outlot B, Outlot C and Outlot D) shall

constitute the members of the corporation, and membership shall automatically cease when the record ownership of such Lot is terminated. A member may not resign his or her membership and at the same time maintain ownership of his or her Lot. The Developer of the Subdivision shall be a member and have the rights of membership with respect to unsold Lots that have been submitted to the Subdivision.

2. If ownership is acquired or terminated by instrument of transfer but not of record, or, if acquired or terminated other than by way of instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present to the Board of Directors of the corporation evidence satisfactory to it of facts evidencing lawful ownership status. A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the owner or property right in respect to which he is serving.

3. Each owner shall be entitled to cast that number of votes on each matter coming before the meeting as provided in the Covenants.

(a) For the purposes of the conducting of meetings and voting at meetings, the Developer, if an owner of one or more Lots, shall be considered included within the term "owner" for the purposes of these Bylaws. Voting rights shall be determined in accordance with the Covenants. When more than one person holds an interest in any Lot, all such persons shall be members. The votes for such Lot shall be exercised as they among themselves determine, but in no event shall the votes held for one Lot be split.

(b) Multiple Owners. Where the owner of a Lot constitutes more than one (1) person, there shall be only one (1) voting representative entitled to the votes allocable to that Lot. In the event the owners of one (1) Lot cannot agree on how votes shall be cast, they shall forfeit their voting right on such issue as fractional voting shall not be permitted.

(c) Voting by Corporation or Trust. Where a corporation or trust is an owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the Board of Directors of such corporation shall cast the vote to which the corporation is entitled. A mortgagee may not be entitled to vote unless the mortgagee has become an owner of a Lot.

(d) Proxy. An owner may vote either in person or by his/her duly authorized and designated attorney-in-fact. Where voting is by proxy, the owner shall duly designate his/her attorney-in-fact in writing, delivered to the Association prior to the commencement of the meeting.

(e) Quorum. Except as otherwise expressly provided in the Covenants or these Bylaws, fifty percent (50%) of the votes entitled to be cast on a matter must be represented at a meeting of members to constitute a quorum on that matter.

ARTICLE III

Membership Meetings

1. The annual meeting and any regular or special meeting shall be held within Linn County, Iowa, and all such meetings shall be held at such particular time and place (which may or may not be at the registered office of the corporation), as is set forth in the Notice thereof.

2. At any annual, regular or special meeting, the presence of members, in person or by proxy, who are entitled to cast a majority of the total number of votes outstanding as determined by the Covenants shall constitute a quorum for the transaction of business. All actions taken by the members or submitted to them for consideration shall be carried or approved upon the favorable vote of a majority of the votes represented and entitled to be cast at the meeting unless a different rule is provided herein or by the Articles of Incorporation, Covenants, Bylaws or any agreement to which the Association is a party. If neither the President nor Vice-President is available to preside, a chairperson shall be elected.

3. A special meeting of the members may be called by the Developer, the President or, in the event of his absence or disability, by the Vice-President or by any one Director or by such number of members who are entitled collectively to cast at least fifty percent (50%) of the total number of votes outstanding and entitled to be cast.

4. It shall be the duty of the Secretary or his or her designate to give written notice to members of the time and place of the annual meeting and any regular meeting. The person or persons calling a special meeting pursuant to paragraph 3 shall give like written notice of the time and place of such special meeting. All notices shall set forth the purpose or purposes for which the meeting will be held and no action shall be taken at a special meeting, which is not directly related to the purposes of the special meeting as defined in said notice.

5. At all meetings the order of business shall consist of the following:

- A. Election of chairperson, if required.
- B. Calling roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of officers, if applicable.
- F. Reports of committees, if applicable.
- G. Election of inspectors of election, if applicable.
- H. Election of directors, if applicable.
- I. Unfinished business.
- J. New business.

K. Adjournment.

Robert's Rules of Order shall govern unless specifically superseded.

6. At all membership meetings, the presence of an owner and the exercise of the voting rights of the owner by proxy shall be permitted and recognized, provided such proxy must be in writing and signed by all persons possessing an ownership interest in the Lot in question and shall set forth the period for which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

7. The Secretary shall fix the record date for membership votes prior to any membership meeting. The record date for determining the members entitled to notice of a meeting is the close of business on the day preceding the mailing of the notice of that meeting. The record date for determining the members entitled to vote at a meeting is the date of the meeting.

8. After fixing a record date for notice of a meeting, the Secretary shall prepare an alphabetical list of the names of its members who are entitled to notice of the meeting. The list shall show the address of each member and the number of votes each member is entitled to cast at the meeting. The Secretary shall also prepare on a current basis through the time of the membership meeting a list of members, if any, who are entitled to vote at the meeting but were not entitled to notice of the meeting at the time notice was given. The Secretary shall make each list available as provided in Section 504.711 of the Iowa Code.

9. Notice shall be given by mailing or delivering the same not less than ten (10) nor more than sixty (60) days, or if notice is mailed other than by first class or registered mail, not less than thirty (30) days, prior to the date of the meeting. A mailed notice shall be duly given if addressed to the member at his or her address of record listed in a local telephone directory, unless at the time of giving of such notice, he or she has in writing directed a different mailing address to be carried on the rolls of the corporation. Where a Lot is owned in common or jointly, notice is duly given to the person named in the certificate required by paragraph 3 of Article II.

10. The annual meeting of the members shall be held on the second Tuesday of each October at 7 p.m. local time, provided the first annual meeting shall not be held until such date in the year 2022, provided the initial Board of Directors may call an annual meeting prior to such date if such Board elects, all pursuant to the provisions of the Covenants in which the Developer as the initial Board of Directors has retained the right to name all directors until such time. The provisions of this paragraph shall not inhibit the calling or holding of any special meeting. At each annual meeting, the President and Treasurer shall report on the activities and financial condition of the corporation. The members shall consider and act upon other such matters as may be raised consistent with the notice and quorum requirements set forth in these Bylaws.

ARTICLE IV

Board of Directors

1. The corporation and its affairs shall be governed, managed, and administered by a Board of Directors. The initial Board is one (1) in number and the initial director shall be Dylan Robson. The term of the initial director shall commence on the day the Articles of Incorporation are filed with the Iowa Secretary of State and shall be five (5) years or shorter if the initial director resigns prior to the end of his initial term. The initial Board need not be members of the corporation. At the expiration of the term of the initial director and thereafter, the Board of Directors shall be selected from the members of the corporation. An officer or designated agent of a corporate member may serve as a director.

2. From and after the expiration of the term of the initial director, the Board of Directors shall be three (3) in number. At such time, the full complement of three (3) directors shall be elected. Thereafter the term of office for each director shall be two (2) years, except following the expiration of the term of the initial director one (1) director shall be elected for a one (1) year term, one (1) director shall be elected for a two (2) year term, and one (1) director shall be elected for a three (3) year term so that at each annual meeting thereafter the term of office of one member of the Board shall expire and one new director shall be elected accordingly, but there shall be no limitation on the number of terms during which a director may serve. All directors shall serve until their successors are duly designated and qualified.

3. Election of directors shall be by ballot in which each member (or members if more than one person holds tide to a Lot) is entitled to east one vote per Lot owned by the member(s) in respect to each vacant Board position. The person receiving a majority of the votes cast for each vacant position shall be elected. Immediately following the expiration of the term of the initial director, the members shall cast votes to fill three (3) vacancies, each succeeding year, votes shall be cast to fill at least one (1) vacancy.

4. Vacancies in the Board of Directors occurring during the months between annual meetings may be filled until the date of the next annual meeting by vote of the majority of the directors remaining in office, whether those remaining constitute a quorum or not.

5. The initial director shall not be subject to removal. Thereafter a director may be removed from office at a special meeting called for such purpose, if at least seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor of such removal.

6. A majority of the Board of Directors may, by resolution, set a time and place for regular meetings of the Board of Directors and no notice thereof shall be required until such resolution is rescinded. Special meetings of the directors may be

called by the President or any one (1) director. Not less than two (2) days notice shall be given, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

7. The Board of Directors, by resolution approved by all members thereof, may designate from among its membership an executive committee or other committees and by such resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

8. Notwithstanding any provision contained in this Article, the Developer agrees to transfer control of the corporation to the Lot owners no later than the last of the following to occur:

(a) one hundred twenty (120) days after one hundred (100) percent of the Lots have been sold and conveyed or at such time as Developer no longer has any right or interest in the Future Development Ground;

(b) twenty years after completion of the project/conveyance of the first Lot.

ARTICLE V

Officers

1. The officers of the Corporation shall be the President, who shall be a director, a Vice-President, who shall be a director, a Treasurer and a Secretary, who may or may not be directors but who must be members or representatives of non-natural persons who are members, all of whom shall be elected annually by the Board of Directors, except that the initial officers and their successors shall be chosen by the initial Board of Directors and shall serve until the expiration of the term of the initial Board of Directors, and the initial officers need not be members of the Corporation. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors. More than one office may be held by a single person.

2. The President shall be the chief executive officer of the Corporation. He or she shall preside at all membership meetings and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Corporation.

3. The Vice-President shall preside over membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and

duties of the President in the event of the absence or disability of the President and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.

4. The Secretary shall keep as permanent records the minutes of all corporation meetings, including all meetings of the members and board of directors; a record of all actions taken by the members or directors without a meeting pursuant to a written ballot; and a record of all actions taken by committees of the board of directors. The Secretary shall also keep record of all actions approved by the members for the past three (3) years, shall be responsible for authenticating records of the corporation, and shall give notice where required or directed to do so. The Secretary shall maintain a record of the corporation's members in a form that permits preparation of a list of the names and addresses of all members. The Secretary shall make available during normal business hours to members within five (5) business days after any request for such document current copies of the Articles of Incorporation and Bylaws of the corporation, including amendments thereto, if any; resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations and obligations of the members; all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years; a list of the names and addresses of the corporation's current officers and directors; and other books, records and financial statements of the corporation.

5. The Treasurer shall have control of the funds and other property of the Association, shall keep the financial books and records thereof, shall be responsible for preparing or arranging for the preparation for annual financial statements that include a balance sheet as of the end of the fiscal year and a statement of operations for that year, and shall pay vouchers approved by the Board or designate some person under his control to do so. The Treasurer shall cooperate with the Secretary in keeping and making available documents relating to the corporation's finances.

6. Compensation, if any, of all officers and employees shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee, nor from contracting with a director for management of the Subdivision.

7. Any deed or contract for sale of real estate or lease (or assignment of such contract or lease) may be executed by the President or Vice-President and any officer other than the President or Vice-President Any lien held by the Association may be released by any of the officers of the Association, provided that an officer shall not be permitted to release a lien against his or her own property. The Board of Directors may, in addition, authorize the execution of the kinds of instruments above mentioned or other instruments required to be executed on behalf of the Association in such manner as it shall by resolution direct.

ARTICLE VI

Powers and Duties of the Board of Directors

All of the powers and duties of the corporation (including those existing under the common law and statutes, the Articles of Incorporation and the Covenants), shall be exercised by the Board of Directors. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Covenants which governs the use of the land, and shall include in addition to those elsewhere provided for, but shall not be limited to, the following:

1. Making and collecting assessments against members for all common expenses.
2. Using the proceeds of assessments in the exercise of their powers and duties as directors.
3. Maintaining, repairing, replacing, and operating the items set forth in the Covenants, including the storm water detention facilities, including all storm water lines, pipes, mains and conduits contained on any Lot in the Subdivisions including all common areas, elements and facilities, as applicable and contracting new improvements or alterations if authorized, and making or providing for payment for all such work and approving or delegating to the Treasurer authority to approve vouchers therefore.
4. Reconstructing, repairing, restoring or rebuilding of the storm water detention facilities, including all storm water lines, pipes, mains and conduits contained on any Lot in the Subdivisions as applicable after casualty or otherwise.
5. Making and amending regulations restricting the use storm water detention facilities, including all storm water lines, pipes, mains and conduits contained on any Lot in the Subdivisions, and in their discretion, permitting or forbidding an action or conduct as discretion is committed to them in the Covenants.
6. Enforcing by legal means the provisions of the Covenants, the Articles of Incorporation, the Bylaws of the corporation.
7. Contracting for management of the storm water detention facilities, including all storm water lines, pipes, mains and conduits contained on any Lot in the Subdivisions and delegating to such contractor all powers and duties of the corporation except such as are specifically required by the Covenants to have approval of the Board of Directors or the membership of the corporation; employing, designating and removing any personnel necessary for the maintenance, repair and replacement of the common areas and facilities.
8. Paying taxes and assessments which are liens against any part of the real estate owned by the Association, other than individual Lots, and the appurtenances thereto, and assessing the same against the Lots subject to such liens.

9. Carrying insurance for the protection of owners and the Corporation against casualty, liabilities, and other contingencies.

10. Paying the cost of all utility or other services rendered to any real estate owned by the Association, which is not billed directly to owners.

11. Interpreting and applying the provisions of the Covenants in matters of dispute between owners or between owners and the Association, which determination shall be binding on the owners; conducting and supervising all votes or determinations by members other than a membership meeting.

12. Acquiring title to and ownership of in the name of the Association of real estate, and on behalf of all owners, selling, leasing or mortgaging such real estate and borrowing funds for any legitimate purpose and assigning as security therefore the assessment receivables due the Association, and provided further, the authority of the Board of Directors to borrow in excess of Five Thousand Dollars (\$5,000) shall be exercised only in the event of approval of owners entitled to cast seventy-five percent (55%) of the total number of votes outstanding and entitled to be cast. For purposes of permitted conveyance, lease, or encumbrance of Lots or assessment receivables, the Board of Directors shall be regarded as the irrevocable agent and attorney in fact for all owners and members.

ARTICLE VII

Common Expenses: Assessments and Collection

1. The common expenses of the Association include all those legitimately assumed by it in connection with its powers, duties and obligations as set forth in the Articles of Incorporation, Covenants and Bylaws and as are necessary or implied in connection with the powers and duties of the Board of Directors and the provisions of Chapter 354 and 504, Code of Iowa.

2. Assessments against the Lots and the owners thereof shall be made by the Association in order to provide funds for the discharge of all common expense of the Association, which assessments, in addition to being and constituting a lien against the Lot in question and the appurtenances thereto shall also be a personal liability of the owner thereof and jointly and severally so if more than one owner. All assessments and funds collected therefrom shall be charged or credited to the owner's account. Unless specifically otherwise provided, as for example in the case of "special" assessments, each Lot and owner shall be liable and subjected only to the proportionate share of the total common expense and assessment made therefore as is derived by multiplying the total assessment by the percent interest of ownership of the common elements which is appurtenant to that Lot. Certain common expense for increased insurance premiums provided by the Covenants, of these Bylaws or on account of the failure of an owner to provide maintenance as provided by of the Covenants or other defaults shall be

recovered by an assessment made only against a particular Lot(s) and the owner or owners thereof; which assessments are referred to in the Covenants as "special" assessments and shall be made in the necessary amounts therefore and without regard to the percentage of interest formula.

3. Where a mortgagee or purchaser of a Lot obtains title as a result of foreclosure of a first mortgage, such mortgagee or purchaser, his successors and assigns, shall not be liable for the assessments chargeable to such Lot due prior to the acquisition of title and such unpaid assessment shall thereafter be deemed to be common expenses collectible from all owners, including the mortgagee or purchaser, his successors and assigns. The owner of a Lot pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments whether generally or "specially" levied against said Lot and the grantor or prior owner thereof, but without prejudice to the right of such grantee or devisee to recover from the prior owner the amounts paid therefore.

A first mortgagee, upon request, will be entitled to written notification of any default in the performance of the mortgagor of any obligation created by the Covenants, the Articles or any other document, which default is not cured within sixty (60) days.

4. The Board of Directors shall adopt a budget each year for such one-year fiscal period as it elects to report on for income tax purposes, which shall include the estimated funds, required to defray the following common expenses:

(a) Current expense, which shall include all funds and expenditures to be made within the year for which the funds are budgeted (except expenditures chargeable to reserves or additional improvements), including a reasonable allowance for contingencies and working funds, and the assessment for current expense may sometimes be referred to as the working capital assessment and the funds thereof as the working capital fund. Any balance in this fund at the end of each year may be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items, which occur less frequently annually, and for replacement of common property required on account of depreciation or obsolescence.

(c) Reserve for replacement, which shall include generally funds for repair, reconstruction and the like required because of damage, destruction, or other hazards.

Upon the determination of such budget, the directors shall each year levy an assessment for the amount to be thus assessed against each Lot at least thirty (30) days prior to the one year period covered by such budget and assessments. Notwithstanding the foregoing requirement of regular assessments, the Board of Directors may discontinue a regular annual assessment or reserve for replacement or

transfer such portion thereof to another fund or account if in its judgment the amount remaining is sufficient to satisfy the best interests of the members.

5. The Board may also make and levy, from time to time, assessments for Common emergency or extraordinary expenses. Emergency assessments and "special" assessments shall be due and payable according to the terms fixed by the Board. Funds for emergency expenses may be raised by emergency assessment and/or by regular but separate reserve accounts and assessments for such purposes.

6. The regular annual assessments made for current expense and deferred maintenance and replacement reserves or for any other purpose shall be due from and paid by the Lot owners as to their shares thereof in twelve (12) equal monthly installments payable on the first day of each month during the one year period in question (or less frequently if the Board of Directors deems monthly payments unnecessary). If any installment of any assessment of any kind or character is in default for more than thirty (30) days, the Board of Directors may accelerate the remaining installments and declare the entire amount thereof due and payable within twenty (20) days after written notice thereof is mailed to the owner in default at his address carried upon the corporate records. When the Association has acquired a Lot, the assessment otherwise due and payable, reduced by the amount of income, which may be derived from the leasing of such Lot by the Association, shall be apportioned and assessments therefore levied ratably among all other owners according to their percentage interests in the common elements.

7. If prior to the date of its first annual meeting the Association requires capital, the Developer may loan to it any sums required in excess of the assessment for which the Developer is liable as owner, in which event the requirement of approval by a seventy-five percent (75%) vote shall not apply.

8. The share of all sums assessed payable by an owner but unpaid shall constitute a lien on the Lot or of such owner prior to all other liens, except tax liens on the Lot in favor of any assessing Lot or special district and all sums payable on a prior recorded first mortgage of record, which lien may be recorded and foreclosed by the Board for and on behalf of the Association as provided by law. In event of foreclosure, the owner shall be required to pay to the Association a reasonable rental for the Lot if he remains in possession thereof. The Association may sue for money judgment for unpaid assessments or sums due without foreclosing or waiving any lien, which it holds. In event of suit or foreclosure, the Association shall be entitled to collect reasonable attorney fees from owner.

9. The Association shall at all times maintain complete and accurate written records of each owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that owner. Any person other than an owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

10. The initial regular annual assessment shall be \$200.00 per year, subject to increases or decreases by the Developer until such time and the Developer turns the Association over to the owner. The Board of Directors or Developer may change the amount of the monthly assessment without approval from the members, but must provide written notice of such changes.

ARTICLE VIII

Insurance Provisions

1. Responsibility for Insurance. Insurance policies on property owned by the Association and in respect to liability in connection with the use, ownership or operation thereof shall be purchased and paid for by the Association, and the premium expense thereof shall be a common expense of the Subdivision, and the Association, acting through its Board of Directors rather than any individual owner or owners, shall have the responsibility and authority, subject to the further provisions hereof, to adjust any loss or claim in connection therewith to the extent permissible by law.

2. Assured. All such policies shall be purchased by the Association for the benefit of the Association and the owners of Lots and their mortgagees as their interest may appear, and provision made where applicable for issuance of certificates of mortgage endorsements to the mortgagees of individual Lots. For the purposes of its functions under this Article, the Association may be considered the agent coupled with an interest of all the owners.

3. Coverage to be Afforded.

(a) Insurance against public liability and property damage, including liability on account of ownership, maintenance and control of common elements and areas, shall be procured in such form as will protect the Association and all owners and in such amounts as shall be required by the Board of Directors of the Association. Such liability policy or policies shall contain cross liability endorsements to cover the liability of the owners as a group to an owner and shall protect in standard form as a minimum the owners, Board of Directors, officers, agents and contractors of or with the Association. Such liability insurance may include but is not limited to water damage, legal liability, liability in respect to motor vehicles owned or hired, and off-premises employee coverage.

(b) Worker's compensation insurance shall be procured as required to meet applicable law.

(c) Such other insurance may be procured as the Board of Directors shall determine from time to time is necessary and reasonable in order to fully insure the Association property against insurable risks.

ARTICLE IX

Action Without Meeting

Any action required by these Bylaws to be taken at a meeting of the members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by at least eighty percent (75%) of the members entitled to vote with respect to the subject matter thereof, or by the Developer until such time as the Developer turns over the Association to the owners.

ARTICLE X

Action By Written Ballot

Any vote or determination required or permitted to be made by the members of the Association and not required by law to be made at a meeting of the members may be taken or made pursuant to a written ballot. The Secretary shall deliver a written ballot to every member entitled to vote on the subject matter covered by the ballot. The written ballot shall set forth each proposed action to be considered by the members and shall provide an opportunity to vote for or against each proposed action. Approval of an action by written ballot of the members shall only be valid when (1) at least one-third (1/3) of all members entitled to vote on the action to be considered have returned completed ballots to the corporation and (2) the number of approvals equals or exceeds the number of votes that would be required to approve the action in person at a meeting. All solicitations for votes by written ballot should (1) indicate the number of responses needed to meet the quorum requirements, (2) state the percentage of approvals necessary to approve each matter (other than election of Directors) and (3) specify the time by which a ballot must be returned to the corporation in order to be counted.

ARTICLE XI

Amendment

1. Except as herein provided, these Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a special or annual meeting of the members upon the affirmative vote of at least seventy-five (75.00%) of the owners entitled to cast a vote all in accordance with the Covenants and these Bylaws or by the Developer so long as the Developer owns any Lot. No amendment, alteration or action taken to repeal these Bylaws and adopt new Bylaws shall change the provisions of the Covenants and these Bylaws which equate membership with Lot ownership, define the total number of votes, and base for each Lot the number of votes, liabilities for assessments, and interests in funds on the percentage interest appurtenant to that Lot unless unanimous consent of the owners and their mortgagees is secured. Any

Prepared by and after recording return to:
Matthew J. Adam
Simmons Perrine Moyer Bergman PLC

1150 5th Street, Suite 170
Coralville, IA 52241

(319) 354-1019
FAX (319) 354-1760

PROTECTIVE COVENANTS AND RESTRICTIONS
OF
THE COMMONS AT ENGLISH GLENN FIFTH ADDITION TO MARION, LINN
COUNTY, IOWA

These Protective Covenants and Restrictions of The Commons At English Glen Fifth Addition are made and entered into this 30th day of April, 2021, by Robson Homes, Inc. (referred to herein as the "**Developer**" or "**Owner**").

Whereas, Developer is the titleholder to the following described real estate located in Linn County, Iowa:

See Attached Exhibit A.

Whereas, Developer has recorded a final plat of The Commons At English Glen Fifth Addition (the "**Subdivision**"), which Subdivision is located on the Real Estate and contains Lots 5-37, upon which residential homes may be constructed. The Final Plat of the Subdivision is recorded in Book 10929, Page 7, records of the Linn County Recorder's office (the "**Final Plat**"). Notwithstanding anything contained herein to the contrary, these Protective Covenants and Restrictions shall not apply to Lots 1-4 inclusive, Outlot A, Outlot B, Outlot D, and Outlot C, as set forth on the Final Plat.

Now, therefore, in consideration of one dollar and other valuable consideration, Developer, hereby executes these Protective Covenants and Restrictions for the mutual benefit of those persons who may purchase Lots 5-37 in the Subdivision (collectively the "Lots" and individually "Lot"), which shall be binding upon all present and future owners of each and every Lot as covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land.

USE AND BUILDING RESTRICTIONS

1. All Lots in the Subdivision shall be known, described, and used solely as single family residential purposes. No outbuilding shall be located on any Lot, without Developer's prior written consent. If approved by the Developer, the exterior of all outbuildings must be of the same appearance as the exterior of the residence constructed on the Lot.
2. No Lot shall be subdivided. This provision shall not prevent a conveyance of a portion of one Lot to the abutting owner of another so long as said conveyance does not result in an additional building lot being created thereby.
3. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected on any Lot in the Subdivision 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 nor shall any building previously occupied be moved upon any Lot in the Subdivision.
4. No camping trailers, motor homes, boats, trailers, snowmobiles, or other recreation vehicles shall be maintained, parked, or kept for more than a forty-eight (48) hour period within sight of road or neighboring homes, or on any Lot for any purpose during any one week period (seven consecutive days).
5. No inoperable, dismantled, or wrecked motor vehicles, trailers, or machinery or parts thereof, including scrap metal or other scrap materials, commercial vehicles, farm machinery, construction equipment, or similar vehicles and equipment, and non-licensed motor vehicles may be stored on any Lot in the Subdivision unless the same is housed in a garage.
6. The titleholders of each Lot in the Subdivision, vacant or improved, shall keep his or her Lot free of weeds and debris.
7. No aerial or antenna for reception or transmission (including satellite dishes, except for a satellite dish no larger than two (2) feet in diameter), or other roof projections, including but not limited to lightning rods, shall be permitted. Any satellite dish shall be on the rear or side of the home and not visible from the street or otherwise authorized by Developer prior to installation. No overhead wiring of any type will be permitted, including wiring to outdoor lighting and/or antenna.
8. No animals, livestock or poultry shall be raised or kept within the Subdivision except for usual household pets, provided the same are not kept or maintained for commercial purposes. Pets shall be managed in such a way that they do not interfere with the quiet enjoyment of property by other Lot owners. Pets which continue to make loud noises, damage shrubs or other flora, attack other pets or people

shall be considered a nuisance. All pets located off the owner's premises shall be leashed.

9. Each Lot shall comply with the following construction requirements:

A. No structure shall be erected on any Lot other than one detached single-family dwelling not to exceed two stories in height with no less than a two car garage. No dwelling shall be erected having an above-ground floor living area of less than one thousand two hundred (1,200) square feet in the case of a one (1) story structure, nor less than one thousand five hundred (1,500) square feet in the case of a multi-level, one and one-half (1 ½) story or two (2) story structure. Garages, breezeways, screened porches, decks or third story square footage shall not be considered as above-ground floor area. In the case of the smaller lot frontages the Developer, with prior written approval, will allow one thousand (1,000) square feet in the case of a one story structure, or thirteen hundred (1,300) square feet in the case of a two-story structure. No house or other structure shall be moved onto a Lot if the house or other structure was previously erected at another location. No manufactured homes or "Kit" houses shall be constructed on a Lot. All homes shall be stick-built homes.

All applicable provisions of the City of Marion, Iowa, zoning ordinances shall be observed. To the extent permitted by the City of Marion zoning ordinances, the Developer may approve setbacks of less than those provided where unusual terrain features or unusual circumstances exist

B. Exterior front surfaces of the dwellings shall be partially constructed of brick or stone with the remaining front exterior material to be approved by the Developer. Each Structure shall have a minimum of a two-car garage.

All vehicle parking areas, driveways and sidewalks shall be constructed of concrete, and shall be completed within the twelve- month period immediately following issuance of a building permit for the Lot and must comply with City of Marion requirements. Each lot owner shall be responsible for the installation of concrete sidewalks in accordance with the Subdivider's Agreement with the City of Marion, Iowa and also in accordance with the terms of these Covenants

C. During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all Subdivision roads and other building Lots.

E. Except for wooded areas of the Lot behind or to the rear of the dwelling, the backyard shall be fine graded and seeded. The front and side yards and the area between the front yard and the public street shall be sodded. Each Owner shall plant in the front yard one hard wood tree, with a minimum trunk diameter of 2 inches. Immediately upon obtaining an occupancy permit, each Owner shall install grass sod (not seed) in the front yard and side yards of the Lot. Rear yard must contain a form of vegetation to prevent soil erosion. If seed is not maintained and neighboring lots are

disrupted the Developer reserves the right to hire a landscaping company to resurrect the problem at the Lot Owner's expense. There will be a minimum charge of five hundred (\$500) for not complying with this Section.

F. Prior to any construction on any Lot, the Lot owner must submit two (2) sets of plans and specifications for the proposed dwelling to the Developer or its designee for approval. In addition to plans and specifications for structure, the application shall show the location and type of fences, parking areas, plantings, landscaping, and other relevant matters, including location on the Lot of all proposed improvements the materials to be used and the exterior color scheme proposed. The Developer or its designee shall approve or disapprove the plans and specifications within period of ten (10) days after receipt of all of the above documents. The Developer or its designee shall have the right to refuse approval of any application for any reason which the Developer or its designee, in its sole discretion, may deem to be in the best interest of the development. Developer's review of submissions is only for the purpose of assuring the character of the Subdivision and shall not be relied upon by anyone as a representation as to structural soundness, fitness for a particular purpose or compliance with zoning, building, health or safety codes or ordinances, or any other restrictions on the construction or property. All plans must meet the drainage requirements for surface water drainage and the continuity of topography within the subdivision

Whenever these Restrictive Covenants require or allow the approval of Developer, such approval shall be at the discretion of Developer in the reasonable exercise of its best judgment and the Developer shall not be liable to any person for the granting or refusal to grant its approval hereunder.

G. Once construction of an improvement on any Lot in the Subdivision has commenced, the construction shall be pursued diligently and continuously until full completion. However, in no event, shall the construction process, including landscaping, continue for more than one (1) year after the date construction begins.

H. During construction, it shall be the responsibility of each Owner to ensure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials are kept in a neat and orderly manner. During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision roads and other building lots.

I. As a part of the construction, each Owner shall be responsible to grade, landscape and maintain his Lot in such manner so as to prevent damage which might result to other Lots or common areas as a result of erosion and surface water drainage.

J. As part of the city requirements a sump pump line must be installed from the City storm tile to the sump outlet of the house. Once the line is connected to

the city storm tile, an inspection from the public works department will be required prior to the tile being back-filled.

10. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa, or the common law of Iowa, shall be permitted.

11. Each Owner shall maintain the exterior of the dwelling, fence, lawns and landscaping, walks and driveways, in quality condition and shall cause them to be repaired as the effects of damage and deterioration become apparent. If the Owner fails to properly perform such maintenance, the Developer may, after giving (30) days written notice, effect such repairs and maintenance as it deems necessary to maintain the standards of the Subdivision and the Developer will then assess the Owner for the cost of the repairs or maintenance and may file a mechanic's lien for said repairs or maintenance if not promptly paid by the Owner. The Owner of each dwelling shall be responsible for regularly mowing and maintaining their Lot free of weeds, debris or other waste. All waste shall be placed in sanitary containers having proper fitting lids.

12. Outdoor lighting, other than soffit lighting and wall sconces, must be approved, in writing, by the Developer. Only decorative poles may be used. No wooden poles will be permitted.

13. On-Street Parking will be permitted under normal conditions and use. No vehicle may be parked on the street for more than five consecutive days.

14. No live tree having a trunk diameter of six inches or more shall be removed without the prior permission of the Developer, provided that the Developer may permit the removal of such trees in connection with the approval of construction on any Lot. Any diseased and dead trees, shrubs and plants shall be removed.

15. The Owner of any building damaged by fire, windstorm, or other Act of God shall, within ninety (90) days after such event, commence restoration of said building and said restoration shall be completed within (1) year of its commencement. In the event of a total destruction of any building, the Owner shall within ninety (90) days after such event commence removal of the debris and restore the site to a satisfactory condition. Said removal shall be completed within thirty (30) days of its commencement date.

16. The owner of each Lot shall assume, by acceptance of a Deed for the Lot, the Developer's obligations with respect to such Lot for: (i) soil erosion control on such Lot from and after the delivery of the Deed; and (ii) the easement rights and obligations set forth herein or designated on the Final Plat of the Subdivision, as defined in the Grant of Easements recorded by the Developer. Such Owner shall cooperate with Developer in obtaining a transfer of any soil erosion control NPDES, CSR or other governmental permit with respect to soil erosion, wetland and other environmental laws, to such Owner or the cancellation or other termination of the permit currently in the name of Developer or its affiliate, and the reissuance of a permit in the name of such

Owner. At any time required by Developer, any party accepting a Deed for any Lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources, the County of Johnson County, Iowa, or other governmental body to release Developer from responsibility for executing a soil erosion plan (including monitoring and record keeping) as it applies to the Lot for the period of time after the delivery of a Deed for such Lot, and to release Developer from any other obligation for environmental matters for the period of time after delivery of a Deed. Any party that accepts a Deed for any Lot or part thereof who fails to cooperate with Developer, fails to execute documentation to relieve Developer from responsibility for soil erosion or fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold Developer harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party.

17. No unsightly objects or materials, including but not limited to receptacles or containers, shall be stored, accumulated or deposited outside or so to be visible from any neighboring property or adjoining street, except during refuse collection. After a period of two weeks of continued violation, the Developer shall have the right to enter upon the Lot involved and remove such unsightly objects or materials at the expense of the Owner who will be liable for all costs incurred relative thereto.

18. No signs of any kind shall be displayed to the public view on any Lot except by a sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction. Excluded from this provision are Subdivision marketing signage as erected by the Developer. All permitted signs must be professionally painted, lettered and constructed.

19. No fences or other structures may be built or maintained in front of the front line of the dwelling extended to the side numbered lot or dwelling unit lines. All fences shall be black poly-covered chain link, unless otherwise approved by Developer. No fence shall be constructed using green treated wood material. All fences shall be at least four feet in height and shall not exceed six feet in height. No fence shall be erected or maintained on any Lot until an application for approval has been submitted to, and approved by, the Developer or its nominee as herein after provided.

20. The Developer hereby reserves the right to enter into agreements with the owner of any Lot or Lots in the Subdivision (without the consent of owners of other Lots in the Subdivision or owners of adjoining or adjacent property) to waive or deviate from any or all of the covenants set forth herein. Any such waiver or deviation shall be placed in writing and shall not constitute a waiver of the particular restrictive covenant involved or any other restrictive covenant as to the remaining property in the Subdivision.

21. Each Lot owner, shall automatically become a member of The Commons at English Glen Fifth Homeowners Association (the "Association") and shall be subject to assessment to carry out the purposes of the Association. Assessments shall be allocated among the members prorata based on the number of Lots in the Subdivision.

Lots in the subdivision, regardless of the number of owners of said Lots, shall be entitled to vote in matters over which the Association has control equal to one vote per Lot. Attached hereto as Exhibit B are the Articles of Incorporation of the Association and attached hereto as Exhibit C are the By-laws of the Association. By accepting a deed to any Lot, owner acknowledges it has reviewed the Articles and By-laws of the Association, as amended, and agrees to comply with the provisions contained therein. Notwithstanding any other provision of these covenants, Developer shall be the sole voting Member of the Association until Developer no longer owns any, or until Developer waives, in writing, its right to be the sole voting member. Until such time, Developer shall have the right to elect all Directors and to cast all votes as it deems appropriate. Each owner by acceptance of a deed to a Lot shall be deemed to have released Developer from all claims with respect to actions taken while Developer controls the Association or during the development phase

The Association is organized and shall operate for the purpose of owning, maintaining, controlling and managing the Storm Water Detention Facility, located on Outlot A and Outlot D, as designated on the Final Plat, and sidewalks. Mailbox pad and open space including lawn care and snow removal. The Developer shall deed Outlot A, and Outlot D to the Association. The Association shall also have the right to enforce any of the protective covenants and restrictions set forth herein as well as to represent the interests of Lot owners regarding any issues affecting development of surrounding areas and maintaining the quality of environment and quality of life within the Subdivision. The Developer may, at its discretion, also convey any other common areas of the Subdivision. The Association shall assume any responsibilities of the Developer, with respect to the Storm Water Detention facilities and any other easements shown on the Final Plat or obligations associated with any real estate deeded to the Association and the Association shall hold the Developer harmless from and liability or obligations therefrom.

The periodic assessment shall be set annually by the Board. In addition to periodic assessment, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of special maintenance, or to cover operating deficits from prior to current periods. The assessments, together with interest, costs and reasonable attorney's fees required for collection of past due assessments 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, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by such successor, but the lien therefore shall remain until foreclosed or released. A portion of such monthly assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the Association controlled areas. Notwithstanding the foregoing, Developer may use any reserve funds, if established, to defray operating costs, as it deems appropriate. Developer shall not be liable for any monthly assessments or special assessments upon Lots owned by it. Developer is not responsible for the

establishments of a budget as long as Developer is the sole voting member of the Association.

The Association may purchase a master comprehensive public liability insurance policy to cover risks from its responsibilities hereunder in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy 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 the foregoing, all owners and all other persons entitled to occupy any Lot. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workers compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate.

22. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein during their existence, it shall be lawful for any other person or persons owning any other Lot in said subdivision, the Developer or the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent said person or persons from so doing or for recovery of damages or other dues for such violation. The prevailing party in any such action shall be entitled to recover its costs, expenses and reasonable attorney's fees from the other party.

23. Invalidity of any one of these covenants by judgment or court order shall in no way affect of the other provisions which shall remain in full force and effect.

24. These covenants may be amended by the Developer at anytime as long as the Developer owns any Lot in the Subdivision, without prior approval from any other Lot owner or the Association. Developer, without approval from any other Lot or the Association, may add additional lots to the Association and required those additional lots be bound by the terms and conditions of these covenants. These covenants may also be amended upon approval of not less than two-thirds of the Lot owners, provided however, that so long as the Developer is the owner of any Lot, such amendment shall not be effective unless approved in writing by the Developer. Any amendment to these Covenants shall be recorded in the Linn County Recorder's Office.

25. A perpetual easement for utility purposes is reserved on a portion of each Lot as designated on the final plat of the Subdivision. No improvements shall be placed within the easement rights-of-way which in any manner interfere with the installation and maintenance of the utilities within the easement rights-of-way. A perpetual easement is hereby granted in favor of all utility companies servicing the Subdivision and, and their successors in interest and assigns, upon, over and under, along and across the areas designated on the plat of the subdivision as "easements". Each of said utilities shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors, cross arms, electric lines, insulators and other

equipment or appurtenances for the purpose of serving the subdivision and other property with electricity, gas, communication, and cable service; the right to trim, cut down and remove such trees, brush, saplings and bushes that may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid. No permanent improvements, fences or trees shall be placed on the areas so designated for utility easement, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved. The owners of Lots shall take title subject to the easements hereby created and subject at all times to the rights or proper authorities to service the utilities and the easements hereby created.

26. These covenants are to run with the land and shall be binding upon all of the owners of Lots in the Subdivision and all persons claimed under them for a period of twenty-one (21) years from the date of recording. These covenants may be extended for additional terms of twenty years any time during the current term by any Lot owner filing a Verified Claim with the Linn County Recorder, at any time prior to the expiration of the then current term in accordance with the requirements of §614.24, Code of Iowa, or its successor. Pursuant to §614.25, Code of Iowa, the filing of such Verified Claim shall cause these covenants to be extended for an additional twenty- one (21) term from the date of such filing

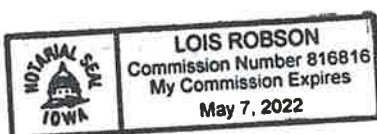
Dated this 30th day of April, 2021.

ROBSON HOMES, INC.

By: [Signature]
Dylan Robson, Vice-President

STATE OF IOWA)
Linn COUNTY) ss:

This instrument was acknowledged before me on this 30th day of April, 2021
by Dylan Robson as President of ROBSON HOMES, INC.



[Signature]
Notary Public in and for said State
My commission expires 5-7-22

EXHIBIT A

Parcels A and B, Plat of Survey No. 2407 as recorded in Book 10606 Page 46 of the records of the Linn County, Iowa Recorder on April 6, 2020, being a part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29-84-6, City of Marion, Linn County, Iowa.