

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR
WYNDHAM HILLS HOMEOWNERS ASSOCIATION**

This Declaration is dated as of the 15th day of August, 2008 by AMF REAL ESTATE, LLC, an Iowa limited liability company, hereinafter referred to as “Declarant”.

WHEREAS, Declarant is the owner of certain property in the City of Bettendorf, Scott County, Iowa, which is more particularly described as WYNDHAM HILLS FIRST ADDITION and WYNDHAM HILLS SECOND ADDITION to the City of Bettendorf, Iowa; and

WHEREAS, Declarant anticipates the future development of additional real estate, more particularly described on Exhibit “A” attached hereto (the “Additional Real Estate”); and

WHEREAS, Declarant intends to convey to the Association (as hereinafter defined) certain real property to be held by the Association as common area pursuant to the terms and conditions of this Declaration.

NOW THEREFORE, Declarant hereby declares that the Real Estate shall hereafter be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate. These easements, covenants, restrictions and conditions shall run with the real property described herein and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1. “Association” shall mean and refer to **Wyndham Hills Homeowners Association, Inc.**, an Iowa nonprofit corporation, its successors and assigns.

2. “Real Estate” shall mean Wyndham Hills First Addition and Wyndham Hills Second Addition to the City of Bettendorf, Scott County, Iowa and all parts of the Additional Real Estate annexed to the Real Estate, as provided herein.

3. “Common Area” shall mean all real property owned by the Association from time to time including, but not limited to, the outlots to be conveyed by Developer to the Association as designated on any of the official plats of the Wyndham Hills Additions and any future outlots created and conveyed to the Association.

4. “Lot” shall mean and refer to any lot shown upon any official recorded subdivision map or plat of any part of the Real Estate and/or any part of the Additional Real Estate from time to time (and any amended plat filed by the Developer) with the exception of (i) any outlots; (ii) the Common Area; and (iii) any property dedicated to the City of Bettendorf.

5. “Member” shall mean and refer to every person or entity who holds membership in the Association as provided in Article II.

6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Real Estate, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

7. “Developer” shall mean and refer to AMF Real Estate, LLC.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

1. Membership in the Association. Every person or entity who is an Owner of a fee simple or undivided fee interest in any Lot which is subject to assessment by these covenants by the Association, including contract buyers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation such as a mortgagee. No Lot shall have more than one membership or one vote. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Membership in the Association shall be inseparable from the ownership of any Lot and shall be deemed to have been transferred, conveyed and assigned simultaneously with the conveyance of any Lot.

2. Developer's Rights. Until at least 75% of Lots have been sold and conveyed by Developer, the Developer shall hold all of the membership, voting rights and control of the Association and shall have the exclusive right to elect the Board of Directors and officers of the Association. Developer may relinquish these rights at any time by written notice to the Association and turn the management of the Association over to the members. When all of the Lots have been sold and conveyed by Developer, Developer's voting and membership rights shall automatically terminate and the management of the Association shall be turned over to the members.

3. Board of Directors. The Board of Directors of the Association shall consist of the number of directors specified in the Bylaws and shall be elected initially by the Developer. After the control of the Association has been turned over to the members, the members shall elect the directors at a meeting of the members duly called therefor. The Board of Directors shall have the powers and duties conferred by this Declaration, the Articles of Incorporation, and the Bylaws.

Until such time as all of the Lots in Wyndham Hills First and Second Additions and any future Lots developed on the Additional Real Estate have been sold by the Developer, the Developer shall have control of the Association and the exclusive right to elect Board of Directors and officers. The Developer may relinquish this right (at any time but not before 75% of the lots have been sold) by written notice to the Association.

ARTICLE III ASSOCIATION

1. Association Powers and Duties. The Association shall have the following powers and duties:

(a) The Association, in accordance with its Articles and Bylaws, shall own, maintain and control the Common Area;

(b) The Association may construct, maintain, repair or replace any structures, facilities or improvements located on the Common Area; however, the Association shall not be

required to construct, maintain or repair any structures or facilities which are the responsibility of the City of Bettendorf.

(c) The Association shall provide snow removal on the sidewalk located adjacent to Tanglewood, Crow Creek Road and Brookview Ct.); mowing between Middle Road and any future fence built to the rear of the Lots adjacent to Middle Road if installed by Developer; and the maintenance, repair and replacement of any future fence if installed by Developer on the rear portion of the Lots adjacent to Middle Road;

(d) The Association may adopt reasonable rules and regulations for the use of the Common Area and facilities thereon. Until the Developer has sold all of the Lots, the Association shall make no rule or regulation impairing the Developer's right to sell and develop any Lot, including the right of access, architectural control, placing of signs, or otherwise; and

(e) All perimeter berms and landscaping installed by Developer (whether or not located on Common Area).

2. Easement for Association Duties. The ownership and use of each Lot subject to this Declaration shall be subject to all easements, restrictions, covenants, conditions and building lines of record. In addition, each Lot shall be subject to an easement for the benefit of the Association and its contractors for the purpose of providing maintenance and upkeep by the Association as specified above.

3. Title to the Common Area. Developer will convey fee simple title to the present and future Common Areas (other than areas dedicated to the City of Bettendorf) to the Association free and clear of all encumbrances and liens. Such Common Area shall be owned thereafter by the Association pursuant to the terms and conditions of this Declaration. The deeds conveying the Common Areas shall contain a covenant that the Common Areas will be owned, held and used by the Association for the purposes set forth on the official plat approved by the City, such as stormwater storage, detention, release and drainage, for recreational uses.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is and shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments; such assessments to be established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees for collections thereof, shall be a charge and lien on the Lots and shall be a continuing lien upon the Lots against which each such assessment is made and shall run with the land. Each assessment together with interest, costs and reasonable attorneys' fees for collection, shall also be the personal obligation of the person or entity who is an Owner of such Lot at the time the assessment becomes due. Any Lots owned by the Developer shall not be required to pay any assessments.

2. Annual Assessment. The Board of Directors shall establish the initial Annual Assessment and the Annual Assessment for each year thereafter. The annual assessment shall be reasonably calculated to provide income to the Association in an amount sufficient to perform the Association's ongoing obligations under this Declaration, including establishing a reasonable reserve and overhead. The annual assessment may be increased each year not more than twenty percent (20%) above the assessment for the previous year without a vote of the Members (The 20% limitation shall not apply to any year during which the Association assumes control over a swimming pool and/or amenity/recreation/clubhouse. Written notice of the annual assessment shall be sent to every Owner subject thereto. The annual assessment shall be paid in one installment and the due date and delinquency date shall be uniformly established by the Board of Directors of the Association.

3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of paying for any construction,

reconstruction, repair or replacement of a structure, facility or improvement upon the Common Area, or any other property owned or maintained by the Association, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Developer shall be responsible for construction of the initial Capital Improvements on the Common Area at Developer's cost. After the dedication of any facilities, improvements or structures to the Association, the Association shall be solely responsible for upkeep, maintenance, reconstruction, repair or replacement.

4. Uniform Rate of Assessment. All annual and special assessments shall be fixed at a uniform rate for all Lots and shall be collected on an annual installment basis.

5. Date of Commencement of Annual Assessments. Any assessments provided for herein shall commence as to all Lots on the first day of the year following the initial conveyance of an improved Lot to an Owner who is not the Developer or a builder.

6. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The Association may bring any action at law against the Owners personally obligated to pay the same, or foreclose the lien against the property by an action in equity.

7. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any deed in lieu thereof, shall extinguish the lien only of such assessments as to payments which become due prior to such sale or transfer, provided that such sale or transfer shall not extinguish the personal obligation of the Owners or their heirs, successors or assigns, for payment of such assessment.

8. Developer Contribution. Developer shall make initial contributions to the Association until the Association becomes self-supporting based on the number of Lots sold after the Association becomes self-supporting. The Developer shall have no further responsibility to make any further contributions of money or property to the Association.

ARTICLE V
SPECIFIC PROVISIONS AND USE RESTRICTIONS

1. Common Area. The Common Area shall be used for stormwater detention, drainage, release or runoff and any other use permitted by the Board of Directors, such as recreational uses. The Board shall have the right to establish rules and regulations for the use of the Common Area.

2. Fence on Middle Road. Developer may install a fence and/or berm and landscaping on the rear of those Lots adjacent to Middle Road and Tanglewood to provide screening. The Owners of the Lots where any such fence or berm is located shall not remove, paint, stain or otherwise alter the fence or berms and landscaping installed by Developer in any way without the written permission of the Association. The Association shall have an easement access over and across the rear portion of each such Lot for the purpose of maintenance, installation and repair to the fence, berms and landscaping for the mowing and snow removal on city sidewalks provided by the Association, as set forth in this Declaration.

ARTICLE VI
INSURANCE

The Association shall have the duty to purchase, carry and maintain general liability insurance covering the Association's potential liability. In addition, the Association may purchase casualty insurance for any property or improvements owned by the Association. The cost of any such insurance shall be paid by the Association as part of the Annual Assessment. The Association shall have the right to purchase such other insurance in such amounts and with such endorsements.

ARTICLE VII
GENERAL PROVISIONS

1. Enforcement. The Association shall have the right to enforce any proceeding at law or in equity all restrictions, conditions, covenants or reservations now or hereafter imposed by the provisions of this Declaration.

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

3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

4. Amendment. Except as provided in Section 5, below, this Declaration may be amended by an instrument signed by at least two-thirds (2/3's) of the Lot Owners, provided, however, that no such amendment shall be valid or effective until it has been recorded in the office of the Recorder of Scott County, Iowa.

5. Annexation. The Additional Real Estate (or any parts thereof) from time to time may be added and annexed to the Real Estate by the Developer, and in the Developer's sole discretion. Such annexation shall be effective upon the recording of an Amendment(s) to this Declaration, executed solely by Developer, annexing some or all of the Additional Real Estate to the terms and conditions of this Declaration. When any Additional Real Estate is annexed hereto, the Owners of the Lots in such Additional Real Estate shall be subject to the terms and conditions as in this Declaration. The Developer reserves the right to convey to the Association additional property to be owned by the Association subject to the terms and conditions of this Declaration.

6. Future Pool-Amenity Center. Developer reserves the right to develop and construct a swimming pool and amenity center to be part of the Common Area.

ARTICLE VIII
SPECIFIC LOT USE RESTRICTIONS

1. All Lots shall be used solely as single family residential lots.
2. No trailer, tent, shack, outbuilding, barn or shed shall be erected on any Lot.
3. No parking of trailers, boats, campers, recreation vehicles or commercial vehicles shall be allowed, except when parked within a fully closed garaged or commercial vehicles on normal business providing services.
4. No antenna or satellite dishes may extend beyond the roof line of any residence and antenna or satellite dish must be attached to a residential structure. No free-standing satellite dishes or antennas shall be allowed. No satellite dish or antenna shall exceed 4 feet in size.
5. No fence shall be erected without the approval of the Developer.

ARTICLE IX
ARCHITECTURAL CONTROL

1. Every residential structure shall be erected consistent with the requirements of the recorded plat in accordance with all City codes and standards. All residential structures (other than the Villa Area defined below) shall have a minimum size of 1600 square feet for a ranch; 1900 square feet for a one and one-half (1½) story; and 2200 square feet for a two-story and shall have a minimum of a three-car attached garage. Residential structures built on any Lots located on East or West Kingston Circle (the “Cottage Area”) shall have a minimum size of 1400 square feet and a minimum of a two-car attached garage. Developer reserves the right to modify these minimum requirements in the Developer’s sole discretion.

2. The construction of any structure, building, fence, wall, addition, replacement or exterior alteration shall not be commenced by any Owner or builder without the prior approval of the Developer. The Developer shall approve the style, design, color, materials and cosmetic amenities prior to the commencement of such work. After the sale and improvement of all Lots by the Developer, this provision shall automatically expire.

AMF Real Estate, LLC

By _____
A. Jeffrey Seitz

STATE OF IOWA)
) SS:
COUNTY OF SCOTT)

On this 15th day of August, 2008, before me, a Notary Public in and for said State, personally appeared A. Jeffrey Seitz, to me personally known, who being by me duly sworn did say that he is manager of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers, and the said A. Jeffrey Seitz acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company and by it voluntarily executed.

Notary Public

EXHIBIT "A"

Real Estate

All lots and located within Wyndham Hills First Addition and Wyndham Hills Second Addition to the City of Bettendorf, Scott County, Iowa.

Additional Real Estate

[Add Legal Description of additional real estate]