

DP
RESTRICTIVE COVENANTS

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"WOLF CREEK" THIRD ADDITION
TO HIAWATHA, LINN COUNTY, IOWA.

CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS, GRANTS AND EASEMENTS.

This declaration is made this 3rd day of June 1994, by Caribou Investments, Inc. (hereinafter referred to as Developer's) its successors and assigns.

WITNESSETH:

DOCUMENT NO. 51510
RECORDING FEE 26.00

WHEREAS, Caribou is the owner of the real property described in Article I of the Declaration; and

WHEREAS, Developer is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel thereof;

NOW, THEREFORE, Developer does hereby declare, covenant and agree with and for the benefit of all persons to whom Developer has contracted to sell or may hereafter sell any lot, lots or land referred to in Article I hereof (who, by acceptance of title thereto, shall be deemed thereby to have consented hereto), and for the benefit of itself and the respective successors, assigns, heirs, or legal representatives that each and all of the said lots in said addition shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein is located in Linn County, Iowa, and is more adequately described as follows, to wit:

Lots 1 thru 28 inclusive, "Wolf Creek First Addition to Hiawatha, Linn County, Iowa.

ARTICLE II

GENERAL PURPOSES OF THIS DECLARATION

The real property described in Article I hereof is subject to the Covenants hereby declared to insure the tasteful and consistent development of "Wolf Creek" Third Addition to Hiawatha, Linn County, Iowa and every part thereof; to protect each property owner therein from such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper design or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of original designs and attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to insure desired high standard of maintenance; and in general, to provide adequately for a residential subdivision of a high quality and character.

ARTICLE III

GENERAL RESTRICTIONS.

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1. LAND USE AND BUILDING TYPES: All lots in said addition shall be used for private residence purposes only, and no building, except as specifically authorized elsewhere in the Declaration, shall be erected, re-erected, or maintained thereon, except one dwelling erected for occupancy by one family, and attached private garage containing no more than three, nor less than two, parking spaces for the sole use of the owners or occupants of the dwelling. A detached garage, not to exceed a three car garage, in addition to the attached garages may be constructed conditioned upon such location on the lot being approved by Developer and such location does not detract from the residence or adjacent properties. Other accessory buildings and structures may be erected in such manner and location only as hereinafter provided or as approved by Developer. When the construction of any building, accessory building or structure is started, work thereon must be prosecuted diligently and must be completed within a reasonable time (not to exceed one year from foundation excavation) including seeding and or sodding any disturbed land areas. No building accessory building or structure shall be occupied during construction.

2. BUILDING HEIGHT: No dwelling shall be erected, altered or placed which is more than three stories (3) or thirty feet (30) in height, whichever is lesser. No accessory building or structure shall exceed twenty (20) feet in height unless a greater height is approved in writing by Developer or unless such variation is approved as a part of the approval of the original plans of the building/buildings.

3. DWELLING QUALITY AND SIZE: It is the intention of these Covenants to assure that all dwellings shall be of high quality design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building code. The floor area of the dwelling, exclusive of attached garages, porches, carports, open terraces, finished basement and basement areas, shall be:

(a) For one-story dwelling-not less than 1,250 sq. ft.

(b) For dwelling of more than one story-not less than 1,650 sq. ft.

All Homes shall be architecturally designed to include a minimum of 25% of the front of the home covered with an approved form of masonry, i.e; brick, native stone, etc). Suitable foundation plantings shall be detailed on building plan at time of request for approval.

4. LOCATION ON THE LOT: Every dwelling and building of any type or nature must be located on the lot with a finish floor grade not lower than the roadway in front of the subject property and with the top of foundation grade, relative to roadway grade set forth on the plans. All buildings shall be located on the lot in accordance with the appropriate building and zoning code with buildings located not less than 35 feet from the front property line, and not less than 6 feet from the side lot line with combined sideyards of not less than 15' (city code shall prevail & whichever distance is the greater of the two) for such lot. Swimming pools and tennis courts shall require location approval by Developer and in no case shall be located closer to a side or front set back line than established for dwellings and shall be screened by shrubs and or privacy fencing. Lighting of such courts and pool areas shall be designed to not unduly interfere with adjacent property owners quiet enjoyment of their premises.

5. DRIVEWAYS AND PARKING AREAS: Access driveways and other parking areas shall be constructed of concrete. Any area used for parking or driving of automobiles over frequently enough to disturb the grassed area shall be deemed parking areas and shall be hard surfaced in accordance with the foregoing.

(Revised) WC3rstr1/B74DB spgb32*-22 (2)

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6. CITY SIDEWALKS: All lots shall have city walks in accordance with code requirements with same installed within two years after lot purchase and or a cash bond posted with Developer equal to such cost with Developer reserving right to install at such time as Developer's bonding company requiring same.

7. UTILITY, TILE AND DRAINAGE EASEMENTS: Developer hereby reserves all easements for utilities or drainage (and such other drainage easements as now located on the premises or man made drainage swales) shown on the recorded plat and as set forth herein with full rights of ingress and egress for itself, its Agents, employees and assigns over any part of the easement property for the purpose of installing and servicing drainageways and the utilities for which the easements are reserved. A minimum 5' wide drainage and utility easement is reserved on all sideyards with 10' on all rear property lines of each lot irrespective if same is shown on final plat. In addition to such easement there shall be a 30' wide drainage easement (15' on each side of center line) of any installed storm sewer line installed prior to transfer of property to third party owner by Developer. No building, accessory building or structure, including walls, fences, paving or planting, shall be erected upon any part of the easement premises which will interfere with the rights of ingress as provided for in this paragraph.

Any drainage ways and installed drain tile shall be kept open at all times to serve the purpose for which they were designed, no surface ground and or roof water runoff shall be piped into the underground tile. Any person damaging or blocking any tile and or drainage way shall immediately repair same and failure to do so within 7 days after notification by Developer of necessity of making such repair then Developer shall have the right to enter the premises and repair same with the damaging party involved for such repairs. Should any tile or drainageway located on a common property line be blocked or damaged and it is not evident who the damaging party is then both adjacent property owners shall share the responsibility of curing the fault and or the Developer may repair same and invoice both parties. Nothing herein precludes the Developer, in an emergency, from repairing damaged tile to preclude further damage to some other property.

8. HOME OCCUPATIONS, NUISANCES AND LIVESTOCK: No home occupation, noxious or offensive occupation or profession shall be conducted in any dwelling or accessory building thereto located in said subdivision or on, in or upon any premises, nor shall any thing be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No livestock, poultry, or more than two dogs or cats over four months of age shall be kept or maintained on any lot. The use of any carport, driveway or parking area which may be in front of, adjacent to, or part of any lot as a parking place for recreational or commercial vehicles or articles is prohibited. All "commercial vehicles" (automobiles, station wagons, trucks, trailers, etc.) "recreational vehicles or articles shall be stored inside garages at all times. All garage doors facing on to any roadway shall have garage doors closed at all times except during access and egress.

9. MAILBOXES, TELEVISION, RADIO ANTENNAS AND TOWERS, AND FENCES: Mailboxes shall be of quality design and approved by Developer. No television or radio antennas shall extend beyond a height of thirty feet and no flag pole shall extend beyond twenty feet unless approved by Developer. Any fence between house and public roads shall be of a decorative type approved by developer. Should security type fencing be desired then vinyl clad earthtone chain link fence may be installed in conjunction with a decorative fence.

10. TEMPORARY STRUCTURES: No trailer, basement of an uncompleted building, tent, shack, garage, barn and no temporary building or structure shall be used at any time for residence, either temporary or permanent. Temporary building used during the construction of a dwelling shall be on the same lot as the dwelling, and such structures shall be removed promptly upon completion of the dwelling.

11. PARKING EQUIPMENT, TRUCKS AND RECREATIONAL VEHICLES;

(a) No truck larger than a 3/4 ton pickup truck shall be maintained, or parked on the premises for any purpose (other than for loading and or unloading) in said addition and no part of any lot shall be used at any time either temporarily or permanently for storing of any automobile, truck, bus, trailer or other motorized vehicle which is in an inoperative state, or for the dismantling of same unless placed inside of a garage or other suitable building with stored items not visible to either the public or adjacent property owners.

(b) No business property, farm or construction equipment (other than that used by Developer to develop and/or maintain said subdivision or common area of the subdivision with such equipment stored inside a suitable building), machinery, or other property of any kind whatsoever; ie lawn mowers, miscellaneous building materials, bicycles or unused equipment which would be unsightly to an adjacent property owner or which may become an annoyance or nuisance to the neighborhood, or which may be unsightly or create a rodent or health problem shall be stored on any lot.

(c) No boats, boat trailers, and or other trailers shall be kept on the premises with same visible from the street or adjacent property.

12. LOT AND PREMISES MAINTENANCE: The title holder of each of said lots, vacant or improved, shall keep his lot or lots free of weeds and debris including the parking and should Developer ascertain lot needs mowing shall notify Owner and 7 days thereafter may cause the lot to be mowed and costs assessed Owner. Failure of owner to promptly pay said costs of required lot maintenance shall cause developer to place a lien of record at the highest permissible interest rate.

No vegetable garden shall be planted closer to the front property line than 35 feet and no closer to a side lot line than 15 feet unless screened from adjacent properties and public roadway by solid screening hedge and or privacy fence.

No dog runs or kennels shall be placed closer than 25 feet to any property line and must be of a design approved by Developer.

13. ARCHITECTURAL CONTROLS: The purpose of architectural control is to secure an attractive harmonious residential development having continuing appeal. Construction of a building, accessory building, fence, wall or other structure shall not be commenced, nor shall any addition, change or alteration thereto be made (except interior alterations) until the construction plans and specifications showing the nature, kind, shape, height, materials, color scheme, and location on the lot together with grading plan, landscape plan and drainage plan (including underground drains and piping) have been submitted and approved by Developer. Developer hereby retains in it's absolute discretion the right to refuse any construction, grading and landscape plans which Developer deems not suitable or compatible with the neighborhood and the intent of this paragraph.

14. LOT OWNERS AND ARCHITECTURAL REVIEW COMMITTEE: Upon 100% of all lots being sold and or Developer elects to delegate it's responsibilities under these covenants (whichever first occurs) then all of the responsibilities and benefits granted Developer hereinabove shall flow to a Non Profit Owners Corporation or Home Owners Association as provided for under Chapter 504A Code of Iowa. Such Home Owner's Association may (at the sole discretion of Developer) incorporate into such corporation and or association any adjacent land developed by the Developer with same added to and incorporated into such association. Developer and Committee Members shall be immune from legal action as a result of any actions relative to the Committee's responsibilities.

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15. HUNTING AND TRAPPING: No firearms shall be discharged in said subdivision and no hunting and or trapping either with firearms or bow and arrow shall be allowed at any time. Any violation of this paragraph may be cause for filing misdemeanor charges against said violator by any Owner of property or Developer in said addition and or adjacent additions.

16. DEVIATIONS BY AGREEMENT WITH DEVELOPER: Developer hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of owners of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth herein, provided there are practical difficulties or particular hardships evidenced by the Owner desiring such deviation. Any such deviation shall be placed in writing and shall not constitute a waiver of the particular covenant involved or any other Covenant as to the remaining property in the subdivision.

17. HOME/LOT OWNERS ASSOCIATION: A non profit home and lot owners association shall be formed in which all owners of lots and or homes in Wolf Creek Third Addition to the City of Hiawatha, Iowa shall, by ownership of such property, become members thereof. Such association shall be responsible for the maintenance and care of all common property as may be further designated, including but not limited to the common areas of all drainage ways and detention ponds.

ARTICLE V.

GENERAL PROVISIONS

Each of the Covenants set forth in this Declaration shall continue and be binding for an initial period of twenty one years from the date of recording of this Declaration and thereafter for successive periods of one year upon all property owners approving such one year extension.

The foregoing restrictive covenants are hereby approved and accepted by the Developer/Owner of the land.

Caribou Investments, Inc.
by *[Signature]*
Dated 3 June 1994 Leland P. Wells (Pres. & Sect'y)

FILED
KANE
RECORDED
29 JUN 1994
P 1: 44
LINN COUNTY, IOWA

NOTARIAL ACKNOWLEDGMENT.

STATE OF IOWA)
COUNTY OF LINN)

On this 3rd day of June, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared before me and personally known by me, who, being by me duly sworn, did say that he is the President and Secretary, respectively, of said corporation who executed the within and foregoing instrument, that no seal has been secured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that the said Leland P. Wells, as the aforementioned officers acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him executed.

By *[Signature]*
Mary S. Heeren
Notary Public in and for said State.
Notary does not use seal

(5.)

FILED FOR RECORD
1:44 PM
JUN 14 1994
RECORDED LINN CO., IOWA