

RESTRICTIVE COVENANTS

"WOLF CREEK" FOURTH ADDITION  
TO THE CITY OF HIAWATHA, LINN COUNTY, IOWA.

BOOK 3217 PAGE 580

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

This declaration is made this 8th day of August 1995, by Caribou Investments, Inc. (hereinafter referred to as Developer's) it's successors and assigns.

WITNESSETH:

DOCUMENT NO. 5616  
RECORDING FEE 25.00  
AUTOMATION FEE 6.00

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 20 inclusive, "Wolf Creek Fourth Addition to the City of 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 that land and lots described therein 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.

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 six months from foundation excavation). 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 with an approved form of masonry, ie; brick, native stone, etc.

All homes shall incorporate a suitable landscape plan and shall include not less than 2 shade trees of size approved by Developer or other suitable trees and foundation plantings. Such landscape plan must be submitted with building plans. All front yards, 15 feet back of home and sideyards shall be sodded with balance of the lot sodded or seeded and landscape completed within 45 days of Occupancy Certificate, weather permitting.

There is a restriction against lawn ornaments in the front yards, ie; windmills, wishing wells, statuettes of animals or people. Nothing contained herein restricts holiday type decorations for the season displayed.

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. All buildings shall be located on the lot in accordance with the appropriate building and zoning code 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 have surfacing of concrete and or asphalt over typical 6" of stone. 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.

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6. EXCAVATION & BACKFILL: All settlement which occurs on any lot resulting from excavation and or utility line installation shall be promptly filled and seeded or sodded.

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 sideyard and rear property lines of each lot irrespective if same is shown on final plat. 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. 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 invoiced 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. Any damaged tile resulting in damage to other parties property shall be the damaging parties liability with the Developer held harmless.

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 then 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 (and including the city street), 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 ANTENNAE AND TOWERS, AND FENCES: Mailboxes shall be of quality design and approved by Developer. No television or radio antennae 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 streets shall be of a decorative type approved by developer. Should security type fencing be desired then vinyl clad earhtone chain link fence may be installed in conjunction with such split rail 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.

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(3.)

## 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 a subdivision or common area of a subdivision), 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 30 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 and including landscape design. 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 descretion 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 descretion 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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(4.)

15. 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.

16. HOME/LOT OWNERS ASSOCIATION; A non profit Home and Lot Owners Association shall be formed to which all owners of lots and or homes in Wolf Creek Additions to the City of Hiawatha, Iowa shall, by ownership of such property, become members thereof. Such association shall be responsible for the maintenance of the common area of the subdivisions, including but not limited to; detention pond and area, landscaped entry, drainageways, etc. with any costs incurred for same spread equally over all members of the association.

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.

*[Handwritten signature]*  
Dated 8 August 1995 Leland P. Wells (Pres. & Sect'y)

FILED  
E.F. KANE  
COUNTY RECORDER  
95 AUG 15 9:27  
LINN COUNTY, IOWA

STATE OF IOWA )  
COUNTY OF LINN )

On this 8th day of August 1995 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 *Rita Pauly*  
Rita Pauly  
Notary Public in and for said State.  
Notary does not use seal

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FILED FOR RECORD  
AUG 15 1995  
9:27 AM  
*Eugene F. Kane*