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RESTRICTIVE COVENANTS
"WOLF CREEK" FIFTH ADDITION
TO THE CITY OF HIAWATHA, LINN COUNTY, IOWA

L4,5,6,7/97

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

This declaration is made this 14th day of March, 1987, by Caribou Investments, Inc. (hereinafter referred to as Developer's) its successors and assigns.

WITNESSETH:

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 occupied subject to the conditions, covenants, restriction, 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 16 inclusive, "Wolf Creek Fifth 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.

ARTICLE III
GENERAL RESTRICTIONS

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 sided 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 to Developer for his approval prior to commencing installation of such landscaping. All front yards, 15 feet back of home and sideyards shall be sodded with balance of the lot sodded or seeded with the landscape completed within 45 days after Occupancy Certificate received, weather permitting.

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.

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 or blocked drainageway which results 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 than two dogs or cats over four months of age shall be kept or maintained on any lot.

9. **MAILBOXES, TELEVISION, RADIO ANTENNAE AND TOWERS, AND FENCES:** Mailboxes shall be of good 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 that is to be constructed must be approved by Developer as to location, color and style and such fence shall not be placed closer to the street than the front corner of the garage and or house (whichever sets back the farthest from the street). The fence shall be of a decorative type approved by developer and shall be constructed of vinyl clad earthtone chain link fence and or wooden. No unfinished raw aluminum chain link fences shall be allowed.

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 ¾ 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.