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LINN COUNTY, IOWA

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

L, 5, L10/97

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

This declaration is made this 3rd day of July, 1998, by Caribou Investments, Inc. (hereinafter referred to as Developer's) it's 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, (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" Sixth 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 the design, materials and 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 1,000 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 as set forth further in this document and shall be submitted to Developer for his approval prior to commencing installation of such landscaping.

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 must 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 and shall be graded to preclude blocking or retarding drainage of subject and or adjacent lots. 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 contained herein precludes the Developer, in an emergency, from repairing damaged tile or blocked drainageway 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.

- (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 RV homes boats, boat trailers, and or other trallers shall be kept on the premises with same visible from the street or adjacent property.
- (d) 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 (Trucks, Trailers, etc.) recreational vehicles 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 or while working in the outside area.
- (e) No vehicles shall be parked on the street overnight except in an emergency (or visitors not to exceed one week duration) in which event said parked vehicles shall be parked in front of the home being visited.

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 (if, and probably will not be allowed, at sole descretion of Developer) must be approved by Developer both as to design and location), and if allowed must be placed no closer then 25 feet to any property line.

13. (a) LANDSCAPING:

All front yards, side yards and 10' back of the homes shall be graded and sodded with the balance of the lots either sodded and or seeded with good quality seed and fertilizer.

Landscaping, ie; trees, shrubs and foundation shrubs and plantings shall be submitted for Developer's approval along with the plans and shall be of a quality and value (\$800) commensurate with the model homes by Al Wells Homes in the area (2230 Wolf Creek Trail.

Such landscaping set forth above must be completed within thirty days of completion of construction and or prior occupancy, whichever date shall first occur, weather permitting.

(b) EXCESS DIRT FROM GRADING & FOUNDATIONS:

Any excess dirt from construction (at descretion of Developer) shall remain on the project and delivered and or placed in localions designated by Developer. This is to preclude tracking dirt and mud on the streets to the detriment of present owners and occupants of residences in the subject plat or adjacent plats.

(c) LAWN ORNAMENTS:

No lawn ornaments, ie; grottos, windmills, wishing wells, statuettes, etc. shall be permitted in the front yards (and only permitted in rear yards, if rear yards are fenced) of the homes and excepting those ornaments typical of certain holiday season's.

(D) **SIGNS.** No contractors, subcontractors signs or signs of any type or nature shall be placed on the property, (excluding Realtors for sale signs on existing homes) without the written permission of the Developer, which consent the Developer shall not be obligated to grant. In the event such signs are placed the Developer reserves the right to remove same without same being deemed criminal or otherwise trespass and without the responsibility of preserving such signs.

(E). **PROMOTIONS:** Speculative (for sale) homes built to be sold later, may only be built with written approval of Developer (at time of signing purchase agreement) with such restrictions as may be set forth between the two parties at that time.

No home may be used by either Owner or Contractor for advertising purposes either during construction or thereafter for the purpose of selling homes in areas other then the subject subdivision.

14. **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 the paragraph.

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15. LIENS. All Covenants, liens and other provisions set forth in this Declaration shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the Real Estate; and none of the Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure or sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any and all property so purchased or acquired subject to all of the Covenants, liens or other provisions of this Declaration.

16. FEES AND COSTS: Should it be necessary for Developer and or any successor to employ an attorney to enforce the covenants then such costs shall be added to any other cure costs that may be assessed against the Owner and as set forth above. Should Developer elect 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 any or all Wolf Creek Additions and or 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.

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. INVALIDATION. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall run in full force and effect.

18. NOTICE. A written or printed notice, deposited in the Unites States Post Office, postage prepaid, and addressed to any owner of the last address filed by such owner with Developer, or such notice delivered to the address of the subject property, shall be sufficient prior notice to such owner wherever notices are required in this Declaration.

19. 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 in Wolf Creek, 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. The Developer shall hold 51% of the Owner/managership of the Association (and the Architectural Control Committee) until 100% of all lots in the subject subdivision and adjoining subdivisions that may be a part of the association are sold by the Developer (and or the Developer, at his sole descretion,) elects to delegate its responsibilities under these covenants to the Association, whichever event shall first occur.

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. Each or any of the Covenants may be modified, amended or changed upon approval of 66.2/3% of the property owners of record, however Developer's rights as set forth herein may not be modified or diminished without Developer's written approval.

Future Wolf Creek Additions may, at the descretion of and by Developer's recorded written reference, be bound by the terms and conditions of the foregoing covenants.

The foregoing Restrictive Covenants are hereby approved and accepted by the Developer/Owner of the land.

Caribou Investments, Inc.

*[Signature]*  
Dated 3 July 1998, Leland P. Wells (Pres. & Sect'y)

STATE OF IOWA )  
COUNTY OF LINN )

On this 3rd day of July, 1998 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 afurereferenced officers acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him executed.

*[Signature]*  
Patricia D. Casey 0739Y  
Notary Public in and for said State  
No Seal Required or Applied

