

DECLARATION OF COVENANTS,
CONDITIONS AND
RESTRICTIONS
Dallas County, Iowa

FOR

FINAL PLAT OF
TWIN PINES PLAT NO. 1

THIS DOCUMENT PREPARED BY AND WHEN RECORDED RETURN TO: Roger J. Hudson, Sr., Attorney at Law, 5015 Grand Ave, Suite 100, West Des Moines, IA 50265.
Telephone: 515/223-4567.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOTS 1 THROUGH 49, INCLUSIVE, IN TWIN PINES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF DALLAS COUNTY, IOWA

(SINGLE FAMILY)

KNOW BY ALL MEN BY THESE PRESENTS

THIS DECLARATION is made this ____ day of June 2006, by James Francis Price, (hereinafter called "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of real estate in Dallas County, Iowa described as:

LEGAL DESCRIPTION- The Southwest 1/4, AND the Southeast 15 acres of the Southeast 1/4 of the Northwest 1/4 of Section 28, ALL lying Northerly of the present Northerly right-of-way line of Interstate 80 in Township 78 North, Range 28 West of the 5th P.M., Dallas County, Iowa, described as follows: Commencing at the West 1/4 corner of said Section 28; thence N 89°55'24" E a distance of 230.10 to the Point of Beginning; thence continuing along said last described course a distance of 1409.86'; thence N 00°23'36" E a distance of 656.07'; thence N 89°55'34" E a distance of 987.38'; thence S 00°09'33" W a distance of 969.79'; thence N 89°50'03" W a distance of 38.96'; thence S 07°46'30" W a distance of 151.54'; thence S 01°04'47" W a distance of 78.63'; thence N 89°11'01" W a distance of 1095.47'; thence S 00°00'00" E a distance of 923.98'; thence S 67°00'00" E a distance of 62.36'; thence N 82°05'37" E a distance of 351.56'; thence S 22°56'36" E a distance of 466.53' to the Northerly right of way line of Interstate 80; thence S 78°47'14" W, along said right of way line, a distance of 766.15'; thence S 74°16'21" W, along said right of way line, a distance of 623.00'; thence N 64°17'23" W, along said right of way line, a distance of 346.21'; thence S 70°15'10" W, along said right of way line, a distance of 287.50'; thence N 30°29'52" E, a distance of 399.67'; thence N 07°20'07" E, a distance of 380.71'; thence N 14°21'51" W, a distance of 174.47'; thence N 61°58'12" E, a distance of 128.39'; thence N 24°36'43" W a distance of 73.24'; thence S 78°25'45" W a distance of 169.11'; thence N 07°21'40" W a distance of 193.22'; thence N 00°10'45" E a distance of 942.41' to the Point of Beginning. Containing 91.29 acres including 1.72 acres of county road right-of-way

Final Plat of Twin Pines Plat No. 1

WHEREAS, Declarant is desirous that all lots in Twin Pines Subdivision a.k.a. Final Plat of Twin Pines Plat No. 1 (hereinafter Twin Pines), except Lots 4 and 25, be subject to the Covenants, Conditions and Restrictions for the benefit of Owners within the Property and set forth herein, and further desires to establish the Twin Pines Homeowners' Association described and created herein;

NOW, THEREFORE, Declarant hereby publishes and declares that each lot located in Twin Pines, except Lots 4 and 25, shall be held, occupied, sold and conveyed subject to the following Easements, Restrictions, Covenants, Conditions, Uses, Limitations, and Obligations, all of which are for the purpose of protecting the value and desirability of Twin Pines and all of which shall run with the land and shall be a burden and a benefit to, and shall be binding upon the Declarant, his successors, assigns, grantees, executors, administrators, and devisees:

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration, or upon the plat aforesaid, or any supplemental plant covered by the Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

"Association" shall mean and refer to Twin Pines, Homeowners' Association, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa, 2005 as amended.

"Association Responsibility Elements" shall mean the following:

- a. Driveways and sidewalks
- b. The Common Area, and Common Elements including but not limited to the private storm and sanitary sewers, storm water drainage and detention areas, the private street, street lighting and identification signs/entrance monuments located in easement areas.

"Board of Directors" shall mean and refer to the Board of Directors of Association.

"Common Area" shall include the Private street and any other area that is not a part of a Lot as defined herein.

"Common Elements" shall mean all common water lines, sewers, gas lines, electric lines, and other utility service facilities located within the properties that serve more than one

"Living Unit" as well as signs, the private street lighting, if any.

"Declarant" shall mean and refer to James Francis Price, who has made and executed this declaration, and his successors and assigns. A successor or assign of the Declarant shall mean only one person or entity who is both a transferee of more than one lot and a transferee of all lots owned by the Declarant immediately prior to such transfer.

"Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restriction to which the Properties are subject.

"Lot" shall mean and refer to the individual lots 1 through 49 (except lots 4 & 25) in Twin Pines Subdivision (see legal description above) located in Dallas County, Iowa, as shown on the Official Plat thereof.

"Living Unit" shall mean and refer to any portion of a building situated upon a lot and designed and intended for use and occupancy as a resident by a single family.

"Lot Owner" shall mean each person or entity who is a record owner of a fee or undivided fee interest in any lot located within Twin Pines; provided, however, that in the event of the recording of a contract for the sale of a lot, the contract purchaser shall be deemed the Lot Owner; and provided further that in the event a fee interest of record is held merely for the security for performance of an obligation, then the obligor in possession shall be deemed the Lot Owner, and excluding those having a lien upon the property by provision or operation of law.

"Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

"Private Street" shall mean the street owned by the Association that is located within the common area, and shall be common element.

"Road" shall mean the area designated as an existing or proposed driveway on the final plat of Twin Pines.

"Twin Pines" shall mean all lots in Twin Pines Subdivision, except Lots 4 and 25, as set forth on the final plat of Twin Pines Subdivision attached hereto as Exhibit "A".

ARTICLE I.

General Use Restrictions and Building Specifications

Lots 1 through 49, inclusive, in Twin Pines (legally described as above), an Official Plat, now included in and forming a part of the Dallas County, Iowa ("Property") shall be held, maintained, occupied, sold and conveyed subject to the following Covenants, Conditions and Restrictions, as well as those Covenants, Conditions and Restrictions set forth elsewhere in this Declaration:

A. Single Family Residence.

The use of Lots shall be limited to single family residential use. The term "single family"

shall have the same meaning under this Declaration as contained in the Dallas County, Iowa, Zoning Ordinance. Uses of land or structures customarily incidental, accessory and subordinate to the single family residential use as permitted by the Dallas County ("County") Zoning Ordinance are permitted unless prohibited or otherwise regulated by this Declaration.

B. Playhouses and Sheds.

Playhouses, utility buildings, tool sheds, storage sheds, additional garage, or other similar structures shall be at least twenty (20) feet away from any Lot line and may only be placed in the rear yard of a Lot and shall be securely anchored on a suitable concrete, concrete block or slab foundation. All building must be approved by the Architectural Control Committee of the Board of Directors of the Twin Pins Homeowners' Association ("Homeowners' Association").

C. Garages.

All dwellings shall have at least a two-car attached garage.

D. Fences and Hedges.

No fences, walls, or barriers shall be permitted upon Lots or property lines except as follows:

(I) Fences, walls or barriers shall be permitted only along rear Lot lines and side Lot lines behind the dwelling (rear yard) but they shall not exceed eight (8) feet in height.

(ii) The fence screening material, shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including a chain link fence around a dog run, shall be permitted unless it is a black vinyl clad fence. Fencing material shall be limited to black vinyl clad fence, black wrought iron, or concrete block with suitable stucco finish. The Board of Directors of the Homeowners' Association shall have the authority, in its sole discretion, to permit alternative fencing materials which would be in harmony with the neighborhood. All fences shall be kept in good repair and attractive appearance.

E. Trees.

The knocking down or cutting down of trees should be limited to the minimum needed for construction on a Lot or the removal of diseased or dead trees.

F. Utility Meters.

Utility meters shall be hidden architecturally or through the use of remote reading devices.

G. Mailboxes.

All mailboxes shall be uniform in appearance, size, type, location, design, color and materials and shall be provided by Lot Owners within the Property and

maintained by Owners in accordance with guidelines, rules and regulations established by the Board of Directors of the Association.

H. Measurement of Setbacks.

The minimum setbacks as specified in this Declaration shall be measured from the Lot line from which the setback is being measured to the nearest building or structure. No buildings or structures (except for permitted fences or mailboxes) shall be constructed or maintained within the required minimum setback area. The definition of the terms "front yard", "side yard", "rear yard", "building", "structure" or other similar term relating to setbacks shall be the same as that definition contained in the County's Zoning Ordinance now or in the future.

I. Utilities

All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and maintained underground except for that portion which utility companies customarily require to be above ground in the immediate proximity of any exterior utility meter.

J. Security Lighting.

Security or decorative lighting for driveways, parking and other areas shall be designed, located and directed in a fashion which will avoid direct lighting onto adjoining Lots.

K. Paving of Driveways.

All parking and driveway areas shall be hard surfaced, using a suitable thickness of Portland cement, brick pavers, stamped concrete, or asphalt. Crushed rock can be installed for any roads behind the house. The driveway shall extend to the public street and be of sufficient length to accommodate the back-to-back parking of at least two standard size sedan automobiles without encroaching on the street right-of-way.

L. Seeding or Sodding.

All portions of a Lot not occupied by structures, walkways, driveways, parking or landscaping and which have been disturbed during construction shall be sodded or seeded within ninety (90) days after completion of construction on a Lot unless weather conditions make this requirement impossible to meet, in which event the Board of Directors of the Association shall establish a reasonable period of time for compliance. If the sodding or seeding is not fully successful, the affected area shall be re-sodded or re-seeded. See also section Y of this Agreement, entitled "Maintenance of Lot."

M. Garbage Cans, Firewood, Equipment, and repair of Vehicle

Items such as garbage cans, firewood, clotheslines, lawn or garden equipment, building materials and other similar items shall be stored out of public view. Garbage or trash receptacles may be placed curbside the evening before pick-up and

shall be returned to acceptable storage out of public view by the evening of the day of pick-up. Furthermore, any repair of motorcycles, automobiles, vehicles, boats or equipment shall be done out of public view. The term "out of public view" as used in this paragraph or elsewhere in this Declaration shall mean that the item in question cannot be seen from any street or from any other Lot.

N. Offensive Vehicles.

No vehicles offensive to the neighborhood shall be stored, parked or abandoned on any Lot or street. Nothing in this paragraph, however, shall prohibit the parking of usual and customary construction equipment and vehicles during the time construction takes place on a Lot or street.

O. Boats and Equipment.

No boat, snowmobile, tractor, recreational vehicle, camper, trailer, auto-drawn or mounted trailer of any kind, truck, aircraft, camper truck or similar equipment shall be maintained, stored or parked on any Lot unless it is stored or parked out of public view. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading, excavating equipment, commercial vehicles, or semitractor/trailers shall be parked, stored, kept or maintained in any yards, driveways or street. However, this section shall not apply to pick-up trucks or customary sport utility vehicles (SUV). In addition to the foregoing, this section shall not apply to temporary parking of commercial vehicles or excavating equipment which are necessary for construction on a Lot.

P. Temporary Structures; Mobile Homes.

There shall be no occupancy or use of temporary structures or partially completed structures. No home or other building shall be moved onto any Lot. No mobile homes, prefabricated homes, modular or factory manufactured homes shall be permitted at any time. All homes and buildings, including outbuildings, shall be "stick built." The intent of this Covenant is not to keep out homes that are built offsite, commonly referred to as "modular homes." These structures can be placed on the project if approved by the Board of Directors of the Homeowners' Association.

Q. Architectural Character.

The architectural character of any structure shall be in harmony with, and compatible with, other structures located on the Property as well as the neighboring area and environment and also meet the building standards described below in **Article II** and shall have been first approved by the Architectural Control Committee of the Board of Directors as set forth more fully in these Covenants, Conditions and Restrictions.

R. Exterior Foundations.

Exterior foundations exposed above finish grade which are not faced with brick or

stone shall be painted to match the rest of the structure; provided, however, that in no event shall any exterior foundation be exposed more than twelve (12) inches above finish grade which is not faced with brick or stone.

S. Roof Material.

Roof materials shall be slate, tile, copper, medium to thick butt wood shingles or high quality asphalt shingles with a weight rating of at least 300 pounds, unless otherwise approved by the Board of Directors of the Homeowners' Association.

T. Swimming Pools.

Above-ground swimming pools or non-permanent swimming pools are prohibited. Below ground swimming pools shall be allowed; however, the Lot Owner shall be responsible to provide proper security fencing completely surrounding the pool shall meet governmental safety requirements for pools.

U. Satellite Dish.

A satellite earth station antenna or parabolic device used to receive television or telecommunication signals from satellites (Satellite Dish) shall be permitted only if it meets the following requirements:

- (i) The Satellite Dish shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in an acceptable fashion;
- (ii) The Satellite Dish shall not exceed 18 (eighteen) inches in diameter or as measured diagonally;
- (iii) The Satellite Dish shall be installed and maintained in accordance with rules and regulations as may be adopted from time to time by the Board of Directors of the Homeowners' Association. In no event, however, shall the regulation of satellite dishes conflict with The Telecommunications Act of 1996, as amended, or other applicable Federal Act as well as any Federal Rules promulgated pursuant thereto. If there is a conflict between Federal law and the terms of this subparagraph U or the terms of any regulations adopted by the Declarant or the Homeowners' Association, the terms of the Federal law shall control.
- (iv) The Dish must not be visible from the street.

V. Dog Runs and Houses.

Dog runs shall not be permitted unless they are located at the rear of the house or garage and extend toward the rear of the Lot from that portion of the house or garage which is closest to the rear Lot line. Any dog house shall have the same external appearance, color and building material as the home situated on the Lot, and shall

be constructed and maintained in an attractive and workmanlike manner. No dog house or dog run shall be located within any setback area required by this Declaration.

W. Towers.

No home amateur ("ham") radio tower or other communication tower, mast or pole of any kind shall be constructed or maintained on any Lot; provided, however, that a video communication tower or mast may be constructed and maintained on a house or building if the tower, mast or antenna does not extend higher than twelve (12) feet above the roof line of the home. If there is a conflict between The Telecommunication Act of 1996, as amended, and the Federal Regulations promulgated pursuant thereto and the terms of this subparagraph W, the terms of the Federal law shall control.

X. Noxious Activities; Livestock.

No noxious or offensive activity, sound, vibration, noise or odors shall be permitted on or to escape from any Lot, nor shall anything be maintained or done thereon which is or may become an annoyance, offensive or a nuisance either temporarily or permanently. No animals, livestock, pigs, snakes or poultry of any kind shall be raised, bred or kept on any Lot or within any house or structure on a Lot except that domestic dogs (but not pit bull dogs), cats, and other small commonly accepted domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes or sale to the public and so long as they do not present any health or safety hazard or cause any offensive activity, sound, noise or odor. In no event, however, shall more than two (2) dogs (but not pit bull dogs) and two (2) cats be maintained on any one Lot. Dogs shall be tied, kept on a leash, fenced or kept in a dog run at all times. Owners of dogs and cats shall promptly clean up after their pets, especially any droppings on sidewalks, streets, or neighboring Lots.

Y. Maintenance of Lot.

The owner or person in possession of any Lot, whether vacant or improved, shall keep the Lot free of trash, litter and debris and shall keep the sodded or seeded portion of the Lot attractively mowed so that the grass and vegetation do not exceed six (6) inches in height. This mowing requirement, however, shall not apply to areas maintained in their natural state or to areas of the Lot where wildflowers are maintained. Each Owner of a Lot agrees that after he or she receives written notice given by certified mail, return receipt requested, or delivered in person by written notice, by the Declarant or the Association, such grass or vegetation shall be cut and trash, litter and debris removed within five (5) days of receipt of the notice. If the appropriate corrective action is not taken within five (5) days of receiving notice, the Association or the Declarant shall have the right (but not the duty) and easement to enter upon the premises and mow or cut the grass or vegetation or remove the offending trash, litter and debris. If the Association elects to mow or remove the trash, litter and debris

from the offending Lot after giving the above-described notice, the Association shall have the right to assess the cost thereof against the offending Lot in the same fashion as other assessments are imposed on Lots by the Association and to establish a monetary penalty for breach of the maintenance requirement set forth in this paragraph.

Z. Home Business.

A customary home business or profession may be permitted so long as (I) it is conducted wholly within the residence, in compliance with any applicable zoning ordinance or other similar governmental regulation; (ii) it will not cause increased traffic, truck deliveries, or congestion within the Property; and (iii) there will be no outward indication, signs or otherwise, indicating the home business enterprise.

AA. Erosion Control.

All Lot Owners as well as their contractors or agents shall be responsible for implementing appropriate erosion control measures before, during and after any construction or excavation on a Lot. Such measures may include temporary sedimentation areas, silt fences and ground cover. If in the opinion of the Declarant or the Association erosion is not properly controlled, corrective action may be taken by the Declarant or the Association, and an automatic easement is hereby reserved and granted to implement the corrective action, and the actual costs thereof plus an administrative fee, as determined by the Association, shall be assessed against the offending Lot.

BB. Burning Prohibited.

No trash burning or burning of building materials, leaves, branches or other material shall be permitted on any Lot, unless otherwise approved by the Board of Director of the Association. In no event, however, shall the regulation of the burning of items of any kind conflict with applicable local, state, or federal laws promulgated pursuant thereto. If there is a conflict between the laws and the terms of this paragraph BB or the terms of any regulations adopted by the Declarant or the Homeowners' Association, the terms of the local, state, or federal laws shall control.

CC. Drainage.

Drainage from an Owner's Lot shall not adversely *affect* any other Owner, Lot, street or structure and each Owner shall indemnify and hold harmless all other Owners, the Declarant and the Association from and against any and all damages or liability caused by an Owner's violation of this paragraph regarding drainage.

DD. Overland Flowage Easement.

By a separate document filed with the Dallas County Recorder an Overland Flowage Easement has been established over portions of certain Lots in the Property, which easement document is incorporated herein by reference. The

easement is for the purpose of draining land, including drainage of treated effluent and outflow from private sanitary treatment facilities serving lots in the Property pursuant to lawful permits issued by Dallas County or other applicable governmental entity. All Lot Owners and other persons shall comply with the terms of the Overland Flowage Easement.

EE. Signs.

There shall be no signs posted on or within the Property except reasonable "For Sale" signs maintained by Declarant or maintained by any agents or brokers regarding sale of Lots by Owners. Reasonable signs identifying that a home is protected by a security system shall also be allowed. In no event shall any sign permitted by this paragraph be placed on or near any entrance feature to the property or in the public right of way.

FF. Noise.

There shall be a limited noise level of thirty (30) decibels allowed to be emitted from any Lot when measured from any other Lot in the Property. Exceptions shall be lawnmowers, snow blowers, chainsaws, or other standard exterior maintenance equipment and construction work, for which levels may be higher but only between 7:00 A.M. and 9:00 P.M.

GG. Parking.

There shall be no parking of automobiles, motorcycles or vehicles of any kind on any of the streets in the Property. No vehicles shall be parked as to impede access from or to any Lot or public street. No fence, barrier, or other obstruction of any kind shall ever be placed or constructed so as to impede access from or to any Lot or public street. The Association shall have the right to adopt rules and regulations concerning parking on the Private Street.

HH. No Hunting.

No hunting, trapping, shooting of wildlife or discharging of firearms or bows and arrows shall be allowed in the Property.

II. Recreational Vehicles.

There shall be no recreational snow-mobiling or motorized off-road vehicle use or all-terrain vehicles use within the Property except directly to or from an Owner's residence and a destination outside of the Property. Such vehicles, however, maybe used for the conveyance of emergency supplies or emergency transportation.

JJ. No Change of Grade.

No person shall change the plat of the Property or elevation of any easement area or interfere with any easement area shown on the plat or the Property or by separate instrument, including electric lines and utility easements nor construct

any fence or place any obstruction on or over the easement area.

KK. Propane Tanks:

Any liquefied propane (L.P.) tank located on a lot shall be buried completely below ground.

LL. Subdividing Prohibited.

No Lot shall be subdivided, partitioned, replatted or in any way divided so as to create more than one parcel of real estate.

MM. No Waiver. Failure of the Association or any Owner to enforce any covenant, condition, or restriction, this Declaration, the A Articles of Incorporation, or Bylaws of the Association, or the rules and regulations adopted pursuant thereof, shall not constitute a waiver of the right to enforce the same thereafter.

NN. Restriction on Rental. In order to protect the integrity of this subdivision and to insure that those persons residing therein have a similar proprietary interests in their Lots and Living Units, no Lot and Living Unit located thereon shall be leased or rented to any person not having any ownership interest therein. Provided that on a showing of good cause, the Association Board may permit an Owner to lease their unit subject to such conditions or restrictions as the Board might impose.

OO. Creeks, Streams, Waterways. No creek, stream or waterway running through any lot shall be dammed or altered in any way by any person or entity other than the Declarant without the written consent of the Association. Such consent shall not be unreasonably withheld. Lots 47, 48, 17 and 18 have drainage easements that run with the land.

- i. Lots 6, 7, 8, and 9 shall be responsible for the upkeep of the water on those properties. A Pond Owners' Association will be established to regulate the use and upkeep of said water.
- ii. Lots 36 and 37 shall be responsible for the upkeep of the body of water shared by those lots. A Pond Owners' Association will be established to regulate the use and upkeep of said water.
- iii. Lots 32, 33, 34, 35, 36, 37, shall be responsible for the upkeep of the body of water shared by those lots. A Pond Owners' Association will be established to regulate the use and upkeep of said water.
- iv. Lots 12, 13, 14, 15, 16, 26, 27, 17 shall be responsible for the upkeep of the body of water shared by those lots. A Pond Owners' Association will be established to regulate the use and upkeep of said water.

- v. If any Lots are reached by these bodies of water at any time of the year, that Lot shall be part of the prescribed Homeowners' Association(s).
- vi. If any common area is affected by any of these bodies of water, the Homeowners' Association shall become a voting member of that Association.
- vii. If reasonable rules and regulations have not been established or are not being held by any of these associations the Twin Pines Homeowners' Association may meet to force a minimum standard of rules and regulations for those bodies of water, on a case by case basis. Otherwise, the Homeowners' Association shall not interfere as long as the rules and regulations of those Associations do not conflict directly with the rules and regulations, etc. set forth by the Twin Pines Homeowners' Association.
- viii. Any of the lot owners that touch the ponds may use the pond in its entirety on the surface of the water, but can only use the land that touches the water on their respective lots to enter and exit. The outer banks are restricted to use by each individual owner on their own lots. Those wanting to move around the pond on land must get permission from each pond owner to do so.

PP. Easements. Certain perpetual easements are dedicated to the lot owners within Twin Pines as follows:

- i. Lots 46, 47, 48, 17 and 18 have an easement that will run with the land that will allow the natural water runoff to pass to the pond.
- ii. Lots 15, 14, 13, and 12 will have tile run through the lots to allow for the proper drainage of septic systems on those properties.
- iii. Lots 40, 41, 35, and 66 will have an easement that will run with the land that will allow the natural water runoff to pass to the pond.

ARTICLE II

Architectural Control

A. Scope of Architectural Control. In order to preserve the general design for the development of the whole of Twin Pines as fine residential country estate community, no dwelling, Living Unit, or outbuilding or improvement of any kind, nor any addition thereto or landscaping shall be erected or undertaken upon any Lot unless the plan, design, building materials, landscaping plan and location thereof shall have first been approved by the

Architectural Control Committee of the Board of Directors. The Board of Directors shall establish an Architectural Control Committee composed of three (3) persons appointed the Board, all of whom may be members of the Board. Each committee person shall serve for a one-year term and no member of this committee, except the Declarants or their appointees, shall be allowed to serve more than three (3) consecutive terms.

B. Approval of Plans. No grading of any Lot, no dwelling, Living Unit or outbuilding of any kind, no Fence, wall or other structure, and no landscaping shall be commenced, erected, altered or maintained upon the Property, nor shall any exterior addition to or change in alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the harmony of the external design in relation to the surrounding homes and topography. Any change in appearance or color of any part of the exterior of a dwelling or outbuilding shall be deemed a change thereto and shall require the approval therefore as above provided.

C. Procedure. In order to obtain the approval of the Architectural Control Committee, an Owner shall submit a complete set of architectural plans, which plans shall show in sufficient detail the following:

- a. All exterior design elements;
- b. All exterior building materials;
- c. All exterior colors;
- d. Interior square footage and garage space;
- e. Location of all proposed improvements on the Lot; and
- f. All landscaping and grading details.

No approval of the plans shall be given unless the proposed improvement or construction shall meet all of the expressed provisions of this Declaration and shall be in accordance with the spirit and harmony of this Declaration, to be determined in the sole discretion of Architectural Control Committee.

The Architectural Control Committee shall make a decision within fifteen (15) days of receipt of a complete set of such plans. Failure to approve or disapprove such plans within fifteen (15) days shall be deemed approval.

ARTICLE III **Bulk and Setback Restrictions**

A. Setbacks.

In addition to the general use restrictions and building specifications set forth in Article I and the requirements for approval by the Architectural Control Committee in Article II above, the following building specifications shall apply to each Lot in the Property.

- (I) The front yard setback shall be at least 50 feet.
- (ii) The side yard setbacks shall be at least 20 feet (each side).
- (iii) The rear yard setback shall be at least 50 feet.
- (iv) Lots shall also be subject to all setbacks, easements and restrictions shown on the plat of the Property which is filed of public record.

B. Minimum Square Footage.

Dwellings shall have a minimum square footage of finished areas as measured to the exterior wall face of the finished areas as follows:

- (I) One story dwellings must have a main floor finished area of not less than 2100 square feet.
- (ii) One and one-half story dwellings must have not less than 2400 square feet with 1850 on the first floor.
- (iii) Two story dwellings must have not less than 2800 square feet.
- (iv) Split-level or split entry dwellings must have not less than 1850 square feet, directly under the roof and a total finished area of at least 2400 square feet.
- (v) Any other styles or sizes not enumerated above shall not be permitted unless approved by the Board of Directors of the Association in its sole discretion. .
- (vi) All building structures and/or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

C. Computation of Square Footage.

In computing minimum square footage under this Article, porches, including three-season porches, and decks, breeze ways, attics, garages and basements, even if finished, shall be excluded.

ARTICLE IV.
Enforcement of Covenants

A. Legal Action.

These Covenants, Conditions and Restrictions shall be deemed to run with the land to which they apply and all improvements thereon. The Owner of any Lot or portion thereof to which these Covenants, Conditions and Restrictions apply, the Declarant, or the Association may bring an action in any court of competent jurisdiction to enforce these Covenants, Conditions and Restrictions and enjoin their violation, mandate their compliance or to recover damages for the breach thereof or for any other remedy or combination of remedies recognized at law or inequity.

B. Penalties.

In addition to the remedies described above in Paragraph A or elsewhere in this Declaration, the Homeowners' Association is hereby authorized to levy against any Lot in violation of these Covenants, Conditions and Restrictions an assessment penalty not to exceed \$100 for each day a violation continues beyond thirty (30) days after notice of a violation has been given by the Homeowners' Association to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing in person. If the Owner of the Lot cannot be located after a diligent search or inquiry, or if the Lot Owner refuses delivery of notice, the Homeowners' Association shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Dallas County, Iowa. If the Owner has not fully complied with the Covenants, Conditions and Restrictions within thirty (30) days of receiving notice, or thirty (30) days after second publication of notice, the Homeowners' Association shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Homeowners' Association. Any Lot Owner objecting to the notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Homeowners' Association Board of Directors. Assessment of the penalty shall be stayed pending a hearing and final decision by the Homeowners' Association Board of Directors.

C. Delays in Enforcement.

No delay or omission on the part of the Association, the Declarant, or any Owner of land to which these Covenants, Conditions and Restrictions apply in exercising any rights, power or remedy herein allowed shall be construed as a waiver or acquiescence therein.

No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against Declarant, or any officer, employee or agent thereof or the Association on account of any action or inaction under this Declaration.

D. Conflict with Governmental Regulations.

The Property subject to this Declaration shall also be subject to any and all applicable regulations of the County and any other governmental entities having jurisdiction including, but not limited to, zoning ordinances, subdivision ordinances, life safety and building codes, environmental health or sanitation regulations as well as other such regulations. Whenever there is a conflict between the provisions of these Covenants, Conditions and Restrictions and the ordinances, statutes or regulations of the County, State, or other applicable governmental entity having jurisdiction over the Property, or any portion thereof, that provision which is most restrictive shall be binding unless otherwise prohibited or preempted by law.

E. Rules and Regulations.

The Board of Directors of the Association is hereby authorized to adopt rules and regulations pursuant to this Declaration to clarify any terms hereof, carry out the intent hereof, prescribe rules of conduct within the Property pursuant to this Declaration and to prescribe penalties for the breach of the rules and regulations or breach of this Declaration. The rules and regulations shall become effective upon a simple majority vote of Board members present at a Board meeting where a quorum is present.

ARTICLE IV.

Term of Covenants; Severability.

A. Duration.

All of the foregoing Covenants, Conditions and Restrictions shall continue and remain in full force and effect at all times and as to the Property, regardless of how title was acquired, from the date of filing of this Declaration until the 1st day of December, 2026, unless amended by an affirmative vote of two-thirds (2/3) of the Lots within the Property, (with each Lot entitled to one (1) vote), or unless amended as provided below in subparagraph E. These Covenants, Conditions and Restrictions shall automatically be extended an additional ten (10) years thereafter (and extended for successive ten (10) year terms thereafter in the same fashion) unless after the 1st day of December, 2026, two-thirds (2/3) of the Lot Owners within the Property in writing consent to terminate this Declaration or any part thereof, in which event this Declaration, or part thereof, shall be null and void effective as of the date when the consent is filed with the Recorder of Dallas County, Iowa. Any amendment or consent shall be accompanied by an affidavit by any officer of the Homeowners' Association certifying that two-thirds (2/3) of the Lot Owners within the Property (excluding Common Areas) have so consented as disclosed by the records of the Association. In determining ownership for purposes of consent, the records of the Association shall be conclusive. The Twin Pines Homeowners' Association is hereby appointed attorney in fact on an irrevocable basis to file any notices or extensions of these Covenants, Conditions and Restrictions which might be required by the Iowa Code beyond the initial term ending the 15th day of December, 2026.

Any defined terms in this Declaration shall have the meaning set forth in the document

entitled Declaration of Homeowner's Association For Twin Pines, Dallas County, Iowa.

B. Homeowners' Association.

Termination of any or all of the Covenants, Conditions or Restrictions contained in this Declaration shall not operate in any way to terminate the Homeowners' Association and said Association and all functions and duties pertaining thereto shall remain in full force and effect pursuant to the Declaration creating the Association.

C. Severability.

In the event that any one or more of the terms or conditions of this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining Covenants, Conditions or Restrictions not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.

D. Reasonable Period of Enforcement.

If any of the terms of this Declaration shall be held by a court of competent jurisdiction to be void or unenforceable by reason of the period of time herein stated for which the Declaration may be effective or amount of any penalty imposed, such terms or penalty shall be reduced to a reasonable period of time or amount which shall not violate the laws of the State of Iowa or other applicable law, all as determined by the court.

E. Amendments.

So long as Declarant owns any Lot within the Property, it shall have the absolute right to make amendments to this Declaration in order to correct any deficiencies or errors; address any oversights; clarify any provision thereof; or to carry out the intent of this Declaration or to address development issues not contemplated at the date hereof, all without the necessity of obtaining any approval or consent of the Association, any Lot owner or any other person.

ARTICLE V.

Notice of Adjacent Agricultural Use and Nature of Rural Living

A. Notice of Adjacent Use.

The adjacent property as well as properties in the general vicinity are being used, and may continue to be used, for agricultural purposes as permitted by the County Zoning Ordinance, including, but not limited to, farming operations and raising of livestock. Any lot owner shall be deemed to have consented to the use of adjacent property or property in the general vicinity pursuant to the agricultural classification of the County's Zoning Ordinance and shall be barred from objecting to agricultural uses presently permitted as a matter of right under the County Zoning Ordinance and also barred from objecting to any use which was lawful under the County Zoning Ordinance as of the filing date of this Declaration.

B. Notice Regarding Rural Living

By the filing of this Declaration, notice is hereby given that the Property has been platted for and is intended to be used for country estate residential purposes in a rural setting. This unique rural setting is not like a typical urban subdivision. Consequently, certain urban infrastructure, such as fire hydrants, natural gas mains as well as sanitary sewers are not planned for the property by the Declarant. Owners must be prepared to address adequate private sanitary sewer or septic systems on their own lot which meets the requirements of the Country or other applicable governmental unit (septic systems with laterals where permitted or peat or sand filter systems but not mechanical systems). Owners must also be prepared to make arrangements for propane (LP) storage and use in compliance with all applicable governmental regulations.

C. Uses Permitted in Future Plats.

This Declaration applies only to the Twin Pines Official Plat. The Declarant intends to subdivide additional land in the future adjacent to or near the Twin Pines Official Plat for residential purposes. These subdivisions may or may not have the same covenants, conditions and restrictions as contained in this Declaration. Lot Owners within Twin Pines Official Plat shall be barred from objecting to any such use and development of land adjacent to or near Twin Pines Official Plat by the Declarant or its grantee, successor in interest or assignee.

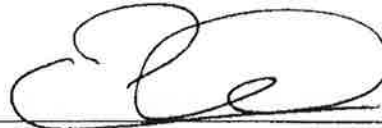
James Francis Price, DECLARANT

By James Francis Price

Title:

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this 30th day of June, 2006, before me, a Notary Public, in and for said county, personally appeared Jim Price and _____, to me personally known, who being by me duly sworn did say that said persons are the Jim Price and _____ of said Limited Liability Company and that said instrument was signed on behalf of the said Company by authority of its members and the said Jim Price and _____ acknowledged the execution of said instrument to be the voluntary act and deed of said Limited Liability Company.



Notary Public in and for the State of Iowa

