DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION is made this _______ day of __________, 2016 by KRUSE
CONSTRUCTION, LLC, an Iowa limited liability company (the "Declarant").

WHEREAS, Declarant is the owner of certain real property legally described as follows:

Lots 1 - 61 in TIMBER VIEW PLAT 1, an Official Plat, now included in and forming a
part of the City of Norwalk, Warren County, Iowa (collectively the "Property").

AND

Outlot Z in TIMBER VIEW PLAT 1, an Official Plat, now included in and forming a part
of the City of Norwalk, Warren County, Iowa (the "Additional Land").

WHEREAS, Declarant is desirous of protecting the value and desirability of the Property.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and
conveyed and be subject to the following restrictions, covenants, and conditions, which are for the purpose
of protecting the value and desirability of the Property and shall run with the land and shall be binding on
all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns,
and shall inure to the benefit of each owner thereof.

I. DEFINITIONS.

For the purpose of this Declaration, the following terms shall have the following definitions, except as
otherwise specifically provided:

A. "Additional Land" shall have the meaning set forth on Page 1 and shall be annexed and
subjected to this Declaration pursuant to Article XXVI of this Declaration.

B. "Building Lot" shall mean and refer to one or more Lots, or one or more Lots and the
portion or portions of adjacent platted Lots in the Property, used for the construction of one
dwelling as herein permitted.
C. "City" shall mean the city of Norwalk, Iowa.

D. "Declarant" shall mean and refer to Kruse Construction, LLC, an Iowa limited liability company, its successors or assigns.

E. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions to which the Property is subject.

F. "Lot" shall mean and refer to an individual parcel of land within the Property which is platted for single-family residential dwellings.

G. "Management Facility Agreement" shall mean and refer to that certain Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement dated ____________, 2016, between Declarant and the City to provide for storm water management and control for the Property.

H. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot that is a part of the Property.

I. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

J. "Plat" shall mean and refer to the official plat(s) of the Property filed in the records of the Office of the Recorder for Warren County, Iowa.

K. "Property" shall have the meaning set forth on Page 1 and shall include any Additional Land when annexed and subjected to this Declaration pursuant to Article XVI of this Declaration.

II. DESIGNATION OF USE.

All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City.

III. BUILDING TYPES.

A. No building or structure shall be constructed, altered, or maintained on any Building Lot other than a detached single family dwelling with an attached private garage.

B. No building or structure of any kind shall be moved onto any Lot.

C. The construction of any building or structure on any Building Lot shall be performed utilizing then acceptable construction methods and procedures, including (but not limited to) on-site "stick-built" construction and/or off-site modular or panelized construction.

IV. BUILDING AREA DESIGN AND CONSTRUCTION.

To insure that Lots are developed in reasonable harmony within the Property and that the covenants, restrictions and conditions contained herein are met in connection with such development, no structure or other improvement shall be constructed or substantially altered on any Lot unless and until the details of
design, material, color, elevation, site grade, landscaping, fencing, roofing, sidewalks, driveways and other such matters have been first approved by Declarant or such persons designated by Declarant for this purpose. Approval of such plans shall not be unreasonably withheld. No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements:

A. One and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,800 square feet; ranch or one story dwellings must have a finished area of not less than 1,650 square feet.

B. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.

C. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.

D. All dwellings must be constructed using hardboard siding by LP SmartSide or cement board siding by James Hardie or other brands approved in writing by Declarant as being acceptable exterior siding. No vinyl siding shall be permitted.

E. All exterior painted portions of any dwelling, garage or Outbuilding located on any Lot shall be finished with earth tone colors approved in writing by Declarant. Prior to commencement of painting of the exterior of any dwelling, a sampling of the approved exterior color(s) chosen by the owner shall be applied to the dwelling to be viewed by Declarant for final color approval. All exterior painted portions of dwellings that are repainted shall be repainted in one of such earth tone colors approved in writing by Declarant.

F. All dwellings must be constructed using a minimum of twenty-five percent (25%) brick or stone on the front elevation of the dwelling.

G. All roof material shall be CertainTeed brand in earth tone colors or shingle of equal color, quality and appearance thereto.

H. The single family dwelling on each respective Lot shall be under construction within twenty-four (24) months from the date of conveyance of such Lot by Declarant.

I. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

No building or structure, nor any addition or alteration thereof, shall be constructed or substantially altered on any Building Lot unless and until a design plan and a site plan (collectively the "Plans") have been submitted to and approved by Declarant. The Plans shall contain details of design, color scheme, elevation, site grade, landscaping, fencing, roofing, sidewalks, driveways and other similar matters. The Plans shall also state the type of construction, including external details and materials. Declarant shall, within thirty (30) days from the date of submittal of the Plans, deliver to the Owner written approval of, rejection of or required changes to the Plans. The intent of this provision is to insure that buildings and structures are developed in reasonable harmony within the Property and that the covenants, restrictions and conditions contained herein are met in connection with such development. Declarant may terminate the requirements of this provision at any time, in its sole and absolute discretion, by recording notice of such termination.
V. **GARAGES AND DRIVEWAYS.**

All dwellings shall have a minimum of a two-car attached garage. All dwellings shall have a portland cement concrete driveway not less than 16 feet in width and running from the city street to the garage.

VI. **TEMPORARY AND OTHER STRUCTURES: CERTAIN USES.**

No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, watercraft, trailer, unfinished dwelling basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no camper, motor home, watercraft, trailer, or mechanical equipment may be parked or maintained on any Lot (except inside a garage) or on the public street, other than on a temporary basis; provided that this restriction shall not apply to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time may any vehicle, trailer or camper be parked or maintained in the yard of any Lot. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling.

VII. **FENCES.**

No fences or other structures may be built or maintained within the front building setback areas as shown on the Plat(s) as recorded and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including chain link fence around a dog run, shall be permitted unless it is a black vinyl clad fence. All fences shall be kept in good repair and attractive appearance. No fences may be built or maintained on any Lot prior to commencement of construction of the single family dwelling and issuance of an occupancy permit.

VIII. **SODDING OR SEEDING.**

Within ninety (90) days of completion of a dwelling upon a Lot, all portions of the Lot shall be fully sodded, except Declarant may permit seeding to the rear lot line for those Lots with longer rear yards, or where the topography or a steep slope does not permit, or under special circumstances. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.

IX. **EASEMENTS.**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat(s) as recorded. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep, and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within the easement areas (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easements areas. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.

X. **NUISANCES.**

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.
XI. EROSION CONTROL AND STORM WATER DISCHARGE PERMITTING REQUIREMENTS.

The Owner and/or occupant of each Lot, jointly and severally, whether vacant or improved, their agents, assigns, heirs and/or building contractors, shall take all necessary precautions to prevent, stabilize and control erosion within its Lot to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot. In the event of any occurrence of soil erosion, the Owner and/or occupant of the Lot shall, jointly and severally, promptly clean up all eroded sediment and restore all affected areas to their original condition.

Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot.

During the ownership of the Lot, Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

XII. SIGNS.

No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the City by other governmental entities or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, (iii) a customary sign (one per Building Lot) advertising a Building Lot or dwelling for sale, not exceeding 1,296 square inches, and (iv) signs which have been approved by Declarant in writing advertising the builder or for promotional or marketing purposes. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove such signs.

Declarant reserves the right to install entrance and directional signs with respect to the Property, at locations and of design determined by the Declarant in a manner consistent with the ordinances of the City.

The Owner and/or occupant of Lots 1 and 61 shall each be responsible to maintain, improve and keep the entrance sign structure located within his or her respective Lot in good condition and repair at all times.

XIII. TRASH RECEPTACLES.

No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling, garage or Outbuilding, within twelve (12) hours following the scheduled pick up of such trash.

XIV. UTILITIES.

All utility connection facilities and services shall be underground.
XV. TOWERS AND ANTENNAS.

No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings, on garages or on Outbuildings. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) inches or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling shall be permitted for the cable from such exterior tower, antenna or receiver dish. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground, on dwellings, on garages or on Outbuildings.

XVI. MAINTENANCE.

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, weeds and debris and to keep the lawn and landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fence, screening and all other improvements.

XVII. CERTAIN ANIMALS PROHIBITED.

No animals, livestock, pigs, snakes or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of two (2) dogs and/or cats be kept at any one Building Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, must be 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. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard or dog run.

XVIII. ACCESSORY STRUCTURES.

Each Building Lot may have no more than one (1) customary and traditional accessory structure such as a tool shed, garden house, in-ground swimming pool, tennis court and the like. Any trash receptacle, or tool shed, garden house or other Outbuilding of like nature, shall be properly screened by a privacy fence and/or shrubbery. No above-ground or non-permanent swimming pools shall be permitted on any Lot. Swimming pools, tennis courts, Outbuildings and other accessory structures and improvements, including dog kennels and runs, shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within 20 feet of any side or rear Lot line, as the minimum distance established by the zoning ordinance of the City or the minimum distance as established in the Plat(s) as recorded, whichever is the more restrictive.

XIX. SURFACE WATER.

The topography of the Property is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.
XX. MAILBOXES.

The Declarant may, at its discretion, install neighborhood mailbox cluster units according to United States Postal Service regulations. The Owner and/or occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

Any mailbox required to be placed by an individual Owner shall be installed and maintained by the Owner according to United States Postal Service regulations.

XXI. SECURITY LIGHTING.

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

XXII. STORM WATER DETENTION FACILITIES.

Each Lot benefits from a storm water detention basin designed to control storm water runoff through construction and maintenance of storm water detention basins with outlet control structures within the area described on Exhibit A (the "Storm Water Management Facility"). In recognition of such benefit, Declarant has entered into the Management Facility Agreement to address responsibility for the maintenance obligations of the Storm Water Management Facility imposed on each Owner under the terms of the Management Facility Agreement.

The Owners of a Lot containing a portion of the Storm Water Management Facility shall, at their sole cost and expense, maintain and preserve that portion of the surface of the Storm Water Management Facility located within their Lot in good condition in substantial compliance with the storm water management plan (the "Storm Water Management Plan") now on file and available for inspection at the City and pursuant to Section 13 of the Management Facility Agreement. Such Owners shall not plant nor permit to grow any trees or other vegetative growth which might reasonably be expected to obstruct or impair usage of the Storm Water Management Facility. Such maintenance obligations shall include, but are not limited to, mowing, weed control, replacement of permitted vegetation, removal of trash, litter and debris and control of the flow of water and designed storage volume within the basins by keeping the basin outlets and intakes clear of sediment and debris.

In the event that the City has determined that the Owners of a Lot containing a portion of the Storm Water Management Facility have failed to adequately maintain the surface of the Storm Water Management Facilities as set forth above within a reasonable time after receipt of notice from the City, the City may cause such work to be done and assess the reasonable and necessary costs of such work, including the cost of materials and equipment, as a special assessment upon the Lot pursuant to Section 10 of the Management Facility Agreement, which assessment shall be a lien on the Lot, billed and collected as ordinary taxes.

The Owners of the Lots containing a portion of the Storm Water Management Facility shall be required to make an annual visual inspection of all pipes, inlets, outlets and basins for defects, obstructions and changes from the Storm Water Management Plan. Whenever the Storm Water Management Facility shall, in the judgment of such Owners, require repairs, grading, dredging, replanting, alterations, improvements or maintenance as outlined in Section 14 of the Management Facility Agreement, and the making of such repairs, grading, dredging, replanting, alterations, improvements or maintenance shall have been authorized by a resolution signed by one or more individual Owners who collectively own at least sixty percent (60%) of the Lots containing a portion of the Storm Water Management Facility, the Owners shall proceed with the work. The total reasonable and necessary costs of such work, including the expense of materials and
equipment, to restore the Storm Water Management Facility to compliance with the approved Storm Water Management Plan, shall be allocated in equal shares against each of the Lots in the Property. The Owners of each Lot in the Property, for themselves, their heirs, successors and assigns covenant and agree to pay promptly when due all amounts so allocated against them or their Lot. In the event that the Owners of a Lot fail to pay such amounts within a reasonable time after receipt of notice, the amount of the assessment shall be a lien against such Owners' Lot. The assessment lien may be enforced in equity as in the case of any lien foreclosure. The assessment shall accrue to the benefit of and may be enforced by the then current Owners of each of the other Lots.

In the event that the City has determined that the Owners have failed to perform any repair, grading, dredging, replanting, alterations or improvements necessary to maintain the Storm Water Management Facility in substantial compliance with the Storm Water Management Plan and Section 14 of the Management Facility Agreement within a reasonable time after receipt of notice from the City, the City may cause such work to be done as necessary to restore such facilities into substantial compliance with the Storm Water Management Plan and assess the reasonable and necessary costs of such work, including the cost of materials and equipment, as a special assessment upon all Lots in the Property pursuant to Section 11 of the Management Facility Agreement, which assessment shall be a lien on each Lot, billed and collected as ordinary taxes.

The Storm Water Management Facility is intended for control of surface water only and not for recreational purposes. Nothing contained in this Declaration is intended to authorize use of the Storm Water Management Facility for recreational purposes. No boating or swimming shall be permitted. No docks, boats, floating devises of any type, or swimming platforms shall be permitted on the outer banks of the Storm Water Management Facility. Fishing shall be permitted; provided, however, that such fishing shall be limited to the residents of the Property and their guests. The outer bank of the Storm Water Management Facility within the boundaries of the Lots are privately owned for the restricted use, enjoyment and benefit of the Owner of such Lot. Except in connection with maintenance responsibilities related to the Storm Water Management Facility by the Owners, no person, including the general public and other Owners, shall be allowed to enter upon or access the Storm Water Management Facility of one Lot from the other Lots or from the outer bank of the pond area without first obtaining permission from the Lot Owner.

Notwithstanding the foregoing, all rights, duties and obligations of Declarant and the Owners under this Article may be assigned, assumed or otherwise transferred to a nonprofit homeowner’s association organized for the benefit of the Owners of the Lots within the Property.

**XXIII. ENFORCEMENT OF COVENANTS.**

This Declaration shall be deemed to run with the land, and the Declarant or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs if the Declarant or Owner prevails in any such action.

**XXIV. AMENDMENTS OF COVENANTS.**

This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Provided, however, until the Declarant, or its assignee, has sold all of the Lots, it may make amendments or modifications to this Declaration without the consent of any other Owners or other party. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the Recorder.
XXV. PERIOD OF COVENANTS.

The easements granted herein shall be perpetual in nature. All covenants, conditions, restrictions and reservations created by this Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way affect any of the provisions hereof, but the same shall remain in full force and effect.

XXVI. ADDITIONAL LAND.

Declarant shall have the irrevocable right to subject the Additional Land, or any part thereof, to the terms of this Declaration at any time in the future. The Additional Land and the Owners of Lots within the Additional Land shall be automatically subject to the applicable terms and conditions of this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the County Recorder. No approval of the Owners or any other person shall be necessary.

XXVII. ENFORCEMENT AND WAIVER.

A. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

B. The Property shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat(s), or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.

C. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Property.

D. This Declaration may be assigned by the Declarant to a successor in interest by written instrument executed by both parties and filed with the County Recorder.

IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions was made the date first written above by the Declarant.

KRUSE CONSTRUCTION, LLC,

an Iowa limited liability company

By: _____________________________
Daniel K. Kruse, Manager
STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on ____________, 2016, by Daniel K. Kruse, Manager of Kruse Construction, LLC.

By: ____________________________
Notary Public
STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT
AND PERMANENT EASEMENT AGREEMENT
FOR TIMBER VIEW

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE
COVENANT AND PERMANENT EASEMENT AGREEMENT (this “Agreement”) is dated
__________________, 2016 and entered into by and between KRUSE CONSTRUCTION, LLC, an
Iowa limited liability company (“Grantor”) and the CITY OF NORWALK, IOWA, a
municipality (the “City”). Grantor is owner and developer of the following described real estate:

Lots 1 through 61 and Outlot “Z” in Timber View Plat 1, an Official Plat in the City of
Norwalk, Warren County, Iowa

(collectively, the “Benefited Property”) (Lots 1 - 61 and any Lot created by subdivision and replat
of Outlot Z, is individually a “Lot”). Grantor is obligated by the Municipal Code of the City to
control storm water runoff for the Benefited Property as a part of the subdivision plat approval
process. In consideration for the City’s approval of Grantor’s subdivision plat, the parties have
entered into this Agreement to control and address storm water runoff for the Benefited Property.

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all
successors and assigns of the Benefited Property and shall only be amended or released with the
written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the Benefited Property shall be
controlled through installation, construction and maintenance of a storm water detention basin with
outlet control structures (the “Storm Water Management Facility”) upon, over, under, through and
across the property described in Exhibit “A” (the “Easement Area”).

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm
Water Management Facility shall be in substantial compliance with the storm water management
concept plan as provided in the Post-Construction Storm Water Ordinance on file with the City and
which is available for public inspection. The design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.

3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City storm water requirements as defined by the Post-Construction Storm Water Ordinance.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards set forth in the Post-Construction Storm Water Ordinance.

5. Grantor hereby agrees that Grantor shall initially perform all obligations imposed herein on behalf of the “Owners”. All references to the “Owners” shall mean Grantor and Grantor’s heirs, successors and assigns in ownership of the Benefited Property. Grantor’s obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written notice to Grantor acknowledging that construction of the Storm Water Management Facility has been completed and the Storm Water Management Facility is accepted by the City.

6. Every Owner hereby consents and agrees to be subject to the covenants and obligations of this Agreement by virtue of their ownership of a portion of the Benefited Property. It is further covenanted and agreed that while all the Owners are collectively responsible for performance of the duties and obligations imposed upon the Owners under this Agreement, the Owners of each Lot shall be responsible for only a fractional part of the total financial obligation imposed upon all theOwners collectively under this Agreement equal to such total financial obligation divided by the total number of Lots within the Benefited Property.

7. Any action authorized to be taken by the Owners under this Agreement may be approved by a resolution signed by one or more individual Owners who collectively own at least sixty percent (60%) of the Lots within the Easement Area.

8. Grantor hereby agrees that the Owners shall collectively be the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility and Easement Area, excepting only those obligations set forth in Part II, paragraph 13 below specifically delegated to the Owners of Lots within the Easement Area.

9. The Owners of Lots within the Easement Area shall be responsible to inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection report shall be maintained for a period of three (3) years from the date of inspection. Any deficiencies or defects noted by the inspection shall be corrected by the Owners of all Lots within the Benefited Property as provided in Part II, paragraph 14 below.

10. Should the Owners of Lots within the Easement Area fail in those obligations imposed on such Owners by Part II, paragraph 13 below, upon notice from the City, the City may cause such action to be done and assess the costs as a special assessment in equal shares against each of the
Owners of Lots within the Easement Area. The special assessment shall be a lien on such Lots and placed on the tax bill and collected as ordinary tax.

11. Should the Owners collectively fail to maintain and repair the Storm Water Management Facility as provided in Part II, paragraph 14 below, upon notice from the City, the City may cause such action to be done and assess the costs as a special assessment in equal shares against each of the Lots within the Benefited Property. The special assessment shall be a lien on the Lots and placed on the tax bill and collected as ordinary tax.

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND SURFACE WATER FLOWAGE

12. Grantor hereby grants to the Owners collectively, and the City, a Permanent Easement for Storm Water Management Facility and Surface Water Flowage under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, dredging and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.

13. It is the obligation of Grantor and, thereafter, the Owners of Lots within the Easement Area, to maintain that portion the Easement Area and the Storm Water Management Facility within their Lot as set forth below:

   a. Mow, if required, on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.

   b. Remove all trash, litter, debris or obstructions to the flow of water in the Easement Area and any inlets or outlets located within the Easement Area.

   c. Plant, maintain and replant as necessary permitted vegetation.

   d. Inspect for any defects, obstructions, or any changes in the original design.

   e. Inspect and determine the depth of the basin on an annual basis.

14. It is the obligation of Grantor and, thereafter, the Owners collectively, to maintain the Storm Water Management Facility as set forth below:

   a. Remove any accumulated sediment from the outlet structures and remove any sediment greater than the original design depth.

   b. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan, and replant vegetation as designated on the original design.

   c. Grade, repair, replace and maintain the basin and outlet structure and pipes as necessary to assure the effectiveness for storm water runoff for the Benefited Property.

15. No chemicals or any substance shall be applied to the Easement Area that shall harm or impair the effectiveness of the Storm Water Maintenance Facility as a storm water runoff control measure.
16. No portion of the Storm Water Management Facility shall be altered or removed without the prior written approval of the City Engineer.

17. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.

18. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.

19. No planting of trees and shrubs shall be allowed within the Easement Area (other than planting allowed or required pursuant to the original Storm Water Management Control Plan on file with the City).

20. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

21. Grantor and the City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.

22. Grantor agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor arising out of or in connection with any undertaking arising out of or otherwise related to this Agreement.

23. Without the prior written consent of the City, the duties and obligations allocated by this Agreement to the Owners cannot be assigned, assumed or otherwise transferred, either in whole or in part, to any other Owner or to any other party who is not a successor in ownership of the Benefited Property. Notwithstanding the foregoing, all rights, duties and obligations of Grantor and the Owners under this Agreement may be assigned, assumed or otherwise transferred to a nonprofit homeowner’s association organized for the benefit of the Owners of the Lots within the Benefited Property.

24. This Agreement shall be perpetual and deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds the real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the Easement Area against the lawful claims of all persons whomsoever.

Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.
**KRUSE CONSTRUCTION, LLC,**
an Iowa limited liability company

By: ____________________________
Daniel K. Kruse, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on _____________, 2016, by Daniel K. Kruse, Manager of Kruse Construction, LLC.

By: ____________________________
Notary Public
ACCEPTANCE BY CITY OF NORWALK, IOWA

I, _________________________________, City Clerk of the City of Norwalk, Iowa, do hereby certify that the above and foregoing easement was duly approved and accepted by the City Council of the City of Norwalk by Resolution passed on the _____ day of ______________________, 2016, and this certificate is made pursuant to authority contained in such Resolution.

Signed this ____ day of ______________________, 2016.

____________________________________
Name:

____________________________________
City Clerk of Norwalk, Iowa
EXHIBIT "A"
EASEMENT AREA
DECLARATION OF COVENANT FOR MONUMENT SIGNS

THIS DECLARATION OF COVENANT FOR MONUMENT SIGNS (this "Declaration") dated this 11th day of April, 2016 and made by KRUSE CONSTRUCTION, LLC, an Iowa limited liability company ("Grantor"), owner and developer of Timber View Plat 1, an Official Plat located in Norwalk, Warren County, Iowa, for good and valuable consideration, does hereby encumber the "Owner" of each of the following "Lots":

Lots 1 and 61 in Timber View Plat 1, an Official Plat located in Norwalk, Warren County, Iowa,

with a sign easement for maintenance of monument signs located over, under, through, across and within each Lot as follows:

SEE EXHIBIT "A" ATTACHED HERETO

(the "Easement Area"). This Declaration is for the benefit of the City of Norwalk, Iowa (the "City") and for the benefit of the owners of lots within Timber View and may not be modified or amended without the approval of the City.

NOW, THEREFORE, Grantor hereby declares that each Lot shall be held, sold and conveyed subject to the following restrictions, covenants, easements and conditions:

1. **OBSTRUCTIONS PROHIBITED.** The Owner shall not erect or cause to be placed within the Easement Area any structure, material, device, thing or matter, or plant or permit to grow any hedge or other vegetative growth which could obstruct the monument sign within the Easement Area of his or her Lot.

2. **CHANGE OF GRADE PROHIBITED.** The Owner shall not change the grade, elevation, or contour of any part of the Easement Area within his or her Lot.

3. **MAINTENANCE.** The Owner shall keep and preserve the monument sign and Easement Area within his or her Lot in good repair and condition at all times and will perform all
routine repairs and maintenance to include, but not limited to, painting, brick replacement, landscape maintenance, mowing, policing of the Easement Area to maintain the Easement Area free from debris and trash, and any and all other maintenance, repair, replacement and improvement of the monument sign.

4. **COVENANT RUNS WITH THE LAND.** This Declaration shall be binding upon the Owners and their, heirs, successors and assigns, and shall be a perpetual covenant running with the land.

**IN WITNESS WHEREOF,** Grantor has caused this Declaration to be executed as of the date first written above.

**KRUSE CONSTRUCTION, LLC,**
an Iowa limited liability company

By: __________________________________________
Daniel K. Kruse, Manager

STATE OF IOWA, COUNTY OF POLK:

This instrument was acknowledged before me on ____________, 2016, by Daniel K. Kruse, Manager of Kruse Construction, LLC.

By: __________________________________________
Notary Public