

DECLARATION OF RESTRICTIVE COVENANTS

APPLICABLE TO:

LOT 1, and that part of LOTS 2 through 5, lying within Jackson County, Iowa, of the Plat of WILDWOOD ACRES SUBDIVISION of a part of SECTION 18, Township 85, North, Range 1 East of the 5th Principal Meridian and all of LOTS 6 through 143, shown on the Plat Map recorded in the records of Jones County, Iowa, Book E, page 69.

This Declaration of Restrictive Covenants made this 6th day of February, 1975, by Homestead Land and Cattle Company, Ltd., and Iowa Corporation, hereinafter called the "Developer".

Re-plat of LOTS 4, 5, 6, 7, 8, 9, 29, 30, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46 and 47, in WILDWOOD ACRES SUBDIVISION, a subdivision located in Section 13, Township 85, North, Range 1 West of the 5th Principal Meridian, Jones County, Iowa, and Section 18, Township 85, North, Range 1 East of the 5th Principal Meridian, Jackson County, Iowa.

This Declaration of Restrictive Covenants made this 6th day of June, 1977, by Homestead Land and Cattle Company, Ltd., and Iowa Corporation, hereinafter called the "Developer".

LOTS 1-33, inclusive of WILDWOOD ACRES SECOND ADDITION, a subdivision located in Section 13, Township 85, North, Range 1 West of the 5th Principal Meridian, Jones County, Iowa.

This Declaration of Restrictive Covenants made this 16th day of June, 1977, by Homestead Land and Cattle Company, Ltd., and Iowa Corporation, hereinafter called the "Developer".

LOTS 1-87, inclusive of WILDWOOD ACRES THIRD ADDITION, a subdivision located in Sections 12 and 13, Township 85, North, Range 1 West of the 5th Principal Meridian, Jones County, Iowa.

This Declaration of Restrictive Covenants made this 4th day of October, 1977, by Homestead Land and Cattle Company, Ltd., and Iowa Corporation, hereinafter called the "Developer".

LOTS 1-16, inclusive of WILDWOOD ACRES FOURTH ADDITION, a subdivision of a part of Section 13, Township 85, North, Range 1 West of the 5th Principal Meridian, Jones County, Iowa.

LOTS 1-8, inclusive of WILDWOOD ACRES FIFTH ADDITION, a subdivision of a part of Section 13, Township 85, North, Range 1 West of the 5th Principal Meridian, Jones County, Iowa.

LOTS 1-140, plus lots B and C, inclusive of WILDWOOD ACRES SIXTH ADDITION, a subdivision of a part of Section 12 and Section 13, Township 85, North, Range 1 West of the 5th Principal Meridian, Jones County, Iowa.

LOTS 1-33, inclusive of WILDWOOD ACRES NINTH ADDITION, a subdivision of a part of Section 12 and Section 13, Township 85, North, Range 1 West of the 5th Principal Meridian, Jones County, Iowa.

These Declaration of Restrictive Covenants made this 19th day of September, 1978, by Homestead Land and Cattle Company, Ltd., and Iowa Corporation, hereinafter called the "Developer".

1. PURPOSE. The Developer is the contract purchaser of the above described property located in Jackson and Jones Counties, State of Iowa, and desires to create thereon a planned recreational home site development provided with common properties designed for the private use of owners within such development, except as herein otherwise provided.

- A. The Developer desires to provide for the preservation of the values and amenities in said planned development and for the maintenance of the open spaces and other common properties and to this end desires to subject the real property described herein to the Restrictive Covenants hereinafter set forth, each and all of which are for the benefit of said property and each successive owner thereof.
- B. The Developer has deemed it desirable for the efficient preservation of the values and amenities in said planned community development to create an entity to which the common properties will be conveyed and transferred and to which will be delegated and assigned the powers of maintaining and administering the common properties, administering and enforcing the Restrictive Covenants, and collecting and disbursing the assessments and charges to be created. For this purpose, the Developer will cause to be formed an association to be known as "Wildwood Acres Association".

2. DECLARATION. To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that the real property described herein, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed, and occupied subject to the Restrictive Covenants hereinafter set forth. These Restrictive Covenants are to run with the land and shall be binding on all successive owners and all persons claiming under them until January 1, 1990, at which time said Restrictive Covenants shall be automatically extended for a period of ten years unless a written instrument, executed by the owners of the majority of the lots described herein, is recorded, which instrument may either change or revoke said Restrictive Covenants in full or in part.

3. INVALIDATION. Invalidation of any one of these Restrictive Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. VIOLATIONS OF RESTRICTIVE COVENANTS. If the Developer or its successors in interest or any of them or their heirs or assigns shall violate or attempt to violate any of the Restrictive Covenants herein prior to the expiration thereof, it shall be lawful for the Developer or any of its successors, assigns or heirs to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Restrictive Covenants, to either prevent them from so doing or to recover damages for such violation.

5. DEFINITIONS. The following words and terms when used in this Declaration of Restrictive Covenants shall have the following meaning:

- A. "Association" shall mean and refer to the "Wildwood Acres Association", its successors or assigns.
- B. "The Properties" shall mean or refer to the property legally described herein.
- C. "Common Properties" shall mean any real property and improvements thereon and any personal property or equipment with respect to which the Developer grants, assigns or conveys to the Association, title, interest in or rights of use, or with the respect to which the Developer permits use by the Association and its members, and any replacement of or for any of the foregoing.

- D. "Lot" shall mean any plot of land described by number upon any recorded subdivision map of properties.
- E. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to or the contract purchaser for any lot situated upon the properties.
- F. "Member" shall mean all those owners who are members of the Association, except the Developer shall not be a member.
- G. "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not at all so related, together with his or their domestic servants, maintaining a common household and a dwelling.
- H. "Living Area" shall mean the portion of a dwelling which is enclosed and customarily used for dwelling purposes and have a not less than 6 feet head room, but shall not include open porches, open terraces, breezeways, attached garages, carports or dwelling accessory buildings.
- I. "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.
- J. "Committee" shall mean the "Architectural Review Committee".

6. ARCHITECTURAL REVIEW COMMITTEE

- A. OBJECTIVES. Developers objectives are to carry out the general purpose expressed in this Declaration of Restrictive Covenants and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.
- B. THE COMMITTEE. To achieve Developers objectives, the Developer shall create the Committee with power to administer this Declaration of Restrictive Covenants with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of the Committee. The Committee shall consist of not less than three (3) members. The names and addresses of the persons, who from time to time comprise the membership of the Committee, shall be furnished to the Association. Matters requiring approval of the Committee shall be submitted to its chairman or as the Committee otherwise designates. The function of the Committee shall be transferred to the Association at any time at the option of the Developer.
- C. MATTERS REQUIRING APPROVAL. Prior written approval shall be obtained from the Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials and color, location and grade, proposed landscaping, design and proposed location on the lot of the sanitary disposal system, or the same shall have been submitted to and approved in writing by the Committee.
- D. PROCEDURE. Whenever approval is required of the Committee, appropriate plans and specifications shall be submitted to the Committee. The Committee shall either approve or disapprove such design and location and proposed construction and clearing activities within thirty days after said plans and specifications have been submitted to it; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within thirty days after submission, approval will not be required and this Article

will be deemed fully complied with. At the discretion of the Committee a reasonable filing fee established by the Committee shall accompany the submissions of such plans to defray expenses, except that so long as the Committee is under Developers control such fee shall not exceed \$50.00. No additional fee shall be required for resubmission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file with the Committee.

- E. DEVIATIONS FROM COVENANTS AND RESTRICTIONS. The Committee shall have the power to enter into agreements with the owner of any lot, without the consent of the owner of any other lot, or adjoining or adjacent property, to deviate from the provisions of the covenants restrictions within the jurisdiction of the Committee for reasons of practical difficulty or particular hardships which otherwise would be suffered by such owner. Any such deviation, which shall be manifested by written agreement, shall not constitute a waiver of any such covenant as to other lots in the Properties.

7. LAND USE – SINGLE FAMILY RESIDENTIAL. All lots described herein shall be used only as dwelling lots for single family residences and shall be subject to the restrictions set forth herein. No building shall be erected on any such lot except one dwelling designed for occupancy by a single family and one dwelling accessory building designed for use in conjunction with said dwelling as a private garage or servants' quarters or a combination of both. No structure may be erected or maintained on any such lot except as shall be approved in writing by the Committee.

8. QUALITY OF STRUCTURES. It is the intention and purpose of these covenants to insure that all structures shall be of a quality design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. All structures shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Committee.

9. LOCATION OF STRUCTURES ON LOT. The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots would be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. Therefore, the location of each structure, including driveways and culverts, on a lot shall be subject to approval in writing by the Committee, giving consideration to setback lines, if any, on the recorded plat, provided that each owner shall be given reasonable opportunity to recommend the suggested construction site.

10. NUISANCES. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

11. TEMPORARY STRUCTURES. No trailer, mobile home, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein, and no temporary building or structure of any kind shall be used as a residence, either temporary or permanent. Temporary structures during the construction of a structure shall be on the same lot as the structure and such temporary structures shall be removed upon completion of the construction.

12. COMPLETION OF CONSTRUCTION. Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of a dwelling shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by

reason of act of God, labor disputes or other matters beyond the owner's control. No structure shall be deemed completed until installation of landscaping approved by the Committee.

13. MAINTENANCE OF LOTS. All lots, including adjacent parkways, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in such manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees to do so, the cost of which shall be added to and become a part of the annual assessment with respect to such lot. Neither the Association nor any of its agents, employees or contractors shall be liable for trespass or any damage which may result from such work.

14. LOT APPEARANCE. No person shall accumulate in his lot junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefore and if outside, shall be properly screened. Fuel tanks shall be underground or properly shielded.

15. OTHER PROHIBITED MATTERS. No animals other than un-offensive common domestic household pets, such as dogs and cats, shall be kept on any lot. No home occupation, business or profession shall be conducted on any lot except as may be authorized by the Committee. No advertising signs of any kind shall be erected on the premises. Habitual parking of commercial vehicles on any lot or parking area adjacent is prohibited. No model home or homes shall be permitted on any lot or lots except by prior written authorization of Developer. Habitual parking on roadways is prohibited.

16. EASEMENTS RESERVED WITH RESPECT TO LOTS. Developer reserves for itself, its successors and assigns, easements over each lot. And the right to ingress and egress to the extent reasonably necessary to exercise such easements as follows:

- A. Utility easements shown on any recorded plat of the Properties, except that if any plat fails to establish easements for such purposes, then a 10-foot side strip running alongside lot lines, front lot line and rear lot line of Lots is reserved for the installation and maintenance of utility facilities, and incidental usage related thereto.
- B. The Owner shall not place any structure on any such easement and shall be responsible for maintaining the easement and any damages caused by user of right to the easement shall be repaired and restored by such user.
- C. Prior to commencement of construction upon any lot, the Developer, its successors, assigns and licensees, shall have the right to enter upon any lot for the purpose of removing offensive underbrush or for pest control purposes. No such entry shall be deemed a trespass.
- D. No owner shall have any claim or cause of action, except as herein provided, against Developer, its successors, assigns or licensees arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

