

BY: [Signature]
By DAVID M. Yates

Covenants for "Doc's Orchard Estates"

Legal Description: SE 1/4 NE 1/4, SEC. 8, T. 78N, R. 26W
Dallas County, Iowa

Covenants for restrictions on use of lots

The declarant for each Residential Lot owned within the property "Doc's Orchard Estates" hereby covenants, and each Lot Owner by acceptance of a deed or contract to any Residential Lot whether or not it shall be expressed in such deed or contract, is deemed to covenant and agree to the following restrictions, covenants and conditions which shall be applicable to each Lot within the Property:

1. No building whatever (other than accessory structures such as garages and appropriate out buildings), except one single family private dwelling house shall be erected, placed or permitted on any Residential Lot, and such dwelling house shall be used as a private residence only. All house designs and colors will reasonably comply with existing houses in the Everglades subdivision. All house and accessory structure(s) designs must be approved by the developer prior to construction.

(a) Single-Story Residences must have a ground floor finished area of not less than 1800 square feet.

(b) One and One-Half Story Residences must have 1100 square feet of finished area on the ground floor. The total finished area of the ground floor and the second floor must be not less than 1900 square feet.

(c) Two-Story Residences must have 1000 Square feet of finished area on the ground floor and the total finished area of the ground floor and the second floor must be not less than 1900 square feet.

(d) Split-Level Residences must have 1150 square feet of finished area on the level or levels directly under the roof and a total finished floor area of not less than 1900 square feet.

(e) Exclusions: Garages, breezeways, porches, and terraces shall not be deemed included in finished area, irrespective of whether or not there may be living areas located above such non-living areas.

2. Temporary buildings and/or mobile homes are not permitted on any lot. Garages or other out buildings cannot be used as residences temporarily or permanently.

3. No private dwelling house permitted under (1) above nor any other structure shall be erected on any lot until the plans and specifications therefore have been submitted to and approved by the Developer as to outward appearance, color, and design and location on the Residential Lot.
4. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction.
5. No obnoxious or offensive trade or activity shall be carried on upon any lot or within any residence. Farming operations are not considered obnoxious trade(s) or obnoxious activities.
6. No use will be made of roads for parking at any time, and no inoperative vehicles will be parked outside on any property for a period exceeding 30 days.
7. No P.A. systems, radios, stereos, televisions, tape recorders, etc. will be operated for either voice or music at a sound level that is disturbing to other Property Owners. Excessive or obnoxious outdoor lighting that might infringe on the privacy or enjoyment of other Lot Owners is prohibited.
8. No horses, exotic animals, or fowl shall be kept or maintained on Residential Lots of less than four acres. Customary household pets are permitted in reasonable numbers. Dogs will not be allowed off the residential lot without being leashed or suitably controlled by the residential lot owner. Commercial kennels are not allowed.
9. The owner of each Residential Lot, whether vacant or improved, shall maintain such Lot and take all steps necessary to control noxious weeds and erosion thereon. If the owner fails to maintain such Lot or control weeds and erosion, the Developer shall have the right to do so at the Owner's cost and expense as provided herein.
10. No creek or stream running through any Lot shall be dammed or altered in any way, nor shall any or impoundments be constructed without the written consent of the Developer. Such consent shall not be unreasonably withheld.
11. Any liquid fuel tanks (propane, etc.) must be buried or camouflaged by bushes, decorative fence or some other acceptable means to hide the view of it from adjacent Property Owners.
12. Storage or placement of any boats, campers, snowmobiles, motor homes, trailers, and commercial vehicles, lawn and garden equipment or similar items shall be such that they are shielded from the common roadway. Violations may be reported to the Developer who shall notify the owner.

13. No junk, rubbish, waste material, garbage or other refuse may be dumped or stored on any lot.

Exceptions: 1. Compost piles for gardening reasonably located out of public view. 2. Limbs and brush may be collected and disposed of within a reasonable period provided the location of the brush pile is not objectionable. 3. Garbage stored in containers normally stored out of view.

14. Maintenance of the common roadway from 520th street to the entrance of Doc's Orchard Estates will be the responsibility of each lot owner. This includes but is not limited to grading, addition of gravel, snow removal and/or assessments for these services by the Everglades subdivision personnel.

15. Lot 2 and 3 owners in Doc's Orchard Estates will be responsible for maintenance and/or development of the private drive from Skyridge Drive to the Cul-De-Sac as outlined in the final plat. This includes but is not limited to grading, addition of gravel, snow removal and/or assessments for these services by the Developer.

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As part of its duty to maintain and preserve the Property, the Developer shall have the power to enforce all the restrictions, covenants and conditions stated and to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate any such restrictions, covenants and conditions and to recover any damages suffered from any violation thereof. Said right of the developer to enforce such restrictions, covenants and conditions shall be in addition to the rights of any other persons to enforce the same by appropriate proceedings and to recover damages for any violation thereof.

The waiver of any violation or failure to enforce any such covenant, condition or restriction shall not in any event operate as a waiver, impairment or abrogation of any covenant, restriction or condition, or the right to enforce the same in the event of any future or other breach of the same or any other covenant, restriction or condition by the same or any other person.

If any such covenant, condition or restriction or any portion thereof is declared invalid or void, no other covenant, condition or restriction shall be affected thereby.

Duration of Declaration; Amendments

This Declaration and the covenants, conditions and restrictions herein shall run with the land and be binding upon all persons as aforesaid for a period of 20 years from the date of this declaration, after which time this Declaration and said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years. This Declaration may be amended by an instrument signed by not less than 67% (2/3) of the Residential lot Owners.