

COPY

**Declaration Of Use Restrictions and Building Specifications
For Lots 1 Through 24, and Lots 1 Through 29,
Inclusive, In Southfork Woods Plats 1 and 2,
Waukee, Dallas County, Iowa**

This declaration, made this 17th day of March, 1998, by Kohles Development, L.C, an Iowa Limited Liability Company, hereinafter called Kohles Development.

WITNESSETH:

Whereas, Kohles Development is the owner of certain real estate in the City of Waukee, Dallas County, Iowa, described as Lots 1 through 24, inclusive, in Southfork Woods, Plat 1, and lots 1 through 29 in Southfork Wood Plat 2, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa (Property"); and

Whereas, Kohles Development is desirous of developing the Property to establish certain Use Restrictions and Building Specifications for the benefit of Owners within Southfork Woods, Plats 1 and 2.

Now, Therefore, Kohles Development by the execution and recording of this document, hereby declares that the Property shall be held, occupied, sold and conveyed subject to the Covenants and Restrictions set forth herein.

Article I.

General Use Restrictions and Building Specifications

Lots 1 through 24 and Lots 1 through 29 inclusive, in Southfork Woods, Plats 1 and 2, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa ("Property") shall be held, occupied, sold and conveyed subject to the following General Use Restrictions and Building Specifications as well as those Restrictions set forth elsewhere in this Declaration:

A. Single Family Residence

The use of Lots shall be limited to single family residential use. A family is defined as one or more persons occupying a single dwelling unit, provided that unless all members are related by blood, marriage or adoption, no family shall contain more than four (4) persons. Uses of land or structures customarily incidental and subordinate to the single family residential use as permitted by the City of Waukee ("City") zoning ordinance are permitted unless prohibited or otherwise regulated by this Declaration.

B. Playhouses and Sheds

No playhouse, utility building, storage shed, lean-to or other similar structure shall be permitted, provided, however, that a child's playhouse may be permitted if the floor area does not exceed sixty-four (64) square feet and if the exterior and the roof are constructed of the same material and have the same color and appearance as the residential dwelling on the same lot and located in the back yard of the property.

C. Garages

No detached garages shall be permitted in Southfork Woods, Plats 1 and 2.

D. Fences and Hedges

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

1. Walls, Fences, or hedges are permitted along the rear property lines and side property lines behind the front yard setback lines but they shall not exceed Six (6) feet in height.
2. 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 a 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.

E. Trees

A minimum of one (1) tree is required per one thousand three hundred (1,300) square feet of space unoccupied by structures, parking, sidewalks or driveways. At least forty percent (40%) of the trees shall have a minimum of two-inch (2") trunk diameter measured two (2) feet vertically from the ground level. This is exclusive of any trees that may already exist on the building site.

F. Measurement of Setbacks

The minimum setbacks as hereinafter specified 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", shall be the same as that definition contained in the City's zoning Ordinance.

G. Utilities

All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground.

- H. Security Lighting
Security lighting for driveways, parking and other areas shall be designed, located and directed in a fashion which will avoid direct lighting onto adjoining lots.
- I. Paving of Driveways
All parking and driveway areas shall be hard surfaced, using a suitable thickness of Portland cement.
- J. Sodding
All portions of a Lot not occupied by structures, walkways, driveways, parking or landscaping shall be sodded within ninety (90) days after completion of the residence upon the Lot unless weather conditions make this requirement impossible to meet, in which event a reasonable period of time for compliance shall be allowed. Heavily treed lots to be sodded a minimum of 20' behind home and sideyard.
- K. Garbage Cans and Equipment
Items such as garbage cans, clotheslines, lawn or garden equipment, building materials and other similar items shall be placed out of public view. Firewood shall not be stored on the front side of a house. Furthermore, any repair of motorcycles, automobiles or other vehicles shall be done out of public view.
- L. Tents and Trailers
No tent or other movable or temporary structure or enclosure, trailer, boat, camper, motor home, or truck rated larger than three-quarter ton or inoperative motor vehicle shall be maintained or parked on any lot or street within public view for more than a cumulative of seven (7) days in any calendar year.
- M. Temporary Structures; Mobile Homes
There shall be no occupancy of temporary structures or partially completed structures. No home or other building shall be moved onto any lot from outside Southfork Woods. No mobile homes, modular or factory manufactured homes shall be permitted at any time.
- N. Architectural Character
The architectural character of any structure shall be in harmony with, and compatible with, those structures in Southfork Woods, Plat 1 and 2 and the neighboring environment. All plans require an architectural review by Kohles Development prior to any construction.

- O. 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; and shall not exceed twenty-four (24) inches above finish grade.
- P. Roof Material
Roof materials shall be slate, tile, medium to thick butt wood shingles or high quality asphalt shingles with a medium weight rating of 260 pounds.
- Q. Swimming Pools
Above-ground swimming pools or non-permanent swimming pools are prohibited.
- R. Satellite Dish
A satellite dish or parabolic device used to receive television signals from satellites shall be permitted only if it meets the following requirements:
1. It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in an acceptable fashion as determined by the manufacturer;
 2. It shall be located so that no part of the dish is more than ten (10) feet from the home it serves, unless special permission is obtained from Kohles Development;
 3. It shall not exceed four (4) feet in diameter;
 4. It shall be appropriately landscaped and screened (if applicable deemed by Kohles Development);
 5. It shall be located at the rear of the home it serves; (if possible)

This section shall not apply to any satellite dish or parabolic device which does not exceed four (4) square feet in area and which is attached to the home it services; provided, however, that such a device shall not extend above the roof line.

- S. 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 roof material as the home situated on the Lot. No dog house shall exceed twenty (20) square feet in area.

- T. Building Plan
When a building plan is filed with the City of Waukee by an owner or builder of the Lot, a duplicate shall be filed with Kohles Development to approve architectural review prior to completion of permit or the start of the home.
- U. Towers and Antennas
No extension tower or antennas of any kind shall be constructed or maintained on any Lot; provided, however, that usual and customary television antennas shall be permitted on homes or garages.
- V. Noxious Activities; Livestock
No noxious or offensive activity, 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 or 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 dogs, cats, rabbits 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. In no event, however, shall more than two (2) dogs be maintained on any one Lot. Dogs shall be tied, kept on a leash, fenced or kept in a dog run at all times.
- W. Maintenance of Lot
The owner or person in possession of any Lot, whether vacant or improved, shall keep the Lot free of debris and shall keep the Lot mowed so that the grass or weeds do not exceed six (6) inches in height.

Article II. Special Use Restrictions

In addition to the General Use Restrictions and Building Specifications set forth in Article I above, the following Specific Use Restrictions and Building Specifications shall apply to all lots:

- A. The front yard setback shall be at least thirty (30) feet.
- B. The side yard setbacks shall be a total of at least fifteen (15) feet with a minimum of seven (7) feet on any one side.
- C. Each single story or ranch-style home shall have a minimum of eighteen hundred fifty (1,850) square feet of finished floor area excluding basements, garages,

porches, decks, patios and breezeways. Each home exceeding one story in height shall have a minimum of twenty-four hundred (2,400) square feet of finished floor area excluding basements, garages, porches, decks, patios and breezeways.

- D. Attached garage parking for a minimum of two (2) automobiles shall be provided for each home.
- E. The rear yard setback shall be at least thirty-five (35) feet.

Article III. Review and Approval of Plans

- A. Plats
There shall be no division of platted lots for building sites.
- B. Building Standards
Good aesthetic design is a very important covenant for buildings within Southfork Woods development. The covenant does not intend to restrict or inhibit types of building design; however, effort shall be made to construct buildings which compliment and harmonize with other architecture in Southfork Woods development, and with the natural environment in the area. The highest standards of architectural quality are encouraged.
- C. Plans and Specifications to be Submitted for Approval
 - 1. Final Site Plan Documents drawn to scale outlining the following must be submitted to Kohles Development for review and approval prior to the commencement of any construction on a Lot:
 - a. Property legal description, scale and arrow on plan showing north.
 - b. Building locations including setback dimensions.
 - c. Driveways and sidewalks.
 - d. Special features, such as fencing, lighting, underground utilities, and mechanical equipment.
 - e. Contour lines or slope of draining.
 - f. Landscaping plan, submitted prior to installation.

- g. Size, height, type, color of any sign.
 - h. Parking areas, points of access as well as any easements for access and means of screening.
2. Final Building Plans and Specifications outlining the following must be submitted to Kohles Development for review and approval prior to the commencement of any construction on a Lot:
- a. Floor plans, exterior elevations and sections.
 - b. Square footage of building.
 - c. Exterior colors and material samples for exposed exterior materials.
 - d. Perspective rendering or photo, if available.
3. Builder / Buyer shall strip non structural fill (black dirt) in the drive-way and sidewalk portion of each lot at the time of excavation. Builder / Buyer acknowledges the organic nature of black dirt as being not suitable for compaction for drive-way and sidewalk areas.

**Article IV.
Enforcement of Covenants**

A. Legal Action

These covenants 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 and restrictions apply or Kohles Development may bring action in any court of competent jurisdiction to enforce these covenants 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 in equity.

B. Penalties

In addition to the remedies described above in Paragraph A or elsewhere in this Declaration, Kohles Development is hereby authorized to levy against any Lot in violation of these covenants as assessment penalty of \$25.00 for each day a violation of the covenants continues beyond sixty (60) days after notice of a

violation has been given by Kohles Development 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, Kohles Development 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 within sixty (60) days of receiving notice, or sixty (60) days after second publication of notice, Kohles Development 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 lien against the property with priority dating from filing. 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 Kohles Development. Assessment of the penalty shall be stayed pending a hearing and final decision by Kohles Development.

C. Conflict with Governmental Regulations

All Property subject to this declaration shall also be subject to any and all regulations of the City of Waukee, Iowa, and any other governmental entities having jurisdiction including, but not limited to, zoning ordinances, subdivision ordinances, building codes and other such regulations. Whenever there is a conflict between the provisions of these covenants and the ordinances, statutes or regulations of the City, County, State, Federal or other applicable governmental entity having jurisdiction over Southfork Woods, Plats 1 and 2, that provision which is most restrictive shall be binding.

Article V.

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 Lots 1 - 24, Plat 1 and lots 1-29 in Plat 2 inclusive, in Southfork Woods, Plat 1 and 2, regardless of how title was acquired, from the date of filing of this declaration until July 1, 2018, unless amended by an affirmative vote of two-thirds (2/3) of the Lots within the Plat (with each lot entitled to one (1) vote, on which date these covenants, conditions and restrictions shall automatically be extended an additional ten (10) years (and extended for successive ten (10) year terms thereafter in the same fashion) unless after July 1, 2018, two-thirds (2/3) of the Lot owners within Southfork Woods, Plat 1 and 2 in writing consent to terminate the Declaration or any part thereof, in which event the 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 member of Kohles Development certifying that two-thirds (2/3) of the Lot owners within Southfork Woods, Plat 1 and 2 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.

B. Severability

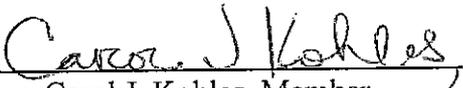
In the event that any one or more of the terms or conditions of this declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining Covenants, Conditions,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

C. 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, such terms shall be reduced to a reasonable period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Iowa or other applicable law, all as determined by the court.

Kohles Development, LC.

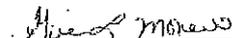
By 
Kevin P. Kohles, Member

By  member
Carol J. Kohles, Member

State of Iowa)
)ss
County of POLK)

This instrument was acknowledged before me on June 28, 2000,
By Kevin P. Kohles and Carol J. Kohles as members of Kohles Development, LC.




Notary Public in and for the State of Iowa