

R

DEED RESTRICTIONS

SUGAR CREEK ESTATES
Henry and Janice Krohn

REFERENCE MADE
Book 8 Page ADD

Dated _____
Inst. No. _____
COUNTY RECORDER
DALLAS CO, TEXA
20.00

1666 FILED
Book 723 PAGE 311
02 AUG 16 PM 12:15

TO WHOM IT MAY CONCERN

That Sugar Creek Estates being a development owned by Henry and Janice Krohn of Dallas County, Texas hereby imposes in the continuing use of said property the following restrictions, which includes lots 1 through 13.

I. GENERAL PROVISIONS

- A. Each lot shall contain only one single family dwelling. Two or more adjacent lots can be used for one dwelling. No commercial enterprise or gainful public business, no public nuisance, and no offensive activity shall be conducted on any lot. No trailer, basement, tent, garage or uncompleted structure on any lot shall at any time be used as a temporary residence except by approval of the General Partner.
- B. Each lot is being provided with water. A Homeowners Association will be created to provide for maintenance of the road, water system and dam. The stocking of fish in the water impoundments and for such other purposes as the Homeowners shall deem appropriate, the articles of the Homeowners Association shall provide for assessments against lots which shall be set to provide the proper maintenance for this development. The assessments for the pond lots and the remaining lots may be in different amounts at the discretion of the Homeowners Association. The Homeowners Association shall be controlled by the General Partners until such time as residence are completed and occupied on 75% of the lots in Sugar Creek Estates.

II. CONTROLS

Architectural and environmental controls are hereby established to protect investment values and to preserve the existing natural beauty and wildlife of Sugar Creek Estates. These controls will be administered by the General Partners who is hereby given authority to waive, with the concurrence of the majority of owners, any part of these requirements in the best interests of Sugar Creek Estates, but such waiver or provisions shall not be unreasonably withheld or arbitrarily granted in any manner not consistent with the general purposes of these deed restrictions.

Owners of lots not on the pond will be restricted to the dam area only for fishing. the use of shoreline along the pond, owned by such owners can and may be used only by permission of those lot owners being of lots 9, 10, 11, 12, and 13. No motor may be used on a boat on the pond other than electric. Docks may be built on the pond if they are maintained and kept in good construction. No dumping of minnows or bait such as will be allowed.

APPASQUIT SIGNED 9-1-92 BK. 723 P. 311

- A. All one story dwellings shall contain a minimum of 1,800 square feet of living space. One and one-half or two story dwellings shall contain a minimum of 2,400 square feet of living space. In computing the minimum area, the area contained in unfinished basements, porches, garages, storage units and breezeways is not to be considered.
- B. The exterior of the dwellings and outbuildings on any lot shall be constructed as to compliment each other with like materials of wood, brick, stone, stucco, or simulated wood siding. Roofing shall be of wood or shake shingles or decorative shingles, slate or like material.
- C. Fencing in general is discouraged. All fencing is subject to review and approval by the General Partners.
- D. Grading and construction operations should be carefully planned in advance to provide for minimum disruption of the character of the terrain and removal of trees.
- E. Fuel storage tanks are to be placed underground or satisfactorily shielded from public view.
- F. Storage or placement of any boats, campers, snowmobiles, motor homes or commercial vehicle or other moveable or temporary structures shall be in placement so as not to be a detriment to the appearance of Sugar Creek Estates, approval made by the General Partners.
- G. All setbacks shall be conformed to and in accordance with the plot plan, if exceptions are to be made they must be done by the General Partners of the development. No fences or enclosures of any kind shall be permitted within this setback.
- H. The owner of each lot shall maintain control of noxious weeds such as Canadian Thistle, Musk Thistle and debris on the same. Cutting or removal of living plants or trees and planting of new material is subject to the approval of the General Partners. Dead growth may be removed so long as care is exercised to protect surrounding plant life.

III. LOT APPEARANCE

- A. To maintain an attractive overall appearance and preserve the natural beauty of Sugar Creek Estates, certain items must be placed out of public view, such as: garbage or refuse containers, clothes line, lawn and garden equipment, building materials not a part of a visible construction project.
- B. Exterior air conditioning equipment, antenna, light post, flag pole or any other structure in public view must receive advance approval of the General Partners to general appearance and suitability for residential purposes.

- C. No junk, rubbish, waste material, garbage or other refuse will be dumped or stored on any lot.
- D. No animals, fowl or birds, except customary household pets shall be maintained on any lot. In no event, shall more than two dogs, unless within a structure, be maintained on any lot at any one time. Dog runs shall be kept within the setback lines of the lot. Dogs shall be chained or kept in a dog run if they become a nuisance or dangerous to the local residence.
- E. Repair of automobiles, motorcycles or any other mode of transportation or recreation torn down or stored in public view shall be prohibited.
- F. No tent, trailer, camper, snowmobile, or commercial vehicle or other movable or temporary structure will be maintained on any lot within public view for more than thirty days within any calendar year.

IV. REVIEW

- A. The General Partners must review all building plans before they are submitted to Dallas County for a building permit. If the General Partners fails to approve or disapprove the plans in writing within thirty days from date of submission, the plans shall be deemed approved.

V. DEVIATION FROM APPROVED PLANS OR FAILURE TO COMPLETE

- A. Any deviation in construction on any building plot from approved plans, which in the judgment of the General Partners is of substantial detriment to the appearance of Sugar Creek Estates, shall be corrected by the Owner to conform to the approved plans at the expense of the Owner of the particular building lot or lots involved.
- B. Any building begun must be completed within one year after the start of construction.

VI. ENFORCEMENT

- A. Each owner of a lot in Sugar Creek Estates, by acceptance of a deed thereto, specifically agrees to the obligations and conditions set out in these restrictions.
- B. The successors in interest of Sugar Creek Estates, by accepting title to all or any part of the property above described, agree that the foregoing conditions and restrictions are a part of a general plan for the improvement of the property included within the tract of land above described, and that said restrictions and conditions are for the benefit of said tract and each and every lot or parcel thereof, and shall inure to and pass with said tract and each and every lot or parcel of land contained therein as the dominant tenement or tenements and this instrument hereby dedicates said property and each lot or parcel contained therein to such uses and purposes.

VII. MODIFICATION OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2008, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

VIII. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Sugar Creek Estates has caused this instrument to be executed by its duly authorized General Partner on this 15 day of January 1988.

By Henry Krohn
Henry Krohn, General Partners
Janice Krohn
Janice Krohn, General Partners

DEED RESTRICTIONS

SUGAR CREEK ESTATES
Henry and Janice Krohn

Dated DEC 30 1992 FILED 3170
Inst. No. 9-10
AR 10: 11

TO WHOM IT MAY CONCERN

That Sugar Creek Estates being a development owned by Henry and Janice Krohn of Dallas County, Iowa hereby imposes in the continuing use of said property the following restrictions, which includes lots 1 through 13.

I. GENERAL PROVISIONS

- A. Each lot shall contain only one single family dwelling. Two or more adjacent lots can be used for one dwelling. No commercial enterprise or gainful public business, no public nuisance, and no offensive activity shall be conducted on any lot. No trailer, basement, tent, garage or uncompleted structure on any lot shall at any time be used as a temporary residence except by approval of the General Partner.
- B. Each lot is being provided with water. A Homeowners Association will be created to provide for maintenance of the road, water system and dam. The stocking of fish in the water impoundments and for such other purposes as the Homeowners shall deem appropriate, the articles of the Homeowners Association shall provide for assessments against lots which shall be set to provide the proper maintenance for this development. The assessments for the pond lots and the remaining lots may be in different amounts at the discretion of the Homeowners Association. The Homeowners Association shall be controlled by the General Partners until such time as residence are completed and occupied on 75% of the lots in Sugar Creek Estates.

II. CONTROLS

Architectural and environmental controls are hereby established to protect investment values and to preserve the existing natural beauty and wildlife of Sugar Creek Estates. These controls will be administered by the General Partners who is hereby given authority to waive, with the concurrence of the majority of owners, any part of these requirements in the best interests of Sugar Creek Estates, but such waiver or provisions shall not be unreasonably withheld or arbitrarily granted in any manner not consistent with the general purposes of these deed restrictions.

Owners of lots not on the pond will be restricted to the dam area only for fishing, the use of shoreline along the pond, owned by such owners can and may be used only by permission of those lot owners being of lots 9, 10, 11, 12, and 13. No motor may be used on a boat on the pond other than electric. Docks may be built on the pond if they are maintained and kept in good construction. No dumping of minnows or bait such as will be allowed.

AFFIDAVIT OATH
CORRECT + RATIFICATION FILED 9-4-92 BK 924 Pg. 535
IOWA REALTY CO., INC.
3501 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50265

Book 666 - 1992 9

-2-

- A. All one story dwellings shall contain a minimum of 1,800 square feet of living space. One and one-half or two story dwellings shall contain a minimum of 2,800 square feet of living space. In computing the minimum area, the area contained in unfinished basements, porches, garages, storage units and breezeways is not to be considered.
- B. The exterior of the dwellings and outbuildings on any lot shall be constructed as to compliment each other with like materials of wood, brick, stone, stucco, or simulated wood siding. Roofing shall be of wood or shake shingles or decorative shingles, slate or like material.
- C. Fencing in general is discouraged. All fencing is subject to review and approval by the General Partners.
- D. Grading and construction operations should be carefully planned in advance to provide for minimum disruption of the character of the terrain and removal of trees.
- E. Fuel storage tanks are to be placed underground or satisfactorily shielded from public view.
- F. Storage or placement of any boats, campers, snowmobiles, motor homes or commercial vehicle or other moveable or temporary structures shall be in placement so as not to be a detriment to the appearance of Sugar Creek Estates, approval made by the General Partners.
- G. All setbacks shall be conformed to and in accordance with the plot plan, if exceptions are to be made they must be done by the General Partners of the development. No fences or enclosures of any kind shall be permitted within this setback.
- H. The owner of each lot shall maintain control of noxious weeds such as Canadian Thistle, Musk Thistle and debris on the same. Cutting or removal of living plants or trees and planting of new material is subject to the approval of the General Partners. Dead growth may be removed so long as care is exercised to protect surrounding plant life.

III. LOT APPEARANCE

- A. To maintain an attractive overall appearance and preserve the natural beauty of Sugar Creek Estates, certain items must be placed out of public view, such as: garbage or refuse containers, clothes line, lawn and garden equipment, building materials not a part of a visible construction project.
- B. Exterior air conditioning equipment, antenna, light post, flag pole or any other structure in public view must receive advance approval of the General Partners to general appearance and suitability for residential purposes.

666-1000-8

- 3 -
- C. No junk, rubbish, waste material, garbage or other refuse will be dumped or stored on any lot.
 - D. No animals, fowl or birds, except customary household pets shall be maintained on any lot. In no event, shall more than two dogs, unless within a structure, be maintained on any lot at any one time. Dog runs shall be kept within the setback lines of the lot. Dogs shall be chained or kept in a dog run if they become a nuisance or dangerous to the local residence.
 - E. Repair of automobiles, motorcycles or any other mode of transportation or recreation torn down or stored in public view shall be prohibited.
 - F. No tent, trailer, camper, snowmobile, or commercial vehicle or other movable or temporary structure will be maintained on any lot within public view for more than thirty days within any calendar year.

IV. REVIEW

- A. The General Partners must review all building plans before they are submitted to Dallas County for a building permit. If the General Partners fails to approve or disapprove the plans in writing within thirty days from date of submission, the plans shall be deemed approved.

V. DEVIATION FROM APPROVED PLANS OR FAILURE TO COMPLETE

- A. Any deviation in construction on any building plot from approved plans, which in the judgment of the General Partners is of substantial detriment to the appearance of Sugar Creek Estates, shall be corrected by the Owner to conform to the approved plans at the expense of the Owner of the particular building lot or lots involved.
- B. Any building begun must be completed within one year after the start of construction.

VI. ENFORCEMENT

- A. Each owner of a lot in Sugar Creek Estates, by acceptance of a deed thereto, specifically agrees to the obligations and conditions set out in these restrictions.
- B. The successors in interest of Sugar Creek Estates, by accepting title to all or any part of the property above described, agree that the foregoing conditions and restrictions are a part of a general plan for the improvement of the property included within the tract of land above described, and that said restrictions and conditions are for the benefit of said tract and each and every lot or parcel thereof, and shall inure to and pass with said tract and each and every lot or parcel of land contained therein as the dominant tenement or tenements and this instrument hereby dedicates said property and each lot or parcel contained therein to such uses and purposes.

666

VII. MODIFICATION OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2008, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

VIII. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Sugar Creek Estates has caused this instrument to be executed by its duly authorized General Partner on this 28th day of DECEMBER 1988.



Larry Pickering

By *Henry Krohn*
Henry Krohn, General Partners
Janice Krohn
Janice Krohn, General Partners