

**RESTRICTIVE COVENANTS AND TRUST INDENTURE**

STATE OF IOWA            )  
  ) ss.  
DES MOINES COUNTY    )

The undersigned, is the owner of the real estate and known as Wildlife Lakes Subdivision Eighth Addition to Wildlife Lakes Subdivision (hereinafter referred to collectively as the "Subdivision").

Because of the natural characteristics, setting, and uniqueness of the Subdivision and its future additions, and to ensure the harmonious development of the area, and because the current owners wish to encourage and promote a harmonious building theme, and wish further to promote the maintenance of the existing ponds and lakes located on the real estate and the roadway system known as Wildlife Lakes Drive, and such additions as there may be to said roadway, the landowners adopt the following Restrictive Covenants on the real estate described in Exhibit A and further adopt the following Trust Indenture.

**RESTRICTIVE COVENANTS**

1. One dwelling shall be permitted on each platted lot. One additional building will be allowed on each lot for use as a garage or storage building. All house plans and building plans must be approved by a majority of the Trustees prior to construction. In all matters requiring a vote of Trustees (3) a majority, (2) is required and must be recorded in minutes of such decisions. It is assumed by the undersigned that Lot Number 9 in Second Addition to Wildlife Lakes Subdivision may be resubdivided into more than one platted lot.
  
2. No dwelling shall be permitted within the subdivision having a square foot living area of less than 1600 square feet in the case of a one-story structure, 2000 square feet in the case of a two-story structure, or 2200 square feet in the case of a tri-level or a split level structure. Basements exposed or unexposed on one or more sides shall not be counted in the above square footage requirement.
  
3. The exterior colors of structures shall be generally subdued to blend with the colors of the natural landscape. Earth tones are recommended. Exterior surfaces shall be of natural materials that blend and are compatible with the natural

landscape, or as are approved by the Trustees. All roofs shall be of a material, color, and texture as approved by a majority of the Trustees. The roof pitch of each building shall be 5-12 or steeper, or as approved by the Trustees. Foundation walls should blend with the adjacent exterior walls of each dwelling.

4. Lot owners and builders are required to revegetate and restore ground cover for erosion and appearance reasons and they shall conserve and protect trees, top soil, rock formations, and unique landscape features. Site drainage and grading will be done with minimum disruption to the lot and shall not drain to adjoining lots nor cause a condition that could lead to soil erosion.

5. The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris. No lot shall be used for other than residential purposes, and no trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract, shall at any time be used as a residence, temporarily or permanently, nor shall any residence or building of a temporary character be permitted.

6. All electric, telephone, television, radio, and other utility lines shall be placed underground when extended from the lot line to any dwelling or other improvement on the lot. All septic systems must be approved by Des Moines County Health Officials and conform to all Des Moines County ordinances.

7. No noxious or offensive activity shall be carried on at any lot nor shall anything be done or placed therein which may become a nuisance or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their lots or open spaces.

8. All lot lines shall be kept open and free one to another, and no fences nor plantings simulating fencing shall be permitted on any lot or lot lines unless such is approved by a majority of the Trustees and deemed to be in keeping with the character of the area or as a necessity for safety.

9. Exterior television antennas are to be discouraged, but the Trustees may allow such antennas if they are placed in a manner and location as to be least visible from neighboring lots or open spaces.

10. No domestic animals or fowl totaling more than three (3) generally recognized house or yard pets shall be maintained on any lot. If an owner

chooses to keep house or yard pets, said owner shall at all times have them under his or her control, whether within the owner's lot or in any other location within the property. Animals shall not be permitted to roam at will. The Trustees shall have the right to adopt further rules and regulations to enforce this provision. Dog pens shall be placed where they are not offensive or distracting in any way to neighboring dwellings.

11. No trailer, vehicle, or boat shall be constructed, reconstructed, or repaired upon any lot in such a manner that that activity is visible from neighboring lots, open spaces, or roads.

12. Each lot shall be served by natural gas lines, and no butane tanks, propane tanks, or fuel oil tanks will be permitted in the Subdivision.

13. No hunting or use of firearms is permitted on any of the public or private areas of the Subdivision, except for the protection from an invasive destructive animal disturbing safety or causing destruction to property, subject to all applicable laws, rules, regulations, and ordinances of any relevant governing authority.

14. No dwelling or structure shall be erected within thirty (30) feet of any property line or the water line of the lakes and ponds contained within the Subdivision, unless the lot owner receives express written approval of a majority of the Trustees to vary this provision. Properly constructed fishing/boat docks are considered acceptable when approved by a majority of the Trustees.

15. The owners of lots in this Subdivision shall not at any time grant any easement to any person or permit any right of way or usage of any sort for crossing said lots for the purpose of access to or ingress or egress to or from, any other property adjoining or contiguous to any of the lots in the Subdivision.

16. Inoperable mechanical equipment shall not be permitted on the property, unless stored out of sight by appropriate screening or stored inside of a building. Any screening must meet the approval of a majority of the Trustees and this approval must be in writing. No travel trailers, motor homes, boats, semi trailers or similar equipment shall be parked on a platted lot or on the roadway or right of way. An owner wanting to leave such equipment longer than 24 hours within the owner's lot must receive approval from a majority of the Trustees, but even

then, permission may be granted for only a temporary length of time, and never for a permanent basis unless stored inside an enclosed structure, approved by a majority of the Trustees

17. Motor vehicles shall not be operated at a speed in excess of 20 mph on Wildlife Lake Drive or any of the roadways located within the Subdivision. Lot owners shall not park vehicles of any kind on the road right of way / easement (except in emergencies or needs) for the purposes of temporary utility services, lawn care or yard maintenance and, under special occasions, to include temporary parking for special parties, fundraising events, weddings, etc., with use of the roadway closest possible to that owner's residence.

18. Except in the performance of work in connection with maintenance and improvements of the lakes and dams, motors shall not be used on any lake or proposed lake except those electrically powered. Stocking of the lake is to be done only in cooperation with the developers and the Trustees.

19. Except as otherwise provided in this instrument, the shoreline area shall be used exclusively by the owner of a lake/pond lot to which such shoreline area is adjacent, and the members of said owner's family residing in said owner's household and said owner's invitees. No other persons are authorized to utilize the shoreline area. The Board of Trustees strongly recommends that owners with lakeside lots erect/place attractive signage on their lots or adjacent to their lakeside access that clearly states PRIVATE PROPERTY or NO TRESPASSING. This signage is intended to help protect the Wildlife Lakes Homeowners Association from undue liability resulting from any tragedy or unintended injury to those who might trespass onto the lakeside properties to fish, ice fish, swim, boat or wade/hike the shorelines of our lakes.

20. These covenants shall run with the land and be binding on all parties and persons claiming by, through or under them, for a period of twenty (21) years from the date hereof, unless by a vote of the majority of the then-owners of the lots in the Subdivision, it is agreed to change these covenants or any of them in whole or in part. In voting to change these covenants, one vote shall be allowed for each of the then lots.

21. If the parties hereto, or any of them, or their heirs or successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said development to prosecute any proceedings at law or in equity against the person

or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or recover damages or other dues for such violation.

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

## **ROAD MAINTENANCE AND SUPERVISORY AGREEMENT**

WHEREAS, the undersigned desire that Wildlife Lakes Road and other roads within the Subdivision be maintained, and further desire that the lakes and ponds located within the Subdivision be maintained, the undersigned hereby agree as follows:

1. There shall be a Board of Trustees consisting of three lot owners, within the subdivision, who shall have oversight of all elements of management and control of the above covenants. Each lot owner inside the subdivision, off Washington Road, shall have one vote per lot for the purpose of election of Trustees. The terms of service for a Trustee shall be for a period of 3 years and shall be staggered so as to allow the replacement of one for each board position every three years. Henry Bohlen shall be an additional trustee, ex-Parte and ex-Officio, non-voting to serve in an advisory position to the regular Board of Trustees. In case of a vacancy on the Board of Trustees for any reason other than expiration of a term, the then remaining Board members may appoint a qualified replacement member to fulfill the remaining portion of any Board member's term. All decisions to be rendered by the Board of Trustees shall be by a majority vote as noted herein. A quorum would consist of two (2) and no less than two (2) Board Members but if there is only two (2) then, obviously, it would be a unanimous vote.

2. The Trustees are hereby granted powers as necessary to keep and maintain all roadways located within the Subdivision in reasonable repair, including but not limited to all authority to employ those persons necessary to ensure adequate maintenance. The Trustees shall have the authority to maintain reasonable cash reserves in an amount not to exceed \$15,000. Annual dues of \$600 per resident homeowner will be assessed April 1, 2020, and annually thereafter on April 1, for those residences which are accessed via Wildlife Lakes Drive or its tributary roadways for residential purposes. For new owners, assessments shall be pro-rated from the time of construction ground-breaking for that calendar year. When it is shown that the cash reserve is going to exceed \$15,000, dues will be reduced pro-rata for the next year so as not to exceed the reserve limit. For property owners of the real estate in the Sixth Addition of Wildlife

Lakes Subdivision, property owners shall pay as an annual due the lesser of \$200.00 or one-third (1/3) of the yearly annual due assessment for all other lot owners.

3. Unless the Trustees otherwise determine, concrete construction of roadways and repair of such roadways in the Subdivision shall include an appropriate base of durable rock equal to the thickness of the intended roadway. Rebar shall be utilized within the concrete at 20-30 inch centers.

4. The Trustees are hereby granted powers as necessary to keep and maintain the ponds and lakes located within the properties encompassed in this agreement in reasonable repair, including but not limited to the authority to employ those persons necessary to ensure adequate maintenance of the ponds and lakes and dams. Property owners bordering ponds or lakes within the Subdivision will be responsible for costs related only to the body of water that they border; those costs are to be assessed equally by the Trustees to those lot owners bordering a particular pond or lake. A lot owner's access to a pond or lake is limited to those ponds or lakes which his or her lot borders. Subject to the above covenants and other terms of this agreement, access shall include full access with unconditional use of the lot owner's land and of the pond or lake by any person the lot owner deems appropriate, including guests, without accompaniment by the property owner.

5. The developer has provided a green space for the purpose of accessing the main body of water within the Subdivision, known as Wildlife Lake. Any lot owner within the Subdivision may use Wildlife Lake for recreational purposes, subject to the above covenants and other terms of this agreement. Said green space is located at the northeast section of Wildlife Lake. For those lot owners whose lots do not border Wildlife Lake, they may access Wildlife Lake only via the green space, which in turn may be accessed only via the county road on the north side of the property, west of 137<sup>th</sup> Avenue and east of Lots 1 and 2 in the Sixth Addition to the Wildlife Lake Subdivision. With the prior approval of the Trustees, lot owners whose lots do not border Wildlife Lake may construct and maintain a dock along the green space at their own cost and according to such specifications as approved by the Trustees, and may also, with prior approval of the Trustees, keep one or more boats at the site for as long as the Trustees deem appropriate.

6. The Trustees shall determine the appropriate means for maintaining the front entrance landscaping of the Subdivision, which may include contracting with the third party by commercial bidding at the expense of all full dues paying lot owners in the Subdivision.

7. All elections of Trustees shall be by secret ballot, and the ballots and meeting place shall be provided by the Trustees. The Trustees shall serve as judge of elections and shall count and record the results of any election. Each lot in the Subdivision shall be entitled to cast one vote at any election scheduled by the Trustees. Developers of unplatted and unsubdivided land will be considered as one lot, and thus there will be one vote for the undeveloped portion.

8. There shall be an annual meeting of the lot owners in the Subdivision to consider ongoing business matters, adjustments to the restrictive covenants, and other matters pertaining to the successful operation and maintenance of the Subdivision. Such meeting shall be held each year between April 1 and April 20. The fiscal year of this Homeowners' Association shall be April 1-March 30. The purpose of this change of fiscal year is to assure we have all road maintenance costs complete to include winter snow removal and ice melting applications, for the purposes of appropriate budgeting.

9. The undersigned hereby appoint the Trustees hereafter elected as their attorneys-in-fact, with authority to file a lien for any unpaid assessment against the real estate of any lot owner failing to pay any assessment within thirty days following the date said assessment is due and payable. The Trustees may also bring an action for the purpose of foreclosing any lien or assessment, and the Trustees shall be indemnified for all costs incurred in the filing of said lien or prosecuting any action to foreclose any lien, including the payment of reasonable attorney fees incurred thereby.

10. The Trustees shall have the responsibility and authority to oversee the above covenants and other terms of this agreement and shall ensure compliance of the same by persons owning lots in the area described in Exhibit A attached hereto.

11. This agreement shall run with the land and shall be binding on the owners, their heirs, administrators, executors, and assigns.

DATED this \_\_\_\_\_ day of June, 2020.

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