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Dubuque County Iowa
Kathy Flynn Thurlow Recorder
File **2014-00005234**

Prepared by & Return to: Stephen J. Juergens, 151 W. 8th St., Suite 200, Dubuque, Iowa 52001, Phone (563) 556-4011

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Royal Oaks Development Corporation, hereinafter referred to as "Declarant" and Thunder Ridge Estates Homeowners Association, Inc.

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Dubuque, State of Iowa, which is more particularly described as:

Lots 1 through 32 and Lot A of Block 5 of Thunder Ridge Estates in Section 2, Township 88 North, Range 1 East of the 5th P.M., in Dubuque County, Iowa, according to the recorded plat thereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

SECTION 1. "Articles" shall mean the Articles of Incorporation of the Association dated July 14, 1997, filed in the in the Office of the Secretary of State of the State of Iowa on July 16, 1997, and which were duly recorded on July 22, 1997, as Instrument Number 8233-97, in the Office of the Recorder, Dubuque County, Iowa, and by way of Articles of Amendment of the Association, dated August 1, 1997, filed in the office of the Secretary of State of Iowa on August 12, 1997, and duly recorded on the 18th day of August, 1997, as Instrument No. 9421-97 in the office of the Recorder, Dubuque County, Iowa, and by way of Articles of Amendment of the Association, dated June 3, 1998, filed in the office of the Secretary of State of Iowa on June 5, 1998, and duly recorded

on the 11th day of June 1998, as Instrument No. 9198-98 in the office of the Recorder, Dubuque County, Iowa, as amended from time to time.

SECTION 2. "Association" shall mean and refer to Thunder Ridge Estates Homeowners Association, Inc., its successors and assigns.

SECTION 3. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 4. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, including, but not limited to, all platted streets, utility easements, walkway easements, recreational facilities, water well easement. and sewage waste treatment facility. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Private roadway easements, utility easements, walkway easements, recreational facilities, water well system in Thunder Ridge Estates in Section 2, Township 88 North, Range 1 East of the 5th P.M. in Dubuque County, Iowa, according to the recorded plat thereof.

The Common Area shall also include easements for recreational facilities and sewage waste treatment facilities which may be platted at a later time.

SECTION 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. .

SECTION 7. "Single-Family Lot" shall mean and refer to any plot of land upon which a Residential Dwelling Unit has been or is to be constructed as a Single-Family dwelling.

SECTION 8. Intentionally left blank.

SECTION 9. "Declarant" shall mean and refer to Royal Oaks Development Corporation, its successors and assigns if Royal Oaks Development Corporation has specifically assigned its rights as Declarant to such successors or assigns.

SECTION 10. Intentionally left blank.

SECTION 11. "Member" or "Membership" shall mean and refer to those persons entitled to membership as provided in this Declaration.

SECTION 12. "Residential Dwelling Unit" shall mean and refer to any portion of a conventionally built structure situated upon the Properties designed for occupancy by a Single-Family.

SECTION 13. "Single-Family" shall mean one (1) or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three (3) persons not all related, together with his domestic servants, maintaining a common household.

SECTION 14. Intentionally left blank.

SECTION 15. "Dwelling Units" shall mean any Residential Dwelling Units.

SECTION 16. Intentionally left blank.

SECTION 17. Intentionally left blank.

ARTICLE II PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot , subject to the following:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c. The right of the Association (subject to the provisions of subparagraph (d) of this Section) to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, or private individual or entity for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfers shall be effective unless an instrument signed by two-thirds (2/3) of the Members agreeing to such dedication or transfer has been recorded;
- d. The Common Area shall be subject to any and all utility easements reasonably necessary or required to adequately serve the Properties.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to his (a) family members; (b) agents; (c) servants; (d) tenants; (e) invitees and licensees; or (f) contract purchasers who reside on the Lot .

SECTION 3. WATER AND SEWER SYSTEMS. The Association shall establish, construct, install, and maintain a water well system and distribute water for the benefit of the Properties to each Lot within the Properties and, on such terms and conditions as may be established by the Association, connect or permit each Owner within the Properties to connect by water lines installed underground.

Each Lot within the Properties is served by the City of Peosta Sanitary Sewer System.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

When more than one (1) person holds an interest in any Lot , all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot . There shall be no fractional votes.

Only Members in good standing and who pay the assessments hereinafter set forth shall be entitled to one (1) vote at any regular or special meeting. No Membership in the Association can be canceled nor can voting rights of any Members be suspended unless said Member fails to pay the assessment levied by the Association against a Lot . An eligible voter is one who has paid all of the assessments due the Association. If a Lot is co-owned, payment of the total assessments due for the Lot must be made in order to qualify a co-owner for voting. Membership herein shall automatically vest in subsequent titleholders through sale, gift, assignment, or otherwise.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and also special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments also shall pass to his successors in title by their acceptance of a deed for such Lot . Provided that no annual or special assessment shall be levied against Declarant for any Lot owned by it within the Properties, except Lots subject to

installment sales contracts, unless and while such Lots are occupied property.

SECTION 2. PURPOSE OF ANNUAL ASSESSMENTS. The annual assessment levied by the Association shall be used exclusively to promote recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, as hereinafter provided, and for the payment of the expenses of the Association, including but not limited to those expenses enumerated in Article III, subparagraph (b), of the Articles. As part of the annual assessment, each Lot shall contribute equally for the operation, maintenance and repair of the sewage waste treatment facility, including the sanitary sewage lines, and for the well and water distribution system.

The annual assessments for the benefit of all Members of the Association shall be determined by the initial Board of Directors and shall be reviewed and/or amended by the Board annually.

SECTION 3. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any year, a special assessment payable in one or more years, as specified in the levy, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that they have the assent of two-thirds (2/3) of the votes of Members for such assessment who are voting in person or by proxy at a meeting duly called for this purpose.

Upon approval of a special assessment by the Membership, the Board of Directors shall send a written notice to all owners by regular U.S. Mail stating the amount of the special assessment for each Member, the purpose of the special assessment and the due date or dates for payment of the special assessments.

SECTION 4. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3. Written notice by regular mail as provided in Section 3, Article III, of the Bylaws of any meeting called for the purpose of taking any action authorized under Section 3 above shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of the Membership votes shall then constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If a Member is present at a meeting and does not object in writing or on the record as to a deficiency in notice, the Member is deemed to have waived such objection.

SECTION 5. EXTERIOR MAINTENANCE. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows:

- a. All Lots.

- (1) In the event an Owner of any Lot in the Properties shall fail to maintain the decorative planting and shrubs, clear the snow or cut the grass upon the Lot owned by said owner in a manner (which shall not exceed six inches in height) satisfactory to the Board of Directors (where such action is required of such Owner), the Association, after approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and perform such maintenance. The Board of Directors shall be authorized to do and carry out this provision only after giving five (5) days written notice to the Owner, setting out such notice what is required to be done. The cost of any such maintenance shall be added to and become a part of the assessment to which such Lot is subject.
- (2) In the event that the need for maintenance or repair upon any Lot or the Common Area is caused by the willful or negligent act of the Owner of any Lot, or his family members, agents, servants, tenants, invitees, or licensees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject.

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments for the benefit of all the Members of the Association must be fixed at a uniform rate for all Lots and may be collected on a weekly, monthly, quarterly, bi-annually or other payment basis and upon such terms and conditions as the Board of Directors may set forth in writing for each Lot. The Board may make special payment arrangements in writing with any Member if there are extenuating circumstances.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS. REMEDIES OF THE ASSOCIATION. In the event any Member fails to pay any assessment or any installment payment of any assessment within thirty (30) days after the due date, said assessment shall bear interest from the due date at eighteen percent (18%) per annum. If any payment is not made within thirty (30) days of its due date, the Secretary shall mail written notice of the delinquency to the Member and advise the Member that interest is being charged, that pursuant to the Declarations and Bylaws of the Association, the voting rights of the Member are suspended, a lien is being filed on the property subject to the assessment, that the Association reserves the right to take necessary legal action to collect the assessment, and that all rights of the Member to the use of recreational facilities are suspended until all payments on assessments are brought current or written payment arrangements are made with the Board of Directors. The Association may bring an action at law against the

Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

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ARTICLE VI

ARCHITECTURAL CONTROL

SECTION 1. MATTERS REQUIRING APPROVAL. Prior written approval shall be obtained from the Board of Directors with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, at no time shall any building, fence, wall, driveway access, or other structure be connected, erected or maintained upon the Properties, nor shall any exterior addition to, change in, repair of, reconstruction of or alteration therein be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials, color, location, grade and proposed landscaping or any other matter having a visual impact on the Properties have been submitted to and approved in writing by the Board of Directors.

SECTION 2. PROCEDURE. Whenever approval is required of the Board of Directors, appropriate plans and specifications shall be submitted to and retained by the Board of Directors. The Board of Directors shall either approve or disapprove in writing such design, location, proposed construction, clearing activities and all other matters requiring approval within thirty (30) days after said plans and specifications have been submitted to it. The Board of Directors 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 arbitrary reasons.

SECTION 3. ASSIGN ABILITY OF BOARD OF DIRECTORS' RIGHTS UNDER THE ARCHITECTURAL REVIEW PROCESS. The function of the Board of Directors under this architectural review process shall be assignable at the option of the Board to a committee selected by the Board of Directors to be known as the Architectural Control Committee. The Board of Directors has the sole right to appoint the Committee Members and may also remove Members at any time.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the

Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other property provisions which shall remain in full force and effect.

SECTION 3. DURATION; AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, and may be extended for successive periods of twenty-one (21) years thereafter under Sections 614.24 and 614.25, Code of Iowa, 1997; provided however that any easements and assessments (annual and special) created by this Declaration shall be perpetual in nature. This Declaration may be amended by an instrument signed by the owners of not less than seventy-five (75%) percent of the Lots . Any such amendment shall be recorded.

SECTION 4. ANNEXATION. Additional property zoned to be used only for residential purposes and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the Members and shall then become subject to this Declaration and all covenants and restrictions therein.

SECTION 5. SUSPENSION OF USE OF FACILITIES. The Board of Directors may suspend the use of recreational facilities by any (a) Owner; (b) family members; (c) agents; (d) servants; (e) tenants; (f) invitees and licensees; or (g) contract purchasers who reside on the Lot for infractions of its published rules and regulations by mailing a written notice of the suspension to the Owner, setting forth the reasons therefor and providing that the owner may appear before a meeting of the Board of Directors, giving the date, time, and location of the meeting to show why the suspension should not be imposed.

SECTION 6. INSURANCE. The Association, as authorized by the Board of Directors, shall have power to purchase and maintain insurance on its behalf and/or on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another association, partnership, joint venture, trust or other enterprise, against any liability asserted against him and as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article or otherwise.

SECTION 7. INTERPRETATION. Wherever used in this Declaration, unless the context clearly indicates otherwise, the use of the singular shall include the plural and be applicable to either gender.

ARTICLE VIII GENERAL RESTRICTIONS

SECTION 1. LAND USE -DWELLING UNITS. The Lots within the Properties shall be used only as Dwelling Units and shall be subject to all restrictions and covenants set forth in this Declaration. No separate units, including a garage, utility shed, dog kennel or dog run shall be erected on any Single-Family Lot.

SECTION 2. SUBDIVISION OF LOTS. For purposes of this Section only, the term “Lot” shall mean only a “Single-Family Lot” as defined in ARTICLE I, SECTION 7. This Section shall not prohibit Declarant from subdividing any or all of Lots 29, 30, and A into Single-Family Lots, and/or Common Areas. No Lot shall be subdivided or re-subdivided to make smaller Lots. This restriction shall not prevent an owner of two (2) or more contiguous Lots from building one(1) Dwelling Unit on more then one (1) adjoining platted Lots or two (2) Dwelling Units on three (3) or more adjoining platted Lots as shown on the plat of the Properties; provided, such owner or owners replat said Lots following all platting procedures required under the ordinances of the County of Dubuque and the statutes of the State of Iowa, to the end that said Lots are combined and only one (1) Dwelling Unit is erected on each such replatted Lot.

SECTION 3. QUALITY OF STRUCTURES. It is the intention and purpose of this Declaration to ensure that all structures shall be of a quality and design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures within the Properties. All structures shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Board of Directors or the Architectural Control Committee. Only conventionally built structures shall be allowed. No mobile homes shall be allowed. Except for the structures or facilities for storage purposes permitted by Article VIII, Section 1 above, no pre-fabricated, factory-built, pre-cut, panel assembled, or commercially manufactured structures or dwellings shall be allowed.

SECTION 4. STRUCTURAL RESTRICTIONS. No Dwelling Unit shall be erected or permitted exceeding two (2) stories in height above grade. Dwelling Units may be built upon a concrete slab.

a. A Residential Dwelling Unit shall have the following square footage requirements:

- (1) A two-story Residential Dwelling Unit must have a minimum of one thousand two hundred (1200) square feet of living space on the main floor and no less than one thousand nine hundred (1900) square feet combined living space, exclusive of open porches and/or garages.
- (2) A one and one-half (1-1/2) story Residential Dwelling Unit must have a minimum of one thousand two hundred (1200) square feet of living space on the main floor and no less than five hundred fifty (550) square feet of living space on the second story, exclusive of open porches and/or garages.
- (3) All other Residential Dwelling Units shall have a minimum of one thousand seven hundred (1700) square feet of living space above grade, exclusive of open porches and/or garages.

All Residential Dwelling Units must include a minimum of a two-car and a maximum of a four-car attached garage. No garage door shall be more than ten (10) feet high.

SECTION 5. LOCATION OF STRUCTURES ON LOTS. The Association deems that the establishment of standard building setback lines for location of structures on Lots is compatible with the objective of preserving the natural setting of the area and preserving it and enhancing the existing features of natural beauty and visual continuity of the area. The Association therefore has established the minimum setbacks to be thirty feet (30') from the front property line of each Lot and forty feet (40') from the rear and fifteen feet (15') from each side of each Lot. All Dwelling Units shall present their most attractive fronts to the street in the Properties upon which the Lot abuts. Each Dwelling Unit shall be placed on the Lot so that the front of the Dwelling Unit runs parallel to the street upon which the Lot abuts.

SECTION 6. 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 for a residence, either temporary or permanent. Temporary structures used during the construction of the Dwelling Unit shall be on the same Lot as the structure. Said temporary structures shall be removed upon completion of construction. No Dwelling Unit or any other building shall be moved onto a Lot or the Properties for residential or any other purpose.

SECTION 7. COMPLETION OF CONSTRUCTION. Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling Unit shall be completed within one (1) year of the commencement of the construction, except that such period may be extended for a reasonable time by reason of any act of God, labor disputes, or other matters beyond the Owner's or builder's control. No structure shall be deemed completed until installation of approved landscaping. Soil erosion shall be kept to a minimum and within the limits as provided by law. The Association and its successors and assigns shall have the right to complete or have completed any construction not completed within such time and to:

- a. Recover the costs of same from the owners; and
- b. Place a lien on the Lot in the amount of such cost.

SECTION 8. EXCESS EARTH EXCAVATED. All earth excavated from the Lot on the Properties and not used thereon shall, at the option of the Association, be removed to such place on or adjacent to the Properties as may be designated by the Association. This shall be done at no cost to the Association.

SECTION 9. MAINTENANCE OF LOTS. All Lots, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in a 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.

SECTION 10. LOT APPEARANCE. No owner shall accumulate on any Lot junked vehicles, litter, refuse, or other unsightly materials. All garbage and refuse shall be kept within the Residential Dwelling Unit. All driveways shall be of hard surface construction.

SECTION 11. FIREWOOD. Firewood may be stored within the Dwelling Unit. If stored outside, it shall be stacked immediately adjacent to the rear of the Dwelling Unit in an orderly fashion. If the wood is purchased by the truckload, it must be cut and stacked within one (1) month.

SECTION 12. OTHER PROHIBITED MATTERS. No home occupation or profession shall be conducted on any Lot or in a Dwelling Unit, except that a professional or quasi-professional person may use his Dwelling Unit as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not be construed to prohibit a Unit Owner from: (a) maintaining a personal or professional library; (b) keeping personal business or professional records or accounts; or (c) handling personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of these restrictions. Furthermore, nothing herein shall prevent the Declarant from carrying out in the normal course of business, the development, construction, landscaping, improvement and sales of the Properties, upon any Lot or Dwelling Unit or other area within or adjacent to the Properties.

SECTION 13. ALTERATION OF LANDSCAPE. No trees, shrubs, or plants presently on the Lots within the Properties shall be removed except where the same will interfere with the construction of the Dwelling Unit erected upon such Lot and then said removal has been approved by the Association. All trimmings, in whole or in part, from such growth shall be removed from the premises. In performing general landscaping on each Lot, the Owner must plant and maintain not less than one (1) tree on each Lot.

SECTION 14. MAILBOXES. Each Single-Family Lot shall have a mailbox and post of a type approved by the Association. Such box shall be positioned immediately adjacent to the curb on either side of the driveway, said location to be determined by the Association to the end that said mailboxes shall be uniform within the Properties.

SECTION 15. EXTERIOR WALL, ROOF AND WINDOW MATERIALS. Not less than sixty percent (60%) of the front wall of any structure built upon the Lots shall be brick, stone, or stucco. All other exterior walls on all structures built upon the Lots may incorporate any of the following:

Brick, stone, stucco, cedar shake, horizontal wood lap, aluminum, steel, or reverse board and batten (RB&B) siding. No asphalt shingle, vinyl or vertical siding shall be allowed on an exterior wall.

Roofing materials may incorporate any of the following:

Wood shakes, wood shingles, slate, copper, or asphalt shingles with weight not less than three hundred thirty (330) pounds per square and metal roofs. Roofs shall have a minimum of 6/12 pitch. Roof forms should be well organized and consistent in form and pitch on all elevations. Gutters and down spouts shall be used at all eaves. Roof structures such as attic vents, plumbing vents, and exhaust fans shall be located on the rear of the ridge and shall be painted to match the roof color.

Windows may incorporate any of the following:

Wood, vinyl, or aluminum clad wood with clear glass or low E glass. No reflective glass will be permitted.

SECTION 16. WATERCRAFTS AND WATER VEHICLES. No motorized water craft or water vehicle of any kind, size, or type shall be allowed on or operated on any body of water maintained by the Association for the benefit of Members.

SECTION 17. CLOTHESLINES. Clotheslines of a permanent nature are prohibited. Clotheslines of a temporary nature are allowed. Temporary clotheslines shall be dismantled or retracted when not in use. Temporary clotheslines shall be so located as not to be visible from the street serving the Dwelling Unit. Clothes shall not remain drying for more than a 24-hour period.

SECTION 18. LIGHTING. Each Dwelling Unit shall have a front yard light that is operated on a timer. The hours of operation shall be determined from time to time by the Association as it sees fit.

SECTION 19. NUISANCES. No noxious or offensive activity shall be carried on in or upon any Lot or Dwelling Unit. 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 or Dwelling Unit.

SECTION 20. FIREARMS. No firearms, air rifles, pellet guns, or BB guns shall be discharged and no hunting of any animals shall be permitted upon any Lot or Dwelling Unit.

SECTION 21. PETS. No animals of any kind, including but not limited to, livestock, chicken, or fowl, shall be raised, bred, housed, quartered or kept on any Lot or in any Dwelling Unit, except that dogs, cats, and other ordinary household pets may be kept and housed provided they are not kept, bred, housed or maintained for any commercial purpose. Any such domestic animals kept as pets must be restrained and confined and kept off the premises of other Lot and Dwelling Unit owners. Such domestic pets must be kept quiet and orderly so as not to disturb the peaceful enjoyment of other Lot and Dwelling Unit owners.

SECTION 22. SIDEWALKS. No sidewalk parallel to the roadway and generally referred to as "public sidewalks" shall be permitted upon any Lot. It is the intention of this provision to permit only walks constructed on the premises for the exclusive use of the Lot owner.

SECTION 23. FIRE PROTECTION. The owners of any Lot within the Properties upon which a building is to be erected, shall prior to construction, secure and thereafter maintain fire protection from the fire department serving this subdivision.

SECTION 24. PARKING AND STORAGE. No campers, trailers, commercial vehicles, recreational vehicles, boats or snowmobiles shall be parked, kept or stored within a Lot or Dwelling Unit, except within a garage. No vehicle built for, or adapted to, or modified for racing purposes shall be kept or stored on any Lot or Dwelling Unit. No habitual parking of any vehicle on any street within the Properties shall be permitted. No vehicle shall be permitted to remain on any street within or adjacent to the Properties overnight, except in the event of temporary driveway work or maintenance, during which a vehicle may be parked adjacent to the property owner's Lot for a

period not to exceed forty-eight (48) hours.

SECTION 25. SIGNS. No sign, billboard, or advertising device, including those used in the sale of any Lot or Dwelling Unit within the Properties, shall be placed on any Lot or Dwelling Unit prior to approval of same by the Association.

SECTION 26. EASEMENTS. Drainage, sewage and utility easements shall exist upon the Properties as shown upon the applicable plats recorded with the Dubuque County, Iowa recorder.

SECTION 27. FENCING. No fences shall be constructed and/or maintained upon any Lot except as provided in this Section. Fences to enclose swimming pools may be constructed upon prior approval of the Association. Fencing consisting of ornamental shrubbery or plantings may be permitted by the Association provided they are maintained in a neat and orderly appearance.

SECTION 28. SPEED LIMIT. The speed limit on all platted roadways within the Properties shall be 25 miles per hour.

SECTION 29. AGRICULTURAL USE. Declarant shall be allowed to use any platted, but unsold Lots or blocks for agricultural purposes as long as same is done in a husbandry like manner.

SECTION 30. WELL SITE AND CONTAMINATION RESTRICTIONS. The Association shall own or otherwise have legal control of the real estate for a distance of 200 feet around any Well Site. The Association shall also own or otherwise have legal control of the real estate having located on it the following sources of contamination for the restricted distances:

Source of Contamination

Restricted Distance

Sanitary & Storm Sewers & Drains

Prohibited within 25 feet of the well. If between 25 feet and 75 feet, it must be Water Main material. If between 75 feet and 200 feet, it must be Sewer Pipe material.

Sewer Force Mains

Prohibited within 75 feet of the well. If between 75 feet and 200 feet, it must be Water Main material.

The following are prohibited within the indicated restricted distance from the well:

Basements, Pits or Sumps	10 feet
Animal Pasturage	50 feet
Cisterns	50 feet
Land Application of Domestic Sludge	100 feet
Irrigation Using Treated Wastewater	100 feet
Concrete Vaults & Septic Tanks	100 feet
Chemical Application to the Ground	100 feet

Above Ground Chemical & Mineral Storage	100 feet
Animal Enclosures	100 feet
Land Application of Animal Sludge	100 feet
Irrigation Using Treated Animal Wastewater	100 feet
Animal Waste Storage Tanks	100 feet
Earthen Silage Storage Trench or Pit	100 feet
Sanitary or Industrial Discharge to the Ground	200 feet
Mechanical Wastewater Treatment Plants	200 feet
Cesspools & Earth Pit Privies	200 feet
Soil Absorption Fields	200 feet
Domestic Sewage Lagoons	200 feet
On or Underground Chemical & Mineral Storage	200 feet
Animal Waste Solids Stockpiles	200 feet
Animal Waste Storage Basin or Lagoon	200 feet
Cemeteries	200 feet
Private Wells	200 feet
Solid Waste Disposal Sites	200 feet

For purposes of this Section 30, all capitalized terms shall have the same meaning as defined in the Iowa Code or the Iowa Administrative Code.

SECTION 31. EROSION AND SEDIMENT CONTROL AND STORMWATER MANAGEMENT. Each Lot Owner shall comply with the Dubuque County Erosion and Sediment Control and Stormwater Management Ordinance, Chapter 4 in the Dubuque County Stormwater Management Manual (the “Ordinance”). Specifically the BMP shall infiltrate a 1.25 inch rainfall event within 24 hours. Soil Quality Restoration (SQR) is the chosen BMP for all Lots within the Properties. “BMP” means Best Management Practice - Soil Quality Restoration using Compost.

Flow from impervious surfaces to soil quality restoration areas should be maximized. If roof leaders (downspouts) are collected underground, the outlet shall daylight upstream of a soil quality restoration area and not less than 25' of flow path from crossing a property line.

SQR using composted material to amended soils shall conform to the following:

1. Composted material must be derived from well decomposed organic matter produced using an aerobic composting process and having a resulting pH between 6.0 and 8.0.
2. The compost shall have an organic matter content of 35% to 65% (50% target), and a carbon to nitrogen ratio below 25:1
3. The typical method is amendment of existing soils in place as follows:
 - a. Spread topsoil over areas that have been stripped. Scarify or till to 8 inches depth. Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

- b. For turf areas, place and rototill a minimum of 1.7 inches of composted material into 5.5 inches of soil (a total amended depth of about 7 inches, for a settled depth of 6 inches). See Compost Amendment Rate Calculator attached for more information.
 - c. Water or roll to compact soil to 85% of maximum standard proctor density.
 - d. Rake to level, and remove surface woody debris and rocks larger than 1 inches diameter.
4. When mixed with existing native soil, resulting mix of compost and soil shall achieve a calculated organic content of 5% for turf areas or 10% for planting beds.
 5. Prior to the placement of soil amendments, contact the Dubuque County Stormwater Administrator to provide an inspection, to verify that specified erosion control methods have been implemented, the location of stockpiled soil and materials and subgrades are consistent with the Storm Water Management Plan and grading plans. Make corrections and adjustment as directed by the Inspector.
 6. Post-Installation Inspection: Prior to planting, contact the Dubuque County Stormwater Administrator to provide an inspection, if required, to verify that the placement of amendments and soil preparation is consistent with the Stormwater Management Plan, grading plans and SQR specifications. Provide delivery tickets for soil amendments to verify the quantity of material specified on the Soil Management Plan. Make corrections and adjustment as directed by the Inspector.
 7. Final acceptance of SQR will be contingent on the approval of all inspections, and that the soil preparation is consistent with these specifications and with the approved Stormwater Management Plan.

At the time of the recording of this Declaration of Covenants, Conditions, and Restrictions, compost is readily available from Full Circle Organics in Farley, IA and the Dubuque County Stormwater Administrator Eric Schmechel (563) 876-3418.

Attached are typical Lot Grading and Stormwater BMPs for the estimated costs within the Properties.

Each lot owner, prior to receiving a Dubuque County Building permit, shall assume responsibility in writing for the completion of the chosen and approved Iowa Stormwater Runoff Best Management Procedure ("BMP"). The chosen and approved BMP must be completed as provided by the Ordinance and Covenants within ninety (90) days of occupancy of a residence on the lot. If a lot owner commences occupancy of a residence during the months of October - January, the chosen and approved BMP must be completed by the end of the following May.

If the lot owner does not intend to occupy a residence constructed upon the lot, the lot owner shall be responsible for the completion of the chosen and approved BMP before any sale of the lot.

In the event the BMP is not installed by the lot owner as required herein, the lot owner shall remain responsible for all obligations and costs to ensure compliance with the Ordinance and Covenants unless and until the undersigned has the successor lot owner sign an Erosion and Sediment Control and Stormwater Management Disclosure and Assumption Agreement, in which the successor in interest agrees to assume all obligations of the Ordinance and Covenants, said assignment and assumption being subject to the approval of Dubuque County.

In the event a Lot Owner fails to comply with the foregoing and/or the Dubuque County Erosion and Sediment Control and Stormwater Management Ordinance and/or the Dubuque County Erosion and Sediment Control and Stormwater Management Manual, the Association shall have the right, through its agents and contractors, to do so, the cost of which shall be added to and become part of the annual assessment with respect to such Lot. Neither the Developer, the Association, nor any of its agents, employees, or contractors shall be liable for trespass or any damage which may result from such work.

Compost Amendment Rate Calculator

Enter your values in any row (rows 10-23) to calculate the depth in inches of compost ("CR") that needs to be applied and then incorporated into the soil (to depth D) to achieve your target final organic matter (FOM - typically 10% for planting beds or 5% for turf areas).

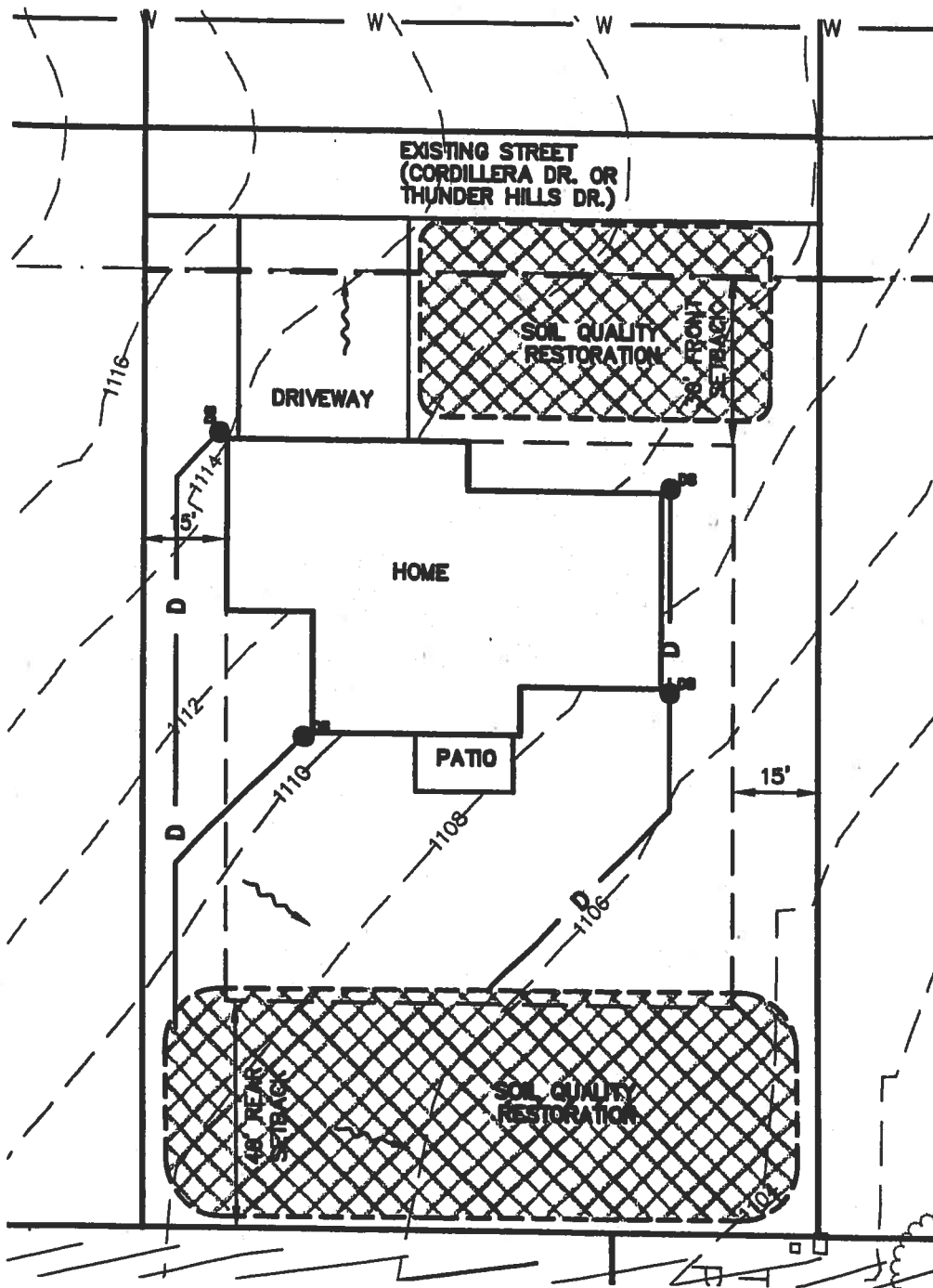
Then, if desired, enter the area to be covered, to calculate the amount of compost needed. Then enter the price per cubic yard to calculate the total cost.

For more information, refer to *Building Soil: Guidelines & Resources for Implementing Soil Quality and Depth BMP T5.13* in *WDOE Stormwater Management Western Washington*, pages 10-12 and 18-19, available online at www.SoilsforSalmon.org or www.BuildingSoil.org.

	SBD	SOM%	FOM%	CBD	COM%	D	CR	Area	Amount	Estimated Price	Estimated Cost
	Soil Bulk Density (lb/cubic yard dry weight)	Initial soil organic matter (%)	Final target soil organic matter (%)	Compost Bulk Density (lb/cubic yard dry weight.)	Compost organic matter (%)	Depth compost is to be incorporated (inches)	Calculated compost application rate (inches)	Area to be covered (square feet)	Calculated amount of compost to cover that area (cubic yards)	Estimated Price of compost (\$ per cubic yard)	Total Estimated cost for that amount of compost
Lot 1	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 2	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 3	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 4	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 5	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 6	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 7	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 8	2300	0	5	660	50	6	1.7	7000	36.2	\$33.00	\$1,194.03
Lot 9	2300	0	5	660	50	6	1.7	7000	36.2	\$33.00	\$1,194.03
Lot 10	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 11	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 12	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 13	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 14	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 15	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 16	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 17	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 18	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 19	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 20	2300	0	5	660	50	6	1.7	6000	31.0	\$33.00	\$1,023.46
Lot 21	2300	0	5	660	50	6	1.7	5000	25.8	\$33.00	\$852.88
Lot 22	2300	0	5	660	50	6	1.7	5000	25.8	\$33.00	\$852.88
Lot 23	2300	0	5	660	50	6	1.7	5000	25.8	\$33.00	\$852.88
Lot 24	2300	0	5	660	50	6	1.7	5000	25.8	\$33.00	\$852.88
Lot 25	2300	0	5	660	50	6	1.7	5000	25.8	\$33.00	\$852.88
Lot 26	2300	0	5	660	50	6	1.7	5000	25.8	\$33.00	\$852.88
Lot 27	2300	0	5	660	50	6	1.7	5000	25.8	\$33.00	\$852.88
Lot 28	2300	0	5	660	50	6	1.7	5000	25.8	\$33.00	\$852.88
Lot 31	2300	0	5	660	50	6	1.7	5000	25.8	\$33.00	\$852.88
Lot 32	2300	0	5	660	50	6	1.7	5000	25.8	\$33.00	\$852.88

TYPE-1 TYPICAL LOT GRADING & STORMWATER BMPS

APPLIES TO:
LOTS 17 - 28
LOTS 31 & 32



NOTES:

SOIL QUALITY RESTORATION

TOTAL REQUIRED: 5,000 SF
FRONT (APPROX.) 1,500 SF
REAR (APPROX.) 3,500 SF

ROOF LEADERS

- FLOW FROM IMPERVIOUS SURFACES TO SOIL QUALITY RESTORATION (SQR) AREAS SHALL BE MAXIMIZED.
- IF ROOF LEADERS ARE COLLECTED UNDERGROUND, THE OUTLET SHALL DAYLIGHT UPSTREAM OF A SQR AREA AND NOT LESS THAN 25' OF FLOW PATH FROM CROSSING A PROPERTY LINE.
- ROOF AREAS SHOULD BE EVENLY DISTRIBUTED TO SQR's.

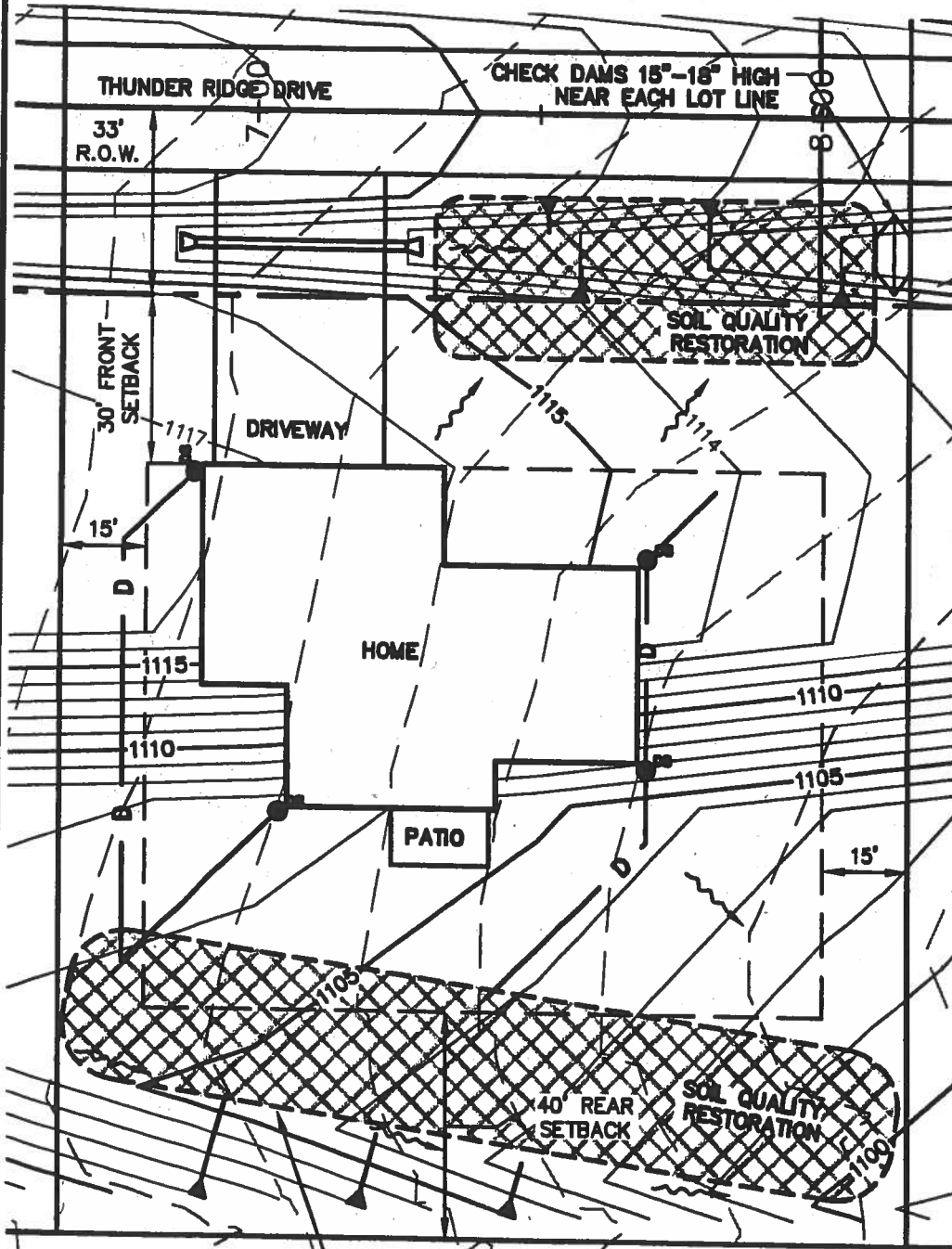
HORIZONTAL SCALE IN FEET



DRAWING MAY HAVE BEEN REDUCED

TYPE-2 TYPICAL LOT GRADING & STORMWATER BMPS

**APPLIES TO:
LOTS 1 - 16**



NOTES:

SOIL QUALITY RESTORATION

LOTS 8 & 9

TOTAL REQUIRED: 7,000 SF

FRONT (APPROX.) 2,500 SF

REAR (APPROX.) 4,500 SF

LOTS 1-7, 10-15

TOTAL REQUIRED: 6,000 SF

FRONT (APPROX.) 2,000 SF

REAR (APPROX.) 4,000 SF

ROOF LEADERS

- FLOW FROM IMPERVIOUS SURFACES TO SOIL QUALITY RESTORATION (SQR) AREAS SHALL BE MAXIMIZED.
- IF ROOF LEADERS ARE COLLECTED UNDERGROUND, THE OUTLET SHALL DAYLIGHT UPSTREAM OF A SQR AREA AND NOT LESS THAN 25' OF FLOW PATH FROM CROSSING A PROPERTY LINE.
- ROOF AREAS SHOULD BE EVENLY DISTRIBUTED TO SQR's.

SWALE CHANNEL MUST REMAIN
CLEAR TO CONVEY FLOW

HORIZONTAL SCALE IN FEET



DRAWING MAY HAVE BEEN REDUCED

IIW, P.C.



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Project Description:

TYPE-2 TYPICAL LOT GRADING & STORMWATER BMPS

THUNDER RIDGE ESTATES, BLOCK 5
DUBUQUE COUNTY, IOWA

P:\V\2014\DRAWING\01\4430 22-03 PP STORMWATER 4/28/2014 10:28:08 AM STEVE HORN

Drawing Issue Information:

Drawing No: TYPE-2

Sheet:

Date: 04-29-2014

Drawn By: SJH

Project No: 14030

IN WITNESS WHEREOF, the above set forth Declaration of Covenants, Conditions and Restrictions correctly set forth the provisions of the Declaration, and said Declaration has been duly adopted as required by law on this 21st day of May, 2014.

ROYAL OAKS DEVELOPMENT CORPORATION

By: *A. J. Spiegel*
A. J. Spiegel, President and Secretary

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 21st day of May, 2014, before me, a Notary Public in and for said State of Iowa, personally appeared A. J. Spiegel, to me personally known who being by me duly sworn did say that he is the President and Secretary, respectively, of ROYAL OAKS DEVELOPMENT CORPORATION, and that said Declaration of Covenants, Conditions and Restrictions was signed on behalf of said corporation by authority of its Board of Directors; and that the said President and Secretary, respectively, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

[Signature]
Notary Public for the State of Iowa

