

Kathy Flynn Thurlow

9199-98

98 JUN 11 PM 4:17

KATHY FLYNN THURLOW
COUNTY RECORDER
DUBUQUE CO., IOWA FEES

\$111.00

Prepared by: A. J. Spiegel, 8650 Enterprise Drive, Peosta, Iowa 52068, Phone 556-0004

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 19 of Block 1, Lots 1 through 46 of Block 2, Lot A, Lot B, Lot C and Lot D 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 or Condominium Dwelling Unit 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:

Lot 46 of Block 2 and 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 (a) the Common Area and (b) Condominium Dwelling Units. "Lot" shall include Single-Family lots and Townhouse lots.

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. "Townhouse 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 townhouse.

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. "Condominium Dwelling Unit" shall mean any Single-Family unit located in a Building which has been committed to a horizontal property regime as set forth in Chapter 499B of the Iowa Code, as amended.

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. "Building" means a number of Condominium Dwelling Units or Townhouses contained in and which are constructed under a continuous roof.

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

SECTION 16. "Multiple Dwelling Units" means Condominium Dwelling Units or Townhouse Units contained in a Building.

SECTION 17. "Townhouse" shall mean any Single-Family unit located in a Building with other Single-Family Dwelling Units which has not been committed to a horizontal property regime as set forth in Chapter 499B of the Iowa Code, as amended, and in which the Single-Family Dwelling Units within such Building are divided by vertical party walls.

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 or Condominium Dwelling Unit, 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 or Condominium Dwelling Unit 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 or Condominium Dwelling Unit.

SECTION 3. WATER AND SEWER SYSTEMS. The Association shall establish, construct, install, and maintain:

- a. A sewage waste treatment facility as approved by the Iowa Department of Natural Resources for the benefit of 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 sanitary sewer lines installed underground; and
- b. 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.

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 or Condominium Dwelling Unit 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 or Condominium Dwelling Unit which is subject to assessment by the Association.

When more than one (1) person holds an interest in any Lot or Condominium Dwelling Unit, all such persons shall be Members. The vote for such Lot or Condominium Dwelling Unit 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 or Condominium Dwelling Unit. 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 or Condominium Dwelling Unit. An eligible voter is one who has paid all of the assessments due the Association. If a Lot or Condominium Dwelling Unit is co-owned, payment of the total assessments due for the Lot or Condominium Dwelling Unit 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 or Condominium Dwelling Unit 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 or Condominium Dwelling Unit 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 or Condominium Dwelling Unit. Provided that no annual or special assessment shall be levied against Declarant for any Lot or Condominium Dwelling Unit owned by it within the Properties, except Lots subject to installment sales contracts, unless and while such Lots or Condominium Dwelling Units 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, and for the improvement, maintenance and repair of Townhouse Lots and Condominium Dwelling Units 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 and each Condominium Dwelling Unit 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. In addition, those annual assessments for the benefit of only Condominium Dwelling Units and Townhouse Lots shall be determined as provided hereinafter in Section 5 of this Article.

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 Condominium Dwelling Unit, 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 or Condominium Dwelling Unit is subject.

b. Townhouse Lots. Exterior maintenance of Townhouse Lots shall be provided as follows:

- (1) Committee. A Committee of three (3) Townhouse Lot Owners shall

be elected by a vote of all Townhouse Lot Owners. Such Committee shall make an annual determination of the amount of an annual assessment to which all Townhouse Lot owners shall be subject. Provided that no annual assessment shall be levied against Declarant for any Townhouse Lot owned by it within the Properties, except Townhouse Lots subject to installment sales contracts, unless and while such Townhouse Lots are occupied property.

- (2) Disbursements. The Committee shall from time to time authorize the expenditure of the funds so assessed for exterior maintenance including, but not limited to the following: painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces and other exterior improvements. Such exterior maintenance shall not include glass surfaces, storm doors, decorative plantings, shrubs or any concrete surfaces such as patios.
- (3) In addition to the annual assessments authorized above, the Committee may levy, in any assessment 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 extraordinary construction, reconstruction, repair or replacement of a capital improvement beneficial to Townhouse Lot Owners, provided that they have the assent of two-thirds (2/3) of the votes of the Townhouse Lot Owners benefited by the improvement and provided further that only those Townhouse Lot Owners benefited shall be levied against. Provided that no special assessment shall be levied against Declarant for any Townhouse Lot owned by it within the Properties, except Townhouse Lots subject to installment sales contracts, unless and while such Townhouse Lots are occupied property.
- (4) Committee Membership. The Members of the Committee shall be elected as follows: all Townhouse Lot owners shall elect one (1) Committee Member for a term of one (1) year and two (2) Committee Members for a term of two (2) years; thereafter, such Owners shall annually elect, for a term of two (2) years, that number of Committee Members required to replace those Committee Members whose terms have expired.

- (5) Removal. Any Committee Member may be removed from the Committee, with or without cause, by a majority vote of the Townhouse Lot Owners. In the event of death, resignation or removal of a Committee Member, his successor shall be selected by the remaining Members of the Committee and shall serve for the unexpired term of his predecessor.
 - (6) Compensation. No Committee Member shall receive compensation for any service he may render to the Committee. However, any Committee Member may be reimbursed for his actual expenses incurred in the performance of his duties.
- c. Condominium Dwelling Units. Exterior and general common element maintenance shall be provided as follows:
- (1) Committee. A Committee of three (3) Condominium Dwelling Unit Owners shall be elected by a vote of all Condominium Dwelling Unit Owners. Such Committee shall make an annual determination of the amount of an annual assessment to which all Condominium Dwelling Unit Owners shall be subject. Provided that no annual assessment shall be levied against Declarant for any Condominium Dwelling Unit owned by it within the Properties, except Condominium Dwelling Units subject to installment sales contracts, unless and while such Condominium Dwelling Units are occupied property.
 - (2) Disbursements. The Committee shall from time to time authorize the expenditure of the funds so assessed for exterior maintenance including, but not limited to, the following: painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces and other exterior improvements. The Committee shall also from time to time authorize the expenditure of the funds so assessed for interior maintenance of general common elements as defined by Chapter 499B of the Iowa Code, as amended.
 - (3) In addition to the annual assessments authorized above, the Committee may levy, in any assessment 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 extraordinary construction, reconstruction, repair or replacement of a capital improvement beneficial to Condominium Dwelling Unit Owners, provided that they have the assent of two-thirds (2/3) of the votes of

the Condominium Dwelling Unit Owners benefitted by the improvement and provided further that only those Condominium Dwelling Unit Owners benefitted shall be levied against. Provided that no special assessment shall be levied against Declarant for any Condominium Dwelling Unit owned by it within the Properties, except Condominium Dwelling Units subject to installment sales contracts, unless and while such Condominium Dwelling Units are occupied property.

- (4) Committee Membership. The Members of the Committee shall be elected as follows: all Condominium Dwelling Unit owners shall elect one (1) Committee Member for a term of one (1) year and two (2) Committee Members for a term of two (2) years; thereafter, such Owners shall annually elect, for a term of two (2) years, that number of Committee Members required to replace those Committee Members whose terms have expired.
- (5) Removal. Any Committee Member may be removed from the Committee, with or without cause, by a majority vote of the Condominium Dwelling Unit Owners. In the event of death, resignation or removal of a Committee Member, his successor shall be selected by the remaining Members of the Committee and shall serve for the unexpired term of his predecessor.
- (6) Compensation. No Committee Member shall receive compensation for any service he may render to the Committee. However, any Committee Member may be reimbursed for his actual expenses incurred in the performance of his duties.

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 Condominium Dwelling Units 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 or Condominium Dwelling Unit. 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 and Condominium Dwelling Units 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 or the appropriate Committee created by Section 5 hereof, shall fix the amount of the annual assessment against each Lot and Condominium Dwelling Unit 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 assessments on a specified Lot or Condominium Dwelling Unit 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 or Condominium Dwelling Unit.

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 or Condominium Dwelling Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Condominium Dwelling Unit 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 or Condominium Dwelling Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V PARTY WALLS

SECTION 1. GENERAL RULES OF LAW TO APPLY. Iowa statutory rules of law regarding party walls, including, but not limited to sharing of repair and maintenance

of same, and liability for property damage due to negligence or willful acts or omissions, shall apply to party walls on the Properties.

SECTION 2. ARBITRATION. In the event as to any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators and shall be binding.

SECTION 3. ENCROACHMENT. Upon any party wall, there may be an encroachment of not more than twelve (12) inches in laying the foundation upon an adjoining Owner's Lot so that the footing on which rests the party wall, may extend not more than twelve (12) inches over the property owned by said Lot Owner. There may further be an encroachment of not more than one (1) foot in any roof overhang so that a roof overhang belonging to one (1) Lot Owner may hang not more than one (1) foot over from the property of an adjoining property owner where there is a difference in the height of the two (2) adjoining Buildings.

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. ASSIGNABILITY 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. Invalidity 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 and Condominium Dwelling Units. 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 or Condominium Dwelling Unit 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. Notwithstanding anything contained herein or in the Articles to the contrary, the property legally described as follows may have built thereon structures or facilities for storage purposes for the benefit of Members:

Lot C 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.

Any structure or facility to be built to be used for storage purposes for the benefit of the Members shall be subject to the provisions of Article VI above.

SECTION 2. SUBDIVISION OF LOTS. 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 than 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 one hundred (1100) square feet of living space on the main floor and no less than one thousand eight hundred (1800) 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 one hundred (1100) 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 three hundred fifty (1350) 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.

- b. A Multiple Dwelling Unit shall have the following square footage requirements:

- (1) Each two-story Condominium Dwelling Unit and Townhouse must have a minimum of one thousand two hundred and fifty (1250) square feet of living space on the main floor and no less than two thousand fifteen (2015) square feet combined living space, exclusive of open porches and/or garages.
- (2) A one and one-half (1-1/2) story Condominium Dwelling Unit and Townhouse must have a minimum of one thousand two hundred fifty (1250) square feet of living space on the main floor and no less than six hundred twenty-five (625) square feet of living space on the second story.
- (3) All other Condominium Dwelling Units and Townhouses shall have a minimum of one thousand two hundred and fifty (1250) square feet of living space above grade.

All Multiple Dwelling Units must include a minimum of a one-car and a maximum of a two-car garage parking per Multiple Dwelling Unit. No garage door shall be more than ten feet (10') 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 twenty-five feet (25') from the front property line of each Lot and thirty feet (30') from the rear and ten feet (10') from each side of each Lot, provided that the side setback does not apply to a boundary between two (2) Townhouses. 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 garbage and refuse shall be kept within a designated area for Multiple Dwelling Units. 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 plantings 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. The front wall structures built upon the lots shall incorporate a brick front. All other exterior walls on all structures built upon the Lots may incorporate any of the following:

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

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 watercraft 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. If in the event of annexation, future construction of sidewalks may be required per the prevailing political jurisdiction, this construction shall be at the Lot owner's expense.

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 husbandrylike 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

IN WITNESS WHEREOF, the above set forth Declaration of Covenants, Conditions and Restrictions correctly set forth the provisions of the Declaration as theretofore, and said Declaration having been duly adopted as required by law on this 3rd day of June, 1998.

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

On this 3rd day of June, 1998, 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.

