

**DECLARATON
AND
RESTRICTIVE COVENANTS
for
Twin Valley Subdivision**

**ARTICLE 1
PURPOSES**

SECTION 1. GENERAL PURPOSES: The Developer is the owner of certain property located in Clayton County, Iowa and desires to create thereon a planned, upscale community development, to maintain value and enjoy the scenic atmosphere of the property.

SECTION 2. DECLARATION: The Developer desires to establish uniform building restrictions and restrictions upon the use and occupancy of this real estate Development, known as Twin Valley Subdivision, to preserve its scenic nature, to minimize air, water, noise, light pollution, to protect all landowners, now and in the future, and enable them to enjoy nature and preserve the value of their homes and properties.

**ARTICLE II
GENERAL RESTRICTIONS**

SECTION 1. On or after the date of this Declaration, title to the real estate included in the Development shall be subject to the following covenants to run with the land which are restrictive covenants and are applicable to all of the lots in Twin Valley Subdivision, Clayton County, Iowa. No building or structure shall be erected, moved upon, altered or permitted to remain on any lot within this Development that does not comply with the following minimum restrictions:

- A. All lots described in the plat of Twin Valley Subdivision shall be known, described and used solely as residential lots for the construction of single family residences.
- B. Only one single family dwelling residence with an attached garage shall be erected on a single lot. All garages shall be, at a minimum, large enough for at least two (2) vehicles, tools, yard and garden equipment, a riding mower and a snow blower. The Driveway shall have a hard surface. A prefabricated, wooden (upscale modular) structure, including a gazebo or child's playhouse may be allowed with the approval of the Developer. No mobile homes, movable sheds, apartment houses will be allowed. Manufactured homes shall be allowed with the approval of the Developer.
- C. Each lot owner shall submit plans and specifications of any structure to be built or erected on such owner's lot to Twin Valley Subdivision, their successors or assigns, for written approval as to the quality of workmanship and materials, harmony of external design, size, and existing structures, and as to the location with respect to topography and finish grade elevation prior to commencement of any construction of such structure.
- D. No building shall be constructed nearer than 35 feet from any front lot line and 20 feet from any side lot line and 35 feet from any rear lot line. No septic field shall be placed

on any lot other than in the location designated in the building plan approved by the Developer. All septic field line shall be at least 10 feet inside the lot lines. The Developer reserves the right to vary setback lines on a lot by lot basis.

- E. Residential lots may not be divided into parcels for the purpose of conveyance to a contiguous property owner. No lots may be used as through streets or roadways.
- F. No dwelling shall be permitted on any lot unless it has a square footage on the ground floor enclosed living area (exclusive of porches, porticoes, entryways or garages) of at least 1600 square feet. The house must be designed with architectural interest. Any addition shall be designed as an integral part of the residence with the same architectural design as the original residence. Each residence shall have a minimum roof pitch of at least 6/12. At least 15 percent of the side of each residence facing the street shall be veneered with brick or stone. Any variance in the 15 percent shall be approved by the Developer. All residences shall have a solid continuous foundations and full basements under the main portion of the house.
- G. Once excavation has commenced on a lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one (1) year of the time of commencement. An extension will be permitted with the approval of the Developer.
- H. No trailer, camper, mobile home, tent, shack or barn shall be allowed on any lot for any purpose and no basement, garage, or outbuilding shall be at any time be used as a residence. Basements may be used only as an extension of the original living space in the single family residence. During the building phase, a temporary residence may be placed on the property, but it shall remain no longer than one (1) year.
- I. No animals of any kind shall be raised, bred, housed, quartered or kept on any lot, except, that dogs, cats and any other ordinary household pets may be kept and housed, provided they are not kept, housed or maintained for any commercial purpose. Such domestic animals kept as pets must be restrained, confined and kept within the boundaries of the owner's property and the pets must be kept quiet and orderly so as to not disturb the peaceful enjoyment of the other owners. Walking pets is allowed but must be leashed and kept off the premises of other lot owners. All pet messes that occur while walking said pet, shall be picked up by said pet owner at the time of walking and disposed of at their own residences garbage. No more than four (4) household pets shall be permitted per household.
- J. Each landowner shall be required to plant at least two (2) trees within one (1) year of taking possession of a lot. Each owner of a lot, vacant or improved, shall plant and maintain grass on the lot. Titleholders of any lot, vacant or improved, shall keep their lots free of weeds and debris, and no materials, junk, rubbish, trash, garbage, junk vehicles or other waste shall be kept or stored on any lot or portion of a lot, except that building material may be temporarily stored for the purpose of immediate construction of a structure to be completed within twelve (12) months. Garbage shall be placed in receptacles and, if outside, they shall be properly screened. Tarpaulins and similar covering material are prohibited.
- K. No Retail sales, service or repair business or trade, nor any industrial, commercial or animal agricultural activity shall be carried on in any dwelling, building or on any lot

within the Development. A professional home office and hobby activity areas within the residence will be permitted as long as they do not disrupt the neighbors. No activity shall be allowed which may become a annoyance or nuisance to the neighborhood. Noise levels which exceed 110 decibels shall be deemed a nuisance. Other prohibited nuisances shall include those covered by Chapter 657, The Code of Iowa.

- L. No vehicles shall be parked on any area of the lot other than on a hard surface driveway. Vehicles shall not be stored or parked outside the garage on a permanent basis (vehicles parked in the driveway must be removed at least once every 20 days and remain off the driveway to the garage for a period of forty-eight (48) hours). Parking on the street is prohibited except a guest may park on the street for up to seven (7) consecutive days.
- M. No storage or recreational vehicles, snowmobiles, trailers, boats or similar items shall be permitted on any lot except within an enclosed garage. RV's and campers may be parked in a driveway for up to ten (10) day in any thirty (30) day period.
- N. Any fences must be erected at least five (5) feet inside the lot lines. No privacy fencing shall be built except around a swimming pool or attached patio and such privacy fencing shall not exceed six (6) feet in height. A child's restraining fence is permitted with the restriction that said fence shall be no more than four (4) feet high and shall be placed at least five (5) feet inside the lot line. Chain link fences shall not be permitted unless they are hidden by a hedge. Any other fences, windbreaks etc. shall be approved by the Developer. No lot owner may plant evergreens etc. in order to establish privacy or windbreak, etc. which would obstruct the view of the valleys without prior approval of the Developer.
- O. All outdoor lighting which remains illuminated from sunset to sunrise shall be fully shielded; that is, constructed in such a manner that all the light emitted by the fixture, either directly from the lamp or a diffusing element, or indirectly by reflection or refraction from any part of the luminaries, is projected below the horizon. The height of any lighting shall not exceed above the roof line.
- P. All structures shall be constructed in accordance with applicable Federal, State and Clayton County, Iowa, building codes and with more restrictive standards that may be required by the Developer.
- Q. Radio or television transmission or receiving towers, antennas, receivers or other reception dishes are permitted within the interior portion of the dwelling or garage. Up to two (2) small exterior satellite dishes are permitted per dwelling, but shall not exceed 24 inches in diameter and shall be fastened to the back or side of the dwelling or garage so as to not be visible from the street side of the house. A single flag pole may be installed which does not exceed the height of the eaves on the residence; however, any lighting of the flag must conform to the restriction for outdoor lighting in this Declaration.
- R. Solar panels, solar shingles, wind generating products, geothermal heating and any other renewable source of energy, are encouraged, will be permitted with the size and placement approved by the Developer

- S. LP and fuel tanks shall be allowed but must be masked by fencing or landscaping. In the alternative LP and fuel tanks may be buried in accordance with Federal, State and Clayton County, Iowa, standards, but not closer than ten (10) feet from the lot lines.
- T. All United States Postal Services mailboxes, media delivery boxes or other such receptacles shall be located in an area designed by the Developer. The intent being to provide a common area for all residents of the Development.
- U. All utility service lines leading from the main line to any private residence, or appurtenant structure, shall be placed underground.
- V. All natural drainage areas shall not be altered in any way that interferes with any lot in the Development.
- W. Each owner is responsible for snow removal from such owner's private driveway. Snow shall not be placed on any neighbor's lot nor onto the street.
- X. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat of the Development. Within these areas no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or public utility is responsible.
- Y. Each residence shall have its own waste disposal system including septic tank system that meets all governing state and Clayton County, Iowa, requirements. Each waste disposal system shall be located, operated and maintained to prevent contamination of adjacent properties and wells, offensive odors and other unsightly or offensive conditions.
- Z. No firearms shall be discharged within the Development. No hunting of any animal shall be permitted within the Development.
- AA. No garbage burn barrels are allowed anywhere within the Development. Outside fire pits are allowed but must be only used with firewood. Firewood shall be stored in a neat and orderly fashion at the rear of the residence. If wood is purchased by the truck load or brought in by the residence, it must be cut and stacked within thirty (30) days.

ARTICLE III ROAD MAINTANANCE AND UPKEEP

SECTION 1. All owners of lots in the Development shall be entitled to the non-exclusive use of the roadways in the Development as platted. All owners of lots in the Development shall be responsible for maintenance and upkeep of said roadways according to the following terms and conditions:

- A. The Developer shall be responsible for constructing roadways in the Development as are shown on the plat. These roadways must be completed by the Developer to provide access from the State Highway to any lots in the Development which are sold. The Developer will provide maintenance of the roadway, including snow removal, until eight (8) lots in the Development are sold. Once eight (8) lots have been sold, the roadways

will be turned over to a Homeowners Association which will proportionate the cost of maintenance and upkeep of the roadways among the lot owners in the Development. The costs of maintenance and upkeep will be shared pro rata among the lot owners in the Development.

- B. Any improvement to the roadways in the Development shall be agreed upon by at least three-fourths of the lot owners in the Development at the time of the improvements. Notice shall be given to each lot owner at least ten (10) days prior to any vote taken by the lot owners on the question of roadway improvements. If approved by three-fourths of the lot owners, the proportionate share of the improvement costs shall be paid by each lot owner and will become a lien if not paid within thirty (30) days after the improvements are completed.
- C. For voting purposes, lot owners, including the Developer shall be entitled to one (1) vote for every lot owned. Husband and wife and others who own lots jointly shall be entitled to one (1) vote per lot.

ARTICLE IV
WELL, WATER STORAGE AND WATER MAIN
CONSTRUCTION AND MAINTENANCE

SECTION 1. Wells shall be drilled on well lots as platted in the Development. No more than six (6) residential dwellings may be served by any one well. Lots to be served by each well lot are as follows and are designated as Well Associations:

WELL ASSOCIATION NO.	WELL LOT NO.	LOTS TO BE SERVED
1	17	12-16
2	18	4-9
3	19	1-3, 10, 11

Each Well Association shall be responsible for maintenance and upkeep of its well, storage facility and distribution system in accordance with applicable State and County regulations and according to the following terms and conditions:

- A. Wells shall be drilled by a state-licensed well drilling company according to the State of Iowa specifications. Wells shall yield a minimum of 25 gallons per minute. Well casing shall be a minimum of 6 inches in diameter. The Developer shall drill all wells in the premises and shall thereafter charge a hookup fee for each new lot sold.
- B. Water storage shall be by captive-air pressure tanks situated in a below ground surface Portland cement concrete vault. Vault size shall be large enough to accommodate the size and number of captive air pressure tanks required to provide sufficient water volume and pressure.
- C. Water distribution system shall consist of 2-inch diameter PVC or ductile iron pipe. Pipe shall be buried a minimum of six (6) feet below finished ground surface. Water service pipe size shall be a minimum of one (1) inch in diameter. All pipe bends, elbows, and tees shall have thrust blocks of sufficient size to prevent pipe and joint displacement.

- D. Each Well Association shall meet as needed to approve maintenance or improvement measures of the well, water storage facilities, and distribution system. Individual service pipe lines shall be the responsibility of the lot being served. Maintenance, replacement, and improvement cost of the well, water storage facilities, and distribution system shall be shared equally among the lots being served by the water system. Any amount that remains unpaid by any lot owner for more than thirty (30) days after completion of improvements shall constitute a lien against the lot owner's property. Notice will be given to said lot owner of the lien against the lot owner. If said lien is not paid in full within the next fifteen (15) days, the Well Association shall have the right to enter that property and shut off the water supply without any legal action taken against the Well Association. The water system shall be turned back on when the lien has been paid in full.
- E. Any improvement to the well, water storage facilities, and distribution system shall be agreed upon by at least three-fourths of the lot owners of the well association at the time of said improvements. If approved by three-fourths of the lot owners, the proportionate share of the improvement cost shall be paid by each lot owner and shall become a lien against those lots as provided in paragraph D above.
- F. For voting purposes, property owners shall be entitled one (1) vote for every lot owned. A husband and wife who own lots together and others who own lots jointly shall be entitled to one (1) vote per lot.

ARTICLE V ARCHITECTURAL REVIEW PROCESS

SECTION 1. BUILDING PERMITS. As a condition precedent to an owner's right to apply to the County for a building permit, the owner shall obtain the written approval of the Developer.

SECTION 2. MATTERS REQUIRING APPROVAL OF DEVELOPER. The following matters require the prior written approval from the Developer pursuant to the procedures set forth in Article V, Section 3.

- (1) All plans and specification for any antennas, leach fields, utility lines, wells, septic systems, buildings, fences, walls, driveways or other structures of any kind which are to be erected, constructed, placed, altered, remodeled or maintained upon the properties.
- (2) All plans and specifications for any major landscaping and any changes to the grade or slope of the ground, which is to be constructed, placed or maintained upon the properties.
- (3) All plans and specifications for any exterior addition, change or alteration in any dwelling, dwelling accessory building, any other buildings, fences, walls, driveways and any other structures or any additions to, or changes, or alterations in, any landscaping.
- (4) All site plans which show the proposed location of any of the matters set forth above. The erection, construction, placement or maintenance of any matter that requires prior written approval of the Developer as set out elsewhere in this Declaration. The erection and construction of a dwelling shall not be commenced until the prior written approval

of the Developer has first been obtained for the matters set forth in Section 2 and Section 3.

SECTION 3. PROCEDURE FOR APPROVAL OF PLANS AND SPECIFICATIONS

- A. Except as otherwise provided herein, wherever approval is required of the Developer, one (1) set of plans and specifications shall be submitted to the Developer. Upon receipt of such plans and specifications, the Developer shall either approve or disapprove said plans and specifications within thirty (30) days after being submitted to the Developer. The Developer shall not be responsible for any structural defects in such plans and specifications, or in any building or structure erected according to such plans and specifications.
- B. If plans and specifications are disapproved by the Developer in any respect, then the Developer shall notify the owner who submitted the plans and specifications of the reasons for such disapproval, including the particular items on such plans and specifications which are deficient. The Developer may withhold approval for any reason deemed to be appropriate, including aesthetic reasons, except that approval will not be withheld unreasonably. The owner shall then be entitled to re-submit the plans and specifications as revised to correct the deficiencies. Upon re-submittal, the Developer shall then have an additional twenty (20) days to either approve or disapprove the revised plans and specifications. The owner shall be entitled to resubmit revised plans and specifications pursuant to the above procedure as often as necessary until the revised plans and specifications are either approved by the Developer or are permanently withdrawn by the owner. No owner shall commence the erection, construction, placement or maintenance of any items contained on the original or revised plans and specifications, regardless of whether that item was deemed by the Developer to be deficient, until such time as the plans and specifications have been approved in all aspects by the Developer.
- C. Written acknowledgment of a receipt of the submission of plans and specifications by the Developer or the Developer's designated agent, followed by no action of either approval or disapproval by the Developer within 30 days shall allow the owner to submit the plans to the other lot owners and, upon receipt of signed, written approval of a majority of the owners to proceed with an application to the County for a building permit.
- D. The landscape plans for the front elevation shall be submitted for approval within six (6) months after a building permit is issued, unless such time is extended by the Developer. Landscaping for the front shall be completed within one year after excavation has commenced and the remaining landscaping shall be completed within one year after the owner takes possession.
- E. Failure to obtain approval in writing shall render a building permit null and void and, as a material breach of these contractual covenants, shall be grounds for injunctive relief against the lot owner who begins building without the approval required in this Article V.

SECTION 4. ASSIGNABILITY. The functions of the Developer under this article shall be assignable at the sole discretion of the Developer.

SECTION 5. In reviewing the plans pursuant to this Article V, the Developer shall pay particular attention to the following matters:

- A. The silhouette and outside elevation of home to be constructed.
- B. The type of material and color of the exterior of the home.
- C. The type of material and color of any masonry and chimneys.
- D. The design and material used in any porches, garages, patios and retaining walls.
- E. The location of the home on the lot and the landscaping of same.

ARTICLE VI GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. Anyone who owns a lot in this Development may prosecute or enjoin any person who violates or attempts to violate any covenant or restriction. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violation, or to recover damages, or against the land to enforce any lien created by these covenants. Should the Developer or another owner employ legal counsel to enforce any covenant or restriction, then all costs incurred by the Developer or other owner by reason of such enforcement of prosecution, including reasonable attorneys fees and expenses, shall be recoverable against the person or entity against whom such enforcement or prosecution is brought. The Developer shall have a lien upon any lot owned by any person or entity against which enforcement or prosecution is brought in, order to secure payment of all such costs, fees and expenses. No delay or failure on the part of the Developer or the owners of any land subject to this Declaration, including the right to enforce any covenant or restriction, shall be construed or deemed to be a waiver of the right or to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Developer for or on account of the Developer's delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any covenant or restriction, or imposing any covenant or restriction which may be unenforceable by the Developer.

SECTION 2. DURATION. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of 20 years from the date of this instrument after which said covenants shall be automatically extended for successive ten (10) years unless owners of the majority of the then lot owners, one (1) vote per lot, agree to amend or repeal said covenants and restrictions by following the procedures provided in Chapter 614, The Code of Iowa, and indexing in the claimant's book in the office of the Clayton County Recorder.

SECTION 3. OCCUPANTS. All of the obligations, liabilities and covenants imposed upon owners hereunder shall also be applicable to and imposed upon all persons, other than the Developer, who occupy any lot but who are not owners.

SECTION 4. SEVERABILITY. Invalidation of anyone of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

SECTION 5. MODIFICATION. The covenants may be amended only by a majority vote of the owners of property in the Development. Each lot shall be entitled to one (1) vote as set out above.

SECTION 6. DEEDS. Each owner and purchaser under an installment sale contract accepts such conveyance subject to restrictions, covenants, obligations and liabilities hereby created, reserved or declared, all as though the same were recited at length in such deed or installment sale contract.

Dated this ____ day of _____, 2006

BUR-TON ENTERPRISES, LLC

Monty L. Burns

Brett A Eaton

Lori A. Burns

Suann R. Eaton

STATE OF IOWA, CLAYTON COUNTY ss:

On this ____ day of _____, 2006, before me a Notary Public in and for the State of Iowa, personally appeared Monty L. Burns, Lori A. Burns, Brett A. Eaton and Suann R. Eaton, to me personally known, who by me sworn did say that they are the managing members of said Limited Liability Company, and that said instrument was signed and sealed on behalf of the said BUR-TON ENTERPRISES, LLC by authority of its manager and members and the said Limited Liability Company acknowledged the execution of said instrument to be the voluntary act and deed of said Limited Liability Company by it voluntary executed.