

## RESTRICTIVE COVENANTS

WHEREAS, the undersigned are the owners of real estate contained in the plat of **Sunset Creek Estates Second Addition**, which property is legally described as follows:

See attached Exhibit "A"

WHEREAS, said owners, for their own protection and for the protection and benefit of subsequent owners of lots in said Sunset Creek Estates Second Addition, desire to maintain the natural pristine nature of Sunset Creek Estates Second Addition property and to restrict the use thereof in certain particulars;

NOW, THEREFORE, the parties hereto hereby covenant, bargain and agree for themselves, their successors and assigns, and in consideration of the covenants and agreements of each other do hereby covenant and agree as follows:

1. Definitions. The words and phrases hereinafter enumerated in this paragraph, wherever used in this instrument, shall have the following meaning:
  - A. LOC: Lot Owners Corporation
  - B. ACC: Architectural Control Committee
  - C. Lots: Any one (1) of the several tracts of land situated within Lots 15 through 28, inclusive, and Lots A1 through A7, inclusive, in the official plat of Sunset Creek Estates Second Addition, a copy of said plat is attached hereto and made a part hereof.
  - D. Lot Owner: The record owner or owners of any one lot at any given time. If such person or persons own more than one lot, such person or persons shall be considered a property owner.
  - E. Quorum: More than 50% of all lot owners, each lot owner being afforded one vote per lot owned.
  - F. Simple Majority: More than 50% of the lot owners constituting a quorum at any given time.
  - G. Absolute majority: More than 50% of all lot owners.
  - H. Restrictive Covenants: This instrument and all of the terms, conditions, and restrictions contained therein.
2. Residential Use. Lots shall be used for single-family residential purposes. No more than one single-family residence shall be constructed on any one lot. No other

buildings shall be constructed or located on any one lot except for a residence with attached garage and other such out buildings as are incidental to the residential use of the lot.

3. **Out Buildings.** One building of sheet metal and/or wood construction not to exceed two thousand four hundred (2,400) square feet in size, provided said building is in compliance with local governmental rules and regulations concerning building size, may be built upon a lot. The ACC shall have the right to review and grant variances to these sizes and construction covenants. All variance requests must be in writing and presented to the ACC thirty (30) days prior to start of desired construction. All such permitted buildings shall be constructed according to local governmental rules and codes or under universal building codes, whichever is applicable.
4. **Lot Owners Corporation (LOC).** The lot owners shall establish a corporation, profit or non-profit, to assume the duties of the ownership, operation, maintenance, repair and upkeep of the road or roads and community areas within the subdivision, including the First Addition and future additions to Sunset Creek Estates. The owners of lots within the subdivision shall be shareholders wherein lot owner shareholders shall be entitled to one (1) share for each lot owned and to one (1) vote for each lot owned. LOC shall be governed by such Articles of Incorporation and By-laws as may be adopted by its lot owner shareholders. This LOC shall also assume the ownership and responsibility for trail maintenance and repair of Outlot B as designated in the Official Plat of Sunset Creek Estates Second Addition.
5. **Temporary Structures.** No trailer, tent, shack, garage, barn, or other outbuilding or structure of any temporary character, shall be used on any lot at any time as a residence, either temporarily or permanently, except that a basement may be used as a temporary residence for a period not to exceed twelve (12) months during the construction of a permanent residence. A camper may be used as a temporary residence by the lot owner only for a period not to exceed twelve (12) months during the lot owner's construction of a permanent residence.
6. **Time of Construction.** That any residence constructed upon a lot shall be fully finished and completed within eighteen (18) months after the commencement of construction of the residence, and in addition fifty percent (50%) of the landscaping of said lot shall be finished and completed within one year after commencement of construction of the residence. Commencement of residence construction must initiate within four (4) years of purchase from original developers.
7. **Permitted Structures.** All residences constructed upon the lot or lots shall be of new construction only. The construction of any modular, manufactured or other similarly constructed home shall not be allowed.
8. **Minimum Residence Sizes.**

	<b>Minimum Main Floor Size</b>
One-story	1,400 square feet

Split-entry	1,250 square feet
Multi-level	1,250 square feet on main level with a minimum of 1,800 square feet on both levels
Two-story style	Minimum of 1,800 square feet on two levels
One & one-half story	Minimum of 1,800 square feet on two levels

All dimensions are quoted as above-grade sizing.

All dimensions exclusive of attached porches, breezeways, patios, courts, and garages; provided, however, that the Architectural Control Committee may allow a variance from such requirements not to exceed two hundred fifty (250) square feet of total living area.

9. Architectural Control Committee (ACC). The ACC shall be composed of three (3) members until January 1, 2007, at which time from three (3) to five (5) members of the Board of Directors of the Lot Owner's Corporation (LOC) shall constitute the ACC. The three (3) members to serve on the ACC until January 1, 2007 are Eric R. Ziel, Carol A. Ziel and an individual lot owner of Sunset Creek Estates Second Addition, as nominated by Eric R. Ziel and Carol A. Ziel. In the event of the resignation of a member or other vacancy on said committee, the remaining members of said committee shall then appoint a lot owner to serve as a member of said ACC until January 1, 2007. The signature of two (2) members of said committee giving written approval of the plans, specifications, and grade elevations shall bind the committee and shall be conclusively presumed to represent the approval of the total committee.
  
10. Approval of Structures. No building shall be constructed upon a lot until plans, specifications, and grade elevations therefor have been submitted to and approved in writing by the ACC. If said Committee determines that the plans, specifications, and grade elevation submitted comply with these Restrictive Covenants, a building permit shall be issued by the ACC. A building permit so issued shall expire if the construction authorized thereby is not commenced within six (6) months after the date of the issuance of the building permit.
  
11. Livestock and Poultry Prohibited. Except for the keeping of horses, no livestock, poultry, insects, or exotic pets shall be raised, bred or kept on any lot. Dogs, cats and other common household pets may be kept on any lot so long as they are not kept, bred, or maintained for commercial purposes. No domestic pet shall be allowed to run at large, but shall be confined to the premises of the owner unless attached to a leash or under voice control. No more than two (2) dogs and/ or three (3) cats will be allowed per household. Noisy animals, which cause a serious annoyance or disturbance to any property owner in the subdivision(s) by frequent and habitual howling, yelping, barking, or otherwise, shall not be permitted.
  
12. Special Horse Lot Provisions. To qualify as a horse lot in Sunset Creek Estates Second Addition, the total acreage in area must exceed two (2) acres. This

designation will qualify lots that are platted in excess of the acreage designation or by combination of two adjoining platted lots by the same owner with only one (1) residence on this combination of lots. The number of horses kept per lot(s) shall be determined by the size of the lot as follows:

- 2.00 acres to 2.35 acres shall be allowed up to two (2) horses
- 2.36 acres to 3.40 acres shall be allowed up to three (3) horses
- 3.41 acres to 4.40 acres shall be allowed up to four (4) horses
- 4.41 acres and above shall be allowed up to five (5) horses

Horses shall be kept only in a pasture area behind or beside any dwelling constructed on a horse lot. Horse fencing shall not extend into the residential section of the said lot. Horse pasture fencing shall be maintained in good repair by the owners of horse lots. Recommended horse fencing shall be a minimum of four (4) feet and constructed of wood, composite plastic fencing or similar type fencing and white in color. A fencing design indicating materials to be used, and a pasture layout plan shall be submitted to and approved in writing by the ACC prior to horse lot construction. Each horse lot owner shall be responsible for controlling weeds in the pasture area and manure shall not be allowed to accumulate in more than natural amounts any place on a lot.

12A. Outlot B are areas that are designated for use by owners of Sunset Creek Estates First and Second Additions and future additions to the Sunset Creek Estates subdivision development, along with their guests, primarily for horseback riding, nature observance, walking, and hiking. ABSOLUTELY NO motorized vehicles shall be allowed, including but not limited to motorcycles, four-wheelers, and snowmobiles. Only maintenance equipment and necessary construction equipment shall be allowed. This shall include mowers and necessary transportation vehicles for maintenance purposes. Eric R. Ziel and Carol A. Ziel, and their invited guests, shall also be allowed to use this Outlet B area for their personal use and enjoyment.

12B. Provision for One (1) Agricultural-use Horse Stable. There shall be allowed only one (1) agricultural-use horse stable in Sunset Creek Estates Second Addition, which shall be utilized exclusively for the boarding and/or training of horses. Only Lots A1, A2, A3, and A4, or any combination of these lots, shall be designated for an agricultural-use horse stable. No other structures shall be built on these lots. The owner of any such stable must be a resident and homeowner in Sunset Creek Estates, any addition. This stable owner should strive to board and/or train horses owned by Lot owners and the boarding/training of horses owned by non-lot owners must be allowed by the LOC in its reasonable discretion. Prior to any construction, a complete proposal containing, but not limited to: the number of horses housed, type, size, and location of building; any fencing to be constructed; any other construction and design needs; waste management and handling; and any other proposals, MUST be presented to the ACC in writing for approval sixty (60) days prior to desired construction. The ACC has absolute control of initial and final approval of this project based on the proposal. Once the proposal receives initial approval, the stable

owner shall be required to provide a certified letter of credit to guarantee that adequate funding is available to complete the proposal. With a complete plan in place and proof of funding, the ACC will then vote on final approval. With written approval, the ACC can grant, at its sole discretion, variances to covenants in Sunset Creek, which may otherwise prevent this use.

13. Fencing Requirements. No fence shall be permitted within twenty-five (25) feet of the frontline of any dwelling. No chain link fence shall extend towards the front of any lot beyond the front edge of the dwelling. All swimming pools shall be completely surrounded by a locked, non-climbable fence not less than six (6) feet high. Fences surrounding areas in which horses are kept shall comply with the provisions outlined in number 12.
14. Signs. No signs of any kind or description shall be placed, exposed to view or permitted to remain on any lot or community areas, including roadways except: street marker or traffic signs, sign not to exceed six (6) square feet in area exhibiting lot owners name and address if desired, signs advertising lots or dwellings for sale, temporary signs for garage sales and similar events which are to be removed within twenty-four (24) hours of event completion.
15. Excavation/fill. No sod, soil, sand or gravel shall be sold or removed from a lot except for the purpose of excavating for the construction or alteration of a structure on said lot or an appurtenance thereto or for the proper grading thereof. In the event that there is any excess dirt inside lot, the excess dirt at the option of the subdivision corporation shall be hauled and dumped within Sunset Creek Estates Second Addition at the direction of the owner-developer at the expense of the lot owner or building contractor of said lot.
16. Existing Tile Lines or Other Drainage. Natural drainage must be maintained. If an existing tile line is damaged or destroyed during construction or any other time, the lot owner is responsible to reconnect tile or line, routing around structures if necessary, to maintain natural flow of such tile.
17. Seasonal Vehicles. All campers, snowmobiles, boats, mowers, recreational equipment, and all self-propelled vehicles, other than operable automobiles and motorcycles, shall be kept out of view from adjoining residences and roadways. All recreational vehicles and equipment shall be parked in a private building or otherwise not visible from street view if parked or stored more than seven (7) days.
18. Driveways. Each lot owner at their expense shall construct one driveway from public or community road to the building lot as needed, this drive construction shall include a culvert with a minimum diameter of twelve (12) inches to permit unobstructed and natural drainage of storm water on the public road. Only one (1) drive per lot, not to exceed thirty-five (35) feet in width, will be permitted.

19. **Parking.** There shall be constructed in conjunction with each residence sufficient parking space on the lot for four (4) automobiles. Automobiles, trucks, equipment, or any other personal property of any type shall not be parked upon the roads within the subdivision(s) at any time.
20. **Roadways and Community Areas Owned by the LOC.** All roads and community areas which are designated as Outlot "A" on the official plat of Sunset Creek Estates Second Addition shall be constructed, repaired, and maintained, including the removal of snow, by owners-developers, Eric R. Ziel and Carol A. Ziel, until such time as 40% of the lots within the subdivision(s) are sold by said owners-developers or for a period of two (2) years after the filing of the official plat of this subdivision, which ever occurs first. Thereafter, the road or roads and community areas shall be repaired and maintained, including the removal of snow by the owners of lots within the subdivision(s) through the LOC, and the cost of repair and maintenance of such road, roads, or community areas, including the removal of snow, shall be equally divided among the lots of the subdivision(s).
21. **Road Use Easement.** The owners-developers, Eric R. Ziel, and Carol A. Ziel, retain for themselves, their heirs, assigns and successors in interest, the right to use the roads within the subdivision for ingress and egress purposes. This use shall include but not be limited to the right to transport farm equipment, grain and hay hauling equipment or vehicles regardless of size, earthmoving equipment, other construction equipment, and motorized vehicles for personal use. The right retained shall amount to an easement for road purposes granted to and retained by Eric R. and Carol A. Ziel, their heirs, assigns and successors in interest, over and across the roads and community areas within the subdivision.
22. **Refuse Disposal.** Trash, garbage, and other waste shall be collected, preserved, and disposed of in a clean, orderly, sanitary, and prompt manner and shall not be permitted to become a nuisance.
23. **Sewage Disposal.** That all plumbing and septic tanks and sewage disposal fields installed on or for any lot in said subdivision shall comply with the standards of requirements of the Iowa Board of Health and the local Board of Health having jurisdiction over the premises, and every dwelling shall have direct, adequate connections with an adequate septic system.
24. **Exterior Lighting.** All exterior lighting fixtures, including yard lights, shall be subject to the approval of the ACC. All use of yard lights must not interfere with the adjoining lot owners' privacy, use and enjoyment. Any photo-sensitive lighting must include a manual shut off switch.
25. **Utility Services.** All electrical, telephone, satellite and cable television, or other type service lines in the subdivision(s) shall be underground.

26. Storage Tanks. Any tank for use in connection with any residence constructed upon a lot, including tanks for the storage of any fuels, including but not limited to liquid propane gas, must be set back from the front of any residential structure, must be level and well painted, and may not be located directly in front of any residential structure. Any tank shall be fenced or screened to conceal the tank from view of adjoining residence and the roadway. Burying tanks is an option but not required.
27. Nuisances. No noxious or offensive activity or odors shall be permitted on or to escape from any building plot, nor shall anything be done thereon which is, or may become an annoyance or a nuisance, either temporarily or permanently. This restriction shall not prohibit the keeping of horses.
28. Weed Control. The owner of each lot, whether vacant or improved, shall keep ground cover on the lot mowed to a reasonable height and shall keep such lot free of weeds and debris.
29. Auxiliary Structures. Any dog run, swimming pool, tennis court, trash receptacle, or other auxiliary structure, shall be properly screened by reasonable shrubbery or decorative fence or both. No auxiliary structure shall be built without prior approval of the ACC.
30. Burning. Only yard waste may be burned. No burning of other refuse or garbage is allowed.
31. All lots owners realize that Sunset Creek Estates Second Addition has farming-type activities in the area and on a seasonal basis, typical farming activities may occur at non-traditional times of the day. Consequently, adjoining farmers will not be held responsible for disturbances or damages caused by normal farming activities.
32. Easement for Utility Services. The right to construct, reconstruct, replace, remove, maintain and use underground water, telephone, natural gas, L.P. gas, and electric lines between the lots shown on the preliminary plat is hereby granted to the owners for their benefit and for the benefit of subsequent owners of parcels of real estate adjacent to and contiguous with this subdivision. The right to construct, reconstruct, replace, remove, and maintain and use underground water, telephone, natural gas, L.P. gas and electric lines within the road right of way shown as Outlot "A" on the preliminary plat is hereby granted to the owners for their benefit and for the benefit of owners of lots within the subdivision(s) and for subsequent owners of parcels of real estate adjacent to and contiguous with this subdivision(s).
33. Enforcement. If any person shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, any person then owning any lot shall be entitled to prosecute proceedings in law or in equity against the person or persons violating or attempting to violate such covenants, conditions or restrictions to either prevent him or them from so doing or to recover damages for such violations.

34. Severability. Invalidation of any one of these covenants or restrictions by judgment of court order in no way affect any other provision which shall remain in full force effect.

35. Duration and Renewal of Covenants. The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effective until July 1, 2021, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of ten (10) years each unless such covenants, restrictions and provisions are amended, modified, changed, or canceled, in whole or in part, by written agreement signed by the owners of more than fifty (50) percent of the Lots hereby restricted. Such agreement shall be recorded in the Recorder's office of Boone County, Iowa, at least one (1) year prior to a subsequent expiration date hereof, whichever is applicable.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Eric R. Ziel

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Carol A. Ziel

STATE OF IOWA; BOONE COUNTY; ss:

On this \_\_\_\_ day of January, 2003, before me the undersigned, a Notary Public in and for said County and State, personally appeared Eric R. Ziel and Carol A. Ziel, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledge that they executed the same as their voluntary act and deed.

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Notary Public