

**DECLARATION OF RESIDENTIAL RESTRICTIONS, PROTECTIVE COVENANTS AND
CONDITIONS FOR The Community at Arbor Lake.
Pleasant Hill, Iowa**

THIS DECLARATION MADE THIS _____ DAY OF _____, 2007

WHEREAS, DECLARANT is the owner of real property known as The Community at Arbor Lake located in the city limits of Pleasant Hill, Polk County, Iowa, which is described as:

(See legal description attached hereto as Exhibit A")

WHEREAS, Declarant is desirous of developing the Property as single family Residences (as that term is defined herein); and

WHEREAS, Declarant desires to establish covenants restricting the use and alteration of the Property and any Additional Property added thereto; and

NOW, THEREFORE, Declarant hereby publishes and declares that all of the property shall be held, sold and conveyed subject to the following easements and restrictions, covenants, conditions, uses, limitations and obligations, all of which are for the purpose of protecting the value and desirability of the property and all of which shall run with the land and shall be a burden and a benefit to any and all parties acquiring or owning any right, title or interest in any part of the Property and their heirs, successors, assigns, grantees, executors, administrators and devisees and are imposed for the following purposes:

- (a) The compliance with all zoning and similar governmental regulations.
- (b) The promotion of health, safety and welfare of all present and future owners, and residents of the Property.
- (c) The preservation, beautification and maintenance of the Property and all structures thereon.
- (d) The preservation and promotion of environmental qualities.
- (e) The establishment, for development of the Property, of requirements relating to land use, architectural features and site planning.

I. DEFINITIONS

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- A. The Community at Arbor Lake (hereinafter referred to as "Arbor Lake") shall refer to the real property located in the Residential subdivision described above.
- B.. DECLARANT shall mean The Community at Arbor Lake, LLC, a Minnesota Limited Liability Company, owned by Gary T. Mulcahy, a Minnesota resident and Friedrich W. E. Trost, an Iowa resident and their successors and assigns. May also be referred to DEVELOPER.
- C. LOT shall mean and refer to any individual parcel of land which is described above as shown upon the recorded plat of Arbor Lake.
- D. BUILDING PLOT shall mean and refer to one or more platted lots, or one planed lot and portion or portions of adjacent platted lots in Arbor Lake.
- E. OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or building plot which is a part of Arbor Lake.
- F. OUTBUILDING shall mean an enclosed covered structure separate from, but directly associated with the main building (see XVII).
- G. THE PROPERTY shall include all lots included within the legal description attached as Exhibit A to this document.
- H. ARCHITECTURAL REVIEW COMMITTEE or A.R.C. – Permanent committee created for the purpose of establishing and architectural standards for the construction and modification of improvements

DESIGNATION OF USE

All lots in Community At Arbor Lake Plat 1 shall be known and described as residential lots and shall not be developed with more than one single family dwelling each, which may include servant's quarters, and shall not be improved, used or occupied for other than private residential purposes. Home based businesses need to comply with local ordinances of Pleasant Hill, IA.

Declarant intends to construct model homes and sales offices which shall be operated by Declarant or its designees and this shall be a permitted use during the construction and sales period of Arbor Lakes.

BUILDING TYPES

- A. No building or structure shall be constructed, altered or maintained on any building plot other than a detached single family dwelling with a 'no less than' two-car attached garage. Accessory structures need to conform to the approvals of the A.R.C.
- B. In general, factory built homes are not aesthetically pleasing. It is likely that no factory-built structure shall be hereafter built on any lot. The A.R.C. will review plans if and as presented for all types of home construction.
- C. The total area of the front elevation of any residence and garage located on any lot shall be finished with a minimum of 25 percent brick, stone or stucco finish and at a minimum finished with horizontal lapping siding with a maximum width of six inches (6").

- D. No exposed tile foundations shall be permitted and all exposed exterior concrete or concrete block wall material shall be painted, dyed or veneered.
- E. All homes must have a minimum of an 8-12 pitch roof system unless the style or function demands it and shall be covered with a minimum of a 25-year warranty, heavy weight shingle (Timberline or equal or better). Wood, wood shingles and tile roofing are acceptable.

BUILDING AREA

No dwelling shall be constructed or permitted to remain upon any building plot in this subdivision unless it meets the following ground floor area requirements.

- A. One-story dwellings must have a ground floor finished area of:
 - Lots 15-29 not less than 1,700 square feet.
 - Lots 1-14;30-37 not less than 1,400 square feet.
- B. One and one-half story dwelling must have :
 - Lots 15-29 not less than 1,500 square feet of finished area on the first floor or at least 2200 square feet when adding the total finish for 1st and 2nd floor.
 - Lots 1-14;30-37 not less that 1,100 square feet of finished area on the first floor or at least 1800 square feet when adding the total finish for the 1st and 2nd floor.

Clarification: To qualify for a one and one-half story dwelling, the 2nd story total square footage must be at least ten percent larger or smaller than the 1st story total square footage.

- C. Two-story dwellings must have a total square footage:
 - Lots 15-29 not less than 2300 square feet of finished area on the main and second floor
 - Lots 1-14,30-37 not less than 1900 square feet of fin. area on the main and second floor
- D. No building shall be erected on any lot unless the design and location is in harmony with existing structures in the tract. The building must not conflict with other buildings in the tract. The building must not conflict with other buildings in the tract through improper orientation, setbacks, landscaping and screening, grading, traffic circulation or architectural incompatibility. Exterior colors will be harmonious to the natural setting at Arbor Lake. In the computation of minimum square footages, the same shall not include any porches, breezeways or attached or built-in garage or basement areas.

ACCESSORY STRUCTURES

Any dog run, trash receptacle, tool shed or other out structure of like nature shall be properly screened by shrubbery which must be approved by Declarant or its authorized agent. Swimming pools, tennis courts, tool sheds and other accessory structure or improvements shall not extend farther than the front line of the residence to the side lot lines and shall not be located within 20 feet of any side or rear lot line and must be approved and review by the A.R.C. No Structures may be built that encroach on the conservation area.

Relative to auxiliary structures, including garages, the same shall match, from an architectural, color and building material perspective, the main or dominant structure located upon the property or to be located upon the property. Any such auxiliary structure shall require the written consent of the A.R.C. Some lots may handle accessory structures better than others but the same shall be limited to local ordinances and the review of the A.R.C.

APPROVAL OF PLANS

In order to preserve the general design for the development of the whole of Arbor

Lake as a traditional residential section of Pleasant Hill, Iowa, no building of any kind nor any addition thereto shall be erected in Arbor Lake unless the plan, design, building materials, exterior colors and location thereof shall have been first approved, in the sole discretion of the A.R.C. or of such person or persons or corporate entity designated by it for this purpose. As a part of the permit approval process, each lot, at the time of permit application, shall submit a site plan that shows all easements, setback lines, accessory buildings (if allowed), and define the area if the site to be disturbed, including the trees to be removed on each lot. Site plan shall be from an engineering firm and include the full grade design for the location.

APPROVAL OF DESIGNATED CONTRACTOR

It is generally understood and accepted as fact that professional quality is better for long term value within neighborhoods. Persons acting as Contractors need to be registered with the State of Iowa to comply with state law. No homes shall be built by an inexperienced person acting as a general contractor. All general contractors must be approved in writing by the Declarant. Generally, novice contractors produce novice results and contractors need to have aptitude and experience to be accepted as a contractor to build in the community at Arbor Lake.

PROXIMITY AND ACCESS TO STREET

No dwelling or other structure shall be located closer to the street than the designated setback as approved by the city of Pleasant Hill.

TEMPORARY STRUCTURES OR EQUIPMENT

No building or other structure of a temporary character and no outhouse, trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any building plot either temporarily or permanently. No ice houses permitted on the lake. Temporary toilets permitted only during construction of the principal residence.

BOAT, TRAILER AND VEHICLE PARKING AND STORAGE

No trailer, boat, camper, recreational vehicle, commercial vehicle, unlicensed or inoperable vehicle or any other motorized vehicle or equipment shall be parked or stored on any lot or in driveway unless it is on a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed 4 days (96 hours) in any thirty (30) day period.

SIGNS

We intend to create a neighborhood that is beautiful and free of clutter. However, we do want to encourage what is generally accepted and allowed in the U.S.A.. Flags are permitted as long as guidelines of patriotic respect are followed and light pollution is not created. No signs of any kind or description shall be placed, exposed to view or permitted to remain on any lot or any street adjacent thereto, except what is allowed by the city of Pleasant Hill. Signs which have been approved by A.R.C. or its authorized agent are not to exceed 144 square inches in area upon which there shall only be exhibited the street number or name, or both, of the resident. Real estate signs approved by the A.R.C. will be permitted for property sale as well as entrance signs that will exist until the property is sold out.

UTILITIES

All utility connection facilities and services are underground at the C.A.A.L.. Water shall be supplied by Des Moines Water Works. Gas & Electric shall be supplied by Mid American Energy. No individual water supply system or individual sewage disposal system shall be permitted on any building plot.

TOWERS

No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any building plot, with the exception of one (1) satellite dish per lot or residence, which satellite

dish can be no more than eighteen inches (18") in diameter and shall not be visible from any street, provided they do not exceed the height or orientation which is necessary to obtain reasonably good reception from radio and TV towers located within a 35 mile radius, and are properly screened as much as possible.

NUISANCES

No noxious or offensive activity or odors shall be permitted on or to escape from any building or plot nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently. There shall be no mercury vapor lights and no other outdoor lighting higher than twelve (12) feet. Excessive outdoor lighting that might infringe on the privacy or enjoyment of other lot owners is also prohibited. No bright backyard spotlights shall be permitted to illuminate the shoreline.

The operation of snowmobiles, motorized trail bikes and dirt bikes, all-terrain vehicles and any other off-road vehicles within THE PROPERTY is prohibited.

LIVESTOCK AND POULTRY PROHIBITED

No livestock (including pigs, cattle, sheep, goats), horses, or other large domesticated animals shall be kept or maintained as required by City Ordinance. Animals permitted shall be dogs, cats and other common household pets. Those owners keeping such animals on any LOT or BUILDING PLOT shall, in all respects and at all times comply with the laws of the State of Iowa and the ordinances of the County of Polk and the City of Pleasant Hill, Iowa.

EASEMENTS

Easements for installation and maintenance of public utilities, sanitary sewer, storm sewers, overland flowage, sidewalks and water mains as shown on the Official Plat of said Arbor Lake are hereby reserved. Declarant has the right to make a specific grant of the "Public Utility Easements" shown thereon for construction, reconstruction and maintenance of underground electric lines and/or telephone line to MidAmerican Energy and/or MediaCom, or their successors, grantees or assigns, and to make a specific grant of sanitary sewer, storm sewer, overland flowage, sidewalk and water main easements to Pleasant Hill, Iowa. The owner or occupant of a building plot shall, at his own expense, keep and preserve that portion of any sidewalk located on a sidewalk easement within his property and in good repair and condition at all times, and shall neither erect nor permit erection of any building or structure or fences of any sidewalk located on a sidewalk easement within his property and in good repair and condition at all times, and shall neither erect nor permit erection of any building structure or fences of any kind, nor permit any growth of any kind which might interfere in any way with the use and maintenance of said telephone and electric services and said storm sewer, overland flowage, sanitary sewer and water main services and usage of sidewalks. The city of Pleasant Hill shall at all times have reasonable access to all lots for fire and police protection.

FENCES

To maintain the natural aesthetic of The Community at Arbor Lake only 4' cedar picket style fences constructed stained to reflect the natural cedar shall be permitted in front or rear yards and subject to A.R.C. to maintain the uniformity and character of the community. No chain link fences shall be permitted, and privacy fences will not be permitted.. No fence shall be permitted within two feet (2') of the front line of any building lot and fences within thirty feet (30') must have site plan review and approval by the A.R.C.. The A.R.C. generally will not allow fences within 75 feet of the shoreline. Special circumstances may allow for a fenced area with in the rear area of a home on a smaller lot closer to the lake but basically, the area within 75' of the lake will not be allowed to fenced.

LANDSCAPING CONTROL AND CONSTRUCTION

A. It is the intention of Declarant that maximum preservation of the existing tree and natural vegetation

in Arbor Lake be maintained. No trees over eight inches (8) in diameter may be unnecessarily removed or destroyed. Any trees in building area or driveways may be removed. This is a low impact community and every effort should be taken to preserve and protect the natural beauty.

- B. To maintain uniformity, all lots must be fully sodded or hydro seeded from the street to a minimum of the rear building corners, including sides to those points (planting native forbes and grasses is permitted in lieu of a traditional bluegrass type of planting). Rear yards may be sodded, seeded or left natural. The conservation areas may not be sodded or landscaped.
- C. From the date of purchase of a lot, the owner shall maintain the lot and erosion control plan, including, but not limited to, mowing grass, trimming trees and bushes and debris removal.
- D. Owner shall be responsible for all installation, material and labor relative to, sidewalks, as well as all upkeep, repair and maintenance relative thereto, all in conformance with applicable Pleasant Hill Building and Construction Codes. .
- E. Maintenance for landscaping shall be carried out by the landowner at the landowner's expense.
- F. The Community at Arbor Lake has designed and constructed mailboxes for each individual lot to maintain the aesthetic of the public streetscape. The mailbox will be provided to the homeowner as a welcoming gift and should be placed in an area free of private utilities (call for locates) and generally acceptable to the United States Post Office.
- G. Because lawn fertilizer can be a source of lake damaging plant nutrient, owner shall use lawn fertilizer mixtures approved by the Declarant. (see "association section" for further reference) Generally –the mixture will have no phosphorus.
- H. Vegetation in conservancy easements, flowage easements, creek channels are to be kept natural. This allows for natural cleansing of the surface water. Plantings that accomplish this are allowed without disturbance of the soils. Invasive plants such as water lilies and cattails are not allowed.
- I. The general public is not allowed access to the lake and conservation easements. Owners of Arbor Lake may have access to the lake waters and may do so through the designated easement at the south part of the dam through lot 29 and 30. Permission may be granted by property owners to have other owners walk on their property but that is up to each property owner. Access needs to be granted to Declarant and homeowners association to inspect the conservation easement areas around the property. One week notice will be given prior to any inspections that require foot travel.
- J. The open water of the lake is open to use by owners of property at Arbor Lake. This will include future phasing. Visitors need to be accompanied by owners –no exceptions allowed. All use of the lake is at individuals risk. There will be no lifeguards. Owners or declarant accept no responsibility for accidents.
- K. No water trampolines slides, swim platforms or similar objects may be erected by anyone at C.A.A.L.. No ice houses please.

ARBOR LAKE CARE AND GENERAL INFORMATION

RESPONSIBILITY FOR CARE OF THE LAKE By homeowners to include but not limited to:

Establish plans for aquatic plant removal as deemed necessary through the lake management plans.

Form groups for monitoring water quality

Develop long range lake management plans

Develop plans for funding weed control and water quality projects

Negotiate with government entities for grants to fund weed control and water quality projects

Conduct educational programs relating to both the effect of and possible sources of plant nutrient

loading of the lake waters (and the effects of runoff, etc on the lake)

Assessing lake quality, formulating action plans as may be needed, to address any water quality issues, and implementing any special “assessments” of homeowners as needed.

Homeowners shall need the ability to increase homeowner fees as may be necessary to assist in funding water clean up and protection of the Lake water and wetlands.

The members must be willing to create an organization that:

Is willing to look to the future

Recognizes a broad range of issues and requirements

Anticipates unforeseen occurrences that could change the lake

Balances the needs of today’s lake community against the possibilities of tomorrow’s needs

Is willing to work on behalf of maintaining the natural integrity of Arbor Lakes and strategies necessary for compliance.

GENERAL LAKE INFORMATION

First order of business is to be a good neighbor. Understand that most people enjoy peace and quiet.

–agree to work out disagreements simply and without intervention from others.

Natural lake...only going to intervene when absolutely necessary

Main goal is to maintain beauty and health of the lake

No large boats or gas motors on the lake. Electric trolling motors ok if less than 5hp.

Boats must be less than 17’ -no damage to shoreline/lake edge –must be pulled out by hand.

Small docks will be permitted on the lake provided they conform to the approved dock design.

The purpose of creating a uniform look is to preserve and protect the visual aesthetic of the lake.

No electricity to any private dock.

Declarant may elect to build one dock/gazebo for the use of owners at the area around the dam.

Use of any docks to be at the risk of the owner.

No disturbing riparian buffer/ conservation easement

Storage for approved boats shall off water and not cluttering water’s edge.

Use of the lake shall be at the risk of each homeowner.

Fish catch will not be guaranteed

Catch and release please.

No transporting or stocking of lake without approval of declarant

No firepits within 25 ft. of shoreline-- to avoid runoff of phosphates into the lake.

No boathouses will be permitted on the water. All accessory structures must be approved the A.R.C..

IMPORTANT NOTE: Ideas about the management of the lake will change and ultimately the care of the lake will reflect the majority of the homeowners will. These guidelines may be changed under the guidelines outlined below in MODIFICATIONS OF RESTRICTIONS.

PRESERVATION ZONE or CONSERVATION EASEMENT

A preservation zone or conservation easement (as noted on the final plat) is a natural area that protects both the aesthetic appearance and environmental significance of the PROPERTY, including, but not limited to, woodlands, wetlands, ravines, flood plains (if any) streams, lake, ponds and steep slopes and can provide effective buffers between different or same land uses. Such preservation zone(s) shall not be disturbed any time before, during or after construction except for necessary access as approved by the DEVELOPER. The DEVELOPER shall notify all contractors, utility companies and/or

cable companies doing work within the boundaries of the PROPERTY of the preservation zone(s) requirements before construction begins. No dirt or debris shall be placed within the preservation zone during construction. Other than what may be determined to be absolutely necessary, drainage shall not be changed in a manner that will damage the preservation zone. A utility company servicing and/or installing utilities in the designated preservation zone shall also be subject to these restrictions. These restrictions shall be printed, if feasible, on the final plat, the final development plan and/or site plan.

No permanent or temporary structure, building or fence shall be placed upon or in such preservation zone. No development, clearing, thinning, construction or work shall be performed in the preservation zone except for necessary construction as deemed necessary by the Developer. If the preservation zone is disturbed at any time (including but not limited to utility construction and/or easement, building or grading construction) by the Developer, contractor, subcontractor, house builder, property owner or a representative, such disturbance shall be restored to an approved condition. Diseased trees and/or diseased vegetation conditions shall be reported to Developer until such time as Declarant/DEVELOPER turns responsibility over to the Homeowners Association. NO FIREPITS of land/hardscape in conservation easements. Burning must submit to local ordinances. The DEVELOPER shall notify each property purchaser in the concerned PROPERTY of the preservation zone(s) requirements. Such notification shall be in writing and shall be submitted to the property purchaser at the time of closing in the form of a copy of the final plat approved by the City of Pleasant Hill.

ENFORCEMENT

Each owner of a lot in Arbor Lake by acceptance of a deed thereto specifically agrees to the obligations and conditions *set* out in these restrictions. If any entity shall violate or attempt to violate any of the covenants, conditions or restrictions contained in this document, it shall be lawful for Declarant, so long as it owns any interest in land in Polk County, Iowa or any other owner of a lot or part thereof in Arbor Lake to bring an action against any owner attempting to violate any of these covenants or restrictions, for such relief as may be permitted by law, including but not limited to, injunctive relief, damages, attorney fees and costs.

MODIFICATION OF RESTRICTIONS

The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land and shall remain in full force and effect until April 2, 2022, A.D., at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of five (5) years each, unless such covenants, restrictions or provisions are amended, modified or changed or cancelled, in whole or in part, by written agreement signed by the owners or owners of more than fifty percent (50%) of the lots hereby restricted, and recorded in the office of Recorder of Polk County, Iowa, and indexed in the Miscellaneous Records, at least one year prior to the original expiration date or to a subsequent expiration date, whichever is applicable.

SEVERABILITY

Invalidation of any of these covenants, conditions or restrictions by judgment or court order shall in no way affect any of the other covenants, conditions or restrictions contained herein which shall remain in full force and effect.

AMENDMENT

The covenants, conditions and restrictions created by this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns.

DISSOLUTION

Upon dissolution of the Association, all assets of the Association shall be distributed equally among the Owners such that the Owner(s) of an individual Lot shall be entitled to one share of the total assets.

ARCHITECTURAL REVIEW COMMITTEE

GENERAL

It is the intent of Declarant to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, an Architectural Review Committee (the "A.R.C.") shall be Association to oversee, review and regulate all architectural and design matters involving the

Property. The A.R.C. shall have the following general powers:

The A.R.C. shall have the exclusive right to approve or disapprove the size, exterior design, color, materials, landscaping and location with respect to all proposed Improvements, as well as the general plan for development of all Lots.

Architectural Review Committee. The A.R.C. shall be a permanent committee and shall administer and perform the architectural and landscape review and control functions of the Association. There shall be no fewer than three (3) nor more than seven (7) natural persons appointed by declarant to a point where it shall be turned over to homeowners. A majority of the A.R.C. shall constitute a quorum to transact business at any meeting/teleconference, and the action of the A.R.C.

In general, the A.R.C. will be solely administered by the Declarant until a future time where, at its sole discretion, Declarant will transition control to other owners at C.A.A.L..

FLEXIBLE COMMUNITY

OPTION TO ADD ADDITIONAL PROPERTY

Declarant hereby expressly reserves an option to add the Additional Property to the Property by unilateral action. The Additional Property shall be added by Amendment to this Declaration. The Additional Property may be added to the Property as a whole or in phases. No assurances are made by the Declarant with respect to the order in which parcels may be added, the number of parcels per phase or the size of the parcels. Future plats/phasing may have higher densities than plat 1.

HOME OWNERS ASSOCIATION

Declarant expresses its intent to form a homeowners association and is in process of forming a separate legal entity. This process will be finalized at a later date and then handed over to the owners as the land is developed and ownership is taken over by the residents/owners of the C.A.A.L.

There will be services provided by the Declarant until such time it is deemed necessary and prudent to transition of care for the C.A.A.L.. Ultimately, the care of the lake, its water, trees, and other natural resources will be the responsibility of the owners who reside in the C.A.A.L.

Declarant will be responsible for care of the lake until the transition takes place and will require the cooperation of its owners to not damage the water, soil, trees that are the incredible natural beauty at Arbor Lake.

Declarant also may form a Conservation Stewardship Organization to assist in lake issues on a long term basis.

Enjoy life at Arbor Lake- be a good neighbor and cooperate with all of its owners. Arbor Lake is a superior community with amenities that only a select few in the Des Moines area will have the privilege to enjoy.

STORM WATER AGREEMENT

All lot purchases shall sign an individual Addendum A at closing.

Addendum A

Storm Water Agreement for individuals and/or entities purchasing a lot

Project Address: SE 55th Street

Iowa Department of Natural Resources Authorization Number: IA-11550-11329

Contractor's Certification for: Community At Arbor Lake, Pleasant Hill, IA

I. FOR PARTICIPATION AS PART OF A LARGER DEVELOPMENT.

"I under the penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the owners and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for 'Storm Water Discharge Associated with Industrial Activities' at the identified site. As a co-permittee, I understand that I, and my company (if applicable), are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm water Pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit."

Signature

For (company name, if applicable)

Print name

Date

Second signer signature

For (company name, if applicable)

Print name

Date