

DECLARATORY STATEMENT IMPOSING RESTRICTIVE COVENANTS

The undersigned, OAKLAND FARMS REAL ESTATE COMPANY, the fee owner of the following described real estate, to wit:

Lots 1-25 and Lot A of OAKLAND RIDGE ESTATES, in Dubuque County, Iowa, according to the recorded plat thereof,

hereby makes the following declarations as to the limitations, restrictions and uses to which the above lots may be put, hereby specifying that such declaration shall constitute covenants to run with all of said lots, as provided by law, and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of said Lots in Dubuque County, Iowa:

1. All of the aforesaid described lots shall be used, solely and exclusively, as and for a private single family residence and a private garage attached to such residence. Provided, however, Oakland Farms Real Estate Company (the "Developer") may grant a variance to allow any use permitted within the R-2 zoning designation within the zoning ordinances of Dubuque County, Iowa. In reviewing requests for variances of any kind, the Developer may use any criteria deemed reasonable by Developer in Developer's sole discretion, including architectural styling.
2. If construction is not begun on the residence within twelve (12) months of the purchase of any Lot, such Lot shall be mowed and maintained as a finished yard.
3. All residences shall be constructed in compliance with the minimum setback requirements for R-2 zoning under the zoning ordinances of Dubuque County, Iowa.
4. Consistent with the requirements for R-2 zoning in Dubuque County, Iowa, no portion of the residence or attached garage shall be erected and maintained which is more than two and one-half stories or thirty five (35) feet in height, whichever is less.
5. Except as noted below, the square foot area of each single family residence shall be not less than one thousand eight hundred (1,800) square feet for a ranch style residence and twenty four hundred (2,400) square feet for a residence having two stories, exclusive of open porches, garages or basements, whether finished or unfinished.

6. All homes on the property shall contain traditional architectural styling and shall be built with basements. Each home shall have an attached garage with a minimum of two parking spaces within the garage on the main level, for the sole use of the owners and occupants of the residence.

7. Exterior walls on all structures built upon the Lots may incorporate any of the following:

Front elevation to consist of a minimum of 40% masonry and a combination of brick, stucco, stone, cedar, vinyl or steel shakes and/or vertical batten board, horizontal wood, vinyl or steel lap siding or an equivalent cement board or LP product. Aluminum and reverse board and batten (RB&B) will not be allowed. All materials must be submitted in writing and approved by the Developer prior to the commencement of construction.

Roofing materials may incorporate any of the following:

Wood shakes, wood shingles, slate, copper, or asphalt shingles with weight not less than two hundred twenty-five (225) pounds. Any roof shall have a minimum of 6/12 pitch. Roof forms shall be well organized and consistent in form and pitch on all elevations. Gutters and down spouts shall be used at all eaves. Roof structures such as attic vents, plumbing vents, and exhaust fans shall be located on the rear of the ridge and shall be painted to match the roof color.

Windows may incorporate any of the following:

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

8. No trailer, basement, tent, shack, garage, barn or any other out building erected on any of the above described property shall at any time be used as a residence, temporarily or permanently, except with the approval of Developer, nor shall any residence of a temporary character be permitted, except as may be necessary in the construction of any structure.

9. No basement or residence shall be occupied as a dwelling place until such time as the exterior of said residence is fully completed, including permanent siding, stoops, steps and finish grading of the Lot, nor until such time as the interior of such dwelling is completed to the extent that all ceilings and interior walls, including wall surfaces, other than paint and/or other similar decoration, have been installed.

10. The exterior of the residence and garage, seeding, sodding, grading and general landscaping shall be completed within twelve (12) months after excavation is commenced for the construction of the residence and garage. In performing general landscaping on each Lot, the owner must plant not less than four trees on the Lot.

11. The title holder to each Lot, vacant and/or improved, shall keep the lawn area and construction site free of weeds and debris and shall keep the grass cut to give the premises a neat and orderly appearance.

12. Only passenger automobiles shall be permitted to stand at any time upon the above described property and the streets adjacent thereto, except for service vehicles actually used in the construction of the residence and improvements or for the purpose of performing services to the owner of any Lot within the above described property.

13. No boat, snowmobile, camping or recreational vehicle or trailer, nor a trailer used to carry or transport the same, shall be kept or stored on any of the Lots, except within the garage of any permanent out building for a period not to exceed 30 days.

14. No unregistered or unlicensed automobiles, machinery, or junk materials shall be kept upon any Lot, nor shall any vehicle built for, or adopted to, or modified for, racing purposes be kept or stored upon any of said Lots.

15. No signs, billboards, or advertising devices, except those used in the sale of the property, shall be permitted.

16. No trees may be cut or removed from any Lot except with the prior approval of Developer. However, trees that have fallen by act of nature shall be removed from the Lot.

17. Drainage, sewage and utility easements shall exist upon the properties as shown upon the applicable plats.

18. No fences shall be constructed and/or maintained upon any front or side yards abutting the street. Fencing to enclose swimming pools may be constructed. Fencing consisting of ornamental shrubbery or paintings may be permitted provided they are maintained in a neat and orderly appearance.

19. All electrical gas, telephone and TV cable services to the residence shall be installed and maintained underground.

20. All Lots shall have sufficient off-street parking to accommodate at least four automobiles, including garage space. All driveways and parking areas shall be of hard surface construction of asphalt, concrete or pavers.

21. No house or garage may be moved upon any Lot from any other location. Except as provided below, no Lot may be subdivided. Subdivision of a Lot may occur only in the event the owners of adjoining Lots desire to subdivide a Lot which lies between the Lots owned by such owners. In that event, the Lot lying between the two other Lots may be subdivided such that a portion of the subdivided Lot is owned by one adjoining Lot owner and the other portion is owned by the other adjoining Lot owner. An owner of any Lot who purchases all or part of an adjoining Lot may build anywhere on the Lot or Lots, including on the property line which previously divided the full lot from the adjoining Lot, as long as such building and Lots otherwise conform

to the requirements imposed by these Restrictive Covenants. Provided, however, no house may be developed exclusively on any subdivided Lot.

22. Except as is otherwise provided in these Restrictive Covenants, all residences and improvements, including but not limited to swimming pools, fences or other buildings and structures shall comply with all applicable ordinances of Dubuque County, Iowa, as the same now or may hereafter exist.

23. In the event that any owner of any Lot shall violate any of the covenants and restrictions herein contained, it shall be lawful for any person or persons owning any of said Lots within the above described real estate, or for the Developer, to institute any proceeding, at law or in equity, against the person or persons violating or attempting to violate any such covenant or restriction, to either prevent him or them from so doing or recover damages for such violation, or both.

24. Invalidation of any of these covenants or restrictions, or any part thereof, by judgment or order of Court, shall in no way affect any of the other provisions and all provisions shall remain in full force and effect.

25. These covenants and restriction shall run with the land and shall be binding upon all the owners of Lots in the above described real estate, their heirs, grantees, successors, and assigns, and all persons claiming by, through or under them, until twenty-one (21) years from the recording of these Restrictive Covenants, except that these Restrictive Covenants may be extended as provided in Iowa Code Sections 614.24 and 614.25 CODE OF IOWA (2017).

26. Maintenance Assessment. At such time as residential structures have been completed on 50% or more of the lots contained in OAKLAND RIDGE ESTATES (consisting of Lots 1 through 25 and Lot A of OAKLAND RIDGE ESTATES), Developer shall provide a statement (the "Assessment Notice") to each lot owner setting forth an annual assessment (the "Assessment") to be paid by each lot owner to pay the costs of maintenance deemed reasonable and necessary by Developer or Maintenance Committee, as defined below (the "Maintenance Obligations"). Such costs may include, but may not be limited to snow plowing, road maintenance, costs related to stormwater runoff and related clean-up and site restoration, and improvements of common areas. Until such time as residential structures have been completed on 50% or more of the lots in Phase 1, Developer shall be responsible for completing the Maintenance Obligations at Developer's expense, excluding snow removal. Thereafter, Developer shall be responsible to ensure satisfaction of the Maintenance Obligations (using funds from the assessment) until such time as Developer shall provide notice to all lot owners of the creation of a committee consisting of three lot owners (the "Maintenance Committee"). Thereafter, the Maintenance Committee shall be responsible for ensuring satisfaction of the Maintenance Obligations and Developer shall be relieved, without further notice, of any liability with respect to the Maintenance Obligations. The initial three members of the Maintenance Committee shall be appointed by Developer and such members shall serve until a vacancy occurs on the Maintenance Committee or the lot owners, by majority vote, elect new members of the Maintenance Committee. In order to conduct a vote, a meeting of all land owners may be called by any five lot owners sending notice to each lot owner of the date and time of the meeting, which notice must be received by each lot owner at least 10

days prior to the date of the meeting. At any such meeting, the owners (including any purchasers under an installment contract) of each lot, in aggregate, shall be entitled to one vote per lot and the three candidates with the highest number of votes shall be elected to the Maintenance Committee. The Maintenance Committee shall meet once annually. The Maintenance Committee may meet more than once if deemed necessary by the Maintenance Committee. Any adjacent residential property added by Developer to OAKLAND RIDGE ESTATES) shall also be required to participate in the Assessment, it being understood that property owners in such addition shall benefit from the Maintenance Obligation.

The initial Assessment Notice provided by Developer shall provide an assessment estimated by Developer to be sufficient to cover the Maintenance Obligations for the remainder of the then current calendar year. On or before January 15 of each calendar year thereafter, the Developer or the Maintenance Committee, as the case may be, shall provide an Assessment Notice setting forth an estimate of the costs for the Maintenance Obligations for the new calendar year. Each lot owner shall make full payment to either Developer or the Maintenance Committee of the amount of the Assessment within 30 days of receipt of the Assessment Notice. If at any time it appears the Assessment is not sufficient to pay the cost of the Maintenance Obligations, the Developer or the Maintenance Committee, as the case may be, may provide a supplemental Assessment Notice explaining the reason for the additional costs and the amount of additional Assessment. Each lot owner shall make full payment of the amount set forth in the supplemental Assessment Notice within 30 days of receipt of that notice. Unpaid assessments shall accrue interest at the rate of 12% per annum and Developer or the Maintenance Committee, as the case may be, may record a document with the Dubuque County Recorder establishing a lien upon the lot owned by any owner who fails to timely pay the Assessment in the amount of any such unpaid Assessment (the "Lien"). Any lot owner who does not timely pay an assessment shall be responsible for all costs associated with collecting the Assessment, including reasonable attorney's fees and court costs with respect to preparation and recording of the Lien or any other collection activity required to collect the Assessment. Developer or the Maintenance Committee, as the case may be, shall be solely responsible for determining what action related to collection shall be taken and, upon filing of the Lien, are authorized to take any and all actions allowed by law to collect the unpaid Assessment, including foreclosure of such Lien.

27. The lots subject to these Restrictive Covenants are also subject to a Natural Pollutant Discharge Elimination System (NPDES) permit. Developer shall remain responsible for compliance with the NPDES requirements related to each specific Lot until the closing on a purchase of a lot by a Lot Owner, at which time the Lot Owner shall execute a Transfer of NPDES General Permit No. 2 Agreement with Developer, by which each Lot Owner shall assume full responsibility for compliance under the permit for the lot purchased. Developer shall be responsible for providing a copy of the required documentation to the Department of Natural Resources to complete the transfer of the permit obligations to the new Lot Owner.

28. Prior to commencing construction on a lot, each Lot Owner shall, in addition to any other assessments described herein, pay the Developer or its assignee a \$1,000.00 refundable deposit for road maintenance. Such deposit shall be retained by Developer during construction and refunded to the Lot Owner upon completion of construction, less any damages caused to the roads

within the subdivision caused by Lot Owner's use of such roads. Any damages withheld from the deposit shall be in the sole discretion of the Developer.

29. Each lot shall be furnished with one exterior yard light pole with electric eye to provide adequate lighting for each such lot. Such lights must be powered by wired electricity and not by solar power or other means. All poles and electric fixtures appurtenant thereto must be approved by the Developer prior to placement on a lot.

30. Each lot shall be served by an individual septic system, to be installed and maintained in compliance with all applicable laws and ordinances in Dubuque County, Iowa.

31. All water service lines installed on any lot shall be copper water lines.

32. The Developer reserves unto itself, its successors in interest and assigns, an easement on each lot for purposes of constructing, maintaining, and completing stormwater control measures. The Developer shall install all storm water control measures on each lot, including but not limited to bioswales and biocells, as required by applicable laws of Dubuque County, Iowa. After permit stabilization is established on each lot, the Developer will access each property to complete any necessary control features. Developer will restore the area disturbed upon each lot following the completion of such work, ordinary and reasonable wear and tear excepted. Following such installation by Developer, responsibility for maintaining such storm water control measures shall lie with the owner of each lot. No storm water control measures may be altered or modified in any way by any lot owner without the prior written approval of the Developer and the appropriate officials of Dubuque County, Iowa.

OAKLAND FARMS REAL ESTATE COMPANY,
Declarant

By _____
Kevin J. Wernimont, Its President

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

On this _____ day of _____, 2018, before me, a Notary Public in and for the State of Iowa, personally appeared Kevin J. Wernimont, to me personally known, who being by me duly sworn did say that he is the President of said company, that said instrument was signed on behalf of said company by authority of its board of directors and the said Kevin J. Wernimont acknowledged the execution of said instrument to be the voluntary act and deed of said limited company, by it voluntarily executed.

Notary Public in and for
State of Iowa