

**COVENANTS TO THE RODEO RIDGE ADDITION TO
LYON COUNTY, IOWA**

THAT 2050 VENTURE, L.L.C., the Proprietors of and the party platting and dedicating Rodeo Ridge Addition to Lyon County, Iowa to which these Covenants are attached, do hereby make these covenants a part of said Dedication as follows:

NOW THEREFORE, Developer hereby declares that all lots in Rodeo Ridge Addition hereby restricted shall at all times be owned, held, used and occupied subject to the provisions of the Declaration and to the covenants, conditions and restrictions contained herein. All of which are established and declared for the purpose of establishing a general plan for protection, maintenance, development and improvement of Rodeo Ridge Addition for the purpose of increasing economic value, desirability and attractiveness of Property and the mutual benefit of Owners thereof. The Covenants, conditions and restriction set forth in this Declaration shall run with the Property and shall be binding upon Developer and all other persons having or acquiring any right, title or interest in and to said real property or any part thereof. These restrictions and covenants shall inure to the benefit of Developer, the Association and each person who becomes an Owner of any real property and each successor in interest of any such person. These restrictions and covenants are further imposed upon each and every lot, parcel or individual portion of said Tract as a mutual equitable servitude in favor of each and every lot, parcel or individual portion of land therein as the dominant tenement.

DEFINITION OF TERMS USED:

- 1.1 For the purpose of these restrictions, the word "Developer" shall mean 2050 VENTURE, L.L.C. until such time as all lots are sold and then it shall mean the Rodeo Ridge Owners Association.
- 1.2 The word "Association" shall mean and refer to Rodeo Ridge Owners Association, its successors and assigns, if any.
- 1.3 The word "Properties" shall mean and refer to that certain real property above described and such addition thereto as may hereafter be brought according to Section 16 (Addition of Land).
- 1.4 The word "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

- 1.5 The word "street" shall mean any street, road, drive, land, court or avenue of whatever name, as shown on said plat as Rodeo Ridge Addition.
- 1.6 The word "outbuilding" shall mean an enclosed, covered structure, not directly attached to the residence to which it is appurtenant.
- 1.7 The word "Lot" shall mean any lots as platted or any tract of land as conveyed. These lots or tracts may consist of one or more lots or parts of one or more lots as platted or as set forth in the individual deeds from the developer, its successors or assigns, upon which residence may be erected, in accordance with the restrictions hereinafter set forth. A corner lot shall be deemed to be any lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

SECTION 1. LAND USE

All home sites within Rodeo Ridge Addition are to be used exclusively for single family housing and the permitted residential land use of the County of Lyon Zoning Ordinance. No apartment building will be permitted within the development. The Developer reserves the right to maintain or assign a residential real estate office and/or Model Home Complex upon any lots owned by it for the purpose of promoting, advertising for sale, showing and selling improved or unimproved lots within the development. The home site and house on the property must have the same owner.

SECTION 2. PERMITS

The Developer must approve all construction within Rodeo Ridge Addition, until such time that all home sites are sold or the responsibility is assigned to another agency or association. No building, wall or other structure shall be erected, placed or altered on any building lot until building plans, specifications and lot plan, showing the location of such improvements, have been approved in writing by the Developer, its assign or its successor. For these purposes, as well as for the purpose of enforcing all other rights and restrictions herein contained, The Developer may transfer said rights to a Home Owner's Association consisting of the owners of all Lots within the subdivision. The Developers authority to approve plans, as well as to otherwise enforce the provision of these covenants, if not sooner assigned or transferred by the Developer, shall in any event cease when the Developer has sold all lots within the subdivision.

Upon such request for approval the party requesting such approval shall submit simultaneously with said request the following documentation:

- a. Four (4) exterior elevations delineating front, back and both side elevations.
- b. A site plan of the house, any structure, fence and required trees as they will sit on the lot.
- c. A list of all exterior materials to be used which will include roof,

- masonry, siding and windows.
- d. A schedule of exterior colors to be used.

The documentation listed above is intended as a minimum requirement and the Developer shall be free to request other documentation that said Developer, in its sole discretion, deems necessary. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval. Refusal or approval of plans and specifications by Developer may be based on any ground, including purely aesthetic grounds, which in the sole uncontrolled discretion of the Developer shall be deemed sufficient. No alteration to the exterior appearance of the buildings or structures shall be made without Developer's approval.

In the event said Developer or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of said building or the making of such alterations has been commenced prior to the completion thereof such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the Developer, its successor, or its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

Anything in this Declaration of Restrictions to the contrary, notwithstanding the Developer, its successors or assigns shall have and do hereby reserve the right to determine the location of all buildings upon the respective lots. Except that this authority may be restricted in making of such determination by the provision of County of Lyon Zoning Ordinance, including foundation height and set back regulations.

All construction must be permit approved, as required by the Lyon County building and zoning, prior to the delivery of any home or the start up of any construction. This is intended to include, but is not limited to, house placement, additions, steps, decks, shed, garage, concrete or fences. Additionally, some planting of trees or shrubs may require permits or restrictive use if placed within the front portion of the home site.

Once construction begins, Owner shall diligently pursue construction until completion. No building shall be permitted to stand with an unfinished exterior for longer than six (6) months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in damaged condition longer than three (3) months. Any Owner of a structure in violation of this section may, at the discretion of the Developer, be assessed a fine of from One Dollar (\$1.00) to One Hundred Dollars (\$100.00) per day for every day the violation continued. The fine provided for herein, if not paid when due by said owner, shall become a lien upon the real estate upon which the structure is located. Provided,

however, that such lien shall be subordinate to the lien of any valid first mortgage now existing or is hereafter placed upon said real estate. Said fines shall be due thirty (30) days from the date of notification of the record owner of which the violation occurs, if the fine is not paid within the thirty (30) day period, the fine shall bear interest at the rate of twelve (12%) per annum or the maximum amount allowable by law until paid. Any such interest accruing shall also be a lien upon the real estate. All such liens may be enforced by the Developer or their assignee in any court in Lyon County, Iowa, having jurisdiction of suit for the enforcement of such liens.

The Owner shall provide for a reasonable maintenance program for keeping all grass, weeds and vegetation on their Property mowed at regular intervals so as to maintain the Property in a neat and attractive manner. Owner shall maintain the Property, including the affected surrounding lots and/or streets, in a neat and orderly manner during all times of construction. If the Owner fails to maintain the affected area, the Developer may enter upon the Property for the purpose of performing such maintenance and assess the owner for the reasonable cost of such services.

NOTICE: NO DIGGING ALLOWED WITHOUT PROPER UTILITY LOCATION MARKERS. THIS IS FOR YOUR SAFETY AND IT IS THE LAW.

SECTION 3. TEMPORARY RESIDENTIAL STRUCTURE

Structures of temporary character, including but not limited to, trailers, recreation vehicles, motor homes, tents, shacks, sheds, garages, barns, basements or any other out buildings, shall not be used on any lot within Rodeo Ridge at any time as a residence either temporary or permanent.

VACANT LOT LIABILITY

Each individual lot owner must maintain adequate liability insurance, at all times including while their lots are vacant or while the home site is under construction. It is the lot owners' responsibility to insure a safe environment during any construction on their lot and to insure that any contractor working at the site has proper liability coverage and maintains a safe work site.

SECTION 4. SITE DEVELOPMENT AND STRUCTURAL REQUIREMENTS

Each home site owner is responsible for final preparation of their own home site.

The following must be complete:

1. Prepare site plan with landscape plan.
2. Prepare foundation specifications.
3. Document structural load compliance.
4. Submit 1-4 to the developer for approval, until all home sites are sold.
5. Submit 1-4 to the Lyon County Zoning Administrator for

- approval and secure permit.
6. Install water line and tap into curb stop.
 7. Install sewer system septic tank, leach field, percolation test,
etc.
 8. Install optional perimeter foundation wall or optional
basement for house to be set on.
 9. Install sub-drain tile as required by permit.
 10. Install electric service line.
 11. Install gas service line.
 12. Install phone and cable TV main lines to home.
 13. Deliver and set up home.
 14. Install house numbers with a minimum height of 3" on the
street front face side of the house,
 15. Secure utility hook-ups to house and meters.
 16. Prep final grade,
 17. Any culvert require at property entrance
 18. Secure all periodic inspections as required.
 19. Provide any other information or fees as required by Lyon
County.
 20. Prepare and install landscape area plan. (Seasonally)
 21. Plant grass seed or sod. (Seasonally)
 22. Plant trees in front yard, 2 minimum (Seasonally)

THE PRIMARY HOUSE STRUCTURE:

Any home to be placed or built in the development must be pre-approved per SECTION 2 above.

All homes placed in Rodeo Ridge Addition must be new, never occupied or titled at another location, certified HUD, UBC or Site Built. Minimum home size requirement is 28' x 36'.

All homes must have a minimum 4/12 roof pitch with minimum 12" overhang. Roof must be shingled or have a covering typical of local standard residential construction.

Siding must be Vinyl, Wood, Cement Panel, Brick or other materials commonly used in local standard residential construction.

Homes may be a maximum of 2 stories above ground not to exceed a maximum height of 35'.

All homes must have at least one exterior water hydrant.

All homes must be plumbed to accept Lyon/Sioux Rural water.

All homes must have wheels, axles and hitches removed from home and property.

All homes will be set on perimeter foundation wall or optional basement.

All homes must have attached double garage with a minimum size of 22' x 24' with same roof pitch and overhang as home.

Driveways entrance(s) at the street to Property, will require a culvert, approved by the county at the owners expense.

ADDITIONAL UNATTACHED GARAGE/SHED REQUIREMENTS: (OPTIONAL)

No more than one (1) unattached out building.

Site built, new, anchored on cement slab, or frost footings according to county code.

The minimum size 10' x 12'. The maximum size not to exceed 24' x 36'.

The maximum wall height shall be 12 feet (12').

Gable roof, matches house pitch and overhang. Overhang on all 4 sides. Colors must compliment the house material.

Each home is required to have a step or deck with a minimum size 4'x 6' entry platform at the front entrance to the house. All additional entrances to the house are required to have, a step or deck with a minimum size 4' x 4' entry platform. All steps or decks must be professionally constructed with approved new materials only and must be properly maintained, stained, or painted at all times.

STEP/DECK REQUIREMENTS:

Minimum size 4' x 6' front entry platform, minimum size 4' x 4' at any other entrance. All decks/steps must be professionally constructed with approved new materials. Materials may be Redwood, Cedar, Treated Pine, Vinyl, Concrete or other material commonly used in residential deck construction.

SIDEWALK CONSTRUCTION:

As of 12/2004, sidewalks are not required by Lyon County. Lot purchased does not include property frontage sidewalks, If and when the county requires sidewalks, the Owner shall construct all required sidewalks in accordance with Lyon County specifications and regulations, the full length of any property abutting the street right of way as specified on the recorded final plat.

FENCES AND WALLS:

No fences or walls shall be erected or constructed on any Property hereby restricted without written approval, from the Developer. The Developer has complete discretion as to the material, design, shape, location, and height of any fence or wall.

AIR CONDITIONERS:

No air conditioner units, swamp cooler, heat pumps or other such apparatus shall be affixed to the roof or placed in the front yard area of any residence.

SECTION 5. MAINTAIN/NO SIGHT DISTANCE

No fence, wall, hedge tree or shrub planting which obstructs sight lines at elevations between thirty (30) inches and eight (8) feet above the surrounding grade

shall be placed on any corner lot as further described. A triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the ease of rounded property corners, from the intersection of the street property lines extend. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement.

SECTION 6. LANDSCAPE REQUIREMENTS

Within the first sixty (60) days of occupancy, each home site Owner is required to prepare the final grade, properly install lawn sod or lawn seed the entire Property and plant a minimum of two (2) trees at least eight feet tall of seedless hardwood species within the front yard. Trees must be at least 50 feet apart. Planned landscape areas and dedicated garden plots do not require lawn cover but must be properly maintained at all times. Occupancy between the dates of September 15, through March 15, will be required to have lawn and tree planting completed by the following May 15. It is the Property Owners responsibility to maintain proper conditions for the healthy growth of the lawn and trees.

Each developed Property must be properly maintained in clean and neat order at all times. This applies to vacant uninhabited lots as well as occupied home sites. Ground cover of any type must be properly controlled. Lawn areas must be mowed a minimum of 8 times per year. It is the Property Owner's responsibility to mow a minimum of two (2) times per month. Mowing must be completed by the first (1st) day of each month beginning in March and running consecutively thereafter through October. Seasonal conditions will dictate the start and end of the season. Upon Owners failure to comply with these regulations, and after a seven (7) day written notice, the Developer may enter upon the Property and perform such maintenance as necessary and assess the Owner.

SECTION 7. STRUCTURE MAINTENANCE

Any structure, house, step, deck, garage, 2nd garage/shed, addition or fence must be properly maintained at all times. This maintenance includes periodic storm repair in a timely fashion, painting, siding, shingling, windows, doors, screen and fence repair, as required, or any other maintenance considered to be normal in general maintenance of a home to maintain its value. All sidewalk areas and driveways must be kept in good repair at all times. Raised, sunken or deteriorated concrete must be repaired when noticed to eliminate any potential hazard to Property Owner, their guest or the public.

SECTION 8- LIVESTOCK, POULTRY AND PETS

No animals, livestock, exotic pets, equine or poultry of any kind shall be raised, bred or kept on any Property. Dogs, cats or other domestic household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Additional conditions stipulate that said dogs, cats or other domestic household pets shall be confined to the Property of the Owner, unless leashed or

otherwise governed by law. Unless otherwise approved by the Developer, an aggregate maximum total of three (3) dogs, cats, rabbits or birds may be kept on any Property within the Development.

SECTION 9. NUISANCES

No noxious or offensive trade or activity, as defined by law, shall be carried on upon any Property within the Development, nor shall anything be done which may become an annoyance or nuisance, as defined by law, to the neighborhood or individuals residing or owning Property therein.

SECTION 10. GARBAGE AND REFUSE

No lot or common area within the Development shall be used or maintained as a storage area or dumping ground for rubbish, appliances, auto parts, scrap, lumber or any other item considered to be trash or stock pile storage. All trash, garbage or other waste materials must be kept in clean sanitary containers and properly disposed of on a weekly basis.

SECTION 11. VEHICLE RESTRICTIONS

All vehicles kept within the Development, except those vehicles kept within a garage, must be kept in legal operating condition and currently licensed. All vehicles must be parked on the designated hard surface driveway/parking area. No vehicles are to be parked or stored on any grass or landscape area. The storage of recreational vehicles, boats, jet skis, campers, motor homes, utility trailer or commercial trucks exceeding 3/4 ton is only permitted within the Development, if parked in rear of property, (nothing along side or front of home) on hard surface pad; except that temporary parking of up to 8 hours is permitted for on or off loading. Commercial trucks exceeding 3/4 ton may be parked only while performing the services they are designed for. No automobile repair, rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Property hereby restricted except that automotive repairs on a non-commercial basis may be conducted in any enclosed garage built on the Property as permitted under other provision of these restrictions.

SECTION 12. ANTENNAS, SATELLITE RECEIVERS and LIGHTING

No exposed radio, radio telephone, television or microwave receiving or transmitting antennas, masts or dishes may be kept or maintained on any Property hereby restricted, except within the confines of a dwelling unit erected thereon, without the consent of the Developer in writing. Except, that satellite receivers no larger than 1 meter (39.37") diameter, may be placed in the Property Owners back yard. A satellite receiver, not larger than 1 meter (39.37") diameter, may be placed in the front yard area if such other, placement of a satellite receiver causes signal, including the particular programming service chosen by the viewer. Placement and size of some antennas may be governed by City, State or Federal regulations and if so governed will require proper permits or license. Any satellite receiver shall not exceed six (6) feet in overall height when mounted to a mast and must be screened

from view. Property owners may be required to power and maintain one street style type electric light, along street edge. Placement and style of this light, is reserved by Developers. Outside lighting shall be suitable for residential use subject to Developers approval.

SECTION 13. BILLBOARDS/SIGNS

No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any Property hereby restricted, without the Developer's consent in writing. A single "For Sale" sign not to exceed 5 square feet is permitted. Nothing in this section shall be construed to prohibit the erection and maintenance of a subdivision entrance structure or sign by the Developer, its grantees, assignees, or license at such place or places as it or they may determine.

SECTION 14. MISCELLANEOUS PROVISIONS

a.) Subdivision of Lots: No lot shall be conveyed or subdivided smaller than shown or delineated upon the original plat map, without written consent of the Developer. However, nothing herein contained shall be so construed as to prevent the use of one lot and all or part of an adjoining lot as one building site. After which time such whole lot and adjacent whole or partial lot shall be considered as one lot for the purpose of these restrictions. The division of one whole lot will only be permitted if the two adjoining lots accept the division as an inclusion to that adjoining lot. Only a division of three (3) lots into two (2) lots will be permitted. No single lot may be subdivided smaller than now recorded.

b.) Alterations of Topographic Conditions: Under no circumstance will any owner of any lot be permitted to alter the topographic condition of their lot in any way that would permit additional quantities of water from any source, other than that which nature originally intended, to flow from their Lot onto an adjoining property or public right-of-way or redirect the flow.

c.) Driveways: Driveways shall be gravel, black top, or concrete or other hard surface material approved by the Developer. Culverts required at street owners expense with requirement.

SECTION 15. COMMON PROPERTIES

a.) Developer and its grantees, as owners of lots within the subdivision, shall have the right and easement of enjoyment in and to all of the common properties shown on the plats and as herein described.

b.) Title to Common Properties: The Developer may retain the legal title to the Common Properties until such time as, in the opinion of the Developer, they shall either dedicate to the county or convey to a Home Owner's Association for said subdivision. The Developer hereby covenants for itself, its successors and assigns, that it shall convey the common properties, subject to the utility easements and reservation, to either the county or the Association no later than when the Developer or its successors have sold all of the lots in the subdivision. The Association shall accept the conveyance of such common property should the Developer choose to convey to the Association.

c.) Easement of Common Area: The right and

easement of enjoyment created herein, as to the common property, shall be subject to the right of the Developer, the Home Owner's Association or their successor to assign to convey sewage, water, drainage, and other utility easements over, through or under all or any part of such common properties.

d.) Rules and regulations Pertaining to the Common Area:

1. No motorized vehicles shall be allowed on common areas with the exception of motorized vehicles for the express use of maintenance or installation purposes.
2. No refuse shall be discarded in or about the common property.
3. The Developer or its successor shall have the right to make additional rules and regulations pertaining to the Common Property.

SECTION 16. ADDITION OF LAND

The Developer expressly reserves the right to add other land it may now own or hereafter acquire to this Declaration of Restrictions, by executing and acknowledging any appropriate agreement for that purpose and filing the same for record in the Office of the Lyon County Recorder of Lyon County, Iowa. When other property is subjected to these Restrictions it shall be subject to all of the terms and provisions hereof in the same manner and with like effect, as though the same had been originally described herein and subjected to the provisions hereof.

SECTION 17. RIGHT TO ENFORCE

These restrictions shall run with the land and bind the present owner, its successors, assigns and all parties claiming by, through or under them. All parties shall be taken to hold, agree and covenant with the owner of the lots hereby restricted, with its successors and assigns, and with each of them, to conform to and observe said restrictions herein set forth. No restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during their title to said restricted property. The Developer, its successor, assign or the owner of any restricted lot shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or enforce the observance of the restriction, as herein set forth, in addition to ordinary legal actions for damages. The failure of the Developer, its successor, assign or any owner of any restricted lot, to enforce any of the restrictions herein set forth at the time of its violation shall in no event be a waiver of the right to do so thereafter. In the event of legal action to bring suit, all attorney fees and other cost of enforcement shall be paid by the Owner of the lot in violation of these restrictions. The Developer may assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it in respect to all or any part of said lots. Upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign these rights, or any one or more of them, at any time in the same manner as though directly reserved by them, in the instrument.

SECTION 18. DURATION OF RESTRICTIONS

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded. After such time these restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be properly recorded with the Lyon County Recorder of Lyon County, Iowa.

SECTION 19. COVENANT DISCLOSURE

Any seller, reseller or agent of any lot, within Rodeo Ridge Addition, is required to disclose to and provide with a copy of these Protective Covenants in their entirety, to any prospective purchaser of any lot, within the legally described property of Rodeo Ridge Addition; prior to the sale of any lot within the Rodeo Ridge Addition.

SECTION 20. RODEO RIDGE HOME OWNERS ASSOCIATION

Each Lot Owner shall belong to the Rodeo Ridge Home Owners Association. The Association shall be governed as provided by By-Laws for said association as established by the Developer and as amended from time to time. The Association may assess necessary fees for road maintenance, snow removal and street lighting.

SECTION 21. RIGHT TO FARM NOTICE COVENANT

The land subject to these covenants is located near agricultural land, agricultural operations or agricultural processing facilities or operations. Owners may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facility operations. Agricultural operations may include, but are not limited to the following: The cultivation, harvesting and storage of crops; livestock production; ground rig or aerial application of pesticides or herbicides; the application of fertilizer, including animal waste; the operation of machinery; the application of irrigation water; and other accepted and customary agricultural activities conducted in accordance with Federal, State and County laws. Discomforts and inconveniences may include, but are not limited to: noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents, and/or the operation of machinery (including aircraft) during any 24-hour period. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomforts as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. You are also notified that there may be the potential for agricultural or agricultural processing operations to expand. This notification shall extend to all landowners, their heirs, successors or assigns.