Timber Trails Homeowners Association
PO Box 2031
Iowa City, Iowa 52244

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS TIMBER TRAILS ESTATES[1]

THIS DECLARATION, made on the date hereinafter set forth by Harvey W. Henry and Lucas S. Van Orden, III, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarant Harvey W. Henry is the owner of certain property in the Township of Newport, County of Johnson, State of Iowa, which is more particularly described as:

TIMBER TRAILS ESTATES, PART ONE

Commencing at the Northeast corner of the SW1/4 NW1/4 of Section 26, T8ON, R6W of the 5th Principal Meridian, being the point of beginning; thence S 0° 01' 59" W, 169.52 feet along the Section line to the centerline of the County Road; thence S 42° 56' 00" E, 289.22 feet along the centerline of the County Road; thence S 32° 10' 00" E; 291.47 feet along said center-curve concave Westerly along said centerline; thence S 15° 02' 00" W, 421.47 feet along said centerline to the South Line of the SE1/4 NW1/4 of said Section 26; thence S 89° 07' 47" E, 274.70 feet along the South Line of the SE1/4 NW1/4 of said Section 26 to the Centerline of Prairie du Chien Road; thence N 82° 31' 35" E, 310.60 feet along the centerline of Prairie du Chien Road; thence Easterly 263.91 feet along a 1371.17 foot radius curve concave Southerly along the centerline of said road; thence S 86° 26' 45" E, 2.24 feet along the centerline of said road; thence N 0° 20' 02" W, 468.70 feet; thence S 86° 26' 45" E, 200.00 feet; thence N 0° 20' 02" W, 814.83 feet along the East line of the SE1/4 NW1/4 of said Section 26 to the Northeast corner of the SE1/4 NW1/4 of said Section 26; thence N 89° 02' 52" W, 1328.97 feet along the Section Line to the point of beginning, said tract containing 29.90 acres more or less.

On each lot as platted in Timber Trails Estates, Part One, there is hereby reserved an easement for utilities, walkways, and bridle paths of 20 feet on both sides of all of the boundary lines of each lot, as shown on the recorded plat thereof, except along boundary lines that border County Road, Prairie du Chien Road, or any road within the subdivision itself, provided, however, that there shall be no such easement on either side of the south line of Lot 11, but instead there shall be such a 20 foot easement on both sides of the south line of the following described tract:

> Commencing at the NW corner of Lot 10, being the point of beginning; thence S 9° 53' 54" E, 75.00 feet along the west line of Lot 10; thence S 81° 43' 57" E, 237.52 feet to the SE corner of Lot 11; thence N 66° 27' 20" W, 270.46 feet along the south line of Lot 11, to the point of beginning.
>
> AND WHEREAS, Declarant Harvey W. Henry also the owner of certain property in the township of Newport, County of Johnson, State of Iowa, which is more particularly described as:
>
> NW 1/4 NE 1/4, Section 26, Township 80 North, Range 6 West of the 5th Principal Meridian.
>
> This part has not yet been subdivided, but when subdivided, it shall be in lots of not less than one and one-half (1 1/2) acres. A sale of the entire tract before subdividing shall nevertheless be subject to these Protective Covenants, Conditions and Restrictions.
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> Until subdivided, this part shall be considered one lot, and the owner thereof shall pay dues to Timber Trails Home Owners Association, Inc., and shall be entitled to vote on the basis of one lot. At such time as this part is subdivided, it shall be considered the number of lots into which it is subdivided, and dues and voting rights shall be established accordingly.
>
> AND WHEREAS, Declarant Lucas S. Van Orden III is the owner of certain property in the Township of Newport, County Johnson, State of Iowa, which is more particularly described as:

SW 1/4 NE 1/4 of Section 26, Township 80 North, Range 6 West of the 5th Principal Meridian less that part owned by Omer J. Kemp.

This part has not yet been subdivided, but when subdivided, it shall be in lots of not less than one and one-half (1 1/2) acres. A sale of the entire tract before subdividing shall nevertheless be subject to these Protective Covenants, Conditions and Restriction.

Until subdivided, this part shall be considered one lot, and the owner thereof shall pay dues to Timber Trails Home Owners Association, Inc. and shall be entitled to vote on the basis of one lot. At such time as this part is subdivided, it shall be considered the number of lots into which it is subdivided, and dues and voting rights shall be established accordingly.

AND WHEREAS, Declarants will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

NOTE: By amendment of these covenants dated October 23, 1978, and recorded at Book 563, page 237, in the Johnson County Recorder's office, the property owned by Lucas S. and Dianna E. Van Orden was released of all rights, obligations, and provisions of said Declaration of Covenants, Conditions, and Restrictions, Timber Trails Estates, with the exception of the following Sections: 7.01, 7.02, 7.03, 7.04, 7.05, the second paragraph of 7.06, 7.07, 7.08, 7.09, 7.23, 7.24, 7.25, 7.27, 7.31, 8.01, 8.02, 8.03, and the 4th, 5th, 6th, 7th, and 9th paragraphs on page 2, providing as follows:

"AND WHEREAS, Declarant Lucas S. Van Orden III is the owner of certain property in the Township of Newport, County of Johnson, State of Iowa, which is more particularly described as:

SW 1/4 NE 1/4 of Section 26, Township 80 North, Range 6 West of the 5th Principal Meridian less that part owned by Omer J. Kemp.

This part has not yet been subdivided, but when subdivided, it shall be in lots of not less than one and one-half (1 1/2) acres. A sale of the entire tract before subdividing shall nevertheless be subject to these Protective Covenants, Conditions, and Restrictions.

AND WHEREAS, Declarants will convey the said properties, subject to certain Protective Covenants, Conditions, Restrictions, Reservations, Liens and Charges as hereinafter set forth; and all properly adopted amendments to the provisions listed above prior to the date of this amendment.

ARTICLE 1.00

DEFINITIONS

Section 1.01 "Association" shall mean and refer to Timber Trails Home Owners Association, Inc., its successors and assigns.

Section 1.02 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.03 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. Common Areas shall include:

1. Land indicated as parks
2. Land in road rights-of-way
3. Cul-de-sac areas
4. Land between lot line and shoulders of county roads

Section 1.04 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 1.05 "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.06 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.07 "Declarants" shall mean and refer to Harvey W. Henry and Lucas S. Van Orden III, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarants for the purpose of development.

Section 1.08 "Developer" or "Developers" shall mean the same as "Declarant" or "Declarants".

ARTICLE 2.00

MEMBERSHIP

Section 2.01 Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE 3.00

VOTING RIGHTS

Section 3.01 Classes of Membership: The Association shall have two classes of voting membership.

Section 3.02 Class A Members: Class A members shall be all those Owners as defined in Article 2.00 with the exception of the Declarants. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article 2.00. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event more than one vote be cast with respect to any lot.

Section 3.03 Class B Members: The Class B member shall be the Declarants. The Class B members shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Article 2.00, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
b. on January 1, 1990.

ARTICLE 4.00

PROPERTY RIGHTS

Section 4.01 Members' Easements of Enjoyments: Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

a) The right of the Association to limit the number of guests of members;

b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgages in said properties shall be subordinate to the rights of the homeowners hereunder;
d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations; and
e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance.

Section 4.02 Delegation of Use: Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4.03 Title to the Common Area: The Declarants hereby covenant for themselves, their heirs and assigns, that they will convey fee simple title to the Common Areas to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the fifth lot in each respective part of Timber Trails Estates.

Section 4.04 Upon the sale of the fifth lot in Timber Trails Part III, Developer will convey fee simple title to the water and sewer system referred to in Sections 7.11 and 7.12 herein.

ARTICLE 5.00

COVENANT FOR ASSESSMENTS

Section 5.01 Creation of the Lien and Personal Obligations of Assessments: The Declarants for each lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 5.02 Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 5.03 Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of streets, roads, trails, water system, or of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days nor more than 20 days in advance of the meeting setting forth the purpose of the meeting.

Section 5.04 Uniform Rate of Assessment: Both annual and special assessments shall be fixed at a uniform rate for all lots and may be paid on a monthly basis.

Section 5.05 Quorum for Any Action Authorized Under Section 5.03: At the first meeting called, as provided in Section 5.03 hereof, the presence at the meeting of members or of proxies entitled to case sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in section 5.03 and the required quorum at any such subsequent

meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.06 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5.07 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Or in lieu of foreclosing such lien, the Association by its proper officer may cause to be served upon such lot owner a Notice of Forfeiture notifying him that unless said assessment with seven percent interest, costs of serving the notice, and $35.00 attorney fees are paid within thirty days of the completed service of said notice, the title to said lot shall pass to the Timber Trails Home Owners Association, Inc. If the terms and conditions of said notice are not performed within the said thirty days, the party serving said notice or the Association may file for record in the office of the county recorder a copy of the notice aforesaid with the proofs of service attached or endorsed thereon, and when so filed and recorded, the said record shall be constructive notice to all parties of the passing of title to said lot to the Association. Proceedings hereunder except as to the payment of attorney fees shall be the same as those provided for the forfeiture of real estate contracts in Chapter 656 of the 1966 Code of Iowa. Any lot acquired by the Association by either of the methods set out above shall be sold within a reasonable time at public or private sale, and any surplus remaining after the payment of all assessments, interest, costs, and attorney fees shall be paid over to the former owner of the lot. No owners may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

The holder of the first mortgage on any property whose owner has not paid assessments shall be notified within thirty (30) days after the due date.

Each owner shall file with the Association the name and address of the holder of the first mortgage on his property.

Section 5.08 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien.

Section 5.09 Exempt Property: The following property subject to this Declaration shall be exempt from the assessment created herein: (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 5.10 The Developers (also known as Declarants) covenant that so long as they, their heirs, personal representatives, or assigns hold the voting majority in the Association, they will not vote affirmatively to cause assessments that will result in a total assessment cost in excess of $150.00 annually on any one lot unless all lot owners at the time and all first mortgage holders expressly consent thereto in writing.

ARTICLE 6.00

ARCHITECTURAL CONTROL

Section 6.01 Scope of Architectural Control: No building, fence, wall or other structure, or sewage disposal system shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, elevation, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications

have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. If, after approval by the Board of Directors or the Architectural Control Committee, any change is made from the plans as approved, the President of the Association shall be notified and the President shall decide whether the change substantially affects the exterior appearance. If the President decides that the change does substantially affect the exterior appearance, the changed plans shall be submitted to the Board of Directors or the Architectural Control Committee for reapproval.

Section 6.02 Reasons for Architectural Control: The primary purpose of Architectural Control, properly exercised, is to protect the value of homes in the development. This control is not to be viewed as a means for suppressing expressions of individuality.

Secondary purposes of Architectural Control are:

1. To protect the developers' investment in unsold lots.
2. To give the owners essential information regarding the development.
3. To offer advice to insure the best possible solution of the design problem for all concerned.
4. To help insure the neighborhood that nothing shall be done on any lot which would impair the attractiveness of any other lot.

ARTICLE 7.00

SPECIFIC PROVISIONS AND USE RESTRICTIONS

Section 7.01 Type of Housing: No duplexes or other multi-family housing shall be permitted.

Section 7.02 Completion and Value: Exterior construction of buildings on any lot shall be substantially completed within one year of the start of construction. The primary residential building within Timber Trails Estates of any lot owner shall, upon completion, have a market value of at least $40,000, exclusive of the land value. The appropriate market value shall be reviewed by the Board of Directors at least every three years and a report given to the membership at the next annual meeting.

Section 7.03 Construction Other Than Houses: Timber Trails has been specifically zoned to allow construction of stables. Refer to county zoning ordinance for specific details.

Section 7.04 Adoption of Codes: In order to maintain reasonable control of construction for the benefit and safety of the residents, all construction shall be done under the requirements of the latest edition of the following codes:

Uniform Building Code
Uniform Mechanical Code
National Electric Code
Iowa State Plumbing Code

Section 7.05 Restriction During Construction:

1. All construction operations shall be continued to the lot on which construction is in progress.
2. Excavation and filling shall be done in a manner such that natural drainage is not altered to the degree that damage is caused to adjacent properties.

Section 7.06 Location of Structures: As a general rule lot owners are encouraged to build as far back from the main drives and roads as is practicable. Further, on those lots that are clear in front and wooded in back, lot owners are encouraged to build immediately in front of the trees, just in the tree line, or back in the wooded area, leaving the open area free for use as a meadow.

In no instance shall any part of a house or garage be located any closer than 30' from the front line. Corner lots shall be deemed to have two front property lines. Side lot set back shall not be less than 30'. Rear yard set back shall not be less than 50'. One stable of approved design, location and size may be erected on any lot.

Section 7.07 Temporary Structures: The Association shall have the right, power, and authority to establish reasonable rules and regulations governing the erection, placing, and use of temporary structures on any lot. Such structures shall include the following: trailer, basement, tent, shack, shed, barn, garage, construction storage building, etc.

Section 7.08 Off-Street Parking: Each lot owner shall provide off-street parking in an amount adequate for individual

needs. As a general rule no vehicles shall be routinely parked on any roads.

Section 7.09 Exterior Finishes and Color: The following exterior finishes are acceptable for structures of all kinds:

1. Re-sawn plywood, stained or un-stained
2. Rough sawn boards, stained or un-stained
3. Other similar siding materials such as shingles
4. Brick
5. Stone
6. Concrete masonry
7. Smooth painted sidings
8. In General:
    a. Type of siding or masonry material shall be submitted for approval.
    b. Color selection of materials, stains, and paints shall be submitted for approval.
    c. Nature tones are recommended.
    d. White and other light colors for paint and materials are not acceptable; light reflectance shall not exceed 35%. (Trim is excepted from this restriction.)
9. Roofing materials shall also have a light reflectance not to exceed 35%. Recommended materials are:
    a. Cedar shakes and shingles
    b. Medium to dark asphalt shingles
    c. Other composition shingles
    d. Built-up roofs with medium to dark aggregate surfacing (where visible)
    e. Other acceptable materials as approved.

Section 7.10 Electrical Service: At the proper time as required to coincide with house construction operations the Developer will arrange with the power company for the extension of overhead electrical service to each lot at no cost to the Lot owner. The lot owner must arrange for the installation of underground power service from the utility company's pole to the house or any other structure. Any expense associated with temporary or permanent service connection, including the underground service, shall be paid by the lot owner.

Section 7.11 Sewage Disposal: The Developer shall provide a lagoon-type sewage treatment system, with aerator, and a system of sewer mains from the lagoon to each lot line. Every home or other structure must use the Timber Trails sewer system exclusively as the method of disposing of domestic sewage. Each lot owner shall be responsible for the cost of running the sewer line from the lot line to the home or other structure. This provision shall not apply to the present Van Orden house.

Section 7.12 Water Service and Meter: At the proper time as required to coincide with house construction operations, the Developer will provide water of adequate volume and pressure to each lot at no cost to the lot owner.

Section 7.13 Water Charges: Charges for water used will be based on the total actual cost including any reserve fund decided upon by the Association, any repair costs, and the cost of electricity. Charge will be made based on the portion of water used and will be assessed once yearly unless other arrangements are made by the Association.

Section 7.14 Exterior Maintenance: It shall be the responsibility of each lot owner to do the following:

1. Provide for maintenance of trail easements located on his property. Maintenance shall include cutting of weeds, removal of dead trees, fallen branches, and trash, and other work as required to make trails accessible for hiking and riding. Maintenance shall not destroy the natural character of the timber. Wild flowers and bird nesting and feeding areas shall be preserved. Should other lot owners desire to provide maintenance of trail easements either due to lack of maintenance by lot owner, or due to a desire to enhance to the natural beauty of the trail easements, said lot owner shall allow such work to be done without objection.
2. Keep out al noxious weeds using care not to destroy wild flowers and other natural vegetation.
3. Provide for the removal of all trash, refuse, and unsightly objects of any nature.
4. Provide for the care and treatment of existing trees, removing only those necessary for building construction, and due to death, disease, and damage from wind and weather. If protective measures are required to control disease, all property owners shall cooperate to control the condition(s).

Section 7.15 Maintenance of Common Areas: All common areas (see definition) shall be maintained by the Association for the benefit of all members.

Maintenance shall be as determined by the Association but shall at least include requirements set forth in Section 7.14, paragraphs 1, 2, 3, and 4.

Maintenance of the ditch, bank and shoulder along with the county roads shall also include mowing and other work as required to maintain the areas in a reasonably attractive condition. All filling, grading, and drainage work shall remain the responsibility of the County.

Section 7.16 Street Construction and Maintenance: At the proper time as required to coincide with house construction operations, the Developer will provide for grading of streets and placing of crushed rock. Subsequent maintenance shall be the responsibility of the Association taking into consideration the following:

1. The Developer provides all maintenance until the fifth lot is sold. (See Sections 4.03 and 5.06).

Section 7/17 Trail Easements: Each lot owner shall grant other lot owners the right of using those portions of the trails on his property and shall allow the reasonable use of these same areas by other than lot owners as hereinafter provided. Trails are not to be considered as being provided for the general use of the public but reasonable occasional use by friends and relatives of Timber Trails residents shall be allowed, subject to review and control by the Board of Directors. The Board of Directors shall designate a system of trails for walking and riding horses, taking into account the terrain and vegetation and attempting to minimize and equalize the burden placed upon each lot owner. The system may be reviewed and changed from time to time.

No fences or other obstruction shall be placed closer than 20 feet from the property lines between lots, thus maintaining a 40 foot strip allowing ample space for a trail for walking and riding horses, without written permission from the Board of Directors. Such permission, once granted, may be withdrawn at any time and upon withdrawal such fence or structure must be removed. Such permission or withdrawal of permission shall be based solely upon whether such fence or other obstruction is incompatible with the system of trails adopted by the Board of Directors. The granting of such permission shall not constitute a waiver or abandonment of the easement provided in the first paragraph hereof.

Section 7.18 Trees and Plantings: The Developer reserves the right but shall not be required to set out street trees according to a master plan using a variety of hardy trees. The Developer reserves the right but shall not be required to set out shrubs, plants, trees, and flowers in any reasonable location, assortment, color, size, and number on any street right-of-way, cul-de-sac, or common property. No trees on any lot, road right-of-way, or common area shall be cut down without the written permission of the Board of Directors of the Association; reasonable rules and regulations shall govern pruning and clearing of trees and shrubs.

Section 7.19 Fire Protection: Fire protection is available from Solon, Iowa. In addition, each home owner shall maintain in top working order a minimum of one 17# all purpose Class ABC chemical fire extinguisher and one 2 1/2# carbon dioxide extinguisher. The units will be furnished at cost by the Developer to the home owner at the time the house is constructed.

Each home owner agrees to come to the aid of any neighbor in the case of a fire emergency. All fire extinguishers discharged in controlling a fire shall be re-charged at the expense of the Association with the exception of those belonging to the owner of the property on which the fire occurred.

All persons shall exercise caution in use of fire for incineration of leaves, rubbish, other debris, and for other purposes. The Association reserves the right to establish appropriate regulations regarding fires.

Section 7.20 Suppression of Nuisances: The Association shall have the right, power, and authority to establish reasonable rules and regulations for the prevention and suppression of nuisances.

Section 7.21 Restriction of Motor Driven Vehicles: No motor driven vehicles except for maintenance service shall be permitted on the trails.

Section 7.22 There shall be no hunting within Timber Trails Estates nor shall there be any discharge of fire arms for sport or recreation without the approval of the Board of Directors.

Section 7.23 Businesses, Trades, and Signs: No offensive trade shall be permitted. Neither shall businesses or trades which generate an excessive amount of traffic be permitted.

No business signs shall be permitted.

Section 7.24 Livestock: Livestock shall be allowed in accordance with County Zoning provisions as related to A2 districts,

provided, however, the number and type of animals shall be subject to review and approval by the Board of Directors; provided, further, however, that as long as the Declarant Lucas S. Van Orden III retains as owner at least 10 acres of the SW 1/4 NE 1/4 Section 26, Township 80 North, Range 6 West of the 5th Principal Meridian, the number and type of animals shall not be subject to review and approval by the Board of Directors as to animals owned by him or members of his family and kept on such land retained by him.

Section 7.25 Right to Sub-Divide: No lots may be re-sub-divided with the exception that the following described tract:

> Commencing at the NW corner of Lot 10, being the point of beginning; thence S 9° 53' 54" E, 75.00 feet along the west line of Lot 10, thence S 81° 43' 57" E, 237.52 feet to the SE corner of Lot 11; thence N 66° 27' 20" W, 270.46 feet along the south line of Lot 11, to the point of beginning.

being a part of Lot 10, may be conveyed separately from that Lot.

Section 7.26 Method of Recording Lot Transfer: The transfer of lots from Developer to owner at time of purchase shall be by reference to the recorded plat of the appropriate part of Timber Trails Estates. The plat itself is in the nature of a deed, and it shall be used to settle the property interest of all parties concerned.

Section 7.27 More Restrictive Regulation to Prevail: In the event of a conflict between these Protective Covenants, Conditions and Restrictions and any zoning law, ordinance, or regulation, the more restrictive shall prevail.

Section 7.28 Rights of Harvey W. Henry Family: In view of his efforts in developing Timber Trails Estates, Harvey W. Henry shall always be allowed one vote in the affairs of the Association, and members of his family shall always be allowed to use the Common Areas without the necessity of paying any association dues or assessments. He and members of his family shall have these privileges of voting and of use regardless of whether he or any member of his family is the owner of a lot within the sub-division; provided, however, that if one or more swimming pools are built, Harvey W. Henry shall share in the expense of construction and maintenance of at least one of them.

Section 7.29 Swimming Pool Association: In the event that certain members of the Homes Association wish to build a swimming pool, then a separate swimming pool association shall be set up with Homes Association members participating on a voluntary basis. No objections may be made by any non-participating member regarding reasonable use of a portion of a common area for construction of a swimming pool. Other members of the Homes Association may join the Pool Association at any later date by paying a proportionate share of the construction costs plus interest at 7% into the Pool Association treasury; any such amount then being used to defray pool operational expenses, or said amount may be divided among Pool Association members on majority vote of its members.

Homes Association members who do not become Pool Association members by participating in pool construction costs may nevertheless use the pool providing however that they pay into the Pool Association treasury yearly an amount determined to be fair and equitable to the Pool Association members. In setting said yearly amount due consideration shall be given to the fact that said users have not contributed to the costs of construction.

Until such time as Pool Association members might make other rules, swimming shall be allowed under the following conditions:

> Instead of paid lifeguards and supervisors, each home owner shall be given a key to the pool enclosure for use by his family. The children may swim with or without parental consent, at the option and liability of the parent. Timber Trails Homes Association, Inc. or the Swimming Pool Association shall in no event be liable for any injury or death to a user of the pool.

Section 7.30 Additions to Timber Trails Estates: The Declarants reserve the right to include part or all of the NE 1/4 NW 1/4, Section 26, Township 80 North, Range 6 West of the 5th Principal Meridian in Timber Trails Estates at any date in the future up to and including January 1, 1993, without a vote of the association members. No other land may be added to Timber Trails Estates at any time unless approved by a two-thirds vote of the Class B membership votes present and voting at a duly called meeting of association members. Land added after January 1, 1993, may include the land described above.

Section 7.31 Use of Lot: The Association shall have the right, power, and authority to establish reasonable rules and regulations governing the use of lots.

Permitted uses shall include the following: recreation, camping, gardening, and other uses generally associated with life in a rural residential housing area.

ARTICLE 8.00

GENERAL PROVISIONS

Section 8.01 Enforcement: The Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.02 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 8.03 Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the votes of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the votes of the Lot Owners. Any amendment must be properly recorded.

Section 8.04 Notices: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Owner.

ARTICLE 9.00

Section 9.01 Release of Interests: Gloria J. Henry, wife of Harvey W. Henry, and Dianna E. Van Order, wife of Lucas S. Van Orden III, join herein for the purpose of releasing their statutory interests in the above described real estate.

IN WITNESS WHEREOF, the undersigned, being the Declarant Harvey W. Henry herein, and his spouse, Gloria J. Henry, and the Declarant Lucas S. Van Orden III and his spouse, Dianna E. Van Orden, have hereunto set their hands this 12th day of January, 1968.

_____
HARVEY W. HENRY, Declarant

_____
GLORIA J. HENRY, Wife of Declarant

_____
LUCAS S. VAN ORDEN III, Declarant

_____
DIANNA E. VAN ORDEN, Wife of Declarant

STATE OF IOWA)
) ss.
COUNTY OF JOHNSON)

On this 12th day of January, 1968, before me, the undersigned a Notary Public in and for said County, in said State, personally appeared Harvey W. Henry and Gloria J. Henry, husband and wife; Lucas S. Van Orden III and Dianna E. Van Orden, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

_____
NOTARY PUBLIC IN
AND FOR THE
STATE OF IOWA

Amendment #4

I. No structure or facility of the following enumerated types shall be located within the distances hereinafter set forth from a deep well within the Timber Trails Subdivision:

1. Well house floor drains to ground surface - 5 feet.
2. Water treatment plant wastes to ground surface - 50 feet.
3. Sanitary and industrial discharges to ground surface - 400 feet.

4a. Floor drains from well house to surface - none within 5 feet.

1. 5-10 feet water main materials enclosed in concrete permitted.
2. 10-25 feet must be water main material.
3. 25-75 feet must be watertight sewer pipe.

4b. Floor drains to sewers, water plant wastes, storm or sanitary sewers or drains:

1. None permitted within 25 feet.
2. If closer than 25 feet, must be water main material.
3. If between 75 and 200 feet, must be water-tight sewer pipe.

4c. Sewer Force mains:

1. None permitted within 75 feet.
2. If within 200 feet, must be water main materials, otherwise none within 400 feet.

5. Land application of solid waste - 100 feet.
6. Irrigation of Wastewater - 100 feet.
7. Concrete vaults and septic tanks - 100 feet.
8. Mechanical wastewater treatment plants - 200 feet.
9. Cesspools and earth pit privies - 200 feet.
10. Soil absorption fields - 200 feet.
11. Lagoons - 400 feet.
12. Chemical application to ground surface - 100 feet.
    Above ground chemical or mineral storage - 100 feet.
    On or underground chemical or mineral storage - 200 feet.
13. Animal pasturage - 50 feet.
14. Animal enclosure - 100 feet.
15. Animal wastes:
    a. Land application of solids - 100 feet.
    b. Land application of liquid or slurry - 100 feet.
    c. Storage tank - 100 feet.
    c. Solids stockpile - 200 feet.
    e. Storage basin or lagoon - 400 feet.
16. Earthen silage storage trench or pit - 100 feet.
17. Basements, pits, sumps - 100 feet.
18. Flowing streams or other surface water bodies - 50 feet.
19. Cisterns - 50 feet.
20. Cemeteries - 200 feet.
21. Private Wells - 200 feet.
22. Solid waste disposal sites - 1000 feet.

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[1] This document was compiled and reviewed by Leo Vitosh and Mike DiPardo in April, 2003. The accuracy of the document is not guaranteed. Rather, it represents the best faith efforts of those involved to provide a facsimile to the Association. The actual document is public and can be accessed through the Iowa Secretary of State's office.

It should be further noted that the original documents are not in this form. The actual filed documents at the Iowa Secretary of State's office are in the form of the original filing with four subsequent amendments. This document represents a compilation of the original filing and amendments into one readable linear document.