

RESTRICTIVE COVENANTS FOR
TWIN LAKES PLATS #1, #2 and #3
OFFICIAL PLATS IN WARREN COUNTY IOWA

WARREN COUNTY, IOWA
FILED FOR RECORD

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BOOK 2008 PAGE 1240
POLLY J. GLASCOCK, RECORDER

WHEREAS; Bruce W. Gerleman was the developer and original titleholder for Twin Lakes Plat #1 which includes Lots 1 through 15 in Twin Lakes Plat #1, an Official Plat, in DEPUTY Warren County, Iowa.

WHEREAS; Bruce W. Gerleman was the developer and original titleholder for Outlots J and L that were incorporated into and are now a part of Twin Lakes Plat #2.

WHEREAS; Locust Center, Ltd. an Iowa Corporation, is the developer and was the original titleholder to all the land in Twin Lakes Plat #2 .

WHEREAS; Locust Center, Ltd. an Iowa Corporation is the developer and original titleholder to all the land in Twin Lakes Plat #3.

NOW THEREFORE; THE UNDERSIGNED PROVIDES THE FOLLOWING INFORMATION AND CREATES THE FOLLOWING RESTRICTIVE COVENANTS FOR TWIN LAKES PLATS 1,2 and 3. THESE COVENANTS SHALL AMEND THE COVENANTS AS RECORDED IN Book 2001, Page 5583 and Book 2004, Page 11221. THESE COVENANTS SHALL BE BINDING UPON ALL PRESENT AND FUTURE OWNERS OF EACH AND EVERY LOT AND PARCEL OF GROUND IN SAID SUBDIVISION, ACCORDING TO THE TERMS HEREIN SPECIFIED AS COVENANTS RUNNING WITH THE LAND AND OF THE SAME FORCE AND EFFECT AS IF CONTAINED IN EACH SUBSEQUENT CONVEYANCE OF LOTS.

DEVELOPER - Bruce W. Gerleman was the Developer of the Twin Lakes Plat #1 and Outlots J and L. Locust Center, Ltd. an Iowa Corporation is the developer of Twin Lakes Plats #2 and Twin Lakes Plat #3. The Developer has subdivided the land according to the requirements of Warren County and the City of Norwalk. Additionally, the Developer has established these Covenants to enhance the value and ensure the quality of the Lots and homes in all of Twin Lakes Plats 1,2 and 3.

ASSOCIATION - The Organization whose membership consists solely of those persons or entities that own a Lot in any of the Twin Lakes Plats, except for Lot #15 of Plat #1. The initial member of the Association is Bruce W. Gerleman.

OWNER - Any person or entity that owns a Lot in Twin Lakes Plat #1, 2 and 3, except Lot #15 of Twin Lakes Plat #1. One Lot equals one vote in any election regarding Association business, except Lot #15 of Twin Lakes Plat #1.

BOARD OF DIRECTORS - The governing body of the ASSOCIATION. The responsibility of the BOARD OF DIRECTORS is to represent the ASSOCIATION in all

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matters concerning the OWNERS of the Lots in any of the Twin Lakes Plats. Additionally, the BOARD shall be responsible for administering the restrictive covenants, resolving disputes between OWNERS as they relate to the covenants, contracting for any and all maintenance of the common areas of Twin Lakes Plats 1,2 and 3, contracting for repairs and maintenance of the roads that serve Twin Lakes Plats 1,2 and 3, including Buchanan Trail, 83rd Lane and Boston Trail. Finally, the BOARD shall be responsible for assessing the OWNERS of the lots in Twin Lakes their pro-rata share of the cost of said maintenance and expenses necessary to maintain Twin Lakes Plats 1,2 and 3 as a first class development. The BOARD shall be comprised of an odd number of OWNERS. The BOARD shall be elected by a majority vote of the ASSOCIATION members. The BOARD shall serve a three year term. An election shall then be held to select a new BOARD. All BOARD members shall be eligible for re-election. The initial member of the BOARD OF DIRECTORS is Bruce W. Gerleman.

BUCHANAN TRAIL- The road that provides vehicular access and egress to Lots 4,5,6,7,10,11,12,13 and 14 of Twin Lakes Plat # 1, Twin Lakes Plats #2 and Twin Lakes Plat #3. A total of 39 lots are served by BUCHANNAN TRAIL. All lot owners served by this road shall share equally in the cost to maintain or repair this road.

83RD LANE- The road that provides vehicular access and egress to Twin Lakes Plat #3. Owners of the lots in Plat #3 shall be solely responsible for costs incurred for the repairs and maintenance of 83rd Lane. All such costs shall be divided equally between the 14 lot owners of Twin Lakes Plat #3.

BOSTON TRAIL- The road that provides vehicular access and egress to Lots 7,8,9,10,11,12,13 and 14 of Twin Lakes Plat #3. Owners of these lots shall be solely responsible for costs incurred for the repairs and maintenance of Boston Trail. These cost shall be divided equally between these 8 lot owners. However, any such costs for repairs and maintenance incurred North of point C4, as shown on Twin Lakes #3 FINAL PLAT, shall be the sole responsibility of the owners of Lots 9,10,11,12,13 and 14. These costs shall be divided equally between these 6 lot owners.

FINANCIAL RESPONSIBILITY- The OWNERS of the Lots in Twin Lakes Plat #1, Outlots J and L, Twin Lakes Plat #2 and Twin Lakes Plat #3 shall incur absolutely no financial responsibility, or liability for the initial construction and or extension of Buchanan Trail, or any other improvements constructed as a part of the development of the Twin Lakes Plat #2 and Twin Lakes Plat #3.

PIPELINE EASEMENT - A fifty foot (50') wide easement on a strip of land generally running in a straight line from the Southeast to the Northwest has been granted to Midwest Gas to operate, inspect, repair, replace or remove a pipeline that is a carrier of petroleum products. The pipeline is buried forty two inches (42") deep in soil and twenty four (24) inches deep in rock. The easement adjoins Lots # 1,2,6,7 and 14 of Twin Lakes Plat #1, Lots J and L of Twin Lakes Plat #2 and Lots 1,2 and 3 of Twin Lakes Plat #3. There shall be no digging, removal of soil, grading, planting of trees or disturbance of the

ground whatsoever in the easement area. CAUTION! IT IS DANGEROUS TO DIG IN THIS AREA! A copy of said easement shall be provided to Lot OWNERS.

PIPELINE EASEMENT - An eighty foot (80') wide easement on a strip of land generally running in a straight line from the West to the East has been granted to Enron Liquids Pipeline L.P. to operate, inspect, repair, replace or remove a pipeline that is a carrier of liquid petroleum products. The pipeline is buried forty two (42") deep in soil and twenty four (24") deep in rock. The easement dissects Lots # 8, 10, 11, 12, 13 and 14 of Twin Lakes Plat #1; and Lots 1,2,3,4,5,6 and L of Twin Lakes Plat #2. There shall be no digging, removal of soil, grading, planting of trees or disturbance of the ground whatsoever in the easement area. CAUTION IT IS DANGEROUS TO DIG IN THIS AREA! A copy of said easement shall be provided to Lot Owners.

1. All Lots describe herein shall be used solely as single-family residential lots and no structure shall be erected on any lot except as shall be approved by the Board of Directors of the Association as provided herein.

2. No building shall be erected nearer than fifty feet (50') to the front or rear lot lines and fifteen feet (15') to the side lot lines. The front yard depth shall be measured from the right-of-way lines. All lot area, width and yard requirements are subject to the zoning ordinance and subdivision regulations of Warren County, Iowa.

3. For purposes of construction, front lot line, as used in these restrictions, shall mean that side of the Lot which fronts on the road area extending into the Lot.

4. No residential Lot shall be re-subdivided.

5. Every home in this plat shall contain a minimum square footage of finished floor space as outlined below in sections 5.a. through 5.h. Computation of finished floor space shall not include porches, breezeways, garages, attics, cellars or basements.

a. One-story dwellings must have a ground floor finished area of not less than 2,000 square feet.

b. One and one-half story dwellings must have not less than 1,500 square feet of finished area on the ground floor and a total on the main and second floor of not less than 2,000 square feet.

c. Two-story dwellings must not have less than 1,500 square feet of finished area on the ground floor and a total on the main and second floor of not less than 2,000 square feet.

d. Split-entry dwellings must not have less than 2,000 square feet of finished area, with a minimum square footage of 1,300 square feet on the main floor.

e. Split-level dwellings must have no less than 2,000 square feet of finished area, with a minimum square footage of 1,300 square feet on the main floor.

f. All dwelling units must have at least a 3-car attached garage or triple basement garage. A detached garage may be permitted so long as it is built in the same style and with the same materials as the house.

g. No building shall be moved onto any Lot.

6. Driveways shall be concrete, asphalt, brick, or rock.
7. No mobile home or manufactured home, shall be placed upon or erected on any Lot.
8. No House, shall be constructed on any Lot unless it has a driveway running from the street to the House, which driveway must be of sufficient area to park at least two vehicles entirely off the street. Said vehicles shall not be permanently parked in the driveway.
9. The exterior of the House, garage and or any other structure located on any Lot shall be constructed to blend with the terrain and compliment each other with like materials of wood, brick, stone stucco or wood siding. The use of natural appearing materials is required as well as earth-tone colors. Roofing shall be architectural metal, slate, tile, wood shakes, wood shingles, textured asphalt shingles or fiberglass shingles weighing at least 245 pounds per square.
10. No exposed tile or cement block foundations shall be permitted on any House or other structure. All exposed exterior concrete block wall materials shall be painted or covered in a manner which is harmonious with the environment.
11. No solar collectors or solar panels of any type shall be allowed in the construction of any House or Outbuildings, unless the design of same is approved by the Board of Directors.
12. All necessary construction permits shall be obtained by the builder prior to the commencement of actual construction. All construction shall be in compliance with all Warren County building codes.
13. Construction of any improvement on any Lot, including clean up, must be completed within one year from the date it begins. Construction shall be confined to the Lot on which construction is in progress.
14. All areas disturbed by construction or utility installation must be sodded or seeded upon the completion of construction at the sole cost of the person or entity under whose direction the construction was done.
15. No exotic animals, livestock or fowl shall be kept or maintained on Lots except customary household pets. Dogs shall not run free. If more than two dogs or cats are kept on any Lot, then indoor kennel facilities shall be provided.

16. The Owner of each Lot, shall maintain such Lot and control erosion on the Lot.
17. Natural drainage of the Lots shall not be impaired except for that which is reasonably necessary in construction of residential dwellings, but in no event shall it be altered to such an extent that damage is caused to common areas or other Lots.
18. Certain drainage easements have been or will be reserved over certain portions of some Lots. Maintenance of all areas encompassed by those easements shall be at the sole cost and expense of the Owner of the Lot over which these easements run.
19. No fences, walls or hedges may be constructed on any Lot without the prior approval of the Board of Directors. Additionally, the Board may require the construction of fences, walls, hedges or storage structures to conceal or store any item, including but not limited to motor vehicles, trailers, boats, recreational vehicles and the like.
20. No commercial kennels or any other animal, reptile or fowl breeding shall be allowed at Twin Lakes.
21. Mail, trash and milk delivery containers shall be subject to approval of the Board of Directors to assure proper appearance in harmony with other such receptacles.
22. No wells may be drilled on any Lot. This covenant does not preclude the drilling of a geo-thermal shaft for a heating and cooling system.
23. All Owners shall provide approved and adequate sewage facilities or septic tanks on each Lot when a residence is constructed. These facilities shall not be shared with adjacent property owners. No sewage lines or laterals may be run into any ponds, creeks or ravines. All applicable governmental regulations shall be complied with. Septic tanks shall be buried underground.
24. No mercury vapor exterior lighting shall be allowed. Exterior lighting shall be architecturally appropriate and not harsh.
25. A perpetual easement is reserved for road purposes as shown and laid out on the final plat of Twin Lakes Plat 1, as recorded in the office of Warren County, Iowa recorder. The road shall be named Buchanan Trail. The road shall provide access and egress to Lots 4,5,6,7,10, 11, 12, 13, 14, J, L, Twin Lakes Plat #2 and Twin Lakes Plat #3. All

Owners of the Lots served by this road shall share equally in the costs of snow removal, repair and maintenance of the road. Except that, if any specific damage to the road or road right of way is attributable to an Owner or a contractor working for any Owner, or a guest of an Owner, said damage shall be repaired at the sole cost of that Owner.

26. Owners shall be responsible for any costs of carrying electricity, natural gas, cable television, phone, water or any other utility to their residence. All of these services shall be buried underground. There shall be no elevated cables wires, pipes, poles or lines of any kind on any Lot.
27. No Lot shall be used for any purpose other than for single-family residential purposes, except that the home office of a physician, dentist, artist, attorney, architect, real estate agent, broker or developer, engineer, teacher or other recognized professional shall be allowed in his or her home. No automobile, motorcycle, truck, farm implement or machine repair facility of any kind shall be permitted. No retail business of any kind shall be permitted. No advertising sign or display shall be permitted, except as approved by the Board of Directors.
28. Any dog run, or other outside structure of like nature shall be properly screened by reasonable shrubbery or decorative wood fence or both.
29. No aluminized chain link fence, snow fence or temporary fence of any kind shall be permitted on any Lot. No fence of any kind shall be permitted in the lakes. Vinyl coated chain link fencing or wood in earth tone colors, may be permitted around a dog run, tennis court or pool. In some instances, appropriate landscaping may be required by the Board of Directors.
30. No above-ground swimming pools shall be permitted.
31. No clothesline shall be constructed on any Lot.
32. No tower shall be constructed on any Lot. Satellite and communication dishes are permitted with a maximum diameter of 20". The dish must be unobtrusive and properly screened.
33. Any LP gas tank located on any Lot shall be buried below ground.
34. No temporary structure, no trailer or other outbuilding shall be used at any time as a residential dwelling on any Lot.
35. Preservation of natural flora and fauna is encouraged to the extent that

Bruce W. Gerleman

By: Bruce W. Gerleman an individual

Bruce W. Gerleman President

By: Bruce W. Gerleman President

Locust Center, Ltd.

2-18-08

such preservation does not detract from the value or enjoyment of the residents of Twin Lakes. It is anticipated that steep hillsides, gullies, ravines and creek beds may be left in their natural state. However, no part of any Lot shall be allowed to exist as an eyesore or danger to the welfare of any other Owner. The Owner of a Lot shall not allow it to become overgrown and shall keep it clear of any noxious weeds and debris.

36. One dock or landing per Lot owner with lake frontage shall be permitted on that lake the Lot fronts. Owners of Lots with lake frontage shall be responsible for erosion control and bank stabilization of their Lot. Owners of Lots with lake frontage shall be jointly and severally responsible for the maintenance and liability of the dam and lake upon which their Lot fronts. Dredging of the Lakes may be required. Access to the lakes is limited to those Owners of Lots (and their invited guests) with Lot frontage on the water of the lake fronted. Fishing, stocking and management of the lakes shall be done according to the booklet FARM POND MANAGEMENT, as published by the Iowa Department of Natural Resources. Copy of said booklet shall be provided to Lot Owners.
37. No offensive activities, including light or noise which disturbs the peace and harmony of other Owners shall be permitted.
38. All trash receptacles and garbage cans shall be stored in garages or approved enclosures on each Lot. This restriction shall not preclude the placement of these containers outside on the days of pick-up.
39. Nothing shall be constructed upon or removed from the common areas or right of ways of Twin Lakes.
40. All vehicles shall be housed in a garage. No boat, snowmobile, recreational vehicle, trailer, bus, tractor, automobile or vehicle of any kind shall be stored or parked on any Lot unless enclosed in a garage or outbuilding. No large trucks or semi-trailer trucks shall be permitted in Twin Lakes.
41. Each Owner shall be responsible for the repair, maintenance and replacement of utility services serving the Lot which is owned.
42. Each Owner and guests shall obey all valid laws, zoning ordinances, regulations of all governmental bodies having jurisdiction and the covenants, rules and regulations of Twin Lakes.
43. The Board of Directors of the Association shall have the authority to

levy assessments and adopt rules governing the use of the Lots and common areas.

44. Agents or contractors hired by the Board of Directors may enter any Lot when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided any such entry shall inconvenience the Owner of said Lot as little as possible.
45. Neither the Owners, the Association nor the Board of Directors shall interfere or object to the completion of the improvements and or the sale of Lots in Twin Lakes or the development and subsequent sale and construction of new homes on the Lots in Twin Lakes Plat #2 and Twin Lakes Plat #3.
46. Failure of the Association or any Owner to enforce any covenant of the Association shall not constitute a waiver of the rights to enforce the same thereafter.
47. The above and foregoing restrictive covenants and restrictions are for the mutual benefit of all Owners of Lots in Twin Lakes. The covenants may be amended or supplemented so long as 66% or more of the Lot owners agree. One Lot equals one vote. The OWNERS of the Lots J and L and the Lots in Twin Lakes plat #2 and Twin Lakes Plat #3 shall earn the right to vote on ASSOCIATION matters at the time their Plat receives final approval from the Warren County Board of Supervisors and is filed of record at the Warren County Recorders Office.
48. If a member of the Association violates any of the above covenants then the Board shall be authorized to do the following:
 1. Give member a written notice of said violation sent by certified mail.
 2. Member shall have 60 days from receipt of notice to cure said violation.
 3. If member refuses or is unable to cure said violation, the Board is authorized to file a lien on the members lot and house.
 4. If the member refuses to cure said lien, the Board is authorized to retain an attorney and bring legal action against said member, with the cost of said legal action, including attorney's fees to be assessed to the losing party in the litigation.

The foregoing restrictive covenants hereby amend the covenants filed for Twin Lakes Plat #2 at Book 2004, Page 11221 and amend the original covenants filed for Twin Lakes Plat #1 at Book 2001, Page 5583 of the Warren County Recorder's Office. Signed and filed at Indianola, Warren County, Iowa on this day of 2008.