

**Deed of Dedication and Restrictive Covenants for
Wapsie Ridge Estates Subdivision**

Deed of Dedication of Wapsie Ridge Estates in rural Fairbank, Bremer County Iowa signed by Daniel G. Niebuhr and Anne J. Niebuhr:

Know All Men by These Presents:

That Daniel G. and Anne J. Niebuhr being desirous of setting and platting into 11 lots the land described in the attached Certificate of Survey by Paul H. Helland, a registered land surveyor (License No. 6505), dated this 18th day of June, 2007, do by these presents designate and set apart the aforesaid premises of a subdivision in rural Fairbank, Iowa, the same to be known as: Wapsie Ridge Estates in Bremer County, Iowa, all of which is with the free consent and desire of the undersigned.

Be it also known that the undersigned does hereby covenant and agree for itself and its successors and assigns that each and all of the lots in said subdivision be and the same are hereby made, subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned, or its successors in interest June hereafter make for any of said lots, and such restrictions shall run with the land unless they are specifically released or amended as provided herein:

1. A. All lots in the subdivision shall be known and described as residential lots and no structure shall be erected on any lot or building plot other than for residential use, unless specifically approved by the "Building Committee" outlined in section 24 of this document. Furthermore, all 11 lots must have single-family dwellings (per current A-2 Bremer County zoning requirements), not exceeding two stories in height, together with a private garage. All one-story houses shall have a minimum ground floor area of 1600 square feet, all one and one-half story and split foyer houses shall have a minimum ground floor area of 1300 square feet, and all two-story houses shall have a minimum ground floor area of 1100 square feet. All said minimum ground floor areas shall be exclusive of porches, sunrooms, enclosed decks, and garages. Basements are optional and must be constructed using suitable concrete or treated wood construction methods. All garages must be attached to the dwelling and shall have a minimum width of 24 feet and a minimum ground floor area of 576 square feet, i.e., a minimum depth of 24 feet. Main vehicle door openings to all garages shall face away from Wapsie Ridge Golf Course property (towards Vine Avenue and/or 270th Street), except for smaller type door openings specifically designed for golf cart usage.

1. B. The front of all dwellings shall be on or behind the building lines indicated on attached Certificate of Survey. Furthermore, the front of all dwellings on lots 1 through 8 shall all have identical setback to be determined by the Building Committee and 1st dwelling builder on lots 1 through 8 from the 50' minimum building line offset from Vine Avenue, and dwellings on lots 9 and 10 shall have identical setback to be determined by the Building Committee and 1st dwelling builder on lots 9 and 10 from the 50' minimum building line offset from 270th Street. Dwelling setback on lot 11 shall not

be tied to any other lot in said subdivision, and will be determined by the Building Committee and dwelling builder.

1. C. All proposed construction within the subdivision must receive the approval of the "Building Committee" as hereinafter established in section 24 of this document.
2. No trailer, basement, tent, shack, garage, barn, or building of a temporary nature shall be used as a residence either temporarily or permanently.
3. Outdoor toilets (porta-potties) shall only be permitted during construction phase of dwellings prior to availability of permanent indoor facilities within the respective dwelling.
4. All buildings shall be of new construction. Movement of newly constructed or existing buildings from off-site shall not be permitted.
5. No "Geo-Desic Dome", underground type of home, prefabricated home, precut home, or factory-built home shall be permitted.
6. No house of cement block or hollow tile construction shall be erected or used upon said land unless the exterior is completely stuccoed or veneered with brick or other proper servicing materials.
7. No business nor any noxious or offensive trade shall be carried on or permitted on any of the lots in said subdivision, nor shall anything be kept, stored or done on any of said lots which June be unsightly or become an annoyance or nuisance to the neighborhood. "Burn Barrels" and "junk piles" are specifically prohibited.
8. No old or used structures shall be moved upon any of the lots in said subdivision, except for temporary use for "shop or storage areas" during construction phase of new dwellings. Any such temporary structures shall be promptly removed from said lots at such time as new dwelling structure can be suitably used for "shop or storage area" purposes to complete dwelling construction.
9. With the exception of household pets, no animals, poultry, rabbits, or livestock of any kind shall be kept or raised on any lot in said subdivision. No kennels shall be maintained on any lot in said subdivision.
10. All electrical transmission lines and service entrances, cable television or other transmission lines, and all telephone lines and services shall be installed underground on all lots in said subdivision.
11. Mail boxes and mounting posts shall be of a type and style specified and approved by the "Building Committee".

12. No RV (Recreational Vehicle) or trailer of any kind, whether camping, boat, house, utility or otherwise (other than passenger vans), shall be parked for a period of time exceeding 72 hours on any portion of any lot in the subdivision unless the same be entirely enclosed in a permanent, garage-like structure attached to the dwelling.
13. No bus, semi-trailer, trailer, or truck of any kind, except what is commonly described as a “pickup truck”, shall be kept or parked on any lot in said subdivision. This prohibition shall not apply to such vehicles driven in the said subdivision in pursuit of and conducting their “usual and customary” business.
14. No “large diameter” satellite TV antennae or dish June be maintained, constructed, or erected on any lot in said subdivision. Newer style, small diameter direct TV dishes June be used, provided they are attached to the dwelling or erected at least 10 feet from any property line and shielded from public view by suitable shrubbery and/or landscaping.
15. The owner(s) of person(s) in possession of any lot in said subdivision, whether vacant or improved, shall keep the lot free of debris and weeds and shall keep the lot mowed so that grass or other growth does not exceed six inches in height. Exceptions will be made for small, well-maintained plots of “native grasses” which June exceed six inches, but generally not more than one foot in height. Dwellings will also be maintained to a “reasonable standard of appearance” as judged and enforced by the building committee.
16. No exterior clotheslines shall be permitted on any lots in said subdivision, except an “umbrella” type line.
17. No shrubs or trees shall be planted so as to infringe upon adjoining property lines within said subdivision, based upon maximum expected growth, and shall be maintained so as not to infringe. Said shrubs and trees shall not be planted within utility easements.
18. All approaches and driveways in the subdivision shall be constructed and maintained to similar, minimum standards as current Vine Ave. and 270th Street frontage roads. This is currently a minimum of crushed rock surfacing. Asphalt pavement, concrete, or other suitable improved surfaces are also permitted.
19. No outbuildings of any type for storage or otherwise shall be allowed in the “rear” yard (facing Wapsie Ridge Golf Course) of any lot in said subdivision, unless for temporary use as stipulated in section 8 of this document. All outbuilding designs for side or front yard areas shall be of “pleasing” appearance and are subject to approval by the Building Committee.
20. No firewood or wood pile shall be kept outside a structure unless it in neatly stacked, placed in a “non-street or non-roadside” yard, and screened from public or neighbor view by suitable plantings or fencing.

21. Any footing drain tiles, roof leaders, or sump pump systems installed in conjunction with the construction of a residence within said subdivision shall not be expelled into any seepage bed system or on a public street or road, but must be expelled into the front or rear yard of the lot.
22. All seepage bed systems shall be constructed in the rear yard of each lot in said subdivision and shall meet the requirements of Bremer County Code.
23. For the mutual benefit of Wapsie Ridge Estates and its successors in interest in the ownership of any and all of the lots in said subdivision and of such public and private corporations and agents as June have occasion to serve, service, or supply any of said lots with water, sewer, gas, electricity, or communication services, the undersigned does hereby expressly reserve and establish the following permanent easements in relating to each lot in said subdivision. Bremer County, Iowa and surrounding communities, or any public or private agency supplying any of said public utilities shall have the right to conduct, maintain, and operate such public utility lines as permanent underground service facilities within the easement lines of said lots as shown on the plat of said subdivision hereto attached. The proprietors, agents, and workmen of all such service companies or public utilities shall have the right of reasonable access to their said services and installations for the proper construction and maintenance of their lines, systems, and equipment.
24. Anything in the foregoing Restrictive Covenants to the contrary notwithstanding, no building or structure shall be erected, placed, or altered on any lot in this subdivision until the building plans, specifications, and plot plan, showing all buildings, patios, pools, ponds, fences, and all other structures, and showing the location thereof and side yard distances, rear yard distances, front yard distances, driveways and type of construction, and building elevations have been approved in writing as to the conformity and harmony of external design and quality workmanship and materials with existing structures in the subdivision, and as to the location of said structures with respect to topography and furnished ground elevation by a committee composed of Daniel G. Niebuhr, Anne J. Niebuhr, and Brock D. Niebuhr (hereinafter called "Building Committee") or by a representative designated by a majority of the members of said Building Committee. The Building Committee shall have absolute authority to disapprove of any proposed building plans which the Building Committee feels do not comply with the intentions and high standards of design and construction of Wapsie Ridge Estates for the overall plan of the subdivision. Such plans, specifications, and plot plans shall be submitted in duplicate to the Building Committee. In the event of death or resignation of any member(s) of the Building Committee, the remaining member(s) of the Building Committee shall have full authority to appoint new members of the Committee to fill any such vacancy. In the event of simultaneous death of all Building Committee members, the estate executor of Daniel G. and Anne J. Niebuhr shall appoint new Building Committee members. If the Building Committee or its designated representative(s) fail to approve or disapprove the proposed design and location of new construction within 30 days after

said plans and specifications have been submitted to it, such approval will not be required, and these covenants will be deemed to have been fully complied with. The powers and duties of the Building Committee, and of its designated representatives, shall cease after all 11 lots in the subdivision have been sold and all building plans have been finalized and approved.

25. All of the provisions hereto shall be enforceable by appropriate legal proceedings by any present or future owner of the legal or equitable title to any lot in said subdivision. Invalidation of any one or more of the within restrictions by judgment or decree of a court of law shall not be regarded as affecting the validity of any of the other provisions hereof, not shall any judicial determination with respect to any of the restrictive provisions hereof be regarded as affecting the validity of sufficiency of this instrument as a deed of dedication of said plat. All property subject to this Declaration shall also be subject to any and all regulations of Bremer County, Iowa and any other governmental entities having jurisdiction, including, but not limited to, zoning ordinances, building codes, and other regulations. Whenever there is a conflict between the provisions of these covenants and the ordinances, statutes, or regulations the County, State, Federal, or other applicable governmental entity having jurisdiction over Wapsie Ridge Estates, that provision which is most restrictive shall be binding.
26. The undersigned and all persons and corporations hereafter acquiring any right, title, or interest in any of the lots in said subdivision shall be taken and held to have agreed and covenanted with the owners of all other lots in this subdivision and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the construction of building thereon, for a period of 21 years from the date of filing of said plat, and this deed of dedication for record. Within the period of 21 years and in accordance with Iowa Code Sections 614.24 and 614.25 (2007 Code of Iowa) or their successor provisions, these covenants, restrictions, and stipulations June be extended for an additional period of 21 years upon compliance with Sections 614.24 and 614.25 of the 2007 Code of Iowa. In the event an extension of the covenants, restrictions, and stipulations is not filed within the period of 21 years or successive 21 year periods, then the covenants, restrictions, and stipulations contained herein shall terminate at the end of the existing period of 21 years.

27. None of the forgoing covenants, restrictions, and stipulations within this document shall be applied to the current residence of 3135 270th Street, Fairbank, Iowa; currently owned and inhabited by Loren Niebuhr. Nor shall said covenants, restrictions, and stipulations be applied to the current property owned and operated as Wapsie Ridge Golf Course, Inc., outside of the described 11 lots commonly known as Wapsie Ridge Estates.

Signed and dated this 16th day of June, 2007:

Daniel G. Niebuhr

Anne J. Niebuhr

Daniel G. Niebuhr

Anne J. Niebuhr

Revised for June 16, 2007 marriage of Dan Niebuhr and Anne Rathjen