

Prepared by and after

Recording Return to: Timothy R. Williams 505 5th Avenue, Suite 535, Des Moines, IA 50309 515-280-3300

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLOW PINES PLAT 1, AND WILLOW PINES PLAT 2, OFFICIAL PLATS, IN
WAUKEE, DALLAS COUNTY, IOWA.**

Willow Pines LLC., an Iowa limited liability company, being the owner of the following described real estate, to-wit:

Lots 1-39, inclusive, in Willow Pines Plat 1, and Lots 1-13, inclusive, in Willow Pines Plat 2, Official Plats, now included in and forming a part of the City of Waukee, Dallas County, Iowa, (sometimes referred to herein as the "Property" and sometimes as "Willow Pines").

does hereby establish and place residential covenants, conditions and restrictions ("Covenants") upon the Property which shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of the Property, and which shall run with the real estate and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS.

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- A. Willow Pines Plats 1 and 2, shall mean the property located in the residential subdivision of Willow Pines, Official Plats, now included in and forming a part of the City of Waukee, Iowa.
- B. "Declarant" shall mean Willow Pines LLC., or its successors or assigns.

- C. "Lot" shall mean any buildable individual parcel of land that is shown upon the recorded plats of Willow Pines.
- D. "Building Plot" shall mean one or more platted Lots on which a home is to be located.
- E. "Owner" shall mean the record holder, whether one or more persons or entities, of the fee simple title to or vendee under an installment real estate contract of any Lot.
- F. "City" shall mean the City of Waukee, Iowa, a municipal corporation.

II. DESIGNATION OF USE.

Lots 1 to 39, inclusive, in Willow Pines Plat 1, and Lots 1 to 13, inclusive, in Willow Pines Plat 2, Dallas County, Iowa, shall be known and described as residential building Lots or Building Plots and shall not be developed with more than one "SINGLE FAMILY" dwelling for each platted Lot, and shall not be improved, used or occupied for other than private residential purposes, consistent with these Covenants and with the Zoning Ordinance of the City.

III. BUILDING AREA; RESTRICTIONS

A. No building or structure shall be constructed, altered, or maintained on any Lot or Building Plot other than a SINGLE-FAMILY home or any structure allowed by the City Zoning Ordinance. All single-family homes shall contain the following minimum square footages of finished living space and meet the following requirements:

Lots 1 through 3 and 24 through 39 in Willow Pines Plat 1:

- i. One-story/ranch dwellings must have a ground floor finished floor area of not less than 1650 square feet.
- ii. One and one-half story dwellings must have not less than 1,200 square feet of finished floor area on the main level and a total of all levels of not less than 2,200 square feet.
- iii. Two-story dwellings must have a total of not less than 2,200 square feet finished area.

- iv. Split entry dwellings must have not less than 2,200 square feet of finished floor area on the upper level, but a 70% credit will be given for finished floor area of lower level which is 50% or more exposed over finished grade;
- v. Split level dwellings must have not less than 2,200 square feet of finished area directly under the roof, but a 70% credit will be given for finished area of lower level which is 50% or more exposed over finished grade;
- vi. No building shall be erected on any Lot or Building Plot unless the design and location is in harmony with existing structures within the Property as determined in the building plans review process described below in Article IV; and
- vii. In the computation of square footages under this paragraph, any porches, breezeways, attached or built-in garages, finished basement areas or four-season porches shall be excluded.

Lots 4 through 23 in Willow Pines Plat 1:

- i. One-story/ranch dwellings must have a ground floor finished floor area of not less than 1,800 square feet.
- ii. One and one-half story dwellings must have not less than 1,800 square feet of finished floor area on the main level and a total of all levels of not less than 2,400 square feet.
- iii. Two-story dwellings must have a total of not less than 2,400 square feet finished area.
- iv. Split entry dwellings must have not less than 2,400 square feet of finished floor area on the upper level, but a 70% credit will be given for finished floor area of lower level which is 50% or more exposed over finished grade;
- v. Split level dwellings must have not less than 2,400 square feet of finished area directly under the roof, but a 70% credit will be given for finished area of lower level which is 50% or more exposed over finished grade;

- vi. No building shall be erected on any Lot or Building Plot unless the design and location is in harmony with existing structures within the Property as determined in the building plans review process described below in Article IV; and
- vii. In the computation of square footages under this paragraph, any porches, breezeways, attached or built-in garages, finished basement areas or four-season porches shall be excluded.

Lots 1 through 13 in Willow Pines Plat 2:

- i. One-story/ranch dwellings must have a ground floor finished floor area of not less than 2,200 square feet.
- ii. One and one-half story dwellings must have not less than 2,200 square feet of finished floor area on the main level and a total of all levels of not less than 3,400 square feet.
- iii. Two-story dwellings must have a total of not less than 3,400 square feet finished area.
- iv. Split entry dwellings must have not less than 3,400 square feet of finished floor area on the upper level, but a 70% credit will be given for finished floor area of lower level which is 50% or more exposed over finished grade;
- v. Split level dwellings must have not less than 3,400 square feet of finished area directly under the roof, but a 70% credit will be given for finished area of lower level which is 50% or more exposed over finished grade;
- vi. No building shall be erected on any Lot or Building Plot unless the design and location is in harmony with existing structures within the Property as determined in the building plans review process described below in Article IV; and
- vii. In the computation of square footages under this paragraph, any porches, breezeways, attached or built-in garages, finished basement areas or four-season porches shall be excluded.

B. All structures built in Willow Pines shall blend in with the terrain rather than contrast with it. The use of natural materials is encouraged, i.e., stained wood, stone, brick and warm-toned shingles, as well as soft, earth-tone colors. All exposed concrete foundations on front elevations only must be covered with brick, stone, veneered or stucco textured; provided, however, that other foundation sides may be exposed but not to exceed twenty-four (24) inches above grade. Any exposed portion of a foundation as permitted herein shall be painted to match the remainder of the structure. At least 40% of the front of each home shall be brick or stone veneer. All structures built in Willow Pines shall be shingled with materials and be in colors acceptable to the Declarant described below in these Covenants.

C. All residences shall have, at a minimum, an attached 3-car garage. Detached garages shall not be permitted. Out buildings are permitted to the extent allowed by City Code. All driveways shall be constructed of Portland cement concrete. Each dwelling shall provide off-street parking for a minimum of three cars, in addition to the attached garage. In computing the off-street parking capacity, the area immediately adjacent to the garage doors shall also be included. No garage doors over ten feet in height shall be permitted.

D. No fences may be built forward of the centerline of the house built on a Building Plot or Lot. Yard fencing is discouraged. There shall be no fencing or other obstructions on any sanitary sewer easement or drainage easement unless approved in writing by the City. All fences shall be no more than six (6) feet in height and shall be a black, vinyl-clad cyclone fence or decorative steel fences acceptable to the Declarant in the review process described below in paragraph IV.

E. No satellite dish shall be located upon any Lot unless it meets the following requirements:

- i. It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in an acceptable fashion;
- ii. It shall be located so that no part of the device is in front of the home it serves unless it is impossible to locate it elsewhere and make the dish workable;
- iii. It shall not exceed two (2 1/2) feet in diameter;

iv. It shall be constructed of metal material, gray or black in color, or, to the extent technically feasible, be painted to match the color of the home it serves; and

v. Ground mounted satellite dishes shall be permitted.

F. No light poles shall be used or placed upon any Lot that extend more than 10 feet above grade. All light poles shall be of a residential design. All pole lights shall be positioned and directed so as not to directly shine onto any adjoining Lot or constitute a nuisance to any adjoining Lot Owner.

G. No exterior towers or antennas of any kind shall be constructed or permitted on any Lot or installed on any structure; however, television or radio antennas shall be permitted in the attic of a residential dwelling or structure.

H. In ground swimming pools are permitted.

I. No trash receptacles or garbage cans shall be permitted to be placed outside of a building or a structure on any Lot unless hidden by an attractive screen or landscaping of suitable height and variety.

J. Any play sets erected shall be earth-tone in color, not exceed ten (10) feet in height, be properly maintained, and located only in the rear yard of a Lot.

K. Outbuildings shall be permitted; provided, however, garden sheds shall be permitted so long as:

i. They are no larger than permitted by the City.

ii. They are constructed with the same siding and roofing material as the home on the Lot or Building Plot and painted the same color as the home.

iii. They are not metal sheds but shall have the same appearance as the home on the Lot.

iv. They meet the City's 35 foot rear yard setback requirement.

L. No manufactured homes or buildings, mobile homes or mobile buildings shall be placed on or erected on any Lot. No houses or buildings shall be moved into or onto any Lot. All homes and buildings shall be constructed in

place on a Lot; provided, however, panelized construction of a home on a Lot shall be permitted. Modular built homes may be allowed but only with the approval of the Declarant as described below in Article IV.

M. The minimum setbacks as specified in this Declaration shall be measured from the Lot line from which the setback is being measured to the nearest building or structure. No buildings or structures (except for permitted fences, drive entrance columns, or mailboxes) shall be constructed or maintained within the required minimum setback area. The definition of the terms "front yard", "side yard", "rear yard", "building", "structure" or other similar term relating to setbacks shall be the same as that definition contained in the City's Zoning Ordinance now or in the future and the setbacks shall be the same as required by the City's Zoning Ordinance now or in the future. Lots shall also be subject to all setbacks, easements and restrictions shown on the plat of Willow Pines filed of public record. The following specific bulk requirements shall apply to the Property:

- i. Lot Area: Minimum of 10,000 square feet.
- ii. Lot Width; Minimum of 80 feet; provided, however, that Lot dimensions on the cul-de-sac Lots at the end of any street shall be as shown on the Final Plat of Willow Pines.
- iii. Front Yard Setback: Minimum of 30 feet.
- iv. Rear Yard Setbacks: Minimum of 35 feet.
- v. Side Yard Setbacks: Minimum of 8 feet on both side yards; provided, however, that for Lots

N. Items such as garbage cans, clotheslines, lawn or garden equipment, building materials and other similar items shall be stored out of public view. Garbage or trash receptacles may be placed curbside the evening before pick-up and shall be returned to acceptable storage out of view by the evening of the day of pick-up. Firewood shall not be stored on the front or side of a house. Firewood shall be neatly stacked behind the house out of sight from public view and shall not consist of more than one stack which shall not be in excess of 4' x 4' x 8' in size. Furthermore, any repair of motorcycles, automobiles, vehicle, boats or equipment shall be done completely out of public view.

O. No vehicles offensive to the neighborhood shall be stored, parked or abandoned on any Lot or street. Nothing in this paragraph, however, shall

prohibit the parking of usual and customary construction equipment and vehicles during the time construction takes place on a Lot or street.

P. Upon taking possession of a Lot, Owners agree to comply with all erosion control requirements applying to their Lot, including but not limited to the following:

- i. Owners, their agents, assigns, heirs and/or building contractors shall take all necessary precautions to properly and lawfully manage storm water runoff; to prevent, stabilize, and/or control erosion; to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot; and, in the event any of the above requirements are not met, to promptly clean up all eroded sediment and to restore all affected areas to their original condition and take all remedial steps required pursuant to applicable law, including City of Waukee requirements;
- ii. Owners shall comply with all applicable Federal, State and local erosion control ordinances and permits which pertain to the Lots, including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No. 2 ("the Permit") and having in place a Storm Water Pollution Prevention Plan (commonly called "SWPPP") as required by the E.P.A.;
- iii. If the Declarant or a Lot Owner is cited for or notified about an alleged violation of any erosion control provision, or storm water management requirements which occurs after an Owner takes possession of a Lot, by a governmental authority, including the City of Waukee, for a condition existing on or coming from the Owner's Lot, or migrating beyond the Lot, or other violation of law, the Owner shall promptly take the required remedial action and corrective measures requested by the governmental authority and the Owner shall also indemnify and hold the Declarant harmless from and against any and all claims, damages, fines, attorney fees, assessments, levies and/or costs incurred by the Declarant related to the citation or notice caused by the Owner's action or inaction; and

- iv. If in the opinion of the Declarant erosion is not properly controlled, corrective action may be taken by the Declarant, and an automatic easement granted to implement the corrective action, and the actual costs thereof plus an administrative fee, as determined by the Declarant, shall be assessed against the offending Lot.

Q. Drainage and water runoff from an Owner's Lot shall not adversely affect any other Owner, Lot or street and each Owner shall indemnify and hold harmless all other Owners and the Declarant from and against any and all damages or liability caused by an Owner's violation of this paragraph regarding drainage and water runoff.

R. There shall be no signs posted on or within Willow Pines except those approved by the Declarant and except reasonable "For Sale" signs maintained by Declarant or any agents or brokers regarding sale of Lots by Owners. In no event shall any sign permitted by this paragraph be placed on any City right of way.

S. There shall be a limited noise level of thirty (30) decibels allowed to be emitted from any Lot when measured from any other Lot. Exceptions shall be lawnmowers, snow blowers, chainsaws, or other standard exterior maintenance equipment and construction work, for which levels may reach sixty (60) decibels but only between 7:00 A.M. and 9:00 P.M.

T. Any chemical, fertilizer, herbicide or pesticide that may be used on any Lot shall be maintained, applied and disposed of in an environmentally responsible and lawful manner, Declarant reserves the right to ban or further regulate any chemical fertilizer, herbicide or pesticide pursuant to rules and regulations adopted by Declarant.

U. No person shall change the grade or elevation of any easement area within the Property reserved by the Declarant or dedicated to the City or other entity nor construct any fence or place any obstruction on or over the easement area unless approval has been obtained in writing from the City.

V. No steel, aluminum or vinyl siding or masonite board shall be allowed to be used for siding on any home or garden shed exterior. Siding commonly known as "Concrete Lap Siding" shall be permitted as well as comparable concrete siding.

W. Pursuant to City policy, a pedestrian sidewalk shall be required over Lots in Willow Pines. Lot Owners shall construct the sidewalk at Lot Owner's expense.

IV. REVIEW OF BUILDING PLANS

No home, building or structure shall be erected upon any Lot until site plans and building plans have been first submitted to the Declarant and found in compliance with these Covenants and the Architectural Standards attached hereto as Addendum A, and hereby made a part of these Covenants, and approved in writing by Declarant. The Declarant shall consult with its architect in this review process. If the Declarant ceases or neglects to perform this review and approval function, the Lot Owners shall have the right to elect a three-member committee to assume this role by a majority vote of Lots in each plat (with each Lot entitled to one vote).

V. NOXIOUS ACTIVITIES; LIVESTOCK.

No noxious or offensive activity, sound, vibration, noise or odors shall be permitted on or to escape from any Lot, nor shall anything be maintained or done thereon which is or may become an annoyance, offensive or a nuisance either temporarily or permanently.

No animals, livestock, chickens or other poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other common domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall the number of dogs or cats or other domestic pets be maintained on any one Building Plot or Lot at any one given time exceeding the limit established by the ordinances of the City. Dogs shall be kept in strict accord with the applicable leash ordinances of the City. Owners of dogs and cats or other pets shall promptly clean up after their pets, including droppings in the Owner's yard, droppings on sidewalks, streets, or other Lots.

Pet enclosures shall be located only in rear yards and shall be at least twenty (20) feet from any Lot lines. Said enclosures shall be constructed of black, vinyl-clad cyclone fencing, and fully screened with landscaping (preferably evergreens).

VI. LANDSCAPING AND CARE.

When dwellings are completed, all Building Plots or Lots shall be fully sodded, from the front Lot line to the rear Lot line except where the topography or tree cover does not make sodding practical or except when an approved equal to

sodding has been approved by the City at the time of issuance of a building permit for such Building Plots or Lots.

When dwellings are constructed on a Building Plot or Lot, the following trees must be planted thereon unless such trees are already in place: A minimum of two (2) two and one half-inch (2 ½") caliper trees shall be planted in the front yard.

VII. WEED CONTROL.

The Owner and/or person in possession of each Lot, whether vacant or improved, shall keep the same free of rubbish, trash, weeds, and debris. If said Owner or person in possession fails to keep a Lot free of rubbish, trash, weeds and debris as required in this paragraph and is in receipt of written notice delivered by certified mail from Declarant or by any Lot Owner within seventy-five (75) feet of such Lot, to cut such weeds and remove such debris within ten (10) days but has failed to take appropriate corrective action, the Declarant or the Lot Owner giving such notice, as the case may be, may enter upon the Lot or Outlot to cut or cause to be cut such weeds, or to remove or cause to be removed such rubbish and/or debris, and said Declarant or Lot Owner shall have a right of action against the Owner of such Lot for collection of the cost thereof, including the right to assess the cost against the offending Lot.

VIII. TEMPORARY STRUCTURES OR EQUIPMENT.

No building or structure of a temporary character or any vehicle, including but not limited to trailers, recreational vehicles, motor homes, basements, tents, shacks, garages or Outbuildings shall be constructed or used at any time as a residential dwelling on any Building Plot or Lot either temporarily or permanently.

IX. RECREATIONAL EQUIPMENT.

No recreational vehicle, all-terrain vehicle, motor home, boat, snowmobile, motorcycle, personal water craft, or trailer or similar devices may be parked or stored upon any Lot for more than seven (7) days during any calendar year, unless the same is located in a garage.

X. COMMERCIAL ACTIVITY PROHIBITED.

No home occupation or business, nor any commercial activity, shall be conducted on any Building Plot or Lot, except as permitted by the City Zoning Ordinance.

XI. EASEMENTS.

The Property is subject to easements for installation and maintenance of utilities, landscaping, and drainage facilities shown on the recorded plat of Willow Pines or by separate easements recorded at the time the Final Plat of Willow Pines is filed. The Owner and/or a person in possession of a Building Plot or Lot shall, at his or her expense, maintain, keep and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building or structure of any kind, nor permit any growth of any kind within said easement which might interfere in any way with the use and patrolling of any of the utility services landscaping or drainage within the easements or contemplated to be installed within the easements in the future and fully comply with all of the terms of said easements.

XII. MAILBOXES.

Declarant shall have the right to establish written standards regarding mailboxes within the Property to ensure uniformity and to prevent distractions, subject to any City regulations. These standards may include the color, type, style, lettering, nature and location of mailboxes. The United States Postal Service, however, may now or in the future establish rules and regulations which may require Declarant to modify the mailbox standards. In the event of any conflict between the United States Postal Service rules and regulations and the terms of this paragraph regarding mailboxes, the United States Postal Service rules and regulations shall control without the need to amend or modify these Covenants. Notwithstanding anything in this paragraph to the contrary, however, a subdivision gang mailbox will be required and individual mailboxes on each Lot shall not be permitted.

XIII. MONUMENT FEE. Upon closing of the initial Lot sale the Owner shall pay a one time fee of Four Hundred Dollars (\$400.00) to Developer for the installation and related expenses of the monument signage near the entrances of the plat.

XIV. ENFORCEMENT OF COVENANTS

The Covenants shall be deemed to run with the land to which they apply, and the Declarant or any Owner may bring an action in any court of competent jurisdiction to enforce these Covenants and enjoin their violation or to seek

damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity.

XV. AMENDMENTS TO COVENANTS.

So long as Declarant owns any Lots or the Outlot within the Property, it shall have the absolute right to make minor amendments to this Declaration in order to correct any typographical errors without anyone's consent. Likewise, the Declarant shall have the right to make minor amendments to this Declaration to address any oversights; clarify any provision thereof; or to carry out the intent of this Declaration or to address development issues not contemplated at the date hereof, or address issues raised by the City, all without the necessity of obtaining any approval or consent of any Lot owner or any other person except that the City shall have the right to review and approve such minor amendments other than correction of typographical errors. The following requirements of these Covenants, however, shall never be amended by the Declarant except for correction of typographical errors: (i) Minimum Lot square footages; (ii) Minimum Lot widths; (iii) Minimum home square footages; and (iv) the requirement that the Property be used only for Single Family purposes.

XVI. PERIOD OF COVENANTS.

All of the foregoing Covenants, Conditions and Restrictions set forth in this Declaration shall continue and remain in full force and effect at all times and as to the Property, regardless of how title was acquired, from the date of filing of this Declaration until the 1st day of December, 2033, unless amended by an affirmative vote of two-thirds (2/3) of the Lots within the Property (with each Lot entitled to one (1) vote). Any Lot Owner or Declarant or its successor in interest shall be vested with authority to file any extension of these Covenants, Conditions and Restrictions with the Dallas County Recorder if required by law to extend them beyond their initial twenty-one (21) year term.

XVII. ENFORCEABILITY AND WAIVER

A. In the event that any one or more of the foregoing Covenants, Conditions or Restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the Covenants Conditions and Restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

- B. All Property subject hereto shall also be subject to any and all rights and privileges of the City or acquired or hereafter acquired by the City by dedication, conveyance, filing or recording of plats or covenants as authorized by law. Wherever there is a conflict between these Covenants, Conditions or Restrictions and/or the zoning ordinance or law of the City, County or State, wherein the Property is located, that requirement which is the most restrictive shall be binding.

XVIII. ARCHITECTURAL REVIEW PROCESS

The Architectural Review Process as well as all standards and criteria applying to development of Lots within the Property are set forth in Addendum "A" attached hereto and by this reference incorporated in and made a part of these Covenants.

DATED THIS 10 DAY OF Nov., 2014

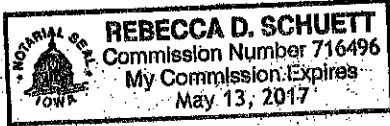
Willow Pines LLC

By: _____

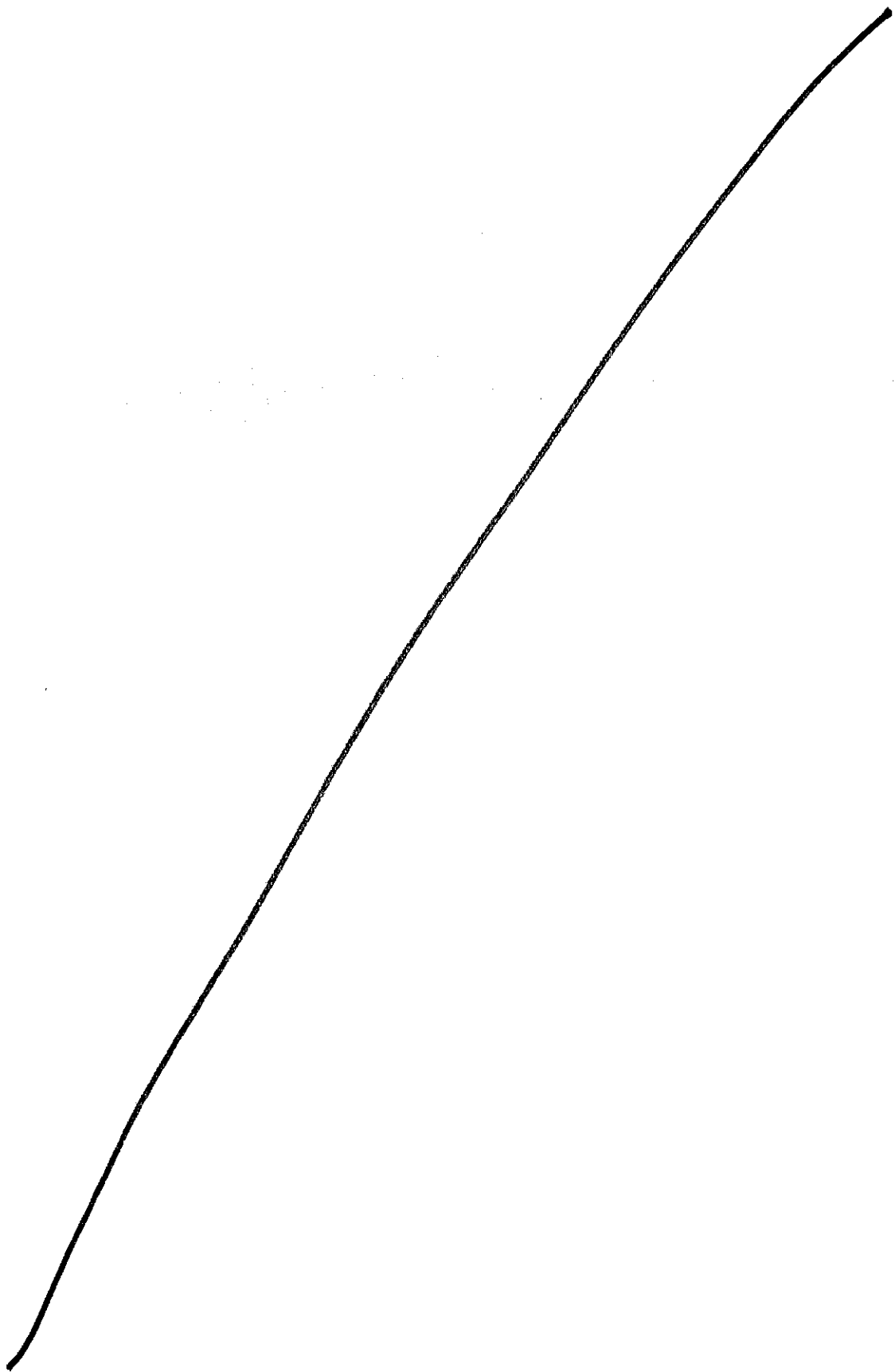
Terry Lutz
Manager

STATE OF IOWA)
 Dallas) SS
COUNTY OF ~~POLK~~)

On this 10th day of November, 2014, before me, a Notary Public in and for the said State, personally appeared Terry Lutz, to me personally known, who being by me duly sworn did say that that person is Manager of Willow Pines, LLC, that said instrument was signed on behalf of the company.



Rebecca D. Schuett
Notary Public in and for the State of Iowa
My Commission Expires 05/13/2017



ADDENDUM A

ARCHITECTURAL REVIEW PROCESS

The Declarant will review all designs, plans and construction for:

- Consideration of primary site design issues.
- Sensitivity to the special landscape potential of the homesite.
- Compatibility in architectural design.
- Compliance with Covenants, Conditions and Restrictions applying to Willow Pines Plats 1 and 2.

These Guidelines have been created to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings and specifications. These Guidelines may and will be changed from time to time by the Declarant to meet the spirit and intent of the Declaration of Covenants, Conditions and Restrictions for Willow Pines Plats 1 and 2.

By encouraging quality and attention to detail, the aesthetic harmony as well as natural tranquility and overall property values in Willow Pines should be enhanced and preserved for the benefit of all present and future homeowners.

As long as Declarant owns any Lot in Willow Pines Plats 1 and 2 this review process shall be conducted by Declarant.

ARCHITECTURAL STYLES

These Guidelines are not intended to dictate specific architectural styles that must be used within the community, but rather to give property owners, their architects or designers a set of guidelines that will make the entire community a more attractive place in which to live. These Guidelines are created to encourage a community of individual outstanding architectural statements that, when viewed together, produce a pleasant environment.

Architectural designs should be customized for each homesite to maximize the natural features that exist. Traditional styles such as Colonial, English Country or French Country are preferred. Contemporary styling is also acceptable when it is consistent with traditional features such as rooflines and materials.

INTENT OF DECLARANT

Willow Pines Plats 1 and 2 are designed to be a unique community of homes. The community's Covenants, Conditions and Restrictions do not list specific design items necessary for plan approval. Rather, the power to approve or disapprove individual building plans is the responsibility of the Declarant. The Declarant does not seek to restrict individual creativity or preferences, but rather to maintain within the overall community the aesthetic relationship among homes, natural amenities, and surrounding neighbors.

The Declarant will use these Guidelines for the purpose of review but may individually consider the merits of any design due to special conditions that provide benefits to the adjacent areas, the specific site, or to the community as a whole.

Prior to the commencement of any construction activity, including any grading or excavation, an APPLICATION FOR APPROVAL of such work must be submitted by the Lot Owner or their representative to the Declarant. Applications are available from the Declarant. Approval by the Declarant must be received in writing prior to the start of any clearing, grading or construction. The authority to approve or disapprove building and landscape plans is set forth in the Covenants, Conditions and Restrictions for Willow Pines.

DESIGN REVIEW PROCEDURE

Pre-Application Research

The Lot Owner is responsible to acquaint his or her building team with the Declarant, these Guidelines and the process for approval.

The City of Waukee has jurisdiction over Willow Pines. The City should be contacted at the beginning of the planning process to insure compliance with its requirements. Compliance with all governmental regulations is the obligation of the Lot Owners.

Preliminary Design Review

To establish the design concept, the owner or designer may meet informally with the Declarant to discuss and consider approaches, ideas, designs, and to review any preliminary design sketches which they may have had prepared. If the owner so chooses, a submittal of the exterior elevation drawings and a site plan showing existing grades, property lines, and building setbacks should be provided for a preliminary review. After the preliminary review of the materials and design concept, the Lot Owner or his or her representative must submit a final set of blueprints (working drawings), a detailed site plan of the home and a landscaping plan showing type, size and quantity of plant material, for the final design approval.

The Lot Owner may elect to waive the preliminary review and go directly to the submittal of a final plan; however, the Declarant strongly encourages those who are building in the community for the first time to prepare a preliminary design for review. These Guidelines outline the basic requirements and characteristics of design employed by the Declarant in reviewing (and approving) plans, including architectural, site, and landscaping.

For the Declarant to begin the preliminary design review, a submittal package for preliminary design review should contain one (1) set of the following:

- a) Floor plans, drawn to $\frac{1}{4}'' = 1'0''$ scale.
- b) 4 exterior elevations, with enough detail to allow the Declarant to make an effective review of the plan. Items that should be included in the elevation drawings are: Identification of exterior materials, roof pitches, window and door treatments, decks, chimneys, posts and railings, etc.

NOTE: Items "a" and "b" may be in sketch form, that is, drawings of a preliminary nature, and need not be totally dimensioned and detailed, although room sizes and overall building dimensions should be included.

- c) A site plan drawn to scale of $1'' = 20'$, showing:
 - Property lines.
 - Contours, existing grades, proposed finish grades and drainage plan including ditches, swales and storm water retention areas.
 - Home location and setbacks.
 - Driveway and turn-around locations and dimensions.
 - Culverts, pipes, headwalls, the standard curb cut and mailbox location, sidewalks, patios, and A/C and garbage enclosure locations.
 - Proposed top of foundation and basement floor elevations.
 - Rear deck size and location.
 - All trees 6" in diameter and larger as measured 4' from ground level and designating those which must be removed.
- d) The Application for Approval form.

Final Design Review and Approval.

The design review procedure is structured to achieve a prompt review period from the final plan submittal to final plan approval. This procedure is as follows:

- a) Submit one (1) set of final plans as further defined below in paragraph f and two copies of the Application.

- b) Submit the exterior color scheme and material selections and brick and siding samples.
- c) If the Declarant, or the applicant so desire, meetings between the property Owner and/or his agent and the Declarant shall be held as soon as is practical to review the comments regarding the plans.
- d) When revisions of the items required to be modified are minor, the Lot Owner will be informed of the Declarant's action by letter. Plans needing to be extensively modified will require resubmittal. If the plans require no revisions, the Lot Owner will be notified of the approval by letter.
- e) **SITE INSPECTION:** Following plan approval and prior to construction, each Lot Owner or his agent shall request a site inspection for permission to clear the site once their home is staked in the field. Staking shall be done with a continuous ribbon defining configuration of residence and side property lines. Any individual trees to be removed outside the ribboned area shall be ribboned individually or in groups. Inspection shall be made within three (3) working days, weather permitting, of the request. Authorization to proceed with grading and construction operations will be issued immediately thereafter, provided the staking complies with the approved plans.
- f) **CONSTRUCTION PLANS:** Final plans should be submitted on adequately sized sheets, be in the order as stated below, and consist of the following information:

SHEET ONE: SITE PLAN 1" = 20' (minimum scale)

- Show the existing topography and the proposed finish grades. The grading plan must include all drainage information including swales, storm water retention areas and ditches. This grading plan will need to be approved by the Declarant before any earth is moved on the property.
- First floor and basement floor elevations must be shown with respect to the size and grades.
- Indicate driveway widths, drainage culverts, pipe and headwalls, standard curb cut, mailbox location, sidewalks, patios, air conditioning and garbage enclosure locations. The standard curb and mailbox detail are available from the Declarant.
- Show rear deck size with stairs to the lower grade.
- Indicate the garage back-up distance, at least 28' (30' recommended), with a minimum of 3' between the edge of the driveway and the property line.
- Show any extreme site conditions including terrain, trees to be retained and trees to be removed on the plan.
- Show all the proposed structures, improvements and the proposed and actual setback lines.
- Landscape plans must be submitted no later than the time the house goes under roof, but are encouraged to be submitted with the site plan. The landscape plan

should show the name, size, spacing, quality and quantity of plants to be planted drawn to scale and spaced to scale. A plant list is required designating the proposed landscape material.

- Show the lengths, designs, height, finish and location of retaining walls. Walls are encouraged to be concrete and faced with the same finish as the exterior wall material of the home.
- Attach the application form to the upper left corner of Sheet 1. All forms should be completely filled out and signed. Exterior color scheme and material selections must be submitted with the plans.

SHEET TWO: BASEMENT PLAN: 1/4" = 1'0"

- Walkout basements must indicate windows, doors, patio areas, stoops, deck columns, retaining walls, and all interior spaces.
- All floor plans are to correspond with the site plan's orientation.

SHEET THREE: FIRST FLOOR PLAN: 1/4" = 1'0"

- Indicate decks, patios, stoops, retaining walls, trash enclosures, air conditioning screening, front entry step sizes, materials and finishes, driveway areas and all interior spaces of the first floor.

SHEET FOUR: SECOND FLOOR PLAN: 1/4" = 1'0"

- Indicate lower roof projections, roof overhangs, chimney locations and all interior spaces.

SHEET FIVE: ROOF PLAN: 1/4" = 1'0"

- Indicate all roof areas and corresponding slopes.

SHEET SIX AND SEVEN: BUILDING ELEVATIONS: 1/4" = 1'0"

- Building elevations should be drawn along with floor plans to match the site plan orientation.
- Articulate all elevations, including hidden elevations, with finishes, window types, trims, and fascia details. Show the proposed finish grades against elevations, garbage screens, air conditioning location, screens, decks, rear stairs and the maximum height from the first floor to the uppermost roof peak. Also show exterior post and rail system details.

SHEET EIGHT: SPECIFICATIONS AND SCHEDULES: Scale is required.

- Final construction specifications may be included on drawings or in book form on 8 ½" x 11" sheets.
- The Declarant will retain the final drawings for a maximum period of one hundred eighty (180) days subsequent to approval. If work has not started or a continuance not received by the owner or owner's agent within the above time period, the approval will then automatically expire.
- A realistic construction schedule shall be provided as to the start and finish dates of construction. This should be submitted when final plan approval is obtained.
- Contractors are reminded of the requirement to keep sites clean. **Weekly clean-up is required.** The street right-of-way is also to be maintained and kept free of mud and debris. Silt fencing must be installed to prevent runoff into the street or onto neighboring property. If sites are not kept up or any damage to adjoining property occurs through the construction process, the owner will be notified by phone or letter of the violations by the Declarant. Owners or their contractors will have three days to respond before the work is performed by the Declarant, the cost of which will be collected from the owner or contractor or assessed against the owner's lot as permitted by the Covenants.

CONSTRUCTION

The Declarant will promptly offer its comments on the preliminary review. Upon final design approval, the plans will be ready for building permit application to the City and commencement of construction.

In addition to the final design approval from the Declarant, the Lot Owner must obtain a building permit from the City. Staking of the home prior to clearing and construction must be done in accordance with the site inspection requirements noted above.

PROCEDURAL FLOW CHART

The following flow chart represents the steps necessary to building a residence. Any deviation from these procedures could cause unnecessary delays or additional costs if approvals are not obtained prior to construction.

Submit Application with the required supporting materials and fees.

Declarant meets to review the application and supporting materials.

Letter is sent to applicant indicating approval of application

Building process begins.
Contact OneCall for location of Underground utilities.

Follow-up inspections are made by the Declarant.

REMODELING AND ADDITIONS

Remodeling and additions to existing improvements are required to meet the same criteria as new construction. All criteria concerning aesthetics, color, site location, architecture, landscaping, grading and excavations, roofs, height limit, solar collectors, satellite television, setback, lighting, hot tubs and spas, pools, etc. will be of significant concern to the Declarant. Approval is required for this work just as it is for new construction.

LANDSCAPE

A strong emphasis is placed on landscaping in the architectural review process. Quality landscaping is important to both the appearance of each individual home and the overall continuity of the community.

To insure that the overall beauty of the community is preserved and enhanced, the Declarant has the authority to approve or disapprove landscape plans for individual residences.

The determining factor of good landscape design should always be the architecture and location of the residence. The Declarant will take into account the various relationships between the

home, the site, and adjacent homes, views, and other amenities in making decisions regarding prospective landscape plans.

Landscape plans should be fully detailed and accurately drawn to an appropriate scale on a full-sized site plan. The plans should clearly show contours and elevations, drainage, and all pertinent site and architectural information including an accurate outline of the building with doors, windows, stoops, decks and other features accurately located and drawn. The particulars of outdoor surfaces such as walks, decks, patios, driveways, courtyards, etc. should also be specified. If spas or retaining or head walls are to be installed, architectural drawings of installations must be provided with a listing of the materials to be used.

The Declarant, has recommended various plant types to be used in the landscape plans. These plant materials have been selected because of their traditional influence in Iowa and their desirable characteristics for the entire community.

Upon selection of plant materials, the Lot Owner shall provide complete plant nomenclature for positive identification of these proposed materials. The sizes, in standards nursery "range of size" description should be given as well as the quantities of plants of each type proposed to be used in each planting group.

Any building plans shall clearly identify acceptable means for protecting trees from damage during construction and an Owner and his or her contractor or builder shall be responsible to implement the tree protection plan and to take any corrective action required by the Declarant.

VACANT HOMESITES

Some Lot Owners may elect to not start construction in Willow Pines for several years. While vacant, these homesites must be kept clear of dead material (including trees), fallen branches, debris, and other vegetation not compatible with other lots. Maintenance of a manicured lawn (sod) will not be required prior to building but yard areas must not restrict views from the street or adjacent homesites.

Existing grass and lawn areas must be trimmed or cut to a height of 6" or less and be clear of all weeds and unsightly vegetation. Any removal of trees must be reviewed by the Declarant prior to extraction. Failure to maintain property in an acceptable condition will result in notification to the Owner by the Declarant of the infraction. The Owner will have five days to complete the corrective work. If the Lot is not properly cleared or maintained, then the Declarant shall have the right to have the work performed at the expense of the Owner or assessed against the Owner's Lot as permitted by the Covenants.

SITE DEVELOPMENT

The Declarant will consider each site independently, but will give extensive consideration to the individual impact of each plan upon adjacent homesites and view corridors. Care must be taken to locate each structure, whenever possible, so as not to infringe upon view corridors, adjacent structures and homesites and natural amenities of the land.

Special consideration should be given to the topographical features of the homesite. It is important to the community that homes are located on the property in a manner that does not adversely affect views from the adjacent homes. Proper treatment must be given to the site's natural amenities including existing vegetation, environmentally sensitive areas and drainage channels. Driveway access and the height of structures will be studied closely by the Declarant.

SITE PLANNING

The siting of a house is a critical and important design decision. The site plan concept developed for each homeowner should reflect functional needs, but also be sensitive to the site's unique characteristics and inherent design opportunities.

Site surveys and topographical information are the responsibility of the Lot Owner. The Owner is encouraged to use a surveyor to obtain this information, and also to plot significant trees and site conditions.

Site and drainage plans will be closely studied to insure that proper storm water retention areas and/or diversion routes are designed to prevent run-off into sensitive areas or other homesites.

GRADING AND EXCAVATING

The design and development concepts of Willow Pines call for the maintenance of the existing grades in as much of the original condition as possible.

The Declarant is particularly conscious of site utilization and desires not to disrupt the natural terrain in most cases. Whenever possible, structures should be designed around the specific homesite. It is important to remember that the beauty of the development is the land and its natural features and that the architecture should complement and enhance rather than compete with or destroy this beauty.

In order to help insure compliance with the above philosophy, as part of the final design submittal, a grading plan will be required. Grading approval must be obtained from the Declarant before earth is moved or removed from a specific homesite. Absolutely no grading whatsoever shall be permitted without first obtaining this authorization.

All grading reviews shall be subject to the jurisdiction of the Declarant and shall be considered individually for each lot. Recommendations or demands will be based upon individual homesite locations, terrain, soil conditions, drainage, cuts and fills, and whatever other conditions the Declarant feels impact upon the site grading design.

DRAINAGE

Drainage considerations for individual sites play an important part of the overall ecological balance of the site. Water runoff for each individual building site must be handled by adequately sloping all area so that runoff can be directed to the natural drainage areas or to storm drainage facilities.

DESIGN CRITERIA

It is desirable for the homes to exhibit the individuality of their owners as well as the characteristics of the selected architectural style. But it is also important that they observe basic design principles inherent in good architecture:

- Is the residence located on the site with a minimum disruption to the natural topography, wooded area, and landscape?
- Will the various building materials allow a pleasing and harmonious exterior appearance for the residence?
- Are the colors appropriate and used with restraint?
- Is there a consistent scale used throughout the design of the residence?
- Is each element designed in proportion to the others?
- Are the specific features of the architectural style well developed and carefully detailed?
- Have these features been researched to achieve a degree of authenticity?

BUILDING SETBACKS

The City has established minimum standards for building setbacks for various types of residential structures and Lot Owners shall comply with the City requirements.

WALLS AND FENCES

Walls and fences should be considered as an extension of the architecture of the residence. They should serve to make a transition between the mass of the architecture and the natural forms of the site. All walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views. Fences, walls and hedges should be considered as design elements to enclose and define courtyards, to extend and relate the

building forms to the landscape, as well as to assure security and privacy elements. Walls and fences will not be allowed to serve as perimeter fencing. If the homeowner desires some screening of his boundary, he shall use natural bushes or shrubs, as approved by the Declarant.

All walls and fences must be approved by the Declarant or Committee prior to their installation. Maximum height for walls and fences is six (6) feet.

Retaining walls which attach to the residence should utilize the same materials that the wall comes in contact with. Landscape boulder retaining walls may be permitted.

EXTERIOR LIGHTING

Lighting should be used to enhance the overall design concept of the home in an aesthetically pleasing manner. Exterior and landscape lighting must not infringe upon adjacent neighbors. Therefore, glare shields are requested to eliminate bright spots and glare sources. Exterior lighting should utilize low-voltage or similar non-glare direct task type fixtures and they should be as close to grade as possible. As no bare light bulbs are permitted to be shown, these shields also help in bulb concealment. All lighting conduit and fixtures must be as inconspicuous as possible, especially by day if lights are above grade level. Exterior lighting must meet all City building codes and must be approved by the Declarant prior to installation.

GARAGES

The garage shall not be the focal point of the home or overwhelm the appearance of the home.

GOOD DESIGN

Terms such as "sound design" and "good taste" are difficult to describe and even more difficult to legislate. Good architectural design should incorporate architectural elements that have withstood the test of time, and each architect should strive to design a home that has integrity, continuity, and a sense of proportion.

The following elements are to be encouraged: Intelligent selection of details related to a well designed floor plan; sensitive interpretation of styles within constraints of budget and site; consistency of site planning, landscaping and architecture; and logical use of materials. Openings should be properly paced and spaced, the home should be compatible with surrounding structures, and have well executed details that are consistent with the architectural style.

The following elements are to be avoided: harsh contrasts of colors and/or materials; illogical or inappropriate combinations of scale; poorly executed details and extreme interpretations of the components of each style.

DESIGN FEATURES

- a) The main roof should be a minimum 4 vertical to 12 horizontal pitched roof, either gabled, hipped or a combination of the two. Any pitch lower than 7 vertical to 12 horizontal due to design features of the home may be allowed but only with the approval of Declarant as described in Article IV of the Covenants. Roof forms should be well organized and demonstrate the same character on all sides of the residence. Shed roof forms are discouraged. Eave lines should align whenever possible. Eaves and rakes should be articulated by multiple fascia boards, cove and crown molds or gutters. Gutters and downspouts shall be used at all eave lines unless deemed inappropriate. All roof structures such as attic vents, plumbing vents, etc. should be painted to match the roof colors and be positioned behind the roof crown.
- b) Windows and doors should reflect restraint in the number of types, styles and sizes. Consistency of detailing on all elevations should be maintained.
- c) The main entrance should have a sense of prominence that is reflected on the design. It should include either a pair of doors with or without sidelights or a single door with sidelights. The main entrance should contain more detail than other openings but be consistent in styling.
- d) A raised deck and its supports should incorporate materials that relate to the residence.
- e) Bay windows should be carried down to grade or express visual support of a cantilevered condition. When bay windows are stacked in a 2-story condition, the blank panel between all facets should be articulated.
- f) Masonry or stone facing used as veneer material on the front of a residence should return around a corner to a logical point of termination such as an inside corner. Ending the veneer at an outside corner that would expose the edge of the material is not acceptable. It would be preferable to carry the material completely around the residence.
- g) Flue pipes are required to be encased with a chimney enclosure. Roof vents and skylights should be on the rear side of the roof ridge.
- h) Chimneys should be properly located and substantial in mass. Chimneys should be designed with appropriate breaks for character.
- i) Dormers should be designed in keeping with the architectural style. Dormers must be correctly located on the roof and not be large or unproportional.

MATERIALS

- a) Exterior walls may incorporate any of the following: brick, stucco, stone, or wood. Bricks should be earth-tone in color. Brick textures should not have contrived surfaces.
- b) Acceptable roofing materials are heavy asphalt shingles.
- c) Windows and Doors; wood, vinyl-clad or aluminum-clad wood; glazing shall be clear or gray tinted only. NO reflective glass will be accepted.

- d) No redwood, steel, vinyl, or aluminum siding or composite or masonite board shall be allowed to be used for siding on any home or garden shed. Siding commonly known as "James Hardie Plank Concrete Lap Siding" or comparable concrete siding is preferred on all Lots. At least 40% of the front of the house must be brick, or stone veneer.
- e) Concrete or pavers should be used in the construction of all driveways and parking areas.

All color material selections will be reviewed during final design review. Colors and materials should be consistent with traditional architectural values.

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS IN WILLOW PINES PLAT 1 AND WILLOW PINES
PLAT 2, WAUKEE, DALLAS COUNTY, IOWA**
Recorder's Cover Sheet

Preparer Information (Name and Complete Address):

Timothy R. Williams 505 5th Avenue, Suite 535 Des Moines, IA 50309-2320 515/280-3300

Taxpayer Information (Name and Complete Address):

Willow Pines, LLC
1215 Park Hill Drive
Norwalk, IA 50211

Return Document to (Name and Complete Address):

Timothy R. Williams
505 5th Avenue, Suite 535
Des Moines, IA 50309-2320

GRANTORS

Willow Pines, LLC

GRANTEES

The Public

Legal Description: See Page 2

Document or instrument number of previously recorded documents: _____

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOTS 9, 10,
11, 12, 13 AND 14 IN WILLOW PINES PLAT 1 AND LOTS 9, 10, 11, AND 13 IN WILLOW
PINES PLAT 2, OFFICIAL PLATS IN WAUKEE, DALLAS COUNTY, IOWA

Willow Pines, LLC, an Iowa limited liability company (hereinafter "Owner") being the owner of
the following described real estate in Dallas County, Iowa, to-wit:

Lots 9, 10, 11, 12, 13 and 14 in Willow Pines Plat 1, and Lots
9, 10, 11, and 13 in Willow Pines Plat 2, Official Plats now
included in and forming a part of the City of Waukee, Dallas
County, Iowa (hereinafter the "Property"),

does hereby establish and place covenants, conditions and restrictions (hereinafter the
"Covenants") upon the Property which shall be held, sold and conveyed subject to the Covenants
which are for the purpose of protecting the value and desirability of the Property, and which shall
run with the real estate and be binding on all parties having any right, title or interest in the
Property, or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit
of each owner thereof.

1. Association. Owners of any of the lots in the Property hereinafter ("Lot Owners") shall be
members of Willow Pines Pond Owners Association, Inc. (hereinafter the "Association") in
accordance with the Articles of Incorporation and By Laws of said Association, which are
attached hereto as Exhibits A, B, and C respectively and which by this reference are incorporated
herein as if fully set out.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership and Voting. Every Owner of a Lot shall be a member of the Association.
Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject
to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership. Subject to
provisions of Section 2 of this Article, the Owners of a Lot shall be entitled to one vote for each Lot owned.
When more than one person holds an 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 shall more than one vote be
cast with respect to any Lot.

Section 2. Willow Pines, LLC as Sole Voting Member. Notwithstanding any other
provision of this Declaration, Willow Pines, LLC shall be the sole voting Member of the Association
for so long as it holds title to any Lot, or until Declarant waives, in writing, its right to be the sole
voting Member. As such sole voting Member, Declarant shall have the right to elect all Directors of the
Association and to cast all votes as it deems appropriate. Each Owner by acceptance of a deed to a Lot

shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

Section 3. Board of Directors. The voting Members shall elect a Board of Directors of the Association as prescribed by the Association's Bylaws. The Board of Directors shall manage the affairs of the Association.

Section 4. Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment hereunder against the Member's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Section 5. Notice of Member's Meetings. Unless the Articles of Incorporation or the Bylaws otherwise provide, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than five (5) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the president or secretary, or the officer or persons calling the meetings, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at the Member's address as it appears on the records of the Association, with postage thereon prepaid. So long as Declarant is the sole voting member of the Association, no regular or special membership meeting of the Association need be held.

Section 6. Duration. No dissolution of the Association shall occur unless another association or equivalent entity has been created to succeed to the duties and responsibilities of the Association under this Declaration.

3. **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly or annual assessments or charges, (2) special assessments for capital improvements and operating deficits, and (3) special assessments as provided herein; such assessments to be established and collected as hereinafter provided. The monthly or annual and special assessments, together with interest, late charges, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the joint

and several personal obligation of each person who was the Owner of such property at the time when the assessment fell due. Each Owner shall be responsible for a portion of such expenses equal to one over the number of Units completed for occupancy.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Lot Owners and for the improvement, maintenance, repair, replacement, removal and demolition of the pond, water detention area, and monument signage areas and for other purposes specifically provided herein.

Section 3. Maximum Monthly Assessments. Until January 1, 2015, the maximum monthly assessment for each Unit Owner shall be One Hundred Fifty Dollars (\$150.00) per Lot. Thereafter, the maximum monthly assessment may be increased effective January 1st of each year, beginning January 1, 2015. The Board of Directors shall fix the monthly assessment

A portion of such monthly assessments may be set aside or otherwise allocated in a separate reserve fund for the purpose of providing repair, replacement, removal and demolition. The Directors of the Association shall be responsible for establishing the funding levels required.

Once the Declarant or Association, as applicable, has given the Owners written notice of any change in the monthly assessment or any special assessment, the Declarant and Association shall not be required to submit monthly statements for assessments to any Owner. All monthly payments (and any special assessments that can be paid on a monthly basis) shall be made on the first of each month. Any special assessments that cannot be paid on a monthly basis shall be due and paid as stated in the notice of such special assessment, which due date can be no sooner than thirty (30) days after such notice is mailed to the Owners.

Section 4. Special Assessments for Capital Improvements and Operating Deficits; Fines. In addition to the monthly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement that the Association is required to maintain or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of all Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, with regard to class designation. If the Board of Directors adopts any schedule of fines as a remedy for violation of the rules and regulations of the Association or this Declaration, then the imposition of any such fine after notice and a hearing before the Board of Directors shall be a special assessment against the Owner found to be in violation and the Lot owned by such Lot Owner.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than five (5) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the 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 6. Uniform Rate of Assessment. Both monthly and special assessments (except for fines) must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall commence as to each respective Lot on the date of conveyance to an Owner of a Lot with completed Living Unit constructed thereon and for which a certificate of occupancy has been issued (with a pro rata portion of the monthly assessment being due from the Owner if the closing date is after the first of the month), and on the first of each month thereafter. LOTS OWNED BY THE DECLARANT THAT DO NOT HAVE COMPLETED LIVING UNITS CONSTRUCTED THEREON AND COMPLETED UNITS OWNED BY THE DECLARANT THAT ARE NOT SOLD, LEASED OR OCCUPIED OR THAT ARE USED AS MODEL UNITS OR SALES OFFICES SHALL BE EXEMPT FROM THE ASSESSMENTS DESCRIBED IN THIS SECTION 3. The maintenance responsibilities of the Association as to each Lot shall commence concurrently with the commencement of monthly assessments. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any monthly assessment not paid by the fifteenth of the month and any special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12% per annum or at the highest rate allowed by Iowa law, whichever is lower. In addition, any such assessment not paid within said time periods shall be delinquent and shall be assessed a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater. Any such late charge and interest on a delinquent payment shall also be part of the assessment against the Lot

and subject to the lien for assessments created by this Declaration. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of such assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of the Owner's Lot.

Section 9. Subordination of Assessments Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The assessment shall be paid prior to or at the closing of sale or transfer of any Lot. The sale or transfer of any Lot shall not terminate the assessment lien against such Lot; provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments against such Lot that became due prior to the date of such sale or transfer.

4. **Duration.** This Agreement shall run with the land and shall be binding upon all parties and all persons claiming under it until April 30, 2035, prior to which time this Agreement may be extended for an additional period of 21 years by filing a claim in accordance with Sections 614.24 and 614.25 of the Code of Iowa, as amended.

5. **Pond/Detention Basin.** There is a pond or water detention basin on the Property (hereinafter the "Pond"). The Association shall from time to time establish rules and regulations pertaining to the use of the Pond by the Lot Owners. Unless otherwise amended by the Board of Directors of the Association, the following restrictions shall apply to the Pond, to-wit:

- a. Only Lot Owners shall be allowed to use the Pond.
- b. No motorized water craft of any kind shall be allowed on the Pond.
- c. One (1)- twelve (12) foot non-motorized watercraft per Lot shall be allowed on the Pond.
- d. Each Lot Owner may have one dock adjoining their Lot, the repair and maintenance of which shall be at the sole cost of the Lot Owner. No dock shall extend into the Pond by more than 20 feet in length. All docks shall be stored at least ten (10) feet from the natural shoreline of the Pond.

e. No Lot Owner will alter or impede the shoreline or stabilization of the Pond, nor shall any Lot Owner plant any trees or other plantings or erect any structure within ten (10) feet of the shoreline of the Pond.

f. Upon written consent of the Association, a Lot Owner may stock the Pond with fish, at the Lot Owner's expense.

g. A Lot Owner may pump water from the Pond for irrigation purposes.

h. The terms and conditions of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement enter into between Willow Pines, LLC and the City of Waukee, Iowa, are hereby incorporated herein as if fully set out.

6. Access Easement. There shall be an access easement from the shoreline of the Pond on each Lot as shown by Exhibit C attached hereto to allow the Association access for maintenance and repairs of the Pond. No Lot Owner shall build or construct any structure (except for docks) in the easement area. Each Lot Owner shall keep the easement area free and clear of trees, brush, plantings and landscaping of any type at Lot Owner's expense.

7. Shoreline Stabilization. Each Lot Owner shall be responsible and pay for the installation, repair, maintenance and replacement of the shoreline stabilization abutting their Lot, including labor and materials relating thereto. The initial stabilization plan shall be noted on the plat drawings for Willow Pines Plat 1 and Plat 2. The Board of Directors may from time to time adopt new or additional stabilization requirements upon the Lot Owners.

8. Maintenance of Pond. The Association shall at all times maintain the pond, dam, and shoreline at the Association's expense, and in accordance with the Storm Water Management Facility, Maintenance Covenant and Permanent Easement Agreement executed concurrently herewith; provided, however, that the inspection, repair and maintenance of the pipes, inlets and outlets to the facility shall be the responsibility of the City of Waukee, Iowa.

9. Maintenance of Signage Areas. The Association is the owner of Outlots W, X, Y, and Z in Willow Pines Plat 1, an Official Plat, in Waukee, Dallas County, Iowa, which outlots are for the entrance and monuments signage to the development. The Association, at its expense, shall repair and maintain said outlots in a manner to be determined by the Board of Directors of the Association in compliance with any and all regulations and requirements of the City of Waukee, Iowa.

Dated this 10th day of Nov., 2014

WILLOW PINES, LLC

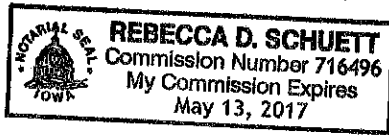
By: [Signature]
Terry Lutz, Manager

State of Iowa

} SS:

County of Dallas

On this 10th day of November 2014, before me, a Notary Public in and for the State, personally appeared Terry Lutz, to me personally known, who being me duly sworn did state that he is the Manager of Willow Pines, LLC and that said instrument was executed on behalf of the company.



[Signature]

Notary Public in and for
the State of Iowa

461759

660052 ARTI 520.00 KATH 2 5/2/13

ARTICLES OF INCORPORATION

OF

WILLOW PINES POND OWNERS ASSOCIATION, INC.

The undersigned acting as incorporator of a corporation pursuant to the provisions of the Revised Iowa Nonprofit Corporation Act under Chapter 504 of the Code of Iowa, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

NAME AND PRINCIPAL OFFICE

The Corporation shall be known as Willow Pines Pond Owners Association, Inc., and its principal offices shall be located in Waukee, Dallas County, Iowa.

ARTICLE II

CORPORATE EXISTENCE

The corporate existence of this corporation shall begin upon the date these Articles are filed with the Secretary of State, and the period of its duration is perpetual.

ARTICLE III

PURPOSE AND POWERS OF THE CORPORATION

This corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, control and preservation of a pond or ponds located adjacent to residential Lots in the Willow Pines subdivision in Waukee, Dallas County, Iowa, which are now or hereafter subject by covenants of record to assessment by the Corporation, and to provide for the welfare of the residents of such Lots and for these purposes to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in any Declaration applicable to the property and recorded or to be recorded in the office of the Dallas County, Iowa, Recorder, and as the same may be amended from time to time as therein provided;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of a Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation;

EXHIBIT A

4

- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation/association;
- (d) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell or transfer any property to any public agency, authority, or utility;
- (f) Participate in mergers and consolidations with other nonprofit corporations organized for similar purposes;
- (g) Exercise powers as a member of other corporations; and
- (h) Have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 504 Code of Iowa, may now or hereafter have or exercise.

ARTICLE IV **MEMBERSHIP**

Every person or entity who is a record owner of a fee interest in any Lot which is or hereafter becomes subject by covenants of record to assessment by the Corporation, shall be a member of the Corporation. A vendee in possession under a recorded contract of sale of any Lot shall be deemed the owner of such Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation.

ARTICLE V **VOTING RIGHTS**

1. All owners shall be entitled to one vote in the corporation for each Lot owned. When more than one person hold an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one Lot.

2. Notwithstanding the above, Willow Pines, L.L.C, an Iowa Limited Liability Company, shall be the sole voting member of the Corporation until Willow Pines, L.L.C. waives, in writing, this right to be sole voting member. While the sole voting member, Willow Pines, L.L.C., shall have the right to elect all Directors. Willow Pines, L.L.C. may assign its rights under this paragraph.

ARTICLE VI **REGISTERED OFFICE AND AGENT**

The address of the initial registered office of the Corporation is *505-5th Ave., Suite 535, Des Moines, Polk County, Iowa 50309-2320*, and the name of the initial Registered Agent at such address is *Timothy R. Williams*.

ARTICLE VII
BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is one, and the name and address of the person who is to serve as the initial Director is:

NAME

David J. Albright

ADDRESS

1213 Park Hill Drive
Norwalk, IA 50211

ARTICLE VIII
INDEMNIFICATION

1. The Corporation shall have all powers to indemnify and advance expenses to its directors, officers, employee, members and volunteers to the full extent permitted by Chapter 504, Code of Iowa.

2. The corporation shall indemnify and advance expenses to its directors, officers, employees and volunteers to the full extent and in the manner provided in Chapter 504, Code of Iowa. If Chapter 504, Code of Iowa is hereafter amended to authorize further indemnification or advancement of expenses to directors, officers, employees, members and volunteers, then the directors, officers, employees, members and volunteers of the Corporation shall be further indemnified and be entitled to further advancement of expenses to the full extent then authorized by Chapter 504.

3. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, member or volunteer, and shall inure to the benefit of the personal representatives, heirs, executors and administrators of such a person.

4. Any repeal or modification of the above provisions of this Article VIII shall not adversely affect any right of a director, officer, employee, member or volunteer of the Corporation for indemnification, advancement of expenses, elimination of liability or limitation of liability for any act or omission occurring before such repeal or modification.

ARTICLE IX
BY-LAWS

The initial By-Laws of the Corporation shall be adopted by its initial Board of Directors, and thereafter the Board of Directors shall have the power to alter, amend, or repeal the same or adopt new By-Laws.

ARTICLE X
DISSOLUTION

The Corporation may be dissolved with the assent given in writing and signed by not less than eighty percent (80%) of the members entitled to vote. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI
INCORPORATOR

The name and address of the incorporator is Timothy R. Williams, 505-5th Avenue, Suite 535, Des Moines, Polk County, Iowa 50309-2320.

Dated this 1st day of August, 2013.


TIMOTHY R. WILLIAMS, Incorporator


STATE OF IOWA

COUNTY OF POLK

}

SS:

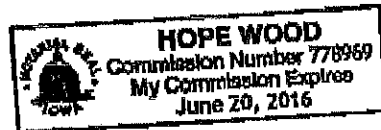
On this 1 day of August, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Timothy R. Williams, to be known to be the person named in and who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same as his voluntary act and deed.


NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

FILED
IOWA
SECRETARY OF STATE

8-1-13
3:06P

W853187



BYLAWS

OF

WILLOW PINES POND OWNERS ASSOCIATION, INC

The Board of Directors of Willow Pines Pond Owners Association, Inc, at a properly called meeting on the 4 day of February, 2014, adopted the following as the Bylaws of the Corporation.

ARTICLE I **BOARD OF DIRECTORS**

Section 1. General Powers:

The business and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Number, Tenure and Qualifications:

The affairs of the Corporation shall be conducted by a Board of Directors consisting three (3) Directors each of whom shall be elected by the Board of Directors unless a meeting of members is called for the purpose of electing Directors. Each Director shall serve until his successor shall have been elected, or until his death or resignation.

Section 3. Meetings of Members:

Meetings of the members of the Corporation shall be held at such time and place, and with such frequency as determined by the Board of Directors. The Board of Directors shall call a meeting of the members upon the written request of members holding twenty percent (20%) or more of the votes held by all members and such written request shall state the purpose for the requested meeting.

Section 4. Meetings of Directors:

Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or person authorized to call meetings of the Board of Directors may fix any place within Polk or Dallas County, Iowa, as the place for holding any meeting of the Board of Directors called by him or them.

Section 5. Notice:

Notice of the meetings of the Board of Directors shall be given at least three (3) days prior to the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Any Director may waive notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum:

A majority of the number of Directors who have been elected and have qualified shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The Directors present at a properly called meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum.

Section 7. Voting:

The vote of a majority of Directors present at any properly held meeting of the Board of Directors, shall be sufficient to transact any business or exercise any power given to the Board of Directors.

Section 8. Vacancies:

Any Director may at any time resign by serving written notice thereof on the remaining Directors. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 9. Salaries:

No Director shall receive a salary for his services as a Director, nor shall he or she receive other remuneration or compensation from the Corporation.

ARTICLES II
OFFICERS

Section 1. Number:

The officers of the Corporation shall be a President, Vice President, Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person.

Section 2. Election and Term of Office:

The Officers of the Corporation shall be elected annually by the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death or until he shall resign, or shall have been removed in the manner hereinafter provided.

Section 3. Removal:

Any Officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby.

Section 4. Vacancies:

Any Officer may at any time resign by serving written notice thereof on the Board of Directors. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

Section 5. The President:

The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the affairs of the Corporation. He shall, when present, preside at all meetings of the Board of Directors. He shall in general perform all duties incident to the office of President, and such other duties as may be prescribed by the By-Laws or by the Board of Directors from time to time.

Section 6. The Vice President:

In the absence of the President, or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all powers of and be subject to all the restrictions upon the President; and in addition thereto, shall perform such other duties as may be assigned to him by the President or by the Board of Directors.

Section 7. The Secretary:

The Secretary shall: (a) keep the minutes of the Board of Directors' meetings; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records; (d) sign or countersign with the President all corporate documents and contracts; and (e) in general, perform all duties incident of the office of Secretary, and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 8. The Treasurer:

The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts of monies due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as are selected by the Board of Directors in accordance with such resolutions as may be from time to time adopted by the Directors; and (b) in general, perform all the duties incident to the office of Treasurer, and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 9. Assistants and Acting Officers:

The Board of Directors shall have the power to appoint any person to act as assistant to any Officer, or to perform the duties of such Officer to act personally, and such assistant or acting Officer so appointed by the Board of Directors shall have the power to perform all the duties of the office to which he is so appointed to be assistant, or as to which he is so appointed to act, except as such power may be otherwise defined or restricted by the Board of Directors.

ARTICLE III
MEETINGS OF MEMBERS

Section 1. Annual Meetings.

The Annual Meeting of the Members shall be held at the office of the Association or at any other address specified in the Notice of the Meeting, on the last Friday in February in each year, at the hour of 11:00 a.m. commencing on the last Friday in February of the year 2015.

Section 2. Special Meetings.

Special meetings of the Members for any purpose may be called at any time by the President, or by any one or more Directors. The Secretary shall call a special meeting upon written request of the Members who have a right to vote one-fourth of all of the votes of the entire membership.

Section 3. Notices.

Notice of the meetings shall be given to the Members by the Secretary. Notice may be given to the Member either personally, or by mailing a copy of the notice, postage prepaid, to the address appearing on the books of the Corporation. (Each Member shall register his address and any change in address with the Secretary). Notice of any meeting, regular or special, shall be mailed not less than ten (10) days nor more than fifty (50) days in advance of the meeting and shall set forth the purposes of the meeting.

Section 4. Proxy Voting.

At any membership meeting the presence, whether in person or by proxy, of Members entitled to vote not less than ten percent (10%) of the total membership vote, shall constitute a quorum for the transaction of business. All proxies shall be in writing and be filed with the Secretary at the commencement of the meeting. Any proxy given by a person who shall not be a qualified Member at the date of the meeting and any proxy given more than eleven months before the date of the meeting shall be void.

ARTICLE IV
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member.

ARTICLE V
EXECUTION OF DOCUMENTS

The President or any Vice President, together with the Secretary or any Assistant Secretary shall have authority to execute and deliver all deeds, contracts, and other documents on behalf of the Corporation.

ARTICLE VI
SEAL

The Corporation shall have no corporate seal.

ARTICLE VII
AMENDMENTS

Section 1. Amendment Procedure.

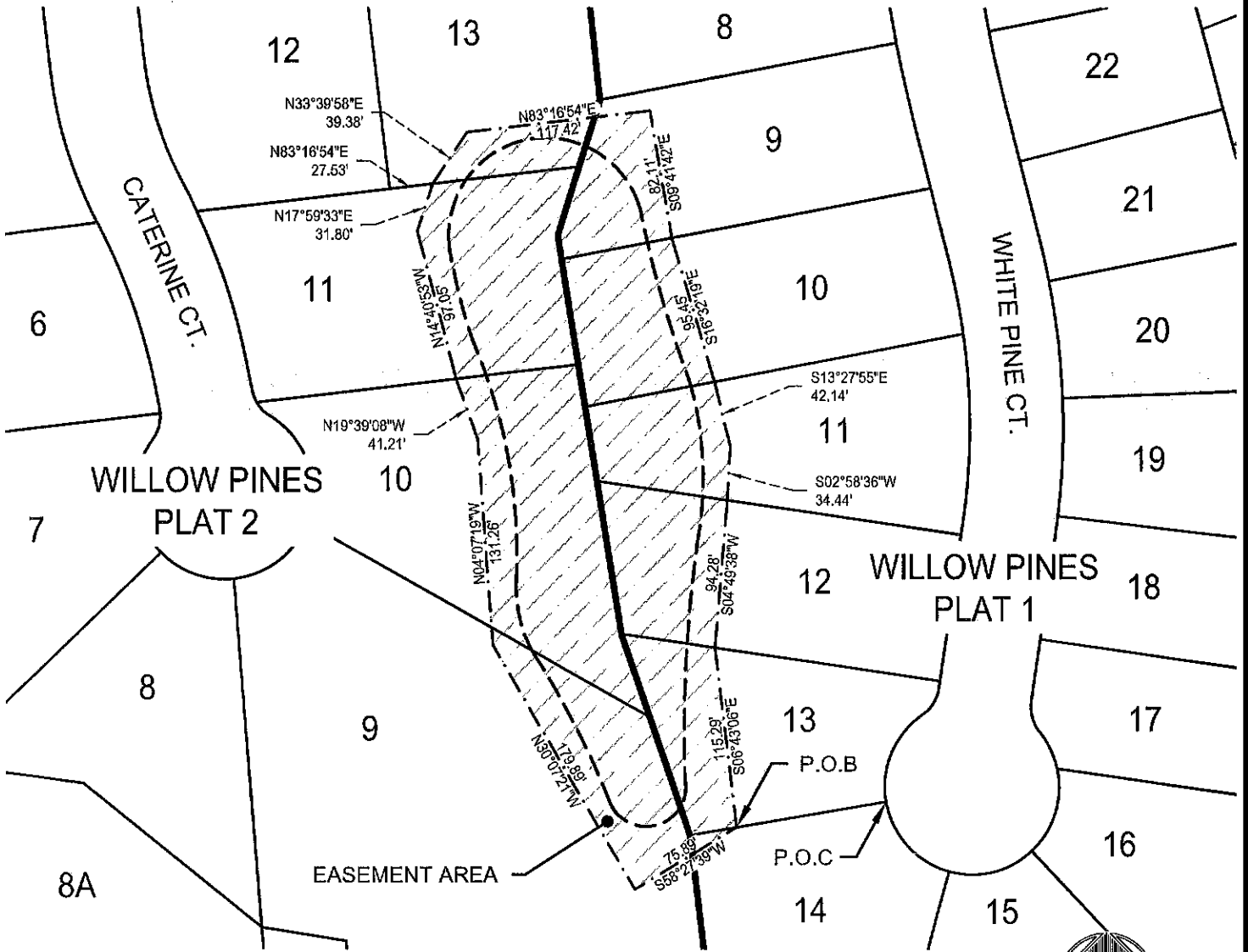
These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of the majority of a quorum of the Members present in person or by proxy, provided that those provisions of these Bylaws which are covered by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law. Notwithstanding the foregoing, during the time that Willow Pines L.L.C. is the sole voting member of the Corporation, it may amend these Bylaws as it shall determine.

Section 2. Controlling Documents.

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control.


David J. Albright, Secretary

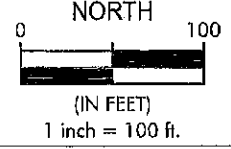
EASEMENT EXHIBIT



LEGAL DESCRIPTION:

A POND EASEMENT BEING A PART OF LOTS 9 THRU 14 OF WILLOW PINES PLAT 1 & LOTS 9 THRU 13 OF WILLOW PINES PLAT 2, BOTH BEING OFFICIAL PLATS NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WAUKEE, DALLAS COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 13 OF SAID WILLOW PINES PLAT 1, THENCE ALONG THE SOUTH LINE OF SAID LOT 13 S80°10'47"W, 96.72 FEET TO THE POINT OF BEGINNING; THENCE S58°27'39"W, 75.89 FEET; THENCE N30°07'21"W, 179.89 FEET; THENCE N04°07'19"W, 131.26 FEET; THENCE N19°39'08"W, 41.21 FEET; THENCE N14°40'53"W, 97.05 FEET; THENCE N17°59'33"E, 31.80 FEET; THENCE N33°39'58"E, 39.38 FEET; THENCE N83°16'54"E, 117.42 FEET; THENCE S09°41'42"E, 82.11 FEET; THENCE S16°32'19"E, 95.45 FEET; THENCE S13°27'55"E, 42.14 FEET; THENCE S02°58'36"W, 34.44 FEET; THENCE S04°49'38"W, 94.28 FEET; THENCE S06°43'06"E, 115.29 FEET TO THE POINT OF BEGINNING. DESCRIBED EASEMENT CONTAINS 1.52 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



LEGEND	
	PROPERTY LINE
	EASEMENT LINE
	POND
	PROPOSED EASEMENT AREA

McCLURE
ENGINEERING CO.
building strong communities.

1360 NW 121st Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

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WILLOW PINES
POND EASEMENT
EXHIBIT
WAUKEE, IOWA
2213007
02/21/2014

REVISIONS	
10/03/2014	
ENGINEER	DRAWN BY
C.SCHAFFBUCH	P.SHELQUIST
CHECKED BY	FIELD BOOK NO.
B.GEATER	
SKETCH NO.	REFERENCE SHEET
	WPPEE

EXHIBIT C