

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS FOR THE RESERVE AT DAYBREAK**

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N/A

**Return Document To:**

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**Declarant:**

The Reserve at Daybreak, L.L.C.

**Grantee:**

N/A

**Legal Description:**

See Exhibit "A" attached hereto and incorporated herewith.

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR  
THE RESERVE AT DAYBREAK**

**THIS DECLARATION** is made this 17 day of December, 2018,  
by The Reserve at Daybreak, L.L.C., an Iowa limited liability company ("Declarant").

**RECITALS:**

**WHEREAS**, Declarant, concurrently herewith, has subdivided, developed, and platted THE RESERVE AT DAYBREAK, or a portion thereof, in the City of Waukee, Dallas County, Iowa ("THE RESERVE AT DAYBREAK"), and is the owner of the following described real estate, to wit:

See **Exhibit "A"** attached hereto and incorporated herewith.

and does hereby establish and place residential covenants, conditions, easements and restrictions ("Covenants") upon said real estate (sometimes referred to herein as "Property") which shall be held, sold and conveyed subject to the following covenants, conditions, easements 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 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. **"Association"** shall mean the The Reserve at Daybreak Owners Association, Inc., a non-profit corporation organized pursuant to Chapter 504, Revised, of the Code of Iowa, and its successors and assigns.
- B. **"THE RESERVE AT DAYBREAK"** shall mean all Lots located in the residential subdivisions of The Reserve at Daybreak Plat 1, The Reserve at Daybreak Plat 2, and The Reserve at Daybreak Plat 3, each an Official Plat, now included in and forming a part of the City of Waukee, Iowa.
- C. **"City"** shall mean the City of Waukee, Iowa.
- D. **"County"** shall mean Dallas County, Iowa.
- E. **"Declarant"** shall mean The Reserve at Daybreak, L.L.C. or its successors and assigns.
- F. **"Lot"** shall mean any individual parcel of land that is shown upon the recorded plat of THE RESERVE AT DAYBREAK.
- G. **"Building Plot"** shall mean one or more platted Lots on which a home is to be located.
- H. **"Owner"** shall mean the record owner, whether one or more persons or entities, of the fee simple title to or vendee under an installment real estate contract of any Lot or Building Plot within THE RESERVE AT DAYBREAK.

- I. **“Outbuilding”** shall mean an enclosed or covered structure not directly attached to the residence to which it is appurtenant.

Words and phrases in this Declaration shall be construed as in the singular or plural number, unless the context permits only one such manner.

## II. DESIGNATION OF USE

A. **Residential Use.** All Lots in THE RESERVE AT DAYBREAK, except those designated for streets, public easements or common areas, shall be known and described as residential building Lots or Building Plots and shall not be developed with more than one single-family dwelling each, 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.

B. **Noxious Activities Prohibited.** No noxious or offensive activity, sound, vibration, noise or odors shall be permitted on to 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.

C. **Livestock Prohibited.** No animals, livestock or 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 as 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, Common Areas, or other Lots.

D. **Hunting Prohibited.** No hunting, trapping, shooting of wildlife or discharging of firearms or use of bow and arrows shall be allowed in the Property.

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

F. **Vehicle Storage Prohibited.** No recreational vehicle, all-terrain vehicle, motor home, boat, snowmobile, motorcycle, personal water craft, or trailer, truck rated larger than ¾ ton, similar devices, or any other vehicle offensive to the neighborhood may be parked, stored or abandoned upon any Lot or street, unless the same is located in a garage or Outbuilding. 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 a street.

G. **Recreational Equipment.** There shall be no recreational snow-mobiling or motorized off-road vehicle use or all-terrain vehicles use within the Property except directly to or from an Owner’s residence and a destination outside of the Property. Such vehicles, however, may be used for the conveyance of emergency supplies or emergency transportation.

H. **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, and except that home builders may maintain model homes during construction, and Declarant

may maintain a sales office during its development and sales of the Lots in THE RESERVE AT DAYBREAK.

I. Manufactured Homes Prohibited. No manufactured, mobile or modular homes or buildings shall be placed on or erected on any Lot. No houses or buildings shall be moved into or onto the Property. All homes and buildings shall be constructed in place on a Lot.

### III. BUILDING AREA; DESIGN AND CONSTRUCTION

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. 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. All single-family homes shall contain the minimum square footages of living space and meet the following requirements:

- i. For those dwellings situated on Lots 1 through 14 in The Reserve at Daybreak Plat 1, inclusive, all dwellings shall contain a minimum square footage of living space exclusive of floor below the exterior grade, attached garages, breezeways, and porches (including enclosed porches commonly referred to as “four seasons porches”) as follows:
  - a. One-story dwellings must have a minimum of 2,200 square feet of finished floor area directly under the roof.
  - b. One and one-half story dwellings must have a finished floor area of at least 2,500 square feet.
  - c. Two story dwellings must have a finished floor area of at least 2,800 square feet.
  - d. Split entry dwellings must have not less than 2,800 square feet of finished area on the upper level, but a 50% credit will be given for finished area of lower level which is 50% exposed over finished grade.
  - e. Split level dwellings must have not less than 2,800 square feet of finished area directly under the roof, but a 50% credit will be given for finished area of lower level which is 50% exposed over finished grade.
- ii. For those dwellings situated on Lots 15 through 29 in The Reserve at Daybreak Plat 1, inclusive, all dwellings shall contain a minimum square footage of living space exclusive of floor below the exterior grade, attached garages, breezeways, and porches (including enclosed porches commonly referred to as “four seasons porches”) as follows:
  - a. One-story dwellings must have a minimum of 1,800 square feet of finished floor area directly under the roof.
  - b. One and one-half story dwellings must have a finished floor area of at least 2,000 square feet.
  - c. Two story dwellings must have a finished floor area of at least 2,200 square feet.

- d. Split entry dwellings must have not less than 2,200 square feet of finished area on the upper level, but a 50% credit will be given for finished area of lower level which is 50% exposed over finished grade.
- e. Split level dwellings must have not less than 2,200 square feet of finished area directly under the roof, but a 50% credit will be given for finished area of lower level which is 50% exposed over finished grade

B. All structures built in THE RESERVE AT DAYBREAK shall blend in with the terrain rather than contrast with it. The exterior of any dwelling, garage, or outbuilding located on any Lot shall be finished in an earth tone conservative color that will blend well with the abutting subdivisions. The use of natural materials is encouraged, i.e., natural wood, stone, brick and warm-toned shingles. 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 sixteen (16) inches above grade. Any exposed portion of concrete, concrete block, or tile foundation as permitted herein shall be painted to match the remainder of the structure. A minimum of thirty-five (35%) of the front elevation of the dwelling on each Lot shall be covered with brick, stone veneer or stucco. The siding on any dwelling, garage or outbuilding must be a 50-year hard board (commonly referred to as "Hardie Plank", "James Hardie Siding" or "LP Smartside"). Steel, aluminum, vinyl, composite, and Masonite siding are strictly prohibited. All materials and colors must be approved by Declarant or the Executive Committee as described in Article IV.

C. The pitch of the roof on all dwellings must be a minimum of 4/12, unless otherwise approved by the Executive Committee. All roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade, with a minimum thirty (30) year warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures. All materials and colors must be approved by Declarant or the Executive Committee as described in Article IV.

D. All residences shall have, at a minimum, an attached 3-car garage. Side-load garages are highly recommended. No detached garages are permitted. 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 eight feet in height shall be permitted.

E. 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.

- i. The front yard building setback shall be at least thirty (30) feet.
- ii. The side yard building setbacks shall be a total of at least fifteen (15) feet with a minimum setback of seven (7) feet on any one side.
- iii. The rear yard building setback shall be at least thirty (30) feet.
- iv. Lots shall also be subject to all setbacks, easements and restrictions shown on the plat of the Property filed of public record.

#### IV. REVIEW OF BUILDING PLANS

No Structure shall be erected upon any Lot until site plans and building plans have been first submitted to the Declarant (if it still owns any Lot in THE RESERVE AT DAYBREAK) or the Executive Committee of the Association (if Declarant no longer owns any Lot or if Declarant relinquishes its review rights) for their approval and found in compliance with the Architectural Standards attached hereto as **Exhibit "B"**, and hereby made a part of these Covenants. The Executive Committee shall consist of the officers of the Association. If the Declarant or the Executive Committee of the Association (as the case may be), or its successors should fail to approve or disapprove said plans in writing within thirty (30) days after their submission, such plans shall be deemed to be approved.

#### V. MISCELLANEOUS RESTRICTIONS

A. Fencing. 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 landscape buffer easement areas, sanitary sewer easement, drainage easement or around the Pond without the prior written consent of the Declarant or the Association. No fence shall exceed six (6) feet in height. All fences shall be constructed of cedar, black wrought iron, black aluminum, or black vinyl. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts and fence framing. Pool fences shall be landscaped and screened with shrubs and bushes. **Notwithstanding the foregoing, no fence shall be constructed in the easement areas created in Article VIII or around the Pond without the prior written consent of the Declarant or the Association.**

B. Satellite Dishes, Antennas, Poles.

- i. No satellite dish or parabolic devices shall be located upon any Lot unless it meets the following requirements:
  - a. It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in an acceptable fashion.
  - b. It shall be located so that no part of the device is in front of the home it serves. The satellite dish or parabolic device shall be mounted on the rear elevation of the dwelling or garage, or the rear half of the side elevation only.
  - c. It shall not exceed two (2) feet in diameter.
  - d. 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.
  - e. Ground mounted satellite dishes shall not be permitted.
- ii. No light poles shall be used or placed upon any Lot that extend more than 10 feet above grade, except for those used to light tennis courts. All light poles shall be of a residential design. All pole lights shall be positioned and directed as not to directly shine onto any adjoining Lot or constitute a nuisance to any adjoining Lot Owner. In no event shall a light pole be located any closer than twenty (20) feet from any property line.

- iii. 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 concealed in the attic space of the dwelling or garage.

C. Tennis Courts, Swimming Pools, Outbuildings. Tennis courts or swimming pools shall be located only in rear yards and shall be at least thirty-five (35) feet from Lot lines. Outbuilding such as pool houses, kitchens and detached garages consistent with the architecture of the residential home on the Lot may be permitted but only as a case-by-case basis subject to the Declarant's or Committee's discretion as part of the architectural review requirements of these Covenants. Only below-ground swimming pools shall be permitted on a Lot, which shall be located in the rear yard and shall be enclosed by a fence (if required by the City and approved by the Committee) or hedges. No above-ground swimming pools are allowed.

D. Trash Receptacles. No trash receptacles, garbage cans, or recycling bins shall be permitted to be placed outside of a building, garage or a structure on any Lot except as is necessary for regular collection. Garbage or recycling receptacles may be placed curbside the evening before pick-up and shall be returned to acceptable storage by the evening the day of pick-up.

E. Playsets. Any play sets erected shall be earth-tone in color, shall have the same color and appearance as the architectural design of the residential home, shall not exceed ten (10) feet in height and shall be properly maintained. Play sets shall be located only in rear yards and shall be at least thirty-five (35) feet from Lot lines.

F. Pet Enclosures. Pet enclosures, including but not limited to dog runs, shall not be permitted on any Lot unless: (i) it is located at the rear of the house or garage and extends toward the rear of the Lot from that portion of the house or garage which is the closest to the rear Lot line; (ii) it is entirely enclosed with a fence in compliance with Article V(A) of this Declaration; and (iii) and is screened from public view with landscape plantings or hedges. Any pet enclosure constructed on a Lot shall not exceed twenty (20) square feet in area, shall be constructed of the same material and have the same color and appearance as the residential dwelling, and shall be located in the rear yard of a Lot no closer than thirty-five (35) feet from any Lot line.

G. Outdoor Equipment. Items such as clotheslines, lawn or garden equipment, building materials and other similar items shall be stored out of public view. 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.

H. Signage. No sign of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (i) street markers, traffic signs and other signs displayed by the City or other governmental units; (ii) signs which have been approved by the Declarant or its authorized agent not exceeding 144 square inches in area upon which there shall only be exhibited the street number or name, or both, of the resident; and (iii) a customary sign (one per Lot) advertising a dwelling for sale, not exceeding 1296 square inches in area. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the Lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those Lots and remove said signs. Real estate signs by the Declarant will be permitted until such development is completed. Declarant reserves the right to install entrance and directional signs with respect to THE RESERVE AT DAYBREAK, at locations and of design determined by the Declarant, and in a manner consistent with the ordinances of the City. There shall be no signs posted on or within the Property except those approved by the

Association 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 Common Areas or in the City right of way.

I. Noise. There shall be a limited noise level of thirty (30) decibels allowed to be emitted from any Lot when measured from any other Lot in the Property. 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 6 A.M. and 10:00 P.M.

J. Utilities. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells or septic systems shall be permitted on any Lot.

K. Sidewalks. The purchaser of a Building Plot or Lot shall, at the purchaser's expense, install public sidewalks in accordance with specifications of the City upon the earlier of the date the dwelling is built upon the Lot or within one year of purchase of the Lot from the Declarant.

L. Mailboxes. Declarant shall have the right to establish written standards regarding mailboxes within the Property to ensure uniformity and to prevent distractions. These standards may include the color, type, style, lettering, and nature of the mailbox. Declarant shall furnish the mailbox and the Lot Owner shall pay a fee for the mailbox as part of the plan review process described in Exhibit "B". 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. The Owner of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

M. Pond. A pond will be located on a portion of the rear yard of Lots 8, 9, and 10 in The Reserve at Daybreak Plat 1 and Lots 3 and 4 in The Reserve at Daybreak Plat 3 ("Pond Lots") which shall be for storm water detention for the entirety of THE RESERVE AT DAYBREAK ("Pond"). The Association shall be responsible for all maintenance of the Pond, including any equipment or features related thereto, and shall maintain insurance thereon naming the Owners of the Ponds Lots as additional insureds. Any Owner of a Pond Lot shall not change the grade of the Pond or alter the boundaries in any way without the written permission of the Association. Recreational use of the Pond by any Owner shall be strictly limited to shore fishing. Swimming, boating or other activity is strictly prohibited. No structure or fence shall be built in, on or around said Pond without the written approval of the Association. Declarant reserves the right to designate a location for Pond access and may provide appropriate signage in connection therewith.

As evidenced by the use of said Pond, Owners and their invitees unconditionally and irrevocably agree to indemnify and hold harmless the Association and all other Owners from and against any loss, liability, expense, or claim, including attorney fees, asserted by said Owner or his/her/its invitees for damage to personal property or for bodily injury, or both, related to recreational use of the Pond.

N. The Owner of Lot 7 shall at all times own and maintain Outlot X. No structure of any kind, including fences, shall be built upon Outlot X and such outlot shall be maintained by its Owner in accordance with this Declaration and any other document filed of record with the Dallas County Recorder relevant thereto.

## VI. EROSION CONTROL AND SURFACE WATER

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 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 requirements.
- ii. Owners shall comply with all applicable Federal, State, and local erosion control ordinances and permits which pertain to the Property, 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 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, 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 protect, indemnify and hold the Declarant and other Owners harmless from and against any and all claims, damages, liabilities, fines, attorney fees, consultant fees, assessments, levies and/or costs incurred by the Declarant or other Owner caused by or in any way related to the citation or notice caused by the Owner's action or inaction.
- iv. If in the opinion of the Declarant or the Association erosion is not properly controlled, corrective action may be taken by the Declarant or the Association, and an automatic easement granted to implement the corrective action, and the actual costs thereof plus an administrative fee, as determined by the Declarant or Association, shall be assessed against the offending Lot.

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

The topography of THE RESERVE AT DAYBREAK is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to such easements as may exist for the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time, and all Owners shall have such rights and obligations with respect thereto as may be provided by such law.

## VII. LANDSCAPING AND MAINTENANCE

A. Sod/Ground Cover. Within thirty (30) days of completion of the dwelling on Building Plot or Lot, all Building Plots and Lots shall be fully sodded, from the front lot line to a point seventy-five

(75) feet back of the dwelling, except where topography, conservancy districts, creek slopes or tree cover does not make sodding practical; provided, however, that in lieu of sodding, the rear yard may be "terra-seeded" by a recognized company approved by the Declarant incorporating at least a one inch mulch application. The balance of the Lot shall be either sodded, seeded, planted in wildflowers or left in natural vegetation. If weather conditions make the time requirement for sodding impossible to comply with, Declarant or Committee shall establish a reasonable period of time for compliance.

B. Trees.

- i. Tree Requirements. Within thirty (30) days of completion of a dwelling on a Building Plot or Lot, the following trees must be planted thereon unless such trees are already in place:
  - a. A minimum of three (3) two-inch caliper flowering trees of which a minimum of two (2) shall be planted in the front yard. Flowering trees shall include magnolia, red bud and flowering crab.
  - b. A minimum of four (4) 2 ¼ inch caliper over-story trees of which a minimum of two (2) shall be in the front yard. Over-story trees shall include Oak, Ash, and Maple.

The party purchasing the Building Plot or Lot from Declarant shall be responsible for planting these trees and cannot transfer said responsibility to the party who first occupies the dwelling as a residence.

- ii. Existing Trees. The knocking down or cutting down of trees or saplings shall be limited to the absolute minimum needed for construction on a Lot or the removal of diseased, damaged or dead trees. Established trees removed for construction shall be only those directly on the structure site or not greater than twelve (12) feet from the structure or from any road or driveway. Any Owner desiring to fell or cut down any tree on a Lot must obtain prior written permission from the Declarant or the Executive Committee described in Article IV after submission of an acceptable tree removal plan, including a plan for tree replacement.

C. Weed/Rubbish Control. The Owner and/or person in possession of each Building Plot or Lot, whether vacant or improved, shall keep the same well maintained, groomed, mowed, and 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, the Association 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, the Association or Lot Owner giving such notice, as the case may be, may enter upon the Lot 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, the Association or Lot Owner shall have a right of action in law or equity against the Owner of such Lot for collection of the cost thereof, including but not limited to the right of the Association to assess the cost against the offending Lot.

D. Chemicals. 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; The Association reserves the right to ban or further regulate any chemical fertilizer, herbicide or pesticide pursuant to rules and regulations adopted by the Association.

E. Miscellaneous.

i. Vegetation in conservancy easements, flowage easements, creek channels, drainage ways and/or timbered areas shall not become overgrown with weeds, but may be planted in ground-cover species appropriate to the topography and land form.

ii. 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.

iii. No Lot Owner or other person shall plant gardens or landscaping on or within a Common Area. The Association shall have sole control and jurisdiction over Common Areas.

**VIII. EASEMENTS**

A. Certain perpetual easements are reserved as shown on the recorded plat of THE RESERVE AT DAYBREAK, and/or as may be granted to the City by the Declarant and filed of record in the Office of the County Recorder. The Owner or occupant of a Building Plot or Lot shall, at his/her/its own expense, keep and preserve that portion of the easement within his/her/its Building Lot or Lot at all times in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind nor permit any growth of any kind within the easement which might interfere in any way with the use of such easement.

B. Declarant hereby grants to the Association, for and on behalf of the Owners of all Lots within THE RESERVE AT DAYBREAK, the following permanent easements:

i. An easement for the purpose of installing, maintaining, operating, repairing and replacing signage, other entrance features and landscaping in, on, over and under the following easement areas:

A PART OF LOT 20, THE RESERVE AT DAYBREAK PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 86°29'35" WEST ALONG THE SOUTH LINE OF SAID LOT 20, A DISTANCE OF 36.15 FEET; THENCE NORTH 10°58'31" EAST, 52.12 FEET; THENCE SOUTH 79°01'29" EAST, 35.00 FEET TO THE EAST LINE OF SAID LOT 20; THENCE SOUTH 10°58'31" WEST ALONG SAID EAST LINE, 43.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,666 SQUARE FEET).

AND

A PART OF LOT 19, THE RESERVE AT DAYBREAK PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 19; THENCE NORTH 10°58'31" EAST ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 25.00 FEET; THENCE SOUTH 79°01'29" EAST, 35.00 FEET; THENCE SOUTH 10°58'31" WEST, 15.96 FEET TO THE SOUTH LINE OF SAID LOT 19; THENCE SOUTH 86°29'35" WEST ALONG SAID SOUTH LINE, 36.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (717 SQUARE FEET).

ii. A nonexclusive private storm sewer and overland flowage easement for the purpose of installing, maintaining, operating, repairing and replacing private storm sewer and overland flowage, located, on, over and under the following easement areas:

A PART OF LOT 8, THE RESERVE AT DAYBREAK PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 31.00-FOOT-WIDE EASEMENT BEING 16.50 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 1°12'01" WEST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 43.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 40°39'30" WEST, 78.26 FEET; THENCE SOUTH 30°01'55" WEST, 22.50 FEET TO THE POINT OF TERMINUS AND CONTAINING (3,124 SQUARE FEET).

iii. The easements granted in paragraphs B (1) and B (2) above shall be subject to the following conditions and/or restrictions:

- a. Any signs shall be for purposes of identifying the THE RESERVE AT DAYBREAK development, and shall conform to the ordinances, rules, and regulations of the City. If any irrigation system or lighting is installed by the Declarant within the easement areas, the charge for such service(s) shall be separately metered or otherwise separately billed by the utility entity furnishing such service(s), and charged to the Association.
- b. The Declarant shall install the initial signs and landscaping features within the easement areas, and the Association shall maintain, operate and replace all signs, entrance features, landscaping within the easement areas.
- c. Neither the Declarant nor the Association shall locate any such signage, entrance features, or landscaping in a manner to obstruct any vision triangles that overlap a portion of such easement areas, if any.
- d. The Owner of the Lot upon which an easement area is located shall not make any modifications or improvements to any such easement area without the consent of the Declarant or Association.
- e. No fence may be constructed within any of the easement areas without the prior written consent of the Declarant or the Association.

#### **ARTICLE IX. HOMEOWNERS ASSOCIATION**

A. Duties of the Association. The Association, through its Board of Directors, shall have the right, power and authority to provide for the enforcement of this Declaration; to perform all maintenance, repair, reconstruction, restoration, and replacement of the improvements made by the Declarant within the easement areas pursuant to Article VIII or any other common area owned or controlled by the Association; to perform all maintenance, repair, reconstruction, restoration, and replacement of any storm water detention areas owned or controlled by the Association, including the Pond; to perform all maintenance, repair, reconstruction, restoration and replacement of any fencing in common areas owned or controlled by the Association; to levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided; and, to enter into contracts, including contracts for insurance, as may be necessary or desirable to carry out the provisions of this Declaration.

B. Membership and Voting Rights.

(1) Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to the ownership of a Lot and shall be indivisible from such ownership. Ownership of a Lot shall be the sole qualification for membership.

(2) There shall be appurtenant to each Lot one vote in the Association. When more than one person holds an interest in any such Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall the vote be split with respect to any such Lot. In the event that the owners of a Lot fail to determine how to cast any vote, no vote shall be cast for said Lot.

**NOTWITHSTANDING THE ABOVE, THE DECLARANT SHALL BE THE SOLE VOTING MEMBER OF THE ASSOCIATION UNTIL TWELVE (12) MONTHS AFTER THE DECLARANT CONVEYS THE LAST LOT AND OUTLOT IN THE RESERVE AT DAYBREAK OR UNTIL THE DECLARANT WAIVES THE RIGHT TO BE SOLE VOTING MEMBER, WHICHEVER FIRST OCCURS. SO LONG AS DECLARANT IS THE SOLE VOTING MEMBER OF THE ASSOCIATION, DECLARANT SHALL HAVE THE RIGHT TO ELECT ALL MEMBERS OF THE BOARD, ALL OFFICERS OF THE ASSOCIATION AND AMEND THIS DECLARATION FOR ANY REASON.**

(3) The Association shall suspend the voting rights of a member for a period during which any assessment against said member's Lot remains unpaid.

C. Board of Directors. The Board of Directors shall manage the affairs of the Association. The members of the Association entitled to vote shall elect the Board of Directors of the Association as prescribed by the Association's Bylaws.

D. Assessments.

(1) Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association assessments as provided in this Declaration. The assessments levied by the Association and any other charges against the Owner of a Lot set forth elsewhere in this Declaration, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or charge is made senior to all liens except the first mortgage of record, any ad valorem taxes, and any special assessments levied by the City. Such assessment or charge, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment or charge fell due. The personal obligation for delinquent assessments or charges shall not pass to said Owner's successor in title unless expressly assumed by them.

(2) The assessments levied by the Association shall be used exclusively to carry out the duties of the Association as set forth above or elsewhere herein, including, but not limited to, payment of legal liabilities or obligations of the Association and all fees, costs, expenses and attorney fees in connection therewith.

(3) The Association may levy general annual assessments which shall commence as to each respective Lot on the first day following the conveyance by the Declarant of a Lot, and shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of such general assessments at least thirty (30) days in advance of each annual assessment period. Written notice of such assessments shall be sent to every member of the

Association subject thereto. The due dates shall be established by the Board of Directors of the Association, and the general annual assessments may be collected in equal annual, semi-annual, quarterly or monthly installments at the discretion of the Board of Directors.

(4) In addition to the general annual assessments, the Association may levy a special assessment if necessary to finance or perform any of its stated duties under this Declaration, provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose.

(5) Written notice of any meeting called for the purpose of taking any action authorized under paragraph 4 above, shall be sent to all members not less than five (5) days no more than thirty (30) 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.

(6) As long as the Declarant owns any Lot, at closing on any sale or transfer of Declarant's Lots, the Declarant, in its sole discretion, may collect from the prospective Owner an amount at least equal to two years of the annual general assessment charge set forth in this subsection for each Lot. Once all the Lots have been sold by the Declarant, then the Association shall collect these funds.

**NOTWITHSTANDING ANYTHING IN THIS DECLARATION TO THE CONTRARY, LOTS OWNED BY THE DECLARANT THAT DO NOT HAVE A COMPLETED DWELLING CONSTRUCTED THEREON SHALL BE EXEMPT FROM THE ASSESSMENTS DESCRIBED HEREIN.**

(7) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided, unless the assessment by its own terms provides for payment in monthly, quarterly or semi-annual installments, in which case each such payment shall be due as stated in such notice. From and after the date when said payment is due, it shall bear interest at the rate of twenty percent (20%) per annum or at the highest rate allowed by Iowa law, whichever is higher, until paid. Such payment and interest shall constitute a lien upon the Lot, and said lien shall continue in full force and effect until the assessment is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Board may, in addition, execute and acknowledge with respect to any Lot and cause same to be recorded in the County Recorder's Office, and the Board may, upon payment, cancel or release any assessable property from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at expense of the Owner of the property affected) a release of such assessment with respect to any Lot affected. Notwithstanding any other provision herein, the Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the Lot in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of such assessment, the cost of preparation and filing the petition in such action, including reasonable attorney's fees.

(8) If any Lot subject to a lien created by this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by this Declaration shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien except the liens for assessments, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of the sheriff's deed resulting from a decree of foreclosure or the appointment of a

receiver in foreclosure proceedings or the acceptance of the deed in lieu of foreclosure. Such assessments shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of the lien of such assessments. All such assessments shall be deemed to be an expense of the Association, and the Association shall have the right to collect said sums from the defaulting Owner personally.

(9) The Association shall, upon request, and for a reasonable charge, furnish a statement signed by an authorized representative of the Association setting forth whether the assessments owing by a member have been paid. A properly executed statement of the Association as to the status of assessments is binding upon the Association as of the date of its issuance.

## X. EXECUTIVE COMMITTEE

### A. Establishment/Function

The Declarant's Executive Committee (the "Executive Committee") is hereby established. The Executive Committee shall consist of the Manager or Managers of the Declarant or the designee (s) of such Manager or Managers. The functions of the Committee shall be to interpret and apply these Covenants, Conditions, Easements and Restrictions and to review building and landscaping plans as described below in Article XII during the time that property is being developed. These Covenants, Conditions, Easements and Restrictions may also be enforced by the Association or any affected Lot Owner. Notwithstanding anything to the contrary herein, Declarant shall have the sole authority to approve any alternative building plan, design, material or other deviation of the requirements contained in this Declaration.

### B. Meetings, Quorum and Vote

The Executive Committee shall meet at a reasonably convenient time and place within ten (10) days after receiving the request of any interested party. One-half of the members of the Committee shall constitute a quorum. A majority vote of the Executive Committee members present (assuming a quorum present) shall be sufficient for Committee action and decision.

### C. Election of Replacement Committee

If the Executive Committee should be discontinued, regarding the property, Declarant shall designate a successor entity to carry out the duties of the Executive Committee, but only with respect to the property described in this Declaration.

### D. Executive Committee Procedure

(1) Design review by the Executive Committee is intended to protect and enhance the distinctive character and natural attractiveness of the THE RESERVE AT DAYBREAK area. All buildings, structures or appurtenances thereto, including landscaping, to be erected, constructed, established, altered or enlarged within the property must be reviewed and approved by the Executive Committee as described in Exhibit "B".

(2) The Executive Committee shall consider and approve or disapprove the materials required to be submitted pursuant to these Covenants, Conditions, Easements and Restrictions.

(3) Prior to change of any building's exterior character by remodeling or alteration, the Owner, or his or her designated agent, shall secure the written approval of the Executive Committee.

## XI. ASSESSMENTS

### A. Future City Improvements.

Declarant acknowledges that the City in the future may wish to construct and install public improvements on or adjacent to the Property for items such as sanitary sewer lines or public streets or any other improvements authorized by Chapter 384 of the Iowa Code and to specifically assess the Property for the cost thereof.

### B. Agreement Concerning Special Assessment.

Declarant by the execution of this Declaration expresses its consent, desire and agreement that special assessment improvements constructed for the benefit of the Property as described in subparagraph "A" above in the future may be levied against the entire Property and each Lot therein, except for streets, on an equal basis.

### C. Proximity of Public Improvement.

The City may assess each Lot equally within the Property despite the fact that Chapter 384 of the Iowa Code or court decisions would otherwise impose a limitation in connection with the proximity of the public improvements to the Lot being assessed. The Declarant, as well as all subsequent purchasers, successors in interests and assigns, and Lot Owners within Property hereby waive any objection to the legality of the City spreading special assessments equally among all Lots within the Property to the extent that the City is otherwise legally able to specially assess the Property in the future pursuant to Chapter 384 of the Iowa Code.

### D. Penalties.

In addition to the remedies described in this Article XI, or elsewhere in this Declaration, the Association is hereby authorized to levy against any Lot in violation of this Declaration of Covenants, Conditions, Easements and Restrictions an assessment penalty not to exceed \$100 for each day a violation of this Declaration continues beyond thirty (30) days after notice of a violation has been given by the Association to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing in by personal service. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Association shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Dallas County, Iowa. If the Owner has not fully complied with the terms of this Declaration within thirty (30) days after receiving notice, or thirty (30) days after second publication of notice, the Association shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Association. Any Lot Owner objecting to the notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Association Board of Directors. Assessment of the penalty shall be stayed pending a hearing and final decision by the Association Board of Directors.

### E. Specific Enforcement of Restrictions

All Owners of Lot covenant and agree, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and that this Declaration may be specifically enforced by Declarant, the City, the Board, or an adversely affected Lot Owner.

F. Attorney's Fees

In the event it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration shall be the obligation of the Owner of the Lot which is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration.

**XII. ANNEXATION AND REMOVAL OF LAND**

A. Additional Common Area

Declarant shall have the sole right at any time to convey additional Common Area to the Association or to add additional association responsibility elements. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional common area to the Association in the future. The Association shall be obligated to accept any additional common area so conveyed by Declarant and to hold and maintain the additional common areas pursuant to the terms of this Declaration.

B. Additional Land

Declarant shall have the irrevocable right to subject additional land to the terms of this at any time in the future without the consent of the Association. The additional land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the additional land shall automatically become members of the Association in the same manner as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Dallas County Recorder. No approval of the Association or any other person shall be necessary.

C. Removal of Land

Declarant shall have the right now, and in the future, to remove any portion of the property from the operation of this Declaration. Declarant shall signify this removal by filing an amendment to this Declaration with the Dallas County Recorder. No approval of the Association or any other person shall be necessary.

**XIII. ENFORCEMENT OF COVENANTS**

The Covenants shall be deemed to run with the land to which they apply, and the Declarant, the Association or any Owner may bring an action in any court of competent jurisdiction to enforce these Covenants and enjoin their violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity.

**XIV. AMENDMENTS TO COVENANTS**

This Declaration may be amended in writing by an instrument signed and filed of record with the County Recorder, by at least fifty-one percent (51%) of the Lot Owners, if the Declarant does not own a Lot or is not the sole voting member of the Association; provided, however, that the Declarant retains the right to amend this Declaration for any reason, without the consent of any Owner or other party, so long as Declarant has an ownership interest in any Lot or is the sole voting member of the Association. Notwithstanding the foregoing, Bradley H. Stanbrough (hereinafter "Stanbrough") shall have the right to amend this Declaration in his sole and absolute discretion, which discretion may be arbitrary or

unreasonable, at any time for any reason without the consent of the Declarant, Association, any other Owners or other party. Stanbrough's right to amend the Declaration shall be perpetual. Neither the Declarant nor any percentage of the Lot Owners shall be permitted to amend the Declaration to terminate Stanbrough's right to amend this Declaration.

The Declarant and Stanbrough may at any time by written instrument filed with the Dallas County Recorder, disclaim their rights and powers hereunder and thereafter it/he shall have no rights or responsibilities hereunder. Declarant and Stanbrough shall have no liability in or for damages of any sort to any Owner, or any lessee or occupant of any Lot, or otherwise to any person for any exercise or failure to exercise any right (or duty or obligation, if any) of Declarant or Stanbrough hereunder, for the making of an amendment or modification hereto by Declarant or Stanbrough, for the granting of approval or withholding of approval required or permitted under the terms of this Declaration, or in any other manner arising herefrom.

## **XV. PERIOD OF COVENANTS/DURATION**

### **A. Covenants Binding and Running with the Land.**

Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant, the Association, and the Owners of each Lot, and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

It is the intent that, notwithstanding anything in the Code of Iowa to the contrary, all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be covenants running with the land for the full period specified in this Declaration without further action by either Declarant, the Association, or any Owner of any Lot in THE RESERVE AT DAYBREAK. However, in the event that Section 614.24 of the Code Iowa, as the same may be amended or replaced, may require that a verified claim be filed in the Office of the County Recorder prior to the twenty-first anniversary of the date of this Declaration or the twenty-first anniversary of the last filing of such verified claim in order to continue all or some of the covenants of this Declaration, including, but not limited to, any covenant, term, provision or restriction that is or may be considered a use restriction, reversion or right of reverter, in effect throughout the applicable periods specified in this Declaration, then:

(1) the Association, or any or all of the Owners of the Lots, acting jointly or severally, shall file all verified claims necessary to keep all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration;

(2) a verified claim filed by the Association or any Owner of a Lot in THE RESERVE AT DAYBREAK shall be valid and binding upon the Association and all the then Owners of Lots in THE RESERVE AT DAYBREAK and their successors and assigns, with the same effect as if executed by all such persons, and in order to facilitate filing of any verified claim required to so continue all or any of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration in full force and effect, the Association and each Owner of a Lot is hereby irrevocably appointed the attorney-in-fact for all of the other Interested Parties for the purpose of filing any such verified claim.

B. Duration.

Any easements granted in or pursuant to this Declaration, and any other provisions of this Declaration to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for the payment of costs associated therewith, shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration.

Except as provided in the preceding paragraphs of this Article, the covenants, conditions, restrictions and easements in this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-one years after the date they are recorded in the Dallas County Recorder's Office, unless sooner modified or terminated as provided in this Declaration.

**XVI. MISCELLANEOUS**

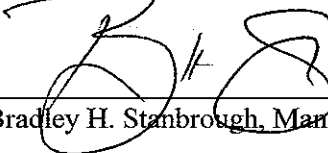
A. Severability. In the event that any one or more of the following Covenants, Conditions or Restrictions shall be declared for any reason by a court of competent jurisdiction to be invalid, illegal, unenforceable, or null and void, in whole or part, such judgment or decree shall not in any manner whatsoever 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. Governing Law. 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. Whenever 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 which is most restrictive shall be binding.

C. Captions. The captions of the articles, sections and any paragraphs, of this Declaration, or the lack thereof, are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

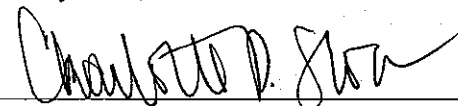
Dated this 17 day of December, 2018.

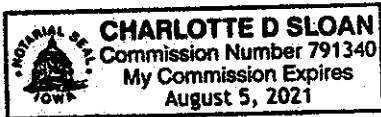
**THE RESERVE AT DAYBREAK, L.L.C., DECLARANT**

  
By: Bradley H. Stanbrough, Manager

STATE OF IOWA, COUNTY OF Dallas:

This instrument was acknowledged before me on this 17 day of December, 2018, by Bradley H. Stanbrough, Manager of The Reserve at Daybreak, L.L.C.

  
Notary Public in and for the State of Iowa



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lots 1 through 29, inclusive, and Outlot X, in THE RESERVE AT DAYBREAK PLAT 1, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

AND

ALL OF PARCELS '18-31' AND '18-32' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2018, PAGE 3873, AN OFFICIAL PLAT, AND ALL OF LOTS 11 THROUGH 13, SUGAR GROVE HEIGHTS PLAT 2, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL '18-32'; THENCE SOUTH 26°53'15" EAST ALONG THE EASTERLY LINE OF SAID PARCEL '18-32', A DISTANCE OF 325.90 FEET TO THE SOUTHERLY LINE OF SAID PARCEL '18-32'; THENCE SOUTH 83°15'36" WEST ALONG SAID SOUTHERLY LINE, 196.41 FEET; THENCE SOUTH 14°41'12" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 80.78 FEET; THENCE SOUTH 83°15'36" WEST ALONG THE SOUTHERLY LINE OF PARCELS '18-31' AND '18-32', A DISTANCE OF 293.01 FEET; THENCE SOUTH 06°44'24" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 67.97 FEET; THENCE SOUTH 83°15'36" WEST CONTINUING ALONG SAID SOUTHERLY LINE AND THE WESTERLY EXTENSION THEREOF, 192.48 FEET TO THE NORTHEAST CORNER OF OUTLOT 'X', DAYBREAK PLAT 2, AN OFFICIAL PLAT; THENCE NORTH 89°17'24" WEST ALONG THE NORTH LINE OF SAID OUTLOT 'X', 54.79 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 'X'; THENCE SOUTH 83°15'36" WEST ALONG THE SOUTH LINE OF SAID LOTS 11 THROUGH 13, A DISTANCE OF 1326.13 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 00°18'58" EAST ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 449.83 FEET; THENCE NORTH 83°15'58" EAST ALONG THE NORTH LINE OF SAID LOTS 11 THROUGH 13, A DISTANCE OF 968.28 FEET; THENCE NORTH 83°13'42" EAST CONTINUING ALONG SAID NORTH LINE, 915.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.36 ACRES (843,514 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

(to be known as THE RESERVE AT DAYBREAK PLAT 2)

AND

ALL OF LOTS 2 AND 3, SUGAR GROVE HEIGHTS PLAT 1, AN OFFICIAL PLAT, AND ALL OF PARCELS '18-38', '18-39', AND '18-40', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2018, PAGE 3873, ALL IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL '18-38'; THENCE SOUTH 01°12'01" WEST ALONG THE EAST LINE OF SAID PARCEL '18-38', A DISTANCE OF, 136.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 69°40'11" EAST ALONG THE NORTH LINE OF SAID LOTS 2 AND 3, A DISTANCE OF 947.71 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTH 27°38'20" WEST ALONG SAID EASTERLY LINE, 373.97 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88°42'20"

WEST ALONG THE SOUTH LINE OF SAID LOTS 2 AND 3, A DISTANCE OF 652.11 FEET; THENCE NORTH 45°51'47" WEST CONTINUING ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 95.71 FEET; THENCE NORTH 45°17'08" WEST CONTINUING ALONG SAID SOUTH LINE, 342.68 FEET TO THE SOUTH LINE OF SAID PARCEL '18-39'; THENCE SOUTH 86°29'35" WEST ALONG SAID SOUTH LINE, 204.61 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL '18-39'; THENCE NORTH 01°42'23" EAST ALONG THE WEST LINE OF SAID PARCEL '18-39', A DISTANCE OF 224.93 FEET TO THE SOUTH LINE OF SAID PARCEL '18-40'; THENCE SOUTH 86°29'35" WEST ALONG SAID SOUTH LINE, 3.06 FEET TO THE WEST LINE OF SAID PARCEL '18-40'; THENCE NORTH 03°30'25" WEST ALONG SAID WEST LINE, 262.50 FEET TO THE NORTH LINE OF SAID PARCELS '18-38', '18-39', AND '18-40'; THENCE NORTH 77°40'06" EAST ALONG SAID NORTH LINE, 168.17 FEET; THENCE SOUTH 88°46'19" EAST CONTINUING ALONG SAID NORTH LINE, 304.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.52 ACRES (675,998 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

(to be known as THE RESERVE AT DAYBREAK PLAT 3)

## **EXHIBIT "B"**

### **ARCHITECTURAL REVIEW PROCESS**

The Declarant or The Executive Committee of The Reserve at Daybreak Owners' Association, Inc. (the "Committee") will review all designs, plans and construction for:

- Consideration of primary site design issues
- Sensitivity to the special landscape potential of the home site.
- Compatibility in architectural design.
- Compliance with Covenants, Conditions, and Restrictions applying to THE RESERVE AT DAYBREAK.

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 or the Committee, upon approval of the Board of Directors of the Association, to meet the spirit and intent of the Declaration of Covenants, Conditions and Restrictions for THE RESERVE AT DAYBREAK.

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

As long as Declarant owns any Lot in THE RESERVE AT DAYBREAK, this review process shall be conducted by Declarant. Thereafter, the Executive Committee of the Association shall conduct this review process.

### **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, especially the heavily wooded nature of the area.

### **EXECUTIVE COMMITTEE**

THE RESERVE AT DAYBREAK is 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 or the Executive Committee of the Association (the "Committee"). The Declarant and the Committee do not seek to restrict individual creativity or preferences, but rather to maintain within the overall community the aesthetic relationship among homes, natural amenities, the wooded areas, and surrounding neighbors.

The Declarant and the Committee will use the 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 or Committee. Applications are available from the Association Manager. Approval by the Declarant or Committee must be received 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 THE RESERVE AT DAYBREAK.

## **DESIGN REVIEW PROCEDURE**

### **Pre-Application Research**

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

The City has jurisdiction over THE RESERVE AT DAYBREAK. The City should be contacted at the beginning of the planning process to ensure 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 or Committee 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 and the Committee 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 and the Committee in reviewing (and approving) plans, including architectural, site, and landscaping.

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

- a) Floor plans, drawn to  $\frac{1}{4} = 1'0''$  scale.
- b) 4 exterior elevations, with enough detail to allow the Committee 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.

### **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 "e", and two copies of the Application.
- b) Submit the exterior color scheme and material selections and brick and siding samples.
- c) If the Declarant, Committee, or the applicant so desire, meetings between the property owner and/or his agent, the Declarant and the Committee 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 or Committee's action by email. Plans needing to be extensively modified will require resubmittal. If the plans require no revisions, the Lot Owners will be notified of the approval by email.
- e) **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 or the Committee 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 Committee or Declarant.
- Show rear deck size with stairs to the lower grade.
- Indicate the garage back-up distance, at least 25' (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 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:  $\frac{1}{4}'' = 1'0''$

- 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:  $\frac{1}{4}'' = 1'0''$

- 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:  $\frac{1}{4}'' = 1'0''$

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

SHEET FIVE: ROOF PLAN:  $\frac{1}{4}'' = 1'0''$

- Indicate all roof areas and corresponding slopes.

SHEET SIX AND SEVEN: BUILDING ELEVATIONS:  $\frac{1}{4}'' = 1'0''$

- Building elevations should be drawn along with the 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  $8 \frac{1}{2}'' \times 11''$  sheets.
- The Declarant or the Committee 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.
- Any questions concerning the Association should be directed to the Association Manager.

- 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 cleanup 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 or Common Areas occurs through the construction process, the owner will be notified by phone or letter of the violations by the Association. Owners or their contractors will have three days to respond before the work is performed by the Association, the cost of which will be collected from the owner or contractor or assessed against the owner's lot as permitted by the Covenants.

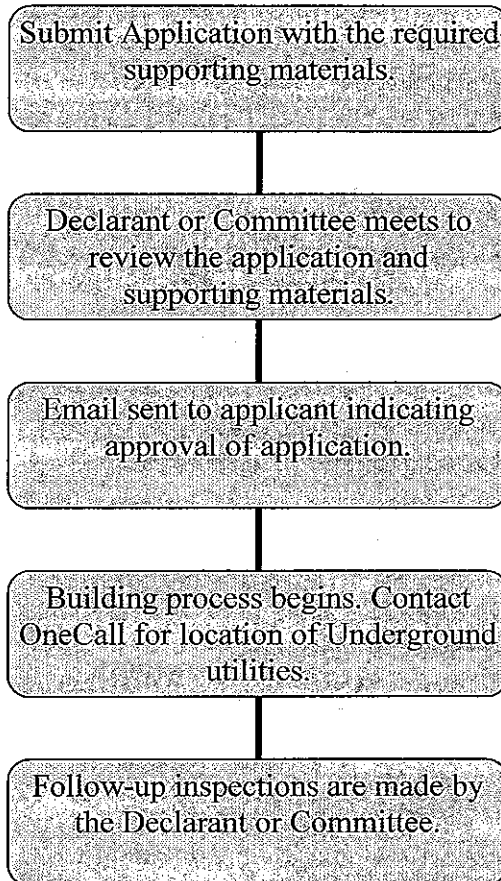
## **CONSTRUCTION**

The Declarant or the Committee 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 or Committee, 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 in approvals are not obtained prior to construction.



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

THE RESERVE AT DAYBREAK has been designed utilizing the natural elements as much as possible, especially the heavily wooded nature of the area. Various hardwood trees are prolific within the community and it is the intent of the Committee to maintain this landscape integrity.

The determining factor of good landscape design should always be the architecture and location of the residence. The Declarant or Committee 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 and Committee, in these Guidelines, have recommended various plant types to be used in 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 a 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.

The reason for including such a thorough plant list is that the landscape design submitted should be compatible with the THE RESERVE AT DAYBREAK concept of creating a subdued natural woodland landscape that appears mature and well established.

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 or Committee.

#### **VACANT HOMESITES**

Some Lot Owners may not elect to start construction in THE RESERVE AT DAYBREAK for several years. While vacant, these homesites must be kept clear of dead material (including trees) fallen branches, debris, shrubs, and other vegetation that is not on the theme plants list. 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 homes.

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 or Committee prior to extraction. Failure to maintain property in an acceptable condition will result in notification to the Owner by the Committee 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 Committee will have the work performed at the expense of the Owner or assessed against the Owner's Lot as permitted by the Covenants.

#### **NATURAL FEATURES**

Many fine mature trees exist in THE RESERVE AT DAYBREAK. Many are located in prominent view from the street giving them special significance. The Association has taken a positive step toward the recognition and protection of such trees by requiring approval by the Committee to remove any tree, on any building lot, with a trunk diameter over six (6) inches at four (4) feet above natural grade.

In addition to the already established vegetation, many other plant types will be acceptable for use within the community. The Declarant or Committee will take into consideration all elements of the individual landscape plan and plant materials selected during the approval process.

Fundamental to the design criteria is the need for gardens and lawns to harmonize with the native terrain and natural beauty of the community. Owners will be encouraged by the Committee to landscape their homesites with plant material that is indigenous to the existing area.

#### **SITE DEVELOPMENT**

The Declarant or Committee 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 or Committee.

#### **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 inherit 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 ensure 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 THE RESERVE AT DAYBREAK call for the maintenance of the existing grades in as much of the original condition as possible.

The Declarant and Committee are particularly conscious of site utilization and desire 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 ensure 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 or Committee 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 or Committee and shall be considering 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 or Committee 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 or to storm drainage facilities.

## **DESIGN CRITERIA**

It is desirable for the homes to exhibit the individuality or 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 within 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 and the Declarant have established minimum standards for building setbacks for various types of residential structures.

“Outdoor” elements of the house which are attached to the home (such as decks, porches, wing walls and such), are considered to be part of the house proper and will not be allowed to encroach into side or rear yard setbacks, except as variations in the case of unique site characteristics, which the Declarant or Committee may consider on a case-by-case basis. Patios, driveways, and walks may usually encroach into setback areas.

## **MAILBOXES**

The Declarant or Committee will control the selection and construction of all mailboxes for residences within THE RESERVE AT DAYBREAK. Standardized mailboxes as established by the Declarant or the Committee are the **ONLY** style that is approved for use. The Declarant or the Association will provide and install the mailbox at completion of construction, and the Lot Owner shall be responsible for paying the mailbox fee as set by the Declaration or the Association Board of Directors.

## **WALLS AND FENCES**

Walls and fences should be considered as an extension of the architecture or the residence. They should serve to make a transition between the mass of the architecture and the material 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 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 or Committee.

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 with which the wall comes in contact. 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 pool 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 or Committee prior to installation.

### **TENNIS COURTS**

Tennis courts must be located so that they will not infringe upon view corridors. Courts should be naturally screened from adjacent homesites and windscreens should be kept to moderate heights.

A plot plan showing the tennis court location shall be subject to review showing any and all proposed grading and screening. Design and color of fencing materials should blend naturally into the surrounding area and plant materials should be added where necessary to soften the visual impact. Surface colors must be approved. Night lighting of tennis courts is permitted if the light does not intrude on adjacent property. Tennis courts will be permitted only when they can be constructed so they do not constitute an intrusion upon the adjoining residents.

### **POOLS, THERAPY POOLS, SPAS**

The location of swimming pools, therapy pools and spas (including hot tubs) should address the relationships between indoor and outdoor features, setbacks, screening and the site's terrain.

The size, shape and siting of swimming pools must be carefully considered to achieve a feeling of compatibility with the surrounding natural and man-made elements. Pool and equipment enclosures must be architecturally related to the house and other structures in their placement, mass and detail. Pool decks at or within two (2) feet of grade may encroach into setback areas, but not closer than 10' to any property line.

### **GARAGES**

Front loading garages are permitted; however, side-loading garages are strongly encouraged. In either case, adequate screening should be provided.

## **GOOD DESIGN**

Terms such as “good 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/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 4/12 pitched roof, either gabled, hipped, sloped or flat. 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 in 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 the other openings but be consistent in styling.
- d) A raised deck and its supports should incorporate materials that relate to the residence such as brick, stucco or stone.
- e) Quoins, when utilized in the design, should be expressed on the side elevations as well as the front and on the elevations when used.
- f) 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.
- g) Masonry or stone facing using 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.
- h) 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.
- i) Chimneys should be properly located and substantial in mass. Chimneys should be designed with appropriate breaks for character.
- j) 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.
- b) Bricks should be earth-tone in color. Brick textures should not have contrived surfaces.
- c) Acceptable roofing materials are slate, tile, cedar shingles, cedar shakes, standing steamed copper, and heavy asphalt shingles.
- d) Windows and Doors; wood, vinyl-clad or aluminum-clad wood; glazing shall be clear or gray tinted only. NO reflective glass will be accepted.
- e) Siding should be constructed from redwood or cedar. Aluminum, steel, vinyl, Masonite and composition board are prohibited. Siding commonly known as "James Hardie Plank Concrete Lap Siding", "LP Smartside" or concrete siding shall be permitted.
- f) 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.