DECLARATION OF RESTRICTIVE COVENANTS

The undersigned, Vendors Unlimited Corporation, an Iowa corporation, and Lime Rock Springs Co., an Iowa corporation, being the owners and developers of the following described real property:

> Lots 1-15 of Block 1 of Wildflower Ridge Subdivision in Section 10, Township 89 North, Range 2 East of the 5th P.M., Dubuque County, Iowa, according to the recorded plat thereof.
>
> Lots 1-13 and Lot A of Block 2 of Wildflower Ridge Subdivision in Section 3, Township 89 North, Range 2 East of the 5th P.M., Dubuque County, Iowa, according to the recorded plat thereof.
>
> Lots 29, 30, 35, 36, 37, 38, and 39 in Marshfield, Dubuque County, Iowa being a part of the W ½ of Section 2 and the E ½ of Section 3, Township 89 North, Range 2 East of the 5th P.M., according to the United States Government Survey and the recorded plat thereof, and together with and subject to all other rights and easements of record.
>
> Lot 1 of the SE ¼ of the SW ¼, Lot 1 of the SW ¼ of the SW ¼, and Lot 2 of Lot 1 of the NE ¼ of the SW ¼ of Section 3, Township 89 North Range 2 East of the 5th P.M., according to the United States Government Survey and the recorded plat thereof, subject to easements of record.

hereby makes the following declarations as to limitations, restrictions and uses to which the above described real property and common properties as described herein may be put, hereby specifying that said declarations shall constitute covenants to run with all of said real estate, as provided by law, and shall be binding upon the heirs, successors and assigns of all parties and all persons claiming under them, and for the benefit and limitation upon all future owners of the above described real estate, including all lots now or hereafter existing in "Wildflower Ridge Subdivision."

ARTICLE I

DECLARATION PURPOSES

Section 1. General Purposes: The Developer is the owner of certain real property located in Dubuque County, Iowa, and desires to create thereon a planned community development provided with common properties designed for the private use of owners within such development, except herein otherwise provided.

(a) The Developer desires to provide for the preservation of the values and amenities in said planned community development and for the maintenance of the open spaces and other common properties and to this

end desires to subject the real property described in ARTICLE III to the covenants, restrictions, easements charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

(b) The Developer has deemed it desirable for the efficient preservation of the values and amenities in said planned community development to create an entity to which the common properties will be conveyed and transferred and to which will be delegated and assigned the powers of maintaining and administering the common properties, administering the roads, enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. For that purpose, the Developer will cause to be incorporated under the laws of the State of Iowa a non-profit corporation know as the "Wildflower Ridge Property Owner's Association, Inc."

Section 2. Declaration. To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that the real property hereinafter described in ARTICLE III as "Existing Properties" or "Additions To The Existing Properties", whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the respective owners of such lots, present and future.

ARTICLE II

DEFINITIONS

Section 1. The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to "The Wildflower Ridge Property Owner's Association, Inc." its successors and assigns.

(b) "Committee" shall mean the Architectural Review Committee.

(c) "Common Properties" shall mean any real property and improvements thereon and any personal property or equipment with respect to which the Developer grants, assigns or conveys to the Association, title, interest in or rights of use, or with respect to which the Developer permits use by the

Association and its members, and any replacement of or for any of the foregoing.

(d) "Contract Purchaser" shall mean any person or entity that purchases a lot by way of installment real estate contract.

(e) "Developer" shall mean Lime Rock Springs Co., its successors and assigns, and/or Vendors Unlimited Corporation, its successors and assigns.

(f) "Discharge Distribution Line" shall mean a line that moves discharge from more than one dwelling unit (including any dwelling accessory building).

(g) "Discharge Service Line" shall mean a line that moves discharge from only one dwelling unit (including any dwelling accessory building).

(h) "Dwelling" shall mean any building located on a dwelling lot and intended for the shelter and housing of a single family.

(i) "Dwelling Accessory Building" shall mean a subordinate building or a portion of a dwelling, the use of which is incident to the dwelling and customary in connection with that use.

(j) "Dwelling Lot" shall mean any lot intended for improvement with a dwelling.

(k) "Effluent Distribution Line" shall mean a line that moves sewerage from more than one dwelling unit (including any dwelling accessory building).

(l) "Effluent Service Line" shall mean a line that moves sewerage from only one dwelling unit (including any dwelling accessory building).

(m) "Existing Properties" shall mean and refer to the real estate described in Article III, Section 1.

(n) "Installment Real Estate Contract" shall mean an agreement made by the record owner of any lot to sell such lot to one or more purchasers by means of a series of installment payments from such purchaser and the delivery of a deed to such lot, to such purchaser, after all such installment payments have been made.

(o) "Living Area" shall mean that portion of a dwelling which is enclosed and customarily used for dwelling purposes and having not less than six (6) feet headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports or dwelling accessory buildings.

(p) "Living Unit" shall mean and refer to any portion of a structure situated upon the properties designed for occupancy by a single family.

(q) "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the properties.

(r) "Member" shall mean all those owners who are members of the Association as hereinafter provided.

(s) "Owner" shall mean the record owner, (whether one or more persons or entities), of a fee or undivided fee interest including contract purchasers of any lot or living unit, situated upon the properties but shall not include any such person or entity who holds such interest merely as a security for the performance of an obligation.

(t) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

(u) "Story" shall mean that portion of a dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

(v) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate structure.

(w) "The Properties" shall mean and refer to the Existing Properties, defined in ARTICLE III, Section 1, and Additions To The Existing Properties, defined in ARTICLE III, Section 2.

(x) "Water Company" shall mean Vendors Unlimited Corporation, its successors and assigns.

(y) "Water Distribution Line" shall mean a line that moves water to more than one dwelling unit (including any dwelling accessory building).

(z) "Water Service Line" shall mean a line that moves water to only one dwelling unit (including any dwelling accessory building).

ARTICLE III

EXISTING PROPERTIES – ADDITIONS – MERGERS

Section 1. Existing Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dubuque County Iowa, and more particularly described as follows:

(a) Lots 1-15 inclusive of Block 1 of "Wildflower Ridge Subdivision" in Section 10, Township 89 North, Range 2 East of the 5th P.M. in Dubuque County Iowa, according to the recorded plat thereof.

(b) Lots 1-13 inclusive and Lot A of Block 2 of "Wildflower Ridge Subdivision" in Section 3, Township 89 North, Range 2 East of the 5th P.M. in Dubuque County Iowa, according to the recorded plat thereof.

(c) Lots 29, 30, 35, 36, 37, 38, and 39 in Marsfield, Dubuque County, Iowa being a part of the W ½ of Section 2 and the E ½ of Section 3, Township 89 North, Range 2 East of the 5th P.M. according to the United States Government Survey and the recorded plat thereof, and together with and subject to all other rights and easements of record.

(d) Lot 1 of the SE ¼ of the SW ¼, Lot 1 of the SW ¼ of the SW ¼, and Lot 2 of Lot 1 of the NE ¼ of the SW ¼ of Section 3, Township 89 North Range 2 East of the 5th P.M., according to the United States Government Survey and the recorded plat thereof, subject to easements of record.

The Developer is developing the subdivision in phases. It is the intention of the Developer that Lot A of Block 2 of Wildflower Ridge Subdivision as well as the property described in ARTICLE III, Section 1(c) and 1(d) above shall be subdivided into additional dwelling lots. The Developer shall file a Supplemental Declaration identifying the additional dwelling lots once a plat is filed with the subdivision of Lot A of Block 2 of Wildflower Ridge Subdivision and/or the subdivision of any part of the property described in ARTICLE III, Section 1(c) and 1(d) above.

Section 2. Additions To The Existing Properties. The Developer may also acquire additional property contiguous to the Existing Properties. The Developer, its successors and assigns, in accordance with Developer's general plan of development for Wildflower Ridge Subdivision, at its option, shall have the right to bring within the scheme of this Declaration in future stages of development any part or all of said lands which are not included in the Existing Properties. The additions authorized under this and ARTICLE III Section 2 shall be made by filing of record a Supplemental Declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Any Supplemental Declaration may contain such complementary additions and modification of the covenants and restrictions contained in this Declaration as may be necessary to

reflect the different character, if any, of use of the added property, as are not inconsistent with the scheme of this Declaration. The additional property will become subject to assessment for its just share of Association expenses in accordance with the scheme of this Declaration. In no event shall any such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Existing Properties in any manner which would substantially alter the scheme of this Declaration.

Section 3. Mergers. In the event of a merger or consolidation by the Association with another association as authorized by its Articles of Incorporation, its properties, rights and obligations may be transferred to another surviving or consolidated association. Alternatively, if the Association is the surviving corporation in a merger or consolidation, it may administer the covenants and restrictions established by this Declaration within the existing properties together with the covenants and restrictions established upon any other properties, as one scheme. However, no such merger or consolidation shall effect any revocation, change or addition to the covenants established by this Declaration with respect to the Existing Properties or any Supplemental Declaration with respect to any additions thereto, except as hereinafter provided.

ARTICLE IV

ARCHITECTURAL REVIEW PROCESS

Section 1. Objectives. The Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural beauty of the area; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area. To achieve these goals, an "Architectural Review Committee" shall be established to approve all plans prior to construction.

Section 2. Architectural. To achieve Developer's objectives, the Developer shall have the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of the Developer.

Section 3. Matters Requiring Approval. Prior written approval shall be obtained from the Developer with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall, driveway access, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, elevation, heights, materials, color, location, grade, and proposed lawn and landscaping have been submitted to and approved in writing by the Developer.

Section 4. Procedure. Whenever approval is required of the Developer, appropriate plans and specifications shall be submitted to the Developer. The Developer

shall either approve or disapprove such design, location, proposed construction and clearing activities within thirty (30) days after said plans and specifications have been submitted to it; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Developer may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within thirty (30) days after submission, approval will not be required and this Article will be deemed fully complied with.

Section 5. Assignability. The function of the Developer under this Architectural Review Process shall be assignable at the option of the Developer to a committee of the Association created by the Association to carry out such function.

ARTICLE V

GENERAL RESTRICTIONS

Section 1. Land Use – Single Family Residential. The Properties shall be used only as dwelling lots for single family residences and shall be subject to all restrictions and covenants set forth in this Declaration. No building shall be erected on any lot except one dwelling designed for occupancy by a single family and one dwelling accessory building designed for use in conjunction with said dwelling.

Section 2. Subdivision of Lots. No lot shall be subdivided or re-subdivided to make smaller dwelling lots; provided however, this restrictions shall not prevent a purchaser of two or more contiguous lots from building one dwelling on more than one adjoining platted lots or two dwellings on three or more adjoining platted lots as shown on the subdivision plat.

Section 3. Structural Restrictions. No structure shall be erected or permitted exceeding three stories in height, or containing a private garage for less than two or more than four motor vehicles. A one story dwelling erected on a lot or lots of this subdivision must have a minimum of sixteen hundred (1,600) square feet of living area. A one and one-half or two-story dwelling unit must have a minimum of twelve hundred (1,200) square feet of living area on the main floor and no less than eight hundred (800) square feet of living area on the second.

Each dwelling shall have a minimum of seventy-five (75) percent brick or stone on its front. The Developer reserves the right to reduce or waive this requirement if the style of the dwelling does not lend itself to this requirement.

Any dwelling accessory building shall conform to the architectural style of the dwelling and the exterior shall be constructed with materials that replicate those on the exterior of the dwelling. No steel dwelling accessory building will be allowed, although steel siding on any such building is permissible if necessary to replicate the exterior of a

dwelling which has been approved by the Developer. Exterior wood burning boilers shall not be allowed within the subdivision.

Prefabricated, modular, component, and mobile homes are not allowed within the subdivision.

Section 4. Quality of Structure. It is the intention and purpose of these covenants and restrictions to insure that all structures shall be of a quality of design, workmanship, and materials which are compatible and harmonious with the natural setting of the area and the other structures within the development. All structures shall be built in accordance with applicable government building codes.

Section 5. Location of Structures on Lot. The Developer deems that the establishment of standard building setback lines for location of structures on individual lots is compatible with the objective of preserving the natural setting of the area and preserving and enhancing the existing features of natural beauty and visual continuity of the area. The Developer therefore has established the following minimum setbacks:

> Front: Fifty (50) feet as to all lots, but reserving in Developer the right to seek and secure approval for thirty (30) feet setback by the Dubuque County Board of Adjustment variance procedure as to lots 6, 8, 11, 12, & 13 of Block 2 of Wildflower Ridge Subdivision. The front setback shall be measured from the edge of the road right of way which is thirty three (33) feet from the center of the road.
>
> Rear: Fifty (50) feet as to all lots except any accessory building for a central well may have a zero rear yard setback if approved by the Dubuque County Zoning Department and/or the Dubuque County Board of Adjustment variance procedure...
>
> Side: Twenty (20) feet as to all lots.

Each dwelling shall present its most attractive front to the street in the subdivision upon which the lot abuts. The placement of dwellings on corner lots shall be determined by the Developer.

Section 6. Temporary Structures. No trailer, mobile home, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein or in the applicable Supplemental Declaration, and no temporary building structure of any kind shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of a structure shall be on the same lot as the structure and such temporary structures shall be removed upon completion of construction.

Section 7. Driveways. Driveways must be located for practicality as well as appearance. All driveways shall be concrete.

Section 8. Sidewalks. No sidewalk parallel to the roadway and generally referred to as "public sidewalks" shall be permitted. It is the intention of this provision to permit only walks constructed on the premises for the exclusive use of the owner. If in the event of annexation, future construction of sidewalks may be required per the prevailing political jurisdiction; this construction shall be at the lot owner's expense.

Section 9. Lighting. Each dwelling shall have a front yard light that is operated on a timer. The hours of operation shall be determined from time to time by the Developer as he sees fit.

Section 10. Completion of Construction. Any construction undertaken on any lot shall be continued with diligence toward completion thereof and construction of any dwelling shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes, or other matters beyond owner's control. Grading, seeding, sodding, and general landscaping shall be completed within eighteen months (18) from the commencement of excavation on the lot. Soil erosion shall be kept to a minimum and within the limits as provided by law. The lot owner shall be responsible for keeping soil from the construction site off the adjacent lots and out of the streets of the subdivision. The Developer, and if the Developer declines in writing, then the Association, shall have the right to complete any construction, grading, seeding, sodding, or general landscaping not completed within such time periods and to (a) recover the costs of same from the owner; and (b) place a lien on the lot in the amount of such costs.

Section 11. Maintenance of Lots. All lots, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. This shall include control of soil erosion. If not so maintained, the Developer shall have the right, through its agents and employees to do so, the cost of which shall be added to and become a part of the annual assessment with respect to such lot. Neither the Developer nor any of its agents, employees, or contractors shall be liable for trespass or any damage which may result from such work.

Section 12. Lot Appearance. No owner shall accumulate on his lot junked vehicles, litter, refuse, or other unsightly material, including without limitation, tents, shacks, and outbuildings. Garbage shall not be allowed to accumulate for more than one week and must be kept in adequate sanitary containers. All lots, whether or not improved, shall be kept free of weeds and debris and shall be mowed regularly. All lots shall have sufficient off-street parking to accommodate at least four automobiles, including garage space. Habitual parking on roadways is prohibited.

Section 13. Nuisances. No noxious or offensive activity shall be carried on in or upon any premises. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

Section 14. Pets. Except as otherwise permitted by any Supplemental Declaration, no animals of any kind, including but not limited to livestock, chicken, or fowl, shall be raised, bred, housed, quartered or kept on any lot, except that dogs, cats, and other ordinary household pets may be kept and housed provided they are not kept, bred, housed, or maintained for a any commercial purpose. Any such domestic animals kept as pets must be restrained and confined and kept off the premises of other lot owners and provided further that such domestic pets must be kept quiet and orderly so as not to disturb the peaceful enjoyment of other lot owners.

Section 15. Firewood. Firewood shall be stored within the residence or permitted shed. If stored outside, it shall be stacked and ranked immediately adjacent to the rear of the residence or the rear of the lot in an orderly fashion. If wood is purchased by the truckload, it must be cut and stacked within one month.

Section 16. Firearms. No firearms, air rifles, or BB guns shall be discharged within said subdivision and no hunting of any animals shall be permitted within said subdivision.

Section 17. Trees. All trees, bushes, and shrubs shall be protected in their native state as much as possible except as the same may interfere with a proposed sanitary sewer system or with a proposed structure and lawn as approved by the Developer.

Section 18. Other Prohibited Matters. No home occupation or profession shall be conducted on any lot except as may be authorized by the Developer. No commercial use of any dwelling or lot shall be permitted. No model home or homes shall be permitted on any lot or lots except by prior written approval of the Developer. Excepting, nothing herein shall prevent Developer from carrying out in the normal course of business the development, construction, and sales of the properties.

Section 19. Excess Earth Excavated. Excess earth excavated during construction on a dwelling lot shall be deposited wherever designated by the Developer and shall not be taken outside “Wildflower Ridge Subdivision” unless authorized by the Developer. This shall be done at no cost to the Developer.

Section 20. Mailboxes. Each lot shall have a mailbox and post of a type approved by the Developer. Such box shall be positioned immediately adjacent to the street on either side of the driveway. Said location to be determined by the Developer to the end that said mailboxes are uniform within the properties.

Section 21. Signs. No signs, billboards or advertising device, except those used in the sale of any lot or dwelling unit within the properties shall be placed on any lot or dwelling lot of the properties that is not approved by the Developer.

Section 22. Easements Reserved with Respect to Lots. The Developer reserves for itself, successors and assigns, easements over each lot, and the right to ingress and egress to the extent reasonably necessary to exercise such easements as follows:

(a) Utility easements shown on any recorded plat of the properties, except that if any plat fails to establish easements for such purposes then a ten (10) foot wide strip running along the side lot lines, front lot line, and rear lot line of the dwelling lots is reserved for the installation and maintenance of utility facilities, and incidental usage related thereto.

(b) An easement is reserved for surface drainage over any natural drainage areas within the dwelling lots.

(c) A well protection easement is reserved within a two hundred (200) foot radius of the central well servicing "Wildflower Ridge Subdivision" as shown on the final plat of Lots 1-15 of Block 1 of Wildflower Ridge Subdivision. An easement is also reserved for access and for connection to and use of the central well and appurtenant tank house servicing "Wildflower Ridge Subdivision" as shown on the final plat of Lots 1-15 of Block 1 of Wildflower Ridge Subdivision.

(d) A well protection easement is reserved within a two hundred (200) foot radius of any central well servicing "Wildflower Ridge Subdivision" which is placed on Lot A of Block 2 of Wildflower Ridge Subdivision or on the property described in ARTICLE III, Section 1(c) and 1(d) or ARTICLE III, Section 2. An easement shall also be reserved for access and for connection to and use of any central well and appurtenant tank house. All such easements shall be shown on the final plat of the area to be subdivided and shall be contained entirely within the area to be subdivided.

(e) The Developer reserves the right to construct a tank house on the easement described in ARTICLE V, Section 22(c) and 22(d) above. The Water Company shall be responsible for maintaining any access to such tank house.

(f) The lot owner shall not place any structure on any such easement and shall be responsible for maintaining the easement except as provided in ARTICLE V, Section 22 (e) above. Any damages caused by the user of the easement shall be repaired and restored by such user.

(g) Prior to commencement of construction upon any lot, the Developer, its successors, assigns, or licensees, shall have the right to enter upon any lot for the purpose of removing offensive underbrush or for pest control purposes. No such entry shall be deemed a trespass.

(h) No lot owner shall have any claim or cause of action, except as herein provided, against the Developer, its successors, assigns, or licensees arising out of exercise or non-exercise of any reserved easement except cases of willful or wanton misconduct.

ARTICLE VI

UTILITIES

Section 1. Central Water System. "Wildflower Ridge Subdivision" shall be served by a central water system and each lot owner shall abide by the terms and conditions of the Water Agreement for Central Water System between Developer and Water Company and attached hereto as Exhibit A. Additionally, all lot owners shall be subject to the following:

(a) Private wells will not be allowed unless agreed to by the Developer and the Water Company and approved by the Dubuque County Health Department.

(b) The Developer has provided a connection to the water distribution line just behind the curb at one of the lot intersections. All lot owners shall be required to provide a water service line from the dwelling unit to this connection which shall be paid by the owner(s) of the dwelling unit served. Additionally, all costs and expenses of maintaining, repairing, or replacing a water service line including the saddle on the water distribution line and the valve and stop box shall be paid by the owner(s) of the dwelling unit served.

Section 2. Central Well Protection. The owners of Lots 2, 3, 4, 14, & 15 of Block 1 of Wildflower Ridge Subdivision shall be subject to the following restrictions for the protection of the central well:

(a) No chemical application to the ground shall be allowed within a one hundred (100) foot radius of the central well.

(c) No animal enclosures shall be located within a one hundred (100) foot radius of the central well.

(d) No septic tank shall be located within a one hundred (100) foot radius of the central well.

(e) No sanitary sewer drain fields shall be located within a two hundred (200) foot radius of the central well.

Any future central well servicing "Wildflower Ridge Subdivision" located on Lot A of Block 2 of Wildflower Ridge Subdivision or the property described in ARTICLE III, Section 1(c) and 1(d) or ARTICLE III, Section 2 shall be similarly protected. The Developer shall file a Supplemental Declaration identifying the additional dwelling lots which shall be subject to this ARTICLE VI, Section 2.

Section 3. Sewage Disposal. Sewage Disposal for all lots will be by individual or shared sewage disposal systems as indicated on the plat(s) or by other approved methods for individual lots acceptable to and approved by the Dubuque County Health

Department. Easement rights and obligations are as indicated on the plat(s) and/or in ARTICLE V, Section 22. All lots are subject to the following provisions:

(a) All costs and expenses of operating, maintaining, repairing, or replacing a multiple lot surge tank and septic field, an effluent distribution line, or a discharge distribution line shall be shared equally by the owners of the dwelling units served.

(b) All costs and expenses of maintaining, repairing, or replacing an individual septic tank, an individual surge tank, and individual septic field, an effluent service line, or a discharge service line shall be paid by the owner(s) of the dwelling unit served.

(c) The owners of lots serviced by a multiple lot surge tank and septic field and connected effluent distribution system shall be the owners of such shared surge tank and septic field and effluent distribution lines which ownership interest can only be evidenced by and transferred incident to conveyances of the underlying real property served. In other words, conveyance of a lot automatically carries with it such ownership interest in the shared septic field and effluent distribution lines. Notwithstanding, the rights acquired by one owner in relation to real property other than the lot owned by such owner are easement rights only as distinguished from a fee simple title interest.

(d) The Association shall act as agent for the owners of each multiple lot surge tank and septic field and effluent distribution system or discharge distribution line with respect to the matter of billing, collecting, and payment of subparagraph (a) shared costs and expenses and with respect to resolution of disputes arising in connection therewith which it shall finally resolve without right of judicial or other review or appeal except as to any decision claimed to be both arbitrary and capricious. This service shall be provided by the Association on a cost recovery basis and without liability to or recourse in favor of any lot owner(s). The Association shall not hereby acquire any ownership interest in any of the affected surge tanks and septic fields and effluent distribution lines or discharge distribution lines

(e) All monies due the Association pursuant to subparagraph (d) above not paid within thirty (30) days of submission of the statement shall be assessable, a charge upon the affected lot (s) and subject to lien in the same manner as assessments provided for in ARTICLE IX.

(f) Design. Sanitary disposal or other approved methods must be designed by an Iowa Registered Professional Engineer or an Iowa Registered Sanitarian.

(g) Design Plans. The design plans for any system shall be submitted to and a permit for installation obtained from the Dubuque County Health Department or other authority having jurisdiction.

(h) Percolation Test. Proof acceptable to the Dubuque County Health Administrator that a separate percolation test has been taken on each such lot must be submitted with the above mentioned permit application.

(i) Inspection. Any such system as installed shall be subject to inspection and final approval by the Dubuque County Health Department before backfilling. Said inspection shall be visual and on the owner's lot site. Any system covered up prior to inspection shall be uncovered and inspected prior to the issuance of any occupant permit.

(j) Contractors. Lot owners shall hire only competent contractors to install said systems and said contractors shall construct same in accordance with the rules and regulations of the Dubuque County Department of Health and/or the State of Iowa Department of Health. In the event that Dubuque County Board of Supervisors develops a method of licensing contractors for the construction of sewage systems, said contractor hired by the lot owner shall be so licensed.

(k) Ongoing Inspection. Each septic tank system shall be inspected at least once every five (5) years, more often if same is not functioning properly, and any malfunction detected by such inspection shall be corrected immediately or as soon thereafter as the weather permits. The inspection to be made in accord with this subparagraph shall be undertaken by a qualified inspector approved by the Dubuque County Department of Health and/or the Iowa Department of Health.

(l) Pumping of Septic Tanks. All septic tanks within the subdivision shall be pumped no less than every four (4) years.

(m) Effluent. No effluent shall be permitted to flow out or over any property and any malfunction shall be corrected immediately upon discovery or as soon thereafter as the weather permits.

(n) Rules and Regulations. Any private septic tank systems to be established and maintained in accord herewith shall be subject to the rules and regulations of the Iowa Department of Environmental Quality, the Iowa Department of Health, and the Dubuque County Department of Health and any violation thereof shall be subject to the penalty and penalties prescribed by each of said agencies.

(o) Sanitary Sewer District. In the event a sanitary sewer district with a central system of sewage disposal and sewer lines is created, each lot owner will be obligated to connect to same within five (5) years after the system becomes available or when the present system on said lot malfunction, whichever occurs first.

(p) Hold Harmless. Each lot owner shall hold the Developer, Dubuque County, and the State of Iowa harmless for the failure of the individual or shared sewage disposal systems within the subdivision.

Section 4. Storm Sewer Easements. The Developer shall determine which areas of the Storm Sewer Easements shall be serviced by piping. Surface drainage shall be allowed in all other areas of the Storm Sewer Easements.

Section 5. Sanitary Sewer Easements. Discharge from sewage disposal systems other than absorption septic systems shall be within the designated sanitary sewer or utility easements. At certain lot corners, the Developer has provided piping for the purpose of conducting discharge from these alternative systems. Any lot owner required to have an alternative system with a discharge shall be required to connect to this piping providing it is available at his lot corner. Connection to this piping shall be at the lot owner's expense. The Developer shall determine which areas of the sanitary sewer easements or utility easements shall be served by piping. Surface drainage shall be allowed in all other areas. No storm water discharge shall be allowed to be connected to this piping.

Section 6. Underground Utilities. All utilities shall be located underground including, but not limited to, telephone, electric, natural gas, and cable television. However, this provision shall not apply to ARTICLE VI, Section 4 and ARTICLE VI, Section 5 above.

Section 7. Maintenance of Storm Sewer Systems. The Association shall accept from the Developer, the responsibility for the operation, repair, and maintenance, of the Storm Sewer Systems and the associated easements.

ARTICLE VII

THE COMMON PROPERTIES: RIGHTS, OBLIGATIONS AND RESERVATIONS WITH RESPECT THERETO

Section1. Members Easement of Enjoyment. Subject to the provisions of this Article VII, every member shall have the non-exclusive right and easement of enjoyment in and to the common properties, which easement shall be appurtenant to and shall pass with the title to every lot and living unit.

Section 2. Obligation Of The Association With Respect To Common Properties. The Association, for itself, its successors and assigns, hereby covenants with the Developer as follows:

(a) The Association will accept conveyance of the common properties which the Developer is obligated to or may convey to the Association. The Association will maintain all common properties and in particular will maintain the streets or roads in the subdivision by repairing or replacing them when necessary and

by removing snow and all other obstructions so as to keep them open and passable at all times.

The Developer has kept the paving for Wildflower Ridge Subdivision Block 1 and Block 2 one and one-half inches below the curb to facilitate the addition of a one and one-half inch asphalt lift at some time in the future at the expense of the Association. It is specifically understood that the Developer will not be providing this one and one-half inch asphalt lift and that the Developer has no further obligations regarding the paving for Wildflower Ridge Subdivision Block 1 and Block 2.

(b) The Association agrees that the general public shall have the right to the use of its streets.

(c) The Association will preserve and maintain for the common benefit of its members, and other users of right, all of the common properties which it shall own, shall pay any taxes assessed thereon, carry insurance with respect thereto as determined by its board of directors, and shall keep same in good and sightly repair.

Section 3. Obligation Of The Association With Respect To The Central Water System. The Central Water System shall be owned by the Water Company. The Water Company reserves the right to sell, convey, or transfer ownership of the Central Water System to anyone. Although it has no obligation to do so, in the event the Water Company desires to sell, convey or transfer ownership of the Central Water System to the Association at a nominal charge of One Dollar ($1.00), the Association shall be obligated to accept the Central Water System.

Section 4. Extent of Members Easement. The rights and easements of enjoyment created hereby for the benefit of the association members and other users of right shall be subject to the following:

(a) Rights of the Developer, its successors, assigns, licensees and sub-licensees as herein reserved.

(b) The right of the association to dedicate or transfer all or any part of the roads and common properties to any public agency, authority or utility, subject to the conditions and limitation as provided in its Articles of Incorporation.

Section 5. Rights and Easements Reserved by Developer. The Developer for itself, its successors and assigns, reserves the following rights and easements in and with respect to common properties transferred to the association:

(a) An easement is reserved with respect to all open areas conveyed to the Association pursuant to this Declaration, to install, lay, construct, renew, operate, and maintain underground utility lines, conduits, and

equipment, and structures and devices relating to utility services for the purpose of serving the properties with telephone, electricity, cable service, natural gas, water, sewer, and other utility services; and Developer, its successors and assigns, through authorized representatives, may enter upon such areas at all times for any such purposes, and cut down and remove any trees or brush that interferes or threatens interference with any such right to use.

(b) An easement is reserved for surface drainage over any open areas to include drainage from Storm and Sanitary and Drainage Easements.

(c) Agents, representatives and licensees of the Developer shall have the right at all times to enter upon the open areas for the purpose of exercising any such reserved rights, and no such entry shall constitute trespass, provided that no such entry shall interfere unreasonably with the use and enjoyment of the common properties by the members, except as restricted herein.

(d) The Developer, its successors and assigns, by their agents and representatives, reserves the right during the sales period of the development to gain access to any and all of the common properties and lots of which the Developer is the record holder and reserves the right to perform such acts thereon and with respect thereto as it may determine, except the exercise of such rights shall not unreasonably interfere with the use of the common properties by members.

Section 6. Road Easement Reserved by Developer. The Developer for itself, its successors and assigns, reserves the right to the twenty foot wide road easement known as Cedar Hill (formerly known as Barton Lane) for purposes of maintaining the storm sewer located on Lots 11 and 12 of Block 2 of Wildflower Ridge Subdivision. The Developer retains the right to release and cancel the easement at anytime in its sole discretion by filing a Cancellation and Release Agreement with the County Recorder in and for Dubuque County, Iowa.

ARTICLE VIII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee, or undivided fee, interest in any lot subject to these covenants shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in ARTICLE VIII, Section 1 above with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by ARTICLE VIII, Section 1 above. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. Class B members shall be the Developer. The Class B member shall be entitled to three votes for each lot in which it holds interest required for membership. Subject to ARTICLE VIII, Section 3 below, Class B membership shall cease and become converted to Class A membership on the happening or either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 2011.

From and after either the happening of either of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot in which it holds the interests required for membership under ARTICLE VIII, Section 1 above. However, it is the anticipated that the Developer may again become a Class B member as provided by ARTICLE VIII, Section 3 below.

Section 3. Voting Rights Revised. The Developer is developing the subdivision in phases. Therefore, upon the subdivision of Lot A of Block 2 of Wildflower Ridge Subdivision and/or the subdivision of any of the property described in ARTICLE III, Section 1(c) and 1(d) and/or the addition of property as per ARTICLE III, Section 2, the Developer shall again be a Class B member entitled to three votes for each lot in which it holds the interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On the seventh (7) anniversary of the filing of record of a plat of subdivision of Lot A of Block 2 of Wildflower Ridge Subdivision or any of the property described in ARTICLE III, Section 1(c) or 1(d) or in ARTICLE III, Section 2. However, this date shall reset with the recording of the plat last recorded as the subdivision is being developed in phases.

From and after the happening of either of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot which it hold the interests required for membership under ARTICLE VIII, Section 1 above.

ARTICLE IX

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation with Respect to Assessments. The Developer, for each lot within the properties subject to the provisions of this Declaration hereby covenants and each owner of any such lot, by the acceptance of a deed therefore or contract for the purchase thereof (whether or not it shall be so expressed in a any such deed or contract), shall be deemed to covenant for himself, his heirs, representatives, successors and assigns to pay to the Association an annual assessment. All such assessments, together with interest thereon and cost of collection thereof, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land when such lien is perfected as provided in this article. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time the assessment became due.

Section 2. Purpose of Assessments – Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members, and for the improvements and maintenance of the common properties, and to providing services and facilities related to all or any of the foregoing matters, and of the members, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, payment for any services provided to members with respect to the foregoing matters, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Amount of Assessment, Change in Amount, and Date of Commencement. The annual assessment for each year, commencing with the assessment made with respect to calendar year 2004, shall be two hundred dollars ($200.00). No assessment shall be made with respect to any period prior to 2004. The board of directors of the Association, by resolution adopted in the manner provided in its by-laws may increase the amount of the annual assessment for any future year. The amount of the increase for each lot shall not exceed the total actually expended for such maintenance for that year by the Association, divided by the total number of lots subject to assessment in the subdivision, unless an annual assessment of a greater amount for such year shall have been approved by

vote of members as provided in the by-laws of the Association. The annual assessments described herein must be fixed at a uniform rate for all lots and consistent with ARTICLE IX, Section 6 below.

Section 4. Effect of Nonpayment of Assessment; the Lien; Personal Obligation of the Owner. If any assessment is not paid on the date when due, such assessment thereupon shall become delinquent and from and after the time when the Association shall have filed against the delinquent property with the Dubuque County Recorder an appropriate instrument setting forth such delinquency , such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, representatives, successors and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

Section 5. Interest; Remedies of the Association. Delinquent assessments shall bear interest at the highest legal interest rate chargeable to individuals from the date of delinquency. The Association may bring either an action at law against the person personally obligated to pay the same, or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest as provided by law and reasonable attorney's fees to be fixed by the court, together with the cost of such action.

Section 6. Exempt Property. Notwithstanding the foregoing, no assessments, charges, or liens shall be assessed with respect to lots owned by the developer except lots subject to installment real estate contracts

Section 7. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or deed to secure debt now or hereafter placed upon the properties subject to assessment, provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or and other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 8. Proof of Payment. The association upon request and payment of a service fee of not more than twenty dollars ($20.00) at any time shall furnish any owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any , which have been made

with respect to said owner's property and which are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded with the Dubuque County Recorder. If prior to the expiration of the twenty-one (21) year period the then owners of seventy-five (75) percent of the lots covered by this Declaration sign an agreement to continue the covenants and restrictions for another twenty-one (21) years, then the Board of Directors of the Association shall file a verified claim with the Dubuque County Recorder before the expiration of the twenty-one (21) year period. This verified claim shall extend the covenants and restrictions another twenty-one (21) years. This same procedure shall be followed for each successive twenty-one (21) year period.

Section 2. Notices. Any notice sent or required to be sent to any member or lot owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or lot owner on the records of the Association at time of mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain the violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the Association to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of this right to do so thereafter.

Section 4. Modification. By recorded Supplemental Declaration, the Association may modify any of the provisions of this Declaration or any Supplemental Declaration for the purposes of clarification or otherwise, provided that it shall not substantially alter the scheme of this Declaration or any succeeding Supplemental Declaration and provided that the modification is approved by two-thirds of the votes which members are entitled to cast.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall effect any other provision, which shall remain in full force and effect.

Section 6. Occupants. All of the obligations, liabilities, and covenants imposed upon owners hereunder shall also be applicable to and imposed upon all persons occupying any lot who are not owners other than Developer.

Section 7. Creation of Association. The Association shall be organized by the Developer at such time as Developer in its discretion may determine, but in no event later than January 1, 2004.

Section 8. Administration. Until such time as the Association is organized, Developer, its successors and assigns, shall be vested with all powers of the Association described herein and in the by-laws.

Section 9. Rules and Regulations. The Association may promulgate such rules and regulations with respect to the properties as it may determine.

Section 10. Deeds. Each lot owner and purchaser under an installment real estate contract accepts such conveyance subject to restrictions, covenants, obligation, and liabilities hereby created, reserved, or declared, all as though same were recited at length in such deed or installment real estate contract.

IN WITNESS WHEREOF, the foregoing instrument has been executed this _____ day of _____, 2004.

Vendors Unlimited Corporation

By_____
James P. Gantz,
President

By _____
Rosemary A. Gantz
Secretary

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this _____ day of _____, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared James P. Gantz and Rosemary A. Gantz, to me personally known, who, being by me duly sworn, did say that they are President and Secretary, respectively, of the corporation executing the foregoing instrument; that the corporation has no seal; that said instrument was signed on behalf of the corporation by authority of its board of directors; and James P. Gantz and Rosemary A. Gantz as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

Lime Rock Springs Co.

By _____
James P. Gantz
President

By _____
Rosemary A. Gantz
Secretary

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this _____ day of _____, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared James P. Gantz and Rosemary A. Gantz, to me personally known, who, being by me duly sworn, did say that they are President and Secretary, respectively, of the corporation executing the foregoing instrument; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of the corporation by authority of its board of directors; and James P. Gantz and Rosemary A. Gantz as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa