

Summary of
The Harvester Community
“Declaration of Covenants, Conditions and Restrictions” and
Bylaws of “The Harvester Community Association”
Revised August 18, 2000

The “Declaration of Covenants, Conditions, and Restrictions” for The Harvester creates a governance structure and flexible system of standards and procedures for the overall development, expansion, administration, maintenance and preservation of The Harvester as a planned community. The Bylaws of “The Harvester Community Association” establish rights and obligations for members of The Harvester Community. The following is a summary of some of the important provisions of the Covenants and the Bylaws. *An owner or prospective owner of a lot in The Harvester should review the covenants and bylaws in their entirety.*

GENERAL ITEMS

1. The covenants create a community wide standard that is intended to enhance development of The Harvester. The Harvester Community Association (the “Association”) is created to develop, modify, and enforce that standard. Harvester Development, L.C., the developer of The Harvester, will initially control the Association.
2. Architectural guidelines will be created and applied to each residence that is to be built in The Harvester. The architectural guidelines will be applied by an Architectural Review Committee (“ARC”). Each residence that is to be built in The Harvester must obtain approval of the ARC prior to beginning construction of the residence. Harvester Development, L.C., will create the initial set of architectural standards.
3. The owner(s) of a lot in The Harvester will be a member of the Association. Initially, Harvester Development, L.C., will appoint all directors of the Association. As The Harvester grows and more homes are built, owners of homes in The Harvester will have the opportunity to be elected as “Homestead” representatives and serve on the Board of Directors of the Association.
4. The Harvester will be organized by “Homesteads”. Each lot in a Homestead will have similar characteristics; but the several Homesteads may be different in nature (e.g. single family homes in one Homestead; while another Homestead is comprised of townhomes).
5. The Association will have the responsibility and authority to create a budget to pay for common expenses incurred by residents of The Harvester. The Association is responsible for maintaining and controlling the common areas in The Harvester. The Association has the authority to impose general, special, and specific assessments against lots in The Harvester. The assessments imposed against a lot will be a personal obligation of that lot owner and will be a lien upon each lot until the assessment is paid. The lien for an unpaid assessment will be subordinate to a lot owner’s first mortgage. Assessments may vary between Homesteads depending upon the community services required or requested by each Homestead. Assessments will be uniform within each Homestead.
6. The costs of initial development of The Harvester and each Homestead will be paid by Harvester Development, L.C., and will not be assessed against purchasers of lots in The Harvester.
7. Harvester Development, L.C., has the sole authority to determine the boundaries of The Harvester. Once property is included in The Harvester and homes are built on that property, those homes cannot be removed from The Harvester without the lot owners’ consent.

8. Centralized utilities for water, sewer, electricity, cable TV, local telephone, high speed internet connection, and natural gas services are planned for The Harvester and each lot in The Harvester must use the centralized utility services provided and pay the uniform charges for that utility service.

9. Harvester Amenities, L.C., may provide services to the Association and residents of The Harvester. Harvester Amenities is an affiliated company of Harvester Development, L.C., and Jensen Golf, L.C.

10. The Harvester Golf Course is owned by Jensen Golf, L.C., and is not included as part of The Harvester.

11. The Harvester Golf Course is adjacent to The Harvester. Owners of lots in The Harvester that adjoin the golf course give all golfers and the golf course owner the right to retrieve stray golf balls that are hit onto lots in The Harvester and consent to golf course maintenance and operational activities that may effect lots in The Harvester.

12. The following activities may, in some manner, be restricted in The Harvester; parking vehicles on streets, having household pets other than cats and dogs, engaging in activities or hobbies that annoy other owners, burning leaves or brush except at times permitted by the Association, operating a business out of a residence that creates traffic or disrupts the neighborhood, and posting signs that are visible to other owners.

13. Homes may be leased in The Harvester. The Association may regulate and limit the location of homes that may be leased; the length of leases; and the family relationship of tenants in the leased homes.

14. Installation and design of fences on lots in The Harvester is subject to review and approval by the ARC.

15. Each lot in The Harvester must be adequately landscaped and trees must be protected during construction of residences in The Harvester.

16. Outdoor lighting is regulated in The Harvester.

17. Each Homestead will have requirements that apply to each residence in that Homestead. The requirements will identify minimum square footage of a residence; permitted exterior construction materials, roofing products and foundation types; size of a garage; building setbacks; location and size of "outbuildings"; and a time to complete construction of a residence after purchase of a lot.

SPECIFIC ITEMS

1. **LOT DIVISION.** No lot shall be divided.

2. **RESIDENTIAL USE.** Each lot within the subdivision is hereby restricted to residential use and uses related to the convenience and enjoyment of such residential use. No more than three unrelated persons shall occupy, use, purchase, own, rent, or live in any of the residences. There shall be only one residential building per lot.

3. **CONSTRUCTION.** All buildings shall be of new construction only. No structure of any kind shall be moved onto any lot.

A. **Size.**

Country Homes: A single-story, split-foyer or split-level style residential building shall cover a ground floor living area of at least 1,750 square feet; one and one-half story residences shall contain a ground floor living area of at least 1,500 square feet and 850 square feet on the second floor; and two-story residences shall contain a ground floor living area of at least 1,500 square feet and 1,250 square feet on the second floor, all exclusive of attached porches, decks, breezeways, patios, courts, and garages. No residence may exceed thirty-five (35) feet in height above the natural grade at the highest point on the foundation.

Country Estates: A single-story, split-foyer or split-level style residential building shall cover a ground floor living area of at least 2,250 square feet; one and one-half story residences shall contain a ground floor living area of at least 2,000 square feet and 1,100 square feet on the second floor; and two-story residences shall contain a ground floor living area of at least 2,000 square feet and 1,500 square feet on the second floor, all exclusive of attached porches, decks, breezeways, patios, courts, and garages. No residence may exceed thirty-five (35) feet in height above the natural grade at the highest point on the foundation.

B. Setbacks. Setbacks from all lot lines for all structures shall be in accordance with the ordinances of Marshall County, Iowa, except that additional setback distances may be imposed by the Declarant and the ARC.

C. Exterior veneer. The exterior veneer of any building shall be constructed of wood, brick, stone, stucco, steel siding, or other veneer material approved by the ARC.

D. Roofing. The roofing of all buildings shall be of wood shake, slate, or heavy decorator shingles (e.g. Hallmark, Timberline, or equal quality). No three-tab asphalt shingles shall be used.

E. Foundation. Foundations shall be constructed of wood or concrete. No more than twenty-five percent (25%) of the exterior walls of a single-story building shall be exposed concrete, and no more than fifteen percent (15%) of the exterior walls of a one and one-half story or two-story building shall be exposed concrete.

F. Garage. All residences shall have an attached or detached garage sufficient in size to accommodate two or more automobiles, with a minimum size of four hundred (400) square feet. No more than one automobile shall be permitted to park on the driveway leading to a garage on a permanent basis.

G. Fences. All fences erected along lot lines shall be a minimum of thirty (30) inches inside the lot line, unless a signed fence agreement is established by the adjoining Owners. No fences over three feet in height will be permitted within the front fifty (50) feet of any lot. No fences over six feet in height will be permitted anywhere on any lot. No chain-link fence shall be permitted on any lot. All swimming pools shall be completely surrounded by a locked, non-climbable fence six (6) feet high. All proposed fence designs and materials must be submitted to and approved in writing by the Declarant, or by an Architectural Control Committee composed of two or more representatives appointed by the Declarant.

H. Construction period. The Owner of a lot shall build and complete a primary residence within two (2) years of the initial purchase of said lot from Declarant (closing on the lot). A monetary penalty of one percent (1%) of the lot purchase price will be assigned monthly by the Declarant to the Owner if the residence is not completed within the said timeframe. The Declarant may waive this monetary penalty or may extend the time period in which an owner must complete a dwelling. A completed residence is defined as a residence suitable for occupancy. All building structures or other improvements of any nature must be completed within nine (9) months of the commencement date of the construction. Until the primary residence is constructed, the Owner shall keep the lot mowed and/or give the lot such maintenance as the character of any individual lot shall require to keep the lot attractive and not a detriment to the subdivision. No outbuilding structure may be built upon the lot before completion of the primary residence.

I. Construction pre-approval. No building or accessory structure shall be commenced, erected, or maintained upon any lot nor shall any exterior addition to or change or alteration therein, be made until a site plan and building plans and specifications showing the nature, kind, shape, height, materials and location of the same, and a list of the names of the architect(s), building contractor and major subcontractors have been submitted to and approved in writing by the Declarant, or by the ARC, composed of two or more representatives appointed by the Declarant. The Owner must pay a design review fee of one-tenth of one percent (0.10%) of the total value of the improvement to the Declarant. The plans shall show existing topography, proposed topography, the general location of existing trees, proposed trees and landscaping, all proposed site improvements, building floor plans and architectural elevations of all sides of the proposed structure(s). The primary guidelines for approval are that the plans and specifications reflect the harmony of external design and location in relation to surrounding structures and topography. In the event the Declarant, or its designated committee, fail to approve or disapprove such design or location within thirty

(30) days after said plans have been submitted to it, approval will not be required and this restriction will be deemed to have been fully complied with.

J. Building control. Any deviation in construction from the approved plans and specifications on any building or accessory building which, in the judgment of the Declarant, is of substantial detriment to the appearance of the structure and surrounding area, shall be corrected to conform to the approved plans at the expense of the Owner.

4. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn or other accessory buildings shall be used on any portion of any lot at any time as a residence, either temporary or permanent.

5. OFFENSIVE TRADE. No obnoxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the adjacent properties or neighborhood. No lot shall be used or maintained as a dumping ground for rubbish or debris of any kind.

6. HOME BUSINESS. A business operated out of a residence shall be permitted so long as it is done wholly within the residence, it will not cause increased traffic or congestion within the subdivision, and there will be no outward indication, signs or otherwise, indicating such business enterprise; however no automotive repair or rebuilding or any other form of automotive manufacture, whether hire or otherwise shall occur on any lot or driveway in the said subdivision. Pre-approval must be granted in writing from the Declarant before home business operation begins. All home businesses must be approved by Marshall County.

7. YARD MAINTENANCE. All Owners shall keep each lot mowed, raked, weed-free or weed-controlled and free of debris. All Owners shall be responsible for implementing appropriate erosion control measures before, during, and after construction. Such measures may include temporary sedimentation areas, silt fences, and ground cover, planting and seeding to cover all exposed areas and prevent erosion. If in the opinion of the Declarant, its attorney-in-fact or successor in interest, such erosion is not properly controlled, corrective action may be taken and the costs thereof assessed against the Owner. No leaf burning shall be permitted on any lot, unless permitted in writing by Declarant.

8. TRASH/GARBAGE REMOVAL. All rubbish, trash or garbage shall be regularly removed from each lot, and shall not be allowed to accumulate thereon. No trash burning or burning of building materials shall be permitted on any lot.

9. GARDENING. Gardening of food products shall be done in individual backyards only. Flower gardens and other similar landscaping gardens shall not be restricted to any area on the lot.

10. LANDSCAPING. Each lot within the subdivision shall be adequately landscaped upon completion of the primary residence. Owners with less than fifteen (15) percent mature tree coverage on each lot will be required before occupancy to plant and maintain two (2) hardwood trees of 2" caliper or greater and four (4) hardwood trees of 1-1/2" caliper or greater. Owners with between fifteen (15) percent less than fifty (50) percent mature tree coverage on each lot will be required before occupancy to plant and maintain one (1) hardwood tree of 2" caliper or greater and two (2) hardwood trees of 1-1/2" caliper or greater. Owners with fifty (50) percent or greater mature tree coverage on each lot will not be required to plant any hardwood trees. No trees or plants that exceed six (6) feet in height at full growth may be planted within fifty (50) feet of the golf course property, unless permitted in writing by Jensen Golf, L.C.

All unimproved areas of each lot shall either be sodded or seeded before completion of the primary residence. If said completion will occur during a season which makes it impossible to accomplish the task, occupancy shall occur and said work will immediately be completed by the Owner when weather conditions first permit.

11. CHEMICALS. Any chemical fertilizer, herbicide, or pesticide that may be used shall be applied and disposed of in an environmentally responsible manner. Declarant reserves the right to ban any chemical fertilizer, herbicide, or pesticide that may interfere with the maintenance and care of the golf course property adjoining the subdivision.

12. NO HUNTING. No hunting, trapping, shooting of wildlife or discharging of firearms shall be allowed in the subdivision.

13. NO MOBILE OR MODULAR HOMES. There shall be no mobile homes or modular homes placed nor erected on any lot.

14. OUTBUILDINGS AND ACCESSORY STRUCTURES. One outbuilding (excluding a detached garage) will be allowed per lot, with architectural design to coincide with the primary residence and constructed in the side or rear yards of the lot. An outbuilding must be naturally screened from view of other properties. The size of the outbuilding shall be not more than one-half of the foundation of the residence, including attached garage space. The outbuilding will be subject to the provisions of paragraph 3 hereof.

Any dog run, trash receptacle or other small outside structure not considered an outbuilding shall be properly screened by shrubbery or by a decorated fence, or both, and will be subject to the provisions of paragraph 3 hereof.

15. SEASONAL OR RECREATIONAL VEHICLES. All recreational vehicles, travel trailers, motor homes, fold-down campers, snow mobiles, boats, mowers and all self-propelled vehicles other than operable automobiles shall be kept out of view from adjoining residences and the public right-of-way. No commercial vehicles, trucks or enclosed commercial trailers exceeding a gross vehicle weight of 10,000 pounds or eight feet in height shall be parked or kept on any lot.

There shall be no recreational snow-mobiling or motorized off-road vehicle use within the subdivision except directly to or from an Owner's residence and a destination outside of the subdivision. Such vehicles may be used for the conveyance of emergency supplies, emergency transportation and preparation and maintenance of cross-country ski trails and the occasional use required for the conveyance of firewood and chores.

16. PETS. No animals, livestock, nor poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, and other common household pets may be kept so long as they are not kept, bred, or maintained for commercial purposes. Dogs, cats and other common household pets must be tied, fenced, leashed or kept in a run when outside. In no event shall such animals be kept on any lot if they unreasonably disturb the owners or residents of any other lot within the subdivision.

17. TELEVISION ANTENNAS AND TELEVISION SATELLITE DISHES. Television or radio antennas of less than ten (10) feet in height are permitted on dwellings or garages. Satellite dishes, if less than four feet in diameter, shall be permitted in the rear or side yards only.

18. DRAINAGE EASEMENTS. Drainage from an Owner's property shall not adversely affect any other Owner.

19. TREES. The knocking down or cutting down of trees or saplings shall be limited to clearing for construction or the removal of diseased or damaged trees or the thinning of trees to promote growth. Established trees removed for construction shall be only those directly on the structure site or not greater than ten (10) feet from the structure or four (4) feet from any road or driveway.

Any Owner desiring to fell or cut down any tree with a trunk diameter greater than six (6) inches must obtain prior permission from the Declarant, or its designated committee.

20. LIGHTING. Lots may have a security light of minimal wattage that is the least intrusive as possible to neighbors. All outdoor light fixtures shall be designed, located, installed and maintained to prevent light trespass beyond the boundaries of the lot. It is recognized that night lighting may occasionally be required for special uses or events; however, residents shall make reasonable efforts to minimize use of other exterior night lighting. "Full-cutoff" outdoor lighting fixtures, where no light is emitted at or above the horizontal plane of the fixture, shall be required for dusk to dawn light fixtures that exceed 300 lumens. Manually switched or occupancy sensor switched

light fixtures that exceed 1000 lumens shall be “full-cutoff” fixtures. Christmas lighting or other temporary outdoor lighting is exempted from these requirements.

21. **SIGNS.** There shall be no signs posted in the subdivision, except those approved by the Association. Temporary signs may be posted for less than forty-eight (48) hours, for special events.

22. **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 subdivision. Exceptions shall be lawnmowers, snow blowers, chainsaws, other standard exterior maintenance equipment and construction work, for which levels may reach sixty (60) decibels between 6:00 A.M. and 10:00 P.M.

23. **DRIVEWAYS.** No building or structure shall be constructed, altered or maintained on any lot unless it has a driveway running from the road to the building or structure. All driveways shall be constructed of concrete (P.C.C.) or bituminous surfacing (A.C.C.). No gravel driveways or parking areas are permitted.

24. **PARKING.** There shall be no permanent parking on any of the platted streets in the subdivision except when required for snow removal (from private driveways), if a potential snowstorm is probable, or if iced driveways require such. Temporary parking to accommodate guests of Owners or for other such valid temporary reasons shall be allowed for periods of not more than 24 hours.