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WASKER LAW OFFICES
801 GRAND AVE., SUITE 3100
DES MOINES, IA
50309-8036

004377 RECORDED
BOOK 1999 PAGE 004377
1999 APR 20 P 2:37
CAROL HOL. RECORDER
DALLAS COUNTY, IOWA
OF PAGES (15) 75.00 / 1.00

**RESTATED AND SUBSTITUTED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

SOUTHFORK PLAT NO. 1 AND SOUTHFORK PLAT NO. 2

RECITALS:

WHEREAS, the Declarant as the then owner of certain real property located in Dallas County, Iowa, and described as Lots 1 through 38 inclusive, Southfork Plat No. 1, a proprietor's plat, in the City of Waukee, Dallas County, Iowa, and Lots 1 through 54, inclusive, Southfork Plat No. 2, a proprietor's plat, in the City of Waukee, Dallas County, Iowa (collectively the "Property") adopted and caused to be recorded a Declaration of Residential Covenants, Conditions and Restrictions covering the property comprising Southfork Plat No. 1 and also adopted and caused to be recorded a separate Declaration of Residential Covenants, Conditions and Restrictions covering the property comprising Southfork Plat No. 2 which Declaration of Residential Covenants, Conditions and Restrictions were respectively recorded at Book 8, Page 372 of the records of the Dallas County Recorder and Book 8, Page 725 of the records of the Dallas County Recorder, and:

WHEREAS, a Majority of the current Lot Owners of the Property comprising Southfork Plat No. 1 and Southfork Plat No. 2 have approved these Restated and Substituted Declaration of Residential Covenants, Conditions and Restrictions for Southfork Plat No. 1 and Plat No. 2 which are intended to restate and be in substitute for the Declaration of Residential Covenants, Conditions and Restrictions referred to above.

NOW THEREFORE, it is hereby published and declared that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, uses, limitations, and obligations, all of which are for the purpose of protecting the value and desirability of the property and all of which shall run with the land and shall be a burden and benefit to, and shall be binding upon, the Declarant, its successors and assigns, and all persons or entities presently owning or hereafter acquiring or owning any right, title and interest in any part of the Property.

I. DEFINITIONS.

For the purpose of this Restated and Substituted Declaration, the following terms shall have the following definitions, except as otherwise specifically provided.

- A. Southfork Plat No. 1** – shall mean and refer to the Property described as Lots 1 through 38, inclusive, Southfork Plat No. 1, a proprietors Plat, in the City of Waukee, Dallas County, Iowa.

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FOR
SOUTHFORK PLAT NO. 1 AND SOUTHFORK PLAT NO. 2

RECITALS:

WHEREAS, the Declarant as the then owner of certain real property located in Dallas County, Iowa, and described as Lots 1 through 38 inclusive, Southfork Plat No. 1, a proprietor's plat, in the City of Waukee, Dallas County, Iowa, and Lots 1 through 54, inclusive, Southfork Plat No. 2, a proprietor's plat, in the City of Waukee, Dallas County, Iowa (collectively the "Property") adopted and caused to be recorded a Declaration of Residential Covenants, Conditions and Restrictions covering the property comprising Southfork Plat No. 1 and also adopted and caused to be recorded a separate Declaration of Residential Covenants, Conditions and Restrictions covering the property comprising Southfork Plat No. 2 which Declaration of Residential Covenants, Conditions and Restrictions were respectively recorded at Book 8, Page 372 of the records of the Dallas County Recorder and Book 8, Page 725 of the records of the Dallas County Recorder, and:

WHEREAS, a Majority of the current Lot Owners of the Property comprising Southfork Plat No. 1 and Southfork Plat No. 2 have approved these Restated and Substituted Declaration of Residential Covenants, Conditions and Restrictions for Southfork Plat No. 1 and Plat No. 2 which are intended to restate and be in substitute for the Declaration of Residential Covenants, Conditions and Restrictions referred to above.

NOW THEREFORE, it is hereby published and declared that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, uses, limitations, and obligations, all of which are for the purpose of protecting the value and desirability of the property and all of which shall run with the land and shall be a burden and benefit to, and shall be binding upon, the Declarant, its successors and assigns, and all persons or entities presently owning or hereafter acquiring or owning any right, title and interest in any part of the Property.

I. DEFINITIONS.

For the purpose of this Restated and Substituted Declaration, the following terms shall have the following definitions, except as otherwise specifically provided.

A. Southfork Plat No. 1 - shall mean and refer to the Property described as Lots 1 through 38, inclusive, Southfork Plat No. 1, a proprietor's Plat, in the City of Waukee, Dallas County, Iowa.

- B. Southfork Plat No. 2** – shall mean and refer to the Property described as Lots 1 through 54, inclusive, Southfork Plat No. 2, a proprietors Plat, in the City of Waukee, Dallas County, Iowa.
- C. The "Property"** – shall mean and refer to the property comprising Southfork Plat No. 1 and Southfork Plat No. 2.
- D. Declarant** – shall mean Tomrik, Inc. and its successors and assigns.
- E. Lot** – shall mean and refer to each parcel of land which is included in the Property and is shown as a numbered Lot upon the recorded plat of Southfork Plat No. 1 or Southfork Plat No. 2.
- F. Building Plot** – shall mean and refer to one or more Lots, or one Lot and portion of an adjacent Lot or Lots owned by the same Owner and intended for use in connection with a single Dwelling.
- G. Owner** – shall mean and refer to the record owner, whether one or more persons or entities, of the equitable title to any Lot or Building Plot which is a part of Southfork Plat No. 1 or Southfork Plat No. 2.
- H. Outbuilding** – shall mean (1) an enclosed covered Private Garage directly attached to, but not a part of, the Dwelling to which it is apurtenant, (2) an unattached Private Garage or (3) a Horse Barn structure. No outbuilding shall exceed 30' x 50' in size.
- I. Dwelling** – shall mean a single family residential building or structure.
- J. Accessory Structure** – shall mean any improvement that is not a Dwelling or an Outbuilding and, for example, shall include a dog run, swimming pool, tennis court, trash receptacle, dock or any other improvement constructed on a Building Plot.
- K. Association** – shall mean Southfork Homeowners Association, an Iowa non-profit corporation.
- L. Board** – shall mean the Board of Directors of the Southfork Homeowners Association.

II. DESIGNATION OF USE

Each Lot shall be known and described as a single family residential lot. It shall not be developed with more than one Dwelling, and shall not be improved, used, or occupied for other than private residential purposes. No full time public business activity may be conducted on any Lot or in any Dwelling, Outbuilding or Accessory Structure constructed or maintained on any Lot, except that model homes will be permitted during the construction period thereof and except that a home office business, without outside employees, will be allowed to operate out of a Dwelling.

III. BUILDING TYPES

A. No building or structure shall be constructed, altered, or maintained on any Building Plot other than one Dwelling and one Outbuilding, except as permitted under Section XXI hereof. Plans for each Dwelling and Outbuilding must be approved, in writing, by the Board or the Board's designated architect prior to the construction of such Dwelling or Outbuilding.

B. No structure of any kind shall be moved onto any Lot.

C. The exterior of the Dwelling and Outbuildings located on any Lot, shall be constructed to compliment each other with like materials of wood, brick, stone, stucco or simulated wood siding. Roofing shall be of wood shake, or heavy decorator shingles, i.e., Hallmark, Timberline, or equal quality. Samples of siding, brick, shingles and other materials must be approved, in writing, by the Board or the Board's designated Architect before such materials are used on any Dwelling or Outbuilding. Paint or stain color must also be approved, in writing, by the Board, prior to application to the exterior of any Dwelling or Outbuilding.

D. No exposed tile foundations shall be permitted on any Dwelling, Outbuilding, or Accessory Structure and all exposed exterior concrete or concrete block wall material shall be veneered or covered with stucco and the exterior surface thereof shall be painted.

E. No walkout basement of any Dwelling or Outbuilding located on Lots 15, 16, 17, 18, 20, 21, 22, 33, 34, 35, 36, 37, or 38 of Southfork Plat No. 1 or on Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, or 19 of Southfork Plat No. 2 shall have a floor elevation which is less than 961 feet above sea level. The minimum water entry level on floor elevation on any Dwelling or Outbuilding on Lots 48, 49, 50, 51, and 52 of Southfork Plat No. 2 shall be 972 feet above sea level.

Any Horse Barn Outbuilding erected on Lot 7, 9, 23, 24, 28, 29, 30, 31, or 32 shall be erected within the confines of the pasture area as shown on the Recorded Plat of Southfork Plat No. 1, shall be located no closer than 100' to the boundary lines of Southfork Plat No. 1, and shall be located no closer than 20' to any adjacent Lot or Building Plot.

B.

No Dwelling or Outbuilding shall be erected nearer than 50' to the front or rear Lot line (Lake Lots and Horse Lots shall also be subject to the provisions of Sections XXIV and XXVI respectively), nor shall any Dwelling or Outbuilding be erected nearer than 12' to the side Lot line of any Lot. There shall be no setback requirements for Accessory Structures, however, the location of each Accessory Structure must be approved by the Board as provided in Section XIII hereof.

A.

V. SET-BACKS FOR LOTS IN SOUTHFORK PLAT NO. 1

In the computation of ground floor area of a Dwelling, any porches, breezeways and attached or built-in garages shall not be included.

Split-level Dwellings must have not less than 1,800 square feet of finished area on the level or levels directly under the roof and a total finished floor area of not less than 2,300 square feet.

D.

Two-story Dwellings must have 1,300 square feet of finished area on the ground floor and a total finished area of the ground floor and the second floor must be not less than 2,300 square feet.

C.

One and one-half story Dwellings must have 1,500 square feet of finished area on the ground floor. The total finished area of the ground floor and the second floor must be not less than 2,300 square feet.

B.

One-story Dwellings must have a ground floor finished area of not less than 2,100 square feet.

A.

No Dwelling shall be constructed or permitted to remain upon any Building Plot unless it meets the following size requirements:

IV. BUILDING AREA

No Horse Barn Outbuilding shall be erected on any Lot except Lots 7, 9, 23, 24, 28, 29, 30, 31, and 32 of Southfork Plat No. 1 and Lot 27 of Southfork Plat No. 2.

F.

On Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, no Dwelling or Outbuilding shall be erected nearer than 75' from the normal location of the shoreline of the water impoundment on the Lot. On Lots 3, 4, 5, 18,

C.

Any Horse Barn Outbuilding erected on Lot 27 shall be erected within the confines of the pasture area as shown on the Recorded Plat of Southfork Plat No. 2, and shall be located no closer than 100' to the boundary lines of Southfork Plat No. 2, and shall be located no closer than 20' to any adjacent Lot or Building Plot.

B.

No Dwelling or Outbuilding shall be erected nearer than 50' to any rear Lot line (Lake Lots and Horse Lots shall also be subject to the provisions of Sections XXIV and XXVI respectively). No Dwelling or Outbuilding shall be erected nearer than 50' to the front Lot line of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 or 46. No Dwelling or Outbuilding shall be erected nearer than 40' to the front Lot line of Lots 2, 3, 19, 29, 30, 31, 32, 48, 49, 50, 51, 52 or 53. No Dwelling or Outbuilding shall be erected nearer than 35' to the front Lot line of Lot 1. Any Dwelling or Outbuilding on Lot 4 shall conform to the variable width front year setback as shown on the plat to measure 50' on the Easterly Lot line and 40' on the Westerly Lot line. Any Dwelling or Outbuilding on Lot 28 or 33 shall conform to the variable width front year setback as shown on the plat to measure 50' from Lot D (Southfork Drive) and 40' from Lot F (Dallas Point). Any Dwelling or Outbuilding on Lot 18 or 47 shall conform to the variable width front year setback as shown on the plat to measure 50' on the Northernly Lot line and 40' on the Southernly Lot line. Any Dwelling or Outbuilding on Lot 54 shall conform to the variable width front yard setback as shown on the plat. No Dwelling or Outbuilding shall be erected nearer than 12' to the side Lot line of any Lot. There shall be no setback requirements for Accessory Structures; however, the location of each Accessory Structure must be approved by Declarant as provided in Section XIII hereof.

A.

VI. SET-BACKS FOR LOTS IN SOUTH-FORK PLAT NO. 2

On Lots 15, 16, 17, 18, 19, 20, 21, 33, 34, 35, 36, and 37 no Dwelling or Outbuilding shall be erected nearer than 75' from the normal location of the shoreline of the water impoundment on the Lot. On Lots 5, 6, 7, 8, 9, 10, 11, 12, 22, 24, 25, 26, 27, and 38 no Dwelling or Outbuilding shall be erected nearer than 45' from the normal location of the shoreline of the water impoundment on the Lot.

C.

XI. TRASH RECEPTACLES

No signs of any kind or description shall be placed, exposed to view or permitted to remain on any lot or any street adjacent thereto, except: (1) street markers, traffic signs, and other signs displayed by the City of Waukege or by other governmental units; (2) signs not exceeding 144 square inches in area upon which there shall be exhibited the street number or name, or which there shall be exhibited the street number or name, or both, of the resident; (3) real estate signs by the builder-developer while a Dwelling is under construction; (4) signs advertising a Dwelling for sale; and (5) temporary signs advertising garage sales and similar events.

X. SIGNS

No building or structure of a temporary character and no trailer, basement, tent, shack, garage or other Outbuildings shall be used at any time as a residential dwelling on any Building Plot either temporarily or permanently. All recreational vehicles shall be parked or stored in a Private Garage or shall be totally screened or otherwise not visible from street view.

IX. TEMPORARY STRUCTURES OR EQUIPMENT

No Dwelling or Private Garage shall be constructed, altered, or maintained on any Building Plot unless it is connected by a driveway to a street adjacent to the Building Plot. Such driveway must be of sufficient area to park at least four cars entirely off the adjacent street. All driveways shall be constructed of concrete or bituminous surfacing.

VIII. DRIVEWAYS

Each Dwelling shall include a two-car, or larger, attached or built-in basement garage. In addition, one (1) detached Outbuilding Private Garage, not to exceed 30' x 50', will be permitted, provided said Outbuilding architecturally blends with proposed or existing Dwelling on said Lot.

VII. PRIVATE GARAGES

20, 21, 22, 23, 24, 25, 26 and 27, no Dwelling or Outbuilding shall be erected nearer than 45' from the normal location of the shoreline of the water impoundment on the Lot. On Lots 2, 19, 28, 29, 30, 31, 32, 34, 35, 36, 37, 48, 49, 50, 51 and 52, no Dwelling or Outbuilding shall be erected nearer than 25' from the normal location of the shoreline of the water impoundment on the Lot.

XV. LIVESTOCK AND POULTRY PROHIBITED

No noxious or offensive activity or odors shall be permitted on or to escape from any Building Plot, nor shall anything be done thereon which is, or may become an annoyance or a nuisance, either temporarily or permanently. This restriction shall not prohibit the keeping of horses on Lots 7, 9, 23, 24, 28, 29, 30, 31 and 32 of Southfork Plat No. 1 or Lot 27 of Southfork Plat No. 2.

XIV. NUISANCES

Each Owner of a Building Plot will be required before occupancy of a Dwelling on said Building Plot, to plant two hardwood trees (2" caliper or more) and four hardwood trees of 1-1/2" caliper or more. In addition, all unimproved areas of said Plot shall either be sodded or seeded before said occupancy. If said occupancy will occur during a season which makes it impossible to accomplish each task, occupancy shall occur and said work will immediately be completed by the Owner when weather conditions first permit.

Any deviation in construction from the approved plans on any Dwelling, Outbuilding or Accessory Structure which, in the judgment of the Board, 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 of that structure.

All proposed building plans must be submitted to the Board or its designated architect, for approval prior to the construction of any Dwelling, Outbuilding or other Accessory Structure on any Building Plot. Building plans submitted to the Board will be deemed to have been fully approved in the event the Board has not disapproved such plans within ten (10) days from date of submission to the Board.

XIII. BUILDING AND LANDSCAPE CONTROL

All utility connection facilities and services shall be underground. No individual water supply system shall be permitted on any Building Plot. Individual septic systems will be required on each Building Plot and must meet all public health requirements.

XII. UTILITIES

No trash receptacles or garbage cans shall be permitted to be placed on a Building Plot unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing, or unless out of view from street.

XX. ENFORCEMENT

The Owner of each Lot, whether vacant or improved, shall keep ground cover on the Lot mowed to a reasonable height not to exceed six inches and shall keep such Lot free of weeds including, but not limited to, thistles, dandelions or other weeds and debris.

XIX. WEED CONTROL

All outside lighting installed on each Lot shall be approved in writing, by the Board, prior to installation.

XVIII. LIGHTING

No fences over three feet in height will be permitted within the front fifty (50) feet of any Lot. No fence shall be permitted within twenty-two (22) feet of the front line of any Dwelling. No chain-link fence shall extend towards the front of any Lot beyond the front edge of the Dwelling. All chain-link fences, regardless of use or purpose, shall be black screen. All swimming pools shall be completely surrounded by a locked, non-climbable fence not less than six (6) feet high. Fences surrounding areas in which horses are kept shall comply with the provisions of Section XXVI.

XVII. FENCES

Easements for installation and maintenance of utilities and drainage facilities and access for continuous police and fire protection are reserved as shown on the recorded plats of Southfork Plat No. 1 and Southfork Plat No. 2. The Owner of a Building Plot shall, at his own expense, keep and preserve that portion of any such easements within his Building Plot in good repair and condition at all times. The Owner shall neither erect nor permit erection, of any Dwelling, Outbuilding or Accessory Structure or fences of any kind nor permit any use of said easement which might interfere in any way with the dedicated and intended purpose of the easements.

XVI. EASEMENTS

Except for the keeping of horses on Lots 7, 9, 23, 24, 28, 29, 30, 31 and 32 of Southfork Plat No. 1 and Lot 27 of Southfork Plat No. 2, no livestock or poultry shall be raised, bred or kept on any Lot. Notwithstanding the foregoing, dogs, cats and other common household pets may be kept on any Lot so long as they are not kept, bred or maintained for commercial purposes. Any dog must be tied, fenced or in a dog run when outside the Dwelling. In no event shall more than three horses be permitted on any Lot where horses may be kept.

A. Lots 5, 6, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 33, 34, 35, 36, 37 and 38 of Southfork Plat No. 1 and Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 36, 37, 48, 49, 50 and 51 of Southfork Plat No. 2 are hereby designated "Lake Lots".

XXIV. LAKE LOT EASEMENTS, RESTRICTIONS AND MAINTENANCE

Invalidation of any of one or more of these covenants, conditions or restrictions by statute or by judgment of any Court shall in no way affect any of the other covenants, conditions or restrictions contained herein which shall remain in full force and effect.

XXIII. SEVERABILITY

The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect until July 1, 2008, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of five (5) years each unless such covenants, restrictions and provisions are amended, modified, changed, or cancelled, in whole or in part, by written agreement signed by the Owners of more than fifty (50) percent of all Lots in Southfork Plat No. 1 and Plat No. 2, except all provisions herein relating to the dams and water impoundments, which shall be deemed to be perpetual easements appurtenant to the Lots affected thereby, and which shall run with the land. Such Agreement shall be recorded in the Recorder's Office of Dallas County, Iowa, at least one (1) year prior to the original expiration date hereof or one (1) year prior to a subsequent expiration date hereof, whichever is applicable.

XXII. MODIFICATION OF RESTRICTIONS

Any dog run, swimming pool, tennis court, trash receptacle, or other Accessory Structure, shall be properly screened by reasonable shrubbery or decorative fence or both. No Accessory Structure shall be built without prior approval as provided in Section XIII hereof.

XXI. ACCESSORY STRUCTURES

If any person shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, the Association through the Board or the Owner of any Lot shall be entitled to prosecute proceedings in law or in equity against the person or persons violating or attempting to violate such covenants, conditions or restrictions to either prevent him or them from so doing or to recover damages for such violations.

The Owner of each Building Plot shall install and maintain a mailbox, approved by the Board on such Building Plot.

XXV. MAILBOXES

G. No pumping or other means of removing water from the water impoundment areas for irrigation purposes or otherwise shall be allowed.

F. The Dams for the largest water impoundments located in Southfork Plat No. 1 and Southfork Plat No. 2 shall be conveyed by the Declarant to Southfork Homeowners Association, subject to easements to the City of Waukege, Iowa, for street and utilities, and subject to Deed restrictions which shall be binding upon the Homeowners Association, its successors and assigns, placing the responsibility for the inspection and maintenance of such Dam on the Owner thereof.

E. Each water impoundment located in Southfork Plat No. 1 and Southfork Plat No. 2 shall be used by the Owners of Lake Lots which are partially covered by such impoundment, and such Owner's guests and invitees. Such water impoundments are not open to the public.

D. The Owner of each Lake Lot may establish a sandy beach area along the shoreline of the water impoundment on his Building Plot and further provided the beach area is ripped up in the same manner as the remaining shoreline.

C. The Owner of each Lake Lot shall maintain his own shoreline on the water impoundment which covers a portion of his Lot in a manner to keep such shoreline from seriously eroding and silting in to the water impoundment. All ripping shall be approved, in writing, by the Board and shall be of Iowa D.O.T. Class "D" Revetment (6" to 20" Limestone).

B. The Owner of each Lake Lot shall have a nonexclusive easement over and across the entire water impoundment which covers a portion of his Lot for the purposes of swimming, sail boating, canoeing and other water activities, excluding the use of motorboats. No motorboat shall be permitted on any water impoundment located in Southfork Plat No. 1 or Southfork Plat No. 2. No docks or decks on or adjacent to any water impoundment shall be erected unless previously approved, in writing by the Board.

XXVI. SPECIAL HORSE LOT PROVISIONS

A. Lots 7, 9, 23, 24, 28, 29, 30, 31, and 32 of Southfork Plat No. 1 and Lot 27 of Southfork Plat No. 2 are hereby designated "Horse Lots". Each Horse Lot may have up to three horses or ponies kept on it. The "Pasture Area" (i.e., the area behind the front yard building line for horse barns as designated on the recorded Plats of Southfork Plat No. 1 and Southfork Plat No. 2 of each Horse Lot shall be fenced with "Horse Fencing" which shall match as closely as possible the existing horse trail easement area fencing installed by the Declarant. Horses shall be kept only in the Pasture Area and, in all events, only behind any Dwelling constructed on a Horse Lot. Horse fencing shall not extend into the residential section of said Lot (as indicated on the recorded Plats of Southfork Plat No. 1 and Southfork Plat No. 2). No horse riding shall be allowed on residential streets or right-of-ways located in Southfork Plat No. 1 and Southfork Plat No. 2.

B. The Association shall be required to maintain in good and useable condition the horse trail easement area as shown on the recorded Plats of Southfork Plat No. 1 and Southfork Plat No. 2, including the exterior Plat boundary fencing thereof. Each Horse Lot owner shall be responsible for controlling weeds, etc. in the Pasture Area and in such horse trail easement area of his Lots. Additionally, each Horse Lot Owner shall be responsible for maintaining the fences between the Pasture Area and the horse trail easement on his Lot. Lots 7, 9, 23, 24, 28, 29, 30, 31, and 32 of Southfork Plat No. 1 and Lot No. 27 of Southfork Plat No. 2 shall be permitted to construct a cedar privacy fence along the outside boundary of said Lots. The fence is to be of cedar wood, six feet in height, covering both sides of the fencepost. No perpendicular fences may be adjoined in a manner that would dissect the horse trail. Proposed fencing must be approved by the Board of Directors prior to construction.

C. Horse pasture fencing shall be maintained in good repair by the Owners of the Lots enclosed or separated by such fences. Said horse pasture fencing can only be used to enclose horse pasture areas as designated on the recorded Plat of Southfork Plat No. 1 and Southfork Plat No. 2.

XXVII. HOMEOWNERS ASSOCIATION

A. There shall be established a Homeowners Association known as Southfork Homeowners Association, an Iowa nonprofit corporation, of which each Lot Owner shall be a member. If a Lot is owned by more than one

If the City of Waukeg, Iowa, or any other governmental unit having jurisdiction thereof, shall incur any expense for the inspection or maintenance of the water impoundments or dams located within Southfork Plat No. 1 or Southfork Plat No. 2 because of the failure of the

A.

CONSENT TO SPECIAL ASSESSMENTS

XXVIII.

Notwithstanding the foregoing, the assessment for each Lot for the year 1988 shall be in the amount of \$50.00 payable by April 1, 1988, and the assessment for each Lot for the year 1989 shall be in the amount of \$100.00, payable by April 1, 1989. Thereafter, the assessment shall be as determined by the Board of Directors.

Individual or entity, the individuals or entities owning such Lot shall designate one person or entity to be the voting member in connection with such Lot. The affairs of the Homeowners Association shall be governed and controlled by the Articles of Incorporation and Bylaws of that entity. The Association shall have the responsibility for inspecting and maintaining at its expense, the dam or dams located within Southfork Plat No. 1 and Southfork Plat No. 2, in full compliance with all applicable laws and regulations, now or hereafter enacted, of any governmental unit or agency having jurisdiction thereof provided, however, the City of Waukeg shall have no responsibility for maintenance of any Lake Lot as relates to water impoundment areas, overflow pipes, structures or spillways which shall be the responsibility of adjoining lot owners as to water impoundment areas and the responsibility of the Southfork Homeowners Association as to overflow pipes, structures and spillways. The Association shall maintain the horse trail easement areas as above provided, shall stock the water impoundments with fish, and shall undertake such other actions and activities as may be determined by the members of the Association. The Association shall have the authority to make assessments to members which shall be liens upon the Lots owned by them in the event such assessments are unpaid when due. In no event, however, shall the liens, if any, be superior in right to the lien of any first mortgage loan placed against the property by any institutional lender but would be junior and inferior to such mortgage lien. In the event an institution would acquire title to the property by foreclosure, all assessments due from and after the time such institutional lender acquires title to the property would be payable by such lender and, if not paid, would then constitute liens against the Lot. Because of the differing nature of the Lots, the assessments for Lake Lots, Horse Lots, and other lots may be in varying amounts as determined by the Association.

BY: Mark R. Andrews, President
 BY: Bob Phueps, Secretary

SOUTH FORK HOMEOWNERS ASSOCIATION

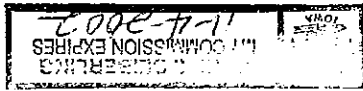
This Restated and Substituted Declaration of Residential Covenants, Conditions and Restrictions shall be effective as of the date they are filed with the Dallas County Recorder's Office.

XXVIII. EFFECTIVE DATE

This Restated and Substituted Declaration shall be filed for record, in full, in the Dallas County, Iowa, Recorder's Office and is intended to be in complete substitute for the Declaration of Residential Covenants, Conditions and Restrictions for Southfork Plat No. 1 originally filed in the office of the Dallas County Recorder on February 17, 1988 in Book 8 at Page 372 and in complete substitute for the Declaration of Residential Covenants, Conditions and Restrictions for Southfork Plat No. 2 as originally filed in the office of the Dallas County Recorder on the 16th day of June, 1989 in Book 8 at Page 725 of the records of the Dallas County Recorder.

XXVII. FILING OF RESTATED AND SUBSTITUTED DECLARATION

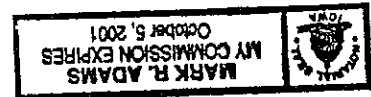
Association, its successors, grantees, or assignees to perform such inspections or maintenance as is required hereunder, and in the event such expenses are not promptly reimbursed by the Association, its successors, grantees, or assignees in full, upon demand, then the City of Waukee or such other governmental agency may levy a special assessment against each Lot in Southfork Plat No. 1 and Southfork Plat No. 2 for its pro-rata share of such expenses, each Lot to be assessed an identical amount, which assessment shall be spread in the tax books of Dallas County, Iowa, and shall be a lien on each such Lot until paid with the same priority as any other special assessment levied in conformity with applicable law. These expenses shall include costs incurred by the City of Waukee in repair of the public streets or utilities if damaged by failure of any dam or the failure of the Homeowners Association to maintain any dam.



Notary Public in and for the State of Iowa

On this 17th day of April, 1999, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Mark R. Adams, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Mark R. Adams, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

STATE OF IOWA)
) ss
(COUNTY OF POLK)



Notary Public in and for the State of Iowa

Mark R. Adams

On this 12th day of April, 1999, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Bob Phillips, to me personally known, who, being by me duly sworn, did say that he is the Secretary of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Bob Phillips, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

STATE OF IOWA)
) ss
(COUNTY OF POLK)