APPROVED
CEDAR COUNTY
DATE 12/15/25 | INITIAL SH

MEADOWS PART 6

FINAL PLAT

WEST BRANCH, CEDAR COUNTY, IOWA

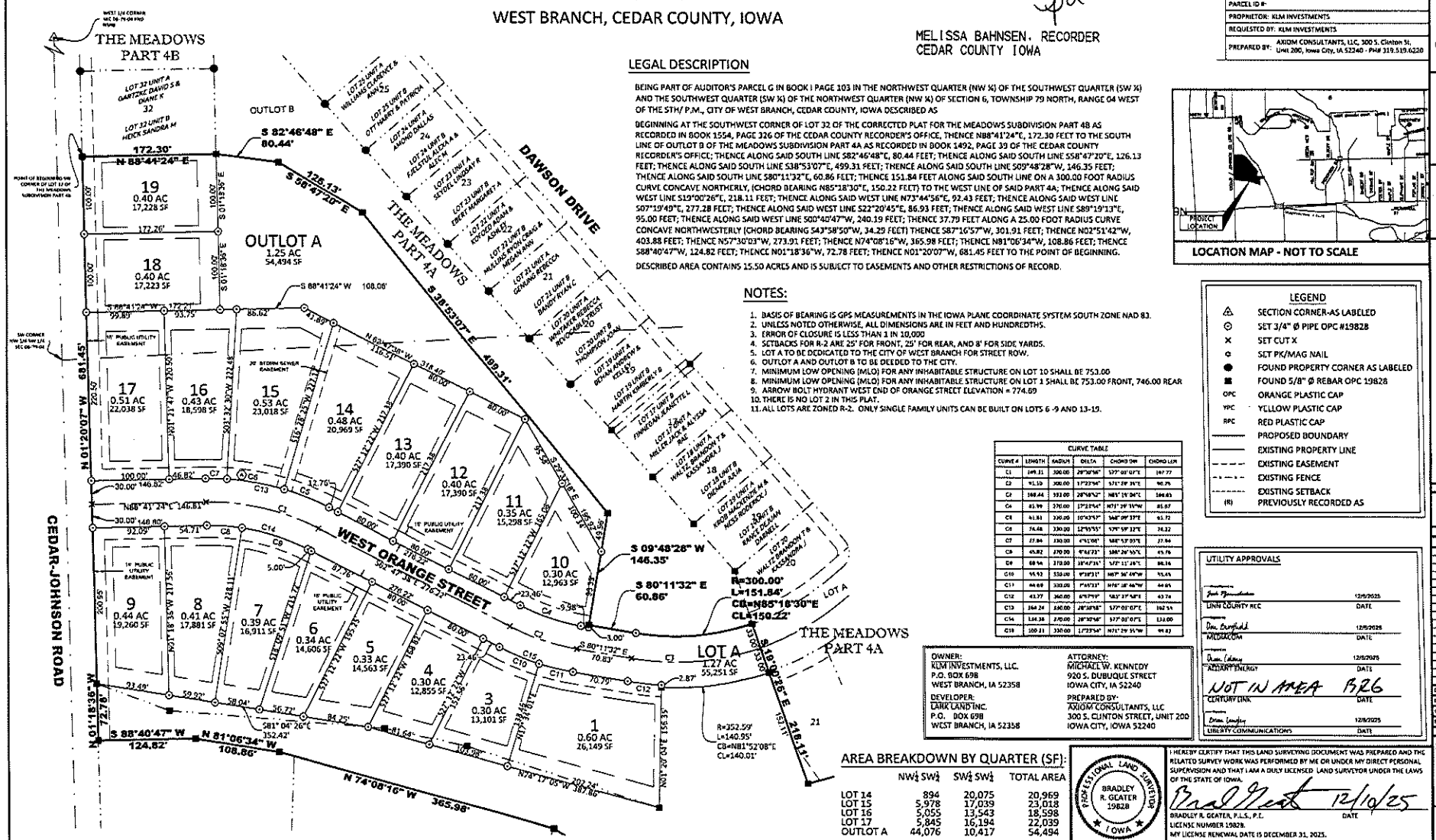
Book 1800 Page 192-214
Document 2025 3520 Pages 23
Date 12/15/2025 Time 3:28:36PM
Rec Amt $117.00

MELISSA BAHNSEN, RECORDER
CEDAR COUNTY IOWA

RECORDER'S INDEX
COUNTY: CEDAR
SECTION: 6-T80N-R04W
QUARTER SECTION: SW
CITY: WEST BRANCH
SUBDIVISION: MEADOWS PART 6
LOT(S)/BLOCK: N/A
PARCEL ID #:
PROPRIETOR: KLM INVESTMENTS
REQUESTED BY: KLM INVESTMENTS
PREPARED BY: AXIOM CONSULTANTS, LLC, 300 S. Clinton St, Unit 200, Iowa City, IA 52240 - PH# 319.519.6220

AXIOM CONSULTANTS
A RUEKERT & MIELKE COMPANY

BOOK 1866 PAGE 92



LEGAL DESCRIPTION

BEING PART OF AUDITOR'S PARCEL G IN BOOK I PAGE 103 IN THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) AND THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 04 WEST OF THE 5TH/ P.M., CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS

BEGINNING AT THE SOUTHWEST CORNER OF LOT 32 OF THE CORRECTED PLAT FOR THE MEADOWS SUBDIVISION PART 4B AS RECORDED IN BOOK 1554, PAGE 326 OF THE CEDAR COUNTY RECORDER'S OFFICE, THENCE N88°41'24"E, 172.30 FEET TO THE SOUTH LINE OF OUTLOT B OF THE MEADOWS SUBDIVISION PART 4A AS RECORDED IN BOOK 1492, PAGE 39 OF THE CEDAR COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SOUTH LINE S82°46'48"E, 80.44 FEET; THENCE ALONG SAID SOUTH LINE S58°47'20"E, 126.13 FEET; THENCE ALONG SAID SOUTH LINE S38°53'07"E, 499.31 FEET; THENCE ALONG SAID SOUTH LINE S09°48'28"W, 146.35 FEET; THENCE ALONG SAID SOUTH LINE S80°11'32"E, 60.86 FEET; THENCE 151.84 FEET ALONG SAID SOUTH LINE ON A 300.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, (CHORD BEARING N85°18'30"E, 150.22 FEET) TO THE WEST LINE OF SAID PART 4A; THENCE ALONG SAID WEST LINE S19°00'26"E, 218.11 FEET; THENCE ALONG SAID WEST LINE N73°44'56"E, 92.43 FEET; THENCE ALONG SAID WEST LINE S07°19'49"E, 277.28 FEET; THENCE ALONG SAID WEST LINE S22°20'45"E, 86.93 FEET; THENCE ALONG SAID WEST LINE S89°19'13"E, 95.00 FEET; THENCE ALONG SAID WEST LINE S00°40'47"W, 240.19 FEET; THENCE 37.79 FEET ALONG A 25.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY (CHORD BEARING S43°58'50"W, 34.25 FEET) THENCE S87°16'57"W, 301.91 FEET; THENCE N02°51'42"W, 403.88 FEET; THENCE N57°30'03"W, 273.91 FEET; THENCE N74°08'16"W, 365.98 FEET; THENCE N81°06'34"W, 108.86 FEET; THENCE S88°40'47"W, 124.82 FEET; THENCE N01°18'36"W, 72.78 FEET; THENCE N01°20'07"W, 681.45 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 15.50 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

NOTES:

1. BASIS OF BEARING IS GPS MEASUREMENTS IN THE IOWA PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83.
2. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS.
3. ERROR OF CLOSURE IS LESS THAN 1 IN 10,000
4. SETBACKS FOR R-2 ARE 25' FOR FRONT, 25' FOR REAR, AND 8' FOR SIDE YARDS.
5. LOT A TO BE DEDICATED TO THE CITY OF WEST BRANCH FOR STREET ROW.
6. OUTLOT A AND OUTLOT B TO BE DEEDED TO THE CITY.
7. MINIMUM LOW OPENING (MLO) FOR ANY INHABITABLE STRUCTURE ON LOT 10 SHALL BE 753.00
8. MINIMUM LOW OPENING (MLO) FOR ANY INHABITABLE STRUCTURE ON LOT 1 SHALL BE 753.00 FRONT, 746.00 REAR
9. ARROW BOLT HYDRANT WEST END OF ORANGE STREET ELEVATION = 774.69
10. THERE IS NO LOT 2 IN THIS PLAT.
11. ALL LOTS ARE ZONED R-2. ONLY SINGLE FAMILY UNITS CAN BE BUILT ON LOTS 6 -9 AND 13-19.

LOCATION MAP - NOT TO SCALE

LEGEND

△	SECTION CORNER-AS LABELED
⊙	SET 3/4" Ø PIPE OPC #19828
×	SET CUT X
○	SET PK/MAG NAIL
●	FOUND PROPERTY CORNER AS LABELED
■	FOUND 5/8" Ø REBAR OPC 19828
OPC	ORANGE PLASTIC CAP
YPC	YELLOW PLASTIC CAP
RPC	RED PLASTIC CAP
———	PROPOSED BOUNDARY
———	EXISTING PROPERTY LINE
- - - -	EXISTING EASEMENT
———	EXISTING FENCE
———	EXISTING SETBACK
(R)	PREVIOUSLY RECORDED AS

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR	CHORD LEN
C1	149.31	300.00	28°30'58"	S77°03'03"E	147.77
C2	91.10	300.00	17°23'54"	S71°29'35"E	90.75
C3	388.44	332.00	28°08'52"	N85°19'04"E	384.43
C4	83.99	270.00	17°49'44"	N71°29'35"W	83.67
C5	61.81	230.00	15°23'57"	S68°09'37"E	61.62
C6	74.48	330.00	12°55'55"	S79°59'32"E	74.32
C7	37.84	330.00	6°34'08"	S88°53'03"E	37.84
C8	65.82	270.00	6°58'22"	S88°26'55"E	65.70
C9	68.54	270.00	14°32'16"	S72°11'26"E	68.36
C10	55.42	330.00	9°37'31"	N85°36'49"W	55.35
C11	44.68	330.00	7°45'33"	N76°28'46"W	44.65
C12	43.77	360.00	6°57'59"	N83°37'58"E	43.74
C13	164.24	330.00	28°30'58"	S77°03'03"E	162.54
C14	144.38	270.00	28°30'58"	S77°03'03"E	142.80
C15	100.11	330.00	17°23'54"	N71°29'35"W	99.73

OWNER:	ATTORNEY:
KLM INVESTMENTS, LLC. P.O. BOX 698 WEST BRANCH, IA 52358	MICHAEL W. KENNEDY 920 S. DUBUQUE STREET IOWA CITY, IA 52240
DEVELOPER: LARK LAND INC. P.O. BOX 698 WEST BRANCH, IA 52358	PREPARED BY: AXIOM CONSULTANTS, LLC 300 S. CLINTON STREET, UNIT 200 IOWA CITY, IOWA 52240

UTILITY APPROVALS

LINN COUNTY REC	12/5/2025 DATE
MIDAMERICAN	12/5/2025 DATE
ALLIANT ENERGY	12/5/2025 DATE
CENTURY LINK	NOT IN AREA BRG DATE
LIBERTY COMMUNICATIONS	12/5/2025 DATE

AREA BREAKDOWN BY QUARTER (SF):

	NW¼ SW¼	SW¼ SW¼	TOTAL AREA
LOT 14	894	20,075	20,969
LOT 15	5,978	17,039	23,018
LOT 16	5,055	13,543	18,598
LOT 17	5,845	16,194	22,039
OUTLOT A	44,076	10,417	54,494

PROFESSIONAL LAND SURVEYOR
BRADLEY R. GEATER
19828
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

12/10/25
BRADLEY R. GEATER, P.L.S., P.E. DATE
LICENSE NUMBER 19828.
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025.
PAGES OR SHEETS COVERED BY THIS SEAL: THIS PLAT

MEADOWS PART 6
WEST BRANCH, IA
LARK LAND INC.

ISSUED FOR
RECORDING

DATE	9-15-2025
DESCRIPTION	DATE

DESIGNED BY	JP
DETAILED BY	JP
CHECKED BY	BG
PROJECT NO	220011
SHEET NAME	

FINAL PLAT

1 OF 2

BOOK 1800 PAGE 193

MEADOWS PART 6

WEST BRANCH, IA

LARK LAND INC.

AXIOM CONSULTANTS

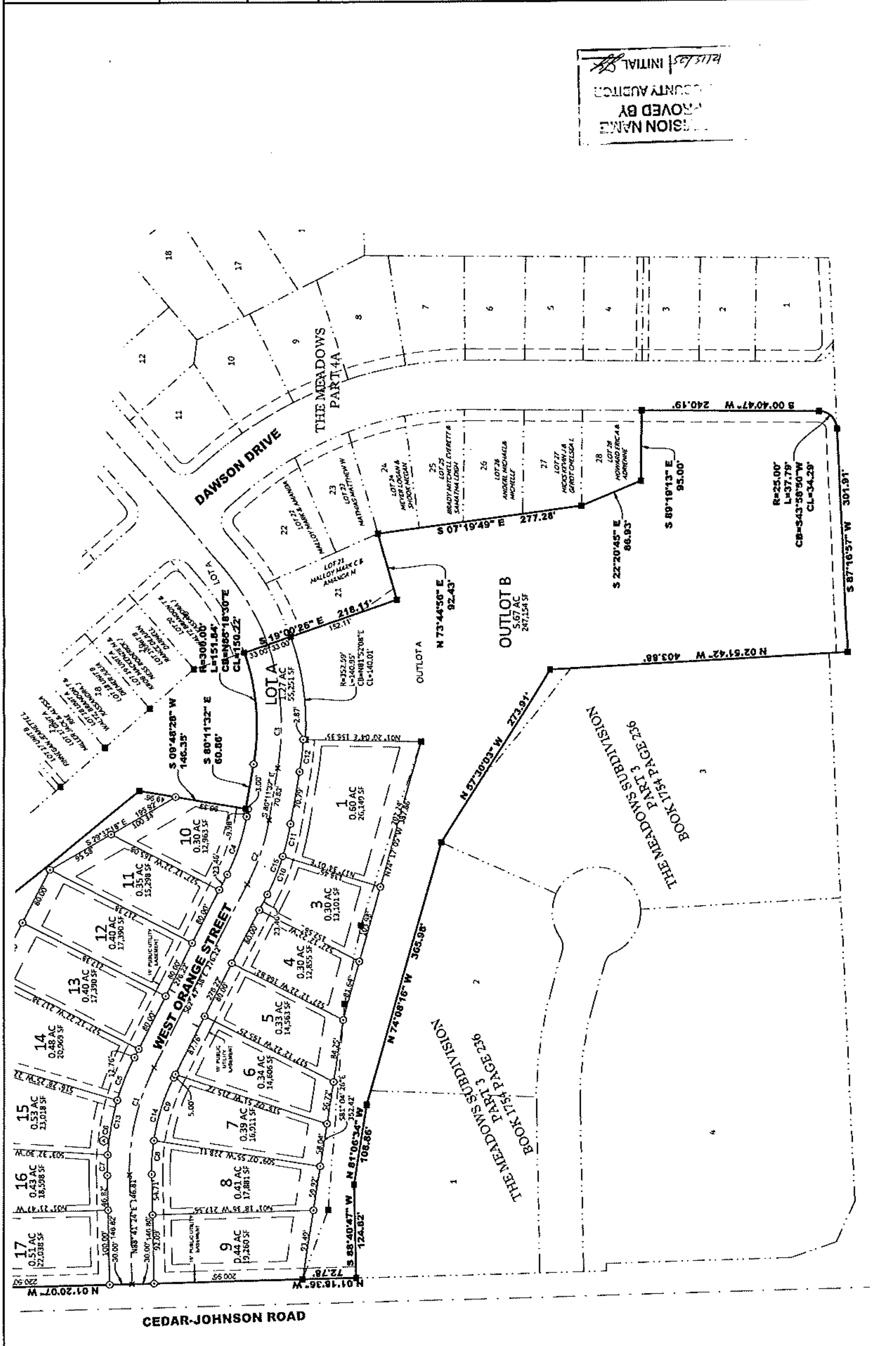
A RUEKERT & MIELKE COMPANY

1" = 60'

RECORDING

FINAL PLAT

2 OF 2



Prepared by and Return to:
Michael W. Kennedy, 920 S. Dubuque Street, P.O. Box 2000, Iowa City, IA 52244-2000; Phone: (319) 351-8181

PROTECTIVE COVENANTS AND RESTRICTIONS OF THE MEADOWS SUBDIVISION – PART 6, WEST BRANCH, CEDAR COUNTY, IOWA

The undersigned, being the owner of the following described real estate:

> Lots 1 - 19, The Meadows – Part 6, West Branch, Iowa, according to the final plat thereof recorded in Book 1793 at Page 187, Plat Records of Cedar County, Iowa.

(collectively "subdivision"), for the mutual benefit of those persons who may purchase any of the lots in said subdivision now owned by the undersigned, hereby impose the following Protective Covenants and Restrictions on each lot in said subdivision subject to these covenants, which shall be binding upon all the present and future owners of each and every parcel of ground in said subdivision as covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land.

1. All lots in said subdivision may be used for either single-family residential purposes or multiple family homes. A single family dwelling erected on any of said lots shall not exceed two (2) stories or two (2) stories and an exposed basement to the side or rear, and an attached garage for a minimum of two (2) cars and not to exceed four (4) cars; and shall have a ground floor living area of no less than one thousand five hundred (1,500) square feet in the case of a one (1) story structure, nor less than one thousand eight hundred (1,800) square feet, with a minimum ground floor living area of one thousand (1,000) square feet in the case of a one and one-half (1½) or two (2) story structure.

A multiple family home erected on any of said lots shall have the same stories as above with a minimum of two (2) stall garage and not to exceed three (3) stall garage for each multi-unit. In addition, a multiple family home erected on any of said lots shall be required to have a minimum of eight hundred (800) square feet on the ground floor, and a total of one thousand two hundred (1,200) square feet above ground on each half of the

multi-family building, for a total of two thousand four hundred (2,400) square feet above ground per building.

Garages, breezeways, screened porches, open porches, decks, or third story square footage shall not be considered as ground floor area.

2. The following provisions shall be applicable to construction on the subdivision lots:

a. No lot shall be subdivided. This provision shall not prevent a conveyance of a portion of one lot to the abutting owner of another so long as said conveyance does not result in an additional building lot being created thereby.

b. No trailer, mobile home, tent, boat, unattached garage or barn shall be placed upon any lot except as specifically provided in these Covenants.

c. No portion of a building such as a front door, porch, or other pedestrian friendly entrance shall be constructed nearer than fifteen (15) feet nor more than forty (40) feet, as noted on the final subdivision plat, to the front lot line, or eight (8) feet to any side lot line, and all applicable provisions of the West Branch, Iowa zoning ordinances shall be observed. Garages, storage spaces and other non-pedestrian friendly entrances must have a twenty-five (25) foot minimum front setback. To the extent permitted by West Branch city ordinances, the Subdivider may approve a side yard of less than eight (8) feet.

d. The top of the foundation of the dwelling on each lot must be twenty-four inches (24) minimum, and thirty-six inches (36) maximum, above the top of the street curb at the center of the lot. All other building elevations, including requirements for walk-out or conventional basements must be approved by the Subdivider. The installation of the walk-out basements will be permitted only if, in the absolute discretion of the Subdivider, the same will not adversely affect surface water drainage or the continuity of topography within the subdivision. **Wooden front steps/stairs will not be allowed.**

e. Exterior surfaces of the dwellings shall be constructed only of brick, stone, or horizontal lap siding. All siding materials, including final color selections, need to be approved by the Subdivider. No vertical siding of any kind is permitted. T-1-11 inverted bat or board and better siding is not permitted. Front elevations must consist of 25% brick, stone or a combination thereof. Other materials may be specifically approved in writing by the Subdivider.

f. All dwelling roofs shall be surfaced with three (3) tabs, thirty (30) year asphalt shingles, in weathered wood or shingle or equal quality if approved by the Subdivider. Shingles for dwelling roofs shall also be architectural and layered. All dwelling roofs must have a minimum pitch of 6/12 (i.e. 6" of rise for each 12" of run).

g. **Prior to any construction**, two (2) sets of plans and specifications for the proposed structure shall be submitted to the Subdivider or its designee for approval. In addition to plans and specifications for the structure, the applicant shall submit a site plan showing the location and type of fences, parking areas, plantings and landscaping, including the required trees. The location on the lot of all proposed improvements, the materials to be used and the exterior color scheme proposed shall be approved by the Subdivider. The application shall also set forth a time schedule for construction of improvements, and in no event will an application be approved when the proposed construction will take longer than twelve months. The Subdivider or its designee shall approve or disapprove the application within a period of ten (10) business days after receipt of all of the above documents. The Subdivider or its designee shall have the right to refuse approval of any application for any reason which the Subdivider or its designee, in its sole discretions, may deem to be in the best interest of the subdivision. In the event any proposed construction is not commenced within one (1) year from the date said plans and specifications have been approved by Subdivider, said approval shall lapse and it shall be the responsibility of the Lot owner to re-apply for approval prior to the commencement of construction. Also, upon seeding or sodding the lot owner or builder will be responsible for seeding any ground that was disturbed by grading beyond the property line.

h. All driveways, vehicle parking area, and walkways will be constructed of concrete, and will be completed within the twelve-month period set forth in the immediately preceding paragraph. All sidewalks must be a minimum of five (5) feet in width per City of West Branch ordinance.

i. During the course of construction, all building contractors shall keep mud, dirt, debris and building material off of all subdivision roads and other building lots and neighboring property.

j. During construction it shall be the responsibility of each Lot Owner to ensure that construction sites, including adjacent properties are kept free of unsightly accumulation of trash and scrap materials and that construction materials are kept in a neat and orderly manner.

k. After construction, all trash and scrap materials including erosion control materials and piles of gravel shall be removed by the builder or Lot Owner. This should not be pushed or deposited on any other lot.

l. Each lot owner shall, during the first planting season following occupancy, plot at least **one tree** in the front yard of each Lot, at least fifteen (15) feet back from the street. All trees shall have a minimum trunk diameter of two (2) inches and of a type (species) to be approved by the Subdivider.

m. Each dwelling shall have a minimum of two and a maximum of a four-car capacity attached garage. The garage must be serviced by a concrete driveway from the existing public street or by an inside entrance to the garage. No driveway may

be located within five (5) feet of any side yard boundary line, unless Subdivider waives in writing this requirement.

n. The initial exterior color of the dwelling shall be subject to the approval of the Subdivider. A-frames, pre-manufactured, flat roof or dome houses will not be permitted. Split foyers will only be permitted upon the written approval of the Subdivider.

o. No trees six (6) inches in diameter or larger will be removed from the lot without permission of LARK Land Inc. or such person or entity as it may designate in writing.

p. Storage sheds are not permitted, but any Lot may have a gazebo. Gazebo location and plans must be approved by LARK Land Inc. prior to construction.

q. No fences will be installed unless the same is poly-covered black or green chain link, or white or tan vinyl fence construction at least four (4) feet but no more than five (5) feet in height. No fence will extend along any boundaries of the front yard. No fence shall extend closer to the front of the dwelling than the rear outside corner of said dwelling. No wire strand, barb wire or woven wire fences shall be permitted. Underground swimming pools must be located in the rear yard and must be bordered by a minimum of five (5) but no more than six (6) foot high poly-covered black or green chain link, or white or tan vinyl fence. All fences must comply with the City of West Branch regulations.

r. Other than applicable requirements of the West Branch Zoning Ordinance and the Developer's Agreement entered into with the City of West Branch in connection with the approval of the subdivision, the Subdivider may waive or consent to variances in any of the preceding building regulations to prevent hardship to or unintended results for any Lot owner.

3. The following restrictions shall be applicable to the use of subdivision lots:

a. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa, or the common law of Iowa, shall be permitted, and the restrictions pertaining to acts within a county in said Code chapter shall be applicable to this subdivision.

b. Vegetable gardens may be maintained only at the rear of the dwelling.

c. No animals, livestock or poultry shall be raised or kept within the subdivision except for usual household pets, provided the same are not kept or maintained for commercial purposes. Pets shall be managed in such a way that they do not interfere with the quiet enjoyment of property by other lot owners. Pets which

continue to make loud noises, damage shrubs or other flora, attack other pets or people shall be considered a nuisance. All dogs located off the owner's premises shall be leashed.

d. There shall be provided on each lot sufficient off-street parking area, including driveway, for the parking of at least two (2) automobiles, which area shall be surfaced. No motor vehicle of a Lot owner or such owner's invitees or guests shall be parked on the street of the Subdivision overnight or at any time in any manner that interferes with the flow of traffic. All campers, trailers, boats, recreational vehicles, or snowmobiles shall be stored within a garage or at such other enclosed place where such items are not visible from the street.

e. No house trailer, mobile home, manufactured home, tent, tent trailer, shed, shack, garage or barn may at any time be used as a residence, temporarily or permanently, on any Lot; Nor shall the owner(s) of any Lot store or park or permit to be stored or parked any house trailer, mobile home, manufactured home, or tent trailers on any Lot.

f. No lot shall contain an above-ground swimming pool or tree house. Also, no illuminated or electrical bug or insect killing device ("bug zapper") shall be located or allowed on any lot.

g. Only one satellite dish per Lot is allowed and that dish may not be located in the front or side yards or attached to the street side(s) of any structure.

h. All construction shall be completed within one (1) year from the date of commencement. The owner of any building damaged by fire or act of nature shall within ninety (90) days thereof, commence restoration or reconstruction of said dwelling, and work shall be completed within one (1) year from the date of destruction.

i. The owner(s) of each Lot, vacant or improved, shall keep the Lot free of weeds and debris and shall mow the grass so as to maintain the Lot in a neat, well-kept condition.

4. ZERO LOT LINE RULES & REGULATIONS. In addition to the foregoing covenants, the following protective covenants and restrictions apply to any multiple family dwelling constructed in The Meadows – Part 6, and shall be binding upon all the present and future owners thereof as covenants running with the land:

a. The common wall connecting the two laterally attached dwelling units shall be a party wall and the owner of each dwelling unit shall have the right to use said wall jointly with the owner of the other dwelling unit as provided by Iowa law, subject to the terms hereof.

b. Except as otherwise provided herein, all elements, including but not limited to utilities, water, sanitary sewer, storm sewer, and driveways, shall be

separate utilities and the owner of a dwelling unit shall have no right to use said elements jointly with the owner of the other dwelling unit.

c. Each Zero Lot Line dwelling unit is subject to a reciprocal easement, extending five feet on either side of the common boundary line for utilities, for the benefit of the Zero Lot Line dwelling unit with which it shares a common wall.

d. If the common wall or any element therein, is damaged or destroyed or requires maintenance, repair or replacement for any reason, the owner of each dwelling unit shall be jointly and severally liable for the cost of such maintenance, repair or replacement, except that if repair, replacement or restoration is required because of the sole negligent or willful act or omission of the owner of one of the dwelling units, the cost thereof shall be at such owner's sole expense; provided, however, any sum received from insurance coverage shall first be applied to such repair, replacement or restoration. The owner of a dwelling unit may seek indemnification or contribution from any party responsible for damage or destruction.

e. The owner of a dwelling unit shall not alter or change the common wall (interior decorations excepted) or any of the pipes or conduits located therein without the express permission of the owner of the other dwelling unit.

f. The owner of each dwelling unit shall bear the expense of any repairs or replacement of the roof covering his dwelling unit. Each owner shall make all necessary repairs and replacements of his dwelling unit at his own expense in order to maintain the interior, exterior and structural portions of the dwelling unit in good condition. The following provisions shall govern exterior repairs or replacement:

i. The owner of a dwelling unit may replace exterior components of his dwelling unit with similar components of the same design and color but may not, either in the course of ordinary replacement, remodeling or restoration after damage or destruction, employ different siding, roofing material or a different color scheme, for the components of the dwelling unit (including but not limited to the exterior doors and garage door), unless first obtaining the written consent of the owner of the other dwelling unit, which consent may only be given if the variation in siding, roofing material or color scheme is adopted by the owner of the other dwelling unit and if such variation satisfies other restrictive covenants of record.

ii. If any dispute arises concerning a change of siding, roofing materials, or color scheme, each party shall choose one arbitrator and such arbitrators shall chose one additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the question presented. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any Judge of the District Court of Iowa in and for Cedar County. Arbitration shall be in accordance of the rules of

the American Arbitration Association and the cost thereof shall be shared equally by the parties.

g. The owner of each dwelling unit shall insure his dwelling unit for 100% replacement value and the proceeds of such policy shall be used to repair, replace, or restore the damaged premises to the same condition that existed before the loss. The owner of each dwelling unit shall coordinate his insurance policy on the premises with the owner of the other dwelling unit in order to assure there is adequate coverage for the unit and all other common aspects, including, but not limited to utilities, water, sanitary sewers, storm sewers, easements and driveway. The owner of each dwelling unit shall be insured to the extent of his interest in a dwelling unit and any common aspect and should be named as an additional insured on any insurance policy held by the owner of the other dwelling unit. In addition, the mortgagee of each dwelling unit, if any, shall be designated as an insured to the extent of its interest in the dwelling unit, that portion of the insurance proceeds required to replace or repair said common wall or other common aspects shall be paid over to the mortgagee of each respective dwelling unit and shall be distributed by the mortgagee as required to make the repairs or replacement.

h. If the common wall is destroyed or damaged by fire or other casualty or by physical deterioration, any owner may restore it, and shall have an easement over the other dwelling unit for purposes of making such restoration and the owner of the other dwelling unit shall contribute to the cost of restoration thereof on an equal basis, without prejudice, however, to the right of any owner to call for a larger contribution from the other owner under any rule of law regarding liability for acts or omissions.

i. If any portions of a dwelling unit on any Zero Lot Line dwelling unit shall actually encroach upon any other Zero Lot Line dwelling unit, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the owner of the encroaching dwelling unit to the extent of such encroachment so long as the same shall exist.

j. If any repairs, installation or other work is required in the external utility easement area described herein, the area shall be returned to the condition prior to such work at the expense of the owner(s) of the dwelling unit(s) benefited by the work. The owner(s) of the dwelling units benefited by the work shall be responsible for the cost of such work, and the cost of repairing damage to the utilities in the easement area and to the dwelling units. All work shall be done in workmanlike fashion by appropriately licensed personnel. The owner of a dwelling unit may seek indemnification or contribution from any party for the cost of the work.

k. The owner of each dwelling unit agrees to indemnify and hold harmless the owner of the other dwelling unit for any mechanic's liens arising from work done or materials supplied to make repairs or replacements for which said owner is responsible.

5. A perpetual easement for utility or storm water management may be reserved on a portion of each lot as designated on the final subdivision plat. No improvements shall be placed within the easement rights-of-way which in any manner interfere with the installation and maintenance of the utilities within the easement rights-of-way.

A perpetual easement is hereby granted in favor of Linn County REC, Liberty Communications, Mediacom, Alliant Energy, the City of West Branch, and their successors in interest and assigns, upon, over and under, along and across the areas marked on the plat of the subdivision as "utility easement". Each of said utilities shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors, cross-arms, electric lines, insulators and other equipment of appurtenances for the purpose of serving the subdivision and other property with electricity, gas, communication, and cable service; the right to trim, cut down and remove such trees, brush, saplings and bushes that may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid. No permanent improvements, fences or trees shall be placed on the areas so designated for utility easement, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

6. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains in LARK Land Inc.

7. The approval required of the Subdivider under the terms of theses Restrictive Covenants shall be exercised by LARK Land Inc. or such person or entity as it may designate in writing. Any reference in these Covenants to Subdivider or Developer shall refer to LARK Land Inc. or such person or entity as it may designate in writing.

8. The Restrictions of these Protective Covenants shall remain in effect and shall inure to the benefit of and be enforceable by LARK Land Inc., or any owner of a lot or part of the real estate or other property as is hereinafter made subject to these Protective Covenants, for a period of twenty-one (21) years from the date of the recording of these Covenants. The effectiveness of these Protective Covenants may be extended for an additional twenty-one (21) years in the event that a claimant files a verified claim with the Cedar County Recorder for said extension within said twenty-one (21) year period.

9. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein during their existence as provided for in Paragraph 8, it shall be lawful for any other person or persons owning any other lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent said person or persons from so doing or for recovery of damages or other

dues for such violation. The prevailing party in any such action shall be entitled to recover its costs, expenses and reasonable attorney's fees from the other party.

10. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

11. Each lot owner shall automatically become a member of The Meadows Homeowners Association and shall be subject to assessment to carry out the purposes of the Association. The Meadows Homeowners Association is organized and shall operate for the purpose of owning, maintaining, controlling and managing the storm water detention facilities located on Outlot A of the Subdivision. All assessments with respect to The Meadows Homeowners Association, together with interest, costs and reasonable attorney's fees required for collection of past due assessments shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by such successor, but the lien therefor shall remain until foreclosed or released.

12. The Owner of any lot subject to these protective covenants assumes, by acceptance of a Deed for the lot, Subdivider's obligations with respect to such lot for: (1) Soil erosion control on such lot from and after the delivery of the Deed; and (ii) installation of sidewalks or trails as required by the City of West Branch, if not already installed by the Subdivider. Such Owner, shall cooperate with Subdivider in obtaining a transfer of any soil erosion control NPDES, CSR or other governmental permit with respect to soil erosion, wetland and other environmental laws, to such Owner or cancellation or other termination of the permit currently in the name of Subdivider or its affiliate, and the reissuance of a permit in the name of such Owner. At any time required by Subdivider, any party accepting a Deed for any lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources, the City of West Branch, Iowa, or other governmental body to release Subdivider from responsibility for executing a soil erosion plan (including monitoring and record keeping) as it applies to the lot for the period of time after the delivery of a Deed for such lot, and to release Subdivider from any other obligation for environmental matters for the period of time after delivery of a Deed. Any party that accepts a Deed for any lot or part thereof who fails to cooperate with Subdivider, fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold Subdivider harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party.

13. Subdivider may, at any time prior to the time at which Subdivider no longer owns any of the real estate, subject additional property which is contiguous to the real estate to these Protective Covenants and Restrictions by written instrument filed in the records of Cedar County, Iowa.

14. Except for the terms and provisions of Paragraph 11 above which can only be unilaterally amended by LARK Land Inc. or its designee, these Restrictive Covenants may be amended from time to time within the written consent of the owners of least two-thirds (66.67%) of the lots located within those parts of Meadows subdivision that have been final platted. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the lots within the plated parts of Meadows subdivision and the same shall be filed of record in the office of the Cedar County Recorder. Notwithstanding the above, so long as any lot in the Meadows subdivision is owned by LARK Land Inc., any amendment to these covenants is valid only upon the written consent of LARK Land Inc.

DATED this 3rd day of December, 2025.

LARK Land Inc.

By: Chris Kofoed
Chris Kofoed, Vice President

STATE OF IOWA)
)SS.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 3rd day of December, 2025, by Chris Kofoed, as Vice President of LARK Land Inc.

MICHELLE LORD
Commission Number 812964
My Commission Expires
September 28, 2027

Michelle Lord
Notary Public in and for the State of Iowa

9108(6).2/2025-08-25 Protective Covenants & Restrictions