PURCHASE AGREEMENT

TO: **RACCOON RIVER LAND CO., L.L.C.** (SELLER)

The undersigned BUYER hereby offers to buy and the undersigned SELLER by their acceptance agree to sell as identified by this Purchase Agreement ("Agreement"), the real property situated in the City of West Des Moines, Dallas County, Iowa, legally described as:

Lot _____ in TIMBER KNOLL AT THE PRESERVE PLAT 1, as shown on the Preliminary Plat attached hereto at Exhibit A, and incorporated herein by reference, which Plat shall be included in and forming a part of the City of West Des Moines, Dallas County, Iowa.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, is permitted to use the Property for residential purposes:

1. PURCHASE PRICE. The purchase price shall be $_____ ("Purchase Price"). Within five (5) days after the full execution of this Agreement, BUYER shall deliver to SELLER earnest money in the sum of five percent (5%) of the total Purchase Price ("Earnest Money"), to be deposited and held in trust by Knapp Properties L.C. Trust Account. The entire balance of the Purchase Price remaining after the Earnest Money payment has been made shall be paid in full at Closing.

2. REAL ESTATE TAXES. The Seller shall pay its pro-rated share, based upon date of possession, of real estate taxes for the fiscal year in which possession is given due and payable in the subsequent fiscal year. The Buyer shall be given credit for such pro-ration at closing based upon the last known actual real estate taxes payable according to public record. However, if such taxes are not based upon the full assessment of the present property improvements or the tax classification as of the date of possession, such pro-rations shall be based on the current millage and the assessed value as shown by the Assessor's Records on the date of possession. Notwithstanding the foregoing, if the Real Estate is an individual lot within a subdivision plat and said lot has not yet been individually assessed as a separate tax parcel, Buyer hereby agrees to waive pro-ration required by this Section 2. The Dallas County Auditor will designate a new tax parcel identification numbers for the lots upon request after the filing of the plat. The Dallas County Assessor will thereafter allocate the assessed value between the lots. SELLER agrees to pay to BUYER its pro-rated share of the taxes as soon as real estate taxes numbers are available. BUYER shall pay all subsequent real estate taxes on the lot.

3. SPECIAL ASSESSMENTS.

a. SELLER shall pay all installments of special assessments which are a lien on the Property up to the closing date and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

b. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER'S possession, including those for which assessments arise after closing, shall be paid by SELLER.

c. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.

d. BUYER shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the Closing Date.

5. POSSESSION AND CLOSING. If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on a date mutually agreeable to BUYER and SELLER, which date shall be no later than _____ (the "Closing Date") and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLER'S possession shall be made as of the date of possession. Prior to possession by BUYER, SELLER agrees to permit BUYER to inspect the Property within forty-eight (48) hours prior to closing to assure that the premises are in the condition required by this Agreement.

6. ACKNOWLEDGEMENTS. BUYER acknowledges the following:

a. The Property will be governed by Declaration of Covenants, Conditions and Restrictions for TIMBER KNOLL AT THE PRESERVE PLAT 1 ("Declaration"), which covenants shall include the Design Guidelines attached thereto. The final recorded Declaration will be included in the abstract and title of the Property for the BUYER's review prior to Closing.

b. Burning of trees and other debris from clearing the lot or the burning of construction materials is strictly prohibited.

c. The owner of each lot is responsible for the maintenance and stability of slopes located on the lots. SELLER makes no representation as to the suitability of the soil

conditions or approves the manner of construction on any lot. Raccoon River Land Co., L.L.C., Knapp Properties, L.C., or any of its affiliates, agents and employees shall have no liability for any failure of soil and consequently any damage to improvements located on any lot due to a failure of the soil and the slopes. Construction of any and all improvements is solely at the risk of the lot owner or owners. It is recommended that the Buyer consult with a geotechnical engineer prior to construction on the Property.

d. The owner of each Lot is responsible for any damage done to a public utility and for any relocation or revision to a utility service as may be necessary due to activity occurring on or for your lot.

e. BUYER shall consult with their architect, engineer and/or builder in determining walkout, daylight, or standard basement design for the Property. Basement design criteria depends on factors beyond the SELLER'S control including: 1) setback from the street right-of-way, 2) foundation dimensions, 3) finished floor and basement floor elevation in relation to Lot elevations, 4) basement floor elevation in relation to the sanitary sewer stub elevation, and 5) M.O.E., minimum foundation opening elevations as determined by BUYER'S engineer in relation to storm water overland flowage. Engineering design drawings for TIMBER KNOLL AT THE PRESERVE PLAT 1 are available upon request. BUYER may inspect Property with their architect, engineer and/or builder prior to purchase to determine basement design suitability after public improvements for grading, underground utilities, and pavement at TIMBER KNOLL AT THE PRESERVE PLAT 1 are accepted by the City of West Des Moines.

f. Houses within TIMBER KNOLL AT THE PRESERVE PLAT 1 shall not be positioned, nor the Property graded, in a manner that blocks upstream stormwater flow causing water to pond or backup on any adjacent lot.

g. It is the BUYER'S responsibility to verify the Property's sanitary service stub depth and location prior to setting the house foundation elevation to ensure gravity sanitary sewer flow.

7. **DESIGN GUIDELINES. Buyer is hereby notified that there exists, for the TIMBER KNOLL AT THE PRESERVE PLAT 1 Development (which includes the Property), (the "Development") Design Guidelines attached hereto as Exhibit B. Buyer understands and agrees that, from and after the Closing Date, Buyer shall become responsible to follow the Design Guidelines for the Property with respect to compliance with all terms, provisions and requirements for the Development.**

8. CONDITION OF PROPERTY. The property is a vacant lot and shall be improved in a accordance with grading and utility plans as approved by the City of West Des Moines.

9. ABSTRACT AND TITLE. SELLER, at its expense, shall promptly obtain an abstract of title to the Property continued through the date of filing of the Plat and deliver it to BUYER'S attorney for examination. It shall show merchantable title in SELLER in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If

closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) day written notice to the other party. The abstract shall become the property of BUYER when the purchase price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees.

10. SURVEY. BUYER may, at BUYER'S expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

11. ENVIRONMENTAL MATTERS.

a. SELLER warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

b. BUYER may at their expense, within thirty (30) days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER is required to expend any sum in excess of $5,000.00 to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and refund to BUYER all Earnest Money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLER, subject to SELLER'S right to cancel this transaction as provided above.

12. DEED. Upon payment of the purchase price, SELLER shall convey the Property to BUYER by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYER.

13. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. REMEDIES OF THE PARTIES.

a. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited; or, at SELLER'S option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

b. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to them.

c. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

15. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below:

SELLER:	BUYER:
Raccoon River Land Co., L.L.C.	_____
5000 Westown Parkway, Suite 400	_____
West Des Moines, Iowa 50266	_____

16. CERTIFICATION. BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

17. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in

the singular or plural number, and as masculine, feminine or neuter gender according to the context.

18. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. SELLER represents and warrants to BUYER that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

19. BROKERS. BUYER acknowledges that the SELLER is affiliated with Knapp Properties, L.C., a real estate broker in the State of Iowa. Knapp Properties, L.C. represents the SELLER in this transaction and does not represent BUYER. Gerard D. Neugent, William C. Knapp II, William C. Knapp and Knapp Properties, L.C. are licensed real estate brokers in the State of Iowa and hereby acknowledge that one or more of them has an ownership interest in the SELLER named in this Agreement. This disclosure is issued pursuant to Chapter 543B of the Code of Iowa.

20. NPDES. **This Purchase Agreement is also subject to the terms and conditions of the NPDES Addendum which is attached hereto and found on the following page. Such NPDES Addendum must be executed on behalf of Buyer and Seller and returned to Seller as part of this Agreement.**

21. COVID-19. The parties acknowledge and agree that this Agreement has been negotiated during the COVID-19 pandemic, and therefore each party has evaluated its respective risks with respect thereto prior to entering into this Agreement. Accordingly, notwithstanding anything to the contrary contained herein, BUYER shall not be entitled to any remedy, delay, waiver or concession as a result of the COVID-19. BUYER hereby waives all rights and remedies relating to the COVID-19 pandemic at law or in equity, including, but not limited to, the equitable doctrines of frustration of purpose and impossibility of performance and hereby agrees that in no event shall this Agreement be terminated, or any of BUYER'S obligations hereunder be delayed, waived, or forgiven, as a result of the COVID-19 pandemic other than based upon the express agreement of the parties in writing.

22. BUYERS CONTINGENCIES.

_____

_____

23. ADDITIONAL PROVISIONS/CONTINGENCIES.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before _____, 202__ this Agreement shall be null and void and all payments made shall be returned immediately to BUYER.

[Signatures on Following Page]

Dated _____

SELLER:

RACCOON RIVER LAND CO., L.L.C.
an Iowa limited liability company

By: William C. Knapp, L.C.
an Iowa limited liability company
Managing Member

By: _____
Gerard D. Neugent, Manager

By: **RACCOON RIVER INVESTORS, LLC**
Managing Member

By: JSC LEGACY, LLC
Member
By: _____
Paul D. Hayes, Manager

BUYER:

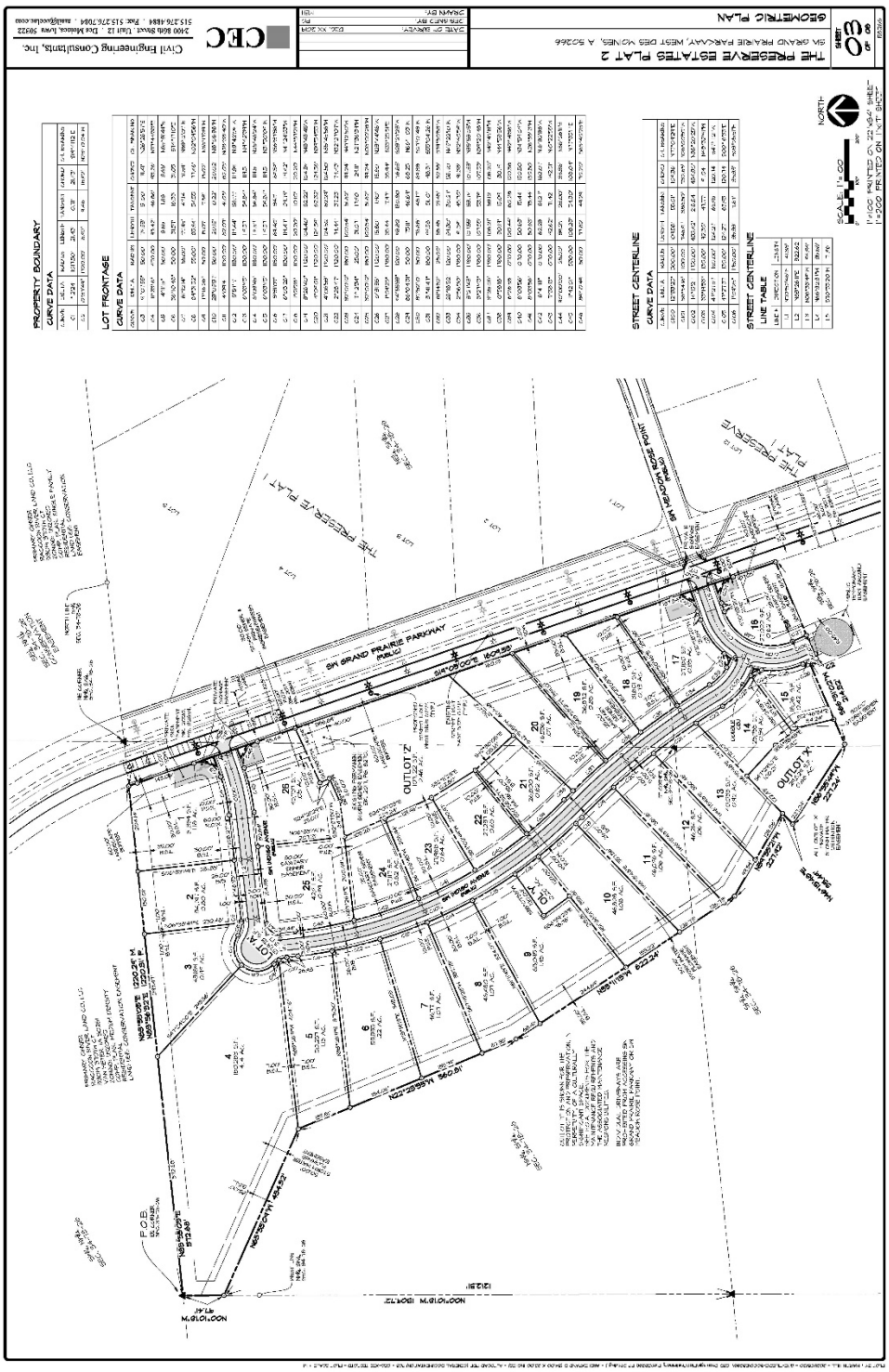
By: _____

Address: _____

Date: _____

EXHIBIT A

TIMBER KNOLL AT THE PRESERVE PLAT 1



Lot _____
TIMBER KNOLL AT THE PRESERVE PLAT 1

NPDES ADDENDUM TO PURCHASE AGREEMENT
FOR TIMBER KNOLL AT THE PRESERVE PLAT 1

Buyer is hereby notified that there exists, for the TIMBER KNOLL AT THE PRESERVE PLAT 1 Development (which includes the Property), (the "Development") an NPDES Permit No. 2 (the "General Permit") and a pollution prevention plan. Buyer acknowledges receipt of a copy of the General Permit and the pollution prevention plan for the Development. Additionally, a copy of the General Permit and the pollution prevention plan for the Development is located at the Seller's office at 5000 Westown Pkwy, Suite 400, West Des Moines, Iowa 50266.

Buyer understands and agrees that, from and after the Closing Date, Buyer shall become the sole responsible permittee for the Property with respect to compliance with all terms, provisions and requirements of the General Permit and the pollution prevention plan. Additionally, Buyer agrees to develop and have on site a pollution prevention plan specific to the Property that incorporates the requirements of the General Permit and is in addition to Seller's pollution prevention plan for the Development. Buyer's pollution prevention plan shall be designed to cover the Property and to be in full compliance with the terms of the NPDES General Permit No. 2 without reliance on or consideration of the pollution prevention plan for the Development. In addition, Buyer shall prevent the loss or migration of any soil or silt from or beyond the boundaries of the Property purchased by Buyer.

Buyer shall protect, defend, indemnify and hold Seller harmless from any damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by stormwater discharges from the Property and/or from any alleged violation of any and all NPDES or stormwater discharge rules or regulations after the date of sale of the Property. The covenants and provisions of this Addendum shall survive the Closing Date.

SELLER:

RACCOON RIVER LAND CO., L.L.C.
an Iowa limited liability company

By: William C. Knapp, L.C.
an Iowa limited liability company
Managing Member

By: _____
Gerard D. Neugent, Manager

By: **RACCOON RIVER INVESTORS, LLC**
Managing Member

By: JSC LEGACY, LLC
Member
By: _____
Paul D. Hayes, Manager

BUYER:

By: _____

_____

Date: _____

EXHIBIT B

DESIGN GUIDELINES
TIMBER KNOLL AT THE PRESERVE PLAT 1

The PRESERVE

TIMBER KNOLL AT THE PRESERVE
DESIGN GUIDELINES

OCTOBER 2021

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COMMUNITY VISION

WELCOME

Nestled among the bluffs of the Raccoon River Valley, The Preserve offers estate-sized executive lots surrounded by woodlands and natural prairie. Residents of The Preserve enjoy the peaceful privacy that comes with a rural estate and close proximity to area amenities that accompanies the urban lifestyle. The Preserve was designed to combine luxury, serenity and convenience, a perfect fit for families of any lifestyle.

Build your dream home on lots nestled between natural prairie and preserved woodlands. The Preserve offers walk-out and daylight options with several lots that back to protected conservation land that will serve as a permanent buffer from future development. Enjoy the peaceful serenity of a rural homestead within 5 minutes of numerous West Des Moines amenities.

COMMUNITY FEATURES

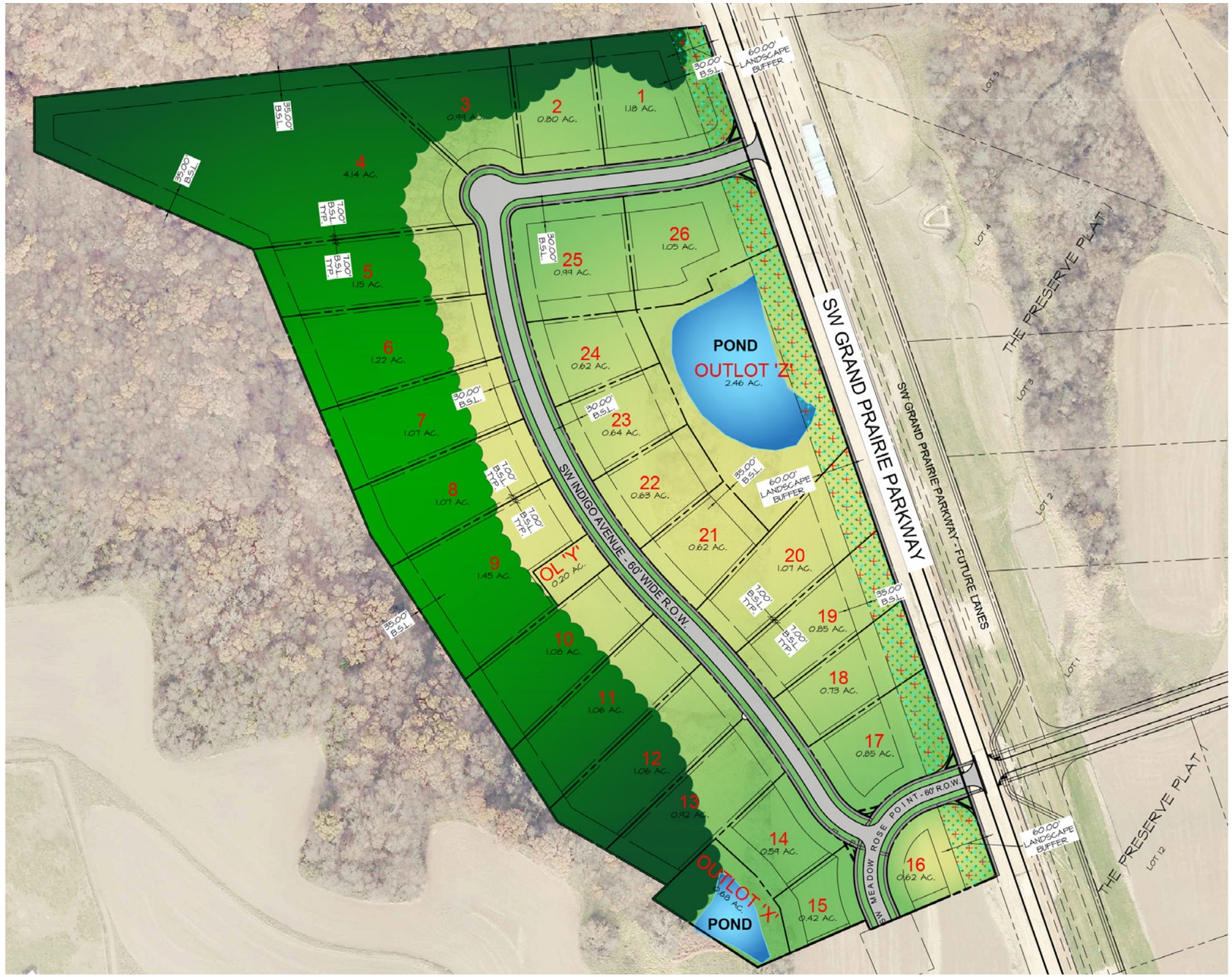
- Adjacent to over 380 acres of protected conservation land
- Secluded neighborhood accessed directly from Grand Prairie Parkway
- Design-focused residences celebrate the spirit and character of the neighborhood within a beautiful community setting

PURPOSE OF DESIGN GUIDELINES

This document establishes expectations for design, lot use, landscaping and other elements to ensure The Preserve becomes a premier, high-quality community while respecting the natural beauty of the area. It also serves to establish a review process to support and manage owner creativity and individuality during the design and construction of new homes and lot improvements.

SITE PLAN

TIMBER KNOLL AT THE PRESERVE



Note: Lot areas (acres) shown are for general informational purposes only. See the recorded final plat for accurate lot dimensions, areas, easements and building setbacks.

DESIRABLE ARCHITECTURE

This two story transitional house has appropriate scale, varied massing and an interesting roofline that highlights the design.

This home features a prominent porch with paired columns and a garage set back from the main body of the house.

This contemporary home has a monoslope steel roof, exposed structural steel members and flat-topped parapets.

This house has simple massing with appropriate scale for the contemporary design with proper details.

This two story masonry home has a prominent entry for the style with applied elements for shading from sun exposure.

This home has well-detailed masonry openings with a prominent entrance and simple massing.

This home has balanced, simple forms that generate a sense of symmetry. Shutters and dormers are appropriate for the style.

This contemporary tudor style home has an efficient garage arrangement with a prominent entrance and applied elements.

This craftsman style home has added eave detailing and well-proportioned openings. The outdoor terraces help to capture outdoor space.

These architectural guidelines are intended to establish an acceptable and authentic level of design for the homes at The Preserve. Variations on traditional style (see examples illustrated, left) are acceptable if developed within the spirit of these guidelines. Architectural styles of a non-descript character are not appropriate.

All exterior elevation treatments require approval from the The Preserve Architectural Review Committee (ARC).

ENCOURAGED DESIGN PRINCIPLES

- Appropriate scale of all elements
- Attention to balance and proportion
- Simple massing preferred over complex massing
- Simple but interesting rooflines
- Varied massing of primary and secondary elements
- Prominent front entries or porches
- Garages set back from the main body or shielded from street view by architectural design or orientation
- Applied details and materials appropriate for the architectural style

UNDESIRABLE ARCHITECTURE

The roof massing and eave at entrance are improperly detailed. Columns and openings are improperly proportioned.

Paired windows are detailed improperly. The garage is too prominent in the elevation.

The openings are too large for the home. The massing is too complex for the width of the front façade.

The garage is most prominent and creates disproportioned overall massing. Vent stacks are visible from the street.

The roof massing is too complex. Openings are not proportionate.

This home has very complex massing with many elements competing for attention.

The garage and driveway are too prominent which makes the entrance to the home secondary.

This home has a complex roof and overall massing. The two story entrance is disproportioned.

The garage on this home is the largest mass in the elevation. Shutters are not sized properly for the openings.

Appropriate elevation design and composition should reflect the traditional styles prevalent within the central United States. This standard does not rely on simple historic reproduction. Instead, style pages and illustrated details included herein provide options to ensure consistent quality of character and detail for homes at The Preserve.

All exterior elevation treatments require approval from The Preserve Architectural Review Committee (ARC).

DISCOURAGED DESIGN PRINCIPLES

- Non-descript architectural style
- Garage-dominant design
- Unbalanced or misproportioned massing of primary or secondary elements
- Improperly sized windows, doors, dormers or other elements
- Overly complex massing or rooflines
- Material selections or applications that do not reflect authentic architectural style

MASSING, SCALE & PROPORTION

DISCOURAGED

The window openings are too large and out of proportion for the façade. This home has a complex massing where the gable elements are competing for importance.

This home design has a prominent garage forward of the main house. The proportions and openings for this home are too small for the overall massing.

ENCOURAGED

This home design features a prominant, stylistically appropriate entrance. Massing is more simple with excellent use of materials and detailing.

This home design has a garage set back from main house. Entrance is prominent. Massing is more complex with some variation. Minimal detailing is appropriate for the style.

Homes will be designed to provide variety in massing, scale and proportion. The following are appropriate techniques to achieve proper massing, scale and proportion:

- Vary building height, mass, shape and footprint.
- Vary front setbacks for different elements of the home.
- Vary rear setbacks if visible from adjacent properties.
- Roofs shall be composed to fit with the style of the home. Excessive pitch changes and roof sizes shall be kept to a minimum.
- Mix one and two story elements on two story homes.
- Utilize ells (a wing at a right angle) and porches.
- Break the wall plane on each façade.
- Include a minimum of three façade breaks on the front elevation, and a minimum of two façade breaks on the rear elevation.
- Garages shall be designed as an integrated part of the overall composition of the home but shall not dominate the home as it is presented to the street.

GARAGE & DRIVEWAY CONDITIONS

GENERAL GUIDELINES

The placement and design of garages and driveways has a significant impact on the overall street scene and character of The Preserve. Homes shall have varied garage orientations to minimize and diversify their presence on the street. Recessed garages are preferred, providing a street scene with an emphasis on homes rather than cars. Care should be taken to keep the garage in proportionate scale to the residence.

- Front load garages must be set back a minumum of three feet from the front façade.
- Side load garages with an articulated front elevation can be forward of the house.
- Split garages and side load garages are encouraged.
- A three-car garage is the minimum requirement, regardless of configuration.
- Detached garages shall have a 20’ side and rear setback.
- Driveways are to be concrete.
- The maximum driveway width at the curb is 20’ with apron width per municipal requirements.

LEADWALKS

CORNER LOT EXAMPLES

INTERIOR LOT EXAMPLES

DESIGN PRINCIPLES

Leadwalks should be a cohesive element within the landscape and should integrate with the overall design.

Leadwalks are encouraged to be offset or meander on the lot as site conditions and topography allow.

LANDSCAPING

GENERAL GUIDELINES

Landscaping design throughout The Preserve should enhance the architectural style and character of each residence. Landscapes shall be omnipresent and fully integrated with built elements. Plantings can be used to soften surrounding site walls, foundations, paving, steps and fences and to blend the built environment with the natural.

Owners and builders are required to provide a landscape plan that must be approved by the Architectural Review Committee. Landscaping of individual properties shall be completed prior to occupancy, weather permitting.

CONSERVATION & SUSTAINABILITY

Residents of The Preserve will live next to the peaceful natural beauty of an expansive conservation area directly north of the community. This conservation area is protected from future development and promises to provide a lasting habitat for native plants and wildlife.

When making site improvements to individual lots, owners and builders should strive to reflect the conservation effort that gave The Preserve its name. To that end, a number of sustainable landscaping practices are required:

- Existing trees and other significant forms of vegetation and/or natural features are to be maintained and incorporated into landscape designs.
- Buildings, hardscape and related improvements must be sited appropriately to ensure perservation of existing trees.
- Removal of any tree with a caliper width of 6” or larger requires approval from the ARC.
- Synthetic materials shall be used minimally and only for landscaping in side or back yards.
- Landscapes should use primarily native species to benefit the natural environment. Native plantings are permitted subject to review of seed mix and location.
- Solar collectors and other renewable energy sources must be aesthetically integrated into the design forms and must be screened from view whenever possible.

PLANTS & BEDS

- Minimum required plantings include lawn and low foundation planting at the building face or front porch, extending around the full perimeter of the residence.
- The planting border shall be uninterrupted and shall include simple mixed plantings such as ground covers, perennials, shrubs and ornamental grasses.
- Compositions shall consider plant size and form and foliage colors and textures.
- Semi-formal and informal approaches are considered appropriate.
- Medium or small-scale accent trees are required at front yards to frame the architecture and screen side yard views.

IRRIGATION

Irrigation systems are required to maintain the best possible maintenance of lawn and landscaped areas, thus ensuring a healthy, park-like appearance throughout the community. An irrigation plan must be submitted with the landscape plan unless waived by the ARC.

EXTERIOR LIGHTING

GENERAL GUIDELINES

- Preserve the dark night-time sky
- Establish a warm, inviting character while ensuring safety
- Restrict light spill to within the homesite
- Must not interfere with the privacy of nearby dwellings

Exterior fixtures should be detailed, sized and proportioned appropriately for the architectural style and massing of the home.

All exterior lighting must be included in architectural and landscape plans submitted to the ARC.

ALLOWED

- Porch lighting
- Shielded sconces at non-street-facing garages and on columns or posts with address markers
- Small, shielded downlights at an entry, front walkway or porch steps

Landscape path lights are encouraged and shall be integrated with plantings, not in sod in front yards and generally not visible from off site.

Landscape lighting shall be confined to the owner's lot only, and no direct illumination from such landscape lighting shall encroach beyond the boundaries of the owner's lot.

Security lighting tied to motion sensors must adhere to all general guidelines above. In addition, motion-activated security lighting must be installed with a timer that turns lights off no more than 15 minutes after activation.

PROHIBITED

- Uplighting (except on flagpoles)
- Floodlights without timers

FENCING, GATES & WALLS

GENERAL GUIDELINES

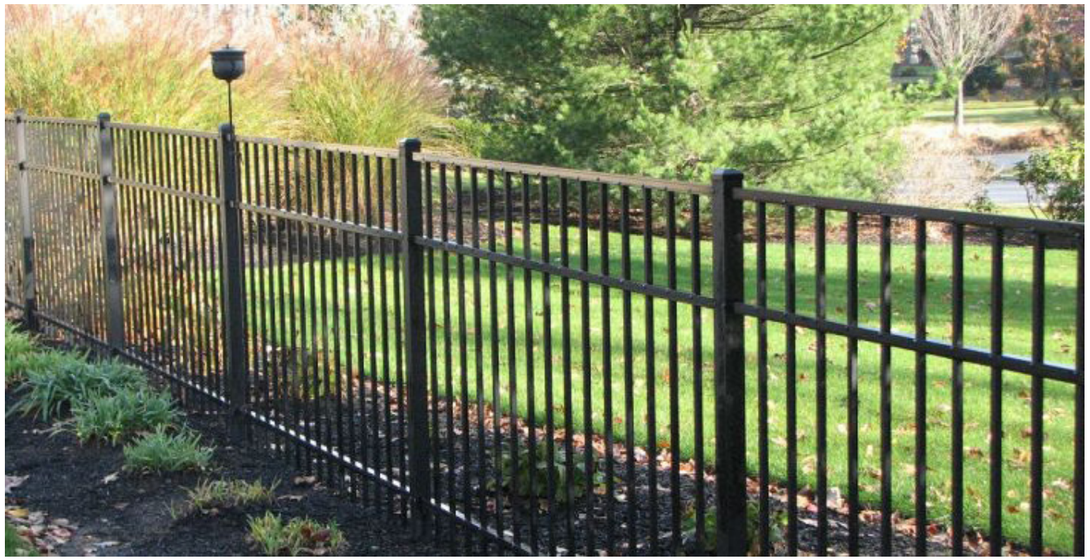
Fences and walls on residential lots at The Preserve may be used to create private areas within the homesite that allow views while minimizing off-site visibility. The general guidelines vary according to the yard conditions and specific applications as described below.

LOCATION

- Fences and gates are not allowed in front yards.
- Retaining walls and front walkway steps at walkways are allowed in front yards to resolve site grading. Wall heights shall be appropriate to context.
- Side and year yard fencing is permitted around the entire perimeter of the owner's lot, provided mandatory setback requirements are met.
- Fences shall be 72" in height, with a minimum setback of 10' from the front face of the house unless restricted by fenestration or other architectural elements.
- Pool fencing must adhere to The Preserve guidelines governing materials and must also be installed per muncipal code.
- Where practical, utility meters, air conditioning units, transformers, all other utilities and all pool equipment shall be completely screened from public view. This includes the front yard.
- Fencing of recreational facilities, such as sport courts, tennis courts and the like, is subject to approval by the Architectural Review Committee.

MATERIALS

- Fences shall be black metal (steel, aluminum or iron). Black chain link is prohibited.
- Hardscape walls and retaining walls shall be natural stone or stone veneer.
- Manufactured landscape block may be permitted if the style complements the primary residence.
- Brick, wood, gabions and non-descript concrete/masonry block are prohibited.



REAR DECKS & PORCHES

GENERAL GUIDELINES

- Decks attached to homes shall be large enough to use.
- Decks and screened porches shall be designed harmoniously with the style of the home through the use of railings, columns, roof lines and other details.
- Deck columns and posts should appear massive and be at least 8” in diameter or width (4” x 4” and 6” x 6” posts are not acceptable).
- Stone, brick or wood wrapped columns are encouraged.

ANCILLARY STRUCTURES

GENERAL GUIDELINES

Utilitarian ancillary structures that are used for storage, gardening, workshops and other uses may be approved by the ARC if:

- Their true function is masked by a façade that reflects the architectural design of the home.
- They are located in the rear or side yard and screened from public view.
- For lots 1 through 9 and lots 24 and 25, the structures are no larger than 4,800 square feet at ground level and are under 20 feet high.
- For lots 10 through 23 and lot 26, the structures are no larger than 1,000 square feet at ground level and are under 20 feet high.

DECORATIVE ANCILLARY STRUCTURES

Decorative ancillary structures such as freestanding cabanas, arbors, pergolas and gazebos located in the rear yard may be permitted if they:

- Reflect a design theme similar to that of the home site architecture.
- Are intended to enhance the beauty and function of the yard.
- Provide focal points, shade and spaces for active use.
- Are located and screened to minimize blocking views from adjacent lots.

PLAY SETS & SPORT COURTS

Play sets and sport courts are permitted in rear yards only and must be adequately landscaped so as to screen them from primary view of neighboring properties. Lighting for these structures must adhere to all guidelines for approved lighting for the community. All recreational structures must kept in good repair. Specifically, wooden structures must be maintained on a regular basis to ensure integrity of structure and finish.

MISCELLANEOUS STRUCTURES & SITE ELEMENTS

Elements such as urns, fountains, sundials, obelisks and other miscellaneous structures should reflect and enhance the style of the home:

- Flagpole installations must include appropriate lighting and landscaping.
- Permanent free-standing, pole-mounted basketball goals are allowed if mounted on or near the garage pad (not on the driveway).
- In-ground swimming pools must be fenced per code, and such fence must be landscaped around the entire perimeter; above ground pools are prohibited.
- Dog runs are prohibited.
- Garbage and recycling receptacles must be stored indoors.

REQUIRED APPROVAL FOR ANCILLARY STRUCTURES & OUTBUILDINGS

All ancillary structures and outbuildings must be approved by the ARC.

MATERIALS & TREATMENTS

GENERAL GUIDELINES

Authentic use of exterior materials adds richness and character to a home's appearance. All material applications are subject to review and approval by the ARC.

- Varied color and materials such as stone, brick and siding should be used to create interest and diversity along the street.
- Architectural materials, trim and details shall be used on all sides of the home.
- Material changes should be incorporated to break up building forms and create interest on the façade.
- Roof materials must be architectural grade such as slate, composite shingles, concrete, clay or metal appropriate to the home's style.
- Materials cannot terminate at outside corners. They must terminate at inside corners or in a historically appropriate fashion.
- Windows, doors and openings shall be detailed, sized and proportioned appropriately for the architectural style.
- Exposed concrete on the primary residence and ancillary structures must be covered or painted unless deemed appropriate for the architectural style.
- Vinyl siding and materials are prohibited.

ACCEPTABLE STYLES

COLONIAL

CRAFTSMAN

EUROPEAN

FARMHOUSE

MODERN

OLD WORLD

PRAIRIE

TRANSITIONAL

GENERAL GUIDELINES

These approved architectural styles are intended to establish an acceptable and authentic level of design for the homes at The Preserve.

Appropriate elevation design should reflect these traditional styles and their various interpretations on display throughout Des Moines and Central Iowa. This standard does not rely on simple historic reproduction. Instead, the examples and illustrated details included herein provide options to ensure consistent quality of character and detail for all homes at The Preserve.

Variations on traditional style are acceptable if developed within the spirit of these guidelines. Architectural styles of a non-descript character are not appropriate.

All exterior elevation treatments require approval from the Architectural Review Committee.

REQUIREMENTS FOR TIMBER KNOLL

No two elevations within Timber Knoll may be identical.

Single story homes must provide a minimum of 2,000 square feet of finished living space on one level.

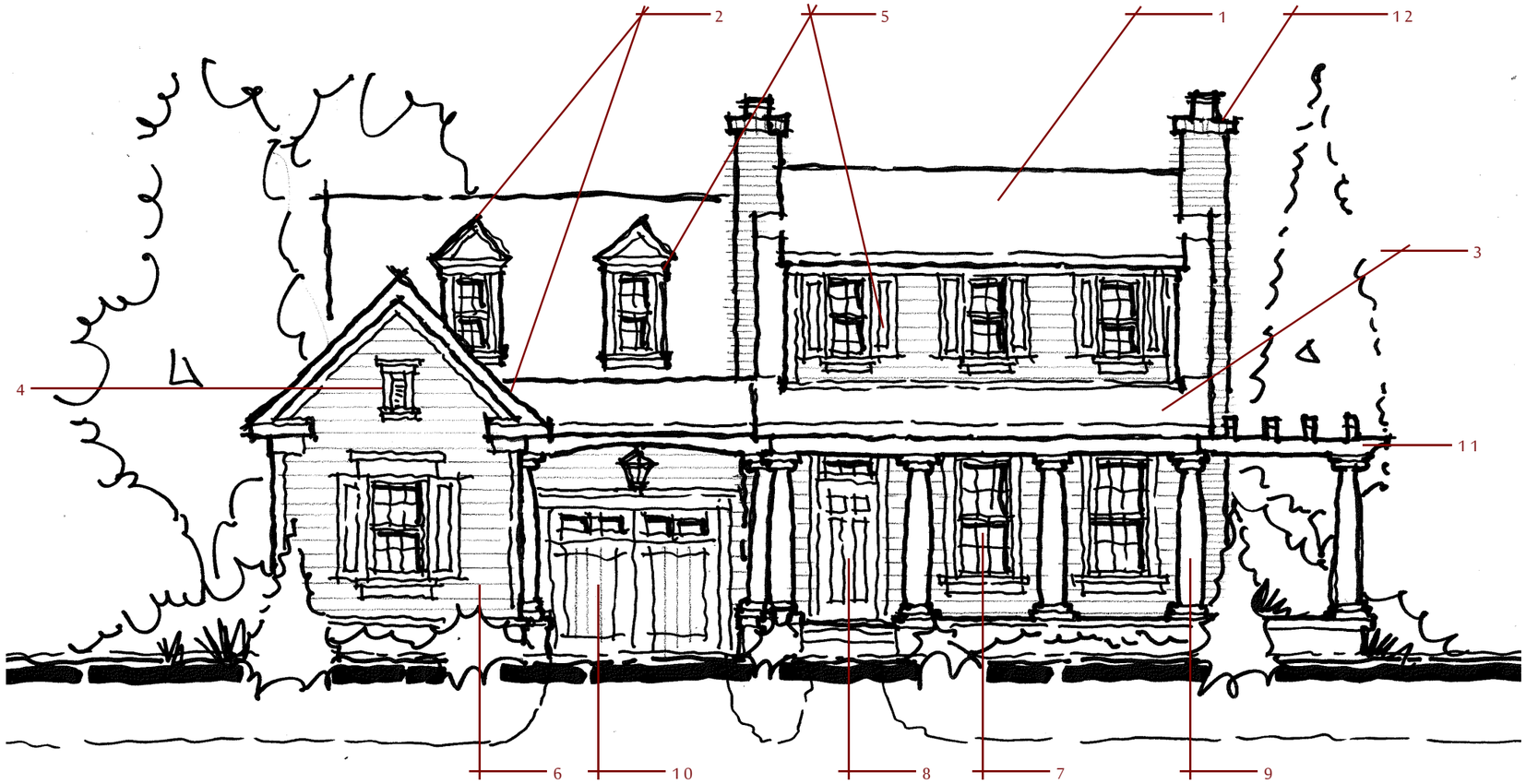
Multiple story homes must provide a minimum of 2,500 square feet of finished living space above ground.

COLONIAL STYLE

COLONIAL ARCHITECTURE

The Colonial style dates back to the English settlements at Jamestown in the early 17th century, although less than one percent of the settlers were actually from England. For this reason, we have several variations on the colonial style: English, French, Spanish and Dutch. Colonial homes are typically clad with wooden clapboards, with moderately steep roof pitches, usually framed front-to-back and covered in shakes. Fenestration uses paneled entry doors, double hung (sash) windows and shutters. The Dutch introduced the use of brick and the gambrel roof. The French are credited with the addition of extensive porches called galleries. Later, in Cape Cod, the colonial style began to use functional dormers. Finally, the use of elaborate embellishments at the eaves, freize, windows and door surrounds, evolved the style into what is known today as Georgian Colonial.

COLONIAL STYLE



COLONIAL ELEMENTS

1. Moderate pitch roof (6:12 to 10:12) with wood shakes or architectural grade composite shingles.

2. Multiple moderate pitch gable forms with 1'-0" minimum eaves and 6" rake overhangs.

3. Two pitch "Dutch" gambrels can be mixed in the roof massing.

4. Decorative end gable treatments such as ornamental louvers and trim add character and charm.

5. Dormers and wooden shutters give visual support to the elevation style.

6. Materials such as brick or clapboard siding add visual interest and texture.

7. Colonial windows are typically double hung with divides in both sashes. Windows can be enhanced with the use of decorative wood shutters and trim.

8. Entry doors to be traditional panel doors with or without glazing.

9. Porch columns to be traditional round or square columns with decorative wood base and capitol. Railings are typically wood.

10. Garage doors are traditional panel doors, with or without glazing.

11. Extending the architecture into the landscape creates transitions from the street to the home and defines outdoor space.

12. Chimneys and other architectural elements should tie into the character of the home.

CRAFTSMAN STYLE

CRAFTSMAN ARCHITECTURE

The Craftsman style derives from the Arts and Crafts movement of the late 19th century, as well as influences from Swiss and Japanese wooden buildings. The style started in California and was broadly used across the United States in the early 20th century, and as such it is not a regionally identified architecture. Sears Roebuck and other pre-cut home companies helped spread the style across the country. Natural rustic materials and earthen hues were used to make a home feel livable and warm. Massing is informal, with emphasis on the horizontal. Typical elements include sweeping gable roof forms and substantial covered porches, the use of stone or coarse brick at the base, knee braces and un-enclosed wide overhangs.

CRAFTSMAN STYLE

CRAFTSMAN ELEMENTS

1. Low pitch roof (5:12 or lower) with architectural grade composite shingles.

2. Multiple low pitch gable forms with deep eave and rake overhangs.

3. Clipped gables can be mixed in the roof massing.

4. Decorative end gable treatments such as patterned vertical boards or shingle shakes add character and charm.

5. Rustic craftsman brackets and exposed beams and rafter tails give visual support to the deep overhangs.

6. A mix of materials such as shingle shakes, lap siding, stone or brick add visual interest and texture.

7. Craftsman windows are typically double hung with 3 over 1 divides. Windows are ganged or single with rich decorative craftsman trim.

8. Stone or brick is used as a base that anchors the house to the ground.

9. Entrance doors are rustic in character with panels and accent glass.

10. Porch columns are massive stone piers with single or double wood box columns above. The pier or wood columns are typically tapered.

11. Garage doors are rustic and panelized to add character to the streetscape.

12. Pot shelves and bays add charm and scale to the façade.

13. Extending the architecture into the landscape creates transitions from the street to the home and defines outdoor space.

14. Chimneys and other architectural elements should tie into the character of the home.

EUROPEAN STYLE

EUROPEAN ARCHITECTURE

The European style is based mainly on French homes of the medieval period, particularly in the Normandy and Brittney regions of northwestern France. The architecture is informal and uses a variety of materials such as stone, brick, stucco and siding. Typical elements include dormers, arched entrances, varied roof massing and roof heights, mixed materials, and casement or double hung windows. Some European style homes employ similar characteristics as the English Tudor style, including wing walls and flared eaves. As a whole, Rural French architecture became popular in America after World War I. Soldiers had experienced the beauty of these homes first hand throughout Europe, so when they returned home, they brought the style with them.

EUROPEAN STYLE

EUROPEAN ELEMENTS

1. High pitch roof (8:12 or higher) with architectural grade composite shingles.

2. Multiple high pitch gable or hip forms with 1’-0” minimum eaves and 6” rake overhangs.

3. Rotundas with turrets can be mixed in the roof massing.

4. Decorative end gable treatments such as patterned horizontal boards with brackets and trim add character and charm.

5. Wing walls, curved eaves and wrought iron accents give visual support to the elevation style.

6. A mix of materials such as brick, stone or stucco add visual interest and texture.

7. Stone or brick is used as a base that anchors the house to the ground.

8. Windows are typically double hung with divides in both sashes. Windows are ganged or single with decorative shutters and trim.

9. Entrance doors to be “Old World” in character with panels and accent glass.

10. Porch columns are massive wood timbers with decorative wood or wrought iron railings and wood brackets of appropriate style and scale.

11. Garage doors are rustic and panelized with round or square tops to add character to the streetscape.

12. Extending the architecture into the landscape creates transitions from the street to the home and defines outdoor space.

13. Chimneys and other architectural elements should tie into the character of the home.

FARMHOUSE STYLE

FARMHOUSE ARCHITECTURE

Derived from the classic rural residence on display in agricultural settings throughout the nation's bread basket, The Farmhouse style has experienced a renaissance of late. Classic elements are still on display, including steeply pitched gables, white or light-colored primary colors and wide front porches. But today's Farmhouses present a decidedly modern bent on the traditional style, with clean lines and simple accents of stone, metal and contrasting trim colors that instill a sense of whimsy in these otherwise austere designs. Contemporary interpretations of Farmhouse architecture are heavily influenced by the HGTV effect, where styles gain consumer preference as a result of national exposure on popular television shows and websites. As a result, The Farmhouse is a highly popular design choice for many buyers, and the style is right at home in rural, suburban and urban settings.

FARMHOUSE STYLE

FARMHOUSE ELEMENTS

1. Roof pitch is typically 8:12 or higher in primary area, with architectural grade composite shingles.
2. Multiple gable forms and split pitch roofs with contrasting intersections enhance the roofline.
3. Exposed rafter tails and beams can be used for interest in overhangs and eaves.
4. Metal roofing is used to accent and highlight porches, entries and awning elements.
5. Design emphasizes the front porch or entry, establishing a welcoming, livable space at the forefront of the home. Sizable covered front porches are a staple of the farmhouse style.
6. Porch columns are simple, square painted timbers or wood box columns with no taper.
7. Entrance doors are linear, minimally detailed, and contain ample glass with dividers.
8. Windows are typically double hung with 2 over 2 divides. Single fixed windows in square or horizontal arrangments are also common.
9. Simple, minimal trim is used around all fenestration. Shutters in traditional farmhouse style are appropriate.
10. Garage doors reflect modern styling and feature detailed panels and contrasting metal hardware. All-glass doors with metal frames are encouraged.
11. A mix of cladding materials, such as board and batten siding, lap siding and stone, add visual interest and texture.
12. White or other lighter shades are used for the primary body color, with trim details that either complement or distinctly contrast the primary color.
13. Stylistic exterior lighting and hardware add detail and interest.

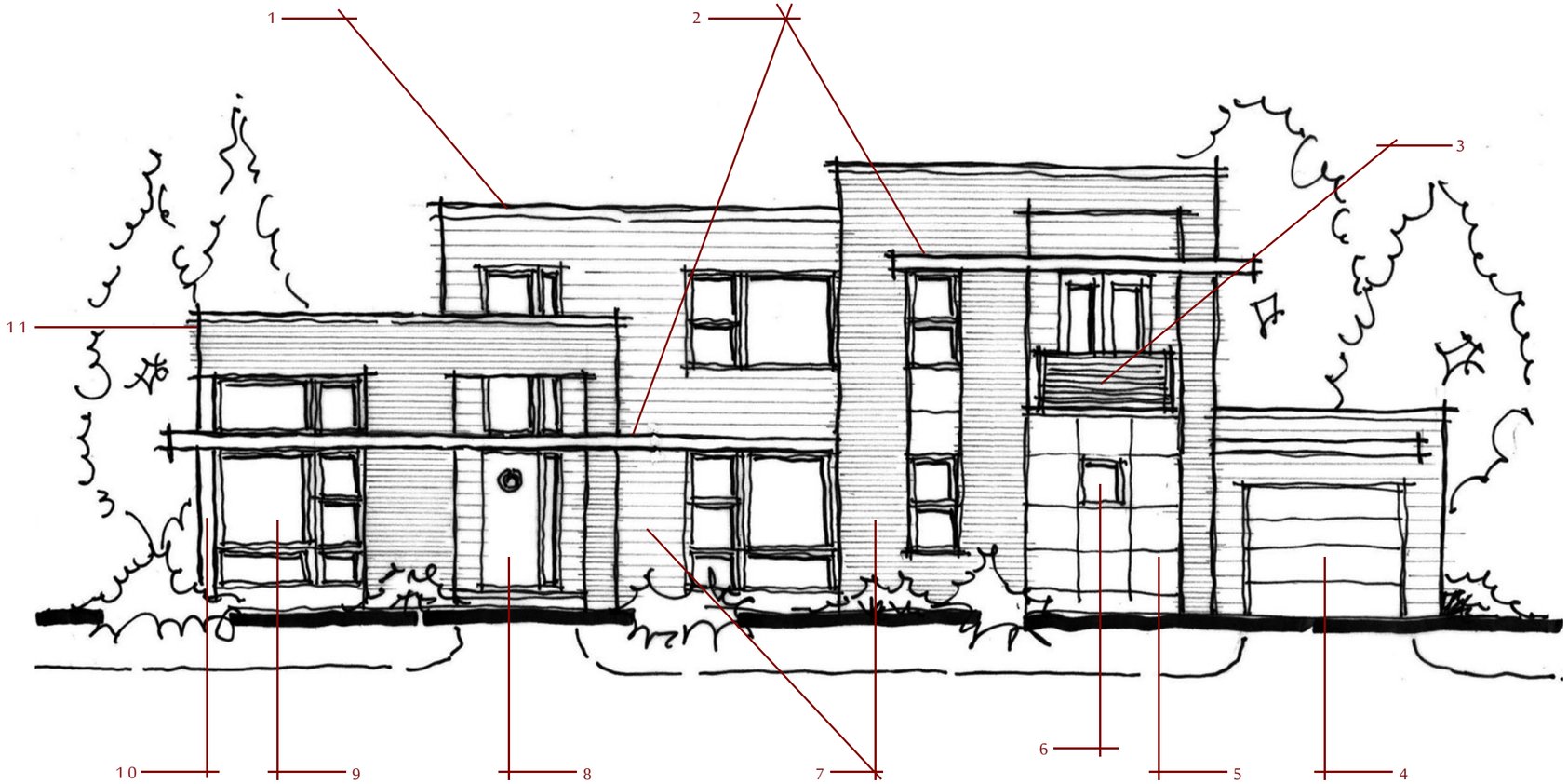
MODERN STYLE

MODERN ARCHITECTURE

Modern is an architectural style that generally describes mid-20th century developments in modern design, architecture and urban development from the 1940s through the 1960s. The style has its roots in the Bauhaus and International Styles born in Europe between World Wars I and II, typified by smooth, unornamented wall surfaces with no decorative detailing at doors or windows, an asymmetrical façade and a flat roof.

Mid-Century Modernism is more organic in form and less formal than the International Style and was frequently employed in homes with the goal of bringing modernism into America's post-war suburbs. Many Mid-Century houses utilized then ground breaking post and beam structural systems that eliminated bulky support walls in favor of walls seemingly made of glass. Materials typical of Mid-Century Modern include industrial and commercial products not previously found in residential structures, reflecting the industrial nature that typifies the modern vernacular.

MODERN STYLE



MODERN ELEMENTS

1. Roofs are flat, mono-sloped or low pitched, with overhangs or with simple, small flush coping.

2. Sun shades or canopies emphasize horizontal movement and building lines.

3. Railings are usually metal, glass panels or solid walls.

4. Garage doors are simple, solid and unadorned.

5. Wall panels can be incorporated into the elevation as façade treatment.

6. Individual accent windows in square or round shapes.

7. Wall surfaces are either smooth and unadorned or use simple horizontal siding forms to emphasize horizontal lines. Wall surface planes can be clad with different materials in order to emphasize different geometric shapes on the façade.

8. Simple solid or glass entry doors are typical with no decorative trim.

9. Windows can vary in size and shape, often grouped in strips to emphasize horizontal lines or create vertical counterpoints on elevation.

10. Columns are simple and unadorned round or square in shape. Metal is most typical, but wood, stone or brick are acceptable.

11. Simple use of brick or stone with no decorative trim or embellishment.

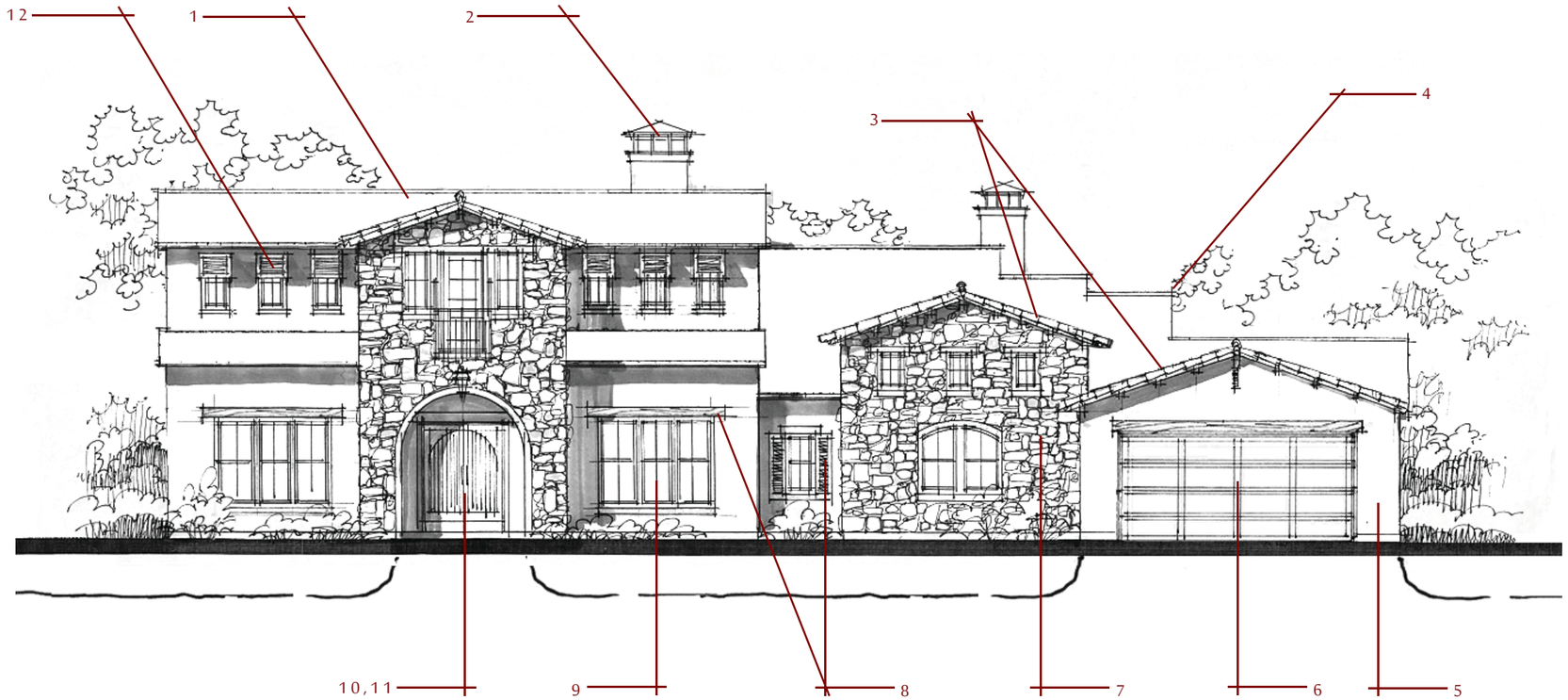
OLD WORLD STYLE

OLD WORLD ARCHITECTURE

A product of the rocky, undulating hillsides of western Europe, the Old World style reflects the varied topography and color palette of its home continent. Natural materials sourced nearby yielded exteriors clad with stone and tile, and building designs used low roof pitches and large overhangs to shield residents from the hot, rugged conditions. Historically, brick and timber provided structural and aesthetic purposes, and rich clay soils yielded creative color treatments for plaster or stucco walls. Aged wood, exposed beams, wrought iron and welded ornamental steel and copper were used for accents inside and out.

Landscape is vital in European architecture, and many Old World designs resemble working farm buildings that offer a direct connection to surrounding nature. Outdoor living in courtyards and covered patios was common, and these areas often employed walls of doors and windows to permit cross-ventilation.

OLD WORLD STYLE



OLD WORLD ELEMENTS

1. Low pitch roof (5:12 or lower) with architectural grade composite shingles or tile where regionally appropriate.

2. Stylistic turrets or chimneys clad in stucco or stone and capped with metal, typically copper.

3. Multiple low pitch gables with 1’-0” minimum eaves and varied rake overhangs.

4. Varied roof heights and cascading roof lines give the sense of a home added on to over time.

5. Primary cladding of stucco in earthen hues.

6. Rustic garage door of panelized wood or wood-stained composite or metal.

7. Dominant massing forms of full height stone generate visual interest through contrasting color and playful projections from the main body of the home.

8. Window trim includes stylistically appropriate shutters and heavy wood timber headers.

9. Window patterns are typically formal, but each massing form often utilizes a different layout interspersed with some custom shapes and sizes.

10. Arched entryways framed by stone-clad towers and marked by architecturally detailed exterior lighting, brackets and decorative hardware.

11. Entrance doors are “Old World” in character with panels, accent glass, arched designs or double doors.

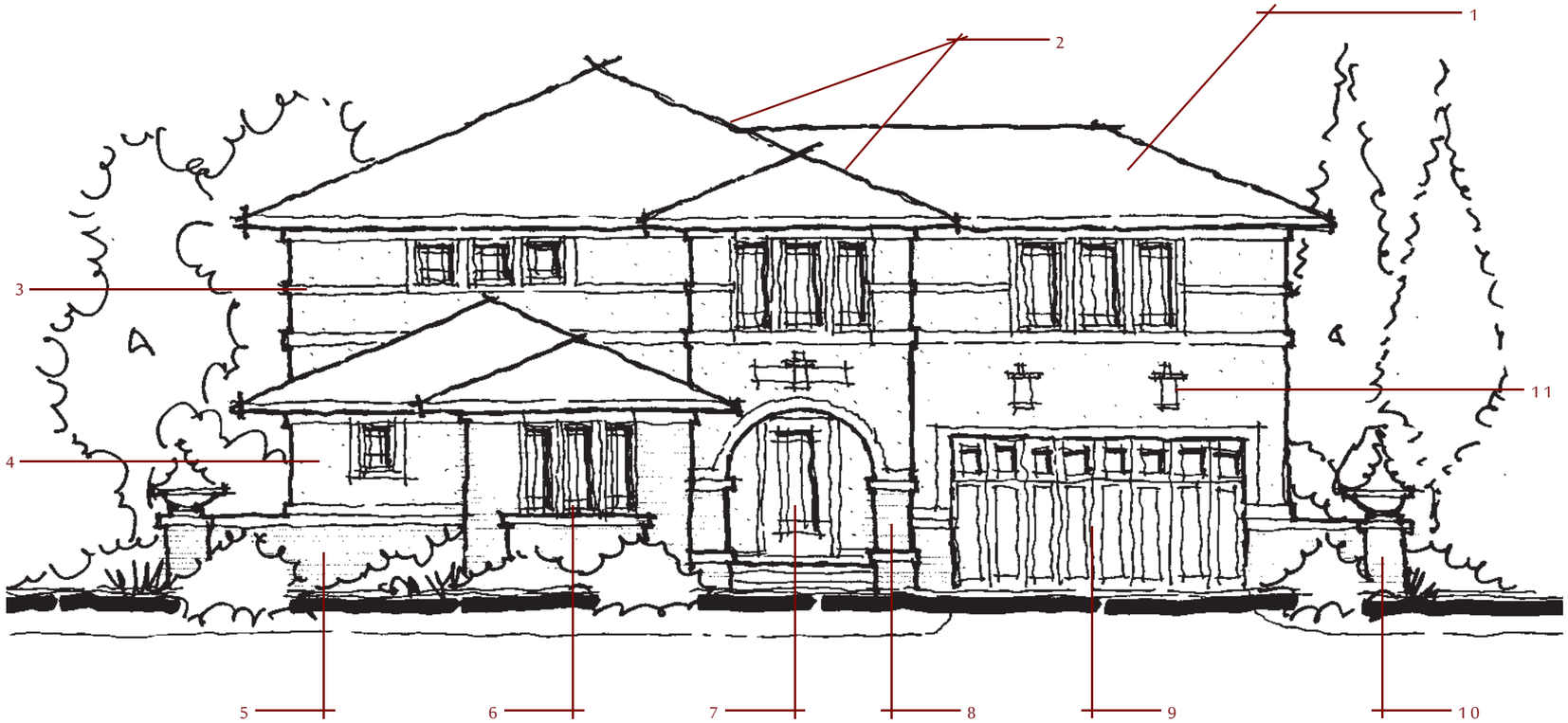
12. Awnings, brackets and other hardware detailing of wrought iron, rustic timber or copper.

PRAIRIE STYLE

PRAIRIE ARCHITECTURE

The prairie style is a regional American style that was developed by Frank Lloyd Wright. With a distinct emphasis on the horizontal, the prairie style shows a sensitivity to the flat midwestern plains by featuring deep eaves, low pitched hip roofs, extensive porches with large columns and porte cocheres, bands of casement windows, and is typically clad in earth-toned stucco, local indigenous materials or both. Although the prairie style originated in the Midwest during the first part of the 20th century, its popularity reaches far beyond the central states. Over a century later, the prairie style can be seen across the country, but the architectural elements that characterize the style remain the same.

PRAIRIE STYLE



PRAIRIE ELEMENTS

1. Low pitch roof (4:12) with architectural grade composite shingles.

2. Multiple low pitch hip forms with 2'-6" minimum eaves.

3. Decorative horizontal bands and trim add character and charm.

4. A mix of materials such as brick, stone, stucco or siding add visual interest and texture.

5. Stone or brick is used as a base that anchors the house to the ground and lends itself to the horizontal nature of the style.

6. Prairie windows are typically casements with divides in upper halves. Windows are ganged or single with an emphasis on the horizontal.

7. Entrance doors to be "prairie" in character with panels and accent / stained glass.

8. Porch columns are large built-up wood on square or rectangular bases veneered in brick or stone. Railings can be of wood with ganged pickets or wrought iron with a decorative pattern of appropriate style and scale.

9. Garage doors are rustic and panelized with or without glazing to add character to the streetscape.

10. Extending the architecture into the landscape creates transitions from the street to the home and defines outdoor space.

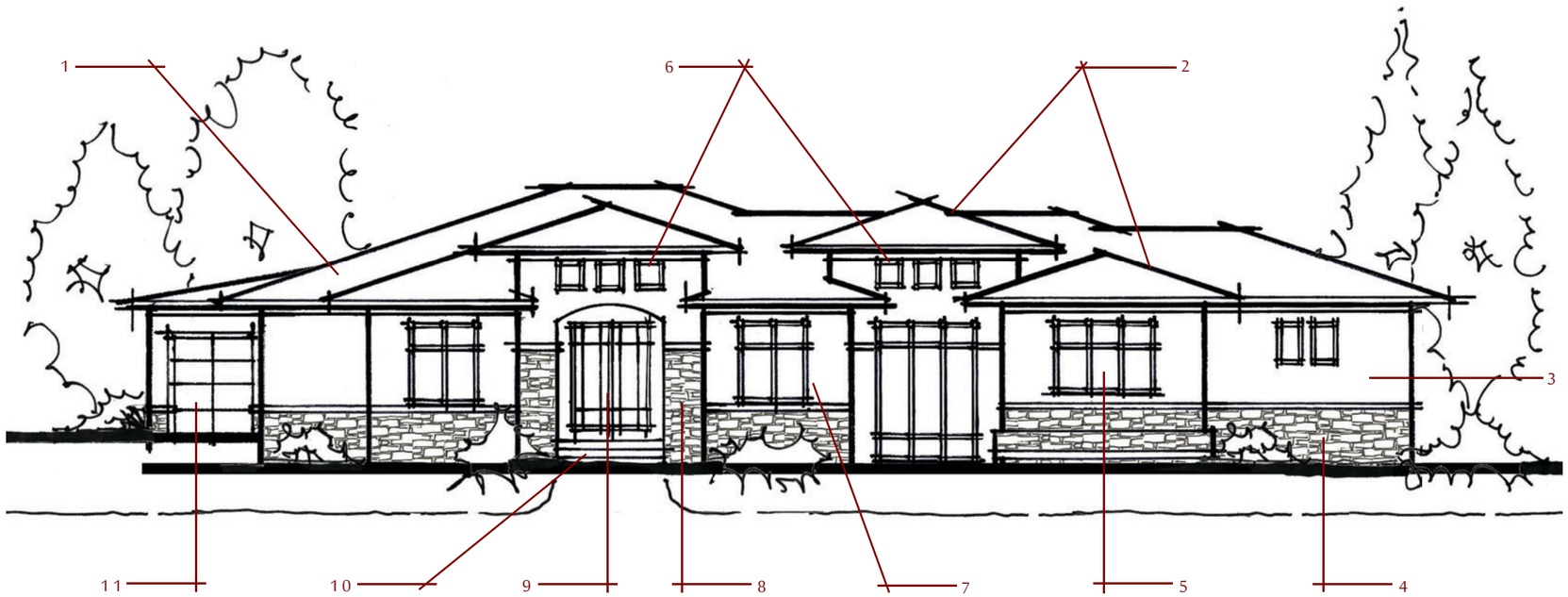
11. Exterior fixtures, railings and hardware reflect prairie styling and craftsmanship to enhance the architectural character of the home.

TRANSITIONAL STYLE

TRANSITIONAL ARCHITECTURE

The transitional style is a synthesis of prevalent, distinct architectural characteristics in current use in a given geographic region. In central Iowa, the transitional style represents a blend of traditional prairie elements with contemporary, semi-modern forms. Low-pitched, hipped roofs and undulating geometry create a flat, broad frontage, even in two-story homes. Exterior finishes and materials typically include a primary cladding of siding or stucco accented by natural stone veneer or brick, although certain modern interpretations may incorporate more industrial elements, such as painted CMU block and metal accents. The transitional style evolves over time to reflect the changing, popular design influences that shape each community.

TRANSITIONAL STYLE



TRANSITIONAL ELEMENTS

1. Low pitch roof (4:12) with architectural grade composite shingles.

2. Multiple low pitch hip forms with 2’ minimum eaves.

3. Clapboard siding or stucco in grays or earthen tones.

4. Stone or brick is used as a base that anchors the house to the ground and reinforces the horizontal nature of the style.

5. Window design takes cues from prairie and craftsman style with a contemporary flair.

6. Multple instances of ganged fixed glass and frequent use of transoms.

7. Minimal or no trim around fenestration; when used, trim color is often a shade of the primary body color.

8. Entries are flanked by massive stone columns supporting a parapet to form a dominant massing element that focuses attention on the front door.

9. Entrance doors tend toward modern and range from simple flat panel to full glass double doors.

10. Generous stoops are used in lieu of front porches with inset layouts that are fully shaded

11. Garage doors have simple panel designs and are painted or stained to complement the primary color palette, with or without glazing and decorative hardware.

ARCHITECTURAL REVIEW COMMITTEE

GENERAL GUIDELINES

Raccoon River Land Company will notify all potential homeowners of The Preserve Architectural Review Committee (ARC), their process and criteria. Individuals acting on behalf of the ARC will change from time to time; thus, the application, opinions and interpretations of Timber Knoll at The Preserve Design Guidelines may vary accordingly.

All new construction, subsequent construction, remodeling with exterior exposure, expansion and demolition of structures shall be reviewed and approved in writing by the ARC prior to commencement of any on-site building or construction activity. The approval process can be facilitated if complete and quality submittal documentation is provided to the ARC. The ARC reserves the right to alter the review process in order to ensure an adequate review of all submissions while accommodating the needs of builders.

Submittals to the ARC are separate from the requirements established by The City of West Des Moines, and approvals are based upon criteria of Timber Knoll at The Preserve Design Guidelines, which do not guarantee approval by The City of West Des Moines or other governing agencies.

ARC review involves three steps:

STEP ONE: RESEARCH & REVIEW

- The Preserve architectural standards
- The City of West Des Moines building and zoning requirements

STEP TWO: PRELIMINARY REVIEW REQUIREMENTS

- Submittal of schematic design package (plans and all elevations)
- Meeting with Architectural Review Committee
- The ARC shall provide written documentation of their findings, either moving the submittal to Step Three or identifying required revisions to those aspects of plans that are inconsistent with Timber Knoll at The Preserve Design Guidelines.

STEP THREE: FINAL REVIEW REQUIREMENTS

- Submittal of final design drawings package including primary residence plans with elevations (identifying materials and color selections) and landscape plan (with exterior lighting plan)
- Meeting with Architectural Review Committee
- Final approval to proceed or recommendations to change

CONSTRUCTION

- Construction may proceed only after approval of the final set of drawings and specifications. Changes that occur during actual construction that differ from approved drawings will require alterations at the builder's expense to restore compliance with approved drawings. No drawings are considered approved unless the ARC provides approval in writing.

- The builder or builder's agent has sole responsibility for compliance with all governing codes and ordinances.

- The review and assessment of an application is based solely on aesthetic considerations as informed by these Guidelines. Neither the master developer nor the ARC nor any member of the foregoing shall bear any responsibility for ensuring the structural integrity or soundness of approved new construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the master developer nor the ARC nor any member of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any lot.

- Certain objectionable features may not be possible to identify until work is completed, and in such cases, the ARC may or may not require changes to objectionable features; if accepted, the ARC may refuse to approve similar proposed features in the future.

REVIEW CRITERIA

- Architecture
  Guidelines provide general requirements for elevations, materials, color and lighting.
- Landscape
  Guidelines provide general requirements for planting package, including planting plan, lighting, irrigation, etc. Tree removal requires staking prior to review by the ARC.
- Ancillary Structures & Other Lot Improvements
  Design Guidelines provide general and specific requirements for a variety of miscellaneous structures and lot improvement activities.
- Any items not explicitly described or stated in Timber Knoll at The Preserve Design Guidelines will be approved at the discretion of the ARC.
  Refer to any sales or leasing materials and documents (as well as any recorded covenants, if any) for further restrictions that may apply.

CREDITS

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