



Book 2006 Page 13982

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Dallas County IOWATHIS DOCUMENT PREPARED BY AND Philip G. Stover, P.C.,
AFTER RECORDING RETURN TO: Walters Comp. 2461 88th St, Urbandale, IA 50322 Phone: (515) 243-1516**AMENDMENT TO THE DECLARATION OF RESIDENTIAL
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to the Declaration of Residential Covenants, Conditions and Restrictions (the "Amendment") is made this August 14, 2006, by Calvert Meadows, L.L.C. (the "Declarant").

WHEREAS, Declarant, as part of the plat submittal process, filed a Declaration of Residential Covenants, Conditions and Restrictions (the "Declaration") with the Dallas County Recorder on July 11, 2006, recorded in Book 2006, Page 11123 for the following property (the "Property"):

Lots 1 through 63, CALVERT MEADOWS PLAT I, an OFFICIAL PLAT, now included in and forming a part of the City of Urbandale, Dallas County, Iowa;

WHEREAS, Declarant has the right to amend the Declaration under Article XX, Page 5 of the Declaration;

WHEREAS, Declarant desires to alter some of the covenants, conditions and restrictions found in the original Declaration;

WHEREAS, Declarant desires to provide for the ownership, preservation of values and amenities in the Property and to this end, desires to subject the Property to the covenants, restrictions, easements, conditions, uses, limitations, obligations, charges and liens, hereinafter and previously set forth, each and all of which is and are for the benefit of the Property and each Owner thereof;

NOW, THEREFORE, Declarant hereby publishes and declares that the Property described above and in the Declaration shall be held, occupied, sold and conveyed subject to easements, covenants, conditions, restrictions and reservations set forth in the Declaration, which is hereby amended as follows:

1. Subsection (B) of Article IV of the Declaration is hereby modified to read as follows:
 - B. One and one-half (1 ½) story dwellings must have a finished interior area of not less than 2,000 square feet;
2. Subsection (A) of Article V of the Declaration is hereby modified to read as follows:

A. Masonry Requirement. The exterior front elevation of each dwelling shall consist of at least 25% of a brick, stone or other masonry product.

3. Subsection (B) of Article V of the Declaration is hereby repealed in its entirety.

4. Article VI is hereby repealed in its entirety, and the following is substituted in its place:

VI. GARAGES; DRIVEWAYS; MAILBOXES.

A. Garages. All dwellings shall have a three car attached garage.

B. Driveways. No dwelling shall be constructed, altered or maintained on any Lot unless it has a driveway from a street running to the improved premises. All driveways shall be constructed of concrete.

C. Mailboxes. The Declarant reserves the right to approve a common mailbox scheme for the Property. All Owners shall abide by any such requirements that may come into existence. If no common mailbox requirements are provided by the time an Owner desires to purchase a mailbox, the Owner shall submit his/her proposed mailbox plans to Declarant for review. Declarant has full discretion to review the plans for aesthetic purposes only, and to accept or reject such plans accordingly. If Declarant fails to respond in writing within thirty (30) days, such mailbox plans shall be deemed to be approved.

5. Article XVII is hereby repealed in its entirety, and the following is substituted in its place:

XVII. LANDSCAPING AND WEED CONTROL.

A. Landscaping. Within one (1) month following completion of a residential dwelling, the Owner shall fully sod the remainder of the Lot, excluding any area reasonably used as a garden, berm, or similar configuration. The Owner shall not, however, be obligated to fully sod the Lot until the weather and/or season of the year make such action feasible. At the time of the sodding, the Owner shall plant at least one (1) tree of at least three (3) inches in diameter in the front yard of the Lot.

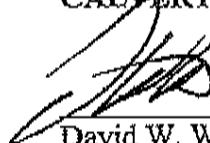
B. Weed Control. The Owner or person in possession of each Lot, whether vacant or improved, shall keep the same free of weeds and debris and keep all lawns mowed.

6. Except as expressly provided by this Amendment, all of the terms, conditions, covenants, easements and provisions of the Declaration continue and remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Amendment to be signed as of the date first above written.


CALVERT MEADOWS, L.L.C.



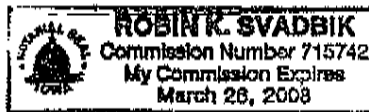
David W. Walters, Manager

STATE OF IOWA, POLK COUNTY, ss:

On this 17 day of August, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared David W. Walters, to me personally known, who being by me duly sworn, did say that he is the Manager of said company; that said instrument was signed on behalf of said company; and that the said David W. Walters, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by them voluntarily executed.



Notary Public



THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Phillip G. Stover, P.C. 2641 86TH St.
Urbandale, Iowa, 50322 Phone: (515) 243-1516

**DECLARATION OF RESIDENTIAL
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration is made this Monday, July 10, 2006 by Calvert Meadows, L.L.C., an Iowa limited liability company (the "Declarant").

RECITALS:

WHEREAS, Declarant is the owner of certain real property located in Dallas County, Iowa which is legally described as follows:

Lots 1 through 63, CALVERT MEADOWS PLAT 1, an OFFICIAL PLAT, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

WHEREAS, Declarant is desirous of establishing covenants, restrictions, easements, conditions, uses, limitations and obligations on the above-referenced residential property.

NOW, THEREFORE, Declarant hereby publishes and declares that the above-referenced property shall be held, sold, and conveyed subject to the following terms and conditions, all of which are for the purpose of protecting the value and desirability of the property and all of which shall run with the land and shall be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS.

For the purpose of this Declaration, the following terms have the following definitions, except as otherwise specifically provided:

- A. "Calvert Meadows" means the real property located in the residential, single-family subdivision legally described above.
- B. "Declarant" means Calvert Meadows, L.L.C. its successors and assigns.
- C. "Declaration" means this Declaration of Covenants to which the Property is subject.
- D. "Lot" means any individual, single family parcel of land within Calvert Meadows which is shown upon the recorded Official Plat of Calvert Meadows and numbered as Lots 1 through 63, inclusive.

- E. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any part of the Properties, including contract vendees, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision or operation of law.
- F. "Property" or "Properties" means that certain real property described above but shall exclude and not refer to any portion thereof conveyed, dedicated or granted to the City now or in the future.

II. DESIGNATION OF USE.

All of the lots designated herein and shown as Residential Lots in Calvert Meadows shall be residential lots and shall not be improved, used or occupied for other than private residential purposes. No full time or part time business activity may be conducted on any lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the provisions of the zoning ordinance of Dallas County, Iowa.

III. BUILDING TYPES.

No building or other structure shall be constructed, altered, or maintained on any Lot other than a detached, single family dwelling with a basement.

IV. BUILDING AREA.

No dwelling shall be constructed on any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following minimum square feet of living area requirements:

- A. One (1) story dwellings must have a main floor finished interior area of not less than 1,700 square feet;
- B. One and one-half (1 ½) story dwellings must have a finished interior area of not less than 2,100 square feet;
- C. Two (2) story dwellings must have a finished interior area of not less than 2,200 square feet;

In the computation of floor area, the same shall not include the basement, porches, breezeways or attached or built-in garages.

V. BUILDING EXTERIOR.

- A. Masonry Requirement. The exterior front elevation of each dwelling shall consist of at least 30% of a brick, stone or other masonry product.

B. No Vinyl Siding. No dwelling exterior shall have any vinyl siding.

VI. GARAGES; DRIVEWAYS; MAILBOXES.

All dwellings shall have a three car attached garage. No dwelling shall be constructed, altered or maintained on any Lot unless it has a driveway from a street running to the improved premises. All driveways shall be constructed of concrete.

VII. TEMPORARY STRUCTURES OR EQUIPMENT.

No temporary building or structure shall be maintained on any Lot. At no time shall any automobile, motorcycle, truck, mechanical equipment or similar property, camper, boat, trailer, snow mobile or other type of recreational vehicle be maintained on the yard or be disassembled, repaired or serviced on any Lot, except inside the garage of the dwelling.

VIII. SWIMMING POOLS.

Above-ground swimming pools are not permitted on any Lot. Underground Pools must be fenced with a six-foot privacy fence and a proper gate and safety locks.

IX. TRASH RECEPTACLES.

No trash receptacles or garbage cans are permitted to be in front of the dwellings except as necessary for regular collection. All said cans shall have secure lids.

X. SIGNS.

No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except street markers, traffic signs or any signs installed by Dallas County, by other governmental entities or by the Declarant or those which are customary and traditional signs (one per Lot) advertising a Lot or dwelling for sale. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the Declarant and its agents may enter upon such Lot and remove said signs.

XI. UTILITIES.

All utility connection facilities and services shall be underground. There shall be no septic sewage systems. All Owners are required to connect to the utilities and improvements provided by the City and the Owner of said Lot shall be required to connect to and utilize said utilities and improvements at the Owner's sole cost and expense.

XII. ANTENNAS AND SATELLITE RECEIVERS.

No exterior towers or antennas of any kind shall be constructed, modified or permitted on any Lot, except as otherwise provided herein. Customary television or radio antennas shall be concealed within the attic space of the dwelling or garage. A satellite dish (or similar structure) shall be permitted if attached directly to either the dwelling or the garage provided that it has a diameter of less than twenty-four (24) inches. In the event the satellite dish (or similar structure) is

greater than twenty-four (24) inches, it shall be permitted provided that it is placed on the Lot in an area where it is totally hidden from view from all other areas of Calvert Meadows.

XIII. NUISANCES.

No noxious or offensive sounds, activities or odors shall be permitted on or shall escape from any Lot nor shall anything be done thereon which is, or may become, an annoyance or a nuisance, either temporarily or permanently.

XIV. EASEMENTS.

Easements for installation and maintenance of utilities, pathways, surface water drainage or as otherwise noted are shown on the recorded Official Plat of Calvert Meadows. Any Owner or occupant of said Lot, jointly or severally, shall keep, maintain and preserve that portion of the easement area within the Lot in good repair and condition and shall neither erect nor permit erection of any building, structure, fence or other improvement of any kind within said easement areas which might interfere with the use, maintenance, replacement or inspection of any of the utility services and drainage facilities with the easement areas. Drainage structures for private entrance, driveway crossing, and drainage easements must be sized by a registered professional engineer licensed in the State of Iowa.

XV. SURFACE WATER.

The topography of Calvert Meadows is such that surface water may flow from certain Lots onto other Lots. In regard to all matters related to surface water, each Lot shall be subject to and benefited by such easements as may exist for the flowage of surface water under the law of the State of Iowa, as may be in effect from time to time; and all owners shall have such rights and obligations with respect thereto as may be provided by such law. Any subsurface drainage facilities that are disturbed must be restored or rerouted by the individual Owner.

XVI. GSi REPORT – BASEMENT MOISTURE NOTICE.

A geotechnical report has been issued by Geotechnical Services, Inc. and attached hereto as Exhibit "A." This report contains building recommendations regarding ground water levels, lateral earth pressure, and moisture barriers. The information contained in this report should be carefully analyzed and strictly followed when constructing a dwelling in Calvert Meadows. It is further recommended that a party with construction expertise, such as a general contractor or engineer, review the report in addition to the Owner.

By this declaration, Owner, contractor(s), engineer(s), and any other material party to the construction of a dwelling in Calvert Meadows are hereby placed on notice of all recommendations contained in the report attached hereto as Exhibit "A," and it shall be their sole obligation to ensure appropriate compliance in construction of a dwelling. No further obligation or liability relating to said report shall remain with Declarant, Walters Companies, Inc. or Geotechnical Services, Inc.

XVII. WEED CONTROL.

The Owner or person in possession of each Lot, whether vacant or improved, shall keep the same free of weeds and debris and keep all lawns mowed.

XVIII. MISCELLANEOUS PROVISIONS.

- A. Dog Runs. There shall be no dog runs of any nature permitted on any Lot.
- B. Fences. Standard chain link fencing is not permitted on any lot. Owner(s) may install wrought iron fencing or other appropriate fencing, including, but not limited to, privacy height cedar fencing, or staggered cedar fencing, etc.
- C. Home Color. The color selected for the exterior of the home shall be neutral in nature and consistent with the surrounding neighborhood. The home color may be selected from the palate of earth colors regularly found in nature.

XIX. ENFORCEMENT OF COVENANTS.

This Declaration of Residential Covenants, Conditions and Restrictions shall be deemed to run with the land, and the Declarant and/or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration of Residential Covenants, Conditions and Restrictions and enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity.

XX. AMENDMENT OF COVENANTS.

This Declaration of Residential Covenants, Conditions and Restrictions may be amended from time to time with the approval of the Owners. Said approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owner of each Lot shall be entitled to cast one vote on account of each Lot owned. Provided, however, until twelve (12) months following the date on which the Declarant has sold all of the Lots, Declarant may make amendments or modifications to this Declaration of Residential Conditions and Restrictions without the consent of any other Owners or any other party. Such amendments or modifications by the Declarant shall be effective only after all other Owners are provided with a copy of the amendment or modification and the amendment or modification has been filed with the records of the Recorder of Dallas County, Iowa.

XXI. PERIOD OF COVENANTS.

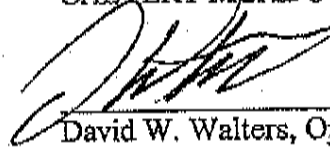
This Declaration of Covenants, Conditions and Restrictions shall continue and remain in full effect at all times as to the Property included within Calvert Meadows and as to the Owners of any Lot therein, regardless of how title was acquired, until the 31st day of December, 2027, on which date this Declaration of Covenants, Conditions and Restrictions shall terminate and end and thereafter be of no further legal or equitable effect; provided, however, that this Declaration of Covenants, Conditions and Restrictions shall automatically be extended for one additional period of twenty (20) years, unless on or before the end of the initial period set forth above, the Owners of not less than fifty percent (50%) of the Lots, by written instrument duly recorded, declare termination of the same.

XXII. ENFORCEMENT AND WAIVER.

In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect. Wherever there is a conflict between this Declaration of Covenants, Conditions and Restrictions and the zoning ordinance of Dallas County or the City of Urbandale, the more restrictive provision shall be binding.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be signed as of the date first above written.

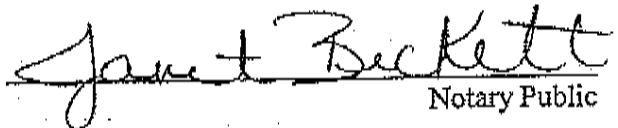
CALVERT MEADOWS, L.L.C.



David W. Walters, Operating Manager

STATE OF IOWA, POLK COUNTY, ss:

On this 11 day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared David W. Walters, to me personally known, who being by me duly sworn, did say that they are the Operating Manager of said company; that said instrument was signed on behalf of said company; and that the said David W. Walters, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.


Notary Public

