

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

THIS DECLARATION is made this 13 day of August 2007, by **ALL POINTS DEVELOPMENT, L.C.**, an Iowa limited liability company (the "Declarant").

**WHEREAS**, Declarant is the owner of certain real property legally described as Lakeside Plat 1, an Official Plat of City of Polk City, Polk County, Iowa (herein referred to as the "Property").

**WHEREAS**, Declarant is desirous of protecting the value and desirability of the Plat.

**NOW, THEREFORE**, Declarant hereby declares that all property within the Plat shall be held, sold and conveyed and be subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Plat and 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 shall have the following definitions, except as otherwise specifically provided:

A. "Plat" shall mean and refer to the real property described as Lakeside Plat 1, an Official Plat of the City of Polk City, Polk County, Iowa.

B. "Declarant" shall mean and refer to All Points Development, L.C., an Iowa limited liability company.

C. "Lot" shall mean and refer to an individual parcel of land within the Plat.

D. "Building Lot" shall mean and refer to one or more Lots, or one or more Lots and the portion or portions of adjacent platted Lots in the Plat, used for the construction of one dwelling as herein permitted.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot that is a part of the Plat.

F. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

G. "City" shall mean the city of Polk City, Iowa.

H. "Builder" shall mean and refer to one or more persons or entities that construct a dwelling or outbuilding on a Lot.

I. "Berm Area" shall mean the 43,690 square feet legally described on Exhibit A for the purpose of landscaping for the benefit of the Owners.

## **II. DESIGNATION OF USE.**

All Lots shall be known and described as 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 R-1A zoning ordinance of the City.

## **III. BUILDING TYPES.**

A. No building or structure shall be constructed, altered, or maintained on any Building Lot other than a detached single family dwelling with an attached private garage and one (1) accessory structure as defined in *XIX. ACCESSORY STRUCTURES* herein.

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

## **IV. BUILDING AREA DESIGN AND CONSTRUCTION.**

No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements:

A. For one story, one and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,250 square feet.

B. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.

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

D. Colors and materials shall be consistent with traditional architectural values in the Midwest region of the United States and must not otherwise detract from the standards and aesthetics of the Plat.

E. All roof material shall be architectural type shingles or cedar shakes.

F. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

**V. GARAGES, DRIVEWAYS, AND SIDEWALKS.**

All dwellings shall have a minimum of a two car attached garage. All dwellings shall have a Portland cement concrete driveway not less than 16 feet in width and running from the city street to the garage.

The Builder or Owner shall be responsible for the cost of and the installation of the sidewalk in the public right-of-way adjacent to the lot lines of such Lot. In the event no dwelling is constructed and if the City requires the installation of sidewalks on a Lot, then the then Owner of such Lot shall be responsible for the installation or the cost of installation of the sidewalk in the public right-of-way adjacent to the lot lines of the Lot, whether by payment directly to a contractor approved by the City who installs the sidewalk for which the then Owner is responsible or by the payment to Declarant if the City has required Declarant to pay for sidewalk installation. All sidewalks shall be constructed of Portland cement and shall meet City standards in front of each dwelling extending from property line to property line approximately parallel with City street. If the City may require Owner to install a recreation trail in lieu of the sidewalk provided for herein then the provisions of this paragraph shall apply to the recreational trail.

**VI. TEMPORARY AND OTHER STRUCTURES; CERTAIN USES.**

No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, watercraft, trailer, unfinished dwelling basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no camper, motor home, watercraft, trailer, or mechanical equipment may be parked or maintained on any Lot (except inside a garage) or on the public street, other than on a temporary basis; provided that this restriction shall not apply to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time may any vehicle, trailer or camper be parked or maintained in the yard of any Lot. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling.

**VII. FENCES.**

No fences or other structures may be built or maintained within the front building setback areas as shown on the Plat as recorded and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines or within the Berm Area. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including chain link fence around a dog run, shall be permitted unless it is a black vinyl clad fence. All fences shall be kept in good repair and attractive appearance.

**VIII. SODDING/SEEDING.**

Prior to closing of sale to a buyer or within six (6) months of substantial completion of exterior of dwelling, Builder shall install sod at front and sides of the Lot at a minimum and shall seed or sod remaining portions of the Lot.

**IX. BERM AREA.**

There shall be nothing planted from the peak of the Berm Area to the curb on Parker Boulevard except the Declarant shall plant this portion of the Berm Area in grass. An irregular strip of this area adjacent to the sidewalk along Parker Boulevard as well as the parking shall be mowed to a height not to exceed six inches. The remainder of this portion of the Berm Area may be allowed to grow without mowing. For a period of five years from the date of this Declaration, the Declarant or its successors and assignees shall be responsible to maintain this portion of the Berm Area. Declarant may at its sole option extend the period that the Declarant or its successors and assigns is reasonable for maintaining the Berm Area. From and after this date, the Owner of a Lot including a Berm Area shall be responsible for maintaining that portion of the Berm Area described above provided nothing except grass shall be planted thereon and the no mow areas shall be preserved.

That portion of the Berm Area lying east of the peak of the Berm Area shall be maintained by the Owner of the Lot on which the Berm Area is located.

The elevation of the Berm Area may not be altered.

**X. EASEMENTS.**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat as recorded. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep, and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within the easement areas (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easements areas. The Declarant shall construct at its cost within six months of the filing of the Plat a berm in the Berm Area. The expense of maintaining, repairing and replacing the improvements and landscaping in the Berm Area shall be handled as described in *IX. Berm Area.*

**XI. NUISANCES.**

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

## **XII. STORM WATER DISCHARGE PERMITTING REQUIREMENTS.**

Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot.

During the ownership of the Lot, Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs, attorney fees and consultant fees caused by, or in any manner related to, (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot, and (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

## **XIII. 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 (i) street markers, traffic signs, or any signs installed by the City by other governmental entities or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, and (iii) a customary sign (one per Building Lot) advertising a Building Lot or dwelling for sale, not exceeding 1,296 square inches. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove such signs.

Declarant reserves the right to install entrance and directional signs with respect to the Plat, at locations and of design determined by the Declarant in a manner consistent with the ordinances of the City and to install a temporary 4' x 8' project sign for marketing purposes.

## **XIV. TRASH RECEPTACLES.**

No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling, garage or Outbuilding, within twelve (12) hours following the scheduled pick up of such trash.

## **XV. UTILITIES.**

All utility connection facilities and services shall be underground.

## **XVI. TOWERS AND ANTENNAS.**

No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings, on garages or on

Outbuildings. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) inches or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling shall be permitted for the cable from such exterior tower, antenna or receiver dish. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground, on dwellings, on garages or on Outbuildings.

#### **XVII. MAINTENANCE.**

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, weeds and debris and to keep the lawn and landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches subject to the Berm Area provision in *IX Berm Area* above. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fence, screening and all other improvements.

#### **XVIII. CERTAIN ANIMALS PROHIBITED.**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of three (3) dogs and/or cats be kept at any one Building Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, must be completely screened or otherwise hidden from view from any other Lot and all streets within the Plat.

#### **XIX. ACCESSORY STRUCTURES.**

Each Building Lot may have no more than one (1) customary and traditional accessory structure such as a tool shed, garden house, in-ground swimming pool, tennis court and the like. Any Outbuildings shall be constructed of materials similar to those of the single family dwelling. Any trash receptacle, or tool shed, garden house or other Outbuilding of like nature, shall be properly screened by a privacy fence and/or shrubbery. No above-ground or non-permanent swimming pools shall be permitted on any Lot. Swimming pools, tennis courts, Outbuildings and other accessory structures and improvements, including dog kennels and runs, shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within five (5) feet of any side or rear Lot line, as the minimum distance established by the zoning ordinance of the City or the minimum distance as established in the Plat as recorded, whichever is the more restrictive. No accessory structures shall be built or maintained within the Berm Area.

#### **XX. SURFACE WATER.**

The topography of the Plat is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws 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 laws.

**XXI. ENFORCEMENT OF COVENANTS.**

This Declaration shall be deemed to run with the land, and the Declarant, or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to 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, and shall further be entitled to recover reasonable legal fees and costs if the Declarant, or Owner prevails in any such action.

**XXII. AMENDMENTS OF COVENANTS.**

This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Provided, however, until the Declarant has sold all of the Lots, it may make amendments or modifications to this Declaration without the consent of any other Owners or 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 Recorder.

**XXIII. PERIOD OF COVENANTS.**

The easements created pursuant to this Declaration shall be perpetual. All covenants, conditions, restrictions and reservations created by this Declaration shall continue for a term of twenty-one (21) years from the date of this Declaration, after which time the same shall expire except to the extent preserved in a duly recorded instrument, signed by the Declarant or an Owner who has an interest in the Property, agreeing to extend the duration of this Declaration for an additional term of twenty-one (21) years.

**XXIV. ENFORCEMENT AND WAIVER.**

A. 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.

B. The Plat shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.

C. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Plat.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed on the date listed above.

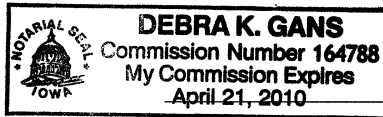
**ALL POINTS DEVELOPMENT, L.C.**  
an Iowa limited liability company

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

By: Gerard D. Neugent  
Gerard D. Neugent, Manager

State of Iowa            )  
                                  )ss:  
County of Polk         )

This instrument was acknowledged before me on August 13, 2007 by Gerard D. Neugent as the manager of William C. Knapp, L.C., the manager of All Points Development, L.C.



Debra K. Gans  
Notary Public

(Stamp or Seal)

**EXHIBIT A**

**BERM AREA  
LAKESIDE PLAT 1**

1. A thirty foot (30') strip of land to be used for Landscaping Easement located in the Western 30 feet Lot 15 and the Southwestern 30 feet of Lot 14, all in the Official Plat of Lakeside Plat 1, now included in and forming a part of the City of Polk City, Polk County, Iowa, more particularly shown on said Lakeside Plat 1.
2. A thirty-five foot (35') strip of land to be used for Landscaping Easement located in the Western 35 feet Lot 30, all in the Official Plat of Lakeside Plat 1, now included in and forming a part of the City of Polk City, Polk County, Iowa, more particularly shown on said Lakeside Plat 1.
3. A forty foot (40') strip of land to be used for Landscaping Easement located in the Western 40 feet Lots 16, 17, 19, 20, and 22-27, all in the Official Plat of Lakeside Plat 1, now included in and forming a part of the City of Polk City, Polk County, Iowa, more particularly shown on said Lakeside Plat 1.