

37.
3684 RH



Doc ID: 028371020007 Type: GEN
Kind: RESTRICTIVE COVENANT
Recorded: 03/17/2014 at 03:51:16 PM
Fee Amt: \$37.00 Page 1 of 7
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2014-00068745

BK 15130 PG 661-667

RETURN TO: Prepared by & Return to: Integrity Land Development, LLC, 31358 Cross Creek Lane Waukee, Iowa
50263 (515) 771-9090 *Brian Curnes*

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

THIS DECLARATION is made this 17st day of March, 2014 by Integrity Land Development, LLC, an Iowa Limited Liability Company (the "Declarant").

WHEREAS, Declarant is the owner of certain real property legally described as follows:

Lots 1-20 in Wisteria Heights, Plat 4, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa.

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 Lots 1-20 in Wisteria Heights, Plat 4, an Official Plat, now and included in and forming a part of the City of Bondurant, Polk County, Iowa.
- B. "Declarant" shall mean and refer to Integrity Land Development, LLC, a Limited Liability Company, its successors or assigns.
- C. "Lot" shall mean and refer to an individual parcel of land within the Plat upon which a dwelling may be constructed.

- 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 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.
- G. "City" shall mean the city of Bondurant, Iowa.

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 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.
- B. No building or structure of any kind shall be moved onto any lot.
- C. The construction of any building or structure on any Building Lot shall be performed Utilizing, then acceptable construction methods and procedures, including (but not limited to) on-site "stick built" construction and/or off-site modular or panelized construction.

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. One and one-half story, two story, split-level and split-foyer dwellings must have a finished area of not less than 1,400 square feet; ranch or one story dwellings must have a finished area of not less than 1,150 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. All homes will be required to have at least a seven and one-half (7 1/2) foot basement with the exception of the split-foyer.
- E. All exterior painted portions of any dwelling, garage or Outbuilding located on any Lot shall be finished with one of the colors designated in writing by Declarant as being acceptable exterior color. All exterior painted portions of dwellings that are repainted shall be repainted in one of such colors.

- F. All roof material shall be Certain Teed brand in earth tone colors or shingle of equal color, quality and appearance thereto.
- G. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

V. GARAGE AND DRIVEWAYS.

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.

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 in front of the back line of the residential dwelling; the fence may be extended to the side Lot lines at the back line of the residential dwelling, then back toward the rear of the Lot. The fence screening material shall be mounted on the exterior face of the fence posts. Metal fencing must be black vinyl clad chain link fence with a height not exceeding 48". Wood fences shall be permitted with the exception of any lot that is backing to the City Park and any lot adjacent to the walkways leading into the City Park, these lots shall have chain link fencing only, for visibility. All fences shall be kept in good repair and attractive appearance.

VIII. SODDING OR SEEDING.

Within ninety (90) days of completion of a dwelling upon a Lot, all portions of the Lot shall be fully seeded or sod. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.

IX. 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. Any Berm and/or Swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.

X. 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.

XI. EROSION CONTROL AND STORM WATER DISCHARGE PERMITTING REQUIREMENTS.

The Owner and /or occupant of each Lot, jointly and severally, whether vacant or improved, their agents, assigns, heirs and/or building contractors, shall take all necessary precautions to prevent, stabilize and control erosion within its Lot to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot. In the event of any occurrence of soil erosion, the Owner and/or occupant of the Lot shall, jointly and severally, promptly clean up all eroded sediment and restore all affected areas to their original condition.

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 and/or attorneys 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/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

XII. 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, (iii) a customary sign (one per building Lot) advertising a Building Lot or dwelling for sale, not exceeding 1,296 square inches, and (iv) signs which have been approved by Declarant in writing advertising the builder or for promotional or marketing purposes. 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.

XII. 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 or 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.

XIV. UTILITIES.

All utility connection facilities and services shall be underground.

XV. 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. No wind turbines are allowed on any property.

XVI. 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. 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.

XVII. CERTAIN ANIMALS PROHIBITED:

No animals, livestock, pigs, snakes, or poultry or 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 two (2) 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. Dog runs, if any, must be located at the rear of the house or garage and extend toward the rear of the Lot, not to extend past the side line of the residential dwelling nor 10' past the rear line of the residential dwelling. All pets must be leashed and under the control of its owner if not kept within a fenced yard or dog run.

XVIII. ACCESSORY STRUCTURES.

Storage sheds shall be of the same siding and roof material and color as the residence on the same parcel and cannot exceed 10' x 10'. No accessory buildings are to be constructed on any Lot unless they are an accessory to the primary use of a single-family house.

XIX. 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.

XX. MAILBOXES.

Neighborhood mailbox cluster units shall be installed by the Declarant according to United States Postal Service regulations. The Owner and/or occupant of the Lot(s) on which a mailbox cluster unit is located

shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

XXI. SECURITY LIGHTING.

Security or decorative lighting for driveways, parking and other areas shall be designed, located and directed in a manner which will avoid direct lighting onto adjoining Lots.

XXII. ENFORCEMENT OF COVENANTS.

This Declaration shall be deemed to run with the land. 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.

XXIII. 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, or its assignee, 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 the date the amendment or modification has been filed with the Recorder.

XXIV. PERIOD OF COVENANTS.

This Declaration shall continue and remain in full force and effect at all times as to the Plat and as to the Owners of any Lot, regardless of how title was acquired, until the date ten (10) years after the recording of this Declaration, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of not less than fifty percent (50%) of the Owners of the Lots, it is agreed to change the said covenants in whole or in part, by written instrument, duly filed with the Recorder.

XXV. 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 judgement 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.

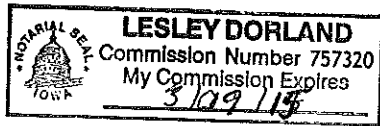
IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

Integrity Land Development, LLC, an
Iowa Limited Liability Company.

By: Brian Curnes, Manager
Brian Curnes, Manager

STATE OF IOWA, COUNTY OF POLK:

This instrument was acknowledged before me on 3/17, 2014, by Brian Curnes, Manager of Integrity Land Development, LLC.



By: Lesley Dorland
Notary Public in and for said State