

Return to:  
CITY OF WAUKEE  
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WAUKEE, IA 50263-0847

Prepared by Marcus F. Abels, 1500 Hub Tower, 699 Walnut Street, Des Moines, Iowa 50309-3940. 515-288-5000

WHEN RECORDED RETURN TO: Marcus F. Abels, 699 Walnut, Suite 1500,  
Des Moines, Iowa 50309-3940

MARK ANDERSON  
DEVELOPMENT, L.L.C.

BUILDING RESTRICTIONS  
EASEMENTS AND  
PROTECTIVE COVENANTS FOR  
BELFRY ESTATES  
Dated: December 30, 1999

to

Whom It May Concern

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, being the owner of BELFRY ESTATES, an Official Plat, in Dallas County, Iowa, (hereinafter referred to as "Grantor") does hereby establish and place the following building restrictions, and protective covenants, and does hereby reserve certain easements, all as hereinafter specifically set forth, on the following-described real property:

Lots 1 through 26, inclusive, in BELFRY ESTATES, an Official Plat, in Dallas County, Iowa.

I. DESIGNATION OF USE

All lots, except streets, in BELFRY ESTATES, shall be residential lots and shall not be improved, used or occupied for other than private single-family residential purposes.

II. BUILDING AREA

No dwelling shall be constructed or permitted to remain upon any lot in BELFRY ESTATES unless it meets the following floor area requirements:

- A. One story dwellings must have a finished floor area of not less than 2,000 square feet.
- B. One and one-half story dwellings must have a finished floor area of not less than 2,400 square feet.
- C. Two story and other Multi-story dwellings must have not less than 2,800 square feet of finished floor area.
- D. In the computation of floor area, the same shall not include porches, breezeways, basements or garages.

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### III. GRANTOR APPROVAL OF PLANS REQUIRED

Grantor reserves the right to review the building plans for any dwelling to be built in BELFRY ESTATES. Before construction begins on any such dwelling, written approval must be obtained from Grantor, which will not be unreasonably withheld, conditioned or delayed. Grantor will approve plans, that in Grantor's opinion, are in harmony with the development of the subdivision considering the design, color, size, and materials proposed to be used.

### IV. GRANTOR'S RIGHT TO REPURCHASE

Construction of the dwelling must commence within 12 months after title to the lot has been conveyed by the Grantor, and the dwelling must be completed and ready for occupancy within 18 months of said date, weather permitting. In the event that construction is not commenced within the required time, then Grantor may require that the lot be conveyed to Grantor by general warranty deed in consideration of repayment by the Grantor of the original purchase price less all costs and expenses associated with perfecting title in the Grantor. For purposes of this paragraph, construction shall be deemed to have commenced when the foundation for the dwelling is completed.

### V. MINIMUM DESIGN AND CONSTRUCTION STANDARDS

- A. No mobile home or manufactured home as defined in the Code of Iowa shall be placed on or erected on any lot.
- B. No building shall be erected on any lot nearer than the building setback lines as shown on the recorded plat.
- C. No building or structure shall be constructed, altered or maintained on any lot unless it has a driveway running from a street to the dwelling, which must be of sufficient area to park at least two cars entirely off the street. All driveways shall be constructed of concrete or bituminous surfacing.
- D. All dwellings must have, at a minimum, two car attached garage.
- E. No exposed tile foundations shall be permitted and all exposed external concrete wall material shall be painted or brick or stone veneered.
- F. Any dog run, trash receptacle, tool shed or other outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence or both.

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G. Fifty percent (50%) of the exterior surface of the front wall of the dwelling shall be brick, stone or other masonry material approved by Grantor.

VI. TEMPORARY STRUCTURE OR EQUIPMENT

No building or structure of a temporary character and no trailer, basement, tent, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any lot, either temporarily or permanently, unless approved in writing by Grantor.

VII. RECREATIONAL VEHICLES AND BOATS

No recreational vehicle or boat shall be parked so that such vehicle or boat is visible from the street for a period of time longer than one week.

VIII. RUBBISH CONTAINERS

No rubbish container shall be visible from the street except on pick-up day and one day before and one day after pick-up day.

IX. UTILITIES

All utility connection facilities and services shall be underground. No individual water supply system or individual sewage disposal system shall be permitted on any lot.

X. TOWERS AND ANTENNAS

No extension towers or antennas of any kind shall be constructed, modified or permitted on any lot. Reasonable television or radio antennas and satellite dishes not exceeding 24 inches in diameter are permitted on dwellings or garages.

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 nuisance, either temporarily or permanently.

XII. LIVESTOCK AND POULTRY 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 three dogs be maintained on any one lot at any one time. Dogs outside the dwelling must be on a leash, fenced or kept in a dog run.

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### XIII. LANDSCAPING AND SIGHT LINES

- A. When a dwelling is constructed, the entire front yard, both side yards, and the entire rear yard is to be sodded and at least two trees of at least three (3) inches in diameter will be planted in the front yard and an additional such tree will be planted on the street side yard of each corner lot.
- B. On a corner lot where setback or sideyard exists, no fence, wall, building, shrubbery, trees, ground sign, billboard, marquee, or any other kind of structure or obstruction to vision shall be erected, placed, planted, allowed to grow, or maintained between a height of two (2) feet and ten (10) feet above the centerline grades of intersecting streets within the triangular zone formed by the intersecting street curblines (or the edge of the traveled roadway where there are no curbs) and a line joining points on such street curblines forty-five (45) feet from the point of intersection of the intersecting lines.

### XIV. EASEMENTS

Certain perpetual easements are reserved as shown on the recorded plat. The owner or occupant of a lot shall, at their own expense, keep and preserve that portion of the easement within their property in good repair and condition, and shall neither change the grade elevation or contour of any part of the easement area, nor erect or permit erection of any building, structure or fences of any kind within the easement area that might interfere in any way with the use of such easement without consent of the City of Waukee.

### XV. FENCES

No fence over two (2) feet in height shall be permitted within the front forty (40) feet of any lot. Further, there shall be permitted no chain link or metal fences on any lot, except for vinyl clad chain link fence in the rear yard not visible from the street.

### XVI. WEED AND DEBRIS CONTROL

The owner or person in possession of each lot, whether vacant or improved, shall keep the same free of debris and weeds. Each owner agrees that, after written notice is given by certified mail to such owner or person in possession, from any property owner owning property within BELFRY ESTATES, such weeds shall be cut and/or such debris shall be removed within fifteen (15) days, failing which the property owner giving such notice may enter upon the property to cut or cause to be cut such weeds, or to remove or cause to be removed such debris, and shall have a right of action against the owner of such lot for collection of the

cost thereof. For purposes of this paragraph, grass shall be considered to be a weed once it is six (6) inches in height.

XVII. DIVISION OF LOTS

No lot in BELFRY ESTATES shall be further subdivided, partitioned or in any way developed so that more than one single-family residential use is made of any one lot.

XVIII. ENFORCEMENT

If the owner or person in possession of any lot in BELFRY ESTATES violates or threatens to violate any of the covenants or restrictions herein established, it shall be lawful for any person owning any other lot in BELFRY ESTATES to prosecute any proceedings in law or in equity against the person violating or threatening to violate any such covenants or restrictions, and to recover damages and costs, including reasonable attorney fees, for such violation.

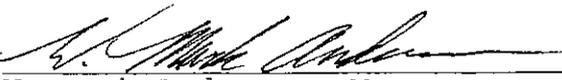
XVIX. DURATION AND AMENDMENT

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-one (21) years from the date the covenants are recorded, at which time the covenants may be extended for successive additional periods of twenty-one (21) years by filing a claim in accordance with Sections 614.24 and 614.25 of the Code of Iowa(1999), as amended. Provided however, a majority of the owners of the lots in said BELFRY ESTATES may at any time, by a written agreement filed in the Office of the Recorder of Polk County, Iowa, amend or terminate said restrictions. Any such amendment shall require the consent of Grantor so long as Grantor owns any lots within BELFRY ESTATES.

XX. SEVERABLE PROVISIONS

Each provision, section, sentence, clause, phrase, and word of these covenants is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidation shall not affect the validity of the remainder of these covenants.

MARK ANDERSON DEVELOPMENT L.L.C.

By   
W. Mark Anderson, Manager

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STATE OF IOWA, COUNTY OF POLK, ss:

On this 30<sup>th</sup> day of December, 1999, before me, a Notary Public in and for the said State, personally appeared W. Mark Anderson, to me personally known, who being by me duly sworn did say that that he is Manager of said limited liability company, that said instrument was signed on behalf of the said limited liability company by authority of its Managers and the said W. Mark Anderson acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it and by him voluntarily executed.

  
NOTARY PUBLIC IN AND FOR THE  
STATE OF IOWA



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