

DECLARATION

RESIDENTIAL COVENANTS AND CONDITIONS AND RESTRICTIONS

This DECLARATION made this 23rd day of June, A. D., 1992.

WHEREAS, Delarants are the owners of certain real property known as Cherry Glenn, located in the County of Dallas, State of Iowa, part of which is more particularly described as:

Lots 1 through 6 inclusive, Cherry Glen, Platted and recorded in Dallas County, Iowa.

WHEREAS, Declarants are desirous of protecting the value and desirability of Cherry Glen, including the real property described above.

NOW THEREFORE, Declarants hereby declare that all of the properties described above, namely consecutively numbered Lots 1 through 6, shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

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

- A. Cherry Glen shall mean and refer to the real property located in the residential subdivision described above.
- B. Delarants - shall mean and refer to the signatories hereto and its successors and assigns.
- C. Lot - shall mean and refer to any individual parcel of land which is described above, as shown upon the record plan of Cherry Glen.
- D. Building Plat - shall mean and refer to one or more platted lots, or one platted lot and portion or portions or adjacent platted lots in Charry Glen.
- E. Owner - shall mean and refer to the record owner, whether one or more persons or entitles of the fee simple title to any lot or building plot which is a part of Cherry Glen.

- F. Outbuilding - shall mean an enclosed, covered structure directly attached to the residence to which it is appurtenant.

II. DESIGNATION OF USE

All lots in Cherry Glen 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 building or structure constructed to maintained on any lot in Cherry Glen.

III. BUILDING TYPES

- A. No building or structure shall be constructed, altered or maintained on any building plot other than one detached single-family dwelling with a private garage.
- B. No structure of any kind shall be moved onto any lot in this tract.
- C. The exterior of any residence and garage located on any lot shall be finished with a material of wood, brick, stone, pulverized stone, or aluminum.
- D. No dwelling shall be erected which does not have a toilet, bath and kitchen sink connected to the sewage disposal facility available to this tract.

IV. BUILDING AREA

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

- A. One story dwellings must have a ground floor finished area of not less than 1500 square feet.
- B. One and one-half story dwellings must have 1200 square feet of finished area on the ground floor and a total on the main floor and second floor of not less than 1600 square feet.
- C. Two story dwellings must have 900 square feet of finished area on the ground floor and a total on the main floor and second floor of not less than 1800 square feet.
- D. Split entry dwellings must have not less than 1400 square feet of finished area directly under roof.
- E. No building shall be erected on any lot unless the design and location is in harmony with existing structures in the tract.

- F. In the computation of ground floor area, the same shall not include any porches, breezeways or attached or built-in garages.
- G. It is understood that all minimum floor areas shall comply with the current City of Waukee building regulations and housing code. And that as between this instrument and said building regulation and housing code the more restrictive provisions shall apply.

V. BUILDING SET BACK

No building shall be erected on any residential building plot farther than 40 feet from the front line.

VI. DRIVEWAYS

No building or structure shall be constructed, altered or maintained on any building plot unless it has a driveway from a street running to the dwelling, which must be sufficient area to park at least two cars entirely off the street. All driveways shall be constructed on concrete surfacing.

VII. 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 building plot, either temporarily or permanently. All non-motorized recreational vehicles shall not be parked nor stored in the front 40 feet of any lot unless they are housed in the garage.

VIII. LIGHTING

In the event lighting must be placed on private in lieu of common area lighting, it shall be maintained by the individual in proper operating condition at all times.

IX. SIGNS

No sign of any kind or description shall be placed, exposed to view or permitted to remain on any lot, or any street adjacent thereto, except street markers, traffic signs, and other signs displayed by the City of Waukee, or by other government units, and signs not exceeding one hundred (100) square inches in area upon which there shall be exhibited the street number or name, or both, of the resident. In the event that any sign other than those described above shall be placed or exposed to view on any of the lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon any such lot and remove such signs. Real estate signs by the builder-developer will be permitted until such development is completed. Signs, not exceeding 720 square inches in size, shall be permitted to show property for sale or rent.

X. UTILITIES

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

XI. TOWERS

No exterior towers or antennas of any kind shall be constructed, modified, or permitted on the ground of any building plot. Reasonable television or radio antennas are permitted on dwellings or garages.

XII. NUISANCES

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

XIII. LIVESTOCK AND POULTRY PROHIBITED

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot hereby restricted 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 building plot at any time. Dogs must be tied or fenced in a dog run.

XIV. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities, access for continuous police and fire protection, are reserved as shown on the recorded plat of Cherry Glen. The owner or occupant of a building plot shall, at his own expense, keep and preserve that portion of the easement within his property in good repair and condition at all times and shall neither erect nor permit erection of any building structure or fences of any kind nor permit any growth of any kind within said easement which might interfere in any way with the use and maintenance of the utility services and drainage areas.

XV. FENCES

No fences over two feet in height will be permitted within the front 40 feet of any lot.

XVII. WEED CONTROL

The owner or persons in possession of each lot, whether vacant or improved, shall keep the same free of weeds and debris and agrees that after written notice given by certified mail to such owner or persons in possession by Cherry Glen Development, or, in the event

that it is dissolved, then by the property owner owning property within 500 feet of such lot, such weeds shall be cut and such debris shall be removed within fifteen days, failing which Cherry Glen Development, or the property owner giving such notice, as the case may be, may enter upon the property to cut or cause to get cut such weeds, or to remove or cause to be removed such debris, and shall have the right to action against the owner of such lot for collection of the cost thereof.

XVIII. ENFORCEMENT

If any party shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for Cherry Glen Development, or any other owners owning building plots in Corene Acres, entitled to the protection provided here, and the City of Waukee to prosecute proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants, conditions or restrictions and to either prevent him or them from so doing or recover damages for such violations.

XIX. MODIFICATIONS OF RESTRICTIONS

The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect until July, 2008, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of five (5) years each, unless such covenants, restrictions and provisions are amended, modified or changed or cancelled, in whole or in part, by written agreement signed by the owner or owners of more than (50%) of the lots hereby restricted, and recorded in the office of the Register of DEEDS of Dallas County, Iowa, at least one (1) year prior to the original expiration date or to a subsequent expiration date, whichever is applicable.

All sales and transfers of said lots or parcels or ground during the time these covenants, restrictions remain in effect, shall be subject to said restrictions.

XX. SEVERABILITY

Invalidation of any of these covenants, conditions, or restrictions by judgment or court order shall in no way effect any of the other covenants, conditions, or restrictions contained herein which shall remain in full force and effect.

SIGNED AND DATED THIS 23RD DAY OF JUNE, 1992.

CHERRY GLEN DEVELOPMENT

BY: Mark Broderick
Mark Broderick

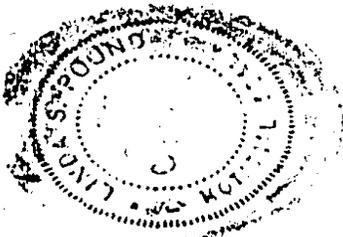
Lexa Broderick
Lexa Broderick

Gary Smith
Gary Smith

Mary Jo Smith
Mary Jo Smith

STATE OF IOWA)
COUNTY OF POLK)

On this 23rd day of June, A.D. 1992, before me this undersigned a Notary Public in and for the State of Iowa, personally appeared Mark Broderick, Lexa Broderick, Gary Smith, and Mary Jo Smith, to me personally known, who, being by me duly sworn did say on oath that they are the owners of Cherry Glen, acknowledges the execution of said instrument as the voluntary act and deed of said Cherry Glen and voluntarily executed.



Linn S. Pound
Notary Public in and for the
State of Iowa
My commission expires 11-17-94

