

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
INDIGO RIDGE PLAT 3

COMES NOW JERRY'S HOMES, INC. an Iowa Corporation ("Declarant") as developer of Indigo Ridge Plat 3, and in support of this DECLARATION, states and provides as follows:

RECITALS

WHEREAS, Declarant desires to establish and place certain covenants, conditions and restrictions and to reserve certain easements, on all lots within the following described real property :

**That part of the SW ¼ of the SE ¼ of Section 35, Township 79 North, Range 26 West of the 5<sup>th</sup> P.M., Waukee, Dallas County, Iowa, more particularly described as follows:**

**Commencing at the S ¼ corner of Section 35, Township 79 North, Range 26 West; thence N00° 02' 47" W along the west line of the SW ¼ of the SE ¼ of said Section 35 for 60.00 feet to the North right-of-way line of University Avenue and being the point-of-beginning; thence continuing N00°02'47"W along said west line for 1259.52 feet to the North line of the SW ¼ of the SE ¼; thence N 89°57'43" E along said north line for 325.05 feet; thence S00°02'47" E for 143.54 feet; thence S 89°57'43"W for 9.98 feet; thence S00°02'47"E for 1115.79 feet to the north right-of-way line of University Avenue; thence S 89°55'40"W along said north line for 315.07 feet to the point-of-beginning (the "Property").**

**This parcel contains 9.14 acres and is subject to easements of record.**

**TO BE KNOWN AS: Lots 1 through 33 inclusive, INDIGO RIDGE PLAT 3**

WHEREAS, Declarant intends the Property to be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability thereof.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, uses, limitation, easements and obligations all of which are declared to be for the purpose of protecting the value and desirability of the Property and which shall run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person (or their grantees, successors, heirs, executors, administrators, devisees and assigns) owning an interest in the Property, or the improvements and appurtenances thereto.

Section 1. Single Family Residence. All lots shall be known, described and used solely as single family residential lots as permitted by the City of Waukee ("City").

Section 2. Temporary Structures. No trailer, basement, tent, shack, mobile home, motorhome, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted at any time.

Section 3. Parking or Storing. No boat, trailer, camper, motorhome, mobile home, truck, or bus shall be parked or stored for more than one (1) week on any lot unless completely enclosed by a permanent structure permitted under the existing City code at the time of erection. No automotive vehicle not bearing current registration shall be parked at or on any lot.

Section 4. Exposed Foundations. No exposed tile foundations shall be permitted and all exposed exterior concrete wall material shall be painted or covered with brick or stone veneer.

Section 5. Screening. Any dog run, trash receptacle, tool shed or other out structure of like nature, shall be properly screened by reasonable shrubbery or decorative fence or both.

Section 6. Noxious Activities. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Animals and Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other small commonly accepted household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and are kept in strict accord with applicable leash laws.

Section 8. Mechanical Repair Work. No automotive, boat or other mechanical repair work may be performed at or on any lot and all hobby type activity of a similar nature shall be confined to the interior of buildings on the lot. No bulky or unsightly piece of machinery shall be kept on any lot at any time.

Section 9. Maintenance of Improvements. All improvements erected on said lots shall be maintained in good repair and appearance. The lots shall be kept in good appearance, free from weeds and rubbish.

Section 10. Business or Commercial Activity. No occupation, business or commercial activity shall be conducted on any lot, except as may be provided by the City's zoning ordinances. No commercial vehicles may be regularly parked at or on any lot. No sign of any kind shall be displayed on any lot except a sign advertising the specific property for sale or rent, except for signs used by the developer or builder to advertise the property during construction and sales period as specified by the City's sign permit ordinances.

Section 11. Easements. Easements for installation and maintenance of sanitary sewers, storm sewers, utilities and flowage or drainage channels, if any, are reserved as shown and/or noted on the recorded plat. Within these easements, no structure, improvements, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, operation or maintenance of said sanitary sewers, storm sewers or utilities, or which may change or alter the direction of flowage or drainage channels in the easements, or which may obstruct the easement area of each lot. All authorized improvements located within these easements shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 12. Sidewalks. Public sidewalks shall be installed on all lots prior to the issuance of a Certificate of Occupancy by the City for each dwelling unit.

Section 13. Approval of Floor Plans. All residences constructed shall have Declarant's approval of floor plans prior to construction. All residences shall have a minimum finished square footage of living space, exclusive of attached garages, breezeways, porches and finished basement areas, as follows:

- A. One-story ranch style dwellings must contain a minimum of 1100 square feet of finished ground floor area.
- B. One and one-half story dwellings must contain a minimum of 1200 square feet of finished area on the main and second level.
- C. Two-story dwellings must contain a minimum of 1400 square feet of finished area on the main and second level.
- D. Split-level and foyer dwellings must contain a minimum of 1000 square feet of finished area on the upper level directly under the roof.

Section 14. Satellite Dish. No satellite dish or parabolic device used to receive television signals from satellites shall be located upon any lot unless it meets the following requirements:

- A. It shall not be mounted on a trailer or other temporary or portable devise, but shall be permanently installed in a fashion acceptable to Declarant:
- B. It shall be located so that no part of the dish is in front of the home it services:

C. It shall not exceed two (2) feet in diameter.

Section 15. Utilities. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground.

Section 16. Sodding or Seeding. All portions of a lot (except common areas) not occupied by structures, walkways, driveways, parking or landscaping shall be sodded or seeded with grass within ninety (90) days after completion of the residence thereon unless weather conditions make this requirement impossible to satisfy, in which event, they shall be sodded or seeded within sixty (60) days after weather conditions reasonably permit compliance with this requirement.

Section 17. Enforcement of Covenants.

A. Legal Action. These Covenants shall be deemed to run with and be a burden upon the land to which they apply and all improvements thereon. The owner of any lot or portion thereof to which these Covenants apply may bring an action in any court of competent jurisdiction to enforce these Covenants and enjoin their violation, mandate their compliance or to recover damages for the breach thereof or for any other remedy or combination of remedies recognized at law or in equity.

B. Delays in Enforcement. No delay or omission on the part of any owner of land to which these Covenants apply in exercising any rights, power or remedy herein allowed shall be construed as a waiver or acquiescence therein. No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against Declarant or any officer, employee or agent of Declarant on account of any action or inaction under these Covenants.

C. Conflict with Governmental Regulations. All property subject to these Covenants shall be also subject to any and all regulations of the City and any other governmental entities having jurisdiction, including, but not limited to, zoning ordinances, subdivision ordinances, building codes or other such regulations. Whenever there is a conflict between the provisions of these Covenants and the ordinances, statutes or regulations of the City, Dallas County, State of Iowa or the United States Government, the provision which is most restrictive shall be binding.

Section 18. Term of Covenants: Severability.

A. Duration. These Covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, or the owner or owners from time to time of any lots subject to these Covenants, their respective legal representatives, heirs, successors, and assigns, until June 1, 2021, provided, however, within such period, these covenants may be amended or abrogated at any time, by a written document signed and acknowledged by the owners of 51% of the lots (including lots owned by Declarant), and recorded with the Dallas County Recorder. After June 1, 2021, said Covenants shall be automatically extended for successive periods of ten years on each tenth anniversary thereof, unless a written instrument, signed and acknowledged by not less than the owners of two-thirds (2/3rds) of the lots shall, prior to such anniversary date, be recorded with the Dallas County Recorder abrogating or modifying the same in whole or in part. Notwithstanding the foregoing, none of the rights and duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written consent.

B. Severability. In the event that any one or more of the terms or conditions of these Covenants shall be declared for any reason, by the court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining covenants, conditions, restrictions or terms not so expressly held to be void and the remaining parts of these Covenants shall remain in full force and effect.

IN WITNESS WHEREOF. Jerry's Homes, Inc. has caused this Declaration to be executed this 18 day of June, 2001.

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DECLARANT:

JERRY'S HOMES, INC.

By Gerald D. Grubb  
Gerald D. Grubb, CEO

STATE OF IOWA            )  
                                  ) ss:  
COUNTY OF POLK        )

On this 20 day of June, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gerald D. Grubb, to me personally known, who being by me duly sworn, did say that he is the CEO of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Gerald D. Grubb as such officer acknowledged the executive of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Brent Kouba  
Notary Public in and for the State of Iowa

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