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Book 2004 Page 18661
Document 18661 Type CONST Pages 9
Date 11/22/2004 Time 2:56 PM
Rec Amt \$47.00

Carol "Cindy" Hol. Recorder
Dallas County IDWA

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OWNERS' CONSENT TO PLAT

WHEREAS, the undersigned, Legacy Pointe Residential, L.L.C., is the owner of the following described real estate situated in Dallas County, Iowa, to wit:

Outlot E in Legacy Pointe at Waukee, Plat 2, an Official Plat, City of Waukee, Dallas County, Iowa.

That property can also be described as:

Subdivision of Outlot E of Legacy Pointe at Waukee – Plat 2, City of Waukee, Dallas County, Iowa. Said Subdivision of Outlot E contains 27.72 acres.

WHEREAS, Legacy Pointe Residential, L.L.C. has had said premises surveyed and divided into lots and platted as **Legacy Pointe at Waukee - Plat 3**, as shown by the Plat to which this Consent is attached; and

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WHEREAS, Legacy Pointe Residential, L.L.C. desires to record said Plat;

NOW THEREFORE, Legacy Pointe Residential, L.L.C. does hereby acknowledge that the Subdivision and Platting of the property is with its free consent and in accordance with its desires as proprietor.

All lots in said Legacy Pointe at Waukee - Plat 3, shall be subject to the following restrictive covenants, to wit:

I. DESIGNATION OF USE

All of said lots shall be single-family residential lots and shall not be improved, used, or occupied for other than private single-family residential purposes. No commercial activity shall be conducted or maintained on any lot at any time, including activities that might otherwise be permitted by applicable zoning ordinances.

II. DWELLING AREA

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

- A. One-story dwellings must have a ground floor finished area of not less than 1,000 square feet.
- B. One and one-half and two story dwellings must have not less than 600 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 1,200 square feet of finished area.
- C. Split-entry dwellings must have not less than 1000 square feet of finished area directly under the roof and a total finished area of 1000 square feet.
- D. Split-level dwellings must have not less than 1000 square feet of finished area directly under the roof and a total finished area of 1200 square feet.
- E. In computation of floor area, the same shall not include porches, breezeways, or garages.

III. DESIGN AND CONSTRUCTION

- A. No mobile home as defined in the Code of Iowa shall be placed on or erected on any of said lots.
- * B. No building shall be erected on any lot nearer to or farther from the front lot line than 20 feet, nor nearer to the rear lot line than 20 feet, nor any nearer to any side lot line than 7 feet (with a combined side lot total setback of 15 feet) unless these restrictions are waived in writing by Legacy Pointe Residential, L.L.C. This restriction shall not apply to gazebos or similar ornamental or decorative structures.
- C. No dwelling shall be constructed, altered, or maintained on any lot unless it has a driveway running from a road to the dwelling, which must be of sufficient area to park at least two cars off the road right of way. All driveways must be constructed of concrete and installed within one year of dwelling completion.
- D. No dwelling shall be constructed, altered, or maintained on any lot unless it has a sidewalk running parallel to the road across the entire width of the front yard; the location, dimensions, and specifications for the sidewalks shall be as required by the design and development standards of the City of Waukee, Iowa. All driveways must be constructed of concrete and installed within one year of dwelling completion.
- E. All dwellings must have, at a minimum, double attached garages, with a minimum size of not less than 22 feet by 22 feet.
- F. Any dog run or trash receptacle shall be properly screened by reasonable shrubbery or decorative fence or both.

- G. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction.
- H. All buildings shall be constructed of new materials.
- I. For the purpose of further insuring the development of the said lots as an area of high standards, Legacy Pointe Residential, L.L.C., or its successor reserves the power to control the buildings, structures, and other improvements placed on each lot, as well as to make such exceptions to these reservations and restrictive covenants as Legacy Pointe Residential, L.L.C. shall deem necessary, appropriate, or proper. Whether or not specifically stated in any conveyance of a lot made by Legacy Pointe Residential, L.L.C., the owner or occupant of each of said lots, by acceptance of title or by taking possession, covenants and agrees that no building, wall, other structure, fence, driveway, or road shall be placed upon said lot, nor shall the exterior appearance of any existing building, wall, other structure, fence, driveway or road be remodeled, reconstructed, or altered, nor shall a building permit therefor be sought, unless and until the complete plans and specifications therefor, including a plot plan, shall have been submitted to and approved in writing by Legacy Pointe Residential, L.L.C. or its successors; Legacy Pointe Residential, L.L.C. is authorized to disclose this requirement to the public official with responsibility for issuing building permits, and to direct said official to withhold any building permit until Legacy Pointe Residential, L.L.C. has approved the said plans and specifications. Each building, wall, other structure, fence, driveway or road shall be placed on the premises only in accordance with the approved plans and specifications. Refusal to approve plans and specifications by Legacy Pointe Residential, L.L.C. may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of Legacy Pointe Residential, L.L.C., shall seem sufficient. If Legacy Pointe Residential, L.L.C. shall fail to approve or disapprove the plans and specifications within 30 days after written request, then approval shall not be required; provided that in any event no building, wall or other structure shall be erected which violates any of the covenants contained in this instrument. If any owner or occupant violates or attempts to violate this requirement for prior written approval, Legacy Pointe Residential, L.L.C. shall have the right to immediately proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of this requirement.
- J. The exterior of any and all buildings shall be maintenance free or natural wood (brick, stucco, or steel, vinyl, cedar, or redwood siding). The quality of exterior materials must pass an inspection by Legacy Pointe Residential, L.L.C.. No hardboard siding, soffits, or fascia will be permitted.
- K. No wood foundations shall be permitted, only cement wall foundations.
- L. No outbuildings shall be erected on any lot for any purpose, provided, however, that this provision shall not preclude the erection of gazebos or similar ornamental or

decorative structures at any place on the lot (consistent with setback requirements and City Code), nor shall it preclude the erection of lawn or garden storage buildings at any place within the rear yard of said lot (defined to be that part of the lot extending across the full width of the lot and measured between the rear lot line and the residence built thereon or any projection of said residence other than steps, unenclosed balconies, or unenclosed porches); provided however that no such gazebo or similar ornamental or decorative structure nor lawn or garden storage building shall be erected on any lot until the plans and specifications therefor have been submitted to and approved in writing by Legacy Pointe Residential, L.L.C. or its successors, as to outward appearance, color, design, and location on the lot, which approval shall not be unreasonably withheld; provided, however, that if said plans and specifications are not approved or disapproved within 30 days after the same have been submitted then such approval shall be deemed to have been given;

- M. No owner shall install or maintain any exterior lighting which obtrudes on any of the other lots.

IV. TEMPORARY STRUCTURES

No buildings 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.

V. VEHICLES, RECREATIONAL VEHICLES, BOATS

No vehicle, recreational vehicle or boat shall be parked so that such vehicle, recreational vehicle, or boat is visible from the street for a period of time longer than one week; nor shall any vehicle or recreational vehicle that is incapable of self-propulsion be parked on any lot at any time.

VI. RUBBISH CONTAINERS

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

VII. UTILITIES

All utility connection facilities and services shall be under ground.

VIII. SATELLITE DISHES, TOWERS AND ANTENNAS

No extension towers or antennas of any kind, and no satellite dishes in excess of 24" shall be constructed, modified, or permitted on any lot unless specifically approved in writing in advance by Legacy Pointe Residential, L.L.C.. Satellite dishes 24" in diameter or smaller, and reasonable television or radio antennas are permitted, but must be installed by wall-mount or roof-mount on the residence.

IX. 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, to owners of other lots.

X. LIVESTOCK AND POULTRY PROHIBITED

No birds, 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 two (2) dogs be maintained on any one lot at any one time. Dogs must be tied or fenced or kept in a dog run.

XI. LANDSCAPING AND SIGHT LINES

No hedge or shrub planting which obstructs sight-lines at elevations between two (2) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner within the triangular area formed from the intersection of the street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

XII. EASEMENTS

Certain perpetual easements are reserved as shown on the recorded plat. The owner or occupant of a lot shall, at his own expense, keep and preserve that portion of the easement within his property in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.

XIII. FENCES

Except as may be required by ordinance, no fences shall be installed or maintained in any location on any lot at any time other than as specifically set forth hereinafter;

(a) Decorative or ornamental fences not in excess of 3 feet in height may be installed and maintained at any location on the said lots, provided the style and location of said fences shall have been pre-approved by Legacy Pointe Residential, L.L.C.;

(b) Privacy fences may be installed only in rear yards (defined to be that part of the lot extending across the full width of the lot and measured between the rear lot line and the residence built thereon or any projection of said residence other than steps, unenclosed

balconies, or unenclosed porches), provided that said fences do not exceed 72 inches in height, and provided further that the style and location of said fences shall have been pre-approved by Legacy Pointe Residential, L.L.C.;

(c) Chain link fences may be installed and maintained only in rear yards (defined to be that part of the lot extending across the full width of the lot and measured between the rear lot line and the residence built thereon or any projection of said residence other than steps, unenclosed balconies, or unenclosed porches), and provided that said fences do not exceed 36 inches in height;

(d) No snow fence or temporary fence of any kind shall be permitted on any lot;

XIV. WEED CONTROL

The owner of each lot, improved or unimproved, vacant or occupied, shall keep the lot or lots free of weeds, debris, garbage and other offensive or unsightly materials, and shall, except during the period of construction of any improvements, keep the lots seeded or sodded to grass, which shall be mowed and maintained.

XV. NO SUBDIVISION

No lot shall be subdivided without the prior written consent of Legacy Pointe Residential, L.L.C.

XVI. STORM WATER DETENTION FACILITY; HOMEOWNER'S ASSOCIATION

All of Lots 1 through 82 in this subdivision are served by a common storm water detention facility which has been or will be constructed on Lot A as required by the subdivision and development standards of the City of Waukee, Iowa (said storm water detention facility being hereinafter referred to as "Lot A").

The owners of each of said lots shall be entitled to use Lot A to provide storm water detention as required by the subdivision and development standards of the City of Waukee, Iowa.

Subject to the above-referenced usage, title to Lot A shall be transferred to "Legacy Pointe at Waukee - Plat 3 Property Owners' Association" by quit claim deed and assignment from Legacy Pointe Residential, L.L.C., ("Developer") or its successor in interest as developer, not later than the date when it transfers title to the fiftieth (50th) of said eighty two (82) lots.

For the purposes of repairing, maintaining, landscaping, signing, and improving Lot A, each and every owner of each of said lots, in accepting a deed or contract for any of said lots agrees to and shall be a member of and be subject to the obligations and duly enacted Bylaws and rules of Legacy Pointe at Waukee - Plat 3 Property Owners' Association, which shall be a non-profit unincorporated association.

Pursuant to its Bylaws, Legacy Pointe at Waukee - Plat 3 Property Owners' Association shall determine the nature, extent, and cost of all repairs, maintenance, improvements and services required or advisable with respect to Lot A and the storm water detention facility located thereon. Legacy Pointe at Waukee - Plat 3 Property Owners' Association shall also have the authority to landscape, to install ornamental gates or gateposts, and streetlights and lightposts, and to planting trees, shrubs, or other plantings on Lot A, and to install and pay for any utilities required to operate any such lights.

All costs and expenses incurred by Legacy Pointe at Waukee - Plat 3 Property Owners' Association in improving, maintaining, repairing, landscaping, operating and servicing Lot A, shall be assessed equally to the owners of all of said lots; provided, however, that the expenses so shared shall not include the initial costs of constructing, grading and seeding the storm water detention facility as required by the subdivision and development standards of the City of Waukee, Iowa, which shall be accomplished at the sole cost and expense of the Developer; and provided, further, that upon payment by the Developer of said initial costs of constructing, grading and seeding the storm water detention facility as required by subdivision and development standards of the City of Waukee, Iowa, there shall be no subsequent assessments against any unimproved lot or lots then owned by the Developer or its successors in interest as developer for so long as any of said lots continue to be owned by the Developer or its successors in interest as developer.

The owners of each of said lots, for themselves, their heirs, successors, and assigns covenants and agrees to pay promptly when due all amounts assessed against them by Legacy Pointe at Waukee - Plat 3 Property Owners' Association.

In the event of a lot owner's failure to pay any assessment promptly when due, the amount of the assessment shall be a lien against the lot owner's property to which the assessment applies. The assessment lien may be enforced in equity as in the case of any lien foreclosure. The assessment shall accrue to the benefit of and may be enforced by Legacy Pointe at Waukee - Plat 3 Property Owners' Association.

Copies of the Bylaws of Legacy Pointe at Waukee - Plat 3 Property Owners' Association shall be provided to all Lot owners. Whenever a vote or other action of Lot owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association.

All owners of each of said lots shall be bound by and strictly comply with the provisions of the Bylaws of the Association, and all agreements and determinations lawfully made by the Association and its officers or agents shall be binding on all such owners and other persons.

Each Owner of each of said lots agrees that the Association has and shall exercise all powers, rights and authority granted unto it by this ARTICLE XVI, including but not limited to the making of assessments chargeable to owners and the creation of a lien on lots therefore.

The members of Legacy Pointe at Waukee - Plat 3 Property Owners' Association shall consist of all of the record owners of each of the lots within Legacy Pointe at Waukee - Plat 3. Change of membership in the Association shall be established by recording in the public records of Dallas County, Iowa, a deed or other instrument establishing a record title to each of the lots within Legacy Pointe at Waukee - Plat 3. The membership of the prior owner shall be thereby terminated.

Each of the owners of all of said lots shall be entitled to cast 1 vote for each of the 82 lots.

All owners of each of said lots shall promptly discharge any lien (other than a first mortgage lien) which may hereafter be filed against his or her lot.

Legacy Pointe at Waukee - Plat 3 Property Owners' Association shall not be liable for any injury or damage to property caused by or on Lot A or by another owner or person or by any other means unless caused by the gross negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to Lot A or from any action taken to comply with any law, ordinance or orders of a governmental authority.

The Association shall maintain Lot A and shall make assessments therefor as a common expense. The Association shall repair incidental damage caused to a Lot through maintenance by the Association and shall assess the cost thereof as a common expense.

Whenever Lot A shall, in the judgment of the Association, require repairs, alterations or improvements, and the making of such repairs, alterations or improvements shall have been approved in writing by a majority of the voting interests, the Association shall proceed with such repairs, alterations or improvements and shall assess all Lot owners for the cost thereof as a common charge.

Until such time as Legacy Pointe Residential, L.L.C. or its successors in interest as developer, shall have sold fifty (50) of said eighty two (82) lots, Developer or its successor in interest as developer, shall have the sole and exclusive right and authority to enforce this covenant, and to exercise all rights and powers reserved or granted herein to themselves or to Legacy Pointe at Waukee - Plat 3 Property Owners' Association, including the right to establish the amount of any assessment under this ARTICLE II. Upon transfer of title to the fiftieth (50th) of said eight two (82) lots, Developer or its successor in interest as Developer shall grant and convey all its rights to enforce this ARTICLE II to Legacy Pointe at Waukee - Plat 3 Property Owners' Association, and Legacy Pointe at Waukee - Plat 3 Property Owners' Association shall thereupon become entitled to exercise the powers reserved or granted to it pursuant to the terms hereof and pursuant to its Articles of Incorporation and Bylaws.

XVII. ENFORCEMENT

If the owners of any lot or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person, persons, or organization owning any of the lots of said subdivision to prosecute any proceedings at law or in equity against the person or

persons violating or attempting to violate any such covenant or restriction and either to prevent the party or parties from so doing or to recover damages for such violation. The breach of any of the foregoing covenants, conditions, reservations, or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made for value as to any of said lots or portions thereof, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any mortgagee or trustee or owner whose title, or whose grantor's title, is or was acquired by foreclosure, sale, or otherwise.

XVIII. DURATION AND RENEWAL

These covenants and restrictions are to run with the land and shall be binding for twenty years from the date of this consent, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and restrictions in whole or in part. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Dated at Pella, Iowa, this 22 day of November, 2004.

Legacy Pointe Residential, L.L.C..

By: 
Jeffrey Ewing, President

STATE OF IOWA, MARION COUNTY, ss:

On this 22nd day of November, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey Ewing, to me personally known, who, being by me duly sworn, did say that he is the President of said limited liability company; that no seal has been procured by said limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its members; and that the said Jeffrey Ewing, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

Christine A. Korver
Christine A. Korver Notary Public
in and for the State of Iowa



Christine A. Korver
Commission #722659
Expires 5/28/06
Iowa Notarial Seal