

DECLARATION OF PROTECTIVE  
AND  
RESTRICTIVE COVENANTS FOR LOTS 2 THROUGH 8  
OF REPLAT OF LOTS 5 AND 7, LEONARD'S SUBDIVISION, AND  
LOTS 1 THROUGH 20 OF FINAL PLAT OF LEONARD'S SUBDIVISION, PLAT 2

TO WHOM IT MAY CONCERN:

The undersigned, as Developer and Owners of Lots 2 through 8 of Replat of Lots 5 and 7, Leonard's Subdivision and Lots 1 through 20 of Final Plat of Leonard's Subdivision, Plat 2, official plats in Dallas County, Iowa, hereby impose in the continuing use of said property the following restrictions and protective covenants for purposes of helping assure the continued value and desirability of said lots.

I. GENERAL PROVISIONS

- A. **DEFINITIONS:** For purposes of these declarations, the term "declarants" shall mean and refer to the signatories hereto and their successors or assigns, and upon sale of 75% of the lots, the Homeowner's Association. Any reference to "lot" or "lots" shall mean lots 2 through 8 of Replat of Lots 5 and 7 Leonard's Subdivision and Lots 1 through 20 of Final Plat of Leonard's Subdivision, Plat 2, official plats in Dallas County, Iowa, and said property may also be collectively referred to as "the development".
- B. Each lot shall contain only one single family dwelling and lots shall not be further subdivided. Two or more adjacent lots can be used for one dwelling. No commercial enterprises or gainful public business (unless given prior approval for same by Declarants after giving consideration to the traffic generated by such business and its impact on the development) no public nuisance, and no offensive activity shall be conducted on any lot. No trailer, basement, tent, garage, or uncompleted structure on any lot shall at any time be used as a temporary residence.
- C. Each lot is being provided with water. A Homeowners Association will be created to provide for maintenance of the road. The articles or bylaws of the Homeowners Association shall provide for assessments against lots which shall be set to provide the proper maintenance for the development. The Homeowners Association shall be controlled by the Declarants until such time as 75% of the lots are sold.
- D. Upon sale of at least 75% of the lots, all authority and controls herein granted to Declarants shall vest in the Homeowners Association, except Declarant shall have veto power over any new restriction or control imposed upon lots still owned by Declarants after control and authority transfers to the Homeowners Association.

## II. CONTROLS

Architectural and environmental controls are hereby established to protect investment values and to preserve the existing natural beauty and wildlife of the development. Until 75% of the lots are sold, these controls will be administered by the Declarants who are hereby given authority to waive, with the concurrence of the majority of owners, any part of these requirements in the best interest of the development, but such waiver of provisions shall not be unreasonably withheld or arbitrarily granted in any manner not consistent with the general purposes of these covenants.

- A. All one-story dwellings shall contain a minimum of 1,700 square feet of living space. One and one-half or two-story dwellings shall contain a minimum of 2,200 square feet of living space. In computing the minimum area, the area contained in unfinished basements, porches, garages, storage units, and breezeways are not to be considered.
- B. The exterior of the dwellings and outbuildings on any lot shall be constructed as to compliment each other with like materials of wood, brick, stone, stucco, or simulated wood siding. Roofing shall be of wood or shake shingles or decorative shingles, slate, or like material.
- C. Fencing in general is discouraged. All fencing is subject to review and approval by the Declarants.
- D. Grading and construction operations should be carefully planned in advance to provide for minimum disruption of the character of the terrain and removal of trees.
- E. Fuel storage tanks are to be placed underground or satisfactorily shielded from public view.
- F. Storage or placement of any boats, campers, recreational vehicles, snowmobiles, motor homes, commercial vehicles, or moveable or temporary structures shall be such that same is fully enclosed and not visible from the street.
- G. All setbacks shall conform to and be in accordance with the plat plan. If exceptions are to be made, they must be done by the Declarants. No fences or enclosures of any kind shall be permitted within this setback.
- H. The owner of each lot shall maintain control of noxious weeds such as Canadian Thistle, Musk Thistle, and debris on the same. Cutting or removal of living plants or trees and planting of new materials is subject to the approval of the Declarants. Dead growth may be removed so long as care is exercised to protect surrounding plant life.

- I. Each lot owner, at time of construction, shall install at least one light and light post near the junction of their driveway and street with the type, style, kind, and exact location of such light and light pole to be approved by Declarants.
- J. No outdoor radio or television antenna shall be permitted except with the prior written approval of the Declarants, and no satellite dish larger than 24" in diameter shall be permitted.

### III. LOT APPEARANCE

- A. To maintain an attractive overall appearance and preserve the natural beauty of the development, certain items must be placed out of public view such as: garbage refuse containers, clothes line, lawn and garden equipment, building materials not part of a visible construction project.
- B. Exterior air conditioning equipment, flag pole, or any other structure or equipment in public view must receive advance approval of the Declarants as to general appearance and suitability for residential purposes.
- C. No junk, rubbish, waste material, garbage, or other refuse shall be dumped or stored on any lot, except in proper waste receptacles and awaiting regularly scheduled pickup.
- D. No animals, fowl, or birds except customary household pets shall be maintained on any lot. In no event shall more than two dogs be maintained on any lot at any one time. Dog runs shall be kept within the setback lines of the lot and shall require the prior written consent of Declarants to assure same is not a detriment to appearance of the property. Dogs shall be chained or kept in a dog run if they become a nuisance or dangerous to the local residence.
- E. Repair of automobiles, motorcycles, or any other mode of transportation or recreation torn down or stored in public view shall be prohibited.
- F. No tent, trailer, camper, snowmobile, or commercial vehicle or other movable or temporary structure will be maintained on any lot within public view for more than thirty days within any calendar year.

### IV. REVIEW

- A. The Declarants must review all building plans and specifications, including site and landscaping plans, before they are submitted to Dallas County for a building permit or implemented if a building permit is not required. If the Declarants fail to approve or disapprove the plans in writing within fifteen days from date of submission, the plans shall be deemed approved.

V. DEVIATION FROM APPROVED PLANS OR FAILURE TO COMPLETE

- A. Any deviation in construction from approved plans, which in the judgment of the Declarants is of substantial detriment to the appearance of the development, shall be corrected by the lot owner so as to conform to the approved plans at the expense of the lot owner.
- B. Any building begun must be completed within one year after the start of construction.

VI. ENFORCEMENT

- A. Each owner of a lot in the development, by acceptance of a deed thereto, specifically agrees to the obligations and conditions set out in these declarations.
- B. The successors in interest of the Declarants or any lot owner, by accepting title to all or any part of the property above described, agree that the foregoing conditions and restrictions are a part of the general plan for the improvement of the property included within the tract of land above described, and that said restrictions and conditions are for the benefit of said tract and each and every lot or parcel thereof, and shall inure to and pass with said tract and each and every lot or parcel of land contained therein as the dominant tenement or tenements and this instrument hereby dedicates said property and each lot or parcel contained therein to such uses and purposes.

VII. MODIFICATION OF RESTRICTIONS

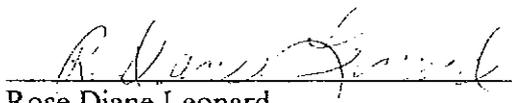
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

VIII. SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this  
15<sup>th</sup> day of August, 19 95.

  
Richard Leonard

  
Rose Diane Leonard

  
Randy Krohn

RETURN TO: .  
TODD ELVERSON  
ELVERSON & VASEY LAW FIRM  
100 COURT AVE., SUITE 405  
DES MOINES, IA 50309

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ARTICLES OF INCORPORATION

OF

SUNSET RIDGE WEST HOMEOWNERS ASSOCIATION

SAFETY HOL  
CLERK RECORDER  
DALLAS CO. IOWA

2000/100

The undersigned, acting as incorporators of a corporation pursuant to the provisions of the Iowa Nonprofit Corporation Act under Chapter 504A of the 1995 Code of Iowa, as amended, adopts the following Articles of Incorporation for such corporation.

ARTICLE I

Name and Principal Office

The corporation shall be known as **Sunset Ridge West Homeowners Association** and its principal offices shall be located in Dallas County, Iowa.

ARTICLE II

Corporate Existence

The corporate existence of this corporation shall begin upon the date these articles are filed with the Secretary of State, and the period of its duration is perpetual.

ARTICLE III

Purposes and Powers

1. The purpose and objective of the corporation is to provide an entity to conduct the business and affairs of, and to act as or for, the owners of certain lots created by the Plat of:

Lots 2 through 8 of Replat of Lots 5 and 7, Leonard's Subdivision; and

All lots in Final Plat of Leonard's Subdivision, Plat 2

on file at Dallas County Records Book 794 at page 146 and Book 794 at page 167 on the 6th day of September, 1995, and Declaration of Protective and Restrictive Covenants filed at Dallas County Book 794, page 150 and Book 794 at page 171, dated the 6th day of September, 1995.

2. The corporation shall have all powers and purposes granted or implied to a council of owners under the provisions of the Code of Iowa (1995), as amended, and as are granted or implied by the Plat and Declaration of Protective and Restrictive Covenants and all of such powers shall likewise constitute lawful purposes of the corporation.

3. The purposes of the corporation are exclusively not for private profit or gain and no part of its activities shall consist of carrying on political propaganda or otherwise attempting to

influence legislation, and the corporation shall make no distributions of income to its members, directors, or officers.

4. The corporation shall, additionally, have unlimited power to engage in, and to do any lawful act concerning any or all lawful business for which corporations may be organized under the Iowa Nonprofit Corporation Act.

#### ARTICLE IV

##### Name and Address of Registered Agent

The address of the initial registered office of the Company is 100 Court Avenue, Suite 405, Des Moines, Iowa 50309; and the name of the initial registered agent at such address is Todd A. Elverson.

#### ARTICLE V

##### Board of Directors

The number of directors constituting the initial Board of Directors of the corporation is two (2) and the name and address of each person who is to serve as an initial director is:

<u>Name</u>	<u>Address</u>
Randy Krohn	12 Sugar Creek Lane Waukee, Iowa 50263
Richard Leonard	3235 Ute Avenue Waukee, Iowa 50263

The initial Board of Directors shall serve until the organizational meeting.

#### ARTICLE VI

##### Bylaws

The initial Bylaws of the corporation shall be adopted by its members at the organizational meeting and the power to thereafter alter, amend, or repeal the same or adopt new Bylaws is reserved to the members of the corporation.

#### ARTICLE VII

##### Members and Voting

The qualifications of members, the manner of their admission, and voting by such members shall be as follows:

1. All lot owners shall be members of the corporation and other persons or entities shall not be entitled to membership.
2. Members in the corporation shall be established by legal ownership of a lot and shall only change by recording in the Public Records of Dallas County, Iowa, a deed or other instrument in establishing a change of record title to a lot, and the notification in writing to the corporation of the recording information, the new owners designated by such instrument thereby becoming a member of the corporation. The membership of the prior owner shall thereby terminate.
3. The share of a member in the funds and assets of the corporation cannot be assigned, pledged, or transferred in any manner except as an appurtenance to the individual lot.
4. The voting rights of the members shall be fixed, limited, enlarged, or denied to the extent specified in the By-Laws, providing there shall be as many votes entitled to be cast with respect to the affairs of the corporation, including amendments, dissolution, and other determinations authorized by a statute, as the By-Laws so provide, so long as percentages of ownership be the basis for the proportion of votes to which various members are entitled.

## ARTICLE VIII

### Distribution of Assets Upon Liquidation

In the event of liquidation, assets, if any remain, shall be distributed to the members in accordance to their proportionate share of ownership in the homeowner association.

## ARTICLE IX

### Conveyances

All transfers, conveyances, leases, mortgages, or assignments of real estate or of any interest therein shall be executed by any two of the following officers: President or Vice President and Secretary or Treasurer. All transfers, conveyances, leases, or encumbrances of personal property on any interest therein shall be executed by any officer of the corporation or any agent authorized by the Board of Directors. All judgments or other liens shall be satisfied, discharged, released, or assigned by any officer of the corporation.

## ARTICLE X

### Liability

Neither the members, the Board of Directors, the officers, nor their private property shall