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CITY OF WAUKEE
230 Hwy. 6
WAUKEE, IA 50263-5004

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CONSTRUCTION
475 S. 50th STREET, STE 100
WDM, IA 50265

DECLARATION OF RESIDENTIAL COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
SOUTHVIEW ESTATES,
WAUKEE, IOWA

THIS DECLARATION, made this 10 day of May , 2000.

WHEREAS, Declarant is the owner of certain real property known as SOUTHVIEW ESTATES, located in Waukee, Dallas County, Iowa, more particularly described as:

Lots 1 through 45 in SOUTHVIEW ESTATES, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

WHEREAS, Declarant is desirous of establishing covenants, restrictions, easements, conditions, uses, limitations and obligations on the above-referenced property.

NOW, THEREFORE, Declarant hereby publishes and declares that the above property shall be held, sold and conveyed subject to the following terms and conditions, all of which are for the purpose of protecting the value and desirability of the property and all of which shall run with the land and shall be a burden and a benefit to the land and all parties acquiring or owning any right, title or interest in any part of the property, their heirs, successors, assigns, grantees, executors, administrators and devisees:

1. DEFINITIONS:

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

A. SOUTHVIEW ESTATES - shall mean and refer to the real property located in the residential subdivision described above.

B. Declarant - shall mean Boardwalk Development Company, 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 recorded plat of SOUTHVIEW ESTATES.

D. Building Plot - shall mean and refer to one or more platted lots, or one platted lot and portion or portions of adjacent platted lots, in SOUTHVIEW ESTATES.

E. Owner - shall mean and refer to the record owner, whether one or more person or entities, legal or equitable title to any lot or building plot which is a part of SOUTHVIEW ESTATES.

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

BOOK 2000-6739
PAGE 5

II. DESIGNATION OF USE

All lots in SOUTHVIEW ESTATES shall be known and described as residential lots and shall not be developed with more than one single family dwelling each, which may included servants quarters, 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 or maintained on any lot in SOUTHVIEW ESTATES, except model homes during the construction period.

III. BUILDING TYPES

A. No building or structure shall be constructed, altered or maintained on any building plot other than a detached single family dwelling with a private garage, except as permitted under Section XIX herein.

B. No structure of any kind shall be moved onto any lot in this tract.

C. The exterior of any residence, garage or outbuilding located on any lot shall be finished in an earthtone conservative color design. All roof material shall be shingle that must meet or exceed 215 lb. fiberglass, asphalt, or equivalent shingles. Wood shake and wood shingle roofs are also allowed.

D. No dwelling shall be erected which does not have 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 main floor finished area of not less than 950 square feet.

B. All multi-level dwellings, including, but not limited to, split-levels, one and one-half story dwellings, two-story dwellings and dwellings having more than two stories, must have finished areas of not less than 1,300 square feet.

C. Split foyer dwellings must have a main floor finished area of not less than 1,000 square feet, and a finished lower level area of not less than 300 square feet.

In the computation of ground floor area, the same shall not include any porches, breezeways, or attached or built-in garages.

V. PROXIMITY AND ACCESS TO STREET

No dwelling or other structure shall be located closer than 30 feet to any right-of-way line.

VI. GARAGES

No less than a two-car attached or built-in basement garage will be permitted.

VII. 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 improved premises. All driveways shall be constructed of concrete.

VIII. TEMPORARY STRUCTURES 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 recreational vehicles, including boats shall be parked or stored in a garage.

IX. SWIMMING POOLS

No above-ground swimming pools shall be permitted on any lot; only in-ground swimming pools may be constructed on any lot.

X. 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 other governmental units, and except signs which have been approved by Declarant or its authorized agent not exceeding 144 square inches in area upon which there shall only 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 those lots and remove said signs. Real estate signs by the Declarant will be permitted until such development is completed. Signs not exceeding six square feet in size, to show property for sale, shall be permitted. Signs shall comply with all the sign ordinances of the City of Waukee, Iowa.

XI. TRASH RECEPTACLES

No trash receptacles or garbage cans shall be permitted to be placed outside a residence or garage except as necessary for regular collection.

BOOK 2000-6739
PAGE 7

XII. UTILITIES

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

XIII. TOWERS, ANTENNAE AND SATELLITE RECEIVERS.

A. No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any building or on any dwelling or garage. All antennae shall be concealed within the attic space of the dwelling or garage.

B. Direct broadcast signal parabolic antennae (satellite receivers) shall be no larger than eighteen (18) inches in diameter and concealed from view to the extent possible.

XIV. LANDSCAPE CONTROL AND CONSTRUCTION

A. After any construction, the entire lot must be sodded with cultured quality sod where reasonable. It is responsibility of the Declarant to make the determination of reasonable areas.

XV. NUISANCES

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

XVI. LIVESTOCK AND POULTRY PROHIBITED

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot thereby 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 two dogs or cats be maintained on any one building plot at any one time. All such pets must be kept in the residence. No outside pet facilities are allowed.

XVII. EASEMENTS

Easements for installation and maintenance of utilities, and surface water drainage facilities, are reserved as shown on the recorded plat of SOUTHVIEW ESTATES. 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 which might interfere in any way with the use and maintenance of the utility services and drainage areas located within the easements.

BOOK 2000-6739
PAGE 8

XVIII. WEED CONTROL

The owner or person in possession on each lot, whether vacant or improved, shall keep the same free of weeds and debris and keep all lawns mowed, and failing this, agree that after written notice, given by certified mail, from Declarant, or in the event that it be dissolved, then by any property owner owning property within 500 feet of such lot, those weeds shall be cut, the lawn mowed and such debris shall be removed within ten (10) days, failing which Declarant, or the property owner giving such notice, as the case may be, may enter upon the property to cut 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, which shall be a lien against such lot until paid.

XIX. ENFORCEMENT

If any party shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for any owner owning any building plot in SOUTHVIEW ESTATES entitled to the protection provided herein to prosecute proceeding in lay or in equity against the person or persons violating or attempting to violate such covenants, conditions or restrictions, and to either prevent him or them from doing so or recover damages for such violations.

XX. ACCESSORY STRUCTURES

Any trash receptacle, tool shed or other out structure of like nature shall be properly screened by privacy fence and/or shrubbery. Swimming pools, tennis courts, tool sheds or other accessory structure or improvements shall not extend farther than the front line of the residence extended to the side lot lines and shall not be located within 20 feet of any side or rear lot line, subject to the City of Waukee ordinances.

XXI. MODIFICATION OF RESTRICTIONS

The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land and shall remain full force and effect until December 2015, at which time said covenants, restrictions and provisions are amended, modified, changed or canceled, in whole or in part, by written agreement signed by the owner or owners of more than fifty (50) percent of the lots hereby restricted, and recorded in the office of the Recorder of Dallas County, Iowa, at least one (1) year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. However, Declarant has the right to amend said covenants, restrictions and provisions including square footage requirements at any time during which Declarant has an ownership interest in any lot in SOUTHVIEW ESTATES.

XXII. SURFACE WATER

The topography of SOUTHVIEW ESTATES is such that surface water may flow from certain building plots only other building plots. In regard to all matters concerning surface water, each building plot shall be subject to such easements as may exist for the flowage water under the law of the State of Iowa, as may be in effect from time to time; and all owners shall have such rights and obligations with respect thereto as may be provided by such law.

