

**DECLARATION OF RESIDENTIAL
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration is made this 19th day of April, 2001, by the Declarant, Downing Development, Ltd.

WHEREAS, Declarant is the Owner of certain real property located in the City of Waukee, the County of Dallas, in the State of Iowa, which is legally described as:

Sunrise Meadows Plat 2, an Official Plat,
now included in and forming a part of the
City of Waukee, Iowa.

WHEREAS, Declarant is desirous of protecting the value and desirability of Sunrise Meadows Plat 2.

NOW, THEREFORE, Declarant hereby declares that Sunrise Meadows Plat 2 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 Sunrise Meadows Plat 2 and which shall run with the land and shall be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

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

A. "Sunrise Meadows Plat 2" shall mean and refer to the real property located in Sunrise Meadows Plat 2, an Official Plat, now included in and forming a part of the City of Waukee, Iowa.

B. "Declarant" shall mean and refer to Downing Development, Ltd.

C. "Lot" shall mean and refer to any individual parcel of land within Sunrise Meadows Plat 2, shown on the recorded Official Plat of Sunrise Meadows Plat 2, and numbered as Lots 1 through 29 inclusive.

D. "Building Plot" shall mean and refer to a portion of one Lot, one or more Lots, or one or more Lots and the portion or portions of adjacent platted Lots in Sunrise Meadows Plat 2, used for the construction of one dwelling as herein permitted.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot.

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F. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

G. "Mobile Home" shall mean any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but shall also include any such vehicle with motive power not registered as a motor vehicle in Iowa.

II. RESIDENTIAL USE

All Lots in Sunrise Meadows Plat 2 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 dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City of Waukee.

III. BUILDING TYPES

Except as specified herein, no building or other structure shall be constructed, altered, or maintained on any Building Plot, other than a detached, single-family dwelling, except Lots 24-29 which are zoned for bi-attached single-family dwellings.

IV. BUILDING AREA

No dwelling shall be constructed or permitted to remain upon any lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following minimum square feet of living requirements:

A. One story, one and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than: Ranch 1250 square feet; 1500 square feet for 1-1/2 and 2 story

B. In computing total finished areas, only 50% of a finished area which has its floor below the exterior grade shall be included in the total finished area requirement.

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

D. All dwellings to have roof pitch of 5/12 or steeper.

E. All dwellings to have covered front porch.

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All exterior portions of new dwellings constructed on any Lot shall be finished with earthtone or pastel colored material. All exterior painted portions of dwellings which are re-painted shall be re-painted in one of said colors or another conservative and traditional residential dwelling color. All roof material shall be either wood shakes, wood or decorator shingles.

V. GARAGES AND DRIVEWAYS

All dwellings shall have a minimum of a two car attached garage. All dwellings shall have a portland cement concrete driveway not less than 16 feet in width and running from the city street to the garage.

VI. TEMPORARY AND OTHER STRUCTURES; CERTAIN USES

No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, boat, trailer, mobile home, unfinished dwelling basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling. No truck with a gross vehicle weight greater than forty-five hundred pounds and no camper, motor home, boat, trailer or mechanical equipment may be parked or maintained on any Lot (except inside a garage or totally screened and not visible from street-view) or on the public street adjacent to any Lot, other than on a temporary basis; provided that this restriction shall not apply to passenger vans or "conversation vans" or to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of twenty-eight (28) days per year. At no time may any vehicle, trailer or camper be parked or maintained in the yard of any Lot. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling.

VII. FENCES **amended; see attached*

No fences or other structures may be built or maintained within the building setback areas as shown on the recorded Official Plat of Sunrise Meadows Plat 2 and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines.

VIII. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Official Plat of Sunrise Meadows Plat 2. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement or any kind within said easement areas

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(except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easement areas. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.

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 a nuisance, either temporarily or permanently.

X. SIGNS

No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereof, except (i) street markers, traffic signs, or any signs installed by the City of Waukee, by other governmental entities or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, and (iii) a customary sign (two per building Plot) advertising a Building Plot or dwelling for sale, not exceeding 1,296 square inches. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove said signs.

XII. TRASH RECEPTACLES

No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling, garage or Outbuilding, within twelve (12) hours following said scheduled pick up of such trash.

XIII. UTILITIES

All utility connection facilities and services shall be underground.

XIV. ANTENNAS

No exterior towers or antennas of any kind shall be constructed, modified, or permitted on the ground of any Building Plat. Customary television or radio antennas not exceeding five (5) feet in height are permitted on either the dwelling or garage on a

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Building Plot. No satellite dish or similar structure larger than 18" in diameter shall be permitted to be placed on a dwelling, garage or other structure. No satellite dish or similar structure shall be permitted to be placed elsewhere on a Building Plot, unless hidden by an attractive screen of suitable height, or otherwise hidden from view from all other Lots and all streets within Sunrise Meadows Plat 2.

XIV. MAINTENANCE

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, weeds and debris and to keep the lawn and landscaping well maintained and healthy. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fence, screening and all other improvements.

XV. CERTAIN ANIMALS PROHIBITED

No 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 a total of three dogs and/or cats be kept at any one Building Plot at any one time. Dogs must be kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, must be completely screened or otherwise hidden from view from any other Lot and all streets within Sunrise Meadows Plat 2.

XVI. ACCESSORY STRUCTURES

Each Building Plot may have customary and traditional accessory structures such as a tool shed, garden house, swimming pool, tennis court and the like. Any trash receptacle, or tool shed, garden house or other Outbuilding of like nature, shall be properly screened by a privacy fence and/or shrubbery. Swimming pools, tennis courts, Outbuildings and other accessory structures and improvements shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within 20 feet of any side or rear Lot line, as established by the zoning ordinance of the City of Waukee or the recorded Official Plat of Sunrise Meadows Plat 2, whichever is the more restrictive.

XVII. SURFACE WATER

The topography of Sunrise Meadows Plat 2 is such that surface water may flow from certain Building Plots onto other Building Plots. In regard to all matters concerning surface water, each Building Plot shall be subject to and benefited by such easements as may exist for the flowage of surface 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.

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XVIII. ENFORCEMENT OF COVENANTS

This Declaration of Residential Covenants, Conditions and Restrictions shall be deemed to run with the land, and the Declarant and/or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration of Residential Covenants, Conditions and Restrictions and enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity.

XIX. AMENDMENTS OF COVENANTS

This Declaration of Residential Covenants, Conditions and Restrictions may be amended from time to time with the approval of the Owners. Said approval shall be given by the affirmative vote of not less than two-thirds of the Owners. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Provided, however, until the Declarant has sold all of the Lots, it may make reasonable amendments or modifications to this Declaration of Residential Covenants, Conditions and Restrictions without the consent of any other Owners or any party. Such amendments or modifications by the Declarant shall be effective only after all other Owners are provided with a copy of the amendment or modification and the amendment or modification has been filed with the Dallas County Recorder.

XX. PERIOD OF COVENANTS

This Declaration of Residential Covenants, Conditions and Restrictions shall continue and remain in full force and effect at all times as to Sunrise Meadows Plat 2 and to the Owners of any Lot, regardless of how title was acquired, until the 31st day of December 2025, on which date this Declaration of Residential Covenants, Conditions and Restrictions shall terminate and end and thereafter be of no further legal or equitable effect: provided, however that this Declaration of Residential Covenants, Conditions and Restrictions shall automatically be extended for two successive periods of five (5) years each, unless on or before the end of the base period, or the first extension period, the Owners of not less than fifty percent (50%) of the Lots, by written instrument duly recorded, declare a termination of same.

XXI. ENFORCEMENT AND WAIVER

A. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

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B. Sunrise Meadows Plat 2 shall also be subject to any and all rights and privileges of the City of Waukee, Iowa, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Official Plat of Sunrise Meadows Plat 2, or by this Declaration of Covenants, Conditions Restrictions or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City of Waukee, the more restrictive shall be binding.

This Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by Downing Development, Ltd., Declarant.

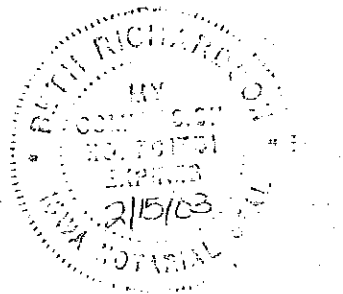
Downing Development, Ltd.

By: Jeffrey N. Downing
Jeffrey N. Downing
President

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 19th day of April, 2001, before me a Notary Public in and for Dallas County, personally appeared Jeffrey N. Downing, to be personally known, who being by me duly sworn did say that he is President of Downing Development, Ltd., that no seal has been procured by Downing Development, Ltd. and that said instrument was signed on behalf of Downing Development, Ltd. by authority of its board of directors and Jeffrey N. Downing, as President, acknowledged the execution of said instrument to be the voluntary act and deed of Downing Development, Ltd. by it and by him voluntarily executed.

Beth Richardson
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA AND COUNTY OF DALLAS



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Return to: Brenda Jackson
300 NE Cardinal Lane
Waukee, IA 50263

COPY



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Carol "Cindy" Hol, Recorder
Dallas County IOWA

Prepared by: Downing Development, Ltd., 3280 NW 81st Lane, Ankeny, IA 50021

SPACE ABOVE FOR RECORDER

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
SUNRISE MEADOWS PLAT 2

WITNESSETH:

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Sunrise Meadows Plat 2 was filed on September 9th, 2001, at Book 2001, page 11481, of the Dallas County Recorder's Office; which pertains to the following described real property:

Lots 1 - 29, Sunrise Meadows Plat 2, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

NOW, THEREFORE, the following amendment to Declaration of Covenants, Conditions, and Restrictions is approved and adopted by a minimum 2/3 majority of the property owners of the property described above:

- 1) Part VII is hereby deleted and substituted with the following:

No fences or other structures may be built or maintained within the front building setback areas as shown on the recorded Official plat of Sunrise Meadows plat 2 and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines.

See attachment "A" for 2/3 majority property owner signatures.