

DECLARATION OF RESIDENTIAL COVENANTS,
CONDITIONS AND RESTRICTIONS

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS:

BARNES REALTY, L.C., an Iowa Limited Liability Company, being the developers of the following described real estate, to-wit:

Lots 1 through 10 and 14 through 25 of, Windsor West, an Official Plat, now included in and forming a part of the City of Waukee, Dallas. County, Iowa.

do hereby establish and place residential covenants, conditions and restrictions upon said real estate, namely, consecutively numbered Lots 1 through 10 and 14 through 25 inclusive, which shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, and which are for the purpose of protecting the value and desirability of said lots, and which shall run with the real estate and be binding on all parties having any right, title, or interest in the described properties 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. "Declarants" shall mean and refer to the signatories hereto and their successors and assigns.
- B. "Lot" shall mean and refer to any individual parcel of land which is described above as shown upon the recorded plat of Windsor West.

- C. "Building Plot" shall mean and refer to one or more platted lots.
- D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or building plot of the above described real estate.
- E. "Outbuilding" shall mean an enclosed covered structure not directly attached to the residence to which it is appurtenant.
- F. "Developer" shall mean Barnes Realty, L.C., and Iowa Limited Liability Company.

II. BUILDING TYPE AND AREA.

- A. No Building or structure shall be constructed, altered, or maintained on any Lot(s) other than a single-family home or any structure allowed by the zoning ordinance. All single-family homes shall contain a minimum of 1,250 square feet of living space exclusive of attached garages, breezeways and porches.
 - 1. One-story dwellings must have a ground floor finished area of not less than 1,250 square feet.
 - 2. One and one-half story dwellings must have 800 square feet of finished area on the first floor and a total on the main floor and second floor of not less than 1,400 square feet.
 - 3. Two-story dwellings must have 800 square feet of finished area on the first floor and a total on the main floor and second floor of not less than 1,400 square feet.
 - 4. Split entry dwellings must have not less than 1,250 square feet of finished area on the upper level, but a 25% credit will be given for a finished area on the lower level which is 50% exposed over finished grade.

5. Split level dwellings must have not less than 1,250 square feet of finished area directly under roof, but a 25% credit will be given for finished area of lower level which is 50% exposed over finished grade.
- B. All structures built shall blend in with terrain rather than contrast with it. The use of natural materials is encouraged, i.e., stained wood, stone, brick and warm-toned shingles, as well as soft, earth-tone colors. All exposed concrete block or tile foundations must be painted, brick veneered or stucco veneered.
- C. All residences shall have an attached 2-car garage. All driveways shall be constructed of portland cement concrete. Each dwelling shall provide off-street parking for two cars, in addition to an attached 2-car garage.
- D. No fences may be built in front of the building setback line.
- E. 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:
- (i) It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed;
 - (ii) It shall be located so that no part of the dish is in front of the home it services;
 - (iii) It shall not exceed three (3) feet in diameter;
 - (iv) It shall be constructed of see-through mesh material, black in color, or, to the extent technically feasible, be painted to match the color of the home it serves;
 - (v) It shall be appropriately landscaped and screened with shrubs and bushes or appropriate fencing;
 - (vi) It shall not extend more than 8 feet above grade.
- F. No exterior towers or antennas of any kind shall be constructed or permitted on any building lot. Reasonable television or radio antennas are permitted on the residential dwelling or garage.

- G. No trash receptacles or garbage cans shall be permitted to be placed outside of a building or a structure on any lot unless hidden by an attractive screen or landscaping of suitable height.

III. REVIEW OF BUILDING PLANS.

No structure shall be erected until plans have been first submitted and approved for aesthetic purposes only by the Developer or its successors until the last lot has been developed. If the Developer or their successors should fail to approve or disapprove said plans in writing thirty (30) days after their submission, such plans shall be deemed to be approved.

IV. LIVESTOCK AND POULTRY PROHIBITED.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot hereby restricted, except that dogs, cats, and other common 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. Dogs shall be kept in strict accord with the applicable leash ordinances of the City of Wauke, Iowa.

Pet enclosures shall be located only in rear yards and shall be at least ten (10) feet from property lines. Said enclosures shall be fully screened with landscaping (preferably evergreens).

V. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The owner or occupant of a building plot shall, at his expense, maintain, keep and preserve that portion of the easement within his property at all times in good repair and condition and shall neither erect nor permit erection of any building or structure or any kind, nor permit any growth of any kind within said easement which might interfere in any way with the use and patrolling of any of the utility services and drainage within the easements.

VI. DRAINAGE TILE.

No construction or improvement to any Lot which damages or interferes with any drainage tile or drainage system lawfully in place on such Lot shall be permitted. However, such drainage tile and/or drainage system may be relocated at the expense of the Owner of such Lot in a manner approved in writing by the City of Waukee and the Declarant so as to permit such construction or improvement.

VII. LANDSCAPING AND CARE.

When dwellings are constructed, all residential lots are to be fully sodded and at time of sodding at least one tree of at least (1 1/2) inches in diameter will be planted. On corner lots an additional such tree will be planted on the street side yard of each corner lot.

VIII. WEED CONTROL.

The Owner and/or person in possession of each Lot, whether vacant or improved, shall keep the same free of rubbish, weeds, and debris. If a lot is vacant and unimproved, the owner and or person in possession agrees that after receipt of written notice given by certified mail by developer, or any property owner owning property within 500 feet of such lot, to cut such weeds and remove such debris within ten (10) days, the Developer, or the property owner giving such notice, as the case may be, may enter upon the property to cut or cause to be cut such weeds, or to remove or cause to be removed such rubbish and/or debris, and said Developer or property owner shall have a right of action against the Owner of such Lot for collection of the cost thereof.

IX. TEMPORARY STRUCTURES OR EQUIPMENT.

No building or structures 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.

X. RECREATIONAL EQUIPMENT.

No recreational vehicle, motor home, boat, snowmobile, motorcycle or trailer may be parked or stored upon any lot for more than thirty (30) days during any calendar year, unless the same is located within a garage.

XI. COMMERCIAL ACTIVITY PROHIBITED.

No business operated in the home nor any commercial activity shall be conducted on any lot, except as permitted by Waukee Zoning Ordinance.

XII. ENFORCEMENT OF COVENANTS.

The Covenants shall be deemed to run with the land to which they apply, and the declarant and/or the Owner of any such real estate may bring an action in any court of competent jurisdiction to enforce these Covenants and enjoin their violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity.

XIII. AMENDMENTS TO COVENANTS.

These Covenants may be amended from time to time by the approval of said amendment(s) by the Owners. Said approval shall be ratified by the affirmative vote of not less than two-thirds of the Owners of property to which these Covenants apply; but the Owner of Owners of such property shall be entitled to cast, in the aggregate, only one vote on account of each Lot owned thereby.

XIV. PERIOD OF COVENANTS.

All of the foregoing Covenants, Conditions and Restrictions shall continue and remain in full force and effect at all times as to the property hereinabove described and as to the Owners of any lot in such premises, regardless of how title was acquired, until November 1, 2015, on which date these Covenants, Conditions and Restrictions shall terminate and end and thereafter be of no further legal or equitable effect on such premises or any Owner thereof; provided, however, that these Covenants Conditions and Restrictions shall automatically be extended for two successive periods of five (5) years, if on or before the end of the base period, or the first extension period, the Owners of not less than fifty per cent (50%) of the Lots subject thereto shall, by written instrument duly recorded, declare an extension of the same.

XV. ENFORCEABILITY 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.
- B. All property subject to hereto shall also be subject to any and all rights and privileges of the City of Waukee, Iowa, and/or Dallas, Iowa, acquired or hereafter acquired by said City of County by dedication, conveyance, filing or recording of plats of covenants as authorized by law. Wherever there is a conflict as between these Covenants and/or the zoning ordinance or law of the City, County, or State, wherein the subject property is located, that which is most restrictive shall be binding.

BARNES REALTY, L.C., an Iowa Limited Liability Company, DEVELOPER

By Michael D. Barnes
Michael D. Barnes, President

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this 10th day of November, 1994, before me, a Notary Public in and for said county, personally appeared Michael D. Barnes, to me personally known, who being by me duly sworn did say that that person is President of said Barnes Realty, L.C., that no seal has been procured by the said Barnes Realty, L.C. and that said instrument was signed on behalf of the said Barnes Realty, L.C. by authority of its managers and the said President acknowledged the execution of said instrument to be the voluntary act and deed of said Barnes Realty, L.C. by it voluntarily executed.



Michelle Y. Hutchison
Notary Public