

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PARK VIEW CROSSING**

THIS DECLARATION, made on the date hereinafter set forth by Gerald D. Grubb ("Declarant") as developer of Park View Crossing, and in support of the DECLARATION, states and provides as follows:

RECITALS

WHEREAS, Declarant is the owner of certain property in the City of Waukee, Dallas County, Iowa, which is more particularly described as:

Government Lot 4 in Section 4, Township 78 North, of Range 26 West of the 5th P.M., Waukee, Dallas County, Iowa, equals 47.57 acres, according to Government Survey, EXCEPT the North 60 feet thereof

to be known as **PARK VIEW CROSSING** (the "Property"); and

WHEREAS, Declarant desires that the Property be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability thereof.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Property and be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Section 1. Single Family and Two Family Residences. All lots shall be known, described and used as single family residential lots, except that on Lots 1-7 of the Property, two-family (two attached dwelling units) shall be permitted, all as permitted by the City of Waukee ("City").

Section 2. Temporary Structures. No trailer, basement, tent, shack, mobile home, motor home, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted at any time.

Section 3. Parking or Storing. No boat, trailer, camper, motor home, mobile home, truck, or bus shall be parked or stored on any lot. No automotive vehicle not bearing current registration shall be parked at or on any lot.

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Section 4. Exposed Foundation. No exposed tile foundations shall be permitted and all exposed exterior concrete wall material shall be painted or covered with brick or stone veneer.

Section 5. Screening. Any dog run, trash receptacle, tool shed or other out structure of like nature, shall be properly screened by reasonable shrubbery or decorative fence or both.

Section 6. Noxious Activities. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Animals and Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other small commonly accepted household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and are kept in strict accord with applicable leash laws.

Section 8. Mechanical Repair Work. No automotive, boat or other mechanical repair work may be performed at or on any lot and all hobby type activity of a similar nature shall be confined to the interior of buildings on the lot. No bulky or unsightly piece or machinery shall be kept on any lot at any time.

Section 9. Maintenance of Improvements. All improvements erected on said lots shall be maintained in good repair and appearance. The lots shall be kept in good appearance, free from weeds and rubbish.

Section 10. Business or Commercial Activity. No occupation, business or commercial activity shall be conducted on any lot, except as may be provided by the City's zoning ordinances. No commercial vehicles may be regularly parked at or on any lot. No sign of any kind shall be displayed on any lot except a sign advertising the specific property for sale or rent, except for signs used by the developer or builder to advertise the property during construction and sales period as specified by the City's sign permit ordinance.

Section 11. Utility Easements. Easements for installation and maintenance of sanitary sewers, utilities and flowage or drainage channels, if any, are reserved as shown and/or noted on the recorded plat. Within these easements, no structure, improvements, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, operation or maintenance or said sanitary sewers, storm sewers or utilities, or which may change or alter the direction of flowage or drainage channels in the easements, or which may obstruct the easement area of each lot. All authorized improvements located within these easements shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 12. Easements For Encroachments. Each lot upon which a two-family residential structure is built shall be subject to the following easements:

- A. Each lot is burdened with an easement for structural support of the lot with which it shares a party wall.

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B. Each lot is burdened with an easement through the attic and basement for conduits, ducts, plumbing, wiring, pipes, and other facilities for the furnishing of utilities and services to the lot with which it shares a party wall.

C. Each lot is burdened with an easement of ingress and egress for maintenance, repair and replacement of the party wall.

Section 13. Party Walls.

A. General Rules of Law Apply. Each wall which is built as a part of the original construction of the residence upon the lot and placed on the dividing lines between the residences shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

C. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule regarding liability for negligent or willful acts or omissions.

D. Weatherproofing. Notwithstanding any other provision of this Section, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. Right of Contribution Runs With Land. The right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 14. Sidewalks. Public sidewalks shall be installed on all lots as required by the City's ordinance. A private sidewalk shall be installed on each lot within one year after Declarant conveys the applicable lot to a lot owner, the costs for which shall be borne by the lot owner.

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Section 15. Garages and Approval of Floor Plans. All single-family residences constructed shall have an attached two car garage and all two-family residences shall have an attached one car garage, and each shall have Declarant's approval of garage and floor plans prior to construction. No modular, manufactured, or prefabricated homes may be brought on to the lot. All residences shall have a minimum finished square footage of living space, exclusive of attached garages, breezeways, porches and finished basement areas as follows:

For Single Family Residential Lots: Each residence must contain the following:

- A. One-story ranch style dwellings must contain a minimum of 1100 square feet of finished ground floor area.
- B. One and one-half story dwellings must contain a minimum of 1200 square feet of finished area on the main and second floor level.
- C. Two-story dwellings must contain a minimum of 1400 square feet of finished area on the main and second floor level.
- D. Split-level and foyer dwellings must contain a minimum of 1000 square feet.

For Two-Family Residential Lots: Each residence must contain the following:

- A. One-story ranch style dwellings must contain a minimum of 900 square feet of finished ground floor area.
- B. One and one-half story dwellings must contain a minimum of 1100 square feet of finished area on the main and second floor level.
- C. Two-story dwellings must contain a minimum of 1200 square feet of finished area on the main and second floor level.
- D. Split-level and foyer dwellings must contain a minimum of 1000 square feet.

Section 16. Satellite Dish. 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:

- A. It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in a fashion acceptable to Declarant;

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- B. It shall be located so that no part of the dish is in front of the home it services;
- C. It shall not exceed two (2) feet in diameter;
- D. It shall be appropriately landscaped and screened with shrubs and bushes or appropriate fencing; and
- E. It shall not exceed more than six (6) feet above grade unless attached to residence.

Section 17. Utilities. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground.

Section 18. Sodding or Seeding. All portions of a lot (except common areas) not occupied by structures, walkways, driveways, parking or landscaping shall be sodded or seeded with grass within ninety (90) days after completion of the residence thereon unless weather conditions make this requirement impossible to satisfy, in which event, they shall be sodded or seeded within sixty (60) days after weather conditions reasonably permit compliance with this requirement.

Section 19. Enforcement of Covenants.

A. **Legal Action.** These Covenants shall be deemed to run with and be a burden upon the land to which they apply and all improvements thereon. The owner of any lot or portion thereof to which these Covenants apply may bring an action in any court of competent jurisdiction to enforce these Covenants and enjoin their violation, mandate their compliance or to recover damages for the breach thereof or for any other remedy or combination of remedies recognized at law or in equity.

B. **Delays in Enforcement.** No delay or omission on the part of any owner of land to which these Covenants apply in exercising any rights, power or remedy herein allowed shall be constructed as a waiver of acquiescence therein. No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against Declarant on account of any action or inaction under these Covenants.

C. **Conflict with Governmental Regulations.** All property subject to these Covenants shall be also subject to any and all regulations of the City and any other governmental entities having jurisdiction, including, but not limited to, zoning ordinances, subdivision ordinances, building codes or other such regulations. Whenever there is a conflict between the provisions of these

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Covenants and the ordinances, statutes or regulations of the City, Dallas County, State of Iowa or the United States Government, the provision which is most restrictive shall be binding.

Section 22. Term of Covenant: Severability.

A. Duration. These Covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, his successors and assigns, or the owner or owners from time to time of any lots subject to these Covenants, their respective legal representatives, heirs, successors, and assigns, until January 1, 2019, provided however, within such time period, these covenants may be amended or abrogated at any time, by a written document signed and acknowledged by the owners of 51% of the lots (including lots owned by Declarant), and recorded with the Dallas County Recorder. After January 1, 2019, said Covenants shall be automatically extended for successive periods of ten years on each tenth anniversary thereof, unless a written instrument, signed and acknowledged by not less than the owners of two-thirds (2/3rds) of the lots shall, prior to such anniversary date, be recorded with the Jasper County Recorder amending or abrogating the same in whole or in part. Notwithstanding the foregoing, none of the rights and duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval.

B. Severability. In the event that any one or more of the terms or conditions of these Covenants shall be declared for any reason, by the court of competent jurisdiction, to be null and void, such judgment or decree shall in any way affect, modify, change, abrogate or nullify any of the remaining covenants, conditions, restrictions or terms not so expressly held to be void and the remaining parts of these Covenants shall remain in full force and effect.

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