

Instr. Number: 2015-00004343
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Transfer Tax:
Stacie L. Herridge - Recorder
Story County, Iowa

SPACE ABOVE RESERVED FOR OFFICIAL USE

Return document to: F.J. Feilmeyer, Attorney at law, P.O. Box 664, Ames, IA 50010 – 515-232-4732 – fjf@singerlaw.com

Document prepared by: F.J. Feilmeyer, Attorney at law, P.O. Box 664, Ames, IA 50010 – 515-232-4732 – fjf@singerlaw.com

Declaration of Covenants (Amended and Restated)

THIS IS AS DECLARATION OF COVENANTS is made by the Declarant as follows:

1 **Definitions.** As used in this instrument, the following terms shall have the meanings set forth:

- 1.1 “Declarant” means R. Friedrich and Sons, Inc., an Iowa corporation, with principal offices in Story County, Iowa.
- 1.2 “Subdivision” means Indian Ridge Plat 5, Nevada, Story County, Iowa.
- 1.3 “Lots” means and includes the numbered lots, Lots 1 through 23, inclusive.
- 1.4 “Townhome Lots” means Lots 14 through 39, inclusive.
- 1.5 “Country House Lots” means Lots 1 through 13, inclusive.
- 1.6 “Common Areas” means Outlot A and Outlot B.
- 1.7 “City” means City of Nevada, Iowa.
- 1.8 “Homeowners Association” means Indian Ridge 5 Homeowners Association.
- 1.9 “Townhome Association” means Indian Ridge Townhome Association.

2 **Covenant Reservation.** Declarant and the undersigned are the owners of all of the Lots and Common Areas of the Subdivision and desire to develop the Subdivision in a planned way and to establish certain use restrictions and building specifications for the benefit of owners within the Subdivision. By the execution and recording of this instrument, Declarant and other undersigned owners hereby declare that all of the Subdivision shall be held, occupied, sold, and conveyed subject to the covenants, restrictions, and limitations contained herein. Declarant and the undersigned who are the owners of all of the Lots in the Subdivision hereby amend the original Declaration of Covenants filed on September 17, 2014, and recorded as Instrument No. 14-08327, by deleting the said Declaration of Covenants in their entirety and restating the Declaration of Covenants as provided in this instrument.

3 **Building Specifications.**

3.1 *Country House Lots.* All dwellings on Country House Lots shall contain a minimum of 1,200 square feet of living space exclusive of attached garages, breezeways, porches, and finished basement areas.

3.1.1 One story dwellings must have a minimum of 1,200 square feet of total finished area directly under the roof.

- 3.1.2 All other dwellings, whether one and one-half or two story, or split entry/level, must have a minimum of 1,400 square feet of total finished area directly under the roof.
- 3.2 *Townhome Lots.* The dwellings to be constructed or to be permitted to remain on the Townhome Lots shall meet the following requirements:
- 3.2.1 One story dwellings shall have a minimum of not less than 900 square feet of total finished area directly under the roof.
- 3.2.2 One and one-half story dwellings or split-level dwellings shall have not less than 800 square feet and a total finished area on the ground floor and the second floor of not less than 1,200 square feet.
- 3.2.3 Two story dwellings shall have a ground floor finished area of not less than 600 square feet and a total finished area on the ground floor and the second floor of not less than 1,200 square feet.
- 3.3 *Computation.* The computation of the “total finished area” shall not include porches, breezeways or garages.

4 General Use Restrictions.

- 4.1 *Residential Use.* The use of Lots shall be limited to single family residential use. Uses of land or structures customarily incidental and subordinate to the single family residential use as permitted by the City’s Zoning Ordinance are permitted or otherwise regulated by this Declaration.
- 4.2 *Utility Meters.* Utility meters shall be hidden architecturally or through the use of remote reading devices.
- 4.3 *Mailboxes.* Mailbox supports shall be constructed of black decorative metal, brick, or wood stained in colors similar to the home exterior and shall be installed in such a manner so as not to lean or tilt.
- 4.4 *Playhouses & Utility Buildings.* Playhouses, utility buildings, storage sheds or other similar structures shall be permitted; however, the exterior and the roof shall be constructed of the same material, have the same color and appearance as the dwelling on the Lot and shall be located only in rear yards. Structures shall not be placed in any easement area. Structures shall not exceed 144 square feet total floor area.
- 4.5 *Utilities.* All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground.
- 4.6 *Security Lighting.* Security lighting for driveways, parking and other areas shall be designed, located and directed in a fashion that will avoid direct lighting onto adjoining lots.
- 4.7 *Driveways & Sidewalks.* No building or structure shall be constructed, altered or maintained on any Lot unless it has a driveway from a street running to the dwelling. All driveways shall be constructed of Portland concrete or high quality concrete, brick, or stone pavers. Asphalt and gravel driveways are prohibited. At the time a building is built on a Lot, the owner of the Lot shall be responsible for construction of the public sidewalk along each street frontage as required by the City. The Declarant has no obligation to install sidewalks.
- 4.8 *Garbage Cans & Equipment; Outside Storage & Holiday Displays.* No trash receptacles, garbage cans or recycling bins shall be located on a Lot unless hidden by an attractive screen of suitable height or unless sunken to ground level in a hole lined with permanent cribbing, except that garbage cans, trash, sacks, recycling bins, yard refuse bags and other materials for collection by an authorized refuse collector may be placed at the pickup area designated by the City or its authorized refuse collection company on the day before collection and may remain until the evening of the day of the scheduled collection of the same. Items such as

compost containers, lawn or garden equipment, building materials, and other similar items shall be placed out of public view. Firewood shall not be stored on the front or side of a house. Stacked firewood in excess of four feet long by three feet high shall be adequately screened from view and must be stacked in the rear yard and be at least twenty feet from any rear or side Lot line. No material of any kind whatsoever may be stored in the front yard or side yard of a house (except that garden hoses may be stored in a side yard adjacent to an outside faucet if neatly coiled or contained on a hose reel), and no material of any kind shall be stored in a rear yard unless appropriately covered or screened from view by neighbors. No material shall be stored in any easement area. Only retractable or collapsible clotheslines are permitted. Such clotheslines shall be located in the rear yard area and not visible from the street. All clotheslines shall be retracted or collapsed when not in use. All repair of motorcycles, automobiles or other vehicles shall be done out of public view. No exterior holiday decorations shall be erected more than six weeks prior to the holiday and shall be removed within three weeks following the holiday.

- 4.9 *Tents and Trailers.* No tent, trailer, boat, camper, motor home, or truck rated larger than $\frac{3}{4}$ ton or other movable or temporary structure or enclosure shall be maintained or parked on any Lot or street within public view for more than a cumulative of thirty days in any calendar year.
- 4.10 *Temporary Structures; Mobile Homes.* There shall be no occupancy of temporary structures or partially completed structures. No home or other building shall be moved onto any Lot from outside the Subdivision. No mobile homes shall be permitted at any time.
- 4.11 *Swimming Pools.* Above ground swimming pools and hot tubs are allowed if fenced and skirted in wood.
- 4.12 *Towers & Antennas.* No extension tower or amateur or ham radio antennas of any kind shall be constructed or maintained on any Lot or on the exterior of the residence.
- 4.13 *Satellite Dishes.* Satellite dishes or parabolic devices in excess of one meter (39.37 inches) in diameter used to receive television or other signals from satellite shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation of the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.
- 4.14 *Exterior Animal Houses.* Animal runs or houses shall not be permitted unless they are located at the rear of the Lot from that portion of the house or garage which is closest to the rear Lot line. Any animal house shall have the same external appearance, color and roof material as the dwelling situated on the lot. No animal house shall exceed twenty square feet in area. No animal house shall be placed in an easement area.
- 4.15 *Noxious Activities, Livestock.* No noxious or offensive activity, noise or odors shall be permitted on or to escape from any lot, nor shall anything be maintained or done thereon which is or may become an annoyance or nuisance either temporarily or permanently. No animal, livestock, pigs or poultry of any kind shall be raised, bred or kept on a Lot except that dogs, cats and other small commonly accepted domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes or sale to the public. In no event, however, shall more than a total of two animals of any species be maintained on any lot. All animals shall be tied, kept on a leash, fenced or kept in an animal run at all times.
- 4.16 *Maintenance of Lot.* The owner or person in possession of any lot, whether vacant or improved, shall keep the Lot free of debris and shall keep the Lot mowed so that the grass or weeds do not exceed six inches in height. Each owner of a Lot agrees that after receiving written notice by certified mail, return receipt requested, or delivered in person by any Lot owner within 500 feet of such lot, such grass or weeds shall be cut and debris removed within 15 days of receipt of notice. If the grass or weeds are not mowed within fifteen days of re-

ceiving notice, Lot owners within 500 feet of the offending Lot shall have the right and easement to enter upon the premises and mow or cut the weeds or grass or remove the offending debris at the offending Lot owner's expense.

- 4.17 *Requirement & Limitations with Respect to Public Easements.* Easements for the installation and maintenance of sanitary sewers, public utilities, drainage facilities, and public sidewalks are reserved as shown on the recorded plats of the Subdivision, or any replat of any portion thereof. The owner or occupant of any Lot in the Subdivision shall, at such owner's or occupant's expense, keep and preserve that portion of such easements within such owner's or occupant's property in good condition and shall neither erect nor permit erection of any building or structure of any kind nor permit any growth of any kind within such easement area nor change the grade of any such easement area in any manner that might interfere in any way with the use, maintenance, repair, restoration or replacement of any of the utility services, drainage, or sidewalks, located in said easement area, without the prior consent of the City or the utility company or companies for whose benefit such easement runs. Any such building or structure erected, growth permitted, or change in grade made within an easement area without such consent may be removed or disregarded by the person for whose benefit such easement runs in the exercise of any rights granted by such easement without any obligation to such Lot owner or occupant to restore, repair or replace such building, structure, growth or change in grade.
- 4.18 *Signage.* Once a dwelling unit is sold and occupied as a residential dwelling unit, signage on that lot, if any, shall be limited to (i) address signage, (ii) owner identification signs, (iii) "For Sale" signs, (iv) "Garage Sale" signs, (v) special event signs (such as birthdays, graduations, or anniversaries, hereafter "Event" signs), (vi) political signs, and (vii) other signs approved in writing by Declarant. "For Sale" signs shall only be displayed while a home is for sale and must be removed the day following the closing of the sale. "Garage Sale" and "Event" signs shall only be displayed one day before the sale or event, during the sale or event and must be removed by the day following the sale or event. Political signs shall only be displayed up to two weeks prior to an election, the day of the election, and must be removed by the day following the election. Political signs not related to an election shall only be displayed for a maximum of two weeks. Other signs permitted by Declarant shall only be displayed for such time as authorized by Declarant. All such signs shall be limited to no more than a 39-inch wide by 24-inch high yard sign and shall be professionally constructed. No hand painted signs will be allowed. Except for address and owner identification signs, no signs shall be erected on any building elevation, erected so that it is visible through window or glass openings or, except for vehicles with professionally made business signage on the vehicle, attached to vehicles parked within the neighborhood.

5 Architectural Standards.

- 5.1 *Character.* The architectural character of any structure shall be in harmony with, and compatible with, those structures in previous Indian Ridge Plats and the surrounding environment.
- 5.2 *Exterior Foundations.* Exterior foundations exposed above finish grade which are not faced with brick, siding, stone or cement board shall be poured concrete and painted to match the rest of the structure. There shall be no more than 12 inches of the exposed foundation unless the exposed area is covered with brick, stone veneer or siding.
- 5.3 *Siding.* Siding material variances on the elevation for accent purposes are encouraged, but the overall character and predominant siding must be consistent on all four elevations of the structure. Siding shall not have a reveal of greater than eight inches. Exterior colors shall be earth tones or soft, muted tones. Exterior materials may be pre-finished.

- 5.4 *Roof Materials.* Roof materials shall be slate, tile, cedar shakes or composition shingles. Composite shingles shall be architectural grade, dimensional shingles. Three tab flat shingles shall not be used. Shingle colors shall be muted earth tones compatible with and complementary to the exterior materials and colors. White, white blend and solid black shingles are not acceptable.
- 5.5 *Garages.* All dwellings shall have, as a minimum, an attached two-car garage. Each residence shall provide off-street parking for at least two cars.
- 5.6 *Decks & Porches.* Decks attached to the house shall be built from materials similar to those used in the house. Natural wood decks, though appropriate for rear yard spaces, are not acceptable as front entry porches. Entry porches, if any shall be designed as integral, yet dominant features that invite entrance to the dwelling. Columns supporting porch roofs should be massive in scale (minimum 6 inches by 6 inches). Built-up box columns or tapered round columns are encouraged. Handrails shall match the architectural style of the home. All wood steps to entry porches shall have all enclosed risers.
- 5.7 *Building Elevation & Drainage Standards.* The finished grade for houses constructed on each Lot shall be established to permit positive drainage away from such house, without discharging excessive water on the adjacent properties, except where permitted by established drainage easements. The foundation for the dwelling shall comply with the "Minimum Protection Elevation" shown on the Final Plat, which is the lowest open elevation into the house or basement permitted for each Lot.
- 5.8 *Excavation.* All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete or other debris may not be placed on other land within the Subdivision.
- 6 **Townhome Lot Standards.** Townhome Lots shall be developed and maintained in accordance with the following:
- 6.1 *Architectural Standards.* In addition to the standards for all Lots, a principal structure sharing a common wall on adjacent Townhome Lots shall be constructed, maintained, and repaired with same or similar materials, colors, and architectural features throughout the exterior of the structure, including siding and roof.
- 6.2 *Maintenance & Repair.* The owners of a principal structure sharing a common wall on adjacent Townhome Lots shall keep and maintain their respective parts of the structure in good condition and restore any shared elements of the structure to substantially the same condition as existed immediately prior to any damage or destruction. In the event of any damage or destruction, the reconstruction shall be commenced within thirty days of the event requiring reconstruction and shall thereafter be diligently pursued to completion.
- 7 **Landscaping.** Initial landscape treatment shall be concentrated around the front and entrance of the house. Initial landscaping shall include the following:
- 7.1 *Landscaping Plants.* The following minimum quantities of landscape plants shall be installed and maintained by Lot owner after an occupancy permit has been issued for the Lot: one deciduous tree (1 inch caliper) or evergreen trees (minimum 6-foot height), and five deciduous/evergreen shrubs. Trees shall be a minimum distance of 6 feet from the sidewalk.
- 7.2 *Groundcover.* Within ninety (90) days after completion of the residence on any lot, the front yard, side yard and fifteen (15) feet of rear yard measured from the rear of the dwelling structure shall be fully sodded, and the remainder of the Lot must be seeded and/or sodded. If weather conditions make the time element of this requirement impossible to fulfill, Declarant shall establish a reasonable period of time for compliance, which in no event shall be longer than one (1) year from the date of delivery of deed from Declarant.

8 Fences & Hedges. No fences, walls, hedges or barriers shall be permitted upon lots or adjoin property lines except as follows:

8.1 *Height.* Walls, fences, or hedges along rear property lines and side property lines shall not exceed six feet in height.

8.2 *Appearance.* All fences shall be wood, vinyl or black vinyl clad. All wood fences shall be natural in color, stained, or painted in soft, earth tone colors so as to blend in with the terrain. All vinyl fences shall be white or soft earth tone colors. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. Chain link fence, including around a dog run, shall be permitted only if it is black vinyl clad fence. All fences shall be kept in good repair and attractive appearance.

8.3 *Location.* No fences shall be built forward of the center line of the dwelling built on a Lot unless approved by Declarant before conveyance of all Lots by Declarant or by the Homeowners Association thereafter in writing. Fences shall be placed so as to not hinder any drainage from the adjacent lots or drainage easements.

9 Requirement to Construct. The Lots are being conveyed by Declarant for the purpose of immediate construction of residences.

9.1 *Time Limit.* Construction of the principal structure, the dwelling, must be commenced by the owner of the Lot within twelve months of delivery of a deed for the Lot from Declarant. All building structures or improvements of any kind must be completed within twelve months of the commencement date of the construction.

9.2 *Conditional Reversion.* In the event construction does not commence within twelve months of delivery of a deed for the Lot from Declarant, Declarant may, at its sole option, repurchase the Lot.

9.3 *Procedure.* The reversion shall be exercised by Declarant, if at all, by giving notice of such exercise to the Lot owner, who, within thirty days of the service of the notice, shall convey to the Declarant marketable record title to the Lot, in exchange for the consideration of the original sales price payable to the record title holder and any lienholder as their interests may appear. There will be no adjustment for taxes, closing costs, or interest from the time of the original purchase of the Lot. Declarant will pay only for deed preparation, recording fees, and transfer taxes.

9.4 *Termination.* The right to repurchase shall terminate as to that Lot on the issuance of an occupancy permit by the City.

10 Membership & Voting Rights in Homeowners Association.

10.1 *Membership.* Every Owner of a Lot shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any such Lot. Ownership of a Lot shall be the sole qualification for membership.

10.2 *Voting Rights.* The voting rights of members and the reserved rights of the Declarant are specified in the Articles of Incorporation and Bylaws of the Association.

10.3 *Authority and Obligations.* The Association through its Board of Directors, shall have the right, power and authority to:

10.3.1 provide for the enforcement of this Declaration;

10.3.2 provide for the installation, operation and maintenance of project signage and entrance features, Common Areas, and landscaping;

10.3.3 make additional common improvements for the benefit of the Subdivision;

10.3.4 in its discretion, perform services on behalf of the Owners of one or more of the Lots within the Subdivision;

- 10.3.5 hire accountants, architects, contractors, lawyers, managers, employees, and such other persons as necessary or desirable to carry out its duties;
- 10.3.6 purchase such insurance as may be reasonable, including, but not limited to, general liability insurance and officers and directors coverages;
- 10.3.7 levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided; to enter into contracts as may be necessary or desirable to carry out the provisions of the Declaration;
- 10.3.8 otherwise establish such procedures and policies as may be necessary or deemed desirable to provide for the general welfare of the owners and Occupants of the Subdivision, in accordance with the spirit and letter of this Declaration, including the power to make variances in this Declaration;
- 10.3.9 do such other things as are reasonable or necessary to carry out its obligations hereunder or under any agreement with any Owner of any Lot.

11 Membership & Voting Rights in Townhome Association.

- 11.1 *Membership.* Every Owner of a Townhome Lot shall be a member of the Townhome Association (in addition to Membership in the Homeowners Association). Membership shall be appurtenant to and may not be separated from ownership of any such Lot. Ownership of a Townhome Lot shall be the sole qualification for membership.
- 11.2 *Voting Rights.* The voting rights of members and the reserved rights of the Declarant are specified in the Articles of Incorporation and Bylaws of the Association.
- 11.3 *Authority & Obligations.* The Townhome Association through its Board of Directors, shall have the right, power, and authority to:
 - 11.3.1 provide for the enforcement of this Declaration;
 - 11.3.2 provide for the installation, operation and maintenance of project signage and entrance features, and landscaping; and
 - 11.3.3 in its discretion, perform uniform services on behalf of the Owners of the Townhome Lots, including:
 - (1) providing for mowing and maintenance of landscaping on the Townhome Lots;
 - (2) providing for snow removal from paved areas on the Townhome Lots; and
 - (3) providing for common solid waste collection services;
 - 11.3.4 hire accountants, architects, contractors, lawyers, managers, employees, and such other persons as necessary or desirable to carry out its duties;
 - 11.3.5 purchase such insurance as may be reasonable, including, but not limited to, general liability insurance and officers and directors coverages;
 - 11.3.6 levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided; to enter into contracts as may be necessary or desirable to carry out the provisions of the Declaration;
 - 11.3.7 otherwise establish such procedures and policies as may be necessary or deemed desirable to provide for the general welfare of the owners and occupants of the Townhome Lots, in accordance with the spirit and letter of this Declaration, including the power to make variances in this Declaration; and
 - 11.3.8 do such other things as are reasonable or necessary to carry out its obligations hereunder or under any agreement with any Owner of any Townhome Lot.

12 Enforcement of Covenants.

- 12.1 *Legal Action.* These Covenants shall be deemed to run with and be a burden on the land to which they apply and all improvements thereon. The Owner of any Lot or portion thereof to which these Covenants and Restrictions 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.
- 12.2 *Delays in Enforcement.* No delay or omissions on the part of an owner in exercising any rights, power or remedy herein allowed shall be construed as a waiver or acquiescence therein. No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against Declarant or any officer, employee or agent thereof on account of any action or inaction under this Declaration.
- 12.3 *Conflict with Governmental Regulations.* All property subject to this Declaration shall also be subject to any and all regulations of the City of Nevada, Iowa, and any other governmental entities having jurisdiction, including, but not limited to, zoning ordinances, subdivision ordinances, building codes and other such regulations. Whenever there is a conflict between the provisions of these Covenants and the ordinances, statutes or regulations of the City, County, State, Federal or other applicable governmental entity having jurisdiction over the Subdivision, that provision which is most restrictive shall be binding.

13 Term of Covenants; Severability.

- 13.1 All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of 21 years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.
- 13.2 In case of violation of any of the covenants, any person then owning a Lot in said subdivision or the City of Ames, Iowa, is authorized to resort to an action of law or equity for relief, either by injunction or in damages, against the person so violating said covenants.
- 13.3 Invalidation of any of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions, but they shall remain in full force and effect.

IN WITNESS WHEREOF on this 19th day of May, 2015, Declarant has caused this instrument to be duly executed as follows:

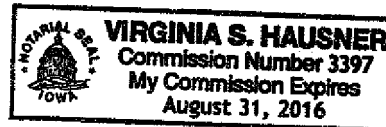
R. FRIEDRICH AND SONS, INC, Declarant

By: Kurt W. Friedrich
Kurt W. Friedrich, President

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on the 19th day of May, 2015 by Kurt W. Friedrich as president of R. Friedrich and Sons, Inc.

Virginia S. Hausner
NOTARY PUBLIC



In Witness Whereof the Owner executes this instrument on the 19th day of May, 2015.

DESTINY HOMES, L.L.C.

By: D. Sparks
SIGNATURE

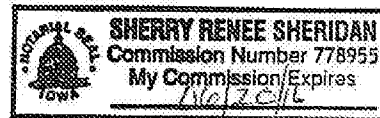
Dan Sparks
NAME PRINTED

President
TITLE OF AUTHORIZED SIGNER

STATE OF IOWA, COUNTY OF Dallas, SS.:

This instrument was acknowledged before me on the 19th day of May, 2015 by as Dan Sparks of Destiny Homes, L.L.C.

Sherry Renee Sheridan
NOTARY PUBLIC



In Witness Whereof the Owner executes this instrument on the 19th day of May, 2015.

INTEGRITY CONSTRUCTION SERVICES, L.L.C.

By: Brad Heemstra
SIGNATURE

Brad Heemstra
NAME PRINTED

Owner
TITLE OF AUTHORIZED SIGNER

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on the 19 day of May, 2015 by Brad Heemstra as Owner of Integrity Construction Services, L.L.C.

Virginia S. Hausner
NOTARY PUBLIC



In Witness Whereof the Owner executes this instrument on the 19 day of May, 2015.

William R. Ward
WILLIAM R. WARD

Gwen Ward
GWEN WARD

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on the 19 day of May, 2015 by William R. Ward and Gwen Ward.

Virginia S. Hausner
NOTARY PUBLIC

