

BUILDING RESTRICTIONS
AND
PROTECTIVE COVENANTS
FOR
COUNTRY CLUB WEST PLAT 2

KNOW ALL MEN BY THESE PRESENTS:

That Iowa Realty Co., Inc., an Iowa Corporation, (hereinafter referred to as "Grantor") as developer of COUNTRY CLUB WEST PLAT 2 in the City of Clive, Dallas County, Iowa, does hereby establish and place the following building restrictions and protective covenants and does hereby reserve certain easements, all as hereinafter specifically set forth, on the following-described real property:

All lots (Except those lots designated as Streets or Outlots) in COUNTRY CLUB WEST PLAT 2, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (hereinafter referred to as "Lot" or "Lots").

I. DESIGNATION OF USE

All Lots, except Outlots and streets, in COUNTRY CLUB WEST PLAT 2 shall be known and described as residential lots and shall not be improved, used or occupied for other than private single-family residential purposes.

II. BUILDING AREA

With the exception of Lot 18 no dwelling shall be constructed upon or permitted to remain upon any Lot in this subdivision, unless it meets the floor area requirements of the Clive Zoning Ordinance applicable to Country Club West Plat 2 on the date of the issuance of the Building Permit for the construction of said dwelling.

No dwelling shall be constructed or permitted to remain upon Lot 18 unless it meets the following floor area requirements:

- A. One-story dwellings must have a ground floor finished area of not less than 1,600 square feet.
- B. One and one-half story dwellings must have not less than 1,400 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 2,000 square feet of finished area.
- C. Two-story dwellings must have not less than 1,200 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 2,200 square feet of finished area.

D. Split-entry dwellings must have not less than 1,400 square feet of finished area directly under the roof and a total finished area of 2,000 square feet.

E. Split-level dwellings must have not less than 1,400 square feet of finished area directly under the roof and a total finished area of 2,000 square feet.

F. In the computation of floor area, the same shall not include porches, breezeways or garages.

III. DESIGN AND CONSTRUCTION

A. No mobile home or Manufactured Homes as defined in the Code of Iowa shall be placed on or erected on any Lot.

B. No building shall be erected on any Lot nearer than the building setback lines as shown on the recorded plat.

C. No building or structure shall be constructed, altered or maintained on any Lot unless it has a driveway running from a street to the dwelling, which must be of sufficient area to park at least two cars entirely off the street right of way. All driveways shall be constructed of concrete or bituminous surfacing.

D. All dwellings must have, at a minimum, double attached or double basement garages.

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

F. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction.

G. No above-ground (or non-permanent swimming pools) shall be permitted on any Lot.

IV. TEMPORARY STRUCTURES

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 lot, either temporarily or permanently.

V. RECREATIONAL VEHICLES AND BOATS

No recreational vehicle or boat shall be parked so that such vehicle or boat is visible from the street or adjacent Lots for a period of time longer than one week.

VI. RUBBISH CONTAINERS

No rubbish container shall be visible from the street except on pick-up day and one day before and one day after pick-up day.

VII. UTILITIES

All utility connection facilities and services shall be under ground. No individual water supply system or individual sewage disposal system shall be permitted on any Lot.

VIII. TOWERS AND ANTENNAS

No television, radio, microwave or other communications antenna, tower or receiver, including satellite dishes shall be allowed on any Lot or on any building constructed on a Lot, except a freestanding antenna, tower or receiver not to exceed six (6) feet in height and two feet in diameter or width, shall be allowed in the rear yard of a Lot provided the same is screened from the neighboring residences and streets by landscaping or fences or both. Grantor hereby reserves the right to amend this section at anytime it owns at least one (1) Lot.

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 nuisance, either temporarily or permanently.

X. LIVESTOCK AND POULTRY 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 two dogs be maintained on any one lot at any one time. Dogs must be tied or fenced or kept in a dog run.

XI. LANDSCAPING AND SIGHTLINES

A. Following construction of the residential dwelling on any Lot, the front yard, side yard and 35 feet of the 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.

B. No hedge or shrub planting which obstructs sight-lines at elevations between two (2) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner within the triangular area formed from the intersection of the street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

XII. EASEMENTS

Certain perpetual easements are reserved as shown on the recorded plat. The owner or occupant of a Lot shall, at their own expense, keep and preserve that

portion of the easement within their Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.

XIII. SIDEWALKS

The purchaser of a Lot shall, at the purchaser's expense, install public sidewalks in accordance with specifications of the City of Clive. The installation and construction of the sidewalks shall occur within one year following the purchase of Lot from Grantor.

XIV. FENCES AND LANDSCAPING

No fence over two (2) feet in height shall be constructed or maintained in the front yard of any Lot and, in the case of a corner Lot with two or more adjoining public streets, no fence over two (2) feet in height shall be constructed or maintained in the area between the building setback line as shown on the recorded plat and the public right of way. No chain link fence, snow fence or temporary fence of any kind shall be permitted on any Lot.

XV. WEED CONTROL

The owner or person in possession of each lot, whether vacant or improved, shall keep the same free of debris and shall keep the same mowed so that the grass and plantings do not exceed six inches in height. Each owner agrees that after written notice given by certified mail to such owner or person in possession by any property owner owning property within 500 feet of such lot, such weeds shall be cut and/or such debris shall be removed within 15 days, failing which the property owner giving such notice may enter upon the property to cut or cause to be cut such weeds, or to remove 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.

XVI. DRIVEWAY ACCESS

Lots 1, 2, 5, 6, 7 and 18 shall not have driveway access to N.W. 149th Street.

XVII. MISCELLANEOUS

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2014, prior to which time said covenants may be extended for an additional period of twenty-one (21) years by filing a claim in accordance with Sections 614.24 and 614.25 of the Code of Iowa (1993).

These restrictions shall not be applicable to property dedicated to the City of Clive, and said City may allow appropriate public use on city-owned property.

If the owner or person in possession of any lot in COUNTRY CLUB WEST PLAT 2 violates or attempts to violate any of the covenants or restrictions herein established before said restrictions or covenants expire or have been removed, as provided herein, it shall be lawful for any person or persons owning any other lots in

said plat to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any of the other provisions which shall remain in full force and effect.

Dated at West Des Moines, Iowa this 3rd day of August, 1993.

IOWA REALTY CO., INC.

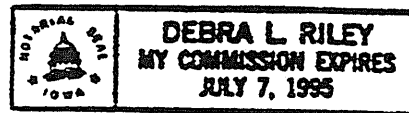
By *R. Michael Knapp*
R. Michael Knapp
President

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 3rd day of August, 1993, before me a Notary Public in and for said county, personally appeared R. Michael Knapp, to me personally known, who being by me duly sworn, did say that that person is the President of Iowa Realty Co., Inc., executing the within and foregoing instrument to which this is attached, that no seal has been procured by the said corporation; that said instrument was signed on behalf of the said corporation by authority of its Board of Directors; and that the said R. Michael Knapp, as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

Debra L. Riley
Notary Public in and for the
State of Iowa

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**SUPPLEMENTARY DECLARATION OF COVENANTS
FOR COUNTRY CLUB WEST PLAT 2**

This Supplementary Declaration is made on the date hereinafter set forth by **IOWA REALTY CO., INC.**, an Iowa corporation, with its principal office in Polk County, Iowa hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant made, executed and recorded the Declaration of Covenants for Country Club West dated January 29, 1992, recorded in Book 710, Page 843 of the Dallas County, Iowa records and Supplementary Declarations filed from time to time (hereinafter collectively referred to as "Declaration"); and

WHEREAS, Article VIII of the Declaration provides that Declarant may submit Additional Properties to the scheme in terms of the Declaration by executing one or more Supplementary Declarations; and

WHEREAS, Declarant is the Owner of certain real property situated in Dallas County, Iowa more particularly described as:

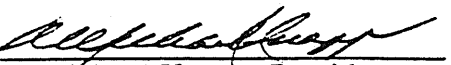
Lots 1 through 18, inclusive, in **COUNTRY CLUB WEST PLAT 2**, an Official Plat, City of Clive, Dallas County, Iowa (hereinafter referred to as "Country Club West Plat 2"); and

WHEREAS, Declarant desires to submit said Lots 1 through 18, inclusive, in Country Club West Plat 2 as Additional Properties to the terms of the Declaration.

NOW, THEREFORE, Declarant hereby declares that Country Club West Plat 2 shall be held, sold and conveyed subject to the Easements, Restrictions, Covenants and Conditions provided for in the Declaration. The submission of Country Club West Plat 2 as Additional Properties under the Declaration shall be effective upon the recording of this Supplementary Declaration in the office of the Recorder of Dallas County, Iowa. Following such effective date, the Owners of any lots in Country Club West Plat 2, their successor and assigns shall have the same rights and benefits to the Common Areas as the Owners of the Properties described in the original Declaration.

Dated this 20th day of September, 1993.

IOWA REALTY CO., INC.

By: 
R. Michael Knapp, President

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 20th day of September, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared R. Michael Knapp to me personally known, who, being by me duly sworn, did say that he is the President of Iowa Realty Co., Inc., an Iowa corporation, executing the within and foregoing instrument to which this is attached, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said R. Michael Knapp as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Debra L. Riley

Notary Public for the State of Iowa

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