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RECORDING FEE 76⁰⁰

TIMOTHY J. BRIEN
RECORDER

AUDITOR FEE _____

THIS DOCUMENT PREPARED BY AND WHEN RECORDED RETURN TO: Eugene E. Olson, 300 Bank of America Building, 317 Sixth Avenue, Des Moines, Iowa 50309-4127. Phone: 515/ 243-8157

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOT 42 IN
GREEN MEADOWS NORTH PLAT 3, JOHNSTON, POLK COUNTY, IOWA
(TOWNHOUSES)

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOT 42 IN
GREEN MEADOWS NORTH PLAT 3, JOHNSTON, POLK COUNTY, IOWA
(TOWNHOUSES)

THIS DECLARATION, made this 14th day of October, 1999, by GREEN MEADOWS, LTD., an Iowa corporation, hereinafter called "Green Meadows";

WITNESSETH:

WHEREAS, Green Meadows is the owner of certain real estate in the City of Johnston, Polk County, Iowa, described as Lot 42 in Green Meadows North Plat 3, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa ("Property"); and

WHEREAS, Green Meadows is desirous of developing the Property as a Planned Community and to establish certain Covenants, Conditions and Restrictions for the benefit of Owners within Green Meadows North Plat 3;

NOW, THEREFORE, Green Meadows by the execution and recording of this document, hereby declares that the Property shall be held, occupied, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth herein.

ARTICLE I.
General Use Restrictions and Building Specifications

Lot 42 in Green Meadows North Plat 3, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa ("Property") shall be held, maintained, occupied, sold and conveyed subject to the following Covenants, Conditions and Restrictions, as well as those Covenants, Conditions and Restrictions set forth elsewhere in this Declaration:

A. Townhouses.

The use of Lots shall be limited to single family residential use within townhouses. The term "single family" shall have the same meaning under this Declaration as contained in the City of Johnston, Iowa, Zoning Ordinance. Uses of land or structures customarily incidental and subordinate to the single family residential use as permitted by the City of Johnston ("City") zoning ordinance are permitted unless prohibited or otherwise regulated by this Declaration. Townhouses are defined as either: (i) a series of dwellings each of which is designed for or occupied by one

family only, which is erected on a separate lot and is joined to another such dwelling on one side only by a wall located on the lot line and which has yards on the remaining sides; (ii) a series of not more than three (3) dwellings each of which is designed for or occupied by one family only which are attached and in a continuous row with each dwelling designed and erected as a unit on a separate lot and separated from each other dwelling by a wall; or (iii) such other variation of subparagraphs (i) and (ii) above as may be approved by the Executive Committee described below in Article IV in its discretion and consistent with the intent of these Covenants, Conditions, and Restrictions.

B. Playhouses and Sheds.

No playhouse, utility building, tool shed, storage shed, lean-to or other similar structure shall be permitted; provided, however, that a child's playhouse may be permitted if the floor area does not exceed sixty-four (64) square feet and if the exterior and the roof are constructed of the same material and have the same color and appearance as the residential dwelling on the same Lot and if it is constructed in an attractive and workmanlike manner.

C. Garages.

No detached garages shall be permitted.

D. Fences and Hedges.

No fences, walls, hedges or barriers shall be permitted upon Lots or property lines except as follows:

- (i) Walls, fences, or hedges shall be permitted only along rear property lines and side property lines behind the front yard setback lines but they shall not exceed six (6) feet in height.
- (ii) The fence fabric, or fence screening material, shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including a chain link fence around a dog run, shall be permitted unless it is a black vinyl clad fence. All fences shall be kept in good repair and attractive appearance.

E. Site Plan.

The following improvements shall be identified on a site plan submitted to the City of Johnston for City approval:

- (i) location, size and type of trees or landscaping;
- (ii) location, size and type of mailboxes; and
- (iii) type of sodding or seeding of the property and the timing of same.

A copy of the site plan shall be submitted to the Green Meadows, Ltd. Executive Committee for comments at the time the plan is filed with the City of Johnston. Approval by the City of the site plan identifying the above improvements shall be deemed to be evidence of compliance with this Declaration as to those items.

F. Measurement of Setbacks.

The minimum setbacks as specified in this Declaration shall be measured from the Lot line from which the setback is being measured to the nearest building or structure. No buildings or structures (except for permitted fences or mailboxes) shall be constructed or maintained within the required minimum setback area. The definition of the terms "front yard", "side yard", "rear yard", "building", "structure" or other similar term relating to setbacks shall be the same as that definition contained in the City's zoning ordinance nor or in the future.

G. Utilities.

All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and maintained underground, except for that portion which utility companies customarily require to be above ground in the immediate proximity of any exterior utility meter.

H. Paving of Driveways.

All parking and driveway areas shall be hard surfaced, using a suitable thickness of Portland cement or asphaltic binder pavement.

I. Garbage Cans and Equipment.

Items such as garbage cans, clotheslines, 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 side of a house. Furthermore, any repair of motorcycles, automobiles, vehicles or boats shall be done out of public view.

J. Tents and Trailers.

No tent, trailer, boat, personal watercraft, camper, motor home, recreational vehicle or truck rated larger than three-quarter ton or other movable or temporary structure or enclosure or inoperative motor vehicle shall be maintained or parked on any Lot or street within public view for more than a cumulative of seven (7) days in any calendar year.

K. 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. No mobile homes, prefabricated homes, modular or factory manufactured homes shall be permitted at any time.

L. Architectural Character.

The architectural character of any structure shall be in harmony with, and compatible with, other structures located on the Property as well as the neighboring area and environment.

M. Exterior Foundations.

Exterior foundations exposed above finish grade which are not faced with brick or stone shall be painted to match the rest of the structure; provided, however, that in no event shall any exterior foundation be exposed more than twelve (12) inches above finish grade which is not faced with brick or stone except as otherwise approved by the Green Meadows, Ltd. Executive Committee where the topography of a Lot makes compliance with this paragraph impractical or creates an undue hardship.

N. Roof Material.

Roof materials shall be slate, tile, medium to thick butt wood shingles or high quality asphalt shingles with a weight rating of at least 250 pounds.

O. Swimming Pools.

Above-ground swimming pools or non-permanent swimming pools are prohibited, except for small wading pools for infants or toddlers.

P. Satellite Dish.

A satellite earth station antenna or parabolic device used to receive television or telecommunication signals from satellites (Satellite Dish) shall be permitted only if it meets the following requirements:

- (i) The Satellite Dish shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed;
- (ii) The Satellite Dish shall not exceed one meter in diameter or as measured diagonally;
- (iii) The Satellite Dish shall be installed and maintained in accordance with reasonable safety regulations as may be adopted from time to time by the Executive Committee described below in Article IV or the Board of Directors of the Green Meadows North Homeowners' Association. In no event, however, shall the regulation of satellite dishes conflict with The Telecommunications Act of 1996, as amended, or other applicable Federal Act as well as any Federal Rules promulgated pursuant thereto. If there is a conflict between Federal law and the terms of this subparagraph T or the terms of any regulations adopted by the Executive Committee or the Homeowners' Association, the terms of the Federal law shall control.
- (iv) It shall be located in the rear of the townhome it serves and be appropriately landscaped and screened.

Q. Dog Runs and Houses.

Dog runs shall not be permitted unless they are located at the rear of the house or garage and extend toward the rear of the Lot from that portion of the house or garage which is closest to the rear Lot line. Any dog house shall have the same external appearance, color and roof material as the home situated on the Lot, and shall be constructed and maintained in an attractive and workmanlike manner. No dog house shall exceed twenty (20) square feet in area.

R. Building Plan.

When a building plan is filed with the City of Johnston by an owner or developer of a Lot, a duplicate shall be filed at the same time with the Executive Committee for informational purposes. These plans will be handled as confidential information and shall be used for the sole purpose of monitoring compliance with these Covenants,

Conditions and Restrictions. The plans will be returned to the owner or developer within sixty (60) days.

S. Towers.

No radio or communication tower, mast or pole of any kind shall be constructed or maintained on any Lot; provided, however, that a video communication tower or mast may be constructed and maintained on a house if the tower, mast or antenna does not extend higher than twelve (12) feet above the roof line of the house. If there is a conflict between The Telecommunication Act of 1996, as amended, and the Federal Regulations promulgated pursuant thereto and the terms of this subparagraph W, the terms of the Federal law shall control.

T. Noxious Activities; Livestock.

No noxious or offensive activity, sound, vibration, 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, offensive or a nuisance either temporarily or permanently. No animals, livestock, pigs, snakes or poultry of any kind shall be raised, bred or kept on any Lot or within any house or structure on a Lot except that domestic 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 and so long as they do not present any health or safety hazard or cause any offensive activity, sound, noise or odor. In no event, however, shall more than two (2) dogs be maintained on any one Lot. Dogs shall be tied, kept on a leash, fenced or kept in a dog run at all times.

U. Maintenance of Lot.

The owner or person in possession of any Lot, whether vacant or improved, shall keep the Lot free of trash, litter and debris and shall keep the Lot attractively mowed so that the grass or weeds do not exceed six (6) inches in height. Each Owner of a Lot agrees that after he or she receives written notice given by certified mail, return receipt requested, or delivered in person by written notice, by any Lot Owner within five hundred (500) feet of any such Lot or by the Executive Committee or the Association, such grass or weeds shall be cut and trash, litter and debris removed within fifteen (15) days of receipt of the notice. If the appropriate corrective action is not taken within fifteen (15) days of receiving notice, any Lot Owner within five hundred (500) feet of the offending Lot, the Association or the Declarant shall have the right (but not the duty) and easement to enter upon the premises and mow or cut the weeds or grass or remove the offending trash, litter and debris. If the Association elects to mow or remove the trash, litter and debris from the offending Lot after giving the above-described notice, the Association shall have the right to assess the

actual cost thereof against the offending Lot in the same fashion as other assessments are imposed on Lots by the Association.

ARTICLE II.
Special Use Restrictions

In addition to the general use restrictions and building specifications set forth in Article I above, the following specific use restrictions and building specifications shall apply to Lot 42 in Green Meadows North Plat 3, Johnston, Iowa:

- (i) The front yard, side yard and rear yard setbacks shall be as prescribed by the City of Johnston, Iowa, Zoning Ordinance in effect when each townhouse is constructed.
- (ii) The townhouses shall have a minimum of 1000 square feet of finished floor area, excluding basements, garages, porches, decks, patios and breezeways. Enclosed garage parking attached to each townhouse shall be provided and shall provide parking for a minimum of two (2) automobiles.

ARTICLE III
Review and Approval of Plans

A. Plats.

- 1. Green Meadows acknowledges that it has given its pre-approval to the initial plat and subdivision of the Property. All subsequent plats, replats and subdivisions of the Property, however, must be submitted to and approved by the Executive Committee as defined below in Article IV.
- 2. There shall be no division of platted lots for building sites without Executive Committee approval.

B. Building Standards.

Good aesthetic design is a very important criterion for buildings within the Green Meadows North development. This criterion is not meant to unilaterally restrict or inhibit types of building design; however, effort shall be made to construct buildings which compliment and harmonize with other architecture in the Green Meadows North development, and with the natural environment in the area. The highest standards of architectural quality are encouraged.

C. Plans and Specifications to be Submitted for Approval.

1. Final site plan documents drawn to scale outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:
 - a) Property legal description with scale and arrow on plan showing north;
 - b) Building locations including setback dimensions;
 - c) Driveways and sidewalks;
 - d) Special features, such as fencing, lighting, underground utilities, and mechanical equipment;
 - e) Contour lines or slope of draining;
 - f) Landscaping plan, submitted prior to installation;
 - g) Size, height, type, and color of any sign; and
 - h) Parking areas, points of access as well as any easements for access and means of screening.

2. Final building plans and specifications outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:
 - a) Floor plans, exterior elevations, and sections;
 - b) Square footage of buildings;
 - c) Exterior colors and material samples for exposed exterior materials;
 - d) Perspective rendering or photo, if available;

Preapproval shall be given by the Executive Committee to any such plans meeting the standards of this Declaration if requested by any developer or owner in advance.

ARTICLE IV.
Executive Committee

A. Establishment; Function.

The Green Meadows Executive Committee (the "Executive Committee") is hereby established. The Executive Committee shall consist of the President, Vice President, Secretary and Treasurer of Green Meadows, Ltd. The functions of the Committee shall be to interpret and apply these Covenants, Conditions and Restrictions and to review building plans as described above in Article III during the time that Green Meadows North is being developed. Thereafter, the ability to enforce these Covenants, Conditions and Restrictions shall rest with the Homeowners' Association or any affected Lot owner.

B. Meetings, Quorum and Vote.

The Executive Committee shall meet at a reasonably convenient time and place within ten (10) days after receiving the request of any interested party. One-half of the members of the Committee shall constitute a quorum. A majority vote of the Executive Committee members present (assuming a quorum present) shall be sufficient for Committee action and decision.

C. Election of Replacement Committee.

If the Executive Committee should be discontinued, Green Meadows, Ltd. shall have the right to select a replacement or successor committee of not less than three (3) persons.

D. Executive Committee Procedure.

1. Design review by the Executive Committee is intended to protect and enhance the distinctive character and natural attractiveness of the Green Meadows North area. All buildings, structures or appurtenances thereto, to be erected, constructed, established, alter or enlarged within the Property must be reviewed and approved by the Executive Committee as described above in Article III.
2. The Executive Committee shall consider and approve or disapprove the materials required to be submitted pursuant to these Covenants, Conditions and Restrictions.
3. Prior to change of any building's exterior character by remodeling or alteration, the property owner, or his designated agent, shall secure the written approval of the Executive Committee.

ARTICLE V.
Enforcement of Covenants

A. Legal Action.

These Covenants, Conditions and Restrictions shall be deemed to run with the land to which they apply and all improvements thereon. The Owner of any Lot or portion thereof to which these Covenants, Conditions and Restrictions apply, Green Meadows, Ltd. or the Association may bring an action in any court of competent jurisdiction to enforce these Covenants, Conditions and Restrictions 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. Penalties.

In addition to the remedies described above in Paragraph A or elsewhere in this Declaration, the Green Meadows West Homeowners' Association is hereby authorized to levy against any Lot in violation of these Covenants an assessment penalty not to exceed \$100 for each day a violation of the Covenants continues beyond sixty (60) days after notice of a violation has been given by the Association to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing in person. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Association shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Polk County, Iowa. If the Owner has not fully complied with the Covenants within sixty (60) days of receiving notice, or sixty (60) days after second publication of notice, the Association shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Association. Any Lot Owner objecting to the notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Association Board of Directors. Assessment of the penalty shall be stayed pending a hearing and final decision by the Association Board of Directors.

C. Delays in Enforcement.

No delay or omission on the part of the Association, Green Meadows, or any Owner of land to which these Covenant, Conditions and Restrictions apply 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 Green Meadows, Ltd. or any officer, employee or agent thereof on account of any action or inaction under this Declaration.

D. Conflict with Governmental Regulations.

The Property subject to this Declaration shall also be subject to any and all applicable regulations of the City of Johnston, Iowa, and any other governmental entities having jurisdiction including, but not limited to, zoning ordinances, subdivision ordinances, life safety and building codes as well as other such regulations. Whenever there is a conflict between the provisions of these Covenants, Conditions and Restrictions and the ordinances, statutes or regulations of the City, County, State, or other applicable governmental entity having jurisdiction over the Property, that provision which is most restrictive shall be binding unless otherwise prohibited or preempted by law.

ARTICLE VI.
Term of Covenants; Severability.

A. Duration.

All of the foregoing Covenants, Conditions and Restrictions shall continue and remain in full force and effect at all times and as to the Property, regardless of how title was acquired, from the date of filing of this Declaration until the 1st day of January, 2020, unless amended by an affirmative vote of two-thirds (2/3) of the Lots within the Property, excluding Common Areas (with each Lot entitled to one (1) vote), on which date these Covenants, Conditions and Restrictions shall automatically be extended an additional ten (10) years (and extended for successive ten (10) year terms thereafter in the same fashion) unless after the 1st day of January, 2020, two-thirds (2/3) of the Lot Owners within the Property (excluding common areas) in writing consent to terminate this Declaration or any part thereof, in which event this Declaration, or part thereof, shall be null and void effective as of the date when the Consent is filed with the Recorder of Polk County, Iowa. Any Amendment or Consent shall be accompanied by an Affidavit by any officer of the Green Meadows North Homeowners' Association certifying that two-thirds (2/3) of the Lot Owners within the Property (excluding common areas) have so consented as disclosed by the records of the Association. In determining ownership for purposes of consent, the records of the Association shall be conclusive.

B. Homeowners' Association.

Termination of any or all of the Covenants, Conditions or Restrictions contained in this Declaration shall not operate in any way to terminate the Green Meadows North Homeowners' Association and said Association and all functions and duties pertaining thereto shall remain in full force and effect pursuant to the Declaration creating the Association.

C. Severability.

In the event that any one or more of the terms or conditions of this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining Covenants, Conditions or Restrictions not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.


D. Reasonable Period of Enforcement.

If any of the terms of this Declaration shall be held by a court of competent jurisdiction to be void or unenforceable by reason of the period of time herein stated for which the Declaration may be effective or amount of any penalty imposed, such terms or penalty shall be reduced to a reasonable period of time or amount which shall not violate the rule against perpetuities as set forth in the laws of the State of Iowa or other applicable law, all as determined by the court

E. Minor Amendments.

So long as Green Meadows owns any Lots within the Property, it shall have the absolute right to make minor amendments to this Declaration in order to correct any deficiencies, clarify any provision thereof or to carry out the intent of this Declaration or to address development issues not contemplated at the date hereof.

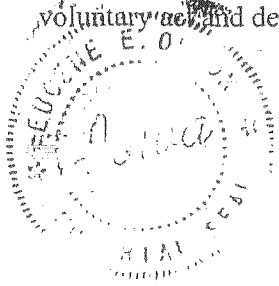
GREEN MEADOWS, LTD.

By  PRESIDENT
Mark C. Miller, President

By 
Steve Schroeder Title: V. PRES.

STATE OF IOWA)
)ss
COUNTY OF POLK)

On this 14th day of October, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark C. Miller and Steve Schroeder, to me personally known, who being by me duly sworn, did say that they are the President and V. President, respectively, of **Green Meadows, Ltd.**; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Mark C. Miller and Steve Schroeder as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.



Eugene E. Olson
Notary Public in and for the State
of Iowa