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Polk County Iowa
TIMOTHY J. BRIEN RECORDER
File# 2002-00112197

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RETURN TO:

WHEN RECORDED RETURN TO:
Dustin D. Smith
3737 Woodland Avenue, Suite 437
West Des Moines, Iowa 50266

Preparer

Information Dustin D. Smith 3737 Woodland Ave., Ste. 437 West Des Moines, IA (515) 225-3737
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE FOR RECORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOTS 1 THROUGH 23, INCLUSIVE, IN GREEN
MEADOWS NORTH PLAT 6, JOHNSTON, POLK COUNTY, IOWA
(SINGLE FAMILY)

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOTS 1 THROUGH 23, INCLUSIVE, IN
GREEN MEADOWS NORTH PLAT 6, JOHNSTON, POLK COUNTY, IOWA
(SINGLE FAMILY)**

THIS DECLARATION, made this _____ day of _____
_____, 2002, by Beaver Creek Land Company, L.C., hereinafter called "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate in the City of Johnston, Polk County, Iowa, described as Lots 1 through 23, inclusive, in Green Meadows North Plat 6, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa ("Property"); and

WHEREAS, Declarant 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 6;

NOW, THEREFORE, Declarant 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

Lots 1 through 23 inclusive, in Green Meadows North Plat 6, 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. Single Family Residence.

The use of Lots shall be limited to single family residential use. 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.

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. The structure shall be at least twenty (20) feet away from any Lot line but in no event shall it be located within any required yard setback area.

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. Trees.

A minimum of one (1) tree shall be required per one thousand three hundred (1,300) square feet of space unoccupied by structures, parking, sidewalks or driveways. At least forty percent (40%) of the trees shall have a minimum of two-inch (2") trunk diameter measured two (2) feet vertically from the ground level. This tree requirement shall be the responsibility of the initial and subsequent homeowners on Lots and shall not be the responsibility of any developer or builder within the property. Street trees are included for the purposes of computing the above minimum requirements.

F. Utility Meters.

Utility meters shall be hidden architecturally or through the use of remote reading devices.

G. Mailboxes.

All mailboxes shall be uniform; shall be rural in style; and shall be approximately nineteen inches (19") long by six and one-half inches (6 1/2") wide by eight and three-quarters inches (8 3/4") high. All mailboxes shall be mounted on a two inch (2") I.D. vertical steel pipe. The pipe base shall be imbedded in concrete with the bottom of the mailbox door placed forty-two inches (42") above the street and six inches (6") behind back of curb. A metal newspaper receptacle shall be mounted on the pipe directly under the mailbox. The mailbox, pipe and newspaper holder shall be all painted black or other equivalent as approved by the Executive Committee described below in Article IV. Identification on the mailbox shall be one and one-half inches (1 1/2") high, white Helvetica medium style vinyl numbers mounted horizontally on the lower rear corner of the mailbox only. Names plates, plaques or similar devices shall not be permitted. In the event of a conflict between the requirement in this section and the requirements of the United States Postal Service, the requirements of the United States Postal Service shall govern. This mailbox requirement shall be the responsibility of the initial and subsequent homeowners on the Lots and not the responsibility of any developer or builder.

H. 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 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 now or in the future.

I. Utilities.

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

J. Security Lighting.

Security lighting for driveways, parking and other areas shall be designed, located and directed in a fashion which will avoid direct lighting onto adjoining Lots.

K. Paving of Driveways.

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

Q. Exterior Foundations.

Exterior foundations exposed above finish grade level 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 unless topographic conditions leave no other alternative.

R. 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 230 pounds.

S. Swimming Pools.

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

T. Satellite Dish.

A satellite earth station antenna or parabolic device used to receive television or telecommunications 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 be 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) The Satellite Dish shall be located to the rear of the home it serves and be appropriately landscaped and screened but in no event shall it be located in any required yard setback area.

U. 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 houses shall exceed twenty (20) square feet in area nor be located closer than twenty (20) feet from any Lot line; provided, however, that in no event shall it be located in any required yard setback area.

V. 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 if requested by the Executive Committee. 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 if the building plan has been requested in the first instance by the Executive Committee.

W. 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 Telecommunications 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.

X. 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, snags 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.

Y. Maintenance of Lot.

After the initial sodding or seeding has been completed on any Lot as described above in paragraph L of this Article I, 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 and 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.

Z. Signs.

During the development of the Lots and building of homes thereon, Declarant, Green Meadows, Ltd. and the Green Meadows North Homeowners' Association shall not interfere with the placement of any signs advertising lots or homes for sale or the development of the Lots which are placed in the City of Johnston right-of-way; provided, however, any developer or builder shall use its best efforts to place such signs in City of Johnston right-of-way in such a manner which will not obstruct the view of motor vehicular traffic. Nothing contained in these Covenants, however, is intended to abrogate or restrict the authority of the City of Johnston to regulate signs. A developer or builder shall place any signs advertising homes or lots for sale within common areas owned by the Green Meadows North Homeowners' Association provided that permission has been given by the Association, which permission shall not be unreasonably denied, delayed or withheld. Declarant, Green Meadows, Ltd. and the Green Meadows North Homeowners' Association shall take appropriate action to foster an environment of tolerance with respect to signs placed by developers or builders while the lots are being developed, including signs in the City of Johnston right-of-way.

AA. On Street Parking.

The City of Johnston may limit the ability to park on Fullerton Court.

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 Lots 1 through 23, inclusive, in Green Meadows North Plat 6, Johnston, Iowa:

- (i) The front yard setback shall be at least thirty (30) feet.
- (ii) The side yard setbacks shall be a total of at least fifteen (15) feet with a minimum setback of seven (7) feet on any one side. On double frontage Lots, the side determined to be the side yards shall have a setback of at least twenty-six and one-quarter (26.25) feet.
- (iii) The rear yard setback shall be at least thirty-five (35) feet.
- (iv) The home shall have a minimum of thirteen hundred (1300) square feet of finished floor area, if a ranch style home, and fifteen hundred (1500) square feet for all other homes, excluding basements, garages, porches, decks, patios and breezeways. Enclosed garage parking attached to the home shall be provided and shall provide parking for a minimum of two (2) automobiles.

ARTICLE III Review and Approval of Plans

A. Plats.

- 1. All plats, replats and subdivisions of the Property must be submitted to an approved by the Executive Committee as defined below in Article IV. Subdivision improvements shall be installed by the Owner as required by the Executive Committee.
- 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. If requested by the Executive Committee, 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 installations;
 - 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. If requested by the Executive Committee, 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.

ARTICLE IV.
Executive Committee

A. Establishment; Function.

The Declarant's Executive Committee (the "Executive Committee") is hereby established. The Executive Committee shall consist of the Manager or Managers of the Declarant or the designee(s) of such Manager or Managers. 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 Property is being developed. These Covenants, Conditions and Restrictions may also be enforced by 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, regarding the property, Declarant shall designate a successor entity to carry out the duties of the Executive Committee, but only with respect to the Property described in this Declaration.

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, altered 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 Owner, or his or her 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, Declarant, Green Meadows, Ltd., or the Green Meadows North Homeowners' 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 North Homeowners' Association is hereby authorized to levy against any Lot in violation of this Declaration of Covenants, Conditions and Restrictions an assessment penalty not to exceed \$100 for each day a violation of the Declaration 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 terms of this Declaration of Covenants, Conditions and Restrictions 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, Declarant, Green Meadows, Ltd., Green Meadows, or any Owner of land to which this Declaration of 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 this Declaration of 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 or requirement which is the 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 set forth in this Declaration 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 31st day of December, 2023, 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 31st day of December, 2023, 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 Declarant 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. Amendments.

So long as Declarant owns any Lots within the Property, it shall have the absolute right to make 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.

Beaver Creek Land Company, L.C., an Iowa limited liability company

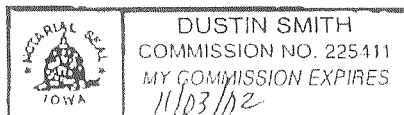
By: Oaks Development Company, an Iowa general partnership, Member

By: John C. Kline, Inc., an Iowa corporation, partner

By *[Signature]*
John C. Kline, President

STATE OF IOWA)
)SS:
COUNTY OF POLK)

On this *21st* day of *April*, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John C. Kline to me personally known who, being by me duly sworn, did say that he is the President of John C. Kline, Inc., which is a Partner of Oaks Development Company, a Member of Beaver Creek Land Company, L.C., an Iowa limited liability company, and that the instrument was signed on behalf of the limited liability company by authority of the members and that the members acknowledge the execution of this instrument to be the voluntary act and deed of the limited liability company by it and by the member voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa