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Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2018-00091349

BK 17372 PG 594-599

RETURN TO:

Prepared by/Return to: David L. Wiederstein, Otto, Lorence & Wiederstein, P.L.L.C., 520 Chestnut St., Atlantic, IA 50022 ~~515-554-1543~~

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PLEASANT CHASE  
SUBDIVISION

This Declaration is made this 16<sup>th</sup> day of May, 2019, by Pleasant Chase, L.L.C., an Iowa limited liability company (Declarant).

WITNESSETH:

WHEREAS, the Declarant is the owner of all lots in Pleasant Chase <sup>2W</sup> ~~Subdivision~~ Plot 1, an official plat in Polk County, Iowa; and

WHEREAS, the Declarant desires to establish certain minimum standards covering the Property by means of protective covenants to ensure the lasting beauty, value and enjoyment of the Property; to this end and for the benefit of the Property and the owners thereof, the Declarant desires to subject the Property to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth.

NOW, THEREFORE, the Declarant does hereby publish and declare that the Property shall be held, sold, conveyed, transferred, leased, subleased and occupied subject to the following easements, covenants, conditions and restrictions which shall run with the Property and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any portion thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I. USE RESTRICTIONS

Section 1: Single-family Residence. The use of all Lots shall be limited single-family residential use and shall be developed with not more than one single-family dwelling each, and may be developed only with such other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the Polk County Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No full-time or part-time business activity may be conducted on any Lot or in any building or structure constructed or maintained on any Lot, except to the extent of a home occupation permitted by the Polk County Zoning Ordinance, and except that home builders may maintain model homes during construction. Construction must be completed within nine (9) months from the date of the issuance of the building permit.

Section 2: Architectural Standards.

A. Character. The architectural character of any structure shall be in harmony with, and compatible with, other structures in said subdivision.

B. Exterior Foundations. Exposed foundations must be painted to blend with exterior wall finishes.

C. Siding. Siding material variations on the elevation for accent purposes are encouraged, but the overall character and predominant siding must be consistent on all elevations of the structure. Siding shall not have a reveal of greater than eight inches (8"). Exterior colors shall be earth tones, off-white or soft, muted tones. Exterior materials may be pre-finished. No vinyl or metal siding without prior written consent of the Declarant, its successors or assigns.

D. Roof Materials. The roof of each residence shall have a minimum of a nominal 6/12 pitch with a minimum overhang of ten inches (10"). Roof material shall be slate, tile, cedar shakes or composition shingles. Composition shingles shall be architectural grade, minimum twenty-five (25) year warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors. White and white blend roof shingles are not acceptable. All flashing and vents shall closely match or blend with the surrounding roof area. All vents and other roof penetrations should be located on the rear elevation wherever possible. Gutters should be part of the fascia detailing. Gutters and downspouts shall closely match the colors of the surfaces to which they are attached.

E. Garages, Utility Buildings, Playhouses and Driveways. All residences shall include an attached two (2) stall car garage. Detached garages or Utility Buildings shall be at least a two (2) stall. maximum size shall be 30' x 50' and will have siding style, siding color, roofing and paint to match residence Roof pitch and overhangs must match the residence. All driveways must accommodate two (2) cars off-street and must be constructed of concrete. All other property access driveways must be constructed of concrete. Garages must follow all Local and State building codes and guidelines. Notwithstanding anything herein to the contrary, the Declarant may approve a larger garage size than indicated with alternate material in this section upon the submission of plans for such garage. Any such approval shall be in writing by the Declarant.

No such structures shall be located within twenty feet (20') of any rear or side lot line of such Lot, and the sidewall height of any such structure shall not exceed the height of the highest point on the house located on the Lot. No such structures shall be built unless and until a house is fully constructed on the Lot. Said structures are prohibited from being placed or constructed adjacent to 108<sup>th</sup> St. in said subdivision. All such structures must have poured concrete footing foundation, must have concrete floors and electrical service, and must be fully enclosed unless permitted by declarant or successors.

F. Minimum House Sizes. All single-family homes shall contain a minimum square footage of living space exclusive of attached garages, breezeways, porches and finished basement areas as follows:

1. One-story dwellings must have a minimum of one thousand, six hundred and fifty (1,650) square feet of finished area directly under the roof (excluding basement and below grade finish).

2. One and one-half story dwellings must have a finished floor area of at least one thousand, seven hundred (1,700) square feet (excluding basement and below grade finish).

3. Two-story dwellings must have a finished floor area of at least two thousand(2,00) square feet (excluding basement and below grade finish).

4. All split level, raised ranch or split foyer dwellings must have a minimum of One thousand, six hundred fifty(1,650) square feet of finished area directly under the roof (excluding basement and below grade finish).

5. Pole barn style homes shall be permitted at the sole discretion and approval of the declarant or successors.

G. Decks and Porches. Decks attached to the house should be built from materials similar to those used on the house. Unpainted natural wood decks, though appropriate for rear yard spaces, are not acceptable as front entry porches. Entry porches should be designed as integral, yet dominant features that invite entrance to the dwelling. Columns supporting porch roofs should be massive in scale (minimum six inches by six inches (6" x 6")). Built up box columns or tapered round columns are encouraged. Handrails shall match the architectural style of the home. No wood steps to front entry porches are permitted.

H. **Building Elevation and Drainage Standards.** The finished grades for houses constructed on each Lot shall be established to permit positive drainage away from such house.

I. **Development Approval of Declarant.** Owners, builders or developers of lots must secure Declarant's written approval of items A through H, of this section, prior to start of construction on any lot. This review obligation shall transfer to the Pleasant Chase Subdivision Owner's Association at the time of the transfer of the last of Declarant's interest in any lot within said subdivision.

**Section 3: Landscaping.** All grass and landscaping shall be completed as soon as possible upon issuance of a certificate of occupancy and thereafter maintained, but in no event shall this be more than nine (9) months from the date of the issuance of the building permit. Lots may be seeded.

**Section 4: Fences and Hedges.** No fences, walls, hedges or barriers shall be permitted upon Lots or adjoining property lines except as follows:

A. Walls, fences or hedges along rear property lines and side property lines shall not exceed six feet (6') in height.

B. All fences shall be constructed of black aluminum or black iron in a high-quality manner. No chain link fence of any type, including a chain link fence around a dog run, shall be permitted. All fences shall be kept in good repair and attractive appearance.

C. No fences shall be built forward of the centerline of any house built on a Lot. No Fences are permitted within the front yard setback along any street.

D. Notwithstanding anything in this Declaration to the contrary, no lot owner shall have the right to erect a fence within or across any easement area shown upon the Final Plat of said subdivision without prior consent of Polk County or the utility company or companies for whose benefit such easement runs. Any fence erected within or across an easement area without such consent may be taken down 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 to restore or repair such fence.

**Section 5: Utility Meters.** Utility meters shall be hidden architecturally or through the use of remote reading devices.

**Section 6: Mailboxes.** The owners of each Lot shall erect individual mailboxes in the public right-of-way adjacent to their property (or across the street from the Lot on the side of the street on which mail delivery is made) such that the front of the mailbox is at least six inches (6") back of the curb. The mailbox supports for such individual mailboxes shall be constructed of black decorative metal, brick or wood stained in the colors similar to the home exterior and shall be installed in such a manner so as not to lean or tilt. If the United States Postal Service will not allow individual mailboxes, then the mailboxes shall be cluster style.

**Section 7: Utilities.** All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground.

**Section 8: 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.

**Section 9: Garbage Cans and Equipment.** No trash receptacles, garbage cans or recycling bins shall be located upon 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 County 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, 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. Stacked firewood in excess of 4' long by 3' high shall be adequately screened from view and must be stacked in the rear yard and be at least twenty feet (20') from any rear or side yard Lot line. 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.

Section 10: Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any lot. However, the Owner of any Lot may work on any vehicle owned by said Owner inside the garage out of public view.

Section 11: Parking and Storage. No vehicle shall be permitted to be parked anywhere on a Lot other than in the garage or driveway. No recreational vehicle, camper, motor home, boat, snowmobile, motorcycle or trailer shall be parked upon any Lot so that such item is visible from the street or adjacent Lots for more than one week during any calendar year.

Section 12: Temporary Structures/Mobile Homes. No building or structure of 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. No home or other building shall be moved onto any Lot from outside the development. All homes constructed in this development shall be constructed on site and no manufactured or modular housing or mobile homes shall be permitted at anytime.

Section 13: Swimming Pools/Hot Tubs. Below ground swimming pools and hot tubs are allowed, subject to the area being fenced according to the fencing requirements in Section 4, and any hot tubs being skirted in wood. No above-ground swimming pools shall be permitted on any Lot.

Section 14: Satellite Dish. Satellite dishes or parabolic devices in excess of twenty inches (20") in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevations only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a sideelevation.

Section 15: Exterior Animal Houses/Invisible fences. Animal 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 animal house shall have the same external appearance, color and roof materials as the home situated on the Lot. No animal house shall exceed twenty (20) square feet in area. No animal house, underground electrical fence or animal run shall be located within twenty feet (20') of any Lot line.

Section 16: Towers and Antennas. No extension tower or antennas of any kind shall be constructed or maintained on any Lot or on the exterior of the residence.

Section 17: 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. All animals shall be tied, kept on a leash, fenced, confined by an underground electrical fence or kept in an animal run at all times.

Section 18: Maintenance of Lots & Improvements. The owner or person in possession of any Lot, whether vacant or improved, shall keep or cause to be kept all buildings, fences and other structures and all landscaping located on their property in good repair and keep the Lot free of debris. The Lot shall be mowed so that the grass or weeds do not exceed six inches (6") in height.

Section 19: Construction Clean Up and Maintenance. Lot Owners and their contractors are reminded that construction sites are to be kept clean. Weekly cleanup of trash and debris is required. The street is also to be kept free of debris and mud. The installation by the Lot Owner of silt fences or equivalent erosion control is required on the downhill property line(s). The Lot Owners are responsible for their contractors and subcontractors. If a site is found to be in an unacceptable condition, the Lot Owner will be notified by phone and/or letter of violations. Lot

Owners will have three (3) days to respond before the work is performed by others and the cost thereof assessed to the Lot Owner. Such cost shall be immediately due upon demand, and shall bear interest at the rate of twelve percent (12%) per annum until paid in full. Such cost, and the accrued unpaid interest thereon, shall become a lien upon said Lot upon the filing of an affidavit in the office of the Recorder for Polk County, Iowa, setting forth the notice, the failure of the Lot Owner to cure such default, the work performed by or on behalf of the person other than the Lot Owner and the cost thereof.

Section 20: Damage or Destruction of Improvements. In the event any Residence or other structure constructed on a Lot is damaged, either in whole or in part, by fire or other casualty, said Residence or other structure shall be rebuilt or remodeled within ninety (90) days from date of damage or destruction to comply with this Declaration; or in the alternative, if the Residence or other structure is not to be rebuilt, all remaining portions of the damaged structure, including the foundation and all debris, shall be removed from the Lot within thirty (30) days of damage or destruction and the Lot shall be restored to its natural condition existing prior to the construction of the Residence or other structure.

Section 21: Easements.

A. Easements Shown on Plat. Certain perpetual easements are reserved as shown on the recorded plat. Other than with respect to the drainage/detention ponds, the Owners or occupants 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 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, street trees or landscaping located in said easement area, without prior consent of the Polk County 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 regraded 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.

## ARTICLE II. GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of this Declaration shall be by appropriate proceedings at law or in equity against those persons or entities violating or attempting to violate any covenant, condition, or restriction herein contained. Such judicial proceeding shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. Such judicial proceedings may be prosecuted by the Declarant, its successors or assigns, an Owner or by an association of Owners. In the event it becomes necessary to commence an action to enforce this Declaration, the court shall award to the prevailing party in such litigation, in addition to such damages as the Court may deem just and proper, an amount equal to the costs and reasonable attorney's fees incurred by the prevailing party in connection with such litigation. The failure to enforce or to cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof or of a further or continued violation, whether such violation shall be of the same or of a different provision of this Declaration. In addition, invalidation of any one of these covenants by judgment or court order, shall in no way affect any of the other provisions.

Section 2. Duration. The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force for so long as the laws of the State of Iowa allow, unless such covenants, restrictions and provisions are amended, modified, or changed or cancelled, in whole or in part by written agreement signed by the owner or owners of more than sixty-seven percent (67%) of the lots hereby restricted and recorded in the Office of the Recorder of Polk County, Iowa.

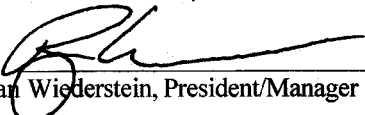
Section 3. Declarant Rights. The Declarant shall have the right to enforce these covenants and the sole right to amend or modify these covenants, conditions and restrictions. The Declarant shall also have the right to transfer the Declarant's right of enforcement or modification and amendment to the Subdivision Owner's Association. However, the Declarant is under no obligation to enforce these covenants, conditions or restrictions or to transfer these rights at any time. These rights of the Declarant shall continue only so long as Declarant, its successors or assigns owns one or

more lots in the subdivision known as Pleasant Chase Subdivision.

ARTICLE III. PLEASANT CHASE SUBDIVION OWNER'S ASSOCIATION


Declarant has or will form the Pleasant Chase Subdivision Owner's Association (the "Association"). Upon the transfer of Declarant's rights and obligations to the Association, which shall occur no later than the date upon which the Declarant transfers its last interest in any Lot, the Association shall exercise all assessment rights of the Declarant as more particularly set forth in the Bylaws of the Association. Assessments shall be collected to cover the costs of the establishment of any Architectural Review Committee as well as the repair and maintenance of any common areas as more particularly set forth in the Bylaws.

PLEASANT CHASE, L.L.C.

By:   
Ryan Wiederstein, President/Manager

STATE OF IOWA, COUNTY OF Polk : ss.

On this 16<sup>th</sup> day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan Wiederstein, to me personally known, who being by me duly sworn, did say that he is the President/Manager of Pleasant Chase, L.L.C., an Iowa limited liability company; that no seal has been procured by said company, and that said instrument was signed on behalf of said company by authority of its members and that the said Ryan Wiederstein, on behalf of said Pleasant Chase, L.L.C., acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by them voluntarily executed.

  
Notary Public, State of Iowa

