

BUILDING RESTRICTIONS
AND
PROTECTIVE COVENANTS
FOR
COUNTRY CLUB PLAT NO. 3

KNOW ALL MEN BY THESE PRESENTS:

That Iowa Realty Co., Inc., an Iowa Corporation, (hereinafter referred to as "Grantor") as developer of COUNTRY CLUB PLAT NO. 3 in the City of Clive, Polk 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 PLAT NO. 3, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa,

I. DESIGNATION OF USE

All lots, except Outlots and streets, in COUNTRY CLUB PLAT NO. 3 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

No dwelling shall be constructed or permitted to remain upon any lot in this subdivision unless it meets the following floor area requirements:

- A. One-story dwellings must have a ground floor finished area of not less than 1,800 square feet.
- B. One and one-half story dwellings must have not less than 1,500 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.
- C. Two-story dwellings must have not less than 1,300 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 2,600 square feet of finished area.
- D. Split-entry dwellings must have not less than 1,500 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 1,500 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. No more than twelve inches (12") of concrete block, poured concrete or clay tile foundation shall be exposed on any building and any such exposed materials shall be painted or covered with brick or stone veneered.

- F. 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.
- G. All buildings must have a roof of cedar wood shingles or cedar wood shakes; provided, however, if the design of the dwelling is such that cedar wood shingle or cedar wood shakes are not appropriate (i.e. flat roof), a waiver of this standard may be granted in writing by the Grantor; but in no event shall asphalt or fiberglass shingles be permitted on any lot.
- H. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction.
- I. No above-ground (or non-permanent swimming pools shall be permitted on any lot.

IV. TEMPORARY STRUCTURE OF EQUIPMENT

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 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 extension towers or antennas of any kind shall be constructed, modified or permitted on any lot. Reasonable television or radio antennas are permitted on dwellings or garages.

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 SIGHT LINES

- 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. At the time of the sodding and/or seeding, at least two (2) trees of at least three (3) inches in diameter will be planted in the front yard of the lot and an additional such tree will be planted on the street side of each corner lot.
- 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 his own expense, keep and preserve that portion of the easement within his property 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 in Country Club Plat 3 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

No fence over two feet in height shall be permitted within the front 40 feet of any lot. No chain link fence, snow fence or temporary fence of any kind shall be permitted on any lot. Further, except upon the prior written consent of Grantor, there shall be no rearyard fences allowed on any lots which abut Outlot A in Country Club Plat No. 1 (which Outlot contains the lake and shoreline), which lots are specifically and more particularly described as Lots 1 through 25, both inclusive, in Country Club Plat No. 3.

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. MAINTENANCE OF OUTLOTS

All lots which abut Outlot A in COUNTRY CLUB PLAT NO. 1 (which Outlot contains the lake and shore line) shall seed or sod, and thereafter mow and maintain that portion of said Outlot lying between the property line of the lot and the shore line of the lake. The Country Club Owners Association shall have the right to enforce the provisions of this paragraph as against the owners of all lots which abut said Outlot.

XVII. MASTER DECLARATION

Country Club Plat No. 3 is a replat of a portion of the Properties described in and bound by the MASTER DECLARATION OF COVENANTS FOR COUNTRY CLUB dated September 22, 1988, recorded on October 10, 1988, in Book 5969, Page 35, et seq., of the Polk County, Iowa records. Each and all of the provisions of said Master Declaration are incorporated herein and made a part hereof by this reference.

XVIII. COMMON AREA CONVEYANCE

Outlot A of Country Club Plat No. 3 is intended to be Common Areas, as defined in the Master Declaration described above. Simultaneous with the filing of the final plat of Country Club Plat No. 3, Grantor shall convey Outlot A in said Plat No. 3 to Country Club Owners Association, together with all improvements and Common Facilities located thereon. Upon such conveyance, the use, enjoyment and maintenance responsibilities of said Outlots shall be governed by the Master Declaration of Covenants for Country Club described in the last Article above.

XIX. MEMBERSHIP, VOTING RIGHTS AND ASSESSMENTS

Pursuant to the Master Declaration, the owner or owners of each lot shall become members of Country Club Owners Association, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa, 1987, as amended. Pursuant to Article III

of the Master Declaration, Grantor hereby makes a division of the votes for the lots in Country Club Plat No. 3 as hereinafter specified. Pursuant to Article VI of the Master Declaration, each lot in Country Club Plat No. 3 and the owners thereof shall be liable for a fraction of the total budget upon which any monthly or special assessment is based, which fraction is hereinafter specified.

<u>Lot Number</u>	<u>Number of Votes</u>	<u>Fraction of Total Budget</u>
1 through 25, inclusive	100.3 each	100.3/33,219.8 each
26 through 87, inclusive	46.25 each	46.25/33,219.8 each
Lot 88	100.2	100.2/33,219.8 each

XX. 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, 2010, at which time said covenants shall be automatically extended for an additional period of ten years unless a majority of the owners of the lots in said plat, by a written agreement filed in the Office of the Recorder of Polk County, Iowa amend said restrictions in whole or in part.

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 PLAT NO. 3 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 those 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 Des Moines, Iowa this 11 day of October, 1989.

IOWA REALTY CO., INC.

By /s/ William C. Knapp, II
William C. Knapp II, Secretary

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 11 day of October, 1989, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William C. Knapp, II to me personally known, who, being by me duly sworn, did say that the person is the Secretary 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 said corporation by authority of its Board of Directors; and that the said as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by the person voluntarily executed.

By /s/Gerald D. Neugent
Gerald D. Neugent
Notary Public in and for the State of Iowa
[SEAL]

BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS

COUNTRY CLUB PLAT NO. 3

KNOW ALL MEN BY THESE PRESENTS:

That Iowa Realty Co., Inc., an Iowa Corporation (hereinafter referred to as "Grantor") was the developer of COUNTRY CLUB PLAT No. 3 in the City of Clive, Polk County, Iowa, and, as developer, established certain Building Restrictions and Protective Covenants for Country Club Plat No. 3 dated October 11, 1989, recorded October 31, 1989 in Book 6167, Page 932 of the Polk County, Iowa records. Further, Grantor, as the owner of the following described lots, does hereby establish and place the following additional Building Restrictions and Protective Covenants on the following described real property:

Lots 1, 64, 65 and 84 in Country Club Plat No. 3, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa (hereinafter collectively referred to as the "Lots" and each individually as "Lot").

ARTICLE I

REAR YARD FENCING AND LANDSCAPING

No fence or improvement (temporary or permanent) of any kind shall be placed or located on the west thirty-five (35) feet of any of the Lots. It is the intent of this restriction and covenant to provide for an attractive and consistent appearance of the Lots from Northwest 142nd Street.

ARTICLE II

DRIVEWAYS

No Lot shall have driveway access to Northwest 142nd Street.

ARTICLE III

PRIOR RESTRICTIONS AND COVENANTS

Nothing contained herein shall be deemed to abridge, amend or revoke the Building Restrictions and Protective Covenants for Country Club Plat No. 3, recorded in Book 6167, Page 932 of the Polk County records, except as specifically stated herein.

ARTICLE IV

MISCELLANEOUS

These building restrictions and protective covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2012, at which time said covenants shall be automatically extended for an additional period of ten (10) years unless a majority of the Owners in the Lots of said Plat, by written agreement filed in the office of the Recorder of Polk County, Iowa, amend said restrictions in whole or in part.

If the Owner or person in possession of any Lot 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 of the other Lots to prosecute any proceedings at law or in equity against the

person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages or other fees 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 25 day of June, 1990.

IOWA REALTY CO., INC.

By /s/William C. Knapp II
William C. Knapp II, Secretary

STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this 25 day of June, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William C. Knapp II, to me personally known, who being by me duly sworn, did say that he is the Secretary of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that William C. Knapp II as such officer acknowledged the executive of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

/s/ Kathy A. Kintner
Kathy A. Kintner
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA
[SEAL] .

BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS

COUNTRY CLUB PLAT NO. 3

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Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 in Country Club Plat No. 3, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa (hereinafter collectively referred to as "Lots" and each individually as "Lot").

ARTICLE I

BUILDING SETBACK LINES

Article 111.B of the Building & Restrictions and Protective Covenants for Country Club Plat 3 recorded. October 31, 1989 in Book 6167, Page 932 of the Polk County, Iowa records is hereby deleted with respect to the Lots and the following inserted in lieu thereof:

- B. The minimum building setback line on each lot is the Building Setback Line as shown on the final recorded plat of Country Club Plat No. 3. The maximum building setback line on each Lot shall be 5 feet parallel with and south of the Building Setback Line shown on the final recorded plat. No building or any portion thereof shall be constructed, erected or placed nearer to the street than the minimum building setback line. Further, the front of any building shall not be further from the street than the maximum building setback line.

ARTICLE II

PRIOR RESTRICTIONS AND COVENANTS

Nothing contained herein shall be deemed to abridge, amend or revoke the Building Restrictions and Protective Covenants for Country Club Plat No.3, recorded in Book 6167, Page 932 of the Polk County records, or the Building Restrictions And Protective Covenants Country Club Plat 3 dated of even date herewith, except as specifically stated herein.

Dated at West Des Moines, Iowa this 25th day of June, 1990.

IOWA REALTY CO., INC.

By /s/William C. Knapp II
William C. Knapp II, Secretary

STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this 25 day of June, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William C. Knapp II, to me personally known, who being by me duly sworn, did say that he is the Secretary of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was, signed on behalf of the corporation by authority of its Board of Directors; and that William C. Knapp II as such officer acknowledged the executive of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

/s/ Gerard D. Neugent
Gerard D. Neugent
NOTARY PUBLIC AND FOR THE
STATE OF IOWA
[SEAL]