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Scott County Iowa
Rita A. Vargas Recorder
File 2006-00040300

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DECLARATION OF USE RESTRICTIONS AND
BUILDING SPECIFICATIONS
FOR LOTS 1 THROUGH 32, INCLUSIVE
IN EAGLE RIDGE PLAT 1,
SCOTT COUNTY, IOWA

WITNESETH:

WHEREAS, Triple H Investments LLC., is the owner of certain property in Scott County, Iowa, described as Lots 1 through 32, inclusive, in EAGLE RIDGE PLAT 1, an Official Plat, now included in and forming a part of Scott County, Iowa ("Property"); and

WHEREAS, Triple H Investments LLC desires to develop the Property as a planned community and to establish certain Use Restrictions and Building Specifications for the benefit of Owners within EAGLE RIDGE PLAT 1.

NOW, THEREFORE, Triple H Investments LLC by the execution and recording of this document, hereby declares that all Property shall be held, occupied, sold and conveyed subject to the Covenants and Restrictions set forth herein.

ARTICLE I.

General Use Restrictions and Building Specifications

Lots 1 through 32, inclusive, in EAGLE RIDGE PLAT 1, an Official Plat, now included in and forming a part of Scott County, Iowa ("Property") shall be held, occupied, sold and conveyed subject to the following general Use Restrictions and Building Specifications as well as those Restrictions set forth elsewhere in this Declaration:

A. Single and Multi Family Residence

The use of Lots 1-32 shall be limited to single family resident use. Uses of land or structures customarily incidental and subordinate to the single family residential use as permitted by the Scott County Zoning Ordinance are permitted or otherwise regulated by this Declaration.

All lots must be built on within twelve (12) months of purchase and closing from Declarant. In the event construction does not commence in one year, Declarant may at its option repurchase the lot at ninety percent (90%) of the previous sale price.

B. Architectural Standards

1. Character

The architectural character of any structure shall be in harmony with, and compatible with, those structures in the neighboring environment.

2. Exterior Foundations

Exterior foundations exposed above finish grade which are not faced with brick, siding, or stone may be painted to match the rest of the structure.

3. Siding

Siding material variations on the elevation for accent purposes are encouraged, but the overall character and predominant siding must be consistent on all four elevations of the structure. Siding shall not have a lap of greater than 8" on the front elevation and 12" on the sides and rear elevation. Exterior colors shall be Neutral colors and soft, muted tones. Pinks, purples, oranges, etc. and/or bright variations of neutral colors, at the developers discretion, shall not be permitted. Developer reserves right of refusal of any color. Exterior materials may be prefinished.

4. Roof Materials

Roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade, minimum (25) year warranty. Shingle colors shall be muted neutral tones and be compatible with and complimentary to the exterior materials and colors; white, blue, red or green shingles are not allowed.

5. Garages & Accessory Buildings

Single Family Houses shall have, as a minimum, an attached two car garage. Each residence shall provide off-street parking for two cars.

Each residence may have up to 2 accessory buildings to include a maximum of 1 pole barn whose size is limited to a single story structure no bigger than 30'x40' and a maximum side wall of 16'. These buildings must be in the rear yard and pre-approved by the developer.

6. Minimum House Sizes

All single family homes shall contain a minimum of 1,400 square feet of living space exclusive of attached garages, breezeways, porches, and finished basement areas and the roof pitch shall be a minimum of 6/12.

- a. One-story dwellings must have a minimum of 1,400 square feet of finished area directly under roof.
- b. One and One-Half story dwellings must have at least 800 square feet of finished area on the first floor and a total of at least 1,500 square feet.
- c. Two story dwellings must have at least 800 square feet of finished area on the first floor and a total of not less than 1,500 square feet.
- d. Split entry dwellings must have at least 1,400 square feet of finished area on the upper level.
- e. Split level dwellings must have at least 1,400 square feet of finished area directly under the roof.

7. Decks and Porches

Decks attached to the house should be built from materials similar to those used in 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 6" x 6 "). Built up box columns or tapered round columns are encouraged. Handrails shall match the architectural style of the home. All wood steps to entry porches shall have enclosed risers.

C. Measurement of Setbacks

The minimum setbacks as hereinafter specified 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 Countys Zoning Ordinance. Setbacks are as follows:

Front yard: 50 feet
Side yard: 10 feet min. Ea side
Rear yard: 40 feet, 10 feet for Accessary Building; 50ft along 100th and Hwy 61

D. Landscaping

Landscaping treatment should be concentrated around the front and entrance on the house. Approximately 75% of all plant materials should be planted in the front and side yards within view from the street.

All portions of a lot not occupied by structures, paving, or shrub planting beds shall be sodded/seeded within 90 days of completion of the residence.

If weather conditions make the time element of this requirement impossible to fulfill, Triple H Investments LLC. shall establish a reasonable period of time for compliance.

E. Fences and Hedges

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

- (1) Walls, fences, or hedges along rear property lines and side property lines shall not exceed six feet (6') in height.
- (2) 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 vinyl clad fence. All fences shall be kept in good repair and attractive appearance.
- (3) There shall be no fencing of any sort in the front yard.

F. Mailboxes

Mailboxes must be provided, at owners expense, at a designated location setforth by USPS.

G. Playhouses and Utility Buildings

Playhouses, utility buildings, storage sheds or other similar structures shall be permitted; however, that the exterior and the roof are constructed of the same material, have the same color and appearance as the residential dwelling on the same Lot and are located only in rear yards.

H. Utilities

All utilities, where possible, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground.

I. 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.

J. Driveways and Sidewalks

All parking and driveway areas shall be hard surfaced, using a suitable thickness of portland cement and/or asphalt. The declarant has no obligation to size and/install culverts under driveways. The Declarant has no obligation to a lot buyer to install sidewalks.

K. Garbage Cans and Equipment

Items such as garbage cans, clothes lines, 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 the house. Furthermore, any repair of motorcycles, automobiles or other vehicles shall be done out of public view. Only retractable or collapsible clothes lines are permitted. Such clothes lines shall be located in the rear yard area and not visible from the street. All clothes lines shall be retracted or collapsed when not in use. Stacked firewood in excess of 4' long by 3' high shall be adequately screened from view and in no case stacked in front of the house.

L. Temporary Structures: Mobile Homes

There shall be no occupancy of temporary structures or partially completed structures. No mobile homes shall be permitted at any time. No prefabricated, modular, panelized and/or factory built homes shall be erected, installed or occupied. No other homes shall be moved in without; (i)expressed permission from the developer, and; (ii)meeting the requirements outlined in this declaration. Developer shall have sole discretion as to any definition contained herein.

M. Swimming Pools

Above ground swimming pools and hot tubs are allowed subject to the area being fenced and pool or tubs skirted in wood.

N. Exterior Animal Houses

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 material as the home situated on the lot. No animal house shall exceed twenty (20) square feet in area.

O. 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.

P. 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. In no event, however, shall more than two (2) of any species or animal be maintained on any one Lot. All animals shall be tied, kept on a leash, fenced or kept in an animal run at all times.

No home businesses will be allowed that would have any exterior signs or displays. Use of ATV's, snowmobiles, dirt and/or trails bikes is prohibited.

Q. Maintenance of Lot

The owner or person in possession of any lot, whether vacant or improved, shall keep the Lot free of debris and shall keep the Lot mowed so that the grass or weeds do not exceed six inches (6") in height. Each owner of a Lot agrees that after he receives written notice given by certified mail, return receipt requested, or delivered in person by written notice, by any Lot owner within five hundred feet (500') of such Lot that such grass or weeds shall be cut and debris removed within fifteen (15) days of receipt of notice. If the grass or weeds are not mowed within fifteen (15) days of receiving notice, and Lot owner within five hundred feet (500') of the offending Lot shall have the right and easement to enter upon the premises and mow or cut the weeds or grass or remove the offending debris at the owner's expense.

A. Flowage easement may not be obstructed or altered in any manner and must be maintained by lot owner.

R. VEHICLES AND EQUIPMENT

No recreational vehicles, motor vehicles, motor homes, travel trailers, boats, trailers,

commercial vehicles, trucks, agricultural equipment, sprayers, tractors, or lawn equipment shall be stored or parked on any lot, unless parked in a closed garage or behind the front building setback line, nor shall they be parked on any residential street.

ARTICLE II.

Enforcement of Covenants

- A. Legal Action. These Covenants shall be deemed to run with and be a burden upon the land to which they apply and all improvements thereon. The Owner of any Lot or portion thereof to which these Covenants and Restrictions apply may bring an action in any court of competent jurisdiction to enforce these Covenants 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. Delays in Enforcement. No delay or omission on the part of any owner of land to which these Covenants and Restrictions apply in exercising any right, 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 Adams Properties or any officer, employee or agent thereof on account of any action or inaction under this Declaration.
- C. Conflict with Governmental Regulations. All property subject to this Declaration shall also be subject to any and all regulations of Scott County, Iowa and any other governmental entities having jurisdiction, including, but not limited to, zoning ordinances, subdivision ordinances, building codes and other such regulations. Whenever there is a conflict between the provisions of these Covenants and the ordinances, statutes or regulations of the City, County, State, Federal or other applicable governmental entity having jurisdiction over EAGLE RIDGE PLAT 1, that provision which is most restrictive shall be binding.

ARTICLE III.

Term of Covenants: Severability

PERIOD OF COVENANTS AND RESTRICTIONS

- A. Duration. These Provisions, Covenants, Conditions and Restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by Triple H Investments LLC., its successors and assigns, or the owner or owners from time to time of any lots subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until January 1, 2026. After January 1, 2026 said covenants shall be automatically extended for successive periods of ten years on each tenth anniversary thereof, unless a written instrument, signed and acknowledged by not less than the owners of Twenty(20) of the lots shall, prior to such

anniversary date, be recorded with the Scott County Recorder abrogating or modifying the same in whole or in part. These restrictions may be abrogated or modified effective at any other time after January 1, 2026, only by a written document signed and acknowledged by the owners of Twenty (20) of the lots and recorded with the Scott County Recorder.

- B. 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, restrictions or terms not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.

ARTICLE IV
Miscellaneous

- A. Homeowners' Association.
A homeowners' association will be formed within one month after the approval of the plat of EAGLE RIDGE PLAT 1 by Scott County, Iowa.
- B. Common Open Space.
The developer, Triple H Investments, LLC, shall maintain the open spaces in this subdivision until the homeowners' association is established. Thereafter, the homeowners' association shall be responsible for the maintenance of the common open spaces in this subdivision.
- C. Natural Areas.
The natural areas shown on the plat shall be protected and shall remain undisturbed.
- D. Maintenance of Fence.
The developer, Triple H Investments, LLC, shall maintain the fence installed by the developer on the south side of the subdivision until the homeowners' association is established. Thereafter the homeowners' association shall be responsible for the maintenance of the fence.
- E. Nuisance Suit Waiver.
The owner of each lot waives the right to file nuisance suits against agricultural operations.
- F. Governing Law.
This agreement shall be governed and construed pursuant to the laws of the State of Iowa.

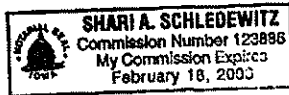
In Witness Whereof, Triple H Investments, LLC, has caused this instrument to be duly executed.

TRIPLE H INVESTMENTS, LLC

BY Daniel Mullanack
Daniel Mullanack, a Member

STATE OF IOWA)
)SS
SCOTT COUNTY)

On this 23rd day of October, 2006, before me, a Notary Public in and for the State of Iowa, personally appeared Daniel Mullanack, to me personally known, who being by me duly sworn, did say that he is a member of the limited liability company known as Triple H Investments, LLC and that he executed the foregoing instrument on behalf of Triple H Investments LLC; and the said Daniel Mullanack acknowledged the execution of the foregoing instrument to be the voluntary act and deed of Triple H Investments LLC, by it and by him voluntarily executed.



Shari A. Schledewitz
NOTARY PUBLIC