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Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2022-00005524

BK 18957 PG 389-393

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**Declaration of Residential Covenants, Conditions, and Restrictions for
Meadow Pointe Estates
An Official Plat in Polk County, Iowa.**

THIS DECLARATION, is executed on: December 8, 2021

WHEREAS, Declarants are the Owners of certain real property known as Meadow Pointe, County of Polk, in the State of Iowa, which is more particularly described as:

Parcel 2021-27 being a part of the NW ¼ of the NE ¼ of Section 26, Township 81 North, Range 24 West of the 5th P.M., according to Plat of Survey filed February 22, 2021 in Book 18372 at Page 398, located in Polk County, Iowa.

To be known as Meadow Pointe.

WHEREAS, Declarants are desirous of protecting the value and desirability of the whole of Meadow Pointe (and any subsequent additions) including the real property described above.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above, namely all building lots in Meadow Pointe inclusive, shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Easements: Easements are recorded on the plat for use by and for the public utilities to benefit all lots, no buildings or permanent structure shall be allowed on these easements.

Building set-back lines, as shown on the plat of record, shall be strictly followed and public utility easements, as shown on the recorded plat, are hereby reserved for utility installation and maintenance and storm water surface flowage. The Owner or occupant of a lot shall at their own expense keep and preserve that portion of the easement within their property in good landscape repair and condition.

2. Definitions: For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:
 - a. "COVENANTS" shall refer to this Declaration of Residential Covenants, Conditions, and Restrictions.
 - b. "PLAT" shall mean and refer to the real property located in the residential subdivision described above.
 - c. "DECLARANTS" shall mean and refer to the signatories hereto and its successors and assigns.
 - d. "LOT" shall mean and refer to the signatories hereto and its successors and assigns.
 - e. "BUILDING PLOT" shall mean and refer to one or more platted lots, or one platted lot and portion or portions of adjacent platted lots in the above described plat.
 - f. "OWNER" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot or building plot which is a part of the above described plat.
3. Lots. All lots shall be known and described as residential lots, and shall not be improved, used or occupied for other than private single family residential purposes. However, non-residential unattached outbuildings may be constructed (maintenance shops, gyms, sheds, etc.) to augment the residential use of the property. No full-time business activity may be conducted on any lot, or in any building or structure constructed or maintained on any lot.
4. Building Types: All single family residences must be constructed with a minimum of a three car attached garage. All outbuildings should be of a design and aesthetic so as to match a cohesive style with the single family residences.
5. Building Area: No dwelling shall be constructed or permitted to remain upon any plot in this subdivision unless it meets with following floor area requirements:
 - a. One story dwellings must have an above grade finished floor area of not less than 1500 square feet.
 - b. One and one-half story dwellings must have an above grade finished floor area of not less than 1800 square feet.

- c. In the computation of floor area, the same shall not include any porches, breezeways, attached garages, or basements.

6. Design and Construction.

- a. Outbuildings shall be located beyond the rear foundation of the residence and shall be sided with the same material as the residence.
- b. No trailer, mobile home, basement, tent, shack, garage, barn or other out building erected or placed in or on the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No structure shall be moved onto any building plot for a permanent or temporary residence.
- c. Regarding factory manufactured, prefabricated, or modular housing. The aforementioned housing shall not be permitted.
- d. No building shall be erected on any lot nearer than the building setback lines as shown on the recorded plat, unless approved by the City of Alleman.
- e. 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. All driveways shall be constructed of hard surface material.
- f. Not more than thirty inches (30") of concrete block or poured concrete foundation shall be exposed on any dwelling unit, excepting the rear of walkout type residences, and any such exposed materials shall be painted or covered with brick or stone veneer.
- g. Any single family residence constructed on a lot shall have at least 10% stone exterior on the side facing the street.
- h. Any dog run, trash receptacle, tool shed or other outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence. Trash receptacles may be placed curbside on collection day only.
- i. All building structures or improvements of any kind must be completed within 24 months of the commencement date of the construction. This requirement to complete construction shall not apply to Lot 1, which lot is not required to have a structure so long as Lot 1 and Lot 2 are held by the same titleholder.
- j. Each Lot shall have a tree (measuring 2" caliper, four feet from the ground) installed at the time of completion of the dwelling unit. The tree shall be located in the front yard opposite the septic system.

7. Recreational Equipment: 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 30 days.

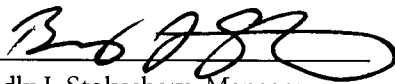
8. Utilities: All utility connection facilities and services shall be underground. No individual water supply system shall be permitted on any building plot.

9. Antennas and towers shall not be permitted forward of the front building line of the home.
10. Signage: No signs of any kind shall be displayed to the public view on any lot except by a sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction. Excluded from this provision is subdivision marketing signage as erected by the parties to these covenants which is specifically allowed.
11. 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, block or driveway in said subdivision.
12. Nuisances: No noxious or offensive activity or odors shall be permitted on or to escape from any building plat, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.
13. Landscaping: Following construction of the residential dwelling on any lot, the front yard, side yard and rear yard shall be fully sodded or seeded.
14. Fences: No fences may be built forward of the center line of the house built on a building plat or lot. No wire fences, unless it is colored chain link, may be built.
15. Enforcement: If any party shall violate or attempt to violate any covenants, conditions, or restrictions contained herein, it shall be lawful for the Declarants or any other owners protected as provided herein to prosecute proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants, conditions, or restrictions, and to either prevent them from so doing or recover damages for such violations.
16. Seed, Sod, and Weed Control: All lots must be sodded or seeded. The owner or persons in possession of each lot, whether vacant or improved, shall keep the same free of weeds and debris mowed.
17. Modifications of Restrictions. These covenants may be amended by agreement of seventy-five percent (75%) of the owners of said lots (governed by one vote per lot). Any amendments adopted shall be effective upon filing same I the office of the County Recorder.

18. Developer. Notwithstanding any other provision of these Covenants, the Developer retains the exclusive right to amend these Covenants until the Developer no longer has an ownership interest in any of the lots within the Plat.
19. Severability. Invalidation of any provision of these Covenants by judgment or court order shall in no way affect any of the other provisions contained herein, which shall remain in full force and effect.
20. Shared Septic Collector Line. The Owners of Lots 1-4 shall be equally responsible for any maintenance or repair associated with the septic collector line located approximately in the rear facing yards of Lots 1 through 4.
21. Detention Pond. The Owners of Lots 4, 5, and 6 shall be equally responsible for the maintenance or repair of the detention pond located approximately on Lots 4, 5, and 6.

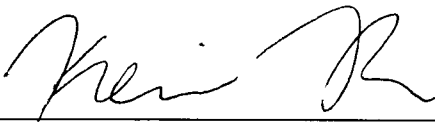
IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

PR DEV, LLC
An Iowa Limited Liability Company

By 
Bradly J. Stokesbary, Manager

STATE OF IOWA, COUNTY OF POLK:

This instrument was acknowledged before me on December 8th, 2021, by Bradly J. Stokesbary, as Manager of PR DEV, LLC.

By: 

Notary Public

