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HDR Land Development, LLC
Declarant
to
Whom It May Concern

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

Dated: _____
Filed: _____

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Des Moines, County of Polk, State of Iowa, which is more particularly described as:

Lots 1 through 14, Outlot X, Outlot Y and Outlot Z in The Woods of Copper Creek, Plat 1, now in and forming a part of the City of Des Moines, Polk County, Iowa.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above, which it owns outright as platted lots in a subdivision, shall be held, sold and conveyed subject to the following easements, 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 and interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as securities for the performance of an obligation.

Section 2. "Plat" shall mean and refer to the real property described as Lots 1 through 14, Outlot X, Outlot Y and Outlot Z in The Woods of Copper Creek, Plat 1, now in and forming a part of the City of Des Moines, Polk County, Iowa.

Section 3. "Lot" shall mean and refer to an individual parcel of land within the Plat upon which a dwelling can be constructed.

Section 4. "Declarant" shall mean and refer to HDR Land Development, LLC, its successors and assigns.

Section 5. "Improved Lot" shall mean one or more lots with a house residence located thereon.

Section 6. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

ARTICLE II GENERAL PROVISIONS

Section 1. Lot Enforcement. The Declarant or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, failure by the Declarant or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do thereafter.

Section 2. Severability. The invalidity of any one or more phrases, sentences, clauses, paragraphs, sections or Articles hereof shall not affect the remaining portions of this instrument of any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs, sections or Articles contained therein should be held invalid or should operate to render this agreement invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections, Article or Articles have not been inserted, and shall in no way affect any of the other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by the affirmative vote of not less than two-thirds of the lot Owners at a meeting called by any Lot Owner for said purpose. Said notice to be in writing and delivered or mailed to the Lot Owners no less than thirty (30) days nor more than sixty (60) days prior to the date of such proposed meeting and at such meeting each shall have voting rights as provided for herein. Any amendment must be recorded. Provided, however,

until the Declarant, or its Assignee, has sold all of the Lots which are or will be part of the above-described real property, the Declarant may make amendments or modifications to this Declaration without the consent of any other owners or other party. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the Recorder.

ARTICLE III GENERAL RESTRICTION ON USE

Section 1. Use. All Lots shall be for residential home, single-family use, and shall not be occupied by more than one family or two unrelated persons and their family.

Section 2. Size. All homes must have an attached, two car garage with a double width concrete driveway from garage to street. All home construction must comply with the Architectural Guidelines and Landscape Guidelines as approved by the City of Des Moines for the Plat. The owner of any lot or acreage may build in addition to the attached garage, another garage, not to exceed two car, for the family use, provided said additional garage is twenty-five or more feet back of the residence, and may construct a small green house or enclosed or open patio, exclusively for the family use, which may be attached to the rear of the house or back thereof. This shall not be construed to permit the building of two garages unless one is attached to the residence. No owners may build a barn for horses. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any Restrictive Covenants. In any case, no single story dwelling shall be permitted on any lot or acreage described herein having ground floor square foot area of less than 1200 square feet. Any one and one-half or two story houses shall have a floor area of not less than 1400 square feet on the two top floors. The minimum square foot area in any or all houses is and shall be exclusive of the attached garage and basement.

Section 3. Subdivision/Completion. No Lots in any of the subdivisions or properties may be subdivided and no accessory basement or temporary building shall be used or occupied as living quarters.

Section 4. Exterior Style. Declarant must approve, in writing, any and all building plans in all respects, included but not limited to, color of house and style of house. Painting without written consent will subject the builder/homeowner to repainting at their expense.

Section 5. Outside Buildings. No outside toilets shall be allowed and all sanitary and sewer arrangements must comply with the specifications and regulations of the Declarant and of the local and/or state health officers. All buildings having plumbing facilities shall be required to be connected to the water system and any sewer systems.

Section 6. Maintenance. Titleholder of such lot, vacant or improved, shall keep his lot or lots free of weeds or debris.

Section 7. Nuisance Activity. No noxious or offensive activities shall be permitted on any Lot nor shall anything be permitted which shall be or become an annoyance or nuisance to the neighborhood.

Section 8. Animals Prohibited. No animals, livestock or poultry of any kind shall be raised or bred on any of the properties except that a dog (with the exclusion of pitbull terriers) cat or other household pets may be kept on the properties but shall not be allowed to run at large. No horses or ponies shall be kept on any of the properties. No titleholder of any lot platted herein shall keep, raise or in any manner harbor on the subject premises any exotic pets or animals.

Section 9. Advertising Prohibited. No advertising signs of any type or nature shall be allowed on the properties or Common Area, except that a sign or signs may be placed thereon designating the name and location of the properties. No commercial or businesslike activities shall be carried on any of the said properties except for home occupations or professions.

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, block or driveway in said subdivision.

Section 11. Building Setbacks. No building shall be erected on any residential lot nearer to the respective streets than thirty-five (35) feet.

No building shall be erected or set back a distance of five (5) greater than that shown in the previous paragraph for the respective lots.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 1. Water Lines. Each Lot Owner will be responsible for the repair and maintenance of the waterlines on his Lot to the middle of the street or road.

Section 2. Fences. No fences may be built forward of the centerline of the house built on a building plat or lot. Rear yard fencing is discouraged. There shall be no fencing or other obstruction on any utility easement or drainage easement.

Section 3. Satellite Dishes. No satellite dish or parabolic device used to receive television signals shall be located upon any lot unless it meets the following requirements:

- a.) It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in an acceptable fashion;
- b.) It shall be located so that no part of the dish is in front of the home it serves;

- c.) It shall not exceed two (2) feet in diameter;
- d.) It shall be grey in color, or, to the extent technically feasible, be painted to match the color of the home it services; and,
- e.) It shall be appropriately landscaped and screened with shrubs and bushes or appropriate fencing, as the case shall be.

Section 4. Recreational Equipment. No recreational vehicle, motor home, boat, snowmobile, motorcycle or trailer may be parked or stored upon any lot for more than thirty (30) days during any calendar year, unless the same is located within a garage.

Section 5. Exterior Style. Declarant must, in writing, approve any and all building plans in all respects, including but not limited to, color of house and style and color of roof. All structures shall blend with the terrain rather than contrast with it. All exposed concrete block or tile foundations must be brick or stone veneered or stucco textured.

Section 6. Temporary and Other Structures: Certain Uses: No temporary building or structure shall be built or maintained on any Lot. No housetrailer, tents, campers, mobile homes or other similar structures shall be erected, moved onto or placed upon the said premises to be used for living quarters. No house, residence or other temporary building or shack may be moved onto any of said Lots. All residences must be completed on the interior and exterior within twelve (12) months of the date construction begins. The construction of any building or structure on any Building Lot shall be performed utilizing acceptable construction methods and procedures including but not limited to on site "stick built" construction.

Section 7. Easements: Easements for installation and maintenance of utilities are reserved as shown on the Plat as recorded. The Owner and/or Occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or Occupant, maintain, keep, and preserve that portion of the easement within the respective Lot at all times in good repair and condition and shall neither erect or permit erection of any building, structure or other improvement of any kind within the easement areas (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any public utility services or drainage facilities within such easement areas. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.

Section 8. Sodding or Seeding: Within ninety (90) days of completion of a dwelling upon a Lot all portions of the Lot shall be fully seeded or sodded. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.

Section 9. Erosion Control and Storm Water Discharge Permitting Requirements. The Owner and/or Occupant of each Lot, jointly and severally, whether vacant or improved, their agents, heirs and/or building contractors shall take all necessary precautions to prevent, stabilize

and control erosion within its Lot to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot. In the event of any occurrence of any soil erosion, the Owner and/or Occupant of the Lot shall, jointly and severally, promptly clean up all eroded sediment and restore all affected areas to their original condition.

Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect with compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge permits and any storm water pollution prevention plan which includes the Lot.

During the ownership of the Lot, Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, clean-up costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

Section 10. Trash Receptacles: No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or out building unless hidden by an attractive screen of suitable height or sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or out building no earlier than twelve (12) hours prior to a scheduled pickup of such trash. Such unscreened trash containers must be returned to the screened area, underground location or inside a dwelling, garage or out building within twelve (12) hours following a scheduled pickup.

Section 11. Mailboxes: The Declarant may, at its discretion, install neighborhood mailbox cluster units according to United States Postal Service regulations. The Owner and or Occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

Any mailbox required to be placed by an individual Owner shall be installed and maintained by the Owner in accordance to United States Postal regulations.

Section 12. Security Lighting: Security or decorative lighting for driveways, parking and other areas shall be designed, located and directed in a manner which shall avoid direct lighting onto adjoining Lots.

Section 13. Association: The Declarant reserves the right at any time to form a Homeowner's Association which Association shall incorporate all Lots for the purpose of maintenance of any and all Common Areas developed as part of the platting process (example: Outlot Y and Outlot Z, Plat 1) and to establish fees and assessments for each Lot/Owner for the

payment of any and all maintenance expenses associated with Common Areas.

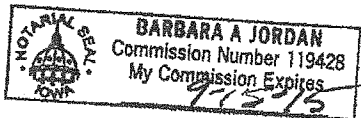
IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions was made on the 25th day of September, 2012.

HDR LAND DEVELOPMENT, LLC
An Iowa Limited Liability Company

BY: [Signature]
Larry J. Handley, Manager

STATE OF IOWA)
)
COUNTY OF POLK) ss.

On this 25th day of September, 2012, before me, a Notary Public in and for the said State, personally appeared Larry J. Handley, to me personally known, who being by me duly sworn did say that that person is Manager of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members and the said Larry J. Handley acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company and by it voluntarily executed.



[Signature]
NOTARY PUBLIC IN AND FOR THE STATE
OF IOWA