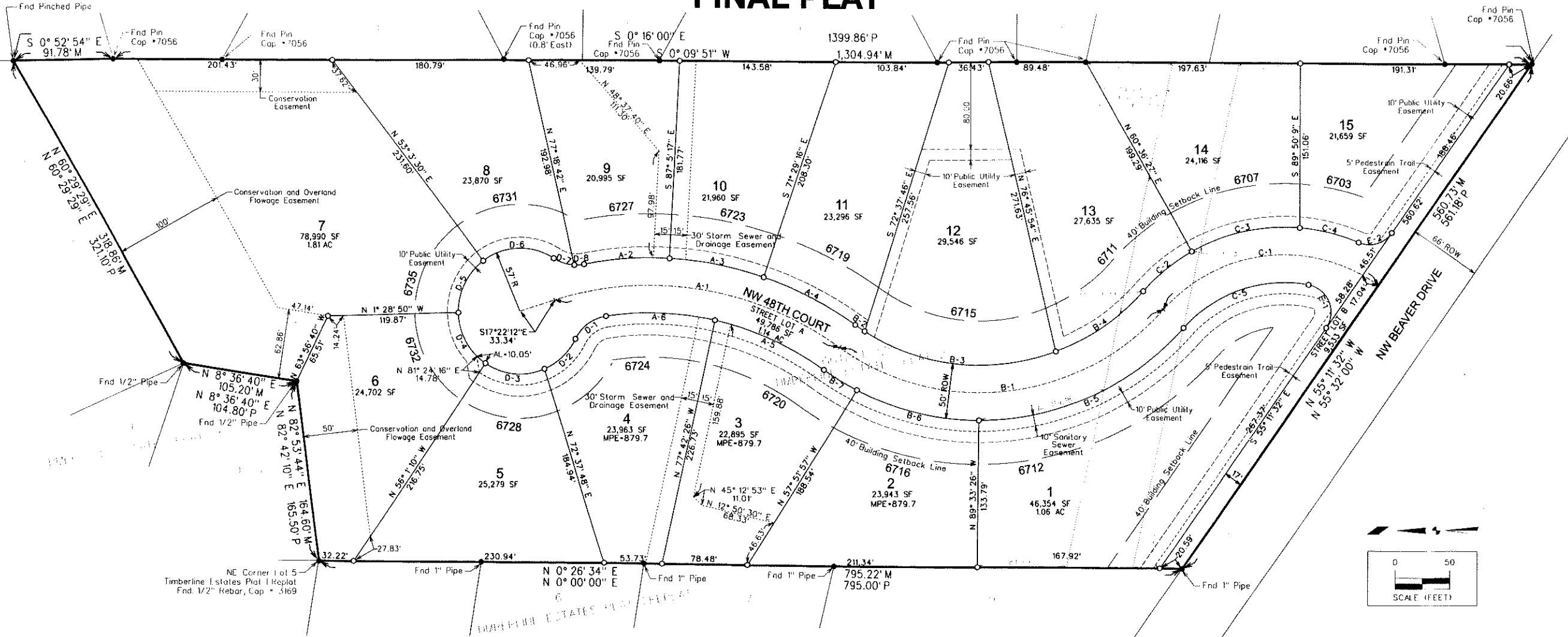


WOODBIDGE ESTATES PLAT 1

FINAL PLAT



CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
A-1	52° 37' 38" RT	300.00'	275.56'	148.36'	S 8° 56' 37" W 265.97'
A-2	14° 00' 50" RT	325.00'	79.49'	39.94'	S 4° 05' 42" E 79.29'
A-3	15° 36' 01" RT	325.00'	88.49'	44.52'	S 10° 42' 44" W 88.22'
A-4	16° 44' 42" RT	325.00'	94.98'	47.83'	S 26° 53' 05" W 94.64'
A-5	22° 57' 52" RT	275.00'	110.22'	55.86'	S 23° 46' 30" W 109.49'
A-6	21° 05' 22" RT	275.00'	101.22'	51.19'	S 1° 44' 52" W 100.85'
B-1	63° 29' 43" LT	200.00'	327.89'	200.80'	S 6° 29' 26" E 209.63'
B-2	2° 59' 11" RT	200.00'	10.42'	5.21'	N 33° 45' 50" E 10.42'
B-3	52° 22' 16" RT	200.00'	182.81'	98.35'	N 8° 05' 06" E 176.51'
B-4	28° 08' 16" RT	200.00'	98.22'	50.12'	N 34° 10' 09" W 97.24'
B-5	48° 40' 52" RT	250.00'	212.41'	113.09'	N 23° 53' 52" W 206.08'
B-6	26° 41' 26" RT	250.00'	116.46'	59.31'	N 13° 47' 17" E 115.41'
B-7	8° 07' 25" RT	250.00'	35.45'	17.75'	N 31° 11' 43" E 35.42'
C-1	83° 02' 45" RT	150.00'	150.00'	217.41'	S 61° 42' 55" E 198.88'
C-2	18° 50' 45" RT	175.00'	57.58'	29.04'	S 38° 48' 55" E 57.30'
C-3	33° 48' 59" RT	175.00'	103.29'	53.20'	S 12° 29' 03" E 101.79'
C-4	18° 15' 41" RT	175.00'	55.78'	28.13'	S 13° 33' 17" W 55.54'
C-5	58° 12' 41" RT	125.00'	127.00'	69.59'	S 19° 07' 57" E 121.61'
D-1	54° 51' 40" RT	38.00'	36.39'	19.72'	S 36° 13' 39" E 35.01'
D-2	40° 10' 31" RT	57.00'	39.97'	20.85'	N 43° 34' 14" W 39.15'
D-3	57° 27' 48" RT	57.00'	57.17'	31.25'	N 5° 14' 56" E 54.80'
D-4	54° 32' 20" RT	57.00'	54.26'	29.38'	N 61° 15' 00" E 52.23'
D-5	54° 32' 20" RT	57.00'	54.26'	29.38'	S 64° 12' 40" E 52.23'
D-6	69° 45' 23" RT	57.00'	69.40'	39.73'	S 2° 03' 49" E 65.99'
D-7	30° 10' 01" RT	38.00'	20.01'	10.24'	N 17° 43' 52" E 19.78'
D-8	13° 44' 59" RT	38.00'	9.12'	4.58'	N 4° 13' 38" W 9.10'
E-1	114° 50' 05" RT	75.00'	50.11'	39.12'	S 67° 23' 26" W 42.13'
E-2	77° 52' 40" RT	75.00'	33.98'	20.20'	N 16° 15' 12" W 31.42'

PLAT DESCRIPTION

OUTLOT "2", TIMBERLINE ESTATES PLAT 2, AN OFFICIAL PLAT RECORDED AT THE OFFICE OF THE POLK COUNTY RECORDERS IN BOOK "1", PAGE 27, POLK COUNTY, IOWA AND CONTAINING 11.44 AC (498,522 SF).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

OWNER/DEVELOPER

STEVENSON CUSTOM HOMES, INC.
2211 SW RIDGEWAY COURT
ANKENY, IA 50023-5424
DENNIS STEVENSON

ZONING

R-1 (100')

ENGINEER/SURVEYOR

SNYDER & ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
2727 SW SNYDER BOULEVARD
P.O. BOX 1159
ANKENY, IOWA 50023
515-964-2020

BULK REGULATIONS

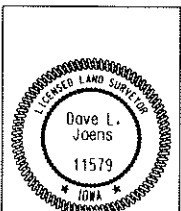
- MINIMUM LOT AREA = 15,000 SF
- MINIMUM LOT WIDTH = 100'
- FRONT YARD SETBACK = 40'
- REAR YARD SETBACK = 40'
- SIDE YARD SETBACK = 10'
- MINIMUM ONE SIDE = 10'
- SUM OF BOTH SIDES = 25'

NOTES

1. NO LOTS SHALL HAVE DIRECT ACCESS TO NW BEAVER DRIVE
2. THE FLOOD INSURANCE RATE MAP (FIRM) DESIGNATION IS ZONE X.
3. DRIVEWAYS CANNOT BE CONSTRUCTED AT THE LOCATION OF A MANHOLE, CLEANOUT OR INTAKE.

LEGEND

Survey	Found	Set
Section Corner	▲	○
1/2" Rebar, Cap # 11579 (Unless Otherwise Noted)	◆	○
ROW Marker	■	○
ROW Nail	□	○
Control Point	○	○
Bench Mark	○	○
Platted Distance	—	—
Measured Bearing & Distance	—	—
Recorded As	—	—
Dead Distance	—	—
Calculated Distance	—	—
Minimum Protection Elevation	—	—
Centerline	—	—
Section Line	—	—
1/4" Section Line	—	—
1/4" Section Line	—	—
Easement Line	—	—



I hereby certify that this land surveying work was prepared and the related surveying supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Dave L. Joens, PLS Date
License Number 11579
My License Renewal Date is December 31, 2006
Pages or sheets covered by this seal:
SHEET 3 of 8

WOODBIDGE ESTATES PLAT 1

FINAL PLAT

SNYDER & ASSOCIATES

2727 SW SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020

JOHNSTON, IOWA

MARYVILLE, MO
660-562-8888
CD. BLUFFS, IA
712-243-8856
CEDAR RAPIDS, IA
712-522-3302
515-362-9894

Engineer: CDD Checked By: BKC Scale: 1"=50'
Revised Per City Comments: 2/13/06 AWS
Revised Per City Comments: 2/16/06 AWS
Technician: AWS Date: 1/13/06 Field No: 105-0553
Project No: 105-0553
File No: D-2772

14
AMC v 8 3534



Doc ID: 023210370008 Type: GEN
Recorded: 01/22/2010 at 03:07:28 PM
Fee Amt: \$44.00 Page 1 of 8
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2010-00057100

BK 13341 PG 120-127

**DECLARATION OF RESIDENTIAL COVENANTS,
CONDITIONS AND RESTRICTIONS**

Recorder's Cover Sheet

Preparer Information:

Michael J. Green
666 Grand Ave., Suite 2000
Des Moines, Iowa 50309
Telephone: 515-242-2400

Taxpayer Information:

Corell Contractor, Inc.
1300 Lincoln Street
P.O. Box 65430
West Des Moines, Iowa 50265

Return Document To:

Michael J. Green
666 Grand Ave., Suite 2000
Des Moines, Iowa 50309

Declarant:

Corell Contractor, Inc.

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

**DECLARATION OF RESIDENTIAL COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WOODBIDGE ESTATES PLAT 1
JOHNSTON, POLK COUNTY, IOWA**

THIS DECLARATION, made this 21st day of January, 2010.

WHEREAS, Declarant is the owner of certain real property in and known as a part of Woodbridge Estates Plat 1, located in Johnston, Polk County, Iowa, more particularly described as:

Lots 1 through 11 and 13 through 15, WOODBRIDGE ESTATES PLAT 1, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa.

WHEREAS, Declarant is desirous of establishing covenants, restrictions, easements, conditions, uses, limitations and obligations on the above-described property.

NOW, THEREFORE, Declarant hereby publishes and declares that the above property shall be held, sold and conveyed subject to the following terms and conditions, all of which are for the purpose of protecting the value and desirability of the property and all of which shall run with the land and shall be a burden and a benefit to the land and all parties acquiring or owning any right, title or interest in any part of the property, their heirs, successors, assigns, grantees, executors, administrators and devisees:

I. DEFINITIONS

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided.

- A. Woodbridge Estates Plat 1 -- shall mean and refer to the real property located in the residential subdivision described above.
- B. Declarant -- shall mean Corell Contractor, Inc., their successors and assigns.
- C. Lot -- shall mean and refer to any individual parcel of land which is described above as shown upon the recorded plat of Woodbridge Estates Plat 1.
- D. 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 Woodbridge Estates Plat 1.

- E. Owner -- shall mean and refer to the record owner, whether one or more person or entities, legal or equitable title to any lot or building plot which is a part of Woodbridge Estates Plat 1.
- F. Outbuilding -- shall mean outbuilding/accessory structures not directly attached to the residence to which it is appurtenant.

II. DESIGNATION OF USE

DESIGNATION OF USE. All lots shall not be developed with more than one single-family dwelling and attached garage on each lot, and shall not be improved, used, or occupied for other than private residential purposes, or those uses provided for in the zoning ordinance of the City of Johnston, Iowa.

III. BUILDING TYPES

- A. No building or structure shall be constructed, altered or maintained on any building plot other than a detached single family dwelling with an attached private garage, except as permitted under Section XXI herein.
- B. No structure of any kind shall be moved onto any lot in this plat.
- C. The exterior of any residence, garage or outbuilding located on any lot shall be finished in an earthtone conservative color design that will blend well with the abutting subdivisions. All roof material shall be wood shake, wood shingles, textured asphalt, fiberglass shingles or slate or tile roof shingles.
- D. No dwelling shall be erected which does not have toilet, bath and kitchen sink connected to the sewage disposal facility available to this tract.
- E. No exposed concrete, concrete block or tile foundations shall be permitted and all exposed concrete or concrete block wall material shall be covered with brick or stone veneer or the equivalent or be painted.
- F. Siding shall be painted or prefinished hardiplank or vinyl (minimum 6" lap and .05" thick). Minimum roof pitch 8:12. Minimum roof eave, 8". Front elevation to be at least 25% covered by brick, stone, stucco or EFIS.

IV. BUILDING AREA

- A. No dwelling shall be constructed or permitted to remain upon lots 3 through 11 in this subdivision unless it meets the following ground floor area requirements: One story dwellings must have a main floor finished area of not less than 2000 square feet.
All multi-level dwellings including, but not limited to, split-levels, one and one-half story dwellings, two-story dwellings and dwellings having

more than two stories, must have finished areas of not less than 2,600 square feet.

- B. No dwelling shall be constructed or permitted to remain upon lots 1, 2, and 13 through 15 in this subdivision unless it meets the following ground floor area requirements: One story dwellings must have a main floor finished area of not less than 1600 square feet.
All multi-level dwellings including, but not limited to, split-levels, one and one-half story dwellings, two-story dwellings and dwellings having more than two stories, must have finished areas of not less than 2,000 square feet.

In the computation of ground floor area, the same shall not include any porches, breezeways, or attached or built-in garages.

In order to preserve the general design for the development of the whole of Woodbridge Estates Plat 1 as a fine residential section of Johnston, Iowa, no building plot of any kind, or any addition thereto, shall be erected upon any building plot in Woodbridge Estates Plat 1 unless the plan, design, building materials and location thereof shall have been first approved by the Declarant or such person or persons or corporate entity designated by it for this purpose. Approval of a plan shall not be unreasonably withheld.

V. PROXIMITY AND ACCESS TO STREET

No dwelling or other structure shall be located closer than 40 feet to any right-of-way line.

VI. GARAGES

No less than a two-car attached or built-in basement garage will be permitted. No recreational vehicle, motor home, boat, snowmobile, motorcycle or trailer may be parked or stored upon any lot unless the same is located within the garage.

VII. DRIVEWAYS

No dwelling or structure shall be constructed, altered or maintained on any building plot unless it has a driveway from a street running to the improved premises. All driveways shall be constructed of concrete, except as under XXI.

VIII. TEMPORARY STRUCTURES OR 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 building plot either temporarily or permanently. All recreational vehicles shall be parked or stored in a garage.

IX. SWIMMING POOLS

No above-ground swimming pools shall be permitted on any lot; only in-ground swimming pools may be constructed on any lot.

X. FENCES

- A. Fences shall not be constructed forward of the dwelling's back building line, and shall not obstruct any drainage easement. All fences shall be no more than six (6) feet in height, and shall be constructed of wrought iron or steel, with all surfaces covered with a black neoprene paint, epoxy or other similar coating, or of wood with white paint or brown stain.
- B. All fences shall be landscaped and screened with shrubs and bushes.

XI. SIGNS

No sign of any kind or description shall be placed, exposed to view or permitted to remain on any lot or any street adjacent thereto, except street markers, traffic signs and other signs displayed by the City of Johnston or by other governmental units, and except signs which have been approved by Declarant or its authorized agent not exceeding 144 square inches in area upon which there shall only be exhibited the street number or name, or both, of the resident. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those lots and remove said signs. Real estate signs by the Declarant will be permitted until such development is completed. Signs not exceeding 1,296 square inches in size, to show property for sale, shall be permitted. Developer shall have the right to three (3) 4' by 8' signs installed at the street entrance that accesses Woodbridge Estates Plat 1.

XII. TRASH RECEPTACLES

No trash receptacles or garbage cans shall be permitted to be placed outside a residence or garage except as necessary for regular collection.

XIII. UTILITIES

All utility connection facilities and services shall be underground. No individual water supply system shall be permitted on any building lot.

XIV. TOWERS, ANTENNAE AND SATELLITE RECEIVERS

- A. No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any lot or on any dwelling or garage. All

antennae shall be concealed within the attic space of the dwelling or garage.

- B. Direct broadcast signal parabolic antennae (satellite receivers) shall be no larger than twenty-four (24) inches in diameter and concealed from street view.
- C. No light poles shall be used or placed upon any lot which extend more than ten feet above grade, except for those to light tennis courts. All light poles shall be of residential design. All pole lights shall be positioned and directed so as not to constitute a nuisance to any other property owner.
- D. As to each of the above, in no instance shall the tower, antennae or pole be located closer than twenty (20) feet from any property line.

XV. LANDSCAPING AND SODDING

When a dwelling is constructed on a lot, the front yard and 15' into the sides and rear will be sodded. The front yard will also include a minimum of ten 5 gallon shrubs, ten 2 gallon shrubs and 200sf of mulch or stone.

XVI. NUISANCES

No noxious or offensive sounds, activities or odors shall be permitted on or to escape from any building plot, nor shall anything be done thereon which is, or may become, an annoyance or a nuisance, either temporarily or permanently.

XVII. LIVESTOCK AND POULTRY PROHIBITED

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot thereby restricted, 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 or cats be maintained on any one building plot at any one time. All such pets must be kept in the residence. No outside pet facilities are allowed.

XVIII. EASEMENTS

Easements for installation and maintenance of utilities, and surface water drainage facilities are reserved as shown on the recorded plat of Woodbridge Estates Plat 1. The owner or occupant of a building plot shall, at his own expense, keep and preserve that portion of the easement within his property in good repair and condition at all times, and shall neither erect nor permit erection of any building, structure or fences of any kind, nor permit any growth of any kind within said easement which might interfere in any way with the use and maintenance of the utility services and drainage areas located within the easements.

XIX. VEGETATION AND LANDSCAPING APPEARANCE, MAINTENANCE AND WEED CONTROL

- A. The Owner and/or person in possession of each lot, whether vacant or improved, shall keep the same well maintained, groomed and mowed, free of uncut weeds, rubbish, garbage and debris. Damaged or dead trees and shrubbery will be trimmed out or removed. Failing this, the Owner agrees that after receipt of written notice by certified mail from the Declarant, to mow or cut such vegetation, trim or remove such damaged trees or shrubbery, and/or remove such debris within ten (10) days, the Owner will be subject to a combination of remedies recognized at law or equity.
- B. Vegetation in conservancy easements, flowage easements, creek channels, drainage ways and/or timbered areas shall not become overgrown with weeds, but may be planted in ground-cover species appropriate to the topography and land form. Water flowage ways will not be altered so as to direct water flows on to an adjoining lot in a location significantly different from that in existence when the Plat was originally recorded.

XX. ENFORCEMENT

If any party shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for any owner owning any building plot in Woodbridge Estates Plat 1 entitled to the protection provided herein to prosecute proceeding in law or in equity against the person or persons violating or attempting to violate such covenants, conditions or restrictions, and to either prevent him or them from doing so or recover damages for such violations.

XXI. ACCESSORY STRUCTURES

Any tool shed or other out structure of like nature shall be properly screened by privacy fence or shrubbery not to exceed six (6) feet in height. Swimming pools, tennis courts, tool sheds or other accessory structure or improvements shall not extend farther than the rear line of the residence extended to the side lot lines and shall not be located within 20 feet of any side or rear lot line, subject to the City of Johnston ordinances. Roofs shall be pitched and covered with similar roofing to the principal structure. Siding shall be the same as the principle structure.

XXII. MODIFICATION OF RESTRICTIONS

The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect until December 2018, at which time said covenants, restrictions and provisions may be amended, modified, changed, extended or canceled, in whole or in part, by written agreement signed by the owner or owners of more than fifty (50) percent of the lots hereby restricted, which shall be recorded in the office of the Recorder of Polk County, Iowa, at least one (1) year prior to the original expiration date or to a

subsequent expiration date, whichever is applicable. However, Declarant has the right to amend said covenants, restrictions and provisions at any time during which Declarant has an ownership interest in any lot in Woodbridge Estates Plat 1.

XXIII. SURFACE WATER

The topography of Woodbridge Estates Plat 1 is such that surface water may flow from certain building plots onto other building plots. In regard to all matters concerning surface water, each building plot shall be subject to such easements as may exist for the flowage of surface water under the law of the State of Iowa, as may be in effect from time to time and all owners shall have such rights and obligations with respect thereto as may be provided by such law.

XXIV. SEVERABILITY

Invalidation of any of these covenants, conditions or restrictions by judgment or court shall in no way affect any of the other covenants, conditions or restrictions contained herein which shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of the day and year first above written.

CORELL CONTRACTOR, INC.

By: *Grant Corell*
Its: President

State of Iowa
County of Polk

This instrument was acknowledged before me on 1/21/10
by Grant Corell as President of Corell
Contractor, Inc.

C. S. Plummer
Notary Public in and for the State of Iowa

