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Revenue Tax:
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 200800074153
BK: 12603 PG: 153

Prepared by: R. Bradley Skinner, 204 8th St. SE, P.O. Box 367, Altoona, Iowa 50009 (515) 967-4264

***AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, REGULATION AND
RESTRICTIONS FOR DEER RUN PLAT 1***

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Eastern Polk Development L.C., an Iowa Limited Liability Company (hereinafter referred to as "Developer") is the owner of real estate being legally described as:

Lots 1 through 43, inclusive, and Lots 45 through 51 inclusive, in DEER RUN PLAT 1, an Official Plat, now included in and forming a part of the City of Mitchellville, Polk County, Iowa

WHEREAS, Declaration of Covenants, Conditions, Regulation and Restrictions for Deer Run Plat 1 were dated January 23, 2007, and filed of record October 4, 2007, at 3:37.03 p.m. in Book 12399 at Page 802 in the records of the Polk County Recorder's office

NOW COMES Eastern Polk Development, L.C., an Iowa Limited Liability Company, as more than three-fourths (3/4) of the owners of the Lots in Deer Run Plat 1, and hereby amends the Declaration of Covenants, Conditions, Regulation and Restrictions for Deer Run Plat 1 as follows:

ARTICLE II
Building Standards

- 3. Except as otherwise provided herein, Dwellings shall have a minimum square footage as follows:
 - a) One story dwellings must have a ground floor finished area of not less than 1150 square feet
 - b) One and one-half story dwellings must have not less than 1200 square feet of finished floor area.

- c) Two story dwellings must have not less than 1250 square feet of finished floor area
- d) Other sizes and plans need to be approved by the Developer.

In the computation of minimum square footage, the same shall not include porches, decks, three or four season porches, breezeways, driveways, sidewalks, approaches or garages.

ARTICLE V
Amendments to Covenants

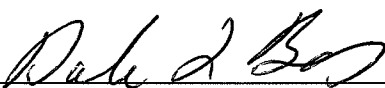
These covenants may be amended from time to time by the affirmative vote of not less than three-fourths (3/4) of the owners of Lots to which these covenants apply; but the owner or owners of such Lots shall be entitled to cast, in the aggregate, only one (1) vote on account of each lot owned thereby.

Notwithstanding any other provision of these Covenants, Eastern Polk Development, L.C., shall be deemed to have the exclusive right to amend these Covenants until Eastern Polk Development, L.C. no longer has an ownership interest in any lots in Deer Run Plat 1.

That all other provisions of the Declaration of Covenants, Conditions, Regulation and Restrictions for Deer Run Plat 1 were dated January 23, 2007, and filed of record October 4, 2007, at 3:37.03 p.m. in Book 12399 at Page 802 in the records of the Polk County Recorder's office not amended by this Amendment shall remain in full force and effect.

Dated this the 27 day of March, 2008.

EASTERN POLK DEVELOPMENT, L.C.



By: Dale L. Bos
Its: Member

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this the 27 day of March, 2008, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **DALE L. BOS**, to me personally known, who by me being duly sworn does say that he is a Member of said Limited Liability Company, that no seal has been procured by said Company, that said instrument was signed on behalf of said Company by authority of its Board of Directors, that said **DALE L. BOS**, as such

officer, acknowledged the execution of said instrument to be the voluntary act and deed of said Company, by it and by him voluntarily executed.

Lois Jean Skinner

Notary Public in and for the State of Iowa

Lois Jean SKINNER



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C14



Doc ID: 020423440008 Type: GEN
Recorded: 10/04/2007 at 03:37:03 PM
Fee Amt: \$42.00 Page 1 of 8
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2008-00029420

BK **12399** PG **802-809**

RETURN TO:

Prepared by and Return to: R. Bradley Skinner, 204 8th Street S.E., P.O. Box 367, Altoona, Iowa 50009 (515) 967-4264

**Declaration of Covenants, Conditions,
Regulation and Restrictions for
Deer Run Plat 1**

870899

The undersigned Declarant, Eastern Polk Development, L.C. is the Owner of certain real property to be platted and known as Deer Run Plat 1, located in the City of Mitchellville, the County of Polk in the State of Iowa, the legal description of which is set forth in Exhibit "A" attached and by reference made a part hereof.

Declarant is desirous of protecting the value and desirability of the whole of Deer Run Plat 1.

NOW THEREFORE, Declarant hereby declares that all of the real property described above, namely all lots within Deer Run Plat 1, inclusive, shall be held, acquired, sold, assigned, transferred, encumbered, and conveyed subject to the following covenants, conditions, regulations and restrictions which are for the purpose of protecting the value and desirability of said real property, and which shall run with the real property and be binding on all parties having any rights, 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. In the event any of these covenants, conditions, regulations and restrictions hereinafter set forth are in conflict with those standards set by the City of Mitchellville, or any other jurisdiction body, the more restrictive standards shall prevail.

ARTICLE I
Introduction

Definitions:

1. "Declarant" shall mean and refer to Eastern Polk Development, L.C. its successors or assigns.
2. "Developer" shall mean and refer to Eastern Polk Development, L.C. its successors or assigns.

3. "Lot" shall mean and refer to any individual parcel of land shown upon the recorded plats of Deer Run Plat 1 other than streets or outlots.
4. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is part of Deer Run Plat 1, including contract sellers and purchasers.

ARTICLE II
Building Standards

A. Review of Building and Site Plans.

1. Good and proper aesthetic design is an important covenant for buildings within the Deer Run Plat 1. Effort shall be made to construct buildings which compliment and harmonize with other architecture in the development, and with the natural environment in the area. The highest standards of structural quality and architectural design are encouraged.
2. Criteria and Guidelines:
 - a) The architectural character of any structure shall be in harmony with and compatible with those structures in the neighboring environment.
 - b) The architectural character of the proposed structure shall be in harmony with and compatible with the architectural character hereinafter adopted for any given area of the Development.
 - c) Excessive similarity or dissimilarity of design, unless an extension of an existing building, may be considered harmful and inappropriate.
 - d) Exterior foundations exposed above finish grade, which are not faced with brick or stone, must be painted.
 - e) Roof materials must be high quality asphalt shingles or wood shakes (i.e. Timberline 25 or equal). Standard 3-tab shingles permitted.
 - f) Exterior colors in medium earth tones are encouraged. No bright colors shall be permitted including but not limited to orange, pink, black, purple, violet, and bright green.
 - g) All satellite dishes, antennae and/or towers and mounting devices therefore shall receive approval of the Developer as to the size, type design, and location prior to installation. The Developer may, at its discretion, deny such approval, lot by lot. They must be grey or black in color and shall not be over twenty-four (24) inches in diameter.

- h) Solar collectors must be approved by the Developer.
- 3. Except as otherwise provided herein, Dwellings shall have a minimum square footage as follows:
 - a) One story dwellings must have a ground floor finished area of not less than 1000 square feet.
 - b) One and on-half story dwellings must have not less than 1200 square feet of finished floor area.
 - c) Two story dwellings must have not less than 1250 square feet of finished floor area.
 - d) Other sizes and plans need to be approved by the Developer.
- 4. All dwellings shall have at least a two car attached garage. Detached garages shall be permitted.
- 5. Front gables must have a minimum roof pitch of six (6) to twelve (12). Other roof pitches must be approved by the Developer. No homes shall have less than a six (6) to twelve (12) roof pitch on the main body of the home.
- 6. All homes must have a minimum of 120 square feet of stone, brick and/or Dryvit, unless otherwise approved by the Developer.
- 7. No manufactured home, mobile home or modular home as defined under Iowa Code Section 435.1 shall be erected or maintained on any lot within this development. Panelized construction is permitted.

B. Plans and Specifications to be submitted to the Developer.

Construction must start within six (6) months of purchasing lot and be finished within twelve (12) months of purchasing lot, unless otherwise authorized by Developer. No construction shall commence on the property until the City of Mitchellville has issued a building permit.

ARTICLE III
Performance Standards

A. Site Development.

- 1. No fences, walls, hedges or barriers shall be permitted upon or adjoining property lines except as follows:
 - a) Hedges not exceeding three (3) feet in height are permitted along front property lines and side property lines in the front yard setback areas.

- b) Walls, fences and hedges, not exceeding six (6) feet in height are permitted along rear property lines and side property lines behind the centerline of the house built on a lot. No fences may be built forward of the centerline of the house built on a building plat or lot.
 - c) The fence material shall be mounted on the exterior face the fence posts. Wood fence shall be natural color or same color as dwelling. No snow fence or temporary fence of any kind shall be permitted on any lot. Black vinyl and chain link fencing may be approved.
 - d) In any event, fences, hedges and walls, to the extent permitted herein, shall require approval of the City of Mitchellville, before installation or planting.
2. The owner of each lot will, at their cost, provide and plant two trees; one of which shall be placed in the rear yard and one to be placed in the front yard. In addition, the Developer may, at its discretion, provide and plant at its cost one or more trees in the curb parking area. The owner shall remove and replace, at owner's cost, any dead trees. All trees and any replacements thereof shall have a minimum 1 1/2 " trunk diameter, measured 6" vertically from ground level.
 3. Subject to approval from the United States Postal Service, all mailboxes shall be the standard Deer Run Plat 1 mailbox specified by the Developer. No other mail boxes are permitted. It shall be the homeowner's responsibility to maintain or replace the mailbox if necessary.
 4. The minimum side yard, front yard, and rear yard setback requirements shall be determined by the applicable City of Mitchellville zoning ordinance.
 5. Lighting for drives and parking shall be placed to avoid directing light on adjoining property and shall complement existing street lighting.
 6. Lot areas and drives shall be hard-surfaced using Portland cement (No asphalt).
 7. Lot areas not occupied by structures, walks, and drives or landscaping shall be sodded or seeded within one hundred fifty (150) days after occupancy of the structure upon the lot.

B. Lot Appearance.

1. In order to maintain an attractive overall appearance and preserve natural beauty, certain items shall be placed out of public view, such as incinerators, garbage cans, clothesline, lawn or garden equipment,

building materials not a part of a visible construction project and motorcycle, car, or other vehicle torn down or stored.

2. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot, block or Common Area or driveway in the said subdivision.
3. No commercial type truck tractors or trailers shall be permitted to be parked on the streets or lots or any other place within the plats at any time except for temporary periods during construction.
4. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot hereby restricted, except that dogs, cats, and other common pets may be kept so long as they are not kept, bred, or maintained for commercial purposes.
5. Any dog run, trash receptacle, tool shed or other outside structure of like nature shall be properly screened by decorative fence or, a dog run may be surrounded by chain link fence if this fence is screened from public view by wood fence.
6. There shall be no occupancy of temporary structures or partially completed structures.
7. Storage sheds, metal buildings and attached buildings or structures shall be prohibited, except for sheds or buildings approved by the City of Mitchellville.
8. All lot owners shall keep their lots, whether improved or not, free of weeds, debris, and or trash. All ground cover and/or plantings of trees, shrubs, flowers, etc. shall be mowed, trimmed, and/or pruned regularly and not be left unattended or allowed to become unattractive to the neighborhood.
9. Wood kept on the premises for use in domestic fireplaces shall be neatly stacked behind the dwelling out of sight from public view and shall not consist of more than one such stack and shall not be in excess of 4'x4'x8 in size.
10. Trash receptacles are to be screened and out of sight from public view, except such receptacles may be placed curbside on collection day only. All trash must be constrained at all times and not allowed to be blown or strewn about the neighborhood by wind, animals, etc.
11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Deer Run Plat 1. The owner or occupant of a building plat shall, at his/her expense, maintain, keep, and preserve that portion of the easement within the building plat at all times in good repair and condition and shall neither erect nor permit erection of any building or structure of any kind, nor permit any growth of any kind within the easement which might interfere

in any way with the use and patrolling of any of the utility services and drainage with the easements.

ARTICLE IV
Enforcement of Covenants

The covenants shall be deemed to run with the land to which they apply, and the Development Board and/or the owner of any Lot to which these covenants and restrictions apply may bring an action in any court of competent jurisdictions enforce these covenants and enjoin their violation or to recover damages for the breach thereof or for any other remedy or combination of remedies recognized at law or in equity.

ARTICLE V
Amendments to Covenants

These covenants may be amended from time to time by the affirmative vote of not less than three-fourths (3/4) of the owners of Lots to which these covenants apply; but the owner or owners of such Lots shall be entitled to cast, in the aggregate, only one (1) vote on account of each lot owned thereby.

ARTICLE VI
Period of Covenants

All of the forgoing covenants, conditions, regulations and restrictions shall continue and remain in full force at all times as to the property described in Exhibit "A" of this Declaration and as to the owners of any lot in such premises regardless of how title was acquired, until the commencement of the calendar year 2017, at which time all said covenants shall be automatically extend for successive periods of years unless, by a vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole in part. This article does not prevent an amendment as allowed under Article VI.

ARTICLE VII
Enforceability and Waiver

- A. No delay or omission on the part of the Developer or any owner of land to which these covenants, conditions, regulations, and restrictions apply in exercising any rights; power or remedy herein allowed in the event of any breach of the covenants, conditions, regulations or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein. No right or action shall accrue and no action shall be brought or maintained by anyone whomsoever against Eastern Polk Development, L.C., its successors or assigns, it's agent or representative for or on account of any action or inaction taken or not taken thereby in connection herewith.
- B. In the event that any one or more of the foregoing covenants, conditions, regulations or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not

in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, regulations and restrictions not so expressly held to be void and the remainder thereof shall remain in full force and effect.

- C. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then and in that event, such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Iowa, and as shall be determined by the court as being reasonable.
- D. All property subject hereto shall also be subject to any and all rights and privileges of the City of Mitchellville, Iowa, and or Polk County, Iowa, acquired or hereafter acquired by said town or Country by dedication, conveyance, filing or recording of plats or covenants as authorized by law. Wherever there be a conflict as between these covenants and/or the zoning ordinance or law of the city, County or state within which the subject property is located, that which is most restrictive shall be binding.

IN WITNESS WHEREOF, Eastern Polk Development, L.C., as Declarant has caused this instrument to be executed by its duly authorized officers this 23rd day of January, 2007.

Eastern Polk Development, L.C.

By: Randal L. Meiners
Randal L. Meiners

LEGAL DESCRIPTION FOR DEER RUN PLAT 1

THAT PART OF THE SE ¼ OF THE SE ¼ OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, ALSO KNOWN AS LOTS 6-17, 19, 20, 24-36, OUTLOT "X", A PORTION OF STREET LOT "A", AND ALL OF STREET LOTS "B", "C", "D" AND "E" OF CLARK'S LAKE VIEW ESTATES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 1; THENCE N89°59'20"E ON THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 1, A DISTANCE OF 1308.85 TO THE SW CORNER OF THE SE ¼ OF THE SE ¼ OF SAID SECTION 1; THENCE N00°24'36"E A DISTANCE OF 33' TO THE SW CORNER OF LOT 18 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE N00°24'36"E A DISTANCE OF 200.55' TO THE NW CORNER OF LOT 18 OF SAID CLARK'S LAKE VIEW ESTATES, SAID POINT BEING THE POINT OF BEGINNING.

THENCE N00°24'36"E A DISTANCE OF 1086.54' TO THE NW CORNER OF THE PROPERTY LINE OF SAID CLARK'S LAKE VIEW ESTATES, SAID POINT ALSO BEING THE NW CORNER OF THE SE ¼ OF THE SE ¼ OF SECTION 1-79-22; THENCE S89°49'19"E A DISTANCE OF 420.73' TO THE NW CORNER OF LOT 4 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE S00°00'00"W A DISTANCE OF 16.37' TO THE NE CORNER OF LOT 5 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE S45°00'00"W A DISTANCE OF 125.00' TO THE NW CORNER OF LOT 5 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE S45°00'00"E A DISTANCE OF 200.00' TO THE SW CORNER OF LOT 5 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE S61°43'51"E A DISTANCE OF 52.21' TO THE NW CORNER OF LOT 37 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE S44°59'15"E A DISTANCE OF 150.00' TO THE SW CORNER OF LOT 37 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE N90°00'00"E A DISTANCE OF 89.75' TO THE SE CORNER OF LOT 37 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE S00°00'00"W A DISTANCE OF 50.00' TO THE SW CORNER OF LOT 38 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE N90°00'00"E A DISTANCE OF 299.58' TO THE SE CORNER OF LOT 40 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE S00°00'41"W A DISTANCE OF 528.86' TO THE NE CORNER OF LOT 23 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE N90°00'00"W A DISTANCE OF 100.07' TO THE NW CORNER OF LOT 23 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE S37°51'48"W A DISTANCE OF 164.30' TO THE NW CORNER OF LOT 22 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE S90°00'00"W A DISTANCE OF 220.00' TO THE NW CORNER OF LOT 21 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE S00°00'00"E A DISTANCE OF 200.08' TO THE SW CORNER OF LOT 21 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE S89°59'20"W A DISTANCE OF 393.24' TO THE SW CORNER OF LOT 19 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE N00°20'23"E A DISTANCE OF 200.16' TO THE NW CORNER OF LOT 19 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE S89°59'06"W A DISTANCE OF 110.05' TO THE NE CORNER OF LOT 18 OF SAID CLARK'S LAKE VIEW ESTATES; THENCE N89°47'04"W A DISTANCE OF 99.78' TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 21.58 ACRES MORE OR LESS AND IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.