

Prepared by & Return to: Jacob M. Oeth, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312 (515) 279-9059

**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS
AND RESTRICTIONS FOR STRATFORD CROSSING**

THIS DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR STRATFORD CROSSING (this "Declaration") is dated this 28th day of June, 2019 by **STRATFORD CROSSING, LLC**, an Iowa limited liability company ("Declarant") as owner and developer of certain real property legally described as follows (collectively, the "Lots"):

Lots 1 – 3 in Stratford Crossing Plat 1, an Official Plat in Waukee, Dallas County, Iowa.

WHEREAS, Declarant desires to establish and place certain residential covenants, conditions and restrictions upon the Property and to reserve certain easements for the benefit of the Property and each Owner thereof.

NOW, THEREFORE, Declarant hereby declares that the Property 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 the Property, and which shall run with the land and be binding on all parties having any right, title or interest in the 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. "Additional Land" shall mean and refer to any land annexed and subjected to this Declaration.

Section 2. "City" shall mean and refer to the city of Waukee, Iowa.

Section 3. "County Recorder" shall mean and refer to the office of the Recorder for Dallas County, Iowa.

Section 4. "Declarant" shall mean and refer to Stratford Crossing, LLC, an Iowa limited

liability company, its successors or assigns.

Section 5. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Stratford Crossing to which the Property is subject, as the same may be amended from time to time.

Section 6. "Lot" shall mean and refer to an individual parcel of land within the Property which is platted for a single-family residential dwelling, and such additional numbered lots as may hereafter be annexed and subjected to this Declaration.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot.

Section 8. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

Section 9. "Plat" shall mean and refer to the official plats of the Property filed in the records of the office of the County Recorder.

Section 10. "Property" shall have the meaning set forth on Page 1 and shall include any Additional Land when annexed and subjected to this Declaration.

ARTICLE II **DESIGNATION OF USE**

Section 1. Designation of Use. All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City.

Section 2. Marketing of Homes and Offices. Declarant reserves the right to use any of its Lots as models and to sell, assign, or conduct other business in connection with the construction and development of the Property from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain model homes, erect signs, maintain an office, staff the office with employees, and to show any of its Lots then unsold. No Owner shall interfere with the construction of improvements and sale of the Lots by Declarant.

ARTICLE III **BUILDING TYPES**

Section 1. Building Types. No building or structure shall be constructed, altered or maintained on any Lot other than the dwelling or replacement thereof. No building or structure of any kind shall be moved onto any Lot. The construction of any building or structure on any Lot

shall be performed utilizing then acceptable construction methods and procedures, including (but not limited to) on-site "stick-built" construction and/or off-site modular or panelized construction.

Section 2. Temporary Structures. No temporary building or structure shall be built or maintained on any Lot. No Outbuilding, trailer, camper, motor home, watercraft, basement, tent, shack, shed, garage, barn, outhouse, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 3. Accessory Structures. Each Lot may have no more than one (1) customary and traditional accessory structure such as a tool shed, garden house, in-ground swimming pool, tennis court and the like. No above-ground or non-permanent swimming pools shall be permitted on any Lot. Any trash receptacle, dog kennel or run, or Outbuilding shall be properly screened by a privacy fence or shrubbery. Any dog kennels or runs, swimming pools, tennis courts, Outbuildings and other accessory structures and improvements shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within twenty (20) feet of any side or rear Lot line, as the minimum distance established by the zoning ordinance of the City or the minimum distance as established in the Plat as recorded, whichever is the more restrictive.

ARTICLE IV **BUILDING AREA, DESIGN AND CONSTRUCTION**

Section 1. Building Area and Design. No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements.

- A. One and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,800 square feet; ranch or one-story dwellings must have a finished area of not less than 1,500 square feet.
- B. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.
- C. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.
- D. All dwellings must be constructed using hardboard siding by LP SmartSide or cement board siding by James Hardie or other brands approved in writing by Declarant as being acceptable exterior siding. No vinyl siding shall be permitted.
- E. All exterior painted portions of any dwelling or garage located on any Lot shall be finished with earth tone colors approved in writing by Declarant. Prior to commencement of painting of the exterior of any dwelling, a sampling of the approved exterior color(s) chosen by the owner shall be applied to the dwelling to be viewed by Declarant for final color approval. All exterior painted portions of

dwellings that are repainted shall be repainted in one of such earth tone colors approved in writing by Declarant.

- F. All dwellings must be constructed using a minimum of twenty-five percent (25%) brick or stone on the front elevation of the dwelling.
- G. All roof material shall be CertainTeed brand in earth tone colors or shingle of equal color, quality and appearance thereto or other brands approved in writing by Declarant as being acceptable roofing material and color.
- H. All Outbuildings and dog houses shall be consistent in external appearance, color and building material as the dwelling constructed upon the Lot.
- I. All utility connection facilities and services shall be underground.
- J. The single-family dwelling on each respective Lot shall be under construction within twenty-four (24) months from the date of conveyance of such Lot by Declarant.
- K. All dwellings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

Section 2. Sod. Within ninety (90) days of completion of a dwelling upon a Lot, all portions of the Lot shall be fully sodded, except Declarant may permit seeding to the rear lot line for those Lots with longer rear yards, or where the topography or creek slopes do not permit. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.

Section 3. Garages and Driveways. All dwellings shall have a minimum of a two-car attached garage. All dwellings shall have a driveway of not less than 16 feet in width and running from city street to the garage. Detached garages are strictly prohibited.

Section 4. Fences. All fences shall be either wood, black vinyl coated chain link, PVC vinyl or other material approved by Declarant as being acceptable fencing. Any fence constructed on a Lot shall be constructed using only one of the foregoing material types so that the posts, framing and screening are of matching material and color. There shall be no mixing or combination of different fencing materials allowed. 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 chain link fence around a dog run, shall be permitted unless it is a black vinyl coated fence. No fences may be built or maintained within the front building setback areas as shown on the Plat as recorded and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. All fences shall be kept in good repair and attractive appearance. No fences may be built or maintained on any Lot prior to commencement of construction of the single-family dwelling and issuance of an occupancy permit.

Section 5. Mailboxes. Neighborhood mailbox cluster units shall be installed according to United States Postal Service regulations. The Owner and/or occupant of the Lot 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. Individual mail boxes installed by an Owner and/or occupant of a Lot are strictly prohibited.

ARTICLE V
STORM WATER DISCHARGE PERMITTING REQUIREMENTS

Section 1. Erosion Control. The Owner and/or occupant of each Lot, jointly and severally, whether vacant or improved, their agents, assigns, 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 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.

Section 2. Storm Water Discharge Permit. 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 to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot.

Section 3. Indemnity. During the ownership of the Lot, the Owner shall protect, defend, indemnify and hold the Declarant and the other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup 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.

ARTICLE VI
ARCHITECTURAL REVIEW

Section 1. Architectural Review. No building or structure, nor any addition or alteration thereof, shall be constructed or substantially altered on any Lot unless and until a design plan and a site plan (collectively the "Plans") have been submitted to and approved by Declarant. The Plans shall contain details of design, color scheme, elevation, site grade, landscaping, fencing, roofing, sidewalks, driveways, and other similar matters. The Plans shall also state the type of construction, including external details and materials. Declarant shall, within thirty (30) days from the date of submittal of the Plans, deliver to the Owner written approval of, rejection of or required changes to the Plans. The intent of this provision is to ensure that buildings and structures are developed in reasonable harmony within the Property and that the covenants, restrictions and conditions contained herein are met in connection with such development.

ARTICLE VII
SIGNS AND HOME-BASED OCCUPATIONS

Section 1. Signs. No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the City by other governmental entities or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, (iii) a customary sign (one per Lot) advertising a home for sale, not exceeding 1,296 square inches, and (iv) signs which have been approved by the Declarant in writing advertising the builder or for promotional or marketing purposes. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the Declarant is hereby given the right to enter upon such Lot and remove such signs. Declarant reserves the right to install entrance and directional signs with respect to the Property, at locations and of design determined by the Declarant in a manner consistent with the ordinances of the City.

Section 2. Home Occupations. No home occupation shall be conducted or maintained on any Lot other than one that is incident to a business, profession or occupation of the Owner or occupant of any such Lot and that is generally or regularly conducted by such Owner or occupant in another location away from such Lot. No child-care service or activity shall be regularly conducted on any Lot, except for incidental childcare activities for the sole benefit of the Owner of a Lot. Nothing contained herein shall be construed or interpreted to affect the activities of Declarant in the sale of Lots as a part of the development of the Property.

ARTICLE VIII
EASEMENTS

Section 1. Utility and Other Easements. Easements for installation and maintenance of public utilities, sidewalks, and drainage facilities are reserved as shown on the Plat. 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 Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, fence, structure or other improvement of any kind within the easement areas, nor permit any growth of any kind (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easement areas. Any berm or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed. No creek, stream, drainage or detention easement running through any Lot shall be dammed or altered in any way by any person or entity other than Declarant.

Section 2. Surface Water. The topography of the Property is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws 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 laws.

Section 3. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances and emergency personnel, public and private, over and upon all Lots and any sidewalk within the Property.

Section 4. Additional Easement Rights. Declarant reserves unto itself, for the benefit of all Lots and Owners, an easement right, title, and authority to relocate, alter or otherwise change the location of any drainage, utility or sewer easement and to grant such further easements, licenses, and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Property. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, or other easement, license or right-of-way by written instrument, or amendment to the Plat. Each Owner shall take title subject to the right and easements reserved herein; provided, however, the rights reserved in this Section shall not be exercised in a manner which unreasonably and adversely affects any dwelling or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any Lot.

ARTICLE IX ADDITIONAL RESTRICTIONS

Section 1. Maintenance by Owner. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, rubbish, weeds and debris and to keep the lawn and landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the dwelling and all other accessory structures and improvements upon the Owner's Lot in good repair and condition.

Section 2. Certain Animals Prohibited. No animals, livestock, horses, snakes or poultry of any kind shall be raised, bred or kept on any Lot 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 a total of two (2) dogs and/or cats be kept at any Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling, and dog runs, if any, must be 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. Dog runs must be completely screened or otherwise hidden from view from any other Lot and all streets within the Property. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard or dog run. The Owner shall be responsible for prompt removal and disposal of all waste from their pets.

Section 3. Nuisances. No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance

or a nuisance, either temporarily or permanently.

Section 4. Trash Receptacles. No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling unless hidden by an attractive screen or shrubbery of suitable height, or unless 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 no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling within twelve (12) hours following the scheduled pick up of such trash.

Section 5. Towers and Antennas. No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings or on garages. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) inches or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling on a Lot shall be permitted for the cable from such exterior tower, antenna or receiver dish. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground, on dwellings or on garages.

Section 6. Trailers and Parking. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no trailer, camper, motor home, watercraft, recreational vehicle, commercial vehicle, unlicensed or inoperable vehicle or any other motorized vehicle or mechanical equipment may be parked or maintained on any Lot (except inside a garage or other vehicle enclosure out of view from the street and abutting Lots), or on any driveway in the Property, or on the public street, other than on a temporary basis; provided that this restriction shall not apply to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or other vehicle enclosure out of view from the street and abutting Lots.

Section 7. Storage of Personal Property. No personal property shall be stored or left upon a Lot except within the residential structure or garage located upon the Lot. Garage doors shall be kept closed except during times of access to the garage.

Section 8. Security Lighting. Security or decorative lighting for driveways, parking and other areas shall be designed, located and directed in a manner which will avoid direct lighting onto adjoining Lots.

Section 9. Peaceful Possession. No activity shall be allowed that unduly interferes with the peaceful possession and use of the Property by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

Section 10. Lots Owned by Declarant. The Owners shall not interfere with the completion of the contemplated improvements and the sale of the Lots by the Declarant. Declarant may make such use of the unsold Lots as may facilitate such completion and sale, including, but

not limited to, the maintenance of a sales office, model home, the showing of the property and the display of signs.

ARTICLE X **GENERAL PROVISIONS**

Section 1. No Waiver. Failure of the Declarant or any Owner to enforce any covenant, condition or restriction of this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 2. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the Owners and all parties claiming under them, and the City (if it so elects by approval of its City Council) shall have the right to enforce the covenants, conditions, and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 3. Assignment of Declarant's Rights. Declarant shall have the right to assign all of its rights and obligations as Declarant under this Declaration to any person, corporation or other entity. The assignee of any such assignment shall be responsible for Declarant's duties and obligations under this Declaration. Declarant shall make such assignment by written instrument recorded in the Office of the County Recorder.

Section 4. Amendment. This Declaration may be amended or changed from time to time by an instrument filed in the office of the County Recorder, signed or approved in writing by the affirmative vote of not less than two-thirds (2/3) of the Owners, provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Notwithstanding the foregoing, this Declaration may be amended by Declarant without approval by the other Owners so long as Declarant has any ownership interest in the Lots. Such amendments or modifications shall be effective the date the amendment or modification has been filed with the County Recorder.

Section 5. Duration. The easements granted herein shall be perpetual in nature. All covenants, conditions, restrictions and reservations created by this Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the provisions hereof, but the same shall remain in full force and effect.

ARTICLE XI
ADDITION OF PROPERTY

Section 2. Subjecting Additional Land to Declaration. Declarant shall have the irrevocable right to subject Additional Land to the terms of this Declaration at any time in the future. The Additional Land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the Additional Land shall be subject to the same applicable terms, conditions and duties as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the County Recorder. No approval of the Owners or any other person shall be necessary.

ARTICLE XII
ENFORCEMENT AND WAIVER

Section 1. In the event that any one or more of the foregoing covenants, conditions 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 and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

Section 2. The Property shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plats for the Property, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.

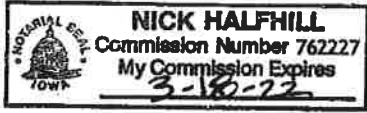
Section 3. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Property.

STRATFORD CROSSING, LLC,
an Iowa limited liability company

By: 
William B. Spencer, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on July 9, 2019, by William B. Spencer, Manager of Stratford Crossing, LLC.



By: Nick Halfhill
Notary Public