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2000 SEP 27 P 3 06

CAROL HOL. RECORDER
DALLAS COUNTY, IOWA

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DECLARATION

OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Van Meter Development Corporation Joint Venture, its representatives, successors, and assigns (hereinafter referred to as "DECLARANTS"),

WITNESSETH:

WHEREAS, Declarant is the owner of certain property, (hereafter referred to as "THE PROPERTY"), in the City of Van Meter, Dallas County, State of Iowa, which is more particularly described as:

Lots 1 through 26, Whispering Pines, an Official Plat to be included in and forming a part of the City of Van Meter, Dallas County, State of Iowa, as shown in the Office of the Dallas County Recorder, Plat Book 2000, Page 9936.

WHEREAS, the Declarant has prepared a certain Plat of Survey recorded in Book 2000, Page 9936.

See attached plat of survey.

NOW THEREFORE, in consideration for the benefits derived therefrom, the present owners as listed above, do hereby reserve and impose the following covenants and restrictions on all lots in Whispering Pines and any lot or portion thereof, heretofore or hereinafter deeded to any governmental unit for street or road purposes except such exceptions as may appear hereinafter. Please note that these Restrictive Covenants supersede any Restrictive Covenants on the subject real estate that have heretofore been filed of record; that these Restrictive Covenants are the only Restrictive Covenants on Whispering Pines.

1. DESCRIPTION OF LOTS:

All lots in Whispering Pines shall be known and described as residential lots, and shall not be improved, used or occupied for other than private residential purposes.

2. BUILDING TYPES:

No building or structure shall be constructed, altered or maintained on any building plot, other than a one-detached single-family dwelling.

3. BUILDING AREA:

No dwelling shall be constructed or permitted to remain upon any building plot in this subdivision unless it meets the following floor area requirements:

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- A. One story dwelling must have a ground floor finished area of not less than 1,100 square feet.
- B. One and one-half story dwellings must have a total on the main floor and second floor of not less than 1,100 square feet.
- C. Two story dwellings must have a total on the main floor and second floor of not less than 1,240 square feet.
- D. Split-entry dwellings must have a total finished floor area of not less than 1,180 square feet.
- E. Split-level dwelling must have not less than a total finished floor area of 1,180 square feet.
- F. In the computation of floor area, the same shall not include porches, breezeways, or attached or built-in garages.

4. **ROOFS:**

All roofs shall be no less than 5/12 pitch.

5. **BUILDING SETBACK:**

No building shall be erected on a lot nearer than the building setback lines as shown on the recorded plat.

6. **GARAGES:**

Each dwelling shall have at least a two car attached garage.

7. **DRIVEWAYS:**

With the exception of storage sheds, no building or structure shall be constructed, altered, or maintained on any building plot, unless it has a driveway from a public street running to the home which must be of sufficient area to park at least two (2) cars entirely off the street. All driveways should be constructed of portland cement concrete or bimminous asphalt concrete surfacing.

8. **STORAGE BUILDINGS:**

All storage buildings shall be constructed of similar construction to the exterior siding and roofing of the home.

9. **TEMPORARY STRUCTURES OR EQUIPMENT:**

No building or structure of 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.

10. **SIGNS:**

No signs 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 displayed by the City of Van Meter, Iowa, or by other governmental units, and signs not exceeding one hundred (100) square inches in area upon which shall be placed or exposed to view on any of the lots restricted hereby. The officers or agents of the owner are hereby given the right to enter upon any such lot and remove such signs. Real estate signs by the Developer will be permitted until the development is completed and signs to show property for sale shall be permitted on each lot.

11. **TRASH RECEPTACLES:**

No trash receptacles or garbage cans shall be permitted to be placed outside of a building or a structure on any building plot for more than a twenty-four (24) hour period each week for garbage collection, unless made of stone or brick, or unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing.

12. **UTILITIES:**

All utility connection facilities and services shall be underground. No individual water supply system or individual sewage disposal system shall be permitted on any building plot.

13. **TOWERS:**

Reasonable television or radio antennas (including satellite dishes) are permitted on dwellings or garages.

14. **NUISANCES:**

No obnoxious or offensive activity or odors shall be permitted on or to escape from any part of the property, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.

15. **LIVESTOCK AND POULTRY PROHIBITED:**

No animals, livestock or poultry of any kind shall be raised, bred, or kept on the property, except 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 be maintained on any one building plot at any one time. Dogs must be tied or fenced in a dog run.

16. **EASEMENTS:**

Easements or installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Whispering Pines.

The owner or occupant of a building plot shall at their expense keep and preserve that portion of the easement within his property at all times in good repair and condition, and shall neither erect or permit erection of any building or structure of any kind nor permit any growth of any kind within said easement which might interfere in any way with the use and patrolling of any of the utility and drainage located in the easement.

17. **ENFORCEMENT:**

If any party shall violate or attempt any of the covenants, conditions, or restrictions contained herein, it shall be lawful for the Declarant or any other owners owning building plots in Whispering Pines to be entitled to the protection provided herein, to prosecute proceedings in law in equity against the person or persons violating or attempting to violate any such covenants, conditions, or restrictions and to either prevent him or them from so doing or recover damages for such violations.

18. **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 January 1, 2022, at which time said covenants, restrictions and provisions may be extended by written agreement signed by the owner or owners of more than fifty percent (50%) of the lots hereby restricted and recorded in the Office of the Register of Deeds of Dallas County, Iowa, at least one (1) year prior to the original expiration date or to a subsequent date, whichever is applicable. The covenants may be amended at any time after all of the subject lots have been fully constructed provided an affirmative vote occurs by at least seventy-five percent (75%) of the owners of the lots hereby restricted.

19. SOD AND WEED CONTROL:

All lots must be seeded with grass. A homeowner must maintain a weed control program. The owner or persons in possession of a building plot shall keep the same free of weeds and debris and agrees that after written notice given by certified mail to such owner or persons in possession by any property owner of Lots 1 through 26 of Whispering Pines owning such property within 500 feet of such lot, such weeds shall be cut and such debris shall be removed within fifteen (15) days.

20. MAILBOXES:

The Developer shall provide a mail box station for the property.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its President or General Manager, this 8 day of August, 2000.

VAN METER DEVELOPMENT CORPORATION JOINT VENTURE

[Signature]
By: _____

ACKNOWLEDGMENT

State of Iowa)
) SS
County of Dallas)

On this 8 day of AUG., 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL P. SPAIN to me personally known, who being by me duly sworn, did say that he is the PRESIDENT of said corporation; that no seal has been procured by the said corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them, voluntarily executed.

[Signature]
Notary Public

