

Prepared by Cahill Law Offices, P.O. Box 88, Nevada, IA 50201; Tele: 515-382-6571
**DECLARATION OF USE RESTRICTIONS AND
 BUILDING SPECIFICATIONS
 FOR LOTS 1 THROUGH 42, INCLUSIVE
 IN INDIAN RIDGE PLAT 3, NEVADA, STORY COUNTY, IOWA**

This Declaration is made this 28 day of March, 2002, by Indian Ridge L.C., a Virginia Limited Liability Company doing business in Iowa as Indian Creek, L.C. (IRLC).

WHEREAS, Indian Ridge, L.C., a Virginia Limited Liability Company doing business in Iowa as Indian Creek, L.C. (IRLC) is the owner of certain property in the City of Nevada, Story County, Iowa, described as Lots One (1) through Forty-two (42), inclusive, in Indian Ridge Plat 3, an Official Plat, now included in and forming a part of the City of Nevada, Story County, Iowa ("Property"); and

WHEREAS, IRLC desires to develop the Property as a planned community and to establish certain Use Restrictions and Building Specifications for the benefit of owners within Indian Ridge Plat 3.

NOW, THEREFORE, IRLC, by the execution and recording of this document, hereby declares that all property shall be held, occupied, sold and conveyed subject to the Covenants and Restrictions set forth herein.

**ARTICLE I
 General Use Restrictions and Building Specifications**

Lots One (1) through Forty-two (42), inclusive, in Indian Ridge Plat 3, an Official Plat, now included in and forming a part of the City of Nevada, Story County, Iowa ("Property") shall be held, occupied, sold and conveyed subject to the following General Use Restrictions and Building Specifications as well as those Restrictions set forth elsewhere in this Declaration:

- A. Single Family Residence: The use of lots shall be limited to single family resident use. Uses of land or structures customarily incidental and subordinate to the single family residential use as permitted by the City of Nevada ("City") Zoning Ordinance are permitted or otherwise regulated by this Declaration.

All lots must be built on within twelve (12) months of purchase and closing from Declarant. In the event construction does not commence in one year, Declarant may at its option repurchase the lot at the previous sale price.

B. Architectural Standards:

1. Character: The architectural character of any structure shall be in harmony with, and compatible with, those structures in Indian Ridge Plats 1 and 2 and the neighboring environment.
2. Exterior Foundations: Exterior foundations exposed above finish grade which are not faced with brick, siding, or stone shall be poured concrete and painted to match the rest of the structure.
3. Siding: Siding material variances on the elevation for accent purposes are encouraged, but the overall character and predominant siding must be consistent on all four elevations of the structure. Siding shall not have a reveal of greater than eight (8) inches.

Exterior colors shall be earth tones or soft, muted tones. Exterior materials may be pre-finished.

4. Roof Materials: Roof materials shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade, minimum twenty-five (25) year warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors. White, white blend and solid black shingles are not acceptable.
5. Garages: Detached garages are not acceptable. All residences shall have, as a minimum, an attached two car garage. Each residence shall provide off-street parking for two cars.
6. Minimum House Sizes: All single family homes shall contain a minimum of 1,300 square feet of living space exclusive of attached garages, breezeways, porches, and finished basement areas.
 - a. One story dwellings must have a minimum of 1,300 square feet of finished area directly under the roof.
 - b. One and one-half story dwellings must have a total of at least 1,600 square feet of finished area.
 - c. Two story dwellings must have at least 1,600 square feet of finished area.
 - d. Split entry dwellings must have at least 1,300 square feet of finished area on the upper level.
 - e. Split level dwellings must have at least 1,300 square feet of finished area directly under the roof.
7. Decks and Porches: Decks attached to the house should be built from materials similar to those used in the house. Natural wood decks, though appropriate for rear yard spaces, are not acceptable as front entry porches. Entry porches should be designed as integral, yet dominant features that invite entrance to the dwelling.

Columns supporting porch roofs should be massive in scale (minimum 6" x 6"). Built up box columns or tapered round columns are encouraged. Handrails shall match the architectural style of the home. All wood steps to entry porches shall have enclosed risers.
8. Building Elevation and Drainage Standards. The finished grade for houses constructed on each lot shall be established to permit positive drainage away from such house, without discharging excessive water upon the adjacent properties, except where permitted by established drainage easements.

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C. **Measurement of Setbacks:** The minimum setbacks as hereinafter specified shall be measured from the lot line from which the setback is being measured to the nearest building or structure. No buildings or structures (except for permitted fences or mailboxes) shall be constructed or maintained within the required minimum set-back area. The definition of the terms "front yard", "side yard", "building", "structure" or other similar term relating to setbacks shall be the same as that definition contained in the City's zoning ordinance. Setbacks are as follows:

Front yard:	30 feet
Side yard:	7 feet minimum - 15 feet total
Rear yard:	35 feet

D. **Landscaping:** On each lot Owner of the lot after an occupancy permit is issued, is required to plant and maintain one (1) Street Tree from any of the following species of Street Trees: Red Maple (*Acer rubrum*), Norway Maple (*Acer platanoides*), Marshall's Seedless Ash (*Fraxinus* p. "Marshall's Seedless"), Northern Red Oak (*Quercus borealis*), Burr Oak (*Quercus macrocarpa*), or Little Leaf Linden (*Tilia cordata*), or any other species approved by Developer, in writing, on such lot, (hereinafter such species of Trees shall be referred to as "Street Trees"). Street Trees shall be a minimum of 2" caliper, 10' - 12' in height, and have a minimum spread of 4'. Street Trees shall be planted in the front yard of the lot, outside the public right-of-way, but as near to the right-of-way line as possible.

In Addition, the following minimum quantities of landscape plants shall be installed and maintained by the Owner of the lot after an occupancy permit has been issued on each lot:

Deciduous Tree (2 1/2" cal.) or Evergreen Tree (min. 6' ht.)	2
Deciduous/Evergreen Shrubs	10

Landscape treatment should be concentrated around the front and entrance of the house. Approximately 75% of all required plant materials should be planted in the front and side yards within view from the street.

Within ninety (90) days after completion of the residence on any lot, the front yard, side yard and thirty-five (35) feet of rear yard measured from the rear of the dwelling structure shall be fully sodded, and the remainder of the lot must be seeded and/or sodded. All seeding requirements shall include any Green Space adjacent to the respective property. Undisturbed natural areas under dense tree cover may be kept in its natural state. If weather conditions make the time element of this requirement impossible to fulfill, IRLC shall establish a reasonable period of time for compliance, which in no event shall be longer than one (1) year from the date of lot closing.

E. **Fences and Hedges:** No fences, walls, hedges or barriers shall be permitted upon lots or adjoining property lines except as follows:

1. Walls, fences, or hedges along rear property lines and side property lines not abutting common greenbelt areas shall not exceed six (6) feet in height, except for fences as noted in item E4.
2. 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 a chain link fence around a dog run, shall be permitted unless it is black vinyl clad fence. All fences shall be kept in good repair and attractive appearance.

3. No fences shall be built forward of the center line of the house built on a lot unless approved by Declarant in writing. All fences shall be either wood, vinyl or black vinyl clad. All wood fences shall be natural in color, stained, or painted in soft, earth tone colors so as to blend in with the terrain. All vinyl fences shall be white or soft earth tone colors.
 4. Fences along common greenbelt areas shall conform to the detail and specification of Exhibit A. Six (6) foot privacy fences are allowed in lots that abut common greenbelt area, but must maintain a twenty (20) foot setback from the greenbelt and must conform to the standards for six (6) foot fences set forth above.
- F. Utility Meters: Utility Meters shall be hidden architecturally or through the use of remote reading devices.
- G. Mailboxes: Mailbox supports shall be constructed of black decorative metal, brick, or wood stained in colors similar to the home exterior and shall be installed in such a manner so as not to lean or tilt.
- H. Playhouses and Utility Buildings: Playhouses, utility buildings, storage sheds or other similar structures shall be permitted, however, that the exterior and the roof are constructed of the same material, have the same color and appearance as the residential building on the same lot and are located only in rear yards. On lots abutting the common greenbelt areas, all such structures shall maintain a twenty (20) foot setback from the greenbelt.
- I. Utilities: All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground.
- J. Security Lighting: Security lighting for driveways, parking and other areas shall be designed, located and directed in a fashion which will avoid direct lighting onto adjoining lots.
- K. Driveways and Sidewalks: No building or structure shall be constructed, altered or maintained on any building lot unless it has a driveway from a street running to the improved premises. All driveways shall be constructed of Portland concrete or high quality concrete, brick, or stone pavers. Asphalt and gravel driveways are prohibited.
- At the time a building is built upon a lot, the owner of the lot shall be responsible for construction of the public sidewalk along each street frontage as required by the City of Nevada. The Declarant has no obligation to a lot buyer to install sidewalks.
- L. Garbage Cans and Equipment; Outside Storage and Holiday Displays: No trash receptacles, garbage cans or recycling bins shall be permitted to be located upon a lot unless hidden by an attractive screen of suitable height or unless sunken to ground level in a hole lined with permanent cribbing, except that garbage cans, trash sacks, recycling bins, yard refuse bags and other materials for collection by an authorized refuse collector may

be placed at the pickup area designated by the City or its authorized refuse collection company on the day before collection and may remain until the evening of the day of the scheduled collection of the same. Items such as compost containers, lawn or garden equipment, building materials, and other similar items shall be placed out of public view. Firewood shall not be stored on the front or side of a house. Stacked firewood in excess of 4' long by 3' high shall be adequately screened from view and must be stacked in the rear yard and be at least twenty (20.0) feet from any rear or side yard lot line. No material of any kind whatsoever may be stored in the front yard or side yard of a house (except that garden hoses may be stored in a side yard adjacent to an outside faucet if neatly coiled or contained on a hose reel), and no material of any kind shall be stored in a rear yard unless appropriately covered or screened from view by neighbors. Only retractable or collapsible clotheslines are permitted. Such clotheslines shall be located in the rear yard area and not visible from the street. All clotheslines shall be retracted or collapsed when not in use. All repair of motorcycles, automobiles or other vehicles shall be done out of public view. No exterior holiday decorations shall be erected more than six (6) weeks prior to the holiday and all exterior holiday decorations shall be removed within three (3) weeks following the holiday.

- M. Tents and Trailers: No tent, trailer, boat, camper, motor home, or truck rated larger than 3/4 ton or other movable or temporary structure or enclosure shall be maintained or parked on any lot or street within public view for more than a cumulative of thirty (30) days in any calendar year.
- N. Temporary Structures; Mobile Homes: There shall be no occupancy of temporary structures or partially completed structures. No home or other building shall be moved onto any lot from outside Indian Ridge Plat 2. No mobile homes shall be permitted at any time.
- O. Swimming Pools: Above ground swimming pools and hot tubs are allowed subject to the area being fenced and pool or tubs skirted in wood.
- P. Satellite Dish: Satellite dishes or parabolic devices in excess of twenty (20) inches in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.
- Q. Exterior Animal Houses: Animal runs or houses shall not be permitted unless they are 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. Any animal house shall have the same external appearance, color and roof material as the home situated on the lot. No animal house shall exceed twenty (20) square feet in area. No animal house or run shall be located within twenty (20) feet of a lot line abutting common greenbelt areas.
- R. Towers and Antennas: No extension tower or antennas of any kind shall be constructed or maintained on any lot or on the exterior of the residence.

- S. Noxious Activities, Livestock: No noxious or offensive activity, noise or odors shall be permitted on or to escape from any lot, nor shall anything be maintained or done thereon which is or may become an annoyance or nuisance either temporarily or permanently. No animal, livestock, pigs or poultry of any kind shall be raised, bred or kept on a lot except that dogs, cats and other small commonly accepted domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes or sale to the public. In no event, however, shall more than two (2) of any species of animals be maintained on any lot. All animals shall be tied, kept on a leash, fenced or kept in an animal run at all times.
- T. Maintenance of Lot: The owner or person in possession of any lot, whether vacant or improved, shall keep the lot free of debris and shall keep the lot mowed so that the grass or weeds do not exceed six (6) inches in height. Each owner of a lot agrees that after he receives written notice given by certified mail, return receipt requested, or delivered in person by written notice, by any lot owner within five hundred (500) feet of such lot, that such grass or weeds shall be cut and debris removed within fifteen (15) days of receipt of notice. If the grass or weeds are not mowed within fifteen (15) days of receiving notice, lot owner within five hundred (500) feet of the offending lot shall have the right and easement to enter upon the premises and mow or cut the weeds or grass or remove the offending debris at the owner's expense.
- U. Maintenance of Easements. The developer may at developer's option install a bike trail within the recreational trail easement shown on the plat documents. Installation of the trail shall be at the developer's expense. Maintenance of the trail shall be the responsibility of the City. The lot owner is required to maintain the easement area except for the trail. The City will not be responsible for any snow removal on the trail. The developer will not install the trail until a reasonable amount of trail can be installed.
- V. Requirement and Limitations with Respect to Public Easements Located Upon an Owner's Lot. Easements for the installation and maintenance of sanitary sewers, public utilities, drainage facilities, and public sidewalks are reserved as shown on the recorded plats of Indian Ridge Plat 3, or any replat of any portion thereof. The Owner or occupant of any lot in Indian Ridge Plat 3 shall, at such owner's or occupant's expense, keep and preserve that portion of such easements with such owner's or occupant's property, at all times in good condition and shall neither erect nor permit erection of any building or structure of any kind nor permit any growth of any kind within such easement area not change the grade of any such easement area in any manner that might interfere in any way with the use, maintenance, repair, restoration or replacement of any of the utility services, drainage, or sidewalks, located in said easement area, without the prior consent of the City or the utility company or companies for whose benefit such easement runs. Any such building or structure erected, growth permitted, or change in grade made within an easement area without such consent may be removed or regarded by the person for whose benefit such easement runs in the exercise of any rights granted by such easement without any obligation to such lot owner or occupant to restore, repair or replace such building, structure, growth or change in grade.
- W. Signage. Once a dwelling unit is sold and occupied as a residential dwelling unit, signage on that Single Family Lot or town home lot, if any, shall be limited to (i) address signage, (ii) owner identification signs, (iii) "For Sale"

signs, (iv) "Garage Sale" signs, (v) special event signs (such as birthdays, graduations, or anniversaries, hereafter "Event" signs), (vi) political signs, and (vii) other signs approved in writing by Declarant. "For Sale" signs shall only be displayed while a home is for sale and must be removed the day following the closing of the sale. "Garage Sale" and "Event" signs shall only be displayed one day before the sale or event, during the sale or event and must be removed by the day following the sale or event. Political signs shall only be displayed up to two weeks prior to an election, the day of the election, and must be removed by the day following the election. Political signs not related to an election shall only be displayed for a maximum of two weeks. Other signs permitted by Declarant shall only be displayed for such time as authorized by Declarant. All such signs shall be limited to no more than a 39" wide by 24" high yard sign and shall be professionally constructed. No hand painted signs will be allowed. Except for address and owner identification signs, no signs shall be erected on any building elevation, erected so that it is visible through window or glass openings or, except for vehicles with professionally made business signage on the vehicle, attached to vehicles parked within the neighborhood.

ARTICLE II Membership and Voting Rights in Association

- A. Membership: Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Lot. Ownership of a Lot shall be the sole qualification for membership.
- B. Voting Rights: The voting rights of members and the reserved rights of the Declarant are specified in the Articles of Incorporation and Bylaws of the Association.
- C. Authority and Obligations: The Association through its Board of Directors, shall have the right, power and authority to:
1. provide for the enforcement of this Declaration;
 2. provide for any operation, maintenance, repair, reconstruction, restoration, replacement, or improvement of the Declarant Improvements to Indian Ridge Plat 3 or any improvements hereafter made by the Association;
 3. provide for the installation, operation and maintenance of project signage and entrance features, and landscaping;
 4. provide for the installation, operation, maintenance and repair of the storm water detention ponds;
 5. provide for the installation, maintenance and repair of the bike and pedestrian trails within and abutting Indian Ridge Plat 3 including, but not limited to snow removal from the bike and pedestrian trails;
 6. make additional common improvements for the benefit of Indian Ridge Plat 3;
 7. in its discretion, perform services on behalf of the Owners of one or more of the Lots within Indian Ridge Plat 3;

- 8. hire accountants, architects, contractors, lawyers, managers, employees, and such other persons as necessary or desirable to carry out its duties;
- 9. purchase such insurance as may be reasonable, including, but not limited to, general liability insurance and officers and directors coverages;
- 10. levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided; to enter into contracts as may be necessary or desirable to carry out the provisions of this Declaration;
- 11. otherwise establish such procedures and policies as may be necessary or deemed desirable to provide for the general welfare of the Owners and Occupants of Indian Ridge Plat 3, in accordance with the spirit and letter of this Declaration, including the power to make variances in this Declaration;
- 12. do such other things as are reasonable or necessary to carry out its obligations hereunder or under any agreement with any Owner of any Lot.

ARTICLE III
Enforcement of Covenants

- A. Legal Action: These Covenants shall be deemed to run with and be a burden upon the land to which they apply and all improvements thereon. The owner of any lot or portion thereof to which these Covenants and Restrictions apply may bring an action in any court of competent jurisdiction to enforce these Covenants and enjoin their violation, mandate their compliance or to recover damages for the breach thereof or for any other remedy or combination of remedies recognized at law or in equity.
- B. Delays in Enforcement: No delay or omission on the part of any owner of land to which these Covenants and Restrictions apply in exercising any rights, power or remedy herein allowed shall be construed as a waiver of acquiescence therein. No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against IRLC or any officer, employee or agent thereof on account of any action or inaction under this Declaration.
- C. Conflict with Governmental Regulations: All property subject to this Declaration shall also be subject to any and all regulations of the City of Nevada, Iowa, and any other governmental entities having jurisdiction, including, but not limited to, zoning ordinances, subdivision ordinances, building codes and other such regulations. Whenever there is a conflict between the provisions of these Covenants and the ordinances, statutes or regulations of the City, County, State, Federal or other applicable governmental entity having jurisdiction over Indian Ridge Plat 3, that provision which is most restrictive shall be binding.

ARTICLE IV
Term of Covenants; Severability

- A. Duration: These Protective Covenants, Conditions and Restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by IRLC, its successors and assigns, or the owner or owners from time to time of any lots subject to this Declaration, their respective legal representatives, heirs, successors, and assigns until January 1, 2021. After January 1, 2021, said covenants shall be automatically

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extended for successive periods of ten (10) years on each tenth anniversary thereof, unless a written instrument, signed and acknowledged by not less than the owners of two-thirds (2/3) of the lots shall, prior to such anniversary date, be recorded with the Story County Recorder abrogating or modifying the same in whole or in part. These restrictions may be abrogated or modified effective at any other time after January 1, 2021, only by a written document signed and acknowledged by the owners of three-fourths (3/4) of the lots and recorded with the Story County Recorder.

Notwithstanding anything in this Declaration or by statute to the contrary, the covenants, conditions, provisions and restrictions of this Declaration may be amended or abrogated at any time by IRLC, or its successors and assigns, with-out the concurrence of any other lot owner, so long as IRLC or such successor or assignee to the entirety of IRLC's remaining interest in said Lots One (1) through Forty-two (42), Indian Ridge Plat 3, owns one or more such lots that remain unsold to a home builder or homeowner. Such modifications or abrogation shall be by a written document duly signed and acknowledged by IRLC or such successors or assignee and recorded with the Recorder for Story County, Iowa.

Notwithstanding anything in this Declaration or by statute to the contrary, the covenants, conditions, provisions and restrictions of this Declaration may be amended or abrogated at any time after sale of all said Lots One (1) through Forty-two (42), Indian Ridge Plat 3, by a written instrument, signed and acknowledged by not less than fifty-one percent (51%) of the owners of the lots and recorded with the Recorder for Story County, Iowa.

B. Severability: In the event that any one or more of the terms or conditions of this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining covenants, conditions, restrictions or terms not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.

IN WITNESS WHEREOF on this 25 day of March, 2002, Indian Ridge L.C., a Virginia Limited Liability Company doing business in Iowa as Indian Creek, L.C. has caused this instrument to be duly executed by members of said limited liability company.

INDIAN RIDGE L. C. DOING BUSINESS IN IOWA AS INDIAN CREEK L. C.

BY [Signature]
EDWARD T. WILSON, Member

BY [Signature]
KENDALL W. WILSON, Member

WASHINGTON, DC :ss

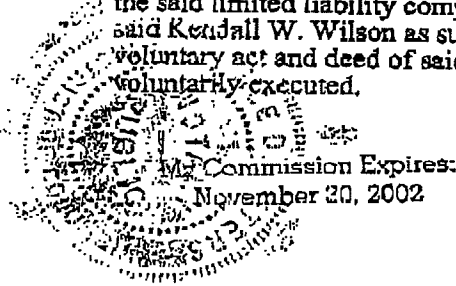
On this the 25th day of MARCH, 2002, before me, the undersigned, a Notary Public, in and for said State, personally appeared Kendall W. Wilson, to me personally known, who, being by me duly sworn, did say that he is one of the Members of said Indian Ridge L. C., a Virginia limited liability company doing business in Iowa as Indian Creek L. C.; that no

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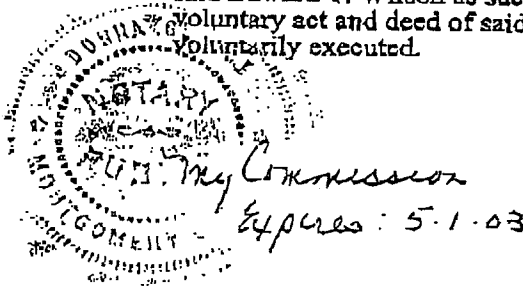
seal has been procured by the said limited liability company; that said instrument was signed on behalf of the said limited liability company by authority of its Operating Agreement and the Members; and that the said Kendall W. Wilson as such member, acknowledges the execution of said instrument to be the voluntary act and deed of said Trust and said limited liability company and by him individually voluntarily executed.



Janice J. Peters
NOTARY PUBLIC in and for District of Columbia

STATE OF MARYLAND
MONTGOMERY
PRINCE GEORGE COUNTY : :SS

On this the 28th day of March, 2002, before me, the undersigned, a Notary Public, in and for said State, personally appeared Edward T. Wilson, to me personally known, who, being by me duly sworn, did say that he is one of the Members of, said Indian Ridge L. C., a Virginia limited liability company doing business in Iowa as Indian Creek L. C.; that no seal has been procured by the said limited liability company; that said instrument was signed on behalf of the said limited liability company by authority of its Operating Agreement and the Members; and that the said Edward T. Wilson as such member, acknowledges the execution of said instrument to be the voluntary act and deed of said Trust and said limited liability company and by him individually voluntarily executed.



Donna Grace
NOTARY PUBLIC in and for said State