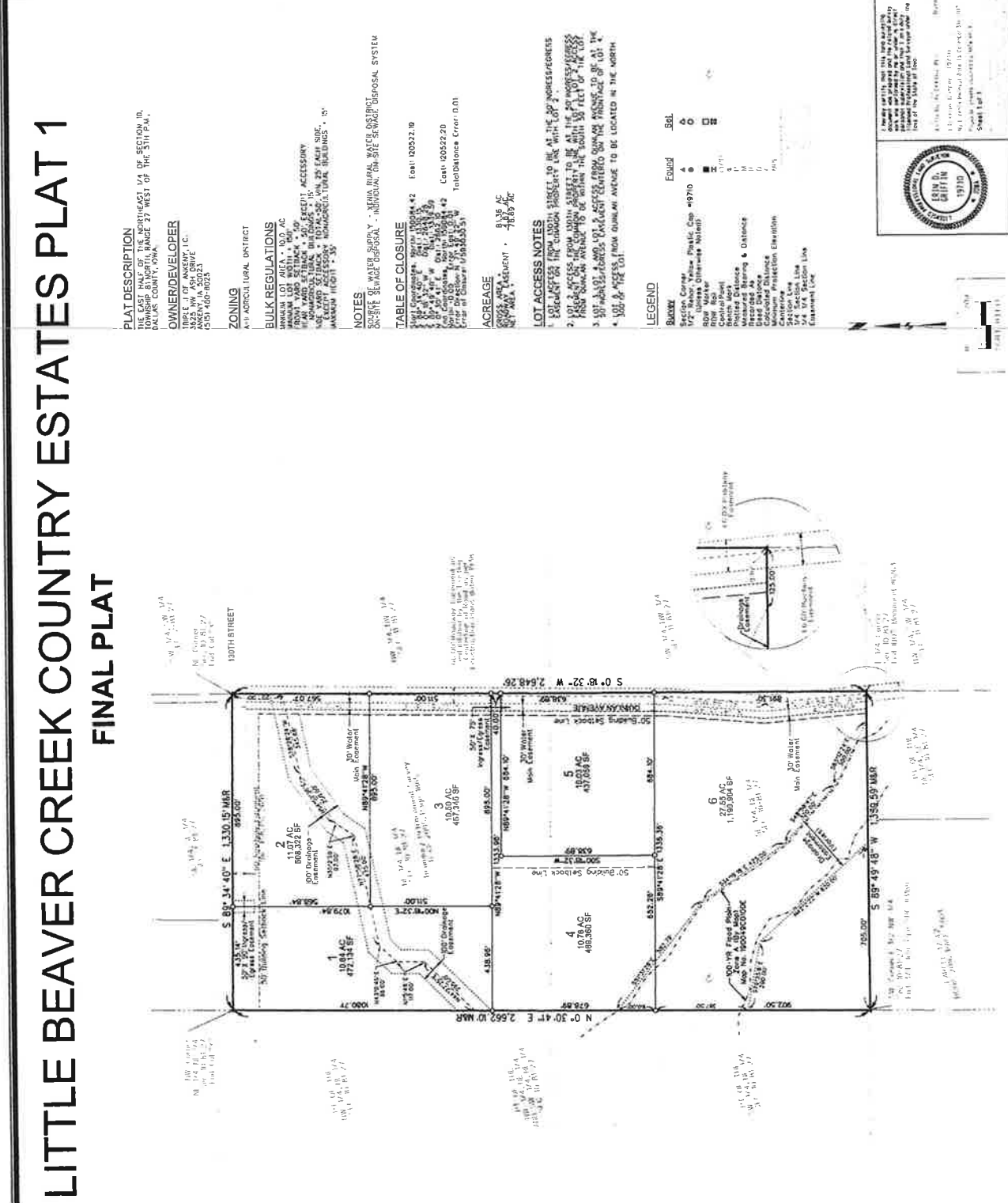


LITTLE BEAVER CREEK COUNTRY ESTATES PLAT 1

FINAL PLAT



PLAT DESCRIPTION
 THIS PLAT SHOWS THE LOTS AND THE SECTIONS IN THE EAST HALF OF SECTION 16, T42N, R10E, S11W, DALLAS COUNTY, IOWA.

OWNER/DEVELOPER
 TRIPLE I OF ANKENY, L.C.
 3422 NW 45TH DRIVE
 ANKENY, IOWA 50021
 515-940-4025

ZONING
 A-1 AGRICULTURAL DISTRICT

BULK REGULATIONS
 UNLAWFUL LOT AREA - 10.0 AC
 EXCESSIVE FRONT SETBACK - 50'
 EXCESSIVE SIDE SETBACK - 10'
 EXCESSIVE MAXIMUM BUILDING HEIGHT - 15'
 USE YARD SETBACK - TOTAL 20' (10' SIDE, 10' FRONT)
 MAXIMUM HEIGHT - 35'

NOTES
 1. SOURCE OF WATER SUPPLY - MENA DRAINAGE STATE DISPOSAL SYSTEM
 2. SOURCE OF SEWER SERVICE - IOWA STATE SEWER DISPOSAL SYSTEM

TABLE OF CLOSURE
 Lot 1 Containing: 10.00 AC, 437,566 SF
 Lot 2 Containing: 10.00 AC, 437,566 SF
 Lot 3 Containing: 10.00 AC, 437,566 SF
 Lot 4 Containing: 10.00 AC, 437,566 SF
 Lot 5 Containing: 10.00 AC, 437,566 SF
 Lot 6 Containing: 10.00 AC, 437,566 SF
 Total Containing: 60.00 AC, 2,625,398 SF
 Error of Closure: 0.00 AC, 0.00 SF
 Total Distance Error: 0.00

ACREAGE
 10.00 AC
 10.00 AC
 10.00 AC
 10.00 AC
 10.00 AC
 10.00 AC

LOT ACCESS NOTES
 1. ACCESS FROM 130TH STREET TO THE LOT THROUGH THE EXISTING DRIVE WITH THE EXISTING DRIVE.
 2. ACCESS FROM THE COMMON DRIVE TO THE LOT THROUGH THE EXISTING DRIVE WITH THE EXISTING DRIVE.
 3. ACCESS FROM 130TH AVENUE TO THE SOUTH SIDE OF THE LOT THROUGH THE EXISTING DRIVE WITH THE EXISTING DRIVE.
 4. ACCESS FROM 130TH AVENUE TO BE LOCATED IN THE NORTH SIDE OF THE LOT.

LEGEND
 1. 1" = 100' (Horizontal)
 2. 1" = 100' (Vertical)
 3. 1" = 100' (Diagonal)
 4. 1" = 100' (Curved)
 5. 1" = 100' (Circular)

INDEX LEGEND
 SURVEYOR'S NAME
 SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
 DALLAS COUNTY, IOWA 515-954-0200
 SERVICE PROVIDED FOR: ANKENY, I.C.
 SURVEY LOCATED: ANKENY, IOWA
 RETURN TO: SUTHERLAND, IOWA
 SNYDER & ASSOCIATES, INC.
 ANKENY, IOWA 50021

Prepared By/Return To: Mark R. Gray, 416 SW 3rd Street, Ankeny, IA 50023-3037, 515-964-3633

DECLARATION OF RESIDENTIAL
RESTRICTIONS, COVENANTS AND CONDITIONS
FOR

LITTLE BEAVER CREEK COUNTRY ESTATES PLAT 1

THIS DECLARATION, made and executed this 18th day of July,
2017, regarding the following described real estate:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10, all in Township 81 North,
Range 27 West of the 5th P.M., Dallas County, Iowa,

to be hereinafter designated as:

LITTLE BEAVER CREEK COUNTRY ESTATES PLAT 1, an Official Plat, Dallas
County, Iowa,

hereinafter, the Property;

WITNESSETH:

WHEREAS, Declarant is the Owner of the Property;

AND WHEREAS, Declarant is desirous of protecting the value and desirability of the
Property;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and
conveyed subject to the following Restrictions, Covenants and Conditions which shall run with
the land and shall be binding upon all parties having any right, title or interest therein or any part
thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof:

ARTICLE I
Definitions

For purposes of this Declaration, the following terms shall have the following definition, except as otherwise specifically provided:

- A. "Construction Plans" shall mean and refer to blue prints, specifications, and elevations of a Dwelling or Outbuilding.
- B. "Declarant" shall mean and refer to **Triple J of Ankeny, L.C.**
- C. "Dwelling" shall mean and refer to any house, residence or dwelling place constructed or placed upon the Property.
- D. "Lot" shall mean and refer to each and any individually numbered or otherwise designated parcel of land within the Property, shown on the recorded, Official Plat thereof.
- E. "Outbuilding" shall mean an accessory building or an enclosed, covered structure (other than a Dwelling or the attached garage), such as a tool shed, garden house, play house, gazebo, or other structure.
- F. "Owner" shall mean and refer to the owner of record (whether one or more persons or entities) of the legal or equitable title to any Lot.
- G. "Plat" shall mean the final plat of **Little Beaver Creek Country Estates Plat 1.**

ARTICLE II
Use Restrictions

All Lots in the Property shall be single family, 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 provisions of the zoning ordinances applicable to the Property.

ARTICLE III
Building Types

- A. All Outbuildings and above ground pools shall be located only in the rear yard, and not side yards or front yards; and shall be in reasonable harmony with the Dwelling.
- B. No Dwelling structure of any kind may be moved onto any Lot.

- C. No mobile home or manufactured home, as defined in the Code of Iowa, shall be placed or erected upon any Lot.
- D. All Dwellings shall have at least a two-car, attached garage.
- E. All Dwellings shall have a basement, with poured or cinder block walls, and concrete floor. The basement shall, at a minimum, extend under the entire living area (not attached garage) of the ground level (exterior finished grade) portion of the Dwelling.

ARTICLE IV
Building Area

- A. No Dwelling shall be constructed on any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following minimum square-foot-of-living-area requirements:
 - 1. One story Dwellings shall have a finished floor area of not less than 2,400 square feet;
 - 2. One and one-half story Dwellings shall have a finished floor area of not less than 3,000 square feet; and,
 - 3. Two story Dwellings shall have a finished floor area of not less than 3,600 square feet.
- B. In computing total finished floor area, only twenty-five percent (25%) of a finished area which has its floor below the exterior grade shall be included in the total finished floor area requirement. The computation of floor area shall not include any porches, breeze ways, or attached or built-in garages.
- C. No Lot shall be subdivided, partitioned, re-platted or otherwise divided so as to create more than one parcel of real estate.

ARTICLE V
Design and Construction

- A. All Dwellings shall have Portland cement concrete driveway running from the public right of way to the garage, when required by applicable zoning ordinances or building codes.
- B. All structures or improvements of any kind must be completed within 12 months of commencement date of construction.

- C. All roofing material shall be of a color, style and construction so as to match, compliment, and be compatible with exterior paint, brick and stone colors.
 - D. All Dwellings must have brick or stone, or a combination thereof, for at least 25% of the exterior surface or surfaces facing a public right of way. Any lap siding used must not be greater than 8 inch. Siding material variations on the elevation for accent purposes are encouraged, but the overall character and predominant siding must be consistent on all four elevations.
 - E. Exterior colors shall be earth, or soft, muted tones.
-
- F. Decks attached to a Dwelling should be built in a manner, and with materials consistent, compatible, and complimentary to the Dwelling.
 - G. All accent lighting and security lighting shall be designed, located and directed in a fashion which will avoid direct or excessive lighting onto adjoining lots.

ARTICLE VI
General Restrictions

- A. The Owners shall, at all times, comply with the setbacks, conditions and restrictions as shown in the Plat.
- B. No temporary building or structure shall be built or maintained on any Lot.
- C. No camper, motor home, boat, trailer, tent, shack, garage, unfinished Dwelling basement or Outbuilding shall be used at any time as a Dwelling.
- D. No inoperable, abandoned, or junk vehicles may be parked or maintained on any Lot (except inside a garage) or on the public right of way adjacent to any Lot. "Vehicles" includes any camper, motor home, boat, jet ski, all terrain vehicle, motorcycle, snowmobile, trailer, work van, work truck, mechanical equipment or similar property, other than on a temporary basis. "Abandoned" shall mean the vehicle has not been significantly used for its original primary purpose for more than twelve months. "Temporary" shall mean no more than a total of 10 days per calendar year.
- E. At no time shall any vehicle as defined in Paragraph D, above, be disassembled, repaired or serviced on any Lot, except inside a garage or Dwelling.
- F. No rubbish or recycling container shall be visible from the street with the exception of the scheduled pick-up time and twelve hours prior to and after the scheduled pick-up time.

- G. 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 what a reasonable person would consider to be a genuine annoyance or a genuine nuisance, either temporarily or permanently.
- H. No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any public right of way adjacent thereto, except; (i) street markers, traffic signs, or any signs installed by Dallas County, by other governmental entities, or by the Declarant, (ii) signs which have been approved by Declarant in writing and 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) political signs permitted by the Code of Iowa, subject to time limitations specified by the Code, and, (iv) a customary or traditional sign (one per Lot) advertising a Lot or Dwelling for sale, not exceeding 1,296 square inches. In the event any sign or signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove said signs.
- I. Horses may be kept for personal and family use on a Lot, subject to the following rules:
 - 1. An Outbuilding shall have first been constructed of sufficient size to provide a stable area for the horses kept on such Lot.
 - 2. A secure fence shall have first been constructed providing complete enclosure of the area where the horses will be kept; and such area shall be restricted to that portion of the Lot located behind the Dwelling.
 - 3. No commercial or third party boarding, training or keeping of horses shall be allowed, regardless of whether payment is received for such boarding, training or keeping of horses.
 - 4. An Owner shall not ride or exercise the Owner's horse or horses outside of the Owner's Lot without the express written consent of the affected Lot Owners.

ARTICLE VII
Fences and Landscaping

- A. No fences shall be built or maintained within the setback or easement areas as shown on the recorded Official Plat of the Property (or as established by the applicable zoning ordinances, whichever is more restrictive).
- B. No fences shall be built or maintained in front of the front line of the residential Dwelling extended to the side Lot lines.

- C. If the Owner of a lot does not commence construction within 6 months after the purchase of a Lot from Declarant, the Owner shall be required to grade the Lot, seed the Lot to grass, and keep it properly mowed.
- D. The Owner of a Lot shall, at the Owner's expense, plant and maintain a minimum of three trees; either oak, maple or other over-story deciduous tree, with a minimum caliper of 2 inches. The trees shall be planted upon the earlier of (i) substantial completion of the Dwelling on said Lot or (ii) one year following the purchase of the Lot from Declarant.
- E. ~~No firewood or stacked firewood shall be visible from the public rights of way.~~
- F. The Owner shall keep the Lot free of debris and shall keep the same mowed so that the grass does not exceed 12 inches in height.

ARTICLE VIII
Sidewalks, Utilities, and Easements

- A. Easements for installation and maintenance of public rights of way, utilities and drainage facilities are reserved as shown on the recorded Official Plat of the Property or are reserved on separately recorded easements.
- B. 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 area within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within said easement areas (except customary and traditional ground cover) which might interfere in any way with the use and maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easement areas.
- C. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, preserve and maintain any berm and/or swale constructed for drainage purposes to accomplish the purposes for which it was constructed.
- D. All utility connection facilities and services shall be underground.
- E. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the Lot free of trash, weeds and debris and to keep the lawn and landscaping well maintained and healthy.
- F. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any Dwelling, the driveway, fence, screening and all

other improvements.

- G. The topography of the Property is such that surface water may flow from certain Lots onto other Lots; and each Owner will be responsible for accepting any upstream drainage. An Owner shall not divert drainage from its natural course without the express written consent of the affected Owner. In regard to all matters concerning surface water, each Lot shall be subject to and benefitted by such easements as may exist for the flowage of surface water and/or 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 law.

ARTICLE IX

Enforcement, Amendment, and Duration

- A. This Declaration of Residential Restrictions, Covenants and Conditions shall be deemed to run with the land, and the Declarant and/or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration and enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity.
- B. This Declaration of Residential Restrictions, Covenants and Conditions may be amended from time to time with the approval of the Owners. Said approval shall be given by the affirmative vote of not less than 2/3 of the Owners. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Provided, however, until 12 months following the date on which the Declarant has sold all of the Lots, it may make amendments or modifications, and the Owners may not make amendments or modifications, to this Declaration without the consent of any other Owners or any other party. Such amendments or modifications by the Declarant shall be effective only after all other Owners are provided with a copy of the amendment or modification by ordinary mail and the amendment or modification has been filed with the Polk County Recorder.
- C. This Declaration of Residential Restrictions, Covenants, and Conditions shall continue to remain in full force and effect at all times as to the Property and as to the Owners of any Lot, regardless of how title was acquired, until the 15th day of July, 2038, on which date this Declaration shall terminate and end and thereafter be of no further legal or equitable effect; provided however, that this Declaration may be extended for an additional period or periods of 21 years if, on or before the end of the 21 year period, the Owners of not less than 1/3 of the Lots, by written instrument, duly recorded, declare an extension of same.

ARTICLE X

Governmental Requirements


The Final Plat, approved by the Dallas County Board of Supervisors, contains the following Notes, which shall be considered part of these Residential Restrictions, Covenants and Conditions:

- A. Lot 1 access from 130th Street to be at the 50' ingress/egress easement on the common property line with Lot 2.
- B. Lot 2 access from 130th Street to be at the 50' ingress/egress easement on the common property line with Lot 1. Lot 2 access from Quinlan Avenue to be within the South 50 feet of the Lot.
- C. Lot 3, Lot 4, and Lot 5 access from Quinlan Avenue to be at the 50' ingress/egress easement centered on the frontage of Lot 4.
- D. Lot 6 access from Quinlan Avenue to be located in the North 300' of the lot.

IN WITNESS WHEREOF, **Triple J of Ankeny, L.C.**, Declarant, has caused this Declaration of Residential Restrictions, Covenants and Conditions to be duly executed.


TRIPLE J OF ANKENY, L.C., DECLARANT

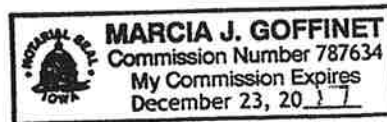

By: Bruce L. Johnson, Member


By: Tony A. Johnson, Member

STATE OF IOWA)
) SS.
COUNTY OF POLK)

This record was acknowledged before me on the 19th day of July, 2017, by Bruce L. Johnson and Tony A. Johnson, as Members of Triple J of Ankeny, L.C., a Member Managed LLC.


Signature of Notary Public



COPY