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Dallas County Iowa
Chad C. Airhart RECORDER
File#

BK 2019 PG 3642

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**AMENDED AND RESTATED DECLARATION OF RESIDENTIAL
RESTRICTIONS, COVENANTS AND CONDITIONS
FOR
LITTLE BEAVER CREEK COUNTRY ESTATES PLAT 1**

THIS AMENDED AND RESTATED DECLARATION, made and executed this 15th day of March, 2019, 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.

These covenants shall replace the previous covenants to the above described property which were recorded in Book 2017, Page 16099 (subpages 6 – 13), in the records of the Dallas County Recorder's Office.

WITNESSETH:

WHEREAS, Declarant is 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. No Dwelling Structure of any kind may be moved onto any Lot.

- B. No mobile home or manufactured home, as defined in the Code of Iowa, shall be placed or erected on any lot.
- C. All Dwellings shall have at least a two-car, attached garage.

ARTICLE IV
Building Area

- A. All homes will be stick-built and will meet the following minimum square-feet-of-living area requirements:
 - 1. One story Dwellings shall have a finished floor area of not less than 1600 square feet;
 - 2. Two story Dwellings shall have a finished floor area of not less than 2300 square feet.
- B. 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 structures or improvements of any kind must be completed within 12 months of commencement date of construction.
- B. Exterior colors shall be earth, or soft, muted tones.

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"

including 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. 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 a lot.
 2. A secure fence shall have first been constructed providing complete enclosure of the area where the horses will be kept.

ARTICLE VII Landscaping, 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 separately, 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.
- C. 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.
- D. 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.
- E. 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 VIII
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 the Lots, it may 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 18th 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 IX
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

Bruce L. Johnson MEMBER
By: Bruce L. Johnson, Member

Tony A. Johnson Member
By: Tony A. Johnson, Member



STATE OF IOWA)
) SS
COUNTY OF POLK)

This record was acknowledged before me on the 15th day of March, 2019, by Bruce L. Johnson and Tony A. Johnson, as Members of Triple J of Ankeny, L.C., a member managed LLC.

Rachel Sorensen
Signature of Notary Public