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Dallas County Iowa
Chad C. Airhart RECORDER
File#

BK 2016 PG 24032

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

→ Bill and Return to:
Iowa Title

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Jeremy C. Sharpe, Esq., 666 Walnut Street, Suite 2000, Des Moines, IA 50309-3989,
Phone 515-243-7100

Taxpayer Information: (name and complete address)

Accurate Land Company, Inc.
12035 University Avenue, Suite 100
Clive, IA 50325

Return Document To: (name and complete address)

Preparer

Declarant:

Accurate Land Company, Inc.

Grantees:

To Whom It May Concern

Legal Description: See Page 2.

Document or instrument number of previously recorded documents: N/A.

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made this 20th day of October, 2016, by the Declarant, Accurate Land Company, Inc., an Iowa corporation.

WHEREAS, Declarant is the Owner of certain real estate property located in the City of Urbandale, Dallas County, Iowa which is legally described as follows:

Lots 1 – 101, inclusive, of Acadia Plat 2, an Official Plat now including in and forming a part of the City of Urbandale, Dallas County Iowa.

WHEREAS, the property referenced above is referred to as the “Plat 2 Property;” and

WHEREAS, Declarant is desirous of protecting the value and desirability of the Plat 2 Property.

NOW, THEREFORE, Declarant hereby declares that the Plat 2 Property shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the Plat 2 Property and which shall run with the land and shall be binding on 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.

1. DEFINITIONS

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided herein:

- A. “Association” shall mean and refer to The Acadia Owners Association, Inc., its successors and assigns, a nonprofit corporation organized pursuant to Chapter 504 of the Code of Iowa, 2014, as referenced in the Master Declaration of Covenants for Acadia.

- B. "Board of Directors" shall mean the Board of Directors of the Association.
- C. "Common Areas" shall mean the Common Areas as defined in the Master Declaration.
- D. "Declarant" shall mean and refer to Accurate Land Company, Inc. an Iowa corporation.
- E. "Lot" shall mean and refer to each and any individual parcel of land within Acadia Plat 2, shown on the recorded Official Plat of Acadia Plat 2, and numbered as Lots 1 through 101, inclusive.
- F. "Master Declaration" shall mean the Master Declaration of Covenants for Acadia under which the Declarant has established covenants governing the use and development of Property, as described therein which includes the Plat 2 Property and providing for the establishment of the Association for the ownership and/or maintenance of certain Common Areas as defined therein which serve the Property.
- G. "Member" shall mean and refer to those persons entitled to membership in the Association.
- H. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house or pool house.
- I. "Owner" shall mean and refer to the owner of the record (whether one or more persons or entities) of the legal or equitable title to any Lot.

2. RESIDENTIAL USE

All Lots in the Plat 2 Property shall be residential lots and shall not be improved, used, or occupied for other than private residential purposes. No full-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities which may be permitted under the terms and provisions of the Zoning Ordinance of the City of Urbandale, Iowa applicable to Acadia Plat 2.

3. BUILDING TYPES

Except as otherwise specifically provided for herein, no Outbuilding or other accessory building or structure shall be constructed, altered, or maintained on any Lot, other than a detached, single-family dwelling, unless such Outbuilding or other accessory building or structure is in harmony aesthetically as to external design, colors and materials with the residence constructed on the Lot.

4. BUILDING AREA

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 feet of living area requirements:

- A. One story dwellings shall have finished floor area of not less than 2,000 square feet, one and one-half story dwellings shall have finished floor area of not less than 2,400 square

feet, and two story dwellings shall have finished floor area of not less than 2,600 square feet.

- B. In computing total finished 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 area requirement.
- C. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.

No dwelling structure of any kind may be moved onto any Lot. All exterior painted portions of new dwellings constructed on any Lot shall be painted with one of the colors designated in writing by Declarant as being an acceptable exterior color. All exterior painted portions of dwellings which are re-painted shall be re-painted in one of said colors or another conservative and traditional dwelling color.

5. DESIGN AND CONSTRUCTION

- A. No mobile home or manufactured home as defined in the Code of Iowa shall be placed upon or erected on any Lot.
- B. All dwellings shall have a minimum of a three car attached garage. All dwellings shall have a Portland cement concrete driveway running from the city street to the garage.
- C. No exterior dog runs or trash receptacles shall be allowed.
- D. All building structures or improvements of any kind must be completed within twelve (12) months from the commencement date of the construction of said building structure or improvement.
- E. No above-ground (or other non-permanent) swimming pools shall be permitted on any Lot.
- F. Acceptable roofing materials are slate, tile, cedar shingles, cedar shakes, standing seamed copper, and heavy asphalt shingle. Asphalt shingles shall have a minimum weight of 280 pounds per square. Shingles shall be of a style and construction so as to create shadow and texture similar to shakes or slate. All roofs shall have a minimum 6/12 pitch.
- G. All dwellings must have decorative brick for at least 25% of its front exterior surface. Any lap siding used must not be greater than 8 inches.

6. TEMPORARY AND OTHER STRUCTURES; CERTAIN USES

No temporary building or structure shall be built upon or maintained on any Lot. Not camper, motor home, boat, trailer, tent, shack, garage, unfinished dwelling basement or Outbuilding shall be used at anytime as a dwelling. No truck with a gross vehicle weight greater than forty-five hundred (4,500) pounds and no camper, motor home, boat, jet ski, snowmobile, trailer, work van, work truck, mechanical equipment or similar property may be parked or maintained on any Lot

(except inside a garage) or on the public street adjacent to any Lot, other than on a temporary basis; provided that this restriction shall not apply to what are customarily considered sport utility vehicles, passenger vans or "conversion vans" or 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 ten (10) days per year. At no time shall an automobile, motorcycle, truck, camper, motor home, other vehicle, boat, jet ski, snowmobile, trailer, mechanical equipment or similar property be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling. No automobile, motorcycle, truck, camper, motor home, other vehicle, boat, jet ski, snowmobile, trailer, mechanical equipment or similar property may be at anytime parked or maintained on the yard of any Lot.

7. FENCES

No fence shall be built or maintained within the building setback area as shown on the recorded Official Plat of Acadia Plat 2 (or as established by the zoning ordinance of the City of Urbandale, whichever is the more restrictive) and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. Fences shall be allowed on or across drainage easements or waterways as long as they do not impede the water flow and are kept clean from any debris buildup. All fences must be constructed of wood or wrought iron. Chain link fences shall be permitted only if it is black vinyl-coated.

8. RUBBISH CONTAINERS

No rubbish 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.

9. LANDSCAPING

If the Owner of the Lot does not commence construction within six (6) months after the purchase of the Lot from Declarant, the Owner shall be required to grade the Lot, seed the Lot to grass and keep it properly mowed. Following completion of construction of a residential dwelling on any Lot, the front yard, side yard and rear yard shall be fully sodded, but such parts of the yard which were previously seeded and have a full stand of grass shall not be required to be sodded, as well as any other areas designated in a written waiver by Declarant.

No hedge or shrub planting which obstructs sightlines at elevations between two (2) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at point thirty-five (35) feet from the intersection of the street lines, or in the case of a rounded property corner within the triangular area formed by the intersection of the street property line with the edge of the driveway. No trees shall be permitted to remain with such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstructions of such sightlines.

The Owner shall keep the Lot free of debris and shall keep the same mowed so that the grass does not exceed six inches in height.

10. SIDEWALKS

The purchaser of a Lot shall, at the purchaser's expense, install public sidewalks in accordance with the specification of the City of Urbandale. The installation and construction of the sidewalks shall be completed upon the earlier of: (i) substantial completion of the residential dwelling on said Lot; or (ii) one (1) year following the purchase of the Lot from Declarant.

11. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Official Plat of Acadia Plat 2 or are reserved on separately recorded easements. 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 area (except customary and traditional 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. 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. In addition to drainage way easements, there may be flowage ways, intermittent streams and/or other such waterways flowing through a Lot. No building, fence or other obstruction may be allowed to impede or in any way restrict the flow of water through such waterways. Maintenance of such waterways, including but not limited to the placement of riprap as may from time to time be necessary, is the duty and responsibility of the Lot Owner. The Association, its agents and contractors shall have an easement and license to, in and over each Lot for the purpose of performing its maintenance obligations and for access to accomplish such maintenance.

12. NUISANCES

No noxious or offensive activity or odors shall be permitted upon or shall be permitted 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.

13. 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 of Urbandale, 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, and (iii) a customary and traditional sign (one per Lot) advertising a Lot or dwelling for sale, not exceeding 1,296 square inches. In the event that any 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.

14. 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 Lot.

15. ANTENNAS

No exterior towers or antennas of any kind shall be constructed, modified, or permitted on any Lot, except as herein specifically permitted. Customary television or radio antennas not exceeding five (5) feet in height shall be permitted if attached directly to either the dwelling or the garage. A satellite dish (or similar structure) with a diameter of less than nineteen inches (19") shall be permitted if attached directly to either the dwelling or the garage. A satellite dish or similar structure greater in diameter than nineteen inches (19") shall be permitted to be placed elsewhere on a Lot, but only if it is totally hidden from view by a customary and traditional screen of suitable height (or otherwise totally hidden from view) from all other areas within the Property and streets and other properties adjoining the Property.

16. MAINTENANCE

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. 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.

17. CERTAIN ANIMALS PROHIBITED

No animals, livestock 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 three dogs and/or cats be kept on any one Lot at any one time. Dogs must reside in the dwelling. No dog may be kept outside a dwelling for more than two (2) hours per day.

18. SURFACE WATER DETENTION AND OUTLOTS T, U, V, W, X, Y AND Z

In regard to all matters concerning surface water, each Lot shall be subject to and benefited by such easements as may exist for the flowage of surface water under the law of the State of Iowa, and under the Acadia Plat 2 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement filed with the platting documents for the Property (the "Storm Water Management Facility Agreement") pertaining to storm water detention in Outlots T, U, V, W, X Y and Z of the plat, which Outlots, other than Outlot T, shall be owned by the Association.

- A. The Association shall be responsible for the management and control, for the benefit of the Owners and other owners of Lots in other plats who are also Members of the Association, of Outlots T (to the extent of any storm water detention area included therein), U, V, W, X Y and Z, as Common Areas referenced in the Master Declaration, and all improvements thereon, and shall keep the same in good, clean and sanitary condition, order and repair in compliance with the standards of sound property

management and the terms of the Master Declaration and Storm Water Management Facility Agreement. The Association's responsibilities as to such Outlots (but as to Outlot T only as to the storm water detention area located therein) include the following:

- (i) Maintenance, repair, removal, replacement or inspection of the storm water detention area and all improvements in such Outlots.
- (ii) Compliance with and enforcement of any provisions of the Master Declaration, the Storm Water Management Facility Agreement, or the Bylaws of the Association with regard thereto.
- (iii) Mowing and maintenance of grass and landscaped areas therein.
- (iv) removal of obstructions therefrom.

Notwithstanding the foregoing, the costs of construction of the storm water detention facilities in such Outlots, and the repair, reconstruction, maintenance or replacement thereof and the costs thereof resulting from the development activities of the Declarant, shall be the responsibility of the Declarant.

- B. In the event that the need for maintenance or repair of any portion of such Outlots is caused through the willful or negligent acts of a Member, or through the willful or negligent acts of the family, guests or invitees of a Member, the cost of such maintenance or repair shall be added to and become part of the assessment to which the Member is subject, shall be a lien upon the Lot and residence of such Member, and shall become due and payable upon demand.

19. MEMBERSHIP IN THE ASSOCIATION; COMMON AREAS; ASSESSMENTS

- A. Every Owner of a Lot shall be a Member of the Association, subject to the terms of the Master Declaration pertaining to rights and obligation of Members with regard to voting rights in the Association, use of the Common Areas, assessments payable for the management and maintenance of the Common Areas, and Declarant's rights to control the Association while it owns any Property covered by the Master Declaration. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot.
- B. All provisions of the Master Declaration are incorporated herein by this reference as if fully set forth herein.

20. ENFORCEMENT OF COVENANTS

This Declaration of Residential Covenants, Conditions and Restrictions shall be deemed to run with the land, binding upon and inuring to the benefit of the Declarant, the Owners, the Association and the City, and the Declarant and/or the Association and/or Owner of any Lot and/or the City may bring an action in any court of competent jurisdiction to enforce this Declaration of Residential Covenants, Conditions and Restrictions 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.

21. AMENDMENTS OF COVENANTS

This Declaration of Residential Covenants, Conditions and Restrictions may be amended from time to time with the approval of the Owners; provided, however, only the Declarant shall have a right to amend the Declaration if the Declarant continues to own one or more Lots subject to this Declaration, or has not otherwise waived its right to be the sole voting member of the Association; and may then do so without the consent of any other Owners or their lenders. Said approval shall otherwise be given by the affirmative vote of not less than two-thirds (2/3) of the Lot Owners, with only one Owner of each Lot counting toward such two-thirds (2/3) majority. 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 with regard to matters pertaining to this Declaration but voting rights as to matters pertaining to the Association shall be governed by the Master Declaration. 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 Dallas County Recorder.

22. PERIOD OF COVENANTS

This Declaration of Residential Covenants, Conditions and Restrictions as it relates to covenants, conditions and restrictions subject to the limitations period under Section 614.24 of the Iowa Code, as amended, shall continue and remain in full force and effect at all times as to the Plat 2 Property and as to the Owners of any Lot, regardless of how title was acquired, for a period of twenty-one (21) years from the date of the recordation of this Declaration in the office of the Dallas County Recorder. Pursuant to Section 614.24 of the Code of Iowa, as amended, the provisions of this Declaration subject to the time limitations of such Section may be extended for an additional period of twenty-one (21) years by the filing of record by any Owner, the Declarant, or the Association of a certified claim in the records of the Dallas County Recorder prior to the twenty-first anniversary of the date of the filing of this Declaration, or the twenty-first anniversary of the last filing of such a verified claim.

23. ENFORCEMENT AND WAIVER

- A. 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.
- B. Wherever there is a conflict between this Declaration and the zoning ordinance of the City of Urbandale, Iowa, the more restrictive provision shall be binding.

24. DISCLAIMER

Declarant may at anytime by written instrument filed with the Dallas County Recorder, disclaim its right and powers hereunder and thereafter it shall have no rights or responsibilities hereunder.

Declarant shall have no liability in or for damages of any sort to any Owner, or any lessee or occupant of any Lot, or otherwise to any person for any exercise or failure to exercise any right (or duty or obligation, if any) of Declarant hereunder, for the making of an amendment or modification hereto by Declarant for the granting of approval or withholding of approval required or permitted under the terms of this Declaration or in any other manner arising herefrom. Provided, however, any Owner may exercise any rights such Owner may have against Declarant or otherwise seek to enforce the provisions of this Declaration against Declarant by any action in equity for specific performance or injunctive relieve to which the Declarant shall be subject. The remedies of specific performance and injunctive relief shall be the only remedies against Declarant for any exercise or failure to exercise any right (or duty or obligation, if any) of Declarant hereunder, for the making of an amendment or modification hereto by Declarant, for the granting of approval or withholding of approval required or permitted under the terms of this Declaration or for other matters arising herefrom, all other remedies being expressly waived. Notwithstanding the foregoing, the rights and powers of the Declarant hereunder, if not previously waived or relinquished, shall be deemed to have been disclaimed by Declarant on the date on which Declarant conveys the last Lot it owns in the Property, and thereafter enforcement and/or extension of this Declaration may be carried out exclusively by the other parties as provided in Sections 20 and 22 above.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Declarant has caused this Declaration of Residential Covenants, Conditions and Restrictions, to be executed as of the date first written above by the Declarant.

DECLARANT:

ACCURATE LAND COMPANY, INC.,
an Iowa corporation

By: *Kevin J. Johnson*
Kevin J. Johnson, President

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on the 20th day of October, 2016,
by Kevin J. Johnson, as President of Accurate Land Company, Inc.

Lisa Jo Skipton
Notary Public in and for the State of Iowa
My Commission Expires 02/21/17
[stamp]



**CONSENT OF MORTGAGEE TO
DECLARATION OF RESIDENTIAL COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR ACADIA PLAT 2**

The undersigned, Great Western Bank, is the holder of a certain mortgage against the Property submitted to the Declaration of Residential Covenants, Conditions and Restrictions for the Acadia Plat 1 which said Mortgage is recorded in Book 2012, Page 23599 of the Dallas County records. By its execution of this Consent, the undersigned hereby consents to the submission of the Property described in the Declaration and covered by such Mortgage to the covenants and provisions of the Declaration, such that the lien of the undersigned as to such Property so submitted would become subject to the terms of the Declaration in the same manner as if the Declaration had been filed of record on the date prior to the date of the filing of record of the above-referenced Mortgage.

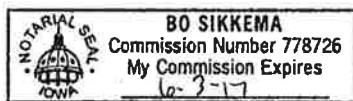
Dated this 20 day of October, 2016.

GREAT WESTERN BANK

By: *Patrick Reding*
Name: Patrick Reding
Title: SVP

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on the 20 day of October, 2016,
by Patrick Reding, as S.V.P. of Great
Western Bank.



Bo Sikkema
Notary Public in and for the State of Iowa

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