

**DECLARATION OF RESIDENTIAL RESTRICTIONS
PROTECTIVE COVENANTS AND CONDITIONS FOR
AUTUMN RIDGE PLAT ONE**

THIS DECLARATION IS MADE THIS ____ DAY OF _____, 2003.

WHEREAS, DECLARANT is the owner of real property known as Autumn Ridge Plat One (1) located in Indianola, Warren County, Iowa, which is declared as:

Lots 1 through 28, inclusive, Autumn Ridge Plat One, an Official Plat of the City of Indianola, Warren County, Iowa.

NOW THEREFORE, Declarant hereby publishes and declares that all of the Property shall be held, sold and conveyed subject to the following easements and restrictions, covenants, conditions, uses, limitations and obligations, all of which are for the purpose of protecting the value and desirability of the Property and all of which shall run with the land and shall be a burden and a benefit to, any and all parties acquiring or owning any right, title or interest in any part of the Property and their heirs, successors, assigns, grantees, executors, administrators and devisees:

I. DEFINITIONS

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

- A. Autumn Ridge Plat One shall mean the real property located in the Residential subdivision described above.
- B. Declarant shall mean Fred J. Dowie, and his successors and assigns.
- C. Lot shall mean and refer to any individual parcel of land which is described above as shown upon the recorded plat of Autumn Ridge Plat One.
- D. Building Plot shall mean and refer to one or more platted lots in Autumn Ridge Plat One.
- E. Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or building plat which is a part of Autumn Ridge Plat One.

- F. Outbuilding shall mean an enclosed covered structure directly attached to the residence to which it is appurtenant or located within the Lot of said Residence.

II DESIGNATION OF USE

All lots in Autumn Ridge Plat One shall be known and described as residential lots and shall not be developed with more than one single family dwelling each and shall not be improved, used or occupied for other than private residential purposes, except by permission of Declarant. No full time or part time business activity may be conducted on any lot or any building structure constructed or maintained on any lot in Autumn Ridge Plat One except model homes during the construction period except by permission of Declarant.

III BUILDING TYPES

- A. No building or structure shall be constructed, altered or maintained on any building plot other than a detached single family dwelling with no less than two car attached garage.
- B. No factory-built structure of closed construction nor any factory-built structure of open construction assembled away from the building site shall be hereafter built on any lot in this tract.
- C. All homes must have a minimum of a 230 lb., 30 year warranty, heavy duty architectural grade shingles and a minimum of 20% brick on the front elevation, to be determined by Declarant from the front elevation as shown on the plans submitted to Declarant pursuant to Section V.

IV BUILDING AREA

For Lot 1-28, no dwelling shall be constructed or permitted to remain upon any building plot in the this subdivision unless it meets the following ground floor area requirements.

- A. One-story dwellings must have a ground floor finished area of not less 1300 square feet.
- B. One and one-half story dwelling must have not less than 1500 total square footage.
- C. Two-story dwellings must have a total of not less that 1500 total square footage.
- D. Split entry dwellings must have a finished area of not less than 1400 square footage.

- E. Split level dwellings must have a finished area of not less than 1400 square footage.
- F. No building shall be erected on any lot unless the design and location is in harmony with existing structures in the tract. The building must not conflict with other buildings in the tract. The building must not conflict with other buildings in the tract through improper orientation, setbacks, landscaping and screening, grading, traffic circulation or architectural incompatibility.

In the computation of minimum square footages, the same shall not include any porches, breezeways or attached or built-in garages or basement areas.

V. APPROVAL OF PLANS

In order to preserve the general design for the development of the whole of Autumn Ridge Plat One, no building of any kind, nor any addition thereto shall be erected in Autumn Ridge Plat One unless the plan, design, building materials, exterior colors and location thereof shall have been first approved, in the sole discretion of the Declarant or the Association as the case may be. Approval of a plan shall not be unreasonably withheld if the plan is consistent with the theme of the development.

VI. TEMPORARY STRUCTURES OR EQUIPMENT

No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any times as a residential dwelling on any building plot either temporarily or permanently.

VII. SIGNS

No sign 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 and other signs displayed by Warren County, the City of Indianola or by other governmental units, and except signs which have been approved by Declarant or its authorized agent. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those lots and remove said signs. Real estate signs by the Declarant will be permitted until sales in such development are completed.

VIII. TOWERS

No exterior towers or antennae of any kind shall be constructed, modified or permitted on

the ground of any building plot. Television or radio antennae are permitted on dwellings or garages, provided they do not exceed the height which is necessary to obtain reasonably good reception from radio and TV towers located within a 35 mile radius, and are properly screened so as not to be visible from public streets.

IX. NUISANCES

No noxious or offensive activity or odors shall be permitted on or to escape from any building plot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.

X. LIVESTOCK AND POULTRY PROHIBITED

No animals, livestock or poultry of any kind shall be raised, bred or kept on any building plot hereby restricted, except for dogs, cats and other common household pets and those owners keeping dogs or cats or other common household pets on any building plot shall, in all respects and at all times, comply with the laws of the State of Iowa, and the ordinances of the County of Warren and City of Indianola, Iowa with respect thereto.

XI. EASEMENTS

Easements for installation and maintenance of public utilities, sanitary sewer, storm sewers, overland flowage, and water mains as shown on the Official Plat of said are hereby reserved. Declarant shall have the right to make a specific grant of the "Public Utility Easements" shown thereon for construction, reconstruction and maintenance of underground electric lines and/or telephone lines to Indianola Municipal Utilities and/or MediaCom, or their successors, grantees, or assigns, and to make a specific grant of sanitary sewer, storm sewer, overland flowage, sidewalk and water main easements to the City of Indianola, Warren County, Iowa. The owner or occupant of a building plot shall, at his own expense, build and preserve that portion of any sidewalk located on a sidewalk easement within his property and in good repair and condition at all times, and shall neither erect nor permit erection of any building structure or fences of any kind, nor permit any growth of any kind which might interfere in any way with the use and maintenance of said telephone and electric services and said storm sewer, overland flowage, sanitary sewer and water main services and usage of sidewalks. The City of Indianola, Iowa, shall at all times have reasonable access to all lots for fire and police protection.

XII. LANDSCAPING CONTROL AND CONSTRUCTION

- A. To maintain uniformity, all lots must be fully sodded from the street to a minimum of 30" from the rear of the house.

- J. From the date of purchase of a lot, the owner shall maintain the lot, including, but not limited to, mowing, grass, trimming trees and bushes and debris removal.

XIII. ACCESSORY STRUCTURES

Any dog run, trash receptacles, tool shed or other out structure of like nature shall be properly screened by privacy fence and shrubbery which must be approved by Declarant or its authorized agent. Swimming pools, tennis courts, tool sheds and other accessory structure or improvements shall not extend farther than the front line of the residence extended to the side lot lines and shall not be located within 20 feet of any side or rear lot line, except where approved by Declarant as necessary to preserve trees and natural habitat or architectural integrity.

XIV. ENFORCEMENT

Each owner of a lot in Autumn Ridge Plat One, by acceptance of a deed thereof specifically agrees to the obligations and conditions set out in these restrictions and to become a member of the Association, if any such Association is formed. If any entity shall violate or attempt to violate any of the covenants, conditions or restrictions contained in this document, it shall be lawful for Declarant, so long as it owns any interest in land in Autumn Ridge Plat One, Warren County, Iowa, or any other owner of a lot or part thereof in Autumn Ridge Plat One, to bring an action against any owner attempting to violate any of these covenants or restrictions, for such relief as may be permitted by law, including, but not limited to, injunctive relief, damages, attorney fees and costs.

XV. 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 July 1, 2013 A.D., at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of five (5) years each, unless such covenants, restrictions or provisions are amended, modified or changed or canceled, in whole or part, by written agreement signed by the owners or owners of more than fifty percent (50%) of the lots hereby restricted, and recorded in the office of the Recorder of Warren County, Iowa and indexed in the Miscellaneous Records, at least one year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. However, the Declarant can change or amend the covenants at any time prior to the 2013 A.D. period.

XVI. SEVERABILITY

Invalidation of any of these covenants, conditions or restrictions by judgment or court order shall in no way affect any of the other covenants, conditions or restrictions contained herein which shall remain in full force and effect.

Signed this ____ day of _____, 2003, A.D.

Declarant
Fred J. Dowie, Jr.

By _____
Fred J. Dowie, Jr.

STATE OF IOWA)
)ss
COUNTY OF _____)

On this ____ day of _____, 2003, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared Fred J. Dowie, Jr. to me personally known, who being by me duly sworn, did say he that his execution of this instrument is his voluntary act and deed.

Notary Public in and for the State of Iowa