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Polk County Iowa  
TIMOTHY J. BRIEN RECORDER  
File# 2006-00045032

BK **11369** PG **83-88**

**RETURN TO:**

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Instrument prepared by and Return to: Deborah S. Krauth, 1416 Buckeye, Ste. 200, Ames, Iowa 50010; (515) 233-3000

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**RESTRICTIVE COVENANTS AND REGULATIONS FOR  
SINGLE FAMILY HOMES  
IN HIDDEN CREEK PLAT 3**

WHEREAS, the undersigned are the owners of all Lots contained in Hidden Creek Plat 3, Ankeny, Iowa; and

WHEREAS, for their own protection and for the benefit of subsequent owners of Lots within said subdivision, the said owners desire to restrict the use thereof in certain particulars;

NOW, THEREFORE, the parties hereto, in consideration of the covenants and agreements of each other, by these presents, covenant, bargain and agree among themselves and for their successors and assigns, as follows:

1. All Lots shall be known and described as residential Lots and shall not be improved, used or occupied for other than private single-family residential purposes.
2. The residences to be constructed or to be permitted to remain on all Lots shall meet the following requirements:
  - a. One-story residences on all Lots shall have a ground floor finished area of not less than 1,240 square feet.
  - b. One and one-half story residences or split-level residences shall have a total finished floor area of not less than 1,600 square feet.
  - c. Two-story residences shall have a total finished floor area of not less than 1,600 square feet.
  - d. The computation of the floor area shall not include porches, breezeways or garages.

3. Lots 1 through 36 shall not be subdivided for the purpose of constructing more than one residence per Lot; however, parts of Lots may be conveyed to adjoining Lot owners for any other purpose.
4. No building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition, change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the managers of Hunziker Land Development Company, L.L.C. hereinafter referred to as "Developers," or by an Architectural Committee appointed by the Developers. The primary guidelines for approval are that the plans and specifications reflect harmony of external design and location in relation to surrounding structures and drainage patterns in accordance with the storm water management plan.

When dwellings have been constructed on all Lots within Hidden Creek Plat 3 to Ankeny, Iowa, the requirements imposed by this paragraph shall terminate.

5. The following restrictions shall also constitute covenants:
  - a. There shall be no mobile homes placed or erected on any Lot.
  - b. No pre-erected dwelling shall be moved to any Lot.
  - c. All dwellings must have, at a minimum, a double attached garage.
  - d. No more than twelve inches of concrete block, poured concrete or wood foundation shall be exposed on any building unless the exposed material is covered with brick, stone veneer or siding. Exposed foundations must be painted to blend with exterior wall finishes.
  - e. All Lots may have fences in the rear yard only. Chain link fences shall be permitted; however, no galvanized finish shall be permitted.
  - f. All building structures or improvements of any kind must be completed within twelve months of the commencement date of the construction. All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete or other debris may not be placed on other land within the subdivision. **IF CONSTRUCTION HAS NOT BEGUN ON A LOT WITHIN 12 MONTHS OF THE DATE ON THE DEED FROM DEVELOPERS, THE OWNER OF RECORD, AT DEVELOPER'S REQUEST, AGREES TO DEED THE PROPERTY BACK TO DEVELOPERS FOR 90% OF THE ORIGINAL PURCHASE PRICE. THERE WILL BE NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST FROM THE TIME OF THE ORIGINAL PURCHASE OF THE LOT AT THE TIME THE**

**DEED IS CONVEYED TO DEVELOPERS. DEVELOPERS WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES AND TRANSFER TAXES. ON ISSUANCE OF AN OCCUPANCY PERMIT FOR A RESIDENCE, THIS RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT LOT.**

- g. All homes must be built by a recognized homebuilder which shall be defined as a homebuilder who completes construction of at least three new homes annually.
- h. All finished Lots and house grades shall conform to the Developer's grading plan which must be obtained from the Developers prior to construction.
- i. All mailboxes shall be placed according to United States Postal Service regulations.
- j. Above ground or non-permanent swimming pools shall be permitted but may not exceed twenty feet in diameter and must be screened for safety.
- k. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.
- l. No tent, trailer, boat, camper, motor home or truck rated larger than  $\frac{3}{4}$ -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 total of thirty (30) days in any calendar year or forty-eight (48) consecutive hours.
- m. No rubbish containers shall be visible from the street except on pickup day and one day before and one day after pickup day. Construction waste containers shall be exempt from this provision; however, the builder or Lot owner shall be responsible for keeping the construction debris contained on the Lot and in the construction waste containers.
- n. Satellite dishes or parabolic devices in excess of twenty-four (24) 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.
- o. No extension towers or antennas of any kind shall be constructed, modified or permitted on any Lot except television or radio antennas of less than ten (10) feet are permitted on dwellings or garages.

- p. No noxious or offensive activities or odors shall be permitted on or to escape from any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance, either temporarily or permanently.
- q. 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. Dogs must be tied, fenced or on a leash at all times.
- r. Following construction of the residential dwelling on any Lot, the front yard and side yard(s) shall be timely sodded. The requirement for sod shall be waived where a permanent underground irrigation system is installed on the Lot. Fifteen (15) feet of the rear yard, measured from the rear of the dwelling, shall be sodded. The remainder of the yard shall be seeded or sodded.

In addition to seeding and sodding, the builder or Lot owner shall expend a minimum of \$1,500 for landscaping. The landscaping shall include at least one 1½-inch caliper tree.

- s. When the City of Ankeny requires the construction of public sidewalks, the sidewalks shall be constructed within twelve (12) months following the sale of any Lot or at the time of occupancy of any dwelling on a Lot, whichever occurs first.
- t. All retaining walls shall be constructed of stone or masonry product. NO wood landscaping timbers shall be used to construct retaining walls, except that window well retaining walls that are not visible above grade may be constructed using wood landscaping timbers.
- u. Roof materials should be slate, tile, cedar shakes or composition shingles. Shingle colors shall be compatible with and complimentary to the exterior materials and colors. White or white blend roof shingles are not acceptable.
- v. Once a Dwelling is sold and occupied, signage 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 Dwelling 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 and 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 (2) 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 be displayed for a maximum of two weeks. Other signs permitted by Declarant shall be displayed for such times as authorized by Declarant. All such signs shall be limited to no more than 39" wide and 24" high 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 is visible through window or glass openings or, except for vehicles with professionally made business signage on the vehicles, attached to vehicles parked within the neighborhood.

- w. All outdoor light fixtures shall be designed, installed and maintained to prevent light trespass beyond the boundaries of the Lot. "Full cutoff" outdoor light fixtures which emit no light at or above the horizontal plane of the fixture shall be utilized for all dusk to dawn light fixtures exceeding 300 lumens and for all manually switched or occupancy sensor switched fixtures exceeding 1000 lumens. Christmas lighting or other temporary outdoor lighting shall be exempt from this provision, but shall remain in place no longer than six weeks.
  - x. Each Lot owner shall keep the Lot free of weeds and debris and shall take all necessary steps to control erosion on the Lot. All Lot owners shall implement appropriate erosion control measures before, during and after construction. These measures may include silt fences, ground cover and seeding over exposed areas. If, in the opinion of Developers, erosion is not properly controlled, corrective action may be taken and the costs assessed against the Lot owner.
  - y. All lots may have dog runs, tool sheds or other outside structures of no more than 120 square feet total floor area. The exterior of these must match the exterior finish of the main structure on the lot.
6. All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.
  7. In case of violation of any of the covenants, any person then owning a Lot in said subdivision or the City of Ankeny, Iowa, is authorized to resort to an action of law or equity for relief, either by injunction or in damages, against the person so violating said covenants.
  8. Invalidation of any of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions, but they shall remain in full force and effect.

Dated at Ankeny, Iowa this 8<sup>th</sup> day of August 2005.

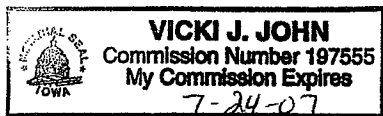
HUNZIKER LAND DEVELOPMENT COMPANY, L.L.C.

By: Charles E. Winkleblack  
Charles E. Winkleblack, Manager

By: Dean E. Hunziker  
Dean E. Hunziker, Manager

STATE OF IOWA            )  
                                  )ss:  
COUNTY OF STORY        )

On this 8<sup>th</sup> day of August, 2005, before me, Notary Public in and for the State of Iowa, personally appeared Dean E. Hunziker and Charles E. Winkleblack, to me personally known, who being by me duly sworn did say that these persons are Managers of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Dean E. Hunziker and Charles E. Winkleblack acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Vicki J. John  
Notary Public in and for the State of Iowa