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Doc ID: 033469900010 Type: GEN  
Kind: RESTRICTIVE COVENANT  
Recorded: 10/26/2018 at 02:00:13 PM  
Fee Amt: \$52.00 Page 1 of 10  
Revenue Tax: \$0.00  
Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2018-00033318

BK 17124 PG 624-633

**RETURN TO:**

Return to Preparer: Lisa R. Wilson, Wilson, Guerrero & Egge, P.C., 475 Alice's Rd, Ste A, Waukee, IA 50263 (515) 369-2502

**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR CARPENTER WOODS**

THIS DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR CARPENTER WOODS (this "Declaration") is made this 4 day of October, 2018, by the Lyle and Jean Carpenter Trust U/T/A dated February 25, 2000 ("Declarant").

WHEREAS, Declarant owes certain real property legally described as follows:

Lots One (1) through Nineteen (19), and Outlots W, X, Y and Z, in Carpenter Woods, an Official Plat, Polk County, Iowa.

(collectively the "Property" or "Carpenter Woods").

WHEREAS, Declarant desires to establish and place certain residential covenants, conditions and restrictions upon the Property, and to reserve certain easements for the benefits of the Property and each Owner thereof.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. "County" shall mean and refer to Polk County, Iowa.

Section 2. "Declarant" shall mean and refer to Lyle and Jean Carpenter Trust U/T/A dated February 25, 2000, and its successors and/or assigns.

Section 3. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Carpenter Woods to which the Property is subject.

Section 4. "Lot" shall mean and refer to Lots 1 through 19, inclusive, as shown on the recorded plat of Carpenter Woods, and any additional lots within any replats of the Property made

and recorded in accordance with the statutes of the State of Iowa which may later be brought within the jurisdiction of the Declaration.

Section 5. “Owner” shall mean and refer to the record owner, whether one or more persons and entities, including the Declarant, or a fee simple title to any part of the Property, but excluding those having such interest merely as security for the performance of any obligation, and excluding those having a lien upon the property by provision of operation of law. A vendee in possession under a recorded contract of sale of any part of the Property shall be deemed the owner thereof.

Section 6. “Outbuilding” shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed, storage shed, garden house, pool house, barn or detached garage.

Section 7. “Outlot” shall mean and refer to Outlots W, X, Y and/or Z as shown on the recorded plat of Carpenter Woods, and any additional outlots within any replats of the Property made and recorded in accordance with the statutes of the State of Iowa which may later be brought within the jurisdiction of the Declaration.

Section 8. “Plat” shall mean and refer to the official subdivision plat of the Property filed in the records of the office of the Recorder of Polk County, Iowa.

Section 9. “Property” shall have the meaning set forth on Page 1 and shall include any Additional Land when annexed and subjected to this Declaration, but shall exclude and not refer to any portion thereof conveyed, dedicated or granted to the County now or in the future.

Section 10. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless the context permits only one such manner.

## ARTICLE II

### NOTICE OF ADJACENT AGRICULTURAL USE AND NATURE OF RURAL LIVING

Section 1. Notice of Adjacent Use. The adjacent property as well as properties in the general vicinity are being used, and may continue to be used, for agricultural purposes as permitted by the County Zoning Ordinance, including, but not limited to, farming operations and raising of livestock. Any Lot Owner shall be deemed to have consented to the use of adjacent property or property in the general vicinity pursuant to the agricultural uses presently permitted as a matter of right under the County Zoning Ordinance and also barred from objecting to any use which was lawful under the County Zoning Ordinance as of the filing date of this Declaration.

Section 2. Notice of Rural Living. By the filing of this Declaration, notice is hereby given that the Property has been platted for and is intended to be used for country estate residential purposes in a rural setting. Consequently, certain urban infrastructure, such as natural gas mains and sanitary sewer are not planned for the Property by the Declarant. Owners must be prepared to make arrangements for adequate private sanitary sewer or septic systems and LP or propane storage on their own Lot which meet the requirements of the local governmental authority and are used in compliance with all applicable governmental regulations.

ARTICLE III  
DESIGNATION OF USE

Section 1. Designation of Use. All Lots shall be known and described as 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 and dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the local zoning ordinances.

Section 2. Model Homes and Offices. Declarant reserves the right to use any of its Lots as models and to sell, assign, or conduct other business in connection with the construction and development of the Property from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain model homes, erect signs, maintain an office, staff the office with employees, and to show any of its Lots then unsold.

ARTICLE IV  
BUILDING TYPES

Section 1. Building Types. No building or structure shall be constructed, altered or maintained on any Lot that is inconsistent with the terms of this Declaration or is in violation of local ordinances. No building or structure of any kind shall be moved onto any Lot. The construction of any building or structure on any Lot shall be performed utilizing then acceptable construction methods and procedures, including (but not limited to) on-site "stick-built" construction. Modular homes are strictly prohibited.

Section 2. Temporary Structures. No temporary building or structure shall be built or maintained on any Lot. No Outbuilding, trailer, camper, motor home, watercraft, basement, tent, shack, shed, garage, barn, outhouse, or other building shall be used on any Lot permanently as a residence.

ARTICLE V  
BUILDING AREA, DESIGN AND CONSTRUCTION

Section 1. Building Area, Design and Construction. No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements.

- A. One story dwellings must have a finished area of not less than 1,600 square feet.
- B. One and one-half story, split-level and split foyer dwellings must have a finished area of not less than 1,800 square feet.
- C. Two story dwellings must have a finished area of not less than 2,000 square feet
- D. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.
- E. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.

- F. All exterior painted portions of any dwelling shall be finished with earth tone colors.
- G. All dwellings, structures or improvements of any kind must be completed within twelve (12) months of the date the building permit was issued.

Section 2. Additional Design Criteria and Standards. All improvements and appurtenances thereto constructed or permitted to remain upon any Lot shall conform to the following additional design criteria and standards:

- A. The cutting down and removal of tress or saplings shall be limited to the absolute minimum needed for construction of any improvement upon a Lot. Established trees removed for construction shall be only directly on the structure site or four (4) feet from any road or driveway.
- B. All utility connection facilities and services shall be underground.
- C. Power generation applications for personal use with appropriately-scaled mechanism such as windmills or solar panels may be installed on a Lot for the purpose of generating power by converting energy from wind or sun into electricity. All such utility equipment and components must be approved in writing by Declarant prior to commencement of construction of such improvements to meet the installation requirement of Declarant.
- D. All Lots served by on-site septic systems with laterals where permitted or peat, sand or similar filter systems recognized and approved by Polk County Board of Health shall be placed, constructed and maintained in accordance with the laws, rules and regulations of the Polk County Board of Health and must conform to the standards adopted by the Iowa Department of Natural Resources. The location of the septic system must be approved in advance of installation by the Polk County Board of Health. The Owner shall be responsible to the Polk County Board of Health to have the septic system annually inspected and shall be responsible for any modifications or repairs to thy system identified by the inspection report. Further, on-site septic systems shall receive periodic pumping when necessary to prevent noxious or offensive odors to escape from any Lot which may become an annoyance or nuisance to other Owners. No toxic or hazardous wastes or chemicals shall be disposed of in the septic system.
- E. Within ninety (90) days of completion of a dwelling upon a Lot, all portions of the Lot shall be fully seeded or sodded, except where the topography, conservancy area, or creek slopes or tree cover does not permit. In such event, the balance of the Lot shall be left in its timberland and natural vegetation. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.

ARTICLE VI  
STORM WATER DISCHARGE PERMITTING REQUIREMENTS

Section 1. Erosion Control. The Owner and/or occupant of each Lot, jointly and severally, whether vacant or improved, their agents, assigns, heirs and/or building contractors, shall take all

necessary precautions to prevent, stabilize and control erosion within its Lot to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot. In the event of any occurrence of soil erosion, the Owner and/or occupant of the Lot shall, jointly and severally, promptly clean up all eroded sediment and restore all affected areas to their original condition.

Section 2. Storm Water Discharge Permit. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot.

Section 3. Indemnity. During the ownership of the Lot, the Owner shall protect, defend, indemnify and hold the Declarant and the other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

## ARTICLE VII SIGNS AND HOME-BASED OCCUPATIONS

Section 1. 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 local governmental entity or by the Declarant (ii) signs which have been approved by Declarant or the Association 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, (iii) a customary sign (one per Lot) advertising a home for sale, not exceeding 1,296 square inches, and (iv) signs which have been approved by Declarant in writing advertising the builder or for promotional or marketing purposes. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the Declarant or the Association is hereby given the right to enter upon such Lot and remove such signs, Declarant reserves the right to install entrance and directional signs with respect to the Property, at locations and of design determined by the Declarant in a manner consistent with local government ordinances.

## ARTICLE VIII EASEMENTS

Section 1. Utility and Other Easements. Easements for installation and maintenance of utilities, drainage, detention facilities, ingress/egress are reserved as shown on the Plat. 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, fence, structure or other improvement of any kind within the easement areas, nor permit any growth of any kind of which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services, drainage and detention facilities within such easement areas. Any berm or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed. No creek, stream, drainage or detention

easement running through any Lot shall be dammed or altered in any way by any person or entity other than Declarant.

Section 2. Surface Water. The topography of the Property is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time, and all Owners shall have rights and obligations with respect thereto as may be provided by such laws.

Section 3. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances and emergency personnel, public and private, over and upon all Lots and any driveway, sidewalk or trail within the Property.

Section 4. Additional Easement Rights. Declarant reserves unto itself, for the benefit of all Lots and the Owners, an easement, right, title, and authority to relocate, alter or otherwise change the location of any drainage, detention, utility or sewer easement and to grant such further easements, licenses, and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility, sewer and similar purposes on or within any Lot. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, detention, utility and sewer easement, or other easement, license or right-of-way by written instrument, or amendment to the Plat. Each Owner shall take title subject to the right and easements reserved herein, provided, however, the rights reserved in this Section shall not be exercised in a manner which unreasonably and adversely affects any dwelling or portion thereof located upon any Lot, or any Owner's use or enjoyment thereof, or which unreasonably restricts the rights of ingress or egress to or from any Lot.

#### ARTICLE IX MAINTENANCE BY OWNERS

Section 1. General Maintenance. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, rubbish, weeds and debris and to keep the lawn and landscaping of the structure site well maintained and healthy. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the dwelling and all other accessory structures and improvements upon the Owner's Lot in good condition and repair.

Section 2. Surface Drainage Easements. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the overland flowage easements upon the Owner's Lot. Any swale constructed for drainage purposes on the Lot shall be preserved and maintained to accomplish the purposes for which it was constructed. Such easement areas may be maintained to promote the growth of native vegetation or maintained as a grassy area and mowed on a regular basis, at the Owner's sole discretion.

#### ARTICLE X ADDITIONAL RESTRICTIONS

Section 1. Chemicals. Any chemical fertilizer, herbicide or pesticide that may be used on

any Lot shall be maintained, applied and disposed of in an environmentally responsible and lawful manner. Phosphorus based fertilizers shall not be used, unless necessary for agricultural purposes.

Section 2. Off-road Vehicles The operation of snowmobiles, trail bikes, dirt bikes, all-terrain vehicles and any other similar off-road vehicles shall be confined to the roadways and to each Owner's respective Lot. No Owner shall operate, permit or allow any part of its Lot, whether vacant or occupied, to be used or maintained as an off-road track for trails, paths or hill climbs. The operation of such vehicles shall be prohibited between the earlier of (i) 8:00 p.m. or (ii) the time of sunset and 8:00 a.m. the following morning. Such vehicles, however, may be used throughout the Property for the distribution of emergency supplies or emergency transportation. All such vehicles shall be insured and properly licensed, if required by the State of Iowa. All such vehicles shall have mufflers. All such vehicles shall be used in such a manner that does not disturb the tranquility of the Property. The use of snowmobiles shall be allowed when there is at least four inches of packed snow and ice.

Section 3. Nuisance. No Owner shall permit anything to be done or kept in the Owner's Lot that would be in violation of any law or which may be or become a nuisance or annoyance to the other Owners.

Section 4. Declarant Improvements. The Owners shall not interfere with the completion of the contemplated improvements and the sale of Lots by Declarant. The Declarant may make such use of its unsold Lots as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, model home, the showing of its Lots and the display of signs.

Section 5. Outlots. Lots 1, 3, 4 and 5 shall not be conveyed as individual lots. Each lot shall be conveyed with a designated Outlot as follows:

1. Lot 1 shall be conveyed with Outlot W;
2. Lot 3 shall be conveyed with Outlot X;
3. Lot 4 shall be conveyed with Outlot Y;
4. Lot 5 shall be conveyed with Outlot Z.

No structure of any kind, including fences, shall be built upon the Outlots and such Outlots shall be maintained by its Owner in accordance with this Declaration.

## ARTICLE XI GENERAL PROVISIONS

Section 1. Amendment of Covenants. This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than fifty-one percent (51%) of the Owners. The Owner of each Lot (or the joint Owners or a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Notwithstanding the foregoing, however, until the Declarant has sold all of its Lots, it may make amendments or modifications to this Declaration without the consent of any other Owners or other

party and for any reason. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the County Recorder.

Section 2. Period of Covenants. The easements granted herein shall be perpetual in nature. All covenants, conditions, restrictions, and reservations created by the Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the provisions hereof, but the same shall remain in full force and effect.

## ARTICLE XII ADDITION OF PROPERTY

Section 1. Subjecting Additional Land to Declaration. Declarant shall have the irrevocable right to subject Additional Land to the terms of this Declaration at any time in the future without the consent of any Owner or other third party. The Additional Land and the Owners thereof shall be automatically subject to the applicable terms and conditions of this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the County Recorder. No approval of any Owner or other person shall be necessary.

## ARTICLE XIII ENFORCEMENT AND WAIVER

Section 1. Invalid Provisions. 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.

Section 2. Governmental Authority. The Property shall also be subject to any and all rights and privileges of the any governing entity now held or thereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat for the Property, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the local zoning ordinances, the more restrictive shall be binding.

Section 3. Governmental Dedication. This Declaration shall not be applicable to property dedicated to the County, or any assignee municipal authority having jurisdiction upon annexation of the Property, and such governmental authority may allow appropriate public use of such dedicated property within the Property.



ARTICLE XIV  
RIGHT OF FIRST REFUSAL/BUILDER EXCLUSIVITY

Section 1. Builder Exclusivity. Platinum Development Co., L.L.C. shall be the sole and exclusive home builder in Carpenter Woods. Each Owner of a Lot by acceptance of a deed therefor, and whether or not it shall be so expressed in such deed, is deemed to covenant and agree to use Platinum Development Co., L.L.C. as his/her builder. In the event said parties shall be unable to reach a construction agreement acceptable to both parties, the Owner of the Lot shall either (i) obtain a written waiver from Platinum Development Co., L.L.C. waiving its rights as the exclusive builder as to that specific Lot, at Platinum's sole and absolute discretion which may not be unreasonably withheld, or (ii) convey the Lot to Platinum Development Co., L.L.C. for the same purchase price (excluding fees and costs) as originally paid by the Owner of the Lot. Until such time as the initial dwelling and related improvements have been constructed on any given Lot purchased from the Declarant, Platinum Development Co., L.L.C. shall have a first right of refusal to purchase lots in Carpenter Woods. In the event Platinum Development Co., L.L.C., in its sole and absolute discretion, agrees to waive this right for any reason, said waiver shall neither prohibit Platinum Development Co., L.L.C. from granting, nor obligate it to grant, a waiver to any Lot Owner.

ARTICLE XV  
ANNEXATION

Section 1. Annexation. At such time as the City of Bondurant desires to annex the Property to the City, each Owner of a Lot by acceptance of a deed therefor, and whether or not it shall be so expressed in such deed, is deemed to covenant and agree to voluntarily annex to the City of Bondurant under the provisions of Iowa Code Chapter 368, as amended. Each Owner agrees to execute any and all other documents which may be required by the City of Bondurant, its Development Board or any other entity concerning annexation. The City of Bondurant has represented it will not annex the Property until such time as it has annexed property contiguous to the Property.

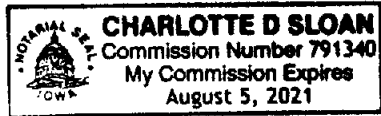
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first hereinabove written.

LYLE AND JEAN CARPENTER TRUST U/T/A  
DATED FEBRUARY 25, 2000

By: Thomas Carpenter  
Thomas Carpenter, Trustee

STATE OF IOWA, COUNTY OF Dallas :

This record was acknowledged before me on this 4 day of October, 2018, by Thomas Carpenter, Trustee of the Lyle and Jean Carpenter Trust U/T/A dated February 25, 2000.



Charlotte D. Sloan  
Notary Public in and for the State of Iowa