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When recorded return to:  
Joyce Cortum, Deputy City Clerk  
City of Clive  
1900 NW 114th St.  
Clive, IA 50325

Prepared By: Jennifer L. Hodge, 699 Walnut Street, Suite 1600, Des Moines, IA 50309-3986 (515) 246-4559  
Return To: City of Clive 1900 NW 114<sup>th</sup> Street, Clive, IA 50325 (515) 223-6220  
TAX STATEMENT: JR Land Holdings, L.C., 2936 - 104<sup>th</sup> Street, Urbandale, IA 50322

**RESTRICTIVE COVENANTS**

STATE OF IOWA        )  
                                  )SS:  
COUNTY OF POLK    )

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS that JR Land Holdings, L.C. ("**Declarant**"), the owner of the following premises situated in Dallas County, Iowa, to-wit:

Lots 1-10 in WALNUT CREEK HILLS OF CLIVE PLAT 4, now included in and forming a part of the City of Clive, Dallas County, Iowa,

(the "Lots") does hereby establish and place the following restrictive covenants upon said premises, to-wit:

- a) All Lots shall be known and described as residential lots, and shall not be improved, used or occupied for other than private residential purposes.
- b) Building set back lines as shown on the plat of record shall be strictly followed and public utility easements as shown on the recorded plat are hereby reserved for utility installation and maintenance.
- c) No dwelling shall be constructed or permitted to remain upon any Lot unless it meets the following square footage floor requirements:
  - 1. One-story dwellings on all Lots must have a minimum of 1,600 square feet of finished floor area directly under roof.
  - 2. One and one-half story dwellings on all Lots must have a minimum of 1,800 square feet of finished floor area directly under roof.
  - 3. Two-story dwellings on all Lots must have a minimum of 2,000 square feet of finished floor area directly under roof area.

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4. Split-level dwellings on all Lots shall have a minimum of 1,600 square feet of finished floor area directly under roof area.

NOTE: In the computation of floor areas above, square footage shall not include porches, decks, breeze ways, or garages; however, a maximum of twenty-five percent (25%) of the finished area of a basement or lower level may be included in total required finished area.

- d) Dwellings on all Lots must have an attached triple car garage with concrete driveway installed to street.
- e) All Lots shall have side yard setbacks of eight (8) feet on each side.
- f) No used structure of any kind shall be moved onto any Lot in this plat.
- g) All structures must have cedar wood shingles, cedar wood shakes, or decorator shingles of fiberglass or asphalt.
- h) The exterior of any residence and garage located on any Lot shall be finished with earthtone or pastel colored material (including all stain and painting). A minimum of fifty percent (50%) of the front elevation of the dwelling on each Lot shall be covered with brick, stone veneer or EIFS.
- i) All recreational vehicles shall be parked or stored in a garage or totally screened from street view.
- j) No exterior towers or dish antennae of any kind that are greater than one meter in diameter shall be placed on any Lot or dwelling. An exterior tower or antennae is permitted on the ground providing it meets the following requirements:
1. It shall be located so that no part of the dish is in front of the home it serves.
  2. It shall be appropriately screened with landscaping of shrubs or bushes.
- k) No fences are allowed in any street setbacks. No fences over three feet in heights shall be permitted within the front 40 feet of any Lot. Fences shall be constructed of wood, vinyl or fiberglass and shall not exceed six (6) feet in height. Chain link fence shall not be permitted. Any fences located on Lots adjacent to an arterial roadway must be consistent, although not identical, in material, height and color.
- l) Any detached garage, tool shed, or other out-structure of like nature must match the dwelling with same siding, shingles, paint, etc. and should be similar in design.
- m) All Lots shall be sodded (not seeded). Said sodding should take place upon occupancy of the structure; in no event shall sodding take more than 150 days to complete after occupancy.
- n) No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance.
- o) Titleholder of each Lot, vacant or improved, shall keep his Lot or Lots free of weeds and debris and shall maintain his Lot in good condition and repair.
- p) All building structures and/or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

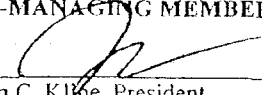
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- q) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred, or maintained for commercial purposes. In addition, a dog run shall not be permitted on any Lot.
- r) Declarant has the right to amend these covenants at any time during which Declarant has an ownership interest in any Lot in the Properties by the recordation of an instrument, recorded in the Office of the Recorder of Dallas County, Iowa, signed by Declarant. These covenants may also be changed at any time by the recordation of an instrument recorded in the Office of the Recorder of Dallas County, Iowa, signed or approved in writing by a majority vote of the then Members; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval.
- s) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-one (21) years from the date of recordation in the Office of the Recorder of Dallas County, Iowa, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote of the majority of the then owners of the Lots, it is agreed to change the said covenants in whole or in part.
- t) If the parties hereto, or their heirs or assigns shall violate any of the covenants or restrictions herein before the expiration of a period of twenty-one (21) years from the date of recordation in the Office of the Recorder of Dallas County, Iowa, it shall be lawful for any person or persons owning any other Lots in said plat to prosecute any proceedings at law or in said equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him from so doing or to recover damages or other dues for such violations. All persons owning any Lot in said plat agree to take the action requested by the City of Clive to fulfill and enforce the restrictions contained herein, which inure to the benefit of the City or the public generally. The City shall have the right to enforce, by any proceedings in law or in equity, all restrictions, conditions and covenants now or hereafter imposed by the provisions of these Restrictive Covenants.
- u) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 18<sup>th</sup> day of June, 2007.

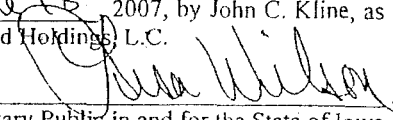
JR LAND HOLDINGS, L.C.

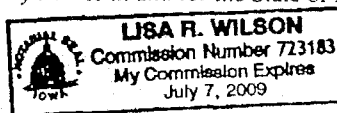
By: JOHN C. KLINE, INC., a  
CO-MANAGING MEMBER

By:   
John C. Kline, President

STATE OF IOWA )  
  )SS:  
COUNTY OF Polk )

This instrument was acknowledged before me on June 18, 2007, by John C. Kline, as President of John C. Kline, Inc., a Co-Managing Member of JR Land Holdings, L.C.

  
Notary Public in and for the State of Iowa



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