

PREPARED BY AND RETURN TO:
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DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, SILVERADO RANCH ESTATES, INC., the "Declarant", is the owner of certain real property in Norwalk, Warren County, Iowa, for which it has prepared a subdivision plat, which is more particularly described as:

Lots 1 through 21, SILVERADO RANCH ESTATES PLAT 1, an
Official Plat, now included in and forming a part of the City of
Norwalk, Warren County, Iowa, the "Property."

WHEREAS, Declarant is desirous of protecting the value and desirability of the whole of the Property, including the real property described above.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above, 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, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS.

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

- A. **Silverado Ranch Estates Plat 1** shall mean and refer to the real property located in the residential subdivision described above.
- B. **Declarant** shall mean and refer to Silverado Ranch Estates, Inc., its 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 Silverado Ranch Estates Plat 1.
- D. **Building Lot** shall mean and refer to one or more platted Lots, or one platted Lot and portion or portions of adjacent platted Lots in Silverado Ranch Estates Plat 1.

- 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 Lot which is a part of Silverado Ranch Estates Plat 1.
- F. **Outbuilding** shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

II. 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, except model homes during the construction period and the sales office of the Declarant or its duly appointed agent, and except for those business activities permitted in a home by applicable ordinances and where such activities do not produce excessive traffic, noise, nuisance or require identifying signage.

III. BUILDING RESTRICTIONS.

- A. Residence Design Restriction. No building shall be erected on any Lot in Silverado Ranch Estates Plat 1 unless the design is in harmony with existing buildings in the subdivision.
- B. Mobile Home Restriction. No mobile home or manufactured home as defined by Iowa law shall be placed or erected on any Lot, unless approved by the Declarant.
- C. Building Setback. No building shall be erected on any Lot nearer than the building setback lines as shown on the recorded plat.
- D. Exterior Finish. The exterior of any residence, garage or outbuilding located on any Lot shall be finished in conservative color design or white. All roof material shall be a decorator shingle that must equal or exceed Certaineed 30 yr. Landmark textured asphalt or fiberglass seal down shingles. Metal roofing, Wood shake, wood shingle, slate or tile roof shingles are also allowed.
- E. Screening. Any dog run, trash receptacle, or other outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence or both.
- F. Time for Construction. All building structures or improvements of any kind must be completed within 18 months of the commencement date of construction.

- G. Swimming Pools. No above-ground (or non-permanent swimming pools) shall be permitted on any Lot.
- H. Fences. No fences shall be erected or installed on any Lot unless approved by the Declarant, which approval shall only be granted under special circumstances.
- I. Building Plans. No structure shall be erected upon any building Lot until site plans and building plans have been first submitted to the Declarant for its approval thereof and for approval of the exterior materials and colors thereof to be used on the structures to be erected, which approval shall be for aesthetic purposes only by the Declarant or its successors until the last Lot has been developed. If the Declarant or its successors should fail to approve or disapprove said plans in writing within thirty (30) days after submission, such plans shall be deemed to be approved.
- J. Silt Fences During Construction. Silt fencing shall be installed during construction and prior to grass or landscaping being established on any Building Lot in order to reduce erosion.
- K. Landscaping Requirement. All owners of Lots must comply with the following landscaping requirements:
1. All Lots must be seeded or sodded immediately upon completion of construction of the residential dwelling on said Lot.
 2. At least 10 hardwood trees must remain or be planted on each Lot upon completion of construction, with the trees having at least a 2" diameter trunk. Examples of acceptable trees include: oak, maple, elm, and spruce.
 3. Decorative landscape lighting shall be utilized where appropriate.
 4. All Lot owners will be responsible for maintaining their Lot and any sidewalk or adjoining right-of-way up to the edge of the traveled portion of the adjoining streets.
 5. At least 1 ton of boulder or limestone shall be used in connection with the landscaping on each Lot.

6. Any culvert located on a Lot shall be appropriately landscaped by the Lot owner.
7. Any natural or man-made waterways on any Lot shall be constructed, designed, or maintained using natural rock; except as otherwise provided by applicable municipal ordinances.

IV. BUILDING AREA

No dwelling shall be constructed or permitted to remain upon any Lot in this subdivision unless it meets the following finished floor area requirements.

- A. One story dwellings must have a main floor finished area of not less than 1900 square feet and one and one-half story dwellings must have above grade finished floor area of not less than 2000 square feet.
- B. All two-story dwellings, and dwellings having more than two stories must have above grade finished floor areas of not less than 2500 square feet.
- C. Split foyer dwellings must have a finished floor area of not less than 1800 square feet directly under the roof.
- D. In the computation of finished floor areas, the same shall not include the basement. In the computation of finished floor areas for the dwelling types described in paragraphs A, B and C, above, the same shall not include any porches, breezeways, attached or built-in garages.

V. UTILITIES.

All utility connection facilities and services shall be under ground. No individual water supply system shall be permitted on any Lot. Individual sewage disposal systems shall be required unless and until connection to the municipal sewage system becomes available and is mandated by municipal ordinance.

VI. DRIVEWAYS.

No dwelling shall be constructed, or altered or maintained on any Building Lot unless it has a driveway from the street running to the dwelling, which must be of sufficient area to park at least two cars entirely off the street. All driveways shall be constructed of concrete or asphalt.

VII. SIDEWALKS/WALKWAYS.

The Declarant (at the expense of the Lot owners) shall install or cause to be installed a public walkway throughout the development in accordance with the Plat and the specifications of the City of Norwalk, Iowa. If required by the City, the Declarant shall also install paved "drive-offs" for access to mailboxes. The installation and construction of the walkway adjacent to each Lot and any required "drive-offs" shall occur within one year following the purchase of a Lot from the Declarant, or prior to the issuance of a certificate of occupancy for said Lot, whichever first occurs. The owner of a Lot shall be responsible for their pro-rata share of the cost of installing such walkway and "drive-offs" in accordance with the City requirements and shall be responsible for the maintenance of said walkway and any "drive-off" adjacent to his or her Lot.

VIII. STREET LIGHTING.

Street lighting shall be installed by the Declarant in accordance with the requirements established by the City of Norwalk.

IX. RESTRICTIONS.

- A. No trash or rubbish container shall be visible from the street except on pick up days and on one day before and one day after pick up days. All trash receptacles or garbage cans shall be hidden by an attractive screen of suitable height unless sunken to ground level.
- B. There shall be no building or structure of a temporary nature 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.
- C. No owner shall maintain or allow any activity on any Lot which unduly interferes with the peaceful possession and use of the Owners of other Lots, nor shall any Owner allow any fire hazard or unsightly accumulation of refuse to be maintained on any Lot.
- D. No livestock, poultry, or other animals of any kind shall be raised, bred, or kept on any Lot, except the Owners shall be permitted to keep cats, dogs, or other usual household pets, not exceeding a total of two dogs and/or three cats, at any one time.
- E. Dogs must be either kept in a shelter aesthetically compatible with the residence, and dog runs, if any, shall be hidden from view by customary and traditional screening of suitable height.

- F. No exterior tower or antennas of any kind shall be constructed. A satellite dish exceeding one (1) meter in diameter shall not be constructed or erected on any building or Lot.
- G. Following construction of a residence on any Lot, the same shall be maintained in good condition and repair at all times.
- H. No sign of any kind or description shall be placed, exposed to view, or permitted on any lot, except "For Sale" signs.
- I. Each Owner of a lot shall keep the Lot, including all areas up to the roads and walkways adjacent to the Lot, mowed so that grass or weeds do not exceed six inches in height. Each Owner agrees that after written notice given by certified mail to such owner or person in possession of the property by any other owner within 500 feet of such Lot, such weeds shall be cut and/or such debris shall be removed within 15 days, failing which the Owner giving such notice may take such action, at law or in equity, to enforce the provisions hereof, and to compel such Owner to remove such weeds, cut such grass, or remove such debris. The Owner given such notice shall have the right of action against the Owner of such Lot and for all costs incurred by such Owner to enforce the provisions hereof.
- J. The Owners shall not obstruct or otherwise interfere with the natural flow of surface water to the detriment of a neighboring Lot in Silverado Ranch Estates Plat 1.
- K. None of the Lots shall at any time be divided into as many as two Building Lots, and no Building Lot shall be less in area than the smallest Lot platted in the subdivision. A single Lot, together with the contiguous portion or portions of one or more Lots may be used as one Building Lot.
- L. No commercial or recreational vehicles shall be parked or stored in any part of Silverado Ranch Estates Plat 1 for any more than three days per month unless such vehicles are completely enclosed from view in a garage.
- M. Any mailboxes installed within the development shall be designed so as to conform to the US Postal regulations and the architectural design or type of mail boxes used by each Lot owner shall be approved by the Declarant.

X. COVENANT FOR SIDEWALK/WALKWAY ASSESSMENTS

A. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Declarant their pro-rata share of the cost of installing the sidewalk/walkway within the development and any required mailbox "drive-offs", with each Lot owner's share being based upon the length of the sidewalk/walkway adjoining or located on his or her Lot and the cost of any "drive-off" adjacent to his or her Lot. The assessments for such sidewalk/walkway and "drive-off" shall be established by the Declarant and collected as hereinafter provided. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

B. **Purpose of Assessments.** The assessments levied by and for the Declarant, shall be used exclusively to complete the sidewalk/walkway throughout the development and the installation of required mailbox "drive-offs" consistent with the requirements of the City of Norwalk.

C. **Date of Assessments: Due Dates.** The Declarant shall fix the amount of the sidewalk/walkway and/or "drive-off" assessment against each Lot and shall notify each lot owner of their assessment at least thirty (30) days in advance of the date such assessment shall become due. The Declarant shall provide documentation with the notice supporting the calculation of each Lot owners share of the cost of completing the sidewalk/walkway or "drive-off" improvements.

D. **Effect of Nonpayment of Assessments: Remedies of the Declarant.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate set by the Declarant and shall constitute an automatic lien against the Lot in question. The Declarant may file a notice of lien. The Declarant may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the sidewalk/walkway or "drive-off" or abandonment of his or her Lot.

E. **Subordination of the Lien to Mortgages.** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof

XI. EASEMENTS.

Easements have been created or are reserved as shown on the recorded plat of Silverado Ranch Estates Plat 1. The Owner or occupant of a Building Lot shall, at his own expense, keep and preserve that portion of the easement within his property in good repair and condition at all times and shall neither erect nor permit the erection of any building structure or fences of any kind or permit any growth within said easement which might interfere in any way with the use and maintenance of the utility services and drainage areas, and usage of walkways within the easements. Each Lot shall also be burdened with an easement for surface drainage for the benefit of all other Lots.

XII. ENFORCEMENT.

If any party shall violate or attempt to violate any of the covenants, conditions, or restrictions contained herein, it shall be lawful for the Declarant or any other Owners owning Building Lots in Silverado Ranch Estates Plat 1 entitled to the protection provided herein and the City of Norwalk to prosecute proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants, conditions or restrictions and to either prevent him or them from so doing or recover damages for such violations.

XIII. MODIFICATIONS 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 for a period of twenty years from the date of filing of these covenants, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of ten (10) years each, unless such covenants, restrictions and provisions are amended, modified or changed or canceled, in whole or in part, by written agreement signed by the Owner or Owners of more than sixty percent (60%) of the Lots hereby restricted, and recorded in the Office of the Recorder of Warren County, Iowa, and at least one (1) year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. Notwithstanding the above provisions, the Declarant may amend, modify, or change these covenants at any time, without the approval of any party, until such time as the Declarant has sold all Lots and has transferred the same by Warranty Deed. Notwithstanding the foregoing, no amendment to these covenants may be made without the approval of the City of Norwalk.

XIV. SEVERABILITY.

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

Signed and dated this 11th day of oct 2006.

SILVERADO RANCH ESTATES, INC.

By *James Crotty*
James Crotty, President

STATE OF IOWA)
)SS:
COUNTY OF POLK)

On this 11th day of October 2006, before me, the undersigned, a Notary Public in and for the said State, personally appeared James Crotty, to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and forgoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Directors; and that James Crotty as an officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Hazel M Riedesel
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA