

RESTRICTIVE COVENANTS – PRELIMINARY – SUBJECT TO CHANGE

THE UNDERSIGNED, being the Owners in fee of Lots 2 through 16 inclusive, “Creekside Estates, Phase One, Ely, Iowa”, in order to establish and maintain the residential character of each of said lots, do hereby covenant and agree with persons who purchase said lots or any one of several of said lots, or any right, title or interest herein of any nature whatsoever, regardless of the use of said Lots is restricted and the sale of said Lots 2 through 16 inclusive are subject to the following covenants:

1. All lots described herein shall be known, described and used as residential lots with one single family dwelling not to exceed two stories in height and two or three car garages. The developer shall sell these lots for single family dwelling lots. On lots 2 through 16, inclusive, there may be one detached garage not exceeding seven hundred twenty-eight (728) square feet constructed, provided the seven hundred twenty-eight (728) square feet meets all City Code Ordinances as well. Any detached structure shall be of the same design and architectural character as the house, with stone or brick matching the front of the house on at least 20% of the front or side of any such detached structure that is facing the street. No metal buildings of any kind shall be placed on or erected anywhere on any of the above said lots. All accessory buildings shall comply with City Code of Ordinances for distances from lot lines.
2. It is the intention and purpose of these covenants to assure that all dwellings will be of high quality, design, workmanship and materials approved by the owners herein.
3. No modular home or log home shall be placed on any of the lots herein.
4. All houses shall be built on site and be of similar architectural design and character as the rest of the residential buildings in the subdivision.
5. No building shall be erected on any residential building lot nearer than twenty-five (25) feet from the front lot line; nor nearer than eight (8) foot to any side lot line (nor nearer than fifteen (15) foot) to any side lot line for corner lots; nor nearer than thirty (30) feet from any rear lot line. On corner lots, nothing shall be erected, placed, planted or allowed to grow in such a manner as materially to impede vision between a height of three and ten feet above the centerline grades of the intersecting streets in an area bounded by the street lines of such corner lots and a line joining points along said street lines fifty feet from the point of the intersection. Building lines shown on the plat approved by the City Council of Ely on the ____ day of _____, 2017, shall control if different from the foregoing.

6. No structure of any kind shall be erected on any lot unless the plans therefore are first approved in writing by the Developer or its designated representative, and the designs and locations of the buildings on said lots in said addition do not violate any of the restrictions herein contained, and no dwelling on adjoining lot shall be constructed having similar exterior fronts, styling or design which would cause them to appear to be duplicates of the same structure. No dwelling on any lot shall have a living space exclusive of garage of less than:
 - a) For lots 2-16, inclusive, as shown on the approved plat:
 - i. In the case of a two bedroom, one story ranch, one thousand five hundred (1,500) square feet.
 - ii. In the case of a split level, split foyer or two story structure, one thousand eight hundred (1,800) square feet.

In any case, each building shall have a brick or stone exterior that will cover at least 20% of the front of the dwelling, including any attached garage.

7. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The owner of each lot, whether vacant or improved, shall mow the grass at reasonable times during the growing season and shall keep said lot or lots free of weeds and debris. All property owners shall maintain the exterior of their homes in a neat and sightly manner. All maintenance on houses concerning grass and appearance will also need to comply with the City Ordinances.
8. No antenna or other building accessory shall be erected, altered or placed which is more than five feet above the highest point of the building to which it is attached. There shall be no more than one antenna per lot without prior, written approval from the Developer.
9. Satellite dishes shall be located so as to not be clearly visible from a street in the Addition. A satellite dish shall have a maximum diameter of twenty-four inches. There shall be no more than one satellite dish per lot without prior, written approval of Developer.
10. No obnoxious or offensive trade shall be carried upon on any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
11. The builder or owner who constructs a single family dwelling on any lot in this subdivision shall be responsible for all sidewalks required by city ordinances. Said sidewalks shall be a minimum of five feet wide, of concrete construction.
12. A perpetual easement is reserved over the front and/or rear lot lines and along said lot lines as shown by the recorded plat for utility installation and maintenance and/or sidewalks. There shall be no fences, buildings, large plantings or other

obstructions upon or under the property covered by these easements, so that access is available to any equipment necessary for construction, reconstruction or maintenance of utilities and/or sidewalks located on said easement.

13. All structures placed on said lots shall be of new materials.
14. There shall be no fences or structures place in any drainage easement. These shall also be kept free of all shrubs and trees.
15. Development is receiving mail service from the United States Postal Service using "cluster boxes". Each lot owner shall be responsible for maintaining their assigned cluster mailbox. Lot owner will be given all keys to mailbox at closing and buyer will be responsible for those keys. If lost or stolen, it shall be the responsibility of the lot owner to have their lock and keys replaced. Lot owner will pass keys and responsibility to future owners of said property. If mail cluster station should ever have to be replaced, each user shall share replacement cost evenly among lot owners assigned to cluster box.
16. No trucks or other commercial vehicles rated larger than one ton pickups or any trailers shall be maintained or parked outdoors overnight for any purpose in this addition. The builder/developer shall be able to maintain and park such vehicles until such time as the buildings and improvements in the development are completed.
17. All or any part of recreational vehicles, campers and motor homes cannot be stored or parked in front of dwelling for longer than thirty-six (36) hours. However, such vehicles may be parked or stored on adjoining concrete pads on the side of the building where the garage is located. No residence shall have more than one drive leading to a garage or for parking vehicles.
18. No inoperable, dismantled, or wrecked motor vehicles, automobiles, trailers, or any other vehicles or machinery or parts thereof, including scrap metals or other scrap materials shall be permitted to be upon or remain upon any part of the property within the addition.
19. Any outdoor pet facilities shall require the prior approval of the Ely City Council. It is understood that any pet making a continual disturbance is subject to the nuisance ordinances of the City of Ely.
20. No lot shall be subdivided.
21. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of majority of the then owners of said lots it is agreed to change the said covenants in whole or in part.

22. The record owners in fee simple of the residential lots in the Addition may revoke, modify, amend or supplement, in whole or in part, any or all of the covenants and conditions contained in this Declaration and may release the real estate, or any part thereof, from the covenants, but only at the following time and in the following manner:
- a. Any such change or changes after the full development of the Addition and prior to a date twenty-one years after the recording of this Declaration shall require the approval of 60 % of the owners of all of the lots in the Addition.
 - b. Any such modification shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Linn County, Iowa. Upon and after the effective date of any such change or changes, the change or changes shall be binding upon all persons, firms and corporations then owning property in the Addition and shall run with the land and bind all persons claiming by, through or under any one or more of them.
 - c. Until all lots within the subdivision are sold, the Developer may revoke, modify, amend, or supplement these Restrictive Covenants without the consent of any other lot owners in the subdivision.
 - d. Notwithstanding the above, any such change or changes shall require the consent of the Developer as long as it is the legal titleholder to any lot in said Addition.
 - e. After the development is completely sold out, the majority of the homeowners within the development shall be charged with enforcement of these restrictive covenants.
23. If the undersigned, or their heirs, successors or assigns, including any succeeding lot owners, shall violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other of said lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent such party from so doing or to recover damages or other dues from such violation.
24. 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. All items covered under this Covenant are meant to comply with all City requirements. If there is a discrepancy between any of the above items and the City Code of Ordinances, the City Code of Ordinances will prevail.

Dated at Walford, Iowa, this _____ day of _____, 2017.

SK Development, LC

Robert A. Kramer, Member-Manager

Shane A. Schrader, Member-Manager

STATE OF IOWA)
)ss
COUNTY OF LINN)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public, personally appeared Robert A. Kramer and Shane A. Schrader, to me personally known, who being by me duly sworn, did say that these persons are the Member-Managers of said SK Development, LC, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said SK Development, LC, by authority of its Members and the said Robert A. Kramer and Shane A. Schrader acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

NOTARY PUBLIC - STATE OF IOWA