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Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2021-00050733  
BK 18531 PG 952-962

**DECLARATION OF USE RESTRICTIONS, COVENANTS  
AND BUILDING SPECIFICATION**

**Recorder's Cover Sheet**

**PREPARER**

**INFORMATION:** B. McMurray  
Vista Real Estate and Investment Corporation  
2400 86<sup>th</sup> Street, Suite 24, Urbandale, IA 50322  
515-276-3456

RETURN TO:

**RETURN TO:** Vista Real Estate and Investment Corporation  
2400 86<sup>th</sup> Street, Suite 24, Urbandale, IA 50322  
515-276-3456

**GRANTORS:** Bondurant Lots II, LLC

**LEGAL DESCRIPTION:** See page 2

**DECLARATION OF USE RESTRICTIONS, COVENANTS  
AND BUILDING SPECIFICATIONS APPLICABLE TO SANKEY SUMMIT PLAT 2,  
BONDURANT, POLK COUNTY, IOWA**

This Declaration is made this 12<sup>th</sup> day of May, 2021 by Bondurant Lots II, LLC, an Iowa Limited Liability Company,

WITNESETH:

WHEREAS, Bondurant Lots II, LLC is the owner of the following property in the City of Bondurant (the "City"), Polk County (the "County"), Iowa:

Lots 1 through 94 in Sankey Summit Plat 2, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa (hereinafter referred to as "Lots", or individually as a "Lot").

WHEREAS, Declarant desires to develop the Property as a planned community and to establish certain Use Restrictions, Covenants and Building Specifications for the benefit of Owners of single-family Lots within the Property;

NOW, THEREFORE, Declarant, by the execution and recording of this document, hereby declares that the Property shall be held, occupied, sold and conveyed subject to the covenants, conditions, provisions and restrictions set forth herein.

**ARTICLE I  
Definitions**

- A. "Declarant" shall mean Bondurant Lots II, LLC or its designated assigns and its successors and assigns.
- B. "Lot Owner" or "Owner" shall mean each person or entity who is a recorded Owner of a fee or undivided fee interest in any Lot located within the Property; provided, however, that in the event of the recording of a contract for the sale of a Lot, the contract purchaser shall be deemed the Lot Owner; and provided further that in the event a fee interest of record in hold merely for the security of the performance of an obligation, then the obligor in possession shall be deemed the Lot Owner.
- C. "Property" shall mean Sankey Summit Plat 2, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa.
- D. "Common Area Lot" shall mean Outlot P and Outlot Z in Sankey Summit Plat 2, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa.

**ARTICLE II  
General Use Restrictions and Building Specifications**

All Lots shall be held, occupied, sold and conveyed subject to the following general Use Restrictions and Building Specifications, as well as those covenants, conditions, provisions and restrictions set forth elsewhere in this Declaration:

A. Single-family Residence. The use of all Lots shall be limited to single-family residential use and shall be developed with not more than one single-family dwelling each and may be developed only with such other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No full-time or part-time business activity may be conducted on any Lot or in any building or structure constructed or maintained on any Lot, except to the extent of a home occupation permitted by the City Zoning Ordinance, and except that home builders may maintain model homes during construction; and Declarant may maintain a sales office during its development and sales of the Lots.

Construction of all homes built on Lots must be completed within eighteen (18) months from the date of closing on the sale of the Lot from Declarant.

**B. Architectural Standards, Design and Construction.**

1. Character. The architectural character of any structure shall be in harmony with, and compatible with, other structures in adjoining properties or within the Property.

2. Development Approval of Declarant. Owners or builders must provide Declarant, prior to construction, architectural plans showing elevations from all compass directions, roof pitch, floor plans, square footage of each floor, list of materials and colors for all exterior construction, decking materials and landscaping plans.

Owners and builders acknowledge that such plans must be submitted to and approved by Declarant, in writing, prior to commencement of any construction activities. The Declarant retains at its sole discretion the right to waive, relax, rescind or otherwise not enforce these covenants, conditions, provisions and restrictions. Any such action by the Declarant shall not be deemed as an entire waiver of any covenant, condition, provision or restriction set forth herein applying to a specific Lot or any other Lot.

EACH OWNER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD THE DECLARANT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND ATTORNEY AND CONSULTANT FEES CAUSED BY, OR IN ANY MANNER RELATED TO, DECLARANT'S APPROVAL OF PLANS OR DECISION TO WAIVE, RELAX, RESCIND OR OTHERWISE NOT TO ENFORCE THESE COVENANTS, CONDITIONS, PROVISIONS AND RESTRICTIONS IN RELATION TO THE OWNER'S LOT.

3. Exterior Foundations. Exposed foundations must be painted to blend with exterior wall finishes or be of stone or brick material. Stone or brick features must be extended underneath front stoops.

4. Siding. All homes located to the West of Deer Ridge Dr. NW shall be constructed with James Hardi Plank, LP Smart Side siding, or a similar siding product that allows for customization of color, texture and material. Homes located to the East of Deer Ridge Dr. NW may be constructed with vinyl siding. The use of brick, stone elements, embellished trim and other similar architectural details is encouraged. Siding material variations on the elevation for accent purposes are encouraged, but the overall character and predominant siding must be consistent on all elevations of the structure. Siding shall not have a reveal of greater than eight inches (8") without prior written approval of Declarant. Exterior colors must be submitted to and approved by Declarant, in writing, prior to commencement of any construction activities. Exterior colors shall be earth tones (such as brown, tan and gray), white, off-white, or other soft, muted tones. For purposes of this Declaration, blue, red, yellow and green are not considered earth tones but may be allowed with written approval from Declarant. No bright colors of any kind are permitted. Exterior materials may be pre-finished.

5. Roof Materials. Roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade, minimum twenty-five (25) year warranty. Shingle colors shall be muted earth tones or black and be compatible with and complimentary to the exterior materials and colors. White and white blend roof shingles are not acceptable. All flashing and vents shall closely match or blend with the surrounding roof area. All vents and other roof penetrations should be located on the rear elevation wherever possible. Gutters should be part of the fascia detailing. Gutters and downspouts shall closely match the colors of the surfaces to which they are attached.

6. Garages. All residences shall have, as a minimum, an attached two-car garage. Each residence shall provide off-street parking for a minimum of two cars on a paved driveway surface.

7. Minimum House Sizes. All single-family homes shall contain a minimum square footage of living space exclusive of attached garages, breezeways, porches, and finished basement areas as follows:

Lots 1 through 53 and 82 through 94:

- a. One-story dwellings must have a finished floor area of at least one thousand three hundred fifty (1,350) square feet above grade.
- b. One and one-half story dwellings must have a combined finished floor area of at least one thousand five hundred (1,500) square feet above grade.
- c. Two-story dwellings must have a combined finished floor area of at least one thousand six hundred fifty (1,650) square feet above grade.

Lots 54 through 81:

- a. One-story dwellings must have a finished floor area of at least one thousand four hundred fifty (1,450) square feet above grade.
- b. One and one-half story dwellings must have a combined finished floor area of at least one thousand six hundred fifty (1,650) square feet above grade.
- c. Two-story dwellings must have a combined finished floor area of at least one thousand seven hundred fifty (1,750) square feet above grade.

8. Decks and Porches. Decks attached to the house should be built from materials similar to those used on the house. Unpainted natural wood decks, though appropriate for rear yard spaces, are not acceptable as front entry porches. Entry porches should be designed as integral, yet dominant features that invite entrance to the dwelling. Columns supporting porch roofs should be massive in scale, (minimum six inches by six inches (6" x 6")) unless approved by Declarant in writing. Built up box columns or tapered round columns are encouraged. Handrails shall match the architectural style of the home. No wood steps to front entry porches are permitted.

9. Building Elevation and Drainage Standards. The finish grades for houses constructed on each Lot shall be established to permit positive drainage away from such house. Upon completion of construction of a house on a Lot, finish grades of that Lot shall be graded back to the original, engineered design-built grades of the Final Plat, established by the engineer of construction drawings and as-built grading plans approved by the City.

10. Landscaping. Within thirty (30) days of completion of the dwelling on a Lot, the Lot Owner shall fully sod the Lot, except where the topography, conservancy districts, creek slopes or tree cover does not make sodding practical, and thereafter mow and maintain it in accordance with this Declaration. If weather conditions make the time requirement for sodding impossible to comply with, Declarant shall establish a reasonable period of time for compliance.

11. Fences and Hedges. No fences, walls, hedges or barriers shall be permitted upon Lots or adjoining property lines except as follows:

- a. Walls, fences, or hedges along rear property lines and side property lines shall not exceed six feet (6') in height.
- b. All fences shall be constructed using one of the following materials: wrought iron, metal, wood, vinyl, or black vinyl clad chain link. All wood fences shall be natural in color, stained, or painted in soft, earth tone colors so as to blend in with the terrain. All vinyl fences shall be black, white or soft earth tone colors. No chain link fence, including a chain link fence around a dog run, shall be permitted unless it is black vinyl clad fence. The fence material shall be mounted on the exterior face of the fence posts or fence framing. No fences shall be built forward of the centerline of the house built on a Lot. All fences shall be kept in good repair and attractive appearance.
- d. Notwithstanding anything in this Declaration to the contrary, no Lot Owner shall have the right to erect a fence within or across any easement area shown upon the Final Plat(s) of the Property without the prior consent of the City or the utility company or companies for whose benefit such easement runs. Any fence erected within or across an easement area without such consent may be taken down by the

person for whose benefit such easement runs in the exercise of any rights granted by such easement without any obligation to such Lot Owner to restore or repair such fence. If a drainage tile line or other utility is damaged as a result of fence construction for a Lot, the Owner of that Lot shall repair or replace the damaged item. In the event that a Lot Owner does not comply with this section, the City shall have the right to complete the necessary repair or replacement and assess that Owner's Lot for all costs related to such work, including the cost of collecting said assessment. All such assessments shall constitute an automatic lien on the Lot.

C. Utility Meters. Utility meters shall be hidden architecturally or through the use of remote reading devices, if available.

D. Mailboxes. If required by the United States Postal Service or City ordinances, Declarant shall install "cluster-style" mailboxes to serve the Property substantially in accordance with the requirements of such ordinances, which mailboxes, upon installation, shall become the property of the United States Postal Service without any further deed or transaction. Thereafter, the United States Postal Service shall maintain, repair and replace the mailboxes.

E. Utilities. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells or septic systems shall be permitted on any Lot. No solar panels or similar devices shall be permitted on any Lot unless plans are submitted to and approved by Declarant, in writing, prior to commencement of any related construction activities.

F. Lighting. Security lighting for driveways, parking and other areas shall be designed, located and directed in a fashion which will avoid direct lighting onto adjoining Lots.

G. Driveways. All parking and driveway areas shall be hard surfaced, using a suitable thickness of Portland cement, or clay or concrete interlocking pavers installed in a manner suitable for vehicular traffic. All driveway approaches must be PCC. **Driveways for Lots 1-4 shall be designed such that all maneuvering is done on private property so that cars can pull out head first onto Grant Street. Lots 2-4 shall be limited to one access point on Grant Street within shared drive.**

H. Sidewalks. Per City codes and regulation, PCC sidewalks are required along public streets. At the time a building is built upon a Lot, the Owner of the Lot shall be responsible for construction of the public sidewalk along each street frontage, according to City specifications. Declarant has no obligation to a Lot Owner or builder to install sidewalks. Declarant also adopts the specific language set forth in its purchase agreement as though fully set out herein regarding sidewalks. Lot Owners shall completely construct and install all sidewalks within eighteen (18) months from the date of closing on the sale of the Lot from Declarant. No exceptions to this rule shall be allowed unless granted by the Declarant in writing. If sidewalks have not been installed within the eighteen (18) month timeframe, the Declarant shall have the right to install the sidewalks and stabilize the Lot and such cost shall be immediately due from the Owner. If the Owner has not remitted payment within ten (10) days from the date they are invoiced, the Declarant shall have the right to place a lien on the Lot for the cost of the sidewalks plus attorney fees and all other incidental costs they may incur.

I. Garbage Cans and Equipment; Outside Storage; Holiday Displays. No trash receptacles, garbage cans or recycling bins shall be located upon a Lot unless hidden by an attractive screen of suitable height or unless sunken to ground level in a hole lined with permanent cribbing, except that garbage cans, trash sacks, recycling bins, yard refuse bags and other materials for collection by an authorized refuse collector may be placed at the pickup area designated by the City or its authorized refuse collection company on the day before collection and may remain until the evening of the day of the scheduled collection of the same. Items such as compost containers, clotheslines, lawn or garden equipment, building materials, and other similar items shall be placed out of public view. Firewood shall not be stored on the front side of house. Stacked firewood in excess of 4' long by 3' high shall be stacked against the house or adequately screened from view and must be stacked in the rear yard. No material of any kind whatsoever may be stored in the front yard or side yard of a house (Except that garden hoses may be stored in a side yard adjacent to an outside faucet if neatly coiled or contained on a hose reel), and no material of any kind shall be stored in a rear yard unless appropriately covered or screened from view by neighbors. Only retractable clotheslines are permitted. Such clotheslines shall be located in the rear yard area and not visible from the street. All clotheslines shall be retracted when not in use. No clothing, rugs or other items shall be hung on or from any railing, landscaping or window. All repair of motorcycles, automobiles or other

vehicles shall be done out of public view.

J. Tents and Trailers. No tent, trailer, boat, camper, snowmobiles, motorcycles, four or three wheelers, motorhome, or truck rated larger than 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 cumulative of twenty (20) days in any calendar year.

K. Temporary Structures; Mobile Homes. With the exception of temporary sales offices placed by Declarant or its agents, there shall be no occupancy of temporary structures or partially completed structures. No home or other building shall be moved onto any Lot from outside the Property. All homes constructed in this development shall be constructed on site; and no manufactured or modular housing or mobile homes shall be permitted at any time.

L. Swimming Pools. Below-ground swimming pools are allowed, subject to the area being fenced according to the fencing requirements in Article II, Section B Architectural Standards, Item 11 and any additional requirements as set forth by the City. No temporary or above-ground swimming pools are allowed. Hot tubs are allowed so long as they are skirted in wood.

M. Satellite Dish. Satellite dishes or parabolic devices in excess of twenty inches (20") 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 or on a pedestal placed in the front half of the Lot.

N. Outbuilding. Playhouses, pool houses, utility buildings, detached garages, storage sheds or other similar structures shall be permitted, provided that the exterior and the roof of any such structure shall be constructed of the same material, have the same color and appearance as the residential dwelling on the same Lot and it must be located only in the rear area of such Lot. All such structures shall be in compliance with City codes and regulations.

O. Exterior Animal Houses, Runs and Shelters. Animal runs, animal houses and animal shelters shall not be permitted unless they are located at the rear of the house or garage and abut the house or garage. All animal houses, animal runs and animal shelters shall be screened with landscaping so that they are not visible to neighbors or from the street. Any animal house shall have the same external appearance, color and roof material as the home situated on the Lot. No animal house, animal shelter or animal run shall exceed twenty (20) square feet in area. No animal house, animal shelter, or animal run shall be located within twenty feet (20') of any Lot line.

P. Towers and Antennas. No extension tower or antennas of any kind shall be constructed or maintained on any Lot or on the exterior of the residence.

Q. Noxious Activities, Livestock. No noxious or offensive activity, noise or odors shall be permitted on or to escape from any Lot, nor shall anything be maintained or done thereon which is or may become an annoyance or nuisance, either temporarily or permanently. No animal, livestock, pigs (including potbellied pigs), snakes, reptiles or poultry of any kind shall be raised, bred or kept on a Lot, except that dogs, cats and other small commonly accepted domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes or sale to the public. No Owner may keep more than two (2) dogs and two (2) cats on a Lot at any time. All animals shall be tied, kept on a leash, fenced, confined by an underground electrical fence area whose perimeters are at least two feet (2') from all property lines, or kept in an animal run at all times.

R. Maintenance of Lot. The Owner or person in possession of any Lot, whether vacant or improved, shall keep or cause to be kept the Lot, all buildings, fences and other structures and all landscaping located on their property in good repair, keep the Lot free of debris, and mow the Lot so that the grass or weeds do not exceed six inches (6") in height. Damaged or dead trees and shrubbery shall be trimmed out or removed.

S. Construction Clean Up, Maintenance and Destruction of Property. Lot Owners and their contractors shall keep construction sites clean. Daily clean-up of trash and debris is required. Lot Owners and their contractors shall also keep the streets free of debris and mud. The installation by the Lot Owner or builder of silt fences or equivalent erosion control is required on downhill property line(s) in addition to any other locations required by the DNR or City. Lot Owners are responsible for their contractors and subcontractors.

Any construction or earth moving on any Lot(s) (whether greater than, equal to, or less than one acre in size) shall be in compliance with all statutes, rules and ordinances relating to storm water and erosion control compliance and permitting. Owners understand and agree that they are the sole responsible permittees for their respective Lot(s) with respect to compliance with all terms, provisions and requirements of the NPDES Storm Water Discharge Permit No. 2, the storm water pollution prevention plan which includes the Lot(s) and any and all applicable storm water and erosion control statutes, rules and ordinances.

Each Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and attorney and consultant fees caused by, or in any manner related to: 1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from their Lot(s); and 2) any alleged violation of any NPDES, storm water and erosion control statute, rule or ordinance, after the date of sale of the Lot(s) by the Declarant.

In the event any residence or other structure constructed on a Lot is damaged, either in whole or in part, by fire or other casualty, the Owner of said residence or other structure shall rebuild or remodel within one hundred eighty (180) days from date of damage or destruction to comply with this Declaration; or in the alternative, if the residence or other structure is not to be rebuilt, the Owner shall remove all remaining portions of the damaged structure, including the foundation and all debris, from the Lot within thirty (30) days of damage or destruction and shall restore the Lot to its natural condition existing prior to the construction of the residence or other structure, including stabilizing the Lot by fully seeding or sodding the Lot.

If a site is found to be in an unacceptable condition, the Lot Owner will be notified by phone and/or letter or email of violations. Lot Owners will have three (3) days to respond before the work is performed by others and the cost thereof assessed to the Lot Owner. Such cost shall be immediately due upon demand and shall bear interest at the rate of twelve per cent (12%) per annum until paid in full. Such cost, and the accrued unpaid interest thereon, shall become a lien upon said Lot upon the filing of an affidavit in the office of the Recorder for the County setting forth the notice, the failure of the Lot Owner to cure such default, the work performed by or on behalf of the person other than the Lot Owner and the cost thereof.

T. Sales Office. Declarant reserves the right to maintain one or more Lots as a model or a sales and display office for itself, for its marketing firm, or for any of the home builders who purchase Lots from Declarant; display or post signs of any type or size which are a part of the development and marketing of the Property; and to have agents, employees, equipment and material on any Lot used as a model or sales office.

U. Easements. Easements for the installation and maintenance of sanitary sewers, storm sewers, surface water flowage, bike trails, public utilities and private utilities are reserved as shown on the recorded plat(s) of the Property. The Owner or occupant of any Lot in the Property shall, at such Owner's or occupant's expense, keep and preserve that portion of such easements within such Owner's or occupant's property, at all times, in good condition, and shall neither erect nor permit erection of any building or structure of any kind nor permit any growth of any kind within such easement area nor change the grade of any such easement area in any manner that might interfere in any way with the use, maintenance, repair, restoration or replacement of any of the utility services, drainage, bike paths, street trees or landscaping located in said easement area, without the prior consent of the City or the utility company or companies for whose benefit such easement runs. Any such building or structure erected, growth permitted, or change in grade made within an easement area without such consent may be removed or regraded by the person for whose benefit such easement runs in the exercise of any rights granted by such easement without any obligation to such Lot Owner or occupant to restore, repair or replace such building, structure, growth or change in grade.

V. Storm Water Management. The Declarant has agreed to construct a storm water management facility consisting of drainage tile lines, detention basins and a storm water retention area, and has agreed to appropriate easements required to install and maintain said storm water management facility. The City and the Owner of each Lot shall be responsible for the ongoing maintenance, repair and replacement of the storm water management facility as required by the City. In particular, the Owner of each Lot shall have the responsibility to maintain, repair and replace any drainage tile lines and detention basin located on their Lot. The City shall have the responsibility of maintenance, repair and replacement of the storm water retention area located on the Common Area Lot. In the event that a Lot Owner does not maintain, repair

