

# St. James Place

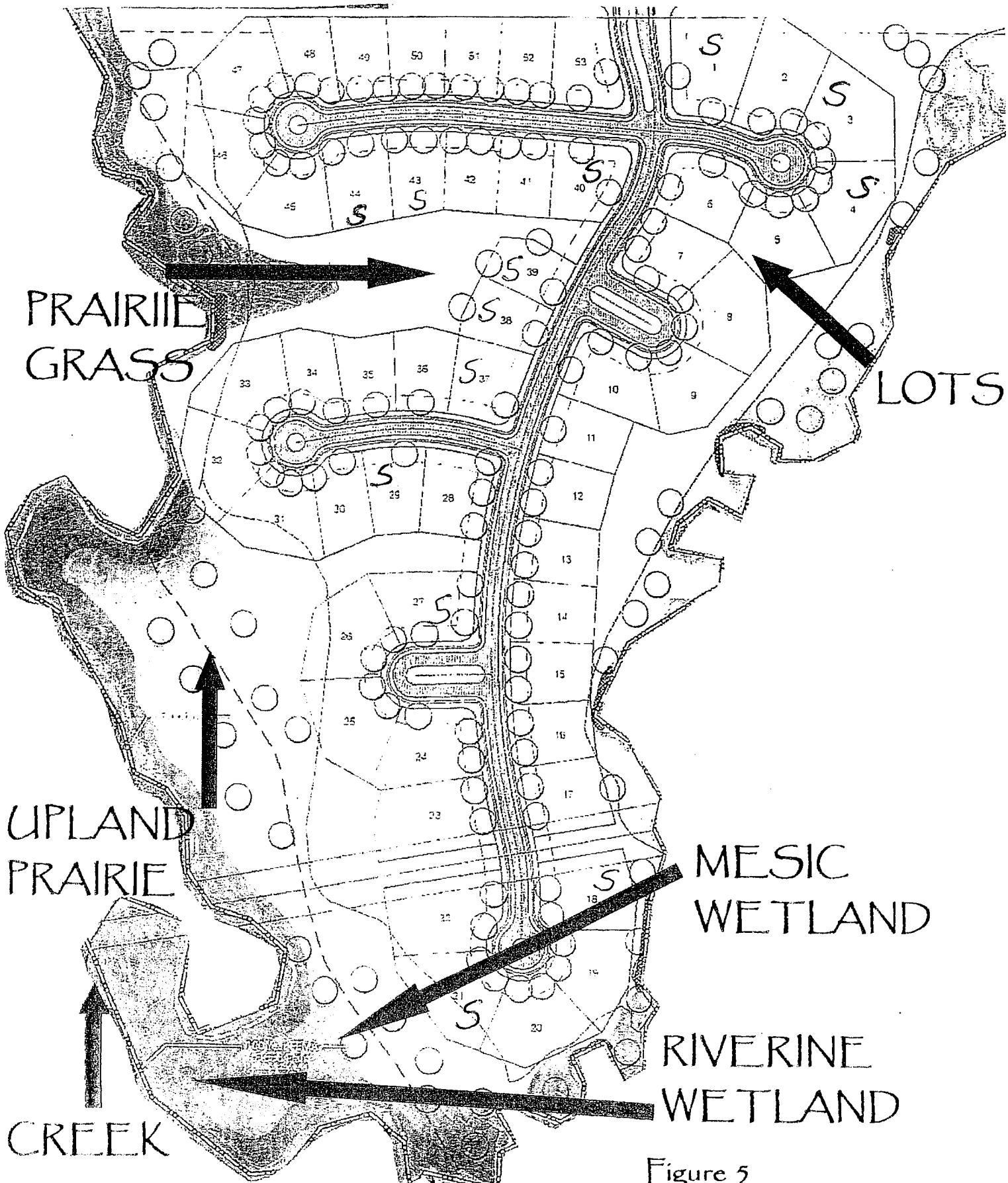


Figure 5

RESTATED  
ARCHITECTURAL STANDARDS  
Version 5-10

Declarant filed a Declaration of Covenants, Conditions, and Restrictions for Saint James Place on October 13, 2005 at Book 11338, and Page 450-477; and a First Amended and Substituted Declaration of Covenants, Conditions, and Restrictions for Saint James Place on May \_\_\_\_, 2010 at Book \_\_\_\_, and Page \_\_\_\_ (hereinafter "Restrictive Covenants"). The Restrictive Covenants place certain restrictions and requirements upon the design and construction of Structures located upon the Property. Declarant desires and intends to set forth fair, comprehensive and beneficial Standards for Lot Owners and their agents to follow. In order to do so, the Declarant hereby establishes the following Architectural Standards.

Definitions, covenants, conditions and restrictions from the Restrictive Covenants are hereby incorporated and combined herein. Wherever definitions, covenants, conditions, or restrictions from these Standards and procedures conflict with the Restrictive Covenants, the Restrictive Covenants shall supercede and prevail.

- I. DESIGN CONTROL AND ARCHITECTURAL STANDARDS. All Dwellings, Outbuildings, or other Structures built in Saint James Place shall blend in with the terrain rather than contrast with it. The use of natural materials is encouraged; i.e., stained wood, stone, brick and warm-toned shingles, as well as soft, earth-tone colors;
- A. DWELLING HOME REQUIREMENTS. All Dwellings shall satisfy the following minimum requirements.
- 1.a. All single-family homes on Lots 2 through 33, and 44 through 47 shall contain the minimum square footages of living space and meet the following requirements:
- i. One-story/ranch Dwellings must have a ground floor finished area of not less than 1,800 square feet.
  - ii. One and one-half story Dwellings must have not less than 1,450 square feet of finished area on the ground floor and a total of all levels of not less than 2,000 square feet.
  - iii. Two-story Dwellings must have a total on the ground floor and second story of not less than 2,300 square feet finished area.
  - iv. Split entry Dwellings must have not less than 2,300 square feet of finished area above rear walk-out or basement grade.
  - v. Split level Dwellings must have not less than 2,300 square feet of finished area above rear walk-out or basement grade.
  - vi. In the computation of square footages under this paragraph, any porches, breezeways, attached or built-in garages, or finished basement areas shall be excluded; except for Lots 2, 6, and 7,

which will be allowed to include up to 25% of finished basement area toward the total square footage requirements. For purposes of this, paragraph A, "ground floor" shall mean the floor at finished grade with the front of a Dwelling.

- b. All single-family homes on Lots 1, 34 through 43, and 48 through 53 shall contain the minimum square footages of living space and meet the following requirements:
  - i. One-story/ranch Dwellings must have a ground floor finished area of not less than 1,600 square feet.
  - ii. One and one-half story Dwellings must have not less than 1,300 square feet of finished area on the ground floor and a total of all levels of not less than 1,800 square feet.
  - iii. Two-story Dwellings must have a total on the ground floor and second story of not less than 2,100 square feet finished area.
  - iv. Split entry Dwellings must have not less than 2,100 square feet of finished area above rear walk-out or basement grade.
  - v. Split level Dwellings must have not less than 2,100 square feet of finished area above rear walk-out or basement grade.
  - vi. In the computation of square footages under this paragraph, any porches, breezeways, attached or built-in garages, or finished basement areas shall be excluded; except for Lots 1, 40, 41, 42, and 50 through 53, which will be allowed to include up to 25% of finished basement area toward the total square footage requirements. For purposes of this, paragraph A, "ground floor" shall mean the floor at finished grade with the front of a Dwelling.
2. No structure shall be erected on any Lot or Building Plot unless the design and location is in harmony with existing Structures within the Property.
3. All exposed concrete block or tile foundations visible from the street should be covered with brick, stone, stucco, or effice-type products.
4. For front elevations, 40% masonry (brick, stone, or effice) is preferred.
5. All Structures built in Saint James Place shall be shingled with wood shakes, wood shingles, architectural grade textured and/or shadowed composition shingles, or slate or tile roof shingles, or other architectural grade metals, and colors acceptable to the Declarant.
6. Siding, soffit areas, and fascia should be masonry, red wood, cedar, or concrete board. Aluminum, vinyl, or masonite will be discouraged.
7. All Dwellings shall have, at a minimum, an attached 3-car garage. No garage doors over eight feet in height shall be permitted. Front loading garages are permitted, however, side loading garages are encouraged. Garages should be designed and constructed in such a way as to be unobtrusive to the front elevation. Garages shall generally be flush or set back from the front of the rest of the house or other prominent front elevation features.

8. The main entrance should have a sense of prominence that is reflected on the design. Emphasis should be given to front porches and the impact they have on the front elevation.
9. All driveways, sidewalks, patios, and parking areas shall be constructed of permeable pavers or Portland cement concrete.
10. It is desirable for all Dwellings to exhibit the individuality of their Owners as well as the characteristics of the selected architectural style. But it is also important that they observe basic design principles inherent in good architecture:
  - i. Is the residence located on the site with a minimum disruption to the natural topography and landscape?
  - ii. Will the various building materials allow a pleasing and harmonious exterior appearance for the residence?
  - iii. Are the colors appropriate and used with restraint?
  - iv. Is there a consistent scale used throughout the design of the residence?
  - v. Is each element designed in proportion to the others?
  - vi. Are the specific features of the architectural style well developed and carefully detailed?
  - vii. Have these features been researched to achieve a degree of authenticity?
11. The City and the Declarant have established minimum Standards for building setbacks for various types of residential Structures. "Outdoor" elements of the house which are attached to the Dwelling (such as decks, porches, wing walls and such), are considered to be part of the Dwelling proper and will not be allowed to encroach into side or rear yard setbacks, except as variations in the case of unique site characteristics, which the Declarant may consider on a case-by-case basis. Patios, driveways, and walks may usually encroach into setback areas; but not into drainage easement or Dry Swale areas.
12. The main roof shall be a minimum 8 vertical to 12 horizontal pitched roof, either gabled, hipped or a combination of the two. Dormers shall be a minimum of 10 vertical to 12 horizontal pitched.
13. Soffit frieze boards and multi-faceted rakes are preferred. Door and window trim is required, and details such as shutters, keystones, head treatments, and planters are encouraged. All columns on front elevations will have a minimum width and depth to height ratio of at least 1 inch to 12 inches.
14. Flue pipes, roof vents, and skylights should be on the rear side of the roof ridge.
15. Reflective glass is prohibited.
16. All Structures should have at least one trim color in addition to the base color.

B. OTHER STRUCTURES. All other Structures shall satisfy the following minimum requirements.

1. No fences may be built forward of the centerline of the Dwelling built on a Building Plot or Lot. All fences shall be no more than four feet (or six feet if required for pool enclosures) in height and shall either be of stone or other masonry material, wood (stained; painted in soft, earth-toned colors; or left natural so as to blend in with the terrain); or, steel or iron (painted either black or dark brown in color so as to blend in with the terrain). All fence lines shall be at least six feet from the property line.
2. No light poles shall be used or placed upon any Lot that extends more than ten (10) feet above grade, except for those used to light tennis courts. All light poles shall be of a residential design. All pole lights shall be positioned and directed so as not to directly shine onto any adjoining Lot or constitute a nuisance to any adjoining Lot Owner. Glare shields are required to eliminate bright spots and glare sources. Exterior lighting should utilize low-voltage or similar non-glare direct task type fixtures and they should be as close to grade as possible. As no bare light bulbs are permitted to be shown, these shields also help in bulb concealment. All lighting conduit and fixtures must be as inconspicuous as possible, especially by day if lights are above grade level.
3. Outbuildings such as pool houses, kitchens, detached garages and storage buildings are permitted. Design shall be consistent with the primary Structure. Swimming pools shall be located only in rear yards and shall be at least twenty (20) feet from Lot Lines.
4. Tennis courts shall be located in rear yards and must be located so that they will not infringe upon view corridors. Courts should be naturally screened from adjacent homesites and windscreens should be kept to moderate heights. Design and color of all surface materials should blend naturally into the surrounding area and plant materials should be added where necessary to soften the visual impact. Night lighting of tennis courts is permitted if the light does not intrude on adjacent property.
5. The location of therapy pools, spas (including hot tubs), and other water features should address the relationships between indoor and outdoor features, setbacks, screening and the site's terrain. The size, shape and siting of pools must be carefully considered to achieve a feeling of compatibility with the surrounding natural and man-made elements. Pool and equipment enclosures must be architecturally related to the house and other Structures in their placement, mass and detail. Pool decks at or within two feet of grade may encroach into setback areas, but not closer than 10' to any property line.
6. Pet enclosures shall be located only in rear yards and shall be at least ten (10) feet from any Lot lines. Said enclosures shall either be constructed of

stone or other masonry material; wood with spacing no greater than four (4) inches between boards (stained; painted in soft, earth-toned colors; or left natural so as to blend in with the terrain); or, steel or iron (painted either black or dark brown in color so as to blend in with the terrain).

## II. EROSION CONTROL, DRAINAGE, GRADING, AND EXCAVATING.

- A. Development Conservation Practices. The Property is within a Planned Unit Development (PUD) zoning of the City of Ankeny. Lot Owners and their agents should review such zoning requirements before beginning any improvements. Said PUD requires the maintenance of specific types of conservation practices.
1. Upland Prairie, Riverine Wetlands, and Mesic Wetlands exist in the Development. The types of soils in these areas support different vegetation and hydrology which benefit the Development and the environment.
  2. Streambank Restoration. The Declarant has initiated Streambank stabilization along Fourmile Creek to restore the stream to its original shape and function. New vegetation along the banks will help prevent sedimentation.
  3. Narrow Streets, Curbless and Gutterless Streets. Narrow streets, and the absence of curbs and gutters, decrease the volume and velocity of storm water in the streets. Storm water falling onto the street will be collected within dry swales along the streets, and conveyed between Lots through dry swales.
  4. Soil Restoration. Substantial effort and money has been expended to restore hydrology existing with the native soils. A combination of topsoil and compost have been incorporated into the top 6 to 8 inches of soil to accomplish this restoration. It is imperative that this restoration be maintained on each Lot to reduce runoff through absorption, and to reduce irrigation requirements.
- B. All Owners as well as their contractors or agents shall be responsible for implementing appropriate erosion control measures before, during and after any construction or excavation on a Lot. Such measures may include temporary sedimentation areas, silt fences and ground cover (including silt fences, planting, and seeding) to cover all exposed areas and prevent erosion. If, in the opinion of the Declarant, erosion is not properly controlled, corrective action may be taken by the Declarant, and an automatic easement granted to implement the corrective action, and the actual costs thereof, plus an administrative fee as determined by the Declarant, shall be assessed against the offending Lot.
- C. Drainage considerations for individual sites play an important part of the overall

ecological balance of the site. Water runoff for each individual building site must be handled by adequately sloping all areas so that runoff can be directed to the natural drainage areas.

- D. The design and development concepts of Saint James Place call for the maintenance of the existing grades for each Lot in as much of the original condition as possible. Structures should be designed around the specific homesite and existing, natural elements.

### III. LANDSCAPING AND CARE.

- A. Before initial excavation, the top four inches of soil shall be scraped to the front and rear corners of the Lot. After excavation, backfill, and compaction activities, such topsoil and one-half inch of new compost shall be reapplied evenly over the site and then "tilled" into the top 6 to 8 inches of soil.
- B. When Dwellings are completed, all Building Plots or Lots are to be fully sodded; except where planned landscaping, topography, or tree cover does not make sodding practical.
- C. When Dwellings are constructed on a Building Plot or Lot, the following trees must be planted thereon unless such trees are already in place:
  - 1. One deciduous (over-story) tree, with a minimum two inch caliper measured at four feet from the ground, shall be planted in the front yard.
  - 2. Three deciduous (over-story) trees, with a minimum one and one-half inch caliper measured at four feet from the ground, shall be also be planted; one in the front yard and two in the rear yard.
  - 3. One to three flowering (under-story) trees, with a minimum one and one-half inch caliper measured at four feet from the ground, shall be planted in the parkway; one tree for Lots with less than 90 feet of frontage, two trees for Lots with more than 90 feet of frontage but not corner Lots, and three trees for corner Lots.
- D. Some Lot Owners may not elect to start construction in Saint James Place for several years. While vacant, these homesites must be kept clear of dead material (including trees), fallen branches, debris, shrubs, and other overgrown vegetation. Maintenance of a manicured lawn (sod) will not be required prior to building, but yard areas must preserve the goal of erosion control, hydrology, and the other Development Conservation Practices identified herein, and not restrict views from

the street or adjacent homesites.

Duly adopted and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Rogers Six, L.L.C., Declarant

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Douglas W. Rogers, President

Prepared by/RETURN TO: Mark R. Gray, 213 N. Ankeny Blvd., #100, Ankeny, IA 50023, 964-3633

FIRST AMENDED AND SUBSTITUTED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SAINT JAMES PLACE,  
ANKENY, POLK COUNTY, IOWA

Doug and Rosann Rogers, being the developers of the following described real estate, to-wit:

All Lots in Saint James Place, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa,

Do hereby establish and place residential covenants, conditions and restrictions ("Covenants") upon said real estate (sometimes referred to herein as "the Property"), which shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, and which are for the purpose of protecting the value and desirability of said Lots, and which shall run with the real estate 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. This First Amended and Substituted Declaration amends and replaces the Declaration filed October 13, 2005 at Book 1338, and Page 450.

- I. DEFINITIONS. For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:
  - A. "Saint James Place" shall mean and refer to the real property located in the residential subdivision of Saint James Place, an official plat, in Ankeny, Iowa as above described.
  - B. "Declarant" shall mean Doug and Rosann Rogers, or their successors or assigns.
  - C. "Dwelling" shall mean and refer to a Structure built or to be built upon a Building Plot for purposes of an Owner's private residence, or otherwise as the Owner's main living area.

- D. "Lot" shall mean and refer to any individual parcel of land that is shown upon the recorded plat of Saint James Place but shall not include any Outlot shown on the plat of Saint James Place.
- E. "Structure" or "Structures" shall mean and refer to a Dwelling, an Outbuilding, a pool, a fence, a play set or equipment, or other Structure constructed or placed upon a Lot.
- F. "Building Plot" shall mean and refer to one or more platted Lots on which a home is to be located.
- G. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to or vendee under an installment real estate contract of any Lot or Lot together with an Outlot of Building Plot within Saint James Place.
- H. "Outbuilding" shall mean an enclosed or covered Structure not directly attached to the residence to which it is appurtenant; including sheds, dog houses or other pet enclosures.

II. DESIGNATION OF USE. All Lots in Saint James Place, except those designated for streets, public easements or common areas, shall be known and described as residential building Lots or Building Plots and shall not be developed with more than one single-family Dwelling each, and shall not be improved, used or occupied for other than private residential purposes, consistent with the zoning ordinance of the City of Ankeny, Iowa.

III. USE RESTRICTIONS.

- A. No building or Structure shall be constructed, altered, or maintained on any Lot or Building Plot other than a single-family home or any Structure allowed by the City zoning ordinance.
- B. The Owner and/or person in possession of each Building Plot or Lot whether vacant or improved, shall keep the same free of rubbish, trash, weeds, and debris. If said Owner or person in possession fails to keep a Lot free of rubbish, trash, weeds, or debris, and is in receipt of written notice delivered personally or by certified mail from Declarant or by any Lot Owner within seventy-five (75) feet of such Lot to cut such weeds and remove such debris within ten (10) days but has failed to take appropriate corrective action, the Declarant or the Lot Owner giving such notice, as the case may be, may enter upon the Lot to cut or cause to be cut such weeds, or to remove or cause to be removed such rubbish and/or debris, and said Declarant or Lot Owner shall have a right of action against the Owner of such Lot for collection of the cost thereof.

- C. No building or Structure of a temporary character, nor any vehicle; including but not limited to trailers, recreational vehicles, motor homes, modular homes, mobile homes, manufactured homes, basements, tents, shacks, garages, or Outbuildings, shall be used at any time as a residential Dwelling on any Building Plot or Lot, either temporarily or permanently.
- D. No recreational vehicle, all-terrain vehicle, motor home, boat, snowmobile, motorcycle, personal water craft, business vehicle larger than a one-half ton pickup truck, trailer, or similar devices may be parked or stored upon any Lot or street for more than thirty (30) days during any calendar year, unless the same is located in a garage or Outbuilding. Nothing in this paragraph, however, shall prohibit the parking of usual and customary construction equipment and vehicles during the time construction takes place on a Lot or street.
- E. No home occupation or business, nor any commercial activity, shall be conducted on any Building Plot or Lot, except as permitted by the City Zoning Ordinance.
- F. No satellite dish shall be located upon any Lot unless it meets the following requirements:
  - 1. It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in an acceptable fashion.
  - 2. It shall be located so that no part of the device is in front of the home it services.
  - 3. It shall not exceed two (2) feet in diameter.
  - 4. It shall be constructed of metal material, gray or black in color, or, to the extent technically feasible, be painted to match the color of the home it serves.
  - 5. If ground mounted, it shall be appropriately landscaped and screened with bushes or appropriate fencing.
  - 6. It shall not extend more than 4 feet above grade.
- G. No exterior towers or antennas of any kind shall be constructed or permitted on any Lot. Reasonable television or radio antennas are permitted on a residential Dwelling.
- H. Any play sets or equipment erected shall not exceed ten (10) feet in height, and shall be properly maintained.
- I. The minimum setbacks as specified in this Declaration shall be measured from the Lot line from which the setback is being measured to the nearest building or Structure. No buildings or Structures (except for permitted fences, drive entrance columns, or mailboxes) shall be constructed or maintained within the required

minimum setback area. The definition of terms "front yard", "side yard", "rear yard", "building", "Structures" or other similar term relating to setbacks shall be the same as that definition contained in the City's Zoning Ordinance now or in the future.

1. The front yard setback shall be at least thirty (30) feet.
  2. The side yard setbacks shall be a total of at least twenty (20) feet with a minimum setback of ten (10) feet on any one side.
  3. The rear yard setback shall be at least twenty (20) feet.
  4. Lots shall also be subject to all setbacks, easements and restrictions shown on the plat of the Property that are filed of public record.
- J. Items such as garbage cans, clotheslines, lawn or garden equipment, building materials and other similar items shall be stored out of public view, and be properly screened. Garbage or trash receptacles may be placed curbside the evening before pick-up and shall be returned to acceptable storage out of view by the evening of the day of pick-up.
- K. Firewood shall not be stored on the front or side of a Dwelling. Firewood shall be neatly stacked behind the Dwelling out of sight from public view and shall not consist of more than one stack which shall not be in excess of 4' x 4' x 8' in size.
- L. Any repair of motorcycles, automobiles, vehicle, boats or equipment shall be done completely out of public view.
- M. Drainage from an Owner's Lot shall not adversely affect any other Owner, Lot, street, or Common Area and each Owner shall indemnify and hold harmless all other Owners and the Declarant from and against any and all damages or liability caused by an Owner's violation of this paragraph regarding drainage.
- N. There shall be no signs posted on or within the Property except reasonable "For Sale" signs maintained by Declarant or any agents or brokers regarding the sale of Lots by Owners. In no event shall any sign permitted by this paragraph be placed on any Common Areas or in the City right of way.
- O. There shall be a limited noise level of thirty (30) decibels allowed to be emitted from any Lot when measured from any other Lot in the Property. Exceptions shall be lawnmowers, snow blowers, chainsaws, or other standard exterior maintenance equipment and construction work, for which levels may temporarily reach sixty (60) decibels between 8:00 AM and 9:00 PM.
- P. There shall be no parking on any of the streets in the Property except when required during snow removal from driveways or during repair or repaving of

driveways or parking areas. Temporary or short term parking to accommodate guests of Owners or for other valid temporary reasons shall be allowed for periods of not more than 24 hours per week.

- Q. 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.
- R. No hunting, trapping, shooting of wildlife or discharging of firearms shall be allowed in the Property.
- S. There shall be no recreational snowmobiling or motorized off-road vehicle use or all-terrain vehicle use within the Property except directly to or from an Owner's residence and a destination outside of the Property. Such vehicles, however, may be used for the conveyance of emergency supplies or emergency transportation.
- T. No person shall change the grade or elevation of any easement area within the Property dedicated to the City or other entity nor construct any fence or place any obstruction on or over the easement area.
- U. No Lot Owner or other person shall plant gardens or landscaping on or within a Public Area.
- V. No noxious or offensive activity, sound, vibration, 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, offensive or a nuisance either temporarily or permanently.
- W. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other common pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however shall more than two dogs or two cats be maintained on any one Building Plot or Lot at any one given time. Pets shall be kept in strict accord with the applicable leash ordinances of the City. Owners of pets shall promptly clean up after their pets, especially any droppings on sidewalks, streets, Common Areas, or neighboring Lots.

IV. DESIGN RESTRICTIONS AND REQUIREMENTS. No Dwelling, Outbuilding, or other Structure shall be erected upon any Lot unless site plans and building plans are consistent with the Architectural Standards.

- A. The Architectural Standards (hereinafter, "Standards"), as may be amended from time to time, are hereby incorporated herein and shall be enforceable in the same

manner as any other covenant, condition or restriction contained herein.

- B. Saint James Place will be an environmental development, with specific design requirements and criteria. Owners will be required to adopt and follow certain erosion control and development conservation practices as set forth in the Standards.
  - C. The Standards may be amended at any time, with or without notice, by Declarant. Said amendment may or may not be filed with the County Recorder. Owners or prospective Owners should check with the Declarant before proceeding with any improvements to a Building Plot; including but not limited to grading, digging, landscaping, or construction of any Structure. Declarant shall provide copies of current Standards upon reasonable request.
- V. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities as well as Development Conservation Practices are reserved as shown on the recorded plat of Saint James Place or by separate easements recorded at the time the Final Plat of Saint James Place is filed. The Owner and/or a person in possession of a Building Plot or Lot shall, at his or her expense, maintain, keep and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building or Structure of any kind, nor permit any growth of any kind within said easement which might interfere in any way with the use and patrolling of any of the utility services and drainage within the easements or contemplated to be installed within the easements in the future, and shall fully comply with all of the terms of said easements.
- VI. ENFORCEMENT OF COVENANTS. These Covenants shall be deemed to run with the land to which they apply, and the Declarant and/or the Owner of any such real estate may bring an action in any court of competent jurisdiction to enforce these Covenants and enjoin their violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity.
- VII. AMENDMENTS TO AND EXTENSIONS OF COVENANTS.
- A. So long as Declarant owns any Lot within the Property, including an interest as contract vendor, it shall have the sole and absolute right to extend and amend this Declaration in order to correct any deficiencies, clarify any provision thereof, to carry out the intent of this Declaration, or to address development issues not contemplated at the date hereof.
  - B. After Declarant is fully divested of legal and equitable title to all Lots within the Property, this Declaration may be extended by an affirmative vote of a majority of the Lots within the Property, (with each Lot entitled to one (1) vote), upon which

affirmative vote these Covenants, Conditions and Restrictions shall be extended an additional twenty-one (21) years (and extended for successive twenty-one (21) year terms thereafter in the same fashion); effective as of the date when the extension is filed with the Recorder of Polk County, Iowa.

- C. After Declarant is fully divested of legal and equitable title to all Lots within the Property, this Declaration may be amended or terminated, in whole or in part, by an affirmative vote of two-thirds (2/3) of the Lots within the Property, (with each Lot entitled to one (1) vote), upon which affirmative vote these Covenants, Conditions and Restrictions, or part thereof, shall be amended or terminated; effective as of the date when the amendment or termination is filed with the Recorder of Polk County, Iowa.
- D. Any Extension, Amendment, or Termination shall be filed with the Recorder, accompanied by an Affidavit by any Lot Owner certifying the requisite vote of the Lot Owners within the Property, as disclosed by the public records. In determining ownership for purposes of this paragraph, the records of the Polk County Recorder shall be conclusive.

VIII. PERIOD OF COVENANTS. All of the foregoing Covenants, Conditions and Restrictions set forth in this Declaration shall continue and remain in full force and effect at all times and as to the Property, regardless of how title was acquired, from the date of filing of this Declaration until the 31<sup>st</sup> day of December, 2030.

IX. ENFORCEABILITY AND WAIVER.

- A. 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.
- B. All Property subject hereto shall also be subject to any and all rights and privileges of the City or acquired or hereafter acquired by the City through dedication, conveyance, filing or recording of plats or covenants as authorized by law. Wherever there is a conflict between these Covenants, Conditions or Restrictions and/or the zoning ordinance or law of the City, County or State,

wherein the Property is located, that which is most restrictive shall be binding.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Rogers Six, L.L.C.

\_\_\_\_\_  
Douglas W. Rogers, President

STATE OF IOWA    )  
                          )SS.  
COUNTY OF POLK )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said County and State personally appeared Douglas W. Rogers to me personally known, who being by me duly sworn, did say that the person is President, of said limited liability company, and that the instrument was signed on behalf of the said limited liability company by authority of its managers and the said Douglas W. Rogers acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State