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<b>RETURN TO:</b>	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010

**RESTRICTIVE COVENANTS AND REGULATIONS FOR  
UPLAND TRAIL SUBDIVISION SECOND ADDITION,  
GILBERT, STORY COUNTY, IOWA**

**WHEREAS**, the undersigned, Upland Development Company, LLC, an Iowa limited liability company (the "Developer"), is the owner of Lots One (1) through Forty-one (41) (said lots, which include the Townhome Lots (as that term is defined herein), the Single Family Lots (as that term is defined herein, and the Apartment Lots (as that term is defined herein) are sometimes referred to herein as a "Lot" or collectively as the "Lots") contained in Upland Trail Subdivision Second Addition, Gilbert, Story County, Iowa (the "Subdivision"); and

**WHEREAS**, Lot One (1) through Lot Ten (10), Lot Twenty-nine (29) through Lot Thirty-one (31), and Lot Thirty-six (36) through Lot Forty-one (41) (collectively, the "Townhome Lots") shall be developed as townhome lots, Lot Eleven (11) through Lot Twenty-eight (28) (collectively, the "Single Family Lots") shall be developed as single family residential lots, and Lot Thirty-two (32) through Lot Thirty-five (35) (collectively, the "Apartment Lots") shall be developed as apartments; and

**WHEREAS**, all Lots shall be developed and governed by and in accordance with these restrictive covenants and regulations; and

**WHEREAS**, for their own protection and for the benefit of subsequent owners of said Lots within said Subdivision, the said owner desires to restrict the use thereof in certain particulars;

**NOW, THEREFORE**, the parties hereto, in consideration of the covenants and agreements contained herein, by these presents, covenant, bargain and agree for themselves for their successors and assigns, as follows:

1. The Single Family Lots shall be known and described as residential Lots and shall not be improved, used, or occupied for other than private single-family residential purposes.

2. The residences to be constructed or to be permitted to remain on the Single Family Lots shall meet the following requirements:
  - a. One (1) story residences on the Lots shall have a ground floor finished area of not less than one thousand four hundred (1,400) square feet.
  - b. One and one-half (1½) story residences, split-level residences, or two (2) story residences on the Lots shall have a total finished area on the ground floor and second floor of not less than one thousand six hundred (1,600) square feet.
  - c. The computation of the total finished area shall not include porches, breezeways or garages.
3. The residences to be constructed on the Townhome Lots shall be constructed in accordance with and pursuant to the plans and elevations for the Subdivision approved by the City of Gilbert, Iowa (the "City") as part of the regulations and ordinances of the City related to the development of real property within a Planned Development Residential District.
4. The residences to be constructed on the Apartment Lots shall be constructed in accordance with and pursuant to the plans and elevations for the Subdivision approved by the City.
5. No Single Family Lot shall be subdivided for the purpose of constructing more than one (1) residence per Single Family Lot; however, parts of a Single Family Lot may be conveyed to adjoining owners for any other purpose.
6. No building, fence, wall or other structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition, change, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing by the managers, members or officers, as the case may be, of the Developer, or by an Architectural Committee appointed by the Developer. The primary guidelines for approval are that the plans and specifications reflect harmony of external design

and location in relation to surrounding structures and drainage patterns in accordance with the storm water management plan. When dwellings have been constructed on all Lots within the Subdivision, the requirements imposed by this paragraph shall terminate.

7. The following restrictions shall also constitute covenants:
  - a. There shall be no mobile homes placed or erected on any Lot.
  - b. No pre-erected dwelling shall be moved to any Lot.
  - c. All dwellings must have, at a minimum, a double attached garage.
  - d. No more than twelve (12) inches of concrete block, poured concrete, or wood foundation shall be exposed on any building unless the exposed material is covered with brick, stone veneer, or siding.
  - e. All Lots may have fences in the rear yard only. Chain link fences shall be permitted; however, no galvanized finish shall be permitted.
  - f. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of the construction and construction must begin within twelve (12) months of the date on the deed from the Developer. All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete, or other debris may not be placed on other land within the Subdivision. **IF CONSTRUCTION HAS NOT BEGUN ON A LOT WITHIN TWELVE (12) MONTHS OF THE DATE ON THE DEED FROM THE DEVELOPER, THEN THE OWNER OF RECORD, AT THE DEVELOPER'S REQUEST, AGREES TO DEED THE PROPERTY BACK TO THE DEVELOPER FOR NINETY PERCENT (90%) OF THE ORIGINAL PURCHASE PRICE WITH NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST AT THE TIME THE DEED IS CONVEYED TO THE DEVELOPER. THE DEVELOPER WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES, AND TRANSFER TAXES. ON ISSUANCE OF AN OCCUPANCY PERMIT FOR A RESIDENCE, THIS RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT LOT.**
  - g. All homes must be built by a recognized homebuilder, defined as a homebuilder who completes at least three (3) new homes per year.
  - h. All finished Lots and house grades shall conform to the Developer's grading plan which may be obtained from the Developer during construction.

- i. All mailboxes shall be placed in accordance with United States Postal Service regulations. Individual mailboxes will not be permitted. Cluster mailboxes will be provided by the United States Postal Service.
- j. No above ground or non-permanent swimming pool shall be permitted on any Lot.
- k. No building or structure of a temporary character 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; however, Lots may have dog runs, tool sheds, or other outside structures of no more than one hundred (100) square feet total floor area for nonresidential use. The exterior of any tool shed or other outside structure must match the exterior finish of the main structure on the Lot.
- l. No tent, trailer, recreational vehicle, camper, boat, truck rated larger than three quarters ( $\frac{3}{4}$ ) of a ton, or other movable or temporary structure, shall be maintained or parked on a Lot or street within public view for a period of time exceeding forty-eight (48) consecutive hours or for more than thirty (30) total days in any calendar year.
- m. No rubbish containers shall be visible from the street except on pickup day and one (1) day before and one (1) day after pickup day. Construction waste containers shall be exempt from this provision; however, the builder or Lot owner shall be responsible for keeping the construction debris contained on the Lot and in the construction waste containers.
- n. No extension towers or antennas of any kind shall be constructed, modified, or permitted on any Lot except television or radio antennas of less than ten (10) feet are permitted on dwellings or garages. Satellite dishes or parabolic devices in excess of thirty-six (36) inches 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.
- o. No noxious or offensive activities or odors shall be permitted on or to escape from any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance, either temporarily or permanently.
- p. 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. Dogs must be tied, fenced, or kept in a dog run or on a leash at all times.

- q. Following construction of the residential dwelling on any Lot, the entire yard shall be timely sodded. The requirement for sod shall be waived where a permanent underground irrigation system is installed on the Lot. In addition to seeding and sodding, the builder or Lot owner shall expend a minimum of one thousand dollars (\$1,000.00) for landscaping. Landscaping shall include at least one (1) one and one-half (1½) inch caliper tree.
- r. All retaining walls shall be constructed of stone or masonry product. No wood landscaping timbers shall be used to construct retaining walls, except that window well retaining walls that are not visible above grade may be constructed using wood landscaping timbers.
- s. Roof materials should be slate, tile, cedar shakes, or composite shingles, and may be accented with standing seam metal. Composite shingles shall be architectural grade, minimum thirty (30) year warranty. Shingle colors shall be compatible with and complimentary to the exterior materials and colors. White or white blend roof materials are not acceptable.
- t. All outdoor light fixtures shall be designed, installed, and maintained to prevent light trespass beyond the boundaries of the Lot. "Full cutoff" outdoor light fixtures which emit no light at or above the horizontal plane of the fixture shall be utilized for all dusk to dawn light fixtures exceeding three hundred (300) lumens and for all manually switched or occupancy sensor switched fixtures exceeding one thousand (1,000) lumens. Christmas lighting or other temporary outdoor lighting shall be exempt from this provision, but shall remain in place no longer than six (6) weeks annually.
- u. Each Lot owner shall keep the Lot free of weeds and debris and shall take all necessary steps to control erosion from the Lot. All Lot owners shall implement appropriate erosion control measures before, during, and after construction. These measures may include silt fences, ground cover, and seeding over exposed areas. If, in the opinion of the Developer, erosion is not properly controlled, corrective action may be taken and the costs assessed against the Lot owner.
- v. Once a dwelling is sold and occupied, signage shall be limited to (i) address signage, (ii) owner identification signs, (iii) "For Sale" signs, (iv) "Garage Sale" signs, (v) special event signs (such as birthdays, graduations, or anniversaries, hereafter "Event Signs") (vi) political signs, and (vii) other signs approved in writing by the Developer. "For Sale" signs shall only be displayed while a dwelling is for sale and must be removed the day following the closing of the sale. "Garage Sale" and Event Signs shall only be displayed one (1) day before the sale or event and during the sale or event

and must be removed by the day following the sale or event. Political signs shall only be displayed up to two (2) weeks prior to an election, the day of the election, and must be removed by the day following the election. Political signs not related to an election shall be displayed for a maximum of two (2) weeks. Other signs permitted by the Developer shall be displayed for such times as authorized by the Developer. All signs shall be limited to no more than thirty-nine (39) inches in width by twenty-four (24) inches in height and shall be professionally constructed. No hand painted signs will be allowed. Except for address and owner identification signs, no signs shall be erected on any building elevation, erected so that is visible through window or glass openings or, except for vehicles with professionally made business signage on the vehicles, attached to vehicles parked within the neighborhood.


- w. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The owner of any Lot shall be the solely responsible permittee for the Lot with respect to compliance with all terms, provisions, and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot. During the ownership of the Lot, the Lot owner shall protect, defend, indemnify, and hold the Developer and the other owners of the Lots harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs, and/or attorneys 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 the Lot; and/or (2) any alleged violation of any NPDES or storm water discharge rule or regulation.
8. All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.
  9. In case of violation of any of the covenants, any person then owning a Lot in said Subdivision or the City is authorized to resort to an action of law or equity for relief, either by injunction or in damages, against the person so violating said covenants.
  10. Invalidation of any of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions, but they shall remain in full force and effect.
  11. This instrument may be amended upon the recording of a written instrument executed by the Owners of at least seventy-five percent (75%) of the Lots within the Subdivision. Any amendment to this instrument must be filed for record in the office of the Recorder of Story County, Iowa. For the purposes of this Paragraph

11, each Lot shall be deemed to have one (1) Owner, and each said Owner shall be entitled to one (1) vote for each Lot owned.

12. The provisions of this instrument and any amendments hereto may be extended for an additional period beyond the initial twenty-one (21) year period upon the filing of a verified claim by the Owner of a Lot within the Subdivision in the office of the Recorder of Story County, Iowa, within the initial twenty-one (21) year period. For the purposes of this Paragraph 12, each Lot shall be deemed to have one (1) Owner, and each said Owner shall be entitled to one (1) vote for each Lot owned.

Dated at Ames, Iowa this 26<sup>th</sup> day of August, 2021.

**UPLAND DEVELOPMENT COMPANY, LLC**

By:   
Justin R. Dodge, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 26 day of August, 2021, by Justin R. Dodge, as a Manager of Upland Development Company, LLC.



Notary Public in and for the State of Iowa

My commission expires 2-27-23

