

**DECLARATION OF RESIDENTIAL COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
THE RIDGE, FIRST ADDITION TO  
THE CITY OF MOVILLE**

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION, made this 28<sup>th</sup> day of October, 2013.

WESTERN IOWA TELEPHONE ASSOCIATION, and Iowa Corporation,  
DECLARANT, of Woodbury County, Iowa, being the owner of the following described  
premises:

The Ridge, First Addition, an Official Plat, now included in and forming a part of the  
City of Merville, Woodbury County, Iowa,

Does hereby establish and place residential covenants, conditions and restrictions upon said  
premises, 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, assigns, grantees,  
executors, administrators and devisees and shall inure to the benefit of each owner thereof.

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**I. DEFINITIONS**

- a) “Declarant” shall mean and refer to the signatories hereto and their successors and assigns.
- b) “Lot” shall mean and refer to all Lots as shown upon the recorded plat of The Ridge First Addition to the City of Merville, Woodbury County, Iowa.
- c) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of The Ridge First Addition.

**II. DESIGNATION OF USE**

- a) All Lots shall be known and described as residential lots and shall not be improved, used or occupied for anything other than private residential purposes. No full-time or part time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City.

**III. BUILDING TYPES**

- a) No building to structure shall be constructed, altered, or maintained on any Lot other than a detached single family dwelling with an attached garage.
- b) All single family homes in a ranch or single level style shall contain a minimum of 1,500 square feet of above grade living space exclusive of attached garages, breezeways, and porches. All single family residences that are one and one-half or two story units shall contain a minimum of 1,750 of above grade living space exclusive of attached garages, breezeways, and porches.
- c) Each lot shall have a home built thereon. Two lots may be combined by a single owner, provided, however, the minimum square footage requirements are increased as follows: 2500 square feet for a single level home, or 3000 square feet for a multi-level home.
- d) No pre-occupied dwelling or structure shall be moved onto any Lot.

**III. DESIGN REQUIREMENTS**

- a) Acceptable roofing materials are slate, tile cedar shingles, metal shakes, standing seamed copper, and heavy asphalt shingles. Shingles shall be of a style and construction so as to create shadow and texture similar to shakes or slate. All other roofing materials shall be prohibited.
- b) Acceptable siding materials are Fiber Cement Siding, Wood or Masonite lap siding or shingles, masonry, Brick, Stucco, or EIFS/Dryvit. All other siding materials shall be prohibited.
- c) All roofs shall have a minimum pitch of 5:12.
- d) All dwellings must have, at a minimum, an attached two-car garage with a driveway having a concrete, stone or brick surface with a minimum width of 20 feet running from the city street to the garage. No garage may exceed 70% of the square footage of the ground floor living space.
- e) The front elevation of each home must have partial brick or stone covering a minimum of 100 square feet.

- f) All accessory use type buildings (sheds, etc.) shall be constructed to match the architecture of the residence on that Lot. All accessory type buildings shall be constructed to meet the siding and roofing materials requirements outlined in (a) and (b) above. No accessory building's height shall exceed the height of the residence.
- g) An owner desiring to erect an improvement shall deliver a set of construction plans, landscaping plans and plot plans to Declarant (herein referred to as the "plans"). Such plans shall include a description type, size, quality, color (including any change in color) and use of materials proposed for the exterior of such improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

#### IV. ARCHITECTURAL CONTROL

- a) No boats, campers, or other recreational vehicles may be parked and stored on a Lot except in a garage, or within the lot setbacks and on a concrete surface.
- b) No mobile or trailer-type homes will be allowed in the entire development, including future phases of The Ridge.
- c) All utility connection facilities and services shall be underground.
- d) No exterior transmission tower, antenna or television dish of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings, or on garages. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) inches or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground, on dwellings, or garages. Any antenna or dish must be installed in a location least visible from the street.
- e) 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. In no event, however, shall more than a total of three (3) dogs and/or cats be kept at any one home at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and must be completely screened or otherwise hidden from view from all streets within the Development.
- f) No pool may extend more than one foot above ground level.
- g) Exterior lights on a Lot (excluding required by the City) which illuminate areas beyond the boundary of the Lot shall be considered a Nuisance.
- h) Declarant reserves the right to install any fence it deems necessary to protect the safety or integrity of the development property. The declarant shall be responsible for all expenses associated with the installation of any fence it

deems necessary. The Lot owner shall be responsible for the upkeep and repair of any Developer installed fence. The Lot owner shall repair or refurbish any Declarant installed fence using the same materials and colors as the original installed fencing. No Declarant installed fence shall unreasonably intrude on any Lot.

- i) Fences shall not exceed six (6) feet in height and shall be of a style, design and materials approved in writing by Declarant prior to installation. Fences shall be maintained in good condition by the Owner of the Lot. An Owner may petition for variance in fence height which may be granted upon good cause shown and subject to the discretion and approval of the Declarant, which shall be evidenced in writing prior to installation. No fence shall be constructed or placed in the front yard of any Lot or closer to the front Lot line than the front line of the Residence located or to be located on such Lot without written permission of the Declarant. Chain Link and wire type fences are expressly prohibited. All Fences must be aesthetically pleasing and constructed of approved materials. Approved materials include but are not limited to the following: PVC, Vinyl, Aluminum and Iron. Any fence constructed in violation of this provision shall be removed immediately. Failure to remove a fence in violation of this paragraph shall result in a \$100 per week penalty.
- j) Window mounted air conditioning units are prohibited.
- k) Solar energy panels shall not be visible from any street in the Development.
- l) No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the city, by other governmental entities or by the Declarant, (ii) a customary sign advertising a Lot or dwelling for sale or rent, not exceeding 1,296 square inches. In the event that any sign other than those described above shall be placed or exposed to view on any Lot the agents of Declarant are hereby given the right to enter upon such Lot and remove such signs.

**V. LANDSCAPING REQUIREMENTS**

- a) Masonry retaining walls are acceptable where proposed grades must be in excess of 3:1. Where retaining walls are used, their shall be a maximum of four feet in height, shall be terraced and stepped if in excess of four feet in height and shall be of a material compatible with the building architecture. Masonry shall be the only acceptable material for retaining walls.

- b) Trees: Each Lot shall have no less than 2 trees per front yard, with one tree required to be a shade tree with a minimum 2” caliper at time of planting. All other trees must have a minimum 1” caliper at time of planting.  
Shrubs: Each Lot shall have no less than 5 shrubs/bushes/ornamental grass specimens in the front of the house. All shrubs/bushes/grasses must be a minimum 2 gallon size at time of planting.  
Timeframe: All trees and shrubs required herein shall be planted within one year of home occupancy.

## **VI. CONSTRUCTION PROCEDURES**

- a) Construction must be conducted so as not to be injurious or offensive to adjacent properties by reason of the emission or creation of noise, vibration, smoke, dust or other particular matter, toxic or noxious waste materials, odors, fire and explosive hazard or glare. Dust control measures shall be taken when necessary and appropriate, which may be at the direction of declarant in their discretion.

All construction sites are to be maintained in a clean and orderly fashion throughout the construction process. Construction materials are to be neatly piled on site; debris and rubbish are to be contained and periodically removed; tall, unsightly weeds are to be routinely cut back, streets adjoining a construction site are to be frequently swept clean of dirt and construction trash. Any debris left by a builder on public streets shall be cleaned up by the builder. No open burning is allowed unless written permission is given by the Declarant. Adjacent properties may not be used for the dumping of construction debris, dirt, trash or such items. There will be no washing of any truck or car on the streets of the development.

Infractions of these procedures may be cause for a \$500 fine to the owner and/or builder per infraction, and/or suspension of builder or builder's subcontractor from the project.

- i. Parking: All construction shall not interfere with the free passage of traffic through and around the site. Construction traffic must be sensitive to the traffic patterns, speed limits, and needs of the community.
- ii. Screening: Where particularly offensive construction activities occur adjacent to a developed property otherwise sensitive land use, the Declarant may require the builder to erect a proper fence to screen that activity. The design of that fence must be approved by the Declarant. Adjacent properties must also be protected from wind-born dust and debris.

iii. Noise: Loud radios or noise will not be allowed within the development. This is distracting and discomforting to property owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside houses under construction. Remember that sound travels a long way on a windy day.

iv. Temporary Structures/Signs: The installation and location of all temporary structures such as site trailers and leasing offices must be approved by the Declarant. These structures must be promptly removed upon the completion of construction. Building permit boxes shall not be attached to existing trees. No contractor or subcontractor signs are allowed other than those permitted by the Declarant.

v. Erosion Control: The Contractor is responsible for an erosion and sediment control plan to be established and implemented to control runoff and contain silt within disturbed areas of the construction site.

vi. Deliveries: No deliveries of equipment or material should be made before 7:00 A.M. or after 8:00 P.M. Operators of vehicles are required to see that they do not spill any damaging materials while within the development. If spillage occurs, operators or their contractors are responsible for the cleanup. They are also required to contract governing agencies governing these occurrences. Clean ups done by the Association will be billed to the responsible party. Please report any spills as soon as they occur.

vii. Trash: Dumpsters must be provided at the building site to collect trash and debris generated by construction and sub-contractors and their employers. They shall be emptied regularly to prevent overfilling.

viii. Work Hours: Construction work shall not begin before 7:00 A.M. nor continue after 8:30 P.M., Monday through Saturday. Special permission is necessary to move equipment or make deliveries on Sunday. All attempts should be made to coordinate construction schedules that may cause disruption to adjoining residents.

## **VII. MANDATORY COMPLETION DATE**

- a) Any requirements with regard to building structures, accessory use buildings, driveways or any other required action with regard to improvement to the property or the land under the terms of these Covenants or the Menville City Code must be completed within 4 years from the date that the closing occurs between

the declarant and the purchaser. Any sale or transfer of a Lot by the purchaser shall not reset the four year requirement to complete improvements upon the Lot.

**VIII. OPTIONS TO REPURCHASE**

- a) If a purchaser of a Lot fails to complete construction of a residential home within forty-eight (48) months from the date of the purchase of a Lot, Declarant is given and granted the option to repurchase the Lot at its original sales price, minus closing costs, legal fees, and documentation fees, unless Declarant extends, at its sole discretion, such periods in which to commence construction in writing, provided, however, that this option will not immediately extend to adjacent parcels owned by one Owner so long as construction is commenced upon one Parcel within the forty-eight (48) month period.
- b) Each purchaser of a Lot, when purchasing a Lot, gives and grants this option of repurchase to Declarant. The purpose of the repurchase option is to guarantee that the Property will be promptly developed for residential housing.

**IX. ENFORCEMENT OF COVENANTS**

- a) This Declaration shall be deemed to run with the land, and the Declarant or Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs if the Declarant or Owner prevails in any such action.
- b) LIQUIDATED DAMAGES. The damages for violation of any of the restrictions and covenants set forth in this instrument, being difficult to ascertain, shall be the liquidated damages as set forth in this paragraph as expressly agreed to by all purchasers of Lots. Such damages for the violation of any restriction or covenant contained in this instrument are hereby expressly set at Five Hundred Dollars (\$500) per violation; sum shall be paid by the violator to the Declarant. Said liquidated damages shall not be the sole remedy of the remaining Owners and Declarant, but shall be cumulative with, and the remaining Owners and Declarant shall retain, all other remedies, at law or in equity, and as set forth above, for purposes of enforcement

**X. MISCELLANEOUS PROVISION**

- a) Future Development: Declarant intends to plat the property in multiple subdivision filings, the first platting being “The Ridge, First Addition”. However, all persons, including Owners, are hereby advised that no representations or warranties have been

made or are made by Declarant or any other person, that the Property will be platted in whole or in part at any time.

- b) Notices: Any notices required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when hand-delivered or mailed postage paid to the last known address of the person who appears as such owner on the records of the Woodbury County Assessor.
- c) Severability: Invalidation of any one of these covenants by judgment of court or court order shall in no way affect any of the other provisions herein, which shall remain in full force and effect.
- d) Amendments: Notwithstanding anything herein to the contrary, the Declarant shall have the sole right, in its sole discretion, to amend this Declaration during any time in which Declarant owns any Lot. Thereafter, this Declaration shall only be amended by written consent of at least 3/4ths of the Lot Owners which consent shall be filed of record.

**IN WITNESS WHEREOF**, Western Iowa Telephone Incorporated, Declarant, has caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

WESTERN IOWA TELEPHONE ASSOCIATION

\_\_\_\_\_  
Heath Mallory, General Manager

STATE OF IOWA            )  
                                  SS:                    )  
COUNTY OF WOODBURY )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Heath Mallory, as General Manager of Western Iowa Telephone Association, an Iowa Corporation.

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Notary Public in and for the State of Iowa