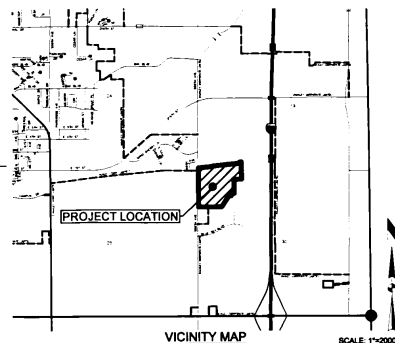


09-0786

Return to:
James L Bergkamp
Bergkamp Hemphill & McClure
218 s 9th St. PO Box 8
Adel, IA 50003



INDEX LEGEND
 SURVEYOR'S NAME
 TERRY COADY
 SNYDER & ASSOCIATES, INC.
 2727 SW SNYDER BOULEVARD
 ANKENY, IOWA 50023
 515-984-5025
 TCCOADY@SNYDER-ASSOCIATES.COM
 SERVICE PROVIDED FOR
 INTERSTATE LAND PROPERTIES, LLC
 SURVEY LOCATED
 OUTLOT "X" BLUE SKY COMMONS PLAT
 P1 NW 1/4 NW 1/4 SEC 30-82N-23W
 T12N R15W 14C 19-82N-23W
 REQUESTED BY
 INTERSTATE LAND PROPERTIES, LLC
 RETURN TO
 TERRY COADY
 SNYDER & ASSOCIATES, INC.
 2727 SW SNYDER BOULEVARD
 ANKENY, IOWA 50023

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Tony Candy 1-18-2011
Tony Candy, PLS Del
License Number 18643
My License Renewal Date is December 31, 2020
Pages or sheets covered by this seal:
Sheets 1-3

HUXLEY, IOWA

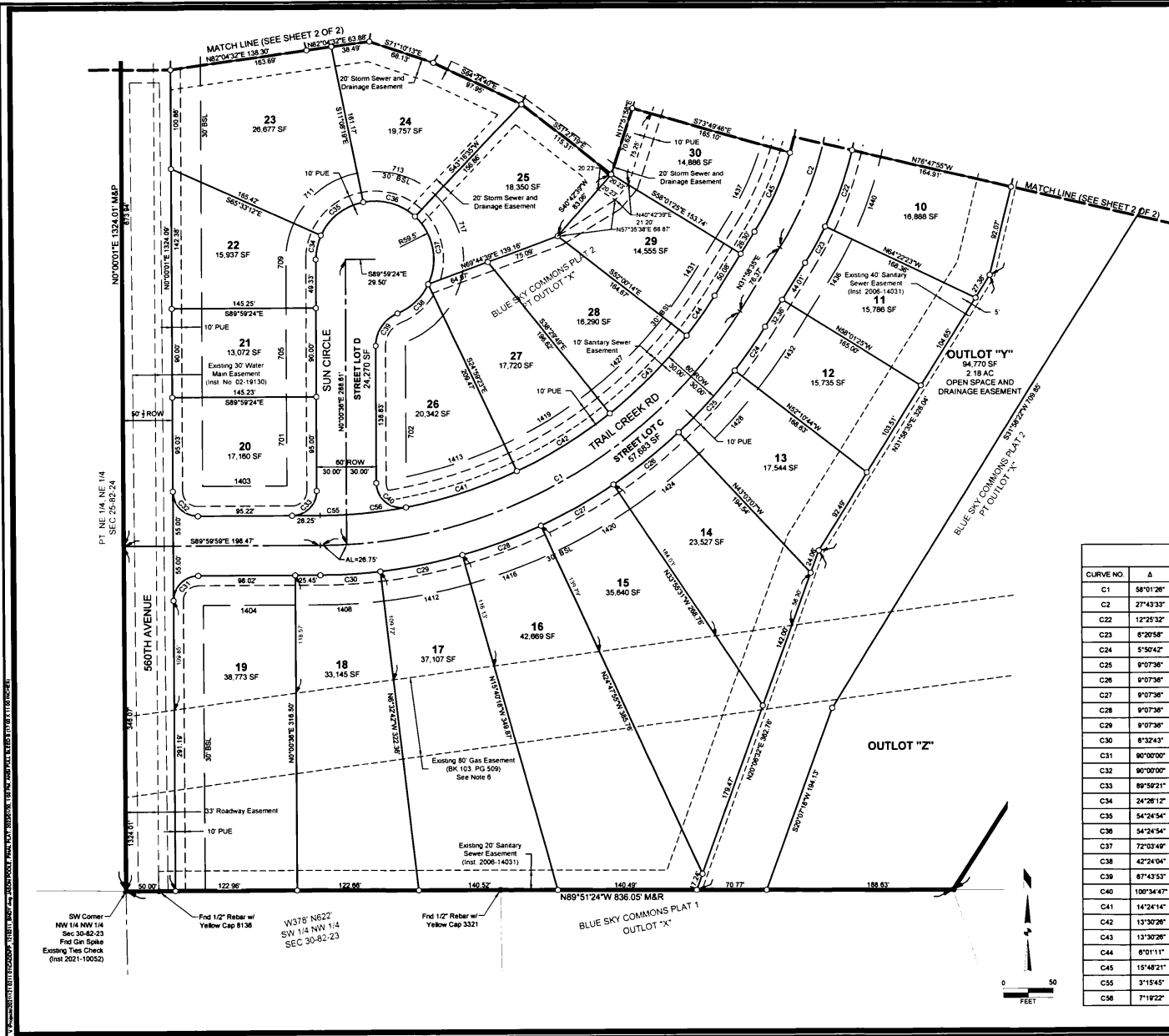
2727 S.W. BAYDER BLVD
ANKENY, IOWA 50023
15-984-2020 | www.anyder-associates.com

FINAL PLAT

SNYDER & ASSOCIATES, INC.



Project No:	121.0211.01
Sheet	1 of 3



CURVE TABLE					
CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	54°01'28"	500.00'	506.35'	277.25'	N62°59'18"E 484.99'
C2	27°43'33"	350.00'	189.37'	86.38'	N18°09'48"E 167.72'
C22	12°25'32"	380.00'	82.41'	41.37'	N19°24'51"E 82.25'
C23	6°20'58"	380.00'	42.11'	21.08'	N28°48'06"E 42.09'
C24	5°50'42"	530.00'	54.07'	27.08'	N34°53'55"E 54.04'
C25	9°07'36"	530.00'	84.42'	42.30'	N42°23'04"E 84.34'
C26	9°07'36"	530.00'	84.42'	42.30'	N51°30'41"E 84.34'
C27	9°07'36"	530.00'	84.42'	42.30'	N60°38'17"E 84.34'
C28	9°07'36"	530.00'	84.42'	42.30'	N69°45'53"E 84.34'
C29	9°07'36"	530.00'	84.42'	42.30'	N78°53'30"E 84.34'
C30	8°32'43"	530.00'	60.55'	30.31'	N88°43'39"E 60.51'
C31	90°00'00"	25.00'	39.27'	25.00'	N45°00'01"E 35.36'
C32	90°00'00"	25.00'	39.27'	25.00'	N44°59'59"W 35.36'
C33	89°59'21"	25.00'	39.27'	25.00'	S45°00'18"W 35.35'
C34	24°28'12"	59.50'	25.38'	12.88'	S121°34'25"W 25.18'
C35	54°24'54"	59.50'	56.51'	30.59'	S51°38'15"W 54.41'
C36	54°24'54"	59.50'	56.51'	30.59'	N73°55'52"W 54.41'
C37	72°03'49"	59.50'	74.84'	43.28'	N10°41'30"W 70.00'
C38	42°24'04"	59.50'	44.03'	23.08'	N48°32'27"E 43.03'
C39	67°43'53"	35.50'	41.97'	23.82'	N33°52'32"E 39.56'
C40	100°34'47"	25.00'	43.89'	30.10'	N50°16'48"W 38.48'
C41	14°24'14"	470.00'	118.10'	59.39'	S72°24'44"W 117.85'
C42	13°30'28"	470.00'	110.80'	55.98'	S86°15'24"W 110.54'
C43	13°30'28"	470.00'	110.80'	55.98'	S44°44'56"W 110.54'
C44	8°01'17"	470.00'	48.38'	24.71'	S34°59'10"W 48.38'
C45	15°48'21"	320.00'	66.28'	44.42'	S24°04'24"W 66.00'
C55	3°15'45"	470.00'	26.78'	13.38'	N88°22'09"E 26.78'
C56	7°19'22"	470.00'	60.07'	30.06'	N83°04'38"E 60.03'

BLUE SKY ESTATES PLAT 1

FINAL PLAT

SNYDER & ASSOCIATES

HUXLEY, IOWA

2773 W. SNYDER BLVD
ANNETT, IOWA 50003

915-884-2023 | www.snycor-associates.com

2

REVISED PER CITY COMMENTS

1-12-23

AMC

1

STREET NAMES AND ADDRESSES

12-07-22

AMC

AMC

REVISION

DATE

BY

Engineer: SNC

Check: TJC

Date: 5-12-2022

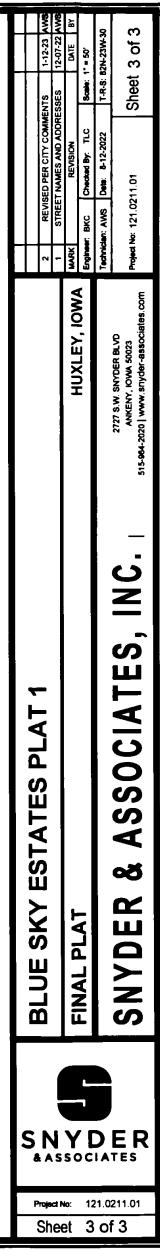
Scale: 1" = 50'

License: 14-03

EXP: 2/28/2025

Project No: 121.0211.01

Sheet 2 of 3



CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C3	13°51'33"	350.00	84.86	42.54	N83°04'15"E 84.86
C4	32°42'34"	350.00	260.79	136.79	S82°30'45"E 254.80
C5	40°22'40"	700.00	371.13	190.04	S78°21'18"E 368.80
C6	98°19'48"	25.00	42.03	27.93	N48°10'52"W 37.25
C7	73°31'47"	315.00	51.39	20.73	S79°54'22"W 41.37
C8	7°56'43"	365.00	43.60	28.74	S60°06'50"E 53.35
C9	14°02'32"	385.00	94.36	47.42	N85°53'20"W 94.12
C10	14°02'30"	385.00	84.35	47.41	N74°51'01"W 84.12
C11	6°39'48"	385.00	44.77	22.41	N64°29'52"W 44.75
C12	9°29'19"	665.00	5.87	2.84	N61°24'33"W 5.87
C13	0°55'30"	665.00	115.19	57.74	N68°37'02"W 115.05
C14	9°55'30"	665.00	115.19	57.74	N78°32'33"W 115.05
C15	9°55'37"	665.00	115.18	57.74	N68°28'00"W 115.04
C16	0°08'54"	665.00	1.34	0.87	S88°30'49"W 1.34
C17	1°38'40"	735.00	21.09	10.55	N89°16'42"E 21.09
C18	4°09'00"	735.00	53.24	26.83	S67°48'26"E 53.23
C19	4°09'00"	735.00	53.24	26.83	S63°40'28"E 53.23
C20	85°51'00"	25.00	37.48	23.85	N47°10'32"E 34.05
C21	8°57'03"	380.00	59.36	29.74	N63°34'54"E 59.30
C46	11°55'12"	320.00	66.57	33.41	S101°12'38"W 66.45
C47	85°50'55"	25.00	37.48	23.25	S36°40'28"E 34.05
C48	9°27'56"	735.00	121.42	60.85	S76°52'00"E 121.29
C49	7°02'43"	735.00	90.38	45.25	S68°36'10"E 90.32
C50	3°55'21"	735.00	50.32	25.17	S65°07'39"E 50.31
C51	20°04'22"	315.00	110.36	55.75	S71°12'09"E 109.78
C52	22°37'12"	315.00	124.36	63.00	N67°27'04"E 123.55
C53	9°23'12"	385.00	63.07	31.61	N80°50'04"E 63.05
C54	85°31'40"	25.00	37.32	23.12	N42°45'51"E 33.95

CONSENT TO PLAT

THE UNDERSIGNED, Second Van Houweling Property, LLC, as proprietor of the property legally described as **Outlot X, Blue Sky Commons Plat 2, Huxley, Story County, Iowa** and to be platted as **BLUE SKY ESTATES PLAT 1**, an Official Plat, to be included in and forming a part of the City of Huxley, Iowa, hereby state that the plat is prepared with its free consent and in accordance with its desire, pursuant to Iowa Code §354.11 and to the Subdivision Ordinance of the City of Huxley, Iowa.

Dated this 16th day of January, 2023

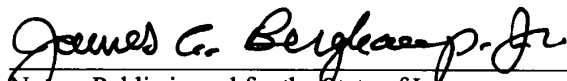
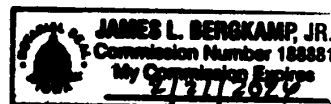
SECOND VAN HOUWELING PROPERTY, LLC



By: C.D. Van Houweling, II, President

STATE OF IOWA)
)ss:
COUNTY OF DALLAS)

This instrument was acknowledged before me on January 16th, 2023 by C.D. Van Houweling, II, as President of Second Van Houweling Property, LLC.


Notary Public in and for the State of Iowa

BERGKAMP & HEMPHILL & McClure, P.C.
ATTORNEYS

218 SOUTH NINTH STREET • POST OFFICE BOX 8
ADEL, IOWA 50003
WWW.ADELLAW.COM

JAMES L. BERGKAMP, JR.
MATTHEW J. HEMPHILL
KARA L. McCLURE*
*Certified Mediator

TELEPHONE: 515-993-1000
FACSIMILE: 515-993-3746

EMAIL: JAMIEBERGKAMP@ADELLAW.COM

January 11, 2023

***ATTORNEY'S TITLE OPINION PURSUANT TO
CHAPTER 354 OF THE CODE OF IOWA***

To Whom It May Concern:

In re: **BLUE SKY ESTATES PLAT 1**

Blue Sky Estates Plat 1 Subdivision, a subdivision of OUTLOT "X" OF BLUE SKY COMMONS PLAT 2, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF HUXLEY, STORY COUNTY, IOWA.

The undersigned attorney at law certifies as follows:

1. That the undersigned has examined the abstract of title to the Real Estate to be platted and known as **BLUE SKY ESTATES PLAT 1** Subdivision, now included in and forming a part of the city of Huxley, Story County, Iowa. Record fee title to said real estate is in the following proprietor:

Second Van Houweling Property, LLC

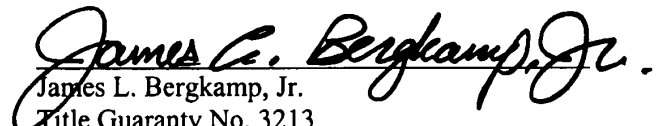
2. The real estate above described is free and clear of all liens and encumbrances except for customary and usual easements for utility purposes as well as zoning restrictions imposed by the Town/City of Huxley, Iowa.

3. All real estate taxes have been paid in full concerning the real estate described above. Furthermore, the real estate described above is free from certified taxes and certified special assessments to the date of the last continuation.

Dated this 11th day of January, 2023.

Respectfully submitted,

BERGKAMP & HEMPHILL, P.C.


James L. Bergkamp, Jr.
Title Guaranty No. 3213
218 South 9th St.
P.O. Box 8
Adel, IA 50003

CERTIFICATE OF COUNTY TREASURER

I, Ted Rasmusson, Treasurer of Story County, Iowa, on this 12th day of January 2023, state that the real estate embraced in the plat of **BLUE SKY ESTATES PLAT 1** Subdivision and legally described as:

Outlot X, Blue Sky Commons Plat 2, Huxley, Story County, Iowa

[To become Parcel No: 14-30-100-001 (Parcels paid: 14-30-100-110, 14-19-300-350, 14-30-100-215, 14-19-300-450, and 14-30-150-006)]

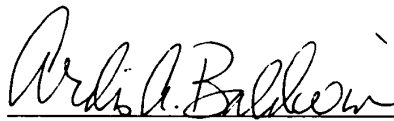
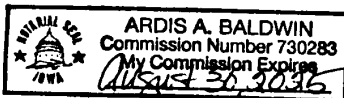
is free from certified taxes and certified special assessments.



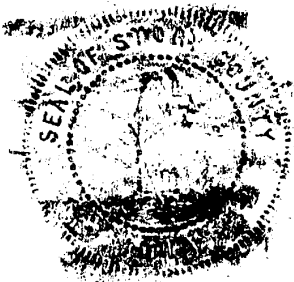
Ted Rasmusson
Story County Treasurer

STATE OF IOWA }
 }ss:
COUNTY OF STORY}

On this 12th day of January 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ted Rasmusson, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa





LUCY MARTIN
Story County Auditor
and
Commissioner of Elections

Approval of Subdivision Plat Name by Story County Auditor

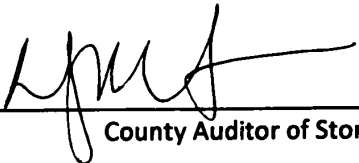
Date 01/31/2023

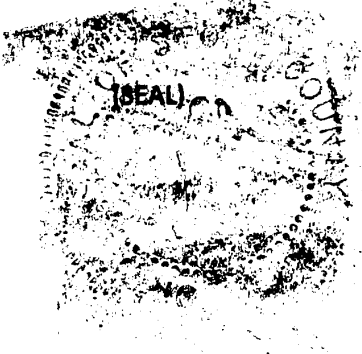
The Story County Auditor's Office has reviewed the final plat of:

Blue Sky Estates Plat 1

Pursuant to Iowa Code §354.6(2) and §354.11(5), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed


County Auditor of Story County, Iowa



Story County Administration, 900 Sixth Street, Nevada, Iowa 50201-2087
515-382-7210 Fax 515-382-7221
Assistant Auditor: Lisa M. Markley
Deputies: Kevin C. Norris • Rhonda S. Sykes
www.storycountyiowa.gov/auditor

RESOLUTION NO. 23-007
and
CERTIFICATE OF ENDORSEMENT

WHEREAS, a final plat was submitted to the City Council of Huxley, Iowa, at a meeting held on January 24, 2023, said plat being described as follows:

Outlot X, Blue Sky Commons Plat 2, Huxley, Story County, Iowa

WHEREAS, the developer, Second Van Houweling Property, LLC, has complied with all subdivision ordinances of the City and all requirements for the plat are completed.

NOW, THEREFORE, comes the City Council of Huxley, Story County, Iowa, and hereby approves said Subdivision and directs the City Clerk to release said plat for recordation in accordance with this City Council approval of the final plat.

The City Council further approves these resolutions as the Certificate of Endorsement of said plat and directs it to be affixed to a copy of the final plat and all necessary copies and hereby waives any requirement that the Certificate of Endorsement be "affixed to the original tracing of final plat."

Roll Call	Aye	Nay	Absent
Tracey Roberts	✓	—	—
David Kuhn	✓	—	—
Niko Pilcher	✓	—	—
Kevin Thompson	✓	—	—
Rory Echer	✓	—	—

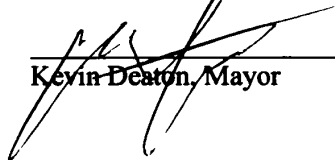
CERTIFICATE

I, Jolene Lettow, City Clerk for Huxley, Story County, Iowa, hereby certify that at a meeting of the City Council of Huxley, Story County, Iowa, held on January 24, 2023 among other proceedings, said plat was approved, and released for recordation.



Jolene Lettow, City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand on this 24th day of January, 2023.



Kevin Deaton, Mayor

ATTEST:


Jolene R. Lettow, City Clerk

**RESTRICTIVE COVENANTS AND REGULATIONS FOR
BLUE SKY ESTATES PLAT 1**

WHEREAS, the undersigned (the “Developer”) is the owner of Lots One (1) through Thirty-Six (36) (“Lot” or the “Lots”) contained in Blue Sky Estates Plat 1, Huxley, Story County, Iowa (the “Subdivision”); and

WHEREAS, all of the Lots will be developed and governed by 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 Developer hereby declares that Lots One (1) through Thirty-six (36), inclusive, in Blue Sky Estates Plat 1, Huxley, Story County, shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the real property and be binding on all parties having any rights, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. **Residential Lots.** All 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. **Homeowner’s Association.** All owners of Lots shall be members of Blue Sky Estates Home Owners Association, Inc. (the “Association”). The Association shall be governed by its Bylaws and other organizational documents that set forth the duties and obligations of such owners with respect to the ownership of Lots within the Subdivision. Notwithstanding anything to the contrary herein, the Developer shall maintain exclusive voting rights for the management and control of the Association and Subdivision unless and until the Developer no longer owns any Lots in the Subdivision or unless the Developer extinguishes its voting rights prior to such time. The Association shall have the right to enforce these covenants and restrictions. The Association shall have the right to impose dues or assessments, nonpayment of which may result in a lien being imposed on an owner’s Lot. By accepting a deed to any Lot, the owner agrees and consents to the authority of the Developer or Association to enforce the covenants and restrictions and impose dues and assessments and consents to the imposition of a lien upon his or her Lot for non-payment of dues or assessments. The Association may recover attorney fees in the enforcement of these covenants and restrictions and in collecting dues or assessments. The Association shall have the right to maintain common areas. The Association may erect and maintain monument signs. The initial annual association dues will be \$300.
3. **Square Footage Requirements – Lots 1-19.** The residences to be constructed or to be permitted to remain on Lots One (1) through Nineteen (19) shall meet the following requirements:
 - a. One (1) story residences shall have a ground floor finished area of not less than one thousand five hundred (1,500) square feet;

- b. One and one-half (1½) story residences or split-level residences shall have a total finished area on the ground floor and the second floor of not less than two thousand (2,000) square feet.
 - c. Two (2) story residences shall have a total finished area on the ground floor and the second floor of not less than two thousand (2,000) square feet.
 - d. The computation for the finished area shall not include porches, breezeways or garages, or covered/partially covered decks.
4. **Square Footage Requirements – Lots 20-36.** The residences to be constructed or to be permitted to remain on Lots Twenty (20) through Thirty-six (36) shall meet the following requirements:
- a. One (1) story residences shall have a ground floor finished area of not less than one thousand three hundred (1,300) square feet.
 - b. One and one-half (1½) story residences or split-level residences shall have a total finished area on the ground floor second floor of not less than one thousand seven hundred (1,700) square feet.
 - c. Two (2) story residences shall have a total finished area on the ground floor and the second floor of not less than one thousand seven hundred (1,700) square feet.
 - d. The computation of the finished area shall not include porches, breezeways or garages, or covered/partially-covered decks.
5. **Lot Subdivision.** No Lot shall be subdivided for the purpose of construction more than one (1) residence per Lot; however, parts of Lots may be conveyed to adjoining Lot owners for other permitted purpose.
6. **Construction and Improvement Approval.** 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, elevation, foundation and location of the same and any other reasonably requested information have been submitted to and approved in writing by the Developer or Association or by an Architectural Committee appointed by the Developer or Association. The primary guidelines for approval are that the plans and specifications reflect harmony of exterior design and location in relation to surrounding structures and drainage patterns in accordance with the storm water management plan.
7. **Restrictions.** The following restrictions shall also constitute covenants:
- a. **Mobile Homes.** There shall be no mobile homes place or erected on any Lot.
 - b. **Pre-Erected Dwellings.** No pre-erected dwelling shall be moved to any Lot.
 - c. **Garages.** All dwellings must have, at a minimum, a double attached garage. No detached garages are permitted.

- d. **Foundation Exposure.** 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. Exposed foundations must be painted to blend with exterior wall finishes.
- e. **Construction Completion.** Construction of a single family residence is expected to be completed within twelve (12) months of the closing on the purchase of any Lot. 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.
- f. **Homebuilder Requirements.** All homes must be built by a recognized homebuilder, defined as a homebuilder who completes at least three (3) homes per year, unless prior written approval is obtained from the Developer.
- g. **Grading.** All finished Lots and house grades shall conform to the Developer's grading plan which may be obtained from the Developer during construction.
- h. **Mailboxes.** All mailboxes shall be placed in accordance with the United States Postal Service regulations.
- i. **Window Wells.** Galvanized or corrugated metal window wells are not permitted.
- j. **Swimming Pools.** No above ground or non-permanent swimming pool shall be permitted on any Lot. Below ground pools are permitted with the prior written approval of the Developer or Association. Pool fencing shall comply with the fencing requirements of the Subdivision set forth in the Fence paragraph herein.
- k. **Temporary Structures, Sheds, Etc.** No building or structure of any 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. No tool or other sheds or utility buildings shall be placed on any Lot except as expressly permitted in these covenants. No playhouses shall be placed on any Lot unless the playhouse is part of a children's playset and such playhouses or any children's playset shall only be allowed in the rear yard only.
- l. **Sheds and Structures.** Lots shall not have sheds or other outside structures constructed or placed on the Lots. Notwithstanding the foregoing, one detached building no larger than twenty (20) feet by twenty-four (24) feet with a foundation constructed with the same materials as the house and approved in advance by the Developer or Association is permitted on Lots 1-19 and one detached building no larger than twelve (12) feet by fourteen (14) feet with a foundation constructed with the same materials as the house and approved in advance by the Developer or Association is permitted on Lots 20-36.

- m. **Campers, Boats, Etc.** No truck larger than three quarters ($\frac{3}{4}$) of a ton, camper, truck with a camper, recreational vehicle, or boat, shall be parked on a Lot or in the street within the Subdivision for a period of time exceeding forty-eight (48) consecutive hours or for more than seven (7) days in a calendar year.
- n. **Garbage Containers.** No garbage 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.
- o. **Antennas and Satellite Dishes.** 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 as long as they are not visible from the street. Satellite dishes 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 of 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.
- p. **Offensive Odors and Activities.** 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.
- q. **Animals.** 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. No more than three (3) pets may be kept on any Lot. No vicious or dangerous dogs or breeds may be kept on any Lot or within the Subdivision. Pit bulls are conclusively determined to be a dangerous breed. The Developer and Association, when the Developer no longer has voting authority, shall have the right to determine whether an animal is dangerous or vicious. Each Lot owner is responsible for the action of his or her pet.
- r. **Grass and Landscaping.** Following construction of the residential dwelling on any Lot, the yards shall be sodded, except for the portion of any Lot under trees, which portion may instead be seeded or kept in natural vegetation. In addition, the Lot owner shall expend a minimum of two thousand five hundred dollars (\$2,500.00) for landscaping. Landscaping shall include at least one (1) and one-half ($1\frac{1}{2}$) inch caliper tree. The Lot owner shall plant the necessary trees to comply with any City of Huxley, Iowa ordinance or streetscape plan. All trees shall be planted within twelve (12) months of the issuance of a certificate of occupancy by the City of Huxley, Iowa.
- s. **Roof Materials.** Roof materials should be slate, tile, cedar shakes, or composite shingles or of other material, such as steel or metal, approved in advance in writing by the Developer or the Association. 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. **Outdoor Lighting.** 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 fixtures 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. **Weeds, Debris and Erosion Control.** 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. **Fences.** Any fence on a Lot shall be no lower than four (4) and no higher than six (6) feet, shall be constructed of black ornamental powder coated steel or black aluminum approved in advance by the Developer or Association or wood with a shadow box or privacy design. Chain link fences are prohibited.
 - w. **Signage.** Once a dwelling is 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 wide 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 it 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.
8. **Storm Water Control.** Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Lot owner shall

be the sole responsible permittee for the Lot with respect to compliance with the terms, provisions and requirements of any NPDES Storm Water Permit No. 2 and any storm water pollution prevention plan that includes the Lot.

During the ownership of the Lot, the Lot owner shall protect, defend, indemnify and hold the Developer and other Lot owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and /or attorneys' and consultants' 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.

9. **Restrictions Run with Land.** 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.
10. **Attorney Fees.** In case of any of the covenants, any person then owning a Lot in said Subdivision or in the City of Huxley, Iowa, 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 and is entitled to attorneys' fees and costs related thereto.
11. **Invalidation.** 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.
12. **Amendment.** 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 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. Notwithstanding anything herein to the contrary, all voting rights and the right to amend these covenants shall remain exclusively with the Developer unless and until the Developer no longer owns any Lots in the Subdivision or unless the Developer extinguishes its voting rights prior to such time.
13. **Extension.** The provisions of this instrument and any amendments hereto may be extended for an additional period beyond the initial twenty-one (21) year period by the owners of fifty-one percent (51%) of the Lots within the Subdivision by filing a verified claim in the office of the Recorder of Story County, Iowa, within the initial twenty-one (21) year period. For the purposes of this Paragraph 13, each Lot shall be deemed to have one (1) owner, all as provided in the preceding paragraph. Notwithstanding anything herein to the contrary, all voting rights and the right to extend these covenants shall remain exclusively with the Developer unless and until the Developer no longer owns any Lots in the Subdivision or unless the Developer extinguishes its voting rights prior to such time.

14. **Addition and Removal.** The Developer shall have the right to subject additional land to the terms of this Declaration at any time without the consent of the Lot owners. The Developer shall have the right to remove any land from the terms of this Declaration at any time without the consent of the Lot owners.

Dated at Perry, Iowa, this 27th day of January, 2023.

Second Van Houweling Property, LLC

By: *C.D. Van Houweling*
C.D. Van Houweling, II, Manager

STATE OF IOWA, DALLAS COUNTY, SS:

This record was acknowledged before me on this 27th day of January, 2023, by C.D. Van Houweling, II as President of Second Van Houweling Property, LLC.

James L. Bergkamp, Jr.
Notary Public in and for the State of Iowa
My commission expires 2-21-2024

