

**DECLARATION OF RESIDENTIAL
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOTS 1 THROUGH 28 CHESTERFIELD ESTATES PLAT 2
AN OFFICIAL PLAT, JOHNSTON, POLK COUNTY IOWA**

This Declaration is made on this th day of , 2021, by the Declarant, Chesterfield Estates LLC, an Iowa Limited Liability Company.

WHEREAS, Declarant is the Owner of certain real property located in the City of Johnston, the County of Polk, in the State of Iowa, which is legally described as:

Chesterfield Estates Plat 2, Recorded Final Plat
Lots 1-28 INCLUSIVE IN CHESTERFIELD ESTATES PLAT 2, AN OFFICIAL PLAT, JOHNSTON,
POLK COUNTY, IOWA

WHEREAS, said property is referred to herein as the “Chesterfield Estates Plat 2 Single Family Property”; and

WHEREAS, Declarant is desirous of protecting the value and desirability of the Chesterfield Estates Plat 2 Single Family Property.

NOW, THEREFORE, Declarant hereby declares that the Chesterfield Estates Plat 2 Single Family Property shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Chesterfield Estates Plat 2 Single Family Property and which shall run with the land and shall be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- A. “Chesterfield Estates Plat 2 Single Family Property” shall mean and refer to the property described in Exhibit A hereto.
- B. “Declarant” shall mean and refer to Chesterfield Estates LLC.
- C. “Lot” shall mean and refer to each and any individual parcel of land within Chesterfield Estates Plat 2.
- D. “Owner” shall mean and refer to the owner of record (whether one or more persons or entities) of the legal or equitable title to any Lot.

- E. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

II. RESIDENTIAL USE

All Lots in the Chesterfield Estates Plat 2 Single Family Property shall be residential lots and shall not be improved, used, or occupied for other than private residential purposes. No business activity whether it be full or part time (other than home offices) 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 provisions of the zoning ordinance of the City of Johnston Chesterfield Estates Plat 2 Single Family Property. Home Offices cannot generate any significant traffic and have no signage. It must appear to be just a single-family residence.

III. RESIDENTIAL

ALL PLANS MUST BE SUBMITTED TO DECLARANT FOR APPROVAL PRIOR TO CONSTRUCTION.

Except as specified herein, no building or other structure shall be constructed, altered, or maintained on any Lot, other than one single family dwelling with an attached private garage, and such other structures customarily incidental and subordinate to a single family home, unless prohibited or otherwise regulated by these Covenants. Notwithstanding the foregoing, the Declarant and any home builder who purchases a Lot from the Declarant for the purpose of building a home to be sold to its first occupant, may use a home constructed on any Lot for a sales and display office or as a model home, for marketing of its firm, this home, Lots within the Plat, or the sale of other existing or built to suit homes, and may have agents and employees located in such sales office or model home.

No factory manufactured, prefabricated, or modular housing shall be permitted. No home may be moved onto lot from previous location outside the development.

No dwelling shall be constructed on any Lots unless the design and location is in reasonable harmony with existing structures and unless it meets the following minimum square feet of living area requirements.

- A. One-story dwellings shall have a finished floor above grade as follows:

- Lots 1-7 minimum 1900 sq. ft.

- Lots 8-28 minimum 2000 sq ft.

- B. One and one-half story dwellings shall have a finished floor area above grade as follows:

- Lots 1-7 minimum 2200 sq ft.

- Lots 8-28 minimum 2400 sq. ft.

- C. Two-story dwellings, including buildings commonly referred to as split-level, shall have a finished floor area above grad as follows:
Lots 1-7 minimum 2600 sq ft.
Lots 8-28 minimum 2700 sq. ft.
- D. In computing total finished area, zero percent (0%) of a finished basement area shall be included in the total finished area requirements.
- E. In the computation of floor area, the same shall not include any porches, breezeways, decks or attached or built-in garages.
- F. No dwelling structure of any kind may be moved onto any Lot. All exterior painted portions of new dwellings constructed on any lot shall be harmonious with development.
- G. Roof material shall be slate, tile, medium to thick butt wood shingles or asphalt shingles. Metal roof accents are allowed.
- H. Exterior must consist of hardboard siding, concrete based siding (James Hardie), stone, brick, or stucco. Vinyl or steel siding is prohibited.
- I. In no event shall any exterior foundation on front elevation be exposed more than twelve (12) inches above finish grade which is not faced with either brick or stone unless topographic conditions leave no other alternative. In this event, the foundation must be painted to match exterior of structure. All exposed foundation shall be painted to match body of home.
- J. All buildings, structures or improvements of any kind must be completed within eighteen (18) months of the commencement date of construction.
- K. Above ground swimming pools or non-permanent swimming pools are prohibited, with the exception, of temporary summertime wading pools for the use of children under the age of 5 which shall be permitted. In ground pools are allowed
- L. No decks can be built on front or sides of home.
- M. Recreational Courts – No tennis, pickle ball etc. courts are allowed on any lot. Basketball hoops can be located along the upper 2/3 of driveway mounted in concrete in front of house. No basketball hoops allowed in rear of house.
- N. Ramps – No skateboard ramps or bicycle ramps allowed that cannot be disassembled each day and removed.

- O. Security Lighting and/or Landscape Lighting – Security lighting for driveways, parking and other areas shall be designed, located and directed in a fashion which will avoid direct lighting onto adjoining Lots.

IV. GARAGES, DRIVEWAYS AND SIDEWALKS

All dwellings shall have a minimum of three-car attached garage. GARAGE SHALL BE LOCATED ON THE SIDE OF THE LOT WITH HIGHER ELEVATION UNLESS APPROVED IN WRITING BY DECLARANT. All dwellings shall have a Portland cement concrete driveway not less than 16 feet in width and running from the City street to the garage.

No detached garages are allowed

All sidewalks, parking and driveway areas shall be constructed by the Lot Owners in conjunction with the building of a house, shall be hard surfaced using a suitable thickness Portland cement, and in accordance with the Johnston city code.

No driveway or sidewalk is responsibility of declarant.

V. TEMPORARY AND OTHER STRUCTURES: CERTAIN USES

No temporary building or structure shall be built or maintained on any Lot without the express written consent of Declarant. No camper, motor home, boat, trailer, tent, shack, garage, unfinished dwelling basement, or outbuilding shall be used at any time as a dwelling. No truck with a gross vehicle weight greater than forty-five hundred pounds and no camper, motor home, boat, jet ski, snowmobile, trailer, mechanical equipment or similar property may be parked or maintained on any Lot (except inside a garage) or on the public street adjacent to any Lot, other than on a temporary basis; provided that this restrictions shall not apply to what are customarily considered sport utility vehicles, passenger vans, or “conversion vans” or to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of twenty-one (21) days per year and no more than 5 days in a row. At no time shall an automobile, motorcycle, truck, camper, motor home, other vehicle, boat, jet ski, snowmobile, trailer, mechanical equipment or similar property be disassembled repaired or serviced on any Lot, except inside a garage or dwelling. No automobile, motorcycle, truck, camper, motor home, other vehicle, boat, jet ski, snowmobile, trailer, mechanical equipment, or similar property may be at any time parked or maintained on the yard of any Lot.

VI. FENCES

All fences must be constructed of black ornamental and must be approved by the Declarant and the City of Johnston. No chain link, wood, and PVC fences are permitted. Fences or hedges shall be permitted on the backside of the house and garage and must cover a minimum of 4000 sq ft of yard. Fences shall not exceed six (6) feet in height. No fence or hedge should obstruct water flow. All fences shall be kept in good repair and attractive appearance.

VII. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Official Plat of Chesterfield Estates Plat 2. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep and preserve that portion of the easement area within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within said easement areas (except customary and traditional ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easement areas. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant preserve and maintain any berm and/or swale constructed for drainage purposes to accomplish the purposes for which it was created. Lot owners are responsible for tile draining in rear yard and any upkeep or repairs.

Lot 8 has an ingress, egress easement in the rear portion of lot.

VIII. NUISANCES

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become what a reasonable person would consider to be a genuine annoyance or a genuine nuisance, either temporarily or permanently.

IX. SIGNS

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 of Johnston, or other government entities or marketing signs by the Declarant (ii) a customary and traditional sign (one per Lot) advertising a Lot or dwelling for sale, not exceeding 1296 square inches except by Declarant. In any event, all signs must comply with any ordinances that may be enacted by the City of Johnston. In the event that any signs other than those described about shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove said signs.

X. TRASH RECEPTACLES

No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling or garage. However, trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or outbuilding, but no earlier than eighteen (18) hours prior to a

scheduled pick up of such trash. Such trash containers must be returned to inside a dwelling, garage within twelve (12) hours following said scheduled pick up of such trash.

XI. UTILITIES

All utilities, including trunk and service lines for telephone, electricity shall be constructed and maintained underground except for the portion which utility companies customarily require to be above ground in the immediate proximity of any exterior utility meter.

XII. ANTENNAS AND SOLAR PANELS

No exterior towers or antennas of any kind shall be constructed, modified, or permitted on any Lot, except as herein specifically permitted. Television or radio antennas must be located inside the attic not on outside structure or yard.

A satellite dish (or similar structure) with a diameter of less than nineteen inches (19") shall be permitted to be placed elsewhere on a Lot, but only if it is totally hidden from view by a customary and traditional screen of suitable height (or otherwise totally hidden from view) from all other areas within the Chesterfield Estates Plat 2 Single Family Property.

No solar panel or any part of a solar panel system shall be placed temporarily or permanently on the ground, in yard, on any fence or on any portion of the roof that is visible from the street. In addition, applications for solar panel systems are subject to the unilateral approval (or denial) of the Declarant.

XIII. MAINTENANCE

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the Lot free of trash, weeds, and debris and to keep the lawn and landscaping well maintained and healthy. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fence, screening, and all other improvements. Owner of lot that has not been built on shall be responsible for mowing and weed control.

XIV. CERTAIN ANIMALS PROHIBITED

No animals, livestock or poultry, pigs or snakes of any kind shall be raised, bred or kept on any Lot except 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 dogs and/or cats be kept at any one Lot at any one time. Dogs must be kept in the dwelling. No dog runs are permitted.

XV. ACCESSORY STRUCTURES-OUTBUILDINGS

No utility building, tool shed, storage shed, lean-to or other similar structure shall be permitted; provided, however, that an exterior child’s playhouse may be permitted if the floor area does not exceed sixty-four (64) square feet and if the exterior and the roof are constructed of the same material and have the same color and appearance as the residential dwelling on the same Lot and it is constructed in an attractive and workmanlike manner. The structure shall be at least twenty (20) feet away from any Lot line but in no event shall it be located within any required yard setback area.

Pool houses are allowed and must be built matching the exterior of the home using the same materials and have the same color and appearance as the residential dwelling on the same Lot and it is constructed in an attractive and workmanlike manner. Must be in rear of main house and must meet City codes and within any required yard setback or easement areas. Pool houses will need to be approved by Declarant prior to construction. Pool house may not be used as a separate living or sleeping quarters.

XVI. MEASUREMENT OF SETBACKS.

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) shall be constructed or maintained within the required minimum setback area. The definition of the terms “front yard”, “side yard”, “building”, “structure” 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.

XVII. SURFACE WATER

The topography of Chesterfield Estates Plat 2 Single Family Property is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to and benefited by such easements as may exist for the flowage of surface water under the law of the State of Iowa, as may be in effect from time to time; and all owners shall have such rights and obligations with respect thereto as may be provided by such law. Declarant not responsible for water issues arising from improper grading after final plat approval. Lots with drain tiles in rear yard shall be the responsibility of homeowners to keep in good working order and maintained.

XVIII. Gardens

Fruit and Vegetable gardens are permitted, as long as, they are directly behind the house not to exceed 50' behind house and not allowed to be within 20' of property line. Total garden area cannot exceed 200 sq. ft. Fencing around garden area is prohibited.

XIX. SOD

All portions of a Lot not occupied by structures, walkways, driveways, or landscaping shall be sodded. The sod shall be installed prior to occupancy of the house unless weather conditions make this requirement impossible to meet. No seeding is allowed except by Declarant.

XX. TREES AND LANDSCAPING

A minimum of two (2) trees shall be required to be installed on each Lot. The trees shall have a minimum of 2" trunk diameter measured two (2) feet vertically from the ground level. This tree requirement shall be the responsibility of the initial and subsequent homeowners on Lots and not the responsibility of Chesterfield Estates LLC. (the declarant) No trees or shrubs can be planted in detention pond areas.

Front yard will also include a minimum of eight shrubs, bushes or decorative trees with mulch or stone. This must be completed at the time of construction and prior to move in.

XXI. MAILBOXES

Neighborhood mailbox cluster units shall be installed by the Declarant according to United States Postal Service regulations. The Owner and/or occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

XXII. ENFORCEMENT OF COVENANTS

A. Legal Action.

These Covenants, Conditions and Restrictions shall be deemed to run with the land to which they apply and all improvements thereon. Chesterfield Estates LLC or the Owner of any Lot or portion thereof to which these Covenants, Conditions and Restrictions apply may bring an action in any court of competent jurisdiction to enforce these Covenants, Conditions and Restrictions and enjoin their violation, mandate their compliance or to recover damages for the breach thereof or for any other remedy or combination of remedies recognized at law or in equity.

B. Delays in Enforcement.

No delay or omission on the part of Chesterfield Estates LLC, or any Owner of land to which this Declaration of Covenant, Conditions and Restrictions apply in exercising any rights, power or remedy herein allowed shall be construed as a waiver of acquiescence therein.

No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against Chesterfield Estates LLC or any officer, employee or agent thereof on account of any action or inaction under this Declaration.

C. Conflict with Governmental Regulations.

The Property subject to this Declaration shall also be subject to any and applicable regulations of the City of Johnston, Iowa, and any other governmental entities having jurisdiction including, but not limited to, zoning ordinances, subdivision ordinances, life safety and building codes as well as other such regulations. Whenever there is a conflict between the provisions of this Declaration of Covenants, Conditions and Restrictions and the ordinances, statutes or regulations of the City, County, State, or other applicable governmental entity having jurisdiction over the Property, that provision or requirement which is the most restrictive shall be binding unless otherwise prohibited or preempted by law.

XXIII. TERM OF COVENANTS; SEVERABILITY.

A. Duration

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 21 years in accordance with Iowa Code Section 614.24 and may be extended as permitted by state law. Chesterfield Estates LLC is hereby designated to be a continuing attorney in fact vested with authority to file an extension of these Covenants, Conditions and Restrictions with the Dallas County Recorder.

B. Severability

In the event that any one or more of the terms or conditions of this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining Covenants, Conditions or Restrictions not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.

C. Reasonable Period of Enforcement

If any of the terms of this Declaration shall be held by a court of competent jurisdiction to be void or unenforceable by reason of the period of time herein stated for which the Declaration may be effective or amount of any penalty imposed, such terms or penalty shall be reduced to a reasonable period of time or amount which shall not violate the rule against perpetuities as set forth in the laws of the State of Iowa or other applicable law, all as determined by the court.

D. Amendments

So long as Chesterfield Estates LLC owns any Lot or Lots within the Property, including an interest as a contract vendor, it shall have the absolute right to make any amendments to this Declaration without consent of any other Owner. Any titleholder or mortgage holder takes its interest in Lots subject to Chesterfield Estates LLC rights herein stated.

After twelve (12) months following the date, on which the Declarant has sold all the Lots, the owners of each lot may seek an exception by following the rules set forth below.

Request amendment or modification to all Lot Owners and receive approval of the Owners. Said approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owners of each Lot (or the joint owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned.

XXIV. EROSION CONTROL

- A. The owner and/or person in possession of each Lot, whether vacant or improved, their agents, assigns, heirs, and/or building contractors shall take all necessary precautions to prevent, stabilize, and/or control erosion on their Lot and the Property, to prevent sediment migration and soil erosion from extending beyond the boundaries of their Lot and the Property, and, in the event it occurs, to promptly clean up all eroded sediment and to restore all affected areas to their original condition.
- B. The owner and/or person in possession of each Lot, whether vacant or improved, shall at closing of any sale or conveyance of a Lot execute an agreement complying with all applicable Federal, State and local erosion control regulations, laws and ordinances and permits which pertain to the Property including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No.2 ("the Permit")
- C. If Chesterfield Estates LLC or any Lot or Lot Owner is cited for an alleged violation of any erosion control regulations, laws or ordinance provision, which occurs after closing of any sale or conveyance of a Lot by any jurisdictional authority for a condition on or from the Property, the Owner shall indemnify and hold Chesterfield Estates LLC harmless from any

and all claims, damages, fines, attorney fees, assessments, levies and/or costs incurred by Chesterfield Estates LLC related to the citation.

XXV. Topsoil

All purchasers of lots will be responsible to supply any topsoil needed to use in building process. Chesterfield Estates LLC will not provide any topsoil

XXVI. Owners Association

Chesterfield Estates Owner’s Association (“Association”) has been established to take care of detention ponds maintenance as per Stormwater Management Facilities Maintenance Agreement as is required by the City. Detention pond perimeter will be seeded by Developer. Chesterfield Estates. Chesterfield Estates Plat 2 Owners Association will be responsible to maintain the actual inlet and outflow structure. Day to day yard maintenance such as mowing and fertilizing is the responsibility of the lot owners of Lot 17 and 19.

Ownership of a Lot shall constitute membership in the Association. Each Lot is entitled to one (1) vote in the Association. Chesterfield Estates LLC is entitled to all votes in the Association and shall control the Association until it no longer owns any interest in any Lot within Chesterfield Estates Plats 2.

Chesterfield Estates LLC may add additional contiguous property to the Association.

The Association shall bill the cost of maintenance to the Owners of all Lots. Such bills are to be paid within 30 days. The Association shall have a lien for unpaid amounts and any unbilled charges against all Lots until paid.

Chesterfield Estates LLC

By _____
Willis Van Zee, Manager

STATE OF IOWA)
COUNTY OF POLK)

On this __this day of _____, 2021, before me, personally appeared Willis Van Zee, Manager of Chesterfield Estates LLC, an Iowa Limited Liability Company

Notary Public in and for the State of Iowa

