

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
COUNTRY VIEW ESTATES
Recorder's Cover Sheet**

Preparer Information:

Joseph F. Starcevic, Attorney at Law, 13 South Clinton, PO Box 576, Albia, IA 52531
(641) 932-7802

Taxpayer Information:

Albia Community Betterment Corporation, c/o Daniel D. Stocker, First Iowa State Bank, 19
Benton Ave. East, Albia, IA 52531

Return Address:

Joseph F. Starcevic, Attorney at Law, 13 South Clinton, PO Box 576, Albia, IA 52531

Grantors:

Albia Community Betterment Corporation
Jenric Properties, LLC

Grantees:

Country View Estates Homeowners Association

Legal Description: See Page 2

Document or instrument number if applicable:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
COUNTRY VIEW ESTATES**

This Declaration is made as of January 5, 2011, by Albia Community Betterment Corporation, an Iowa corporation ("ACBC").

WHEREAS, ACBC as the owner of certain real property located in Monroe County, Iowa, and described as Lots 1 through 23 inclusive of Country View Estates – Plat 1, except only those portions owned by Jenric Properties, LLC, as set forth in the Joinder Agreement attached hereto, has adopted and hereby causes to be recorded this Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, it is hereby published and declared that all of the Property (as herein defined) shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, uses, limitations, and obligations, all of which are for the purpose of protecting the value and desirability of the property and all of which shall run with the land and shall be a burden and benefit to, and shall be binding upon, ACBC, its successors and assigns, and all persons or entities presently owning or hereafter acquiring or owning any right, title and interest in any part of the Property.

I. DEFINITIONS.

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

- A. **Property** – shall mean and refer to the real estate described as Lots 1 through 23, inclusive, of Country View Estates – Plat 1, in the City of Albia, Monroe County, Iowa, and also any other real estate annexed and subjected to this Declaration pursuant to Section XXV below.
- B. **Lot** – shall mean and refer to each parcel of land which is included in the Property and is shown as a numbered Lot upon the recorded Plat of Country View Estates – Plat 1, or upon the recorded Plat for any other real estate annexed and subjected to this Declaration pursuant to Section XXV below.
- C. **Owner** – shall mean and refer to the record owner, whether one or more persons or entities, of the equitable title to any Lot which is a part of the Property.
- D. **Dwelling** – shall mean and refer to any single family residence, or two-family residence on those Lots where same are permitted pursuant to this Declaration, placed upon the Property.
- E. **Board** – shall mean the Board of Directors of the Country View Estates Homeowners Association, which shall be incorporated as an Iowa non-profit corporation.

II. DESIGNATION OF USE; MINIMUM SIZE

Each Lot (with the exception of Lot B which is reserved for streets and Lots 4, 5 and 6) shall be limited to single family residential use.

Lots 4, 5 and 6 shall be limited to either single family residential use, or two family residential use (defined as two single-family residences constructed as a single building).

No Dwelling shall be constructed or permitted to remain upon any Lot unless the main floor of the dwelling has a finished floor area of not less than 1,500 square feet. In the computation of the total finished floor area of a Dwelling, only the area above the final exterior grade shall be used in the computation and such area shall not include basements, porches, breezeways or garages.

No Dwelling shall be constructed with more than 2 stories or floors above ground level.

III. BASEMENTS

Each single-family Dwelling shall have a full basement constructed of poured concrete.

Each two-family Dwelling constructed on Lots 4, 5 and 6 shall have either a basement constructed of poured concrete, a slab constructed of poured concrete, or a foundation constructed of poured concrete and a crawl space.

IV. GARAGES; DRIVEWAYS

Each single-family Dwelling shall have an attached garage designed to accommodate at least 2 vehicles.

Each single-family residence contained within a two-family Dwelling constructed on Lots 4, 5 and 6 shall have an attached garage designed to accommodate at least 1 vehicle.

Each garage shall be connected by a driveway to a street adjacent to the Lot. Such driveway must be of sufficient area to park at least four cars entirely off the adjacent street. All driveways shall be constructed of concrete or asphalt.

V. WALLS, FENCES AND HEDGES

No walls shall be permitted. Fences and hedges shall not be permitted except as follows:

- A. Fences or hedges not exceeding 6 feet in height measured vertically from ground level shall be permitted only along rear property lines or side property lines, shall not be constructed or planted in areas subject to an easement, and shall not extend further toward the front of the Lot than the back of the Dwelling.

- B. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including a chain link fence around a dog run or kennel, shall be permitted unless it is a black or green vinyl clad fence. All fences shall be kept in good repair and attractive appearance. All hedges shall be kept well trimmed and in attractive appearance.

VI. TREES; MAINTENANCE

A minimum of 2 trees shall be planted on each Lot. Each tree shall have a minimum trunk diameter of 2 inches measured 2 feet vertically from ground level. This requirement shall be the responsibility of the initial and subsequent Owners and shall not be the responsibility of ACBC or any builder.

The Owner or person in possession of any Lot, whether vacant or improved, shall keep the Lot free of trash, litter and debris and shall keep the Lot attractively mowed so that the grass or weeds do not exceed six (6) inches in height.

The Owner of each Lot, whether vacant or improved, shall see that all necessary precautions are taken 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, in the event it occurs, to promptly clean up all eroded sediment and to restore all affected areas to their original condition.

VII. SETBACKS

All construction upon Lots shall comply with all applicable setback requirements of the City of Albia.

VIII. SIDEWALKS

Sidewalks shall be installed in accordance with applicable requirements of the City of Albia.

IX. DWELLINGS TO FACE STREET

Each Dwelling shall be constructed with its front facing and parallel to the street. Dwellings constructed on corner Lots may face and be parallel to either of the streets which intersect at the corner.

X. CONSTRUCTION TIMEFRAME REQUIREMENTS

Dwelling construction on each Lot must commence within 6 months, and must be completed within 12 months, from the date the Lot is purchased.

XI. UTILITIES

All utility connection facilities, including without limitation trunk and service lines for telephone, electricity and cable television, shall be constructed and maintained underground except only that portion which utility companies customarily require to be above ground in the immediate proximity of any exterior utility meter. All costs for utilities connections and installations to each Dwelling shall be borne by the Lot Owner(s). Gas connections shall be to utility-provided gas only, and no propane tank shall be placed on any Lot except only small tanks mounted on barbeque grills.

XII. SODDING OR SEEDING

All portions of a Lot not occupied by structures, walkways, driveways, parking or landscaping shall be sodded or seeded within 45 days after substantial completion of the Dwelling upon the Lot, unless weather conditions make this requirement impossible to satisfy in which case it shall be satisfied as soon as weather conditions allow.

XIII. GARBAGE CANS AND EQUIPMENT

Items such as garbage cans, clotheslines, lawn or garden equipment, building materials and other similar items shall be placed out of public view. Firewood shall not be stored on the front side of a house. Any repair of motorcycles, automobiles, campers, vehicles, boats or other portable devices shall be done only inside a garage.

XIV. BOATS, TRAILERS AND RECREATIONAL VEHICLES

No trailer, boat, personal watercraft, camper, motor home or other recreational vehicle shall be kept upon any Lot other than wholly enclosed within a building or parked on the driveway or street, and no such item shall be parked on any driveway or street for more than a cumulative total of 7 days in any calendar year. No inoperative motor vehicle shall be maintained or parked anywhere other than inside a garage.

XV. TEMPORARY STRUCTURES; MOVABLE STRUCTURES; MOBILE HOMES

There shall be no occupancy of temporary structures or partially completed structures. No home or other building shall be moved onto any Lot other than 1 small storage shed per Lot, and then only behind the back of the Dwelling. Sheds shall be subject to the prior approval of each shed's size, appearance and location by the Architectural Committee. No mobile homes shall be permitted at any time.

XVI. ARCHITECTURAL CHARACTER

The Board shall appoint an Architectural Committee.

Complete, accurate and detailed plans for every Dwelling and other structure proposed to be constructed, and for every shed proposed to be brought onto a Lot, must be submitted for approval by the Architectural Committee in its sole discretion. Such approval shall be obtained before construction is begun or a shed is placed upon a Lot. Such detailed plans shall include, without limitation, drawings of the Lot showing proposed location of the Dwelling or other structure or shed, size, style, color, building materials, and distances from lot lines, driveway and sidewalks, in addition to and any other matters specified by the Architectural Committee in its sole discretion.

The architectural character (including without limitation style, color and building materials) of all Dwellings, other structures, landscaping, plantings, lawn ornaments and other items placed in yards shall be in harmony with, and compatible with, other structures located on the property as well as the neighboring area and environment, each as determined by the Architectural Committee in its sole discretion.

Roof materials shall be high quality slate, tile, thick wood shingles or asphalt shingles. No metal roofs shall be allowed.

XVII. SWIMMING POOLS

Swimming pools, whether in ground, above ground, or non-permanent are permitted only in the back of each Lot behind the back of the Dwelling, with the exception of temporary wading pools for the use of children under age 5 years which shall be permitted during summer months.

XVIII. SATELLITE DISH; TOWERS

A satellite earth station antenna or parabolic device used to receive television or telecommunication signals from satellites ("satellite dish") shall be permitted only if it meets the following requirements:

- (i) The satellite dish shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed;
- (ii) The satellite dish shall not exceed one meter in diameter;
- (iii) Each satellite dish shall be located on the back side or back roof of the Dwelling, or behind the back of the Dwelling at a height not exceeding 6 feet measured vertically from ground level.
- (iv) In no event, however, shall these restrictions on satellite dishes conflict with the Telecommunications Act of 1996, as amended, or other applicable federal act as well as any federal rules or regulations promulgated pursuant thereto. If there is a conflict between federal law, rule or regulation and the terms of this section, the terms of the federal law, rule or regulation shall control.

No outdoor television antenna, radio or communication tower, mast or pole of any kind shall be constructed or maintained outside of a Dwelling on any Lot, except a satellite dish compliant with the preceding provisions of this section, an antenna attached to such a satellite dish and extending no higher than 6 inches above the satellite dish, or a separate antenna in the back of a Lot behind the rear line of the house and not over 8 feet above the highest part of the Dwelling's roof. All other such antennae shall be constructed in the interior attic of the Dwelling.

XIX. NOXIOUS ACTIVITIES; ANIMALS

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.

No livestock (including without limitation pigs, cattle, sheep, goats, horses, mules and burros, regardless of type or size), poultry or other animals of any kind shall be raised, bred or kept on an Lot or within any house or structure on a Lot, except that domestic dogs and cats and other commonly accepted small domestic pets may be kept, provided they are not kept, bred or maintained for commercial purposes or for sale and provided they do not present any health or safety hazard or cause any offensive activity, sound, noise or odor.

In no event, however, shall any pet other than a dog be allowed outside, and in no event shall more than two (2) dogs be kept on any Lot. Dogs when outside shall be kept behind the back of the Dwelling on a leash, fenced or in a dog run at all times.

XX. DOG RUNS AND DOG HOUSES

Dog runs shall not be permitted unless they extend toward the rear of the Lot from that portion of the Dwelling or garage which is closest to the rear Lot line. Any dog house shall have the same external appearance, color and roof material as the Dwelling situated on the Lot, or shall otherwise be submitted to and subject to approval by the Architectural Committee in its sole discretion as being in harmony with the Dwelling, and shall be constructed and maintained in an attractive and workmanlike manner. A dog house shall not exceed 20 square feet in area, and shall not be located closer than 20 feet from any Lot line.

XXI. SIGNS

No signs of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (1) street markers, traffic signs, and similar signs displayed by or pursuant to the requirements of the City of Albia or approved by the Board; (2) signs advertising a Dwelling for sale or designating model homes available for viewing; and (3) signs promoting the development of the subdivision as determined by ACBC in its sole discretion.

XXII. EASEMENTS

Easements are reserved as shown on the recorded plat. The Owner of a Lot shall, at the Owner's expense, keep and preserve that portion of any such easements within the Lot in good repair and condition at all times. The Owner shall not construct or install any Dwelling or other structure, nor permit any use, which might interfere in any way with the dedicated and intended purpose of the easements. Any contemplated private easement must be first approved in writing by the Board in its sole discretion, and any purported private easement recorded without being accompanied by such written approval shall be void.

XXIII. ENFORCEMENT OF COVENANTS

All questions of the interpretation, application, compliance with or noncompliance with this Declaration shall be decided by the Board in its sole discretion, which may order any compliance to be achieved or noncompliance to be corrected and the timeframe for completion of same.

The covenants, conditions, restrictions and other provisions of this Declaration shall be deemed to run with the land. The Board or the Owner of any Lot to which this Declaration applies may bring an action in any court of competent jurisdiction to enforce this Declaration and to enjoin its violation, mandate compliance herewith or recover damages for the breach hereof, or for any other remedy or combination of remedies available at law or in equity.

No delay or omission on the part of ACBC or any Owner in exercising any rights, power or remedy herein allowed shall be construed as a waiver or acquiescence therein. No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against ACBC or any officer, employee or agent thereof on account of any action or inaction under this Declaration.

The property subject to this Declaration shall also be subject to all applicable regulations of the City of Albia, Iowa, and any other governmental entities having jurisdiction. Whenever there is a conflict between the provisions of this Declaration and any applicable governmental ordinance, statute or regulation, that provision or requirement which is the most restrictive shall be binding unless otherwise prohibited or preempted by law.

XXIV. TERM OF COVENANTS; SEVERABILITY

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 date which is 21 years after such filing, and may be extended as permitted by state law. The Country View Estates Homeowners Association is hereby designated to be a continuing attorney in fact vested with authority to file an extension of this Declaration with the Monroe County Recorder.

XXV. ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

ACBC may annex additional real estate to become a portion of the Property and thereafter be subject to this Declaration. ACBC may exercise such right by recording a document in the office of the Recorder for Monroe County, Iowa, subjecting such additional property to this Declaration. No further action or approval shall be required or necessary for ACBC to annex additional property into the Property for the purpose of subjecting it to this Declaration. Any document subjecting additional property to this Declaration may also impose additional or different covenants, conditions, restrictions and other provisions not found in this Declaration. Upon the annexation of any additional property as provided by this section, each lot described in the document subjecting the additional property to this Declaration shall become a "Lot" for all purposes hereunder.

Nothing herein shall establish any duty or obligation on the party of ACBC to annex any property for purposes of subjecting it to this Declaration, and no Owner of any property not subjected to this Declaration shall have any right to have such property annexed and subjected to this Declaration.

XXVI. SEVERABILITY

Invalidation of any of one or more of the covenants, conditions, restrictions or other provisions of this Declaration by statute or by judgment of any Court shall in no way affect any of the other covenants, conditions, restrictions or provisions contained herein, all of which shall remain in full force and effect.

XXVII. FILING OF DECLARATION; EFFECTIVE DATE

This Declaration shall be filed of record in the office of the Recorder for Monroe County, Iowa, and shall be effective as of the date it is so filed.

XXVIII. AMENDMENTS

This Declaration may be amended by the affirmative vote of a majority of the directors of the Country View Estates Homeowners Association.

ALBIA COMMUNITY BETTERMENT CORPORATION, DECLARANT

By: _____
Norman Braun, President

By: _____
Daniel D. Stocker, Secretary

