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STATE OF IOWA, Pottawattamie County
Filed for record the 11th day of March
1948 at 3:30 o'clock P.M. and is
in book 88 page 19490
John J. Cortino
Recorder

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, OWEN INDUSTRIES, INC., a corporation (hereinafter referred to as "Developer,") is the owner of Lots 1 thru 12 of Owen Parkway, a platting and subdivision of Auditor's Lot 25 in the SW 1/4 of the SW 1/4 of Section 21 and part of Auditor's 3 in the SW 1/4 of the NW 1/4 of Section 28, all in Township 75 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, as surveyed, platted, and recorded, and

WHEREAS, Developer has established a general plan for the harmonious and attractive development of said lot, and does hereby establish covenants, conditions, reservations, and restrictions subject to which the involved lot shall be improved or conveyed by the Developer, and

WHEREAS, each and every one of these covenants, conditions, reservations, and restrictions are for the benefit of each owner of an involved lot or any interest therein and shall inure to and pass with each lot, and shall run with the land and bind the respective successors in interest of the Developer.

1. NOW, THEREFORE, the following covenants, conditions, restrictions, and reservations shall through December 31, 2019, apply to each involved lot:

(a) Except for such other purposes or uses as may from time to time be permitted or required by this Declaration, no part of any utility right-of-way will be occupied or used for other than the purposes thereof or for the general common benefit of all owners of involved lots in the development and related purposes as determined by the Developer.

(b) Except for an involved lot or part thereof as may be occupied or used as part of or in connection with any utility right-of-way, no involved lot will be occupied or used for other than office buildings, retail business purposes, or warehouse purposes. No involved lot will be so occupied or used without provision of adequate and reasonable off-street vehicular parking spaces, as determined by the Architectural Control Committee.

(c) No building or related improvements will be built, constructed, altered, used, or otherwise maintained on any involved lot without the express written approval of the Architectural Control Committee (hereinafter referred to as the "Committee"), as to general appearance, exterior color or colors, harmony of external design, location in relation to surroundings and topography, location within involved lot boundary lines, quality of construction, site landscaping, parking facilities, public sidewalks, size, use or uses, general suitability for office buildings, retail business purposes, or warehouse purposes and any other factors deemed relevant by the Committee; and no exterior air-conditioning equipment, antenna, ditch, fence, flag pole, vehicular parking

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facility, wall, or other structure or associated structures, trees or other site landscaping in any location within public view, will be built, constructed, erected, installed, planted, maintained, undertaken, or altered on any lot or parcel without approval of the Committee.

The Architectural Control Committee shall be composed of three persons designated by the Board of Directors of Owen Industries, Inc., a corporation. A majority of the Committee may designate and appoint a representative to act for it. The Committee's approval or disapproval, as required, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after they have been submitted to it, approval will be deemed to have been given.

The Architectural Control Committee shall be authorized to make such exceptions to, or modifications to, these Restrictive Covenants as unusual circumstances or special situations may warrant; provided, that such exceptions or modifications shall be in writing and shall not invalidate these Covenants in principle or general objective.

(d) After commencement thereof, construction of any improvements shall be diligently prosecuted to completion, and no structure will be maintained on any lot or parcel in uncompleted or unfinished condition for more than twelve months.

(e) No access street, driveway, road, parking area, sidewalk and no structural element of any structure or exterior part thereof shall be maintained on any involved lot in damaged, deteriorated, hazardous, or otherwise unfit, unsafe, or unsightly condition.

(f) No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any involved lot or parcel other than in a location out of public view; and no barn, shack, tent, trailer, or movable or temporary structure will be maintained on any involved lot or parcel other than for temporary use or uses appropriate, convenient, or necessary for use or uses connected and coterminous with approved or permitted construction.

(g) No driveway or road will be constructed or maintained on any involved lot and connected to or with an adjoining private or public road or street through its curb other than by curb cut effected with a clean-cutting cement saw leaving a smooth and unpatched union along a line or lines outside the path of water flow along said curb and surface, from the line of any intersected private or public sidewalk nearest such lot or parcel to such union, same to be concrete cement of quality similar to that used for such sidewalk and street, and otherwise surfaced with asphalt,

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brick, concrete, laid stone, or other construction material so as to avoid and prevent erosion of or water damage to such curb, curb cut, sidewalk, or street; and no such driveway or road will be constructed or maintained and connected across or over an adjoining public sidewalk other than by some method leaving a smooth and unpatched intersection so as to avoid and prevent erosion of, water damage to, cracks in, or similar damage to such sidewalk.

(h) No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained on any involved lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

(i) No garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any involved lot other than in a location out of public view.

(j) No advertising, identifying, or other sign will be erected or maintained on any involved lot, without the express written consent of the Architectural Control Committee.

(k) No excess or unused building material or materials will be kept, stored, or otherwise maintained on any involved lot in a location within public view, other than for use or uses connected and coterminous with construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored or otherwise maintained on any involved lot.

(l) No boat, camper, trailer, or similar chattel shall be kept or maintained on any involved lot other than in an enclosed structure; and no automobile, motorcycle, truck, or other vehicle will be repaired, torn down, or stored on any involved lot other than in an enclosed structure.

(m) No public annoyance or nuisance and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any involved lot.

(n) Once an involved lot has been purchased from Owen Industries, Inc.; its successors or assigns, the lot shall not be subdivided nor shall a portion of the lot be sold, leased or rented unless written approval is given by the Architectural Control Committee.

(o) Each owner of an involved lot will be responsible for maintenance of his property up to the edge of the lot line, including all lawn and landscaped areas, walks, driveways and building exterior.

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2. Contribution to Common Expenses. If it is deemed reasonable and necessary by a majority of owners of the lots in the subdivision to incur expense to promote and provide for their common business interests, improvements or general business conditions, and related interests by improving, operating, or maintaining public facilities, including streets, medians, or similar property and by maintaining and/or contributing to the general aesthetic appearance and upkeep of the entire area including making any necessary contracts relative to cleaning and snow removal from streets, planting, landscaping, watering, mowing within medians, and other upkeep of medians and right-of-way areas, securing compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, each lot owner agrees to contribute his prorata share of such expenses which shall be one-twelfth of such amount unless some other formula shall be agreed upon by 80 percent of the owners of the lots of the subdivision. If an owner fails to contribute his share to such amount expended for such purposes, after due demand for payment by the owner or owners of other lots who have incurred the total expense, the other such owners shall have a right to proceed to enforce contribution against the record owner of such lot.

3. Enforcement: The covenants, easements, conditions, and other terms set out in this Declaration are and will be subject to the following enforcement:

(a) The Developer and every contract purchaser or owner of any involved lot will be entitled at any time or from time to time to institute any equitable or legal proceeding for enforcement, as to any involved lot, of any covenant or easement granted to it.

(b) Every grantee, assignee thereof, or successor thereto, will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

4. Extension, Modification, Termination: The conditions and other terms of this Declaration are and will be subject to the following provisions for extensions, modification, or termination:

(a) The Developer hereby reserves the right to amend, modify or terminate all or any parts of this Declaration, without the consent of any owner of an involved lot. Any such amendment, modification or termination shall be effective when written evidence thereof shall have been recorded in the Office of the Recorder of Pottawattamie County, Iowa.

(b) The Developer will have the right, by an express written Permit for the purpose of avoiding undue hardship, to waive, partly or wholly, the application to any lot or parcel, of any covenant or easement granted to it.

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(c) Any grantee, assignee thereof, or successor thereto will have the right by express written termination, to terminate any easement granted to such grantee.

5. Assignment of Developer's Rights: The Developer may, by written instrument recorded in the Office of the Recorder of Pottawattamie County, Iowa, transfer all of the rights of the Developer to such organization as it deems appropriate to carry out and fulfill the objectives set forth in these covenants.

6. General: If any paragraph or part thereof of this instrument shall be invalid, illegal or inoperative for any reason, the remaining parts so far as possible and reasonable, shall be effective and fully operative.

IN WITNESS THEREOF, Developer has executed this Declaration this 14 day of January, 1988.

OWEN INDUSTRIES, INC., a corporation

By E. F. Owen

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14 day of January, 1988, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared E. F. Owen, to me personally known, who being by me duly sworn, did say that he is the Chairman of the Board of Owen Industries, Inc., and acknowledged the execution of said instrument to be the voluntary act and deed of said Owen Industries, Inc., by it and by him voluntarily executed.

WITNESS my hand and Notarial Seal the day and year first above written.

Carol Wilkinson
Notary Public

My Commission Expires:

Oct. 3, 1991

