

Prepared by: Ashley Johnson D.R.A. Properties, LC., 1525 NE 36th Street, Ankeny, IA 50023

**DECLARATION OF RESIDENTIAL COVENANTS. CONDITIONS AND
RESTRICTIONS FOR CENTENNIAL ESTATES PLAT 1**

This Declaration is made this 4th day of June, 2020, by the Declarant, D.R.A. Properties, L.C., an Iowa limited liability company.

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

See Exhibit A, attached hereto and incorporated herein by reference.

WHEREAS, said property is referred to herein as the "Centennial Estates Plat 1"; and

WHEREAS, Declarant is desirous of protecting the value and desirability of the Centennial Estates Plat 1 property.

NOW, THEREFORE, Declarant hereby declares that the Centennial Estates Plat 1 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 Centennial Estates Plat 1 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.

DEFINITIONS

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

"Association" shall mean and refer to Centennial Estates Plat 1 Owners Association, Inc., its successors and assigns, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa as amended.

"Common Areas" shall mean and refer to all portions of the Centennial Estates Plat 1 Property now or hereafter owned by the Declarant or Association from time to time designated or declared by Declarant for the common use and enjoyment of the Owners. Included within the Common Areas, but not limited to the following, are any maintenance areas, roads, streets, parking lots, walkways, sidewalks, detention ponds, lakes, recreational areas, street lighting, and signage which may be constructed or erected on the Common Areas and which have not been publicly dedicated; provided, however, that the inclusion of these improvements in this definition shall in no way be construed to impose upon Declarant any obligation to construct or erect such improvements. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment therein. The designation of Common Areas by the Declarant may or may not be recorded among the Public Records at the option of the Declarant. Common Areas may be modified by additions or deletions thereto, from time to time by the Declarant, including, but not limited to Common Areas outside the boundaries of Centennial Estates Plat 1.

"Declarant" shall mean and refer to D.R.A. Properties, L.C.

"Lot" shall mean and refer to each and any individual parcel of land within Centennial Estates Plat 1, shown on the recorded Official Plat of Centennial Estates Plat 1, and numbered as Lots 1 through 56, inclusive.

"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.

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

RESIDENTIAL USE

All Lots in the Centennial Estates Plat 1 shall be residential lots and shall not be improved, used or occupied for 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 provisions of the zoning ordinance of the City of Ankeny applicable to the Centennial Estates Plat 1 Property.

BUILDING TYPES

Except as specified herein, no Outbuilding or other building or structure shall be constructed, altered or maintained on any Lot, other than one Outbuilding that is consistent with the exterior of the dwelling on such Lot. Such Outbuilding must first be approved by Declarant.

BUILDING AREA

No dwelling shall be constructed on any Lot 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:

One story dwellings with no basement or an unfinished basement shall have an above grade finished floor area of not less than 1,500 square feet. One and one half story dwellings shall have an above grade finished floor area of not less than 1,700 square feet. Two story dwellings shall have an above grade finished floor area of not less than 1,850 square feet. Split-level dwellings shall have an above grade finished floor area of not less than 2,000 square feet.

Any other building styles other than one, one and one half, or two story dwellings or dwellings with less than the minimum finished floor areas set forth herein must be approved by the Declarant.

All dwellings shall include an attached garage with a minimum of three interior passenger vehicle parking spaces.

In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.

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 painted with colors as approved in writing by Declarant. All exterior painted portions of dwellings which are re-painted shall be re-painted in one of said colors or another conservative and traditional residential dwelling color.

DESIGN AND CONSTRUCTION

No mobile home or Manufactured Home as defined in the Code of Iowa shall be placed or erected on any Lot.

AU dwellings shall have a poured cement concrete driveway running from the city street to the garage.

No exterior dog runs or trash receptacles shall be allowed.

All building structures or improvements of any kind must be completed within twelve (12) months of commencement date of construction.

No above-ground (or other non-permanent) swimming pools shall be permitted on any lot.

Acceptable roofing materials are slate, tile, standing seamed copper, and heavy asphalt shingle. Asphalt shingles shall have a minimum weight of 280 pounds per square. Laminated or texture shingles shall have a minimum warranty of 25 years and shall be weathered gray or weathered

wood colored. Shingles shall be of a style and construction so as to create shadow and texture similar to shakes or slate. All roofs shall have a minimum 4/12 pitch.

All dwellings must have decorative brick, stone, stucco, or shake shingle for at least 50% of the exterior surface or surfaces facing a street. Any lap siding used must not have a reveal greater than 7 inches.

All construction blueprints shall be presented to Declarant at its office at 1515 NE 36th Street, Ankeny, Iowa for review and approval prior to construction.

All dwellings shall have Fiber-To-The-Premises (FTTP) wiring installed following the guidelines set forth in the FTTP Minimum Wiring Standards SFU with External ONT provided by CenturyLink, Inc.

TEMPORARY AND OTHER STRUCTURES; CERTAIN USES

No temporary building or structure shall be built or maintained on any Lot. 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 (4500) pounds and no camper, motor home, boat, jet ski, snowmobile, trailer, work van, work truck, 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 restriction 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 ten (10) days per year. 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, work van, work truck, mechanical equipment or similar property may be at anytime parked or maintained on the yard of any Lot.

FENCES

No fences shall be built or maintained within setback areas as shown on the recorded Official Plat of Centennial Estates Plat 1 (or as established by the zoning ordinance of the City of Ankeny, whichever is the more restrictive) and no fences shall be built or maintained in the front line of the residential dwelling extended to the side Lot lines. All fences must be constructed of vinyl, wrought iron, or black vinyl coated chain link. Invisible fences shall also be permitted.

RUBBISH CONTAINERS

No rubbish container shall be visible from the street with the exception of the scheduled pick-up time and twelve hours prior to and after the scheduled pick-up time.

LANDSCAPING

If the Owner of a lot does not commence construction within six (6) months after the purchase of a Lot from Declarant, the Owner shall be required to seed the Lot to grass and keep it properly mowed. Following completion of construction of a residential dwelling on any Lot, the front yard, side yard and rear yard shall be fully sodded, but such parts of the yard which were previously seeded and have a full stand of grass shall not be required to be sodded, as well as any other areas designated in a written waiver by Declarant.

No hedge or shrub planting which obstructs sightlines at elevations between two (2) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner within the triangular area formed from the intersection of the street property line with the edge of the driveway. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

The Owner shall keep the Lot free of debris and shall keep the same mowed so that the grass does not exceed six inches in height.

SIDEWALKS

The purchaser of a Lot shall, at the purchaser's expense, install public sidewalks in accordance with the specifications of the City of Ankeny. The installation and construction of the sidewalks shall be completed upon the earlier of: (i) substantial completion of the residential dwelling on said Lot; or (ii) one (1) year following the purchase of the Lot from Declarant.

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Official Plat of Centennial Estates Plat 1 or are reserved on separately recorded easements. 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 a 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 constructed.

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.

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 Ankeny, by other governmental entities or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, and (ii) a customary and traditional sign (one per Lot) advertising a Lot or dwelling for sale, not exceeding 1,296 square inches. In the event that any signs other than those described above 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 sign.

UTILITIES

All utility connection facilities and services shall be underground. No individual water supply system or individual sewage disposal system shall be permitted on any Lot.

ANTENNAS

No exterior towers or antennas of any kind shall be constructed, modified, or permitted on any Lot, except as herein specifically permitted. Customary television or radio antennas no exceeding five (5) feet in height shall be permitted if attached directly to either the dwelling or the garage. A satellite dish (or similar structure) with a diameter of less than nineteen inches (19") shall be permitted if attached directly to either the dwelling or the garage. A satellite dish or similar structure greater in diameter 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 Centennial Estates Plat 1 and streets adjoining the Centennial Estates Plat 1.

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.

CERTAIN ANIMALS PROHIBITED

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 dogs and/or cats be kept at any one Lot at any one time. Dogs must reside in the dwelling.

SURFACE WATER

The topography of the Centennial Estates Plat 1 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.

COVENANT FOR ASSESSMENTS.

Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Centennial Estates Plat 1, and improved with a living unit for which a certificate of occupancy has been issued, hereby covenants, and each other Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements and operating deficits, and other special assessments as provided in this Declaration; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made senior to all liens except a first mortgage of record and any ad valorem taxes. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Centennial Estates Plat 1 and for the improvement and maintenance of the Common Areas and for other purposes specifically provided herein; PROVIDED, HOWEVER, that Declarant and/or the Association reserves the right to include Common Areas outside the boundaries of Centennial Estates Plat 1, and other lot owners of property outside the boundaries of Centennial Estates Plat 1 may be granted the right to utilize the Common Areas located within Centennial Estates Plat 1. In addition, the annual assessment shall include repayment of sums advanced by the Declarant on behalf of the Association.

Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, which the Association required to maintain or for operating deficits which the Association may from time to time incur.

Date of Commencement of Monthly Assessments: Due Dates.

The annual assessments provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance to an Owner of a Lot with completed living unit constructed thereon and for which a certificate of occupancy has been issued. Lots which do not have completed living units constructed thereon and for which certificates of occupancy have not been issued, shall be exempt from assessments. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of 15% per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Subordination of Assessments Liens.

If any Lot subject to a lien created by any provision in this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure.

All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting owner personally.

ENFORCEMENT OF COVENANTS

This Declaration of Residential Covenants, Conditions and Restrictions shall be deemed to run with the land, and the Declarant and/or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration of Residential Covenants, Conditions and Restrictions and 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.

AMENDMENTS OF COVENANTS

This Declaration of Residential Covenants, Conditions and Restrictions may be amended from time to time with the 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 Owner 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. Provided, however, until twelve (12) months following the date on which the Declarant has sold all of the Lots, it may make amendments or modifications to this Declaration of Residential

Covenants, Conditions and Restrictions without the consent of any other Owners or any other party. Such amendments or modifications by the Declarant shall be effective only after all other Owners are provided with a copy of the amendment or modification by ordinary mail and the amendment or modification has been filed with the Polk County Recorder.

PERIOD OF COVENANTS

This Declaration of Covenants, Conditions and Restrictions shall continue and remain in full force and effect at all times as to the Centennial Estates Plat 1 and as to the Owners of any Lot, regardless of how title was acquired, until the 31st day of December, 2032, on which date this Declaration of Covenants, Conditions and Restrictions shall terminate and end and thereafter be of no further legal or equitable effect; provided, however, that this Declaration of Covenants, Conditions and Restrictions shall automatically be extended for one additional period of twenty (20) years, unless on or before the end of the initial period, the Owners of not less than fifty percent (50%) of the Lots, by written instrument duly recorded, declare a termination of same.

ENFORCEMENT AND WAIVER

In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

Wherever there is a conflict between this Declaration and the zoning ordinance of the City of Ankeny, the more restrictive provision shall be binding.

DISCLAIMER

Declarant may at any time by written instrument filed with the Polk County Recorder, disclaim their rights and powers hereunder and thereafter it shall have no rights or responsibilities hereunder. Declarant shall have no liability in or for damages of any sort to any Owner, or any lessee or occupant of any Lot, or otherwise to any person for any exercise or failure to exercise any right (or duty or obligation, if any) of Declarant hereunder, for the making of an amendment or modification hereto by Declarant for the granting of approval or withholding of approval required or permitted under the terms of this Declaration or in any other manner arising herefrom. Provided however, any Owner may exercise any rights such Owner may have against Declarant or otherwise seek to enforce the provisions of this Declaration against Declarant by an action in equity for specific performance or injunctive relief to which Declarant shall be subject. The remedies of specific performance and injunctive relief shall be the only remedies against Declarant for any exercise or failure to exercise any right (or duty or obligation, if any) of

Declarant hereunder, for the making of an amendment or modification hereto by Declarant, for the granting of approval or withholding of approval required or permitted under the terms of this Declaration or for other matters arising herefrom, all other remedies being expressly waived. Notwithstanding the foregoing, the rights and powers of the Declarant hereunder shall be deemed to have been disclaimed by Declarant five (5) years following the date on which Declarant conveys the last Lot it owns in Centennial Estates Plat 1, and thereafter enforcement of this Declaration may be carried out exclusively by the Owners as provided above.

This Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

D. R.A. PROPERTIES, L.C.

By: Tara Meredith

Tara Meredith, Secretary

STATE OF IOWA COUNTY OF POLK

This instrument was acknowledged before me on 4 of June, 2020, by Tara Meredith, Secretary of D.R.A. Properties, L.C.

By: Tracy L Nemitz
Notary Public



Exhibit A

Lots 1-56 in Centennial Estates Plat 1, an Official Plat now included in and forming a part of the City of Ankeny, Polk County, Iowa.