



Doc ID: 031126890013 Type: GEN
 Kind: RESTRICTIVE COVENANT
 Recorded: 08/31/2016 at 10:13:12 AM
 Fee Amt: \$67.00 Page 1 of 13
 Polk County Iowa
 JULIE M. HAGGERTY RECORDER
 File# 2016-00019670

BK **16159** PG **262-274**

RETURN TO:

Prepared by & Return to: David D. Nelson, Whitfield & Eddy, P.L.C., 699 Walnut St., Suite 2000, Des Moines, IA 50309 (515) 558-0153

DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR JESTER RIDGE ESTATES PLAT 1

THIS DECLARATION is made this 22 day of August, 2016, by Jester Ridge Estates, LLC, an Iowa limited liability company ("**Declarant**").

RECITALS:

WHEREAS, Declarant is the owner of certain property situated in Polk County, Iowa, which is more particularly described as:

Lots 1 through 12 in Jester Ridge Estates Plat 1, an Official Plat, located in Polk County, Iowa ("**Property**"); and,

WHEREAS, Declarant desires to provide for the preservation of values and of amenities said **Property**; and to this end, desires to subject the **Property** to the covenants, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of the **Property** and each owner thereof.

NOW THEREFORE, Declarant hereby declares that the **Property** shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with the **Property** and shall be binding on all parties having any rights, title or interest in the described **Property** or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

- A. "**Covenants**" or "**Declaration**" shall mean this Declaration of Covenants, Conditions, and Restrictions for Jester Ridge Estates Plat 1, as filed for record in the Office of the Recorder for Polk County, Iowa.
- B. "**Declarant**" shall mean and refer to Jester Ridge Estates, LLC, or its successors, or assigns.

C. **"Lot"** shall mean and refer to Lots 1 through 12 within the Plat.

D. **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Jester Ridge Estates Plat 1 other than streets or out lots.

E. **"Plat"** shall mean and refer to the real property described as Jester Ridge Estates Plat 1, an Official Plat located in Polk County, Iowa.

A. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless the context permits only one such manner.

II. DESIGNATION OF USE

The use of all Lots shall be limited to single-family residential use with not more than one single-family dwelling on each Lot, and may be developed only with other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the Polk County Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No full-time or part-time business activity may be conducted on any Lot or in any building or structure on any Lot, except to the extent of a home occupation permitted by the Polk County Zoning Ordinance, and except that home builders may maintain model homes during construction, and Declarant may maintain a sales office during its development and sales of the Lots in the Plat.

A. No building or structure of a 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.

B. No mobile home or manufactured homes, as defined in the Code of Iowa, shall be placed on or erected on any Lot.

C. 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 an annoyance or nuisance, either temporarily or permanently.

D. 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 three (3) dogs and/or cats be maintained on any one Lot at any one time, unless otherwise approved in writing by Declarant. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog run, if any, must be completely screened or otherwise hidden from view from any other Lot and all streets within the Plat. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard.

E. Any construction or earth moving on any Lot(s) (whether greater or less than one acre in size) shall be in compliance with all statutes, rules and/or ordinances relating to storm water, topsoil and erosion control compliance and permitting. The Owner understands and agrees that he/she is the sole responsible permittee for the Lot(s) with respect to compliance with all terms, provisions and requirements of the NPDES Storm Water Discharge Permit No. 2, the storm water pollution prevention plan which includes the Lot(s), and any and all applicable storm water, topsoil and/or erosion control statutes, rules and ordinances.

Each Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant 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(s) identified above; and/or 2) any alleged violation of any NPDES, storm water and/or erosion control statute, rule or ordinance, after the date of sale of the Lot(s).

III. DESIGN AND CONSTRUCTION

In order to preserve the general design for the development of the whole of Jester Ridge Estates Plat 1, the following design standards are required of all Owners.

A. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction.

B. All construction activity shall be conducted solely upon the Lot owned by the Owner. Owner shall not use any Lot that is not owned by Owner for access, staging or construction activity.

C. Owner shall accurately replace all boundary pins that are removed or displaced during Owner's construction on the Lot.

D. Owner shall be responsible for site maintenance and controlling storm water runoff. All storm water permit requirements shall be acquired by owner and Owner shall be responsible for compliance. Owner shall take all necessary steps to prevent off-site erosion. Owner shall correct all site maintenance or drainage problems within three (3) days after notice from the Declarant, the County or other governmental agency.

Owner is hereby notified that there exists for Jester Ridge Estates, Iowa (the "Development") (which includes the Property), an NPDES Storm Water Discharge Permit No. 2 (the "General Permit") and a Storm Water Pollution Prevention Plan (SWPPP). Owner acknowledges receipt of a copy of the General Permit. Additionally, a copy of this permit is located at the Seller's office.

Owner has purchased Lot(s) in Jester Ridge Estates, hereby referred to as the "Property". Owner understands and agrees that, from and after the closing date, Owner shall become the sole responsible permittee for the Property with respect to compliance with all the terms, provisions, and requirements of the General Permit and the SWPPP.

Additionally, Owner agrees that prior to disturbance of any soil on the Property, Owner shall apply for and receive coverage under the NPDES Storm Water Discharge Permit No. 2 for the Property. Owner shall create a SWPPP specific to the Property that incorporates the requirements of the General Permit and is in addition to the Seller's SWPPP for the Development. Owner's SWPPP shall be designed to cover the Property and to be in full compliance with the terms of the General Permit without reliance on or consideration of the SWPPP for the Development. In addition, Owner shall, under all circumstances, prevent the loss, transfer or migration of any soil, silt, hazardous substance or solid waste from or beyond the boundaries of the Property purchased by the Buyer.

In the event that the Owner does not control and protect the Property from the loss, transfer or migration of any soil, silt, hazardous substance or solid waste as described in the previous paragraph, or if the Owner disturbs the soil or vegetation of the adjoining lots or allows debris to accumulate upon the adjoining lots or properties within the Development in any manner, or permits mud or debris to be allowed to remain on public streets or permits/creates any situation that violates the terms, provisions, and requirements of the General Permit, the SWPPP, and any and all applicable storm water and/or erosion statutes, rules and ordinances, then Seller shall give verbal notice, (with written notice to follow) of such violation and in the event the Owner does not make all necessary repairs or corrections within 24 hours of such verbal or written notice, then Seller is hereby authorized to come upon the Property, adjoining Properties, or the Public Right-of-Way and make such repairs or corrections as directed by the storm water management company or Public Authority in order to stop the infraction or violation. The Owner agrees to pay upon presentation of an Invoice from the Seller, all costs associated with the correction or repair including any fines or penalties levied upon the Seller because of an action or inaction by the Owner associated with the violation. In the event, the Owner does not pay the Seller the reimbursement for the costs associated with violation within 30 days, the Seller shall have the authorization of the Owner to file a Mechanics Lien upon the Owner's Property for all the costs associated with the repairs to correct the violation and shall be allowed to charge interest on the unpaid bill at the highest allowable rate according to the laws of State of Iowa and in addition all costs associated with the collection of this unpaid bill including all court costs and attorney fees. In addition, if the Owner disturbs the adjoining lots in any manner including the seeding or vegetation, or allows debris to collect or remain upon the adjoining lots or in the Development, the above remedies shall be allowed to the Seller to make such corrections or repairs and to collect from the Owner in the same manner as described above.

Owner shall protect, defend, indemnify and hold Seller harmless from any damages, claims, liabilities, fines, penalties, cleanup costs and/or attorney and consultant fees caused by any discharges from the Property identified above and/or from any alleged violation of any and all NPDES or storm water discharge rules or regulations after the date of the sale of the Property.

E. Owner shall be solely responsible for maintenance and clean-up of the Lot and adjacent street at all times while Owner owns the Lot. A gravel approach on the Lot shall be installed to contain mud from tracking onto the street. Cleaning the street of tracked mud and debris is mandatory. No concrete wash-out shall be allowed on any Lot or property owned by Declarant. Owner shall maintain the Lot and street in a neat and orderly condition throughout construction and shall not allow trash or debris from Owner's activities to accumulate anywhere within the Development.

F. The Owner shall utilize dumpsters of suitable size to serve construction occurring on each Lot. All dumpsters shall be removed at such time as they become full to the rim of the dumpster; there shall be no overfilling of dumpsters. At the end of each workday, Owner shall ensure that the Lot has a clean appearance, dispose of all waste materials, place all smaller equipment and materials within the building if possible and remove all larger equipment to a discreet location within the Lot or outside the Development.

G. No excess soils shall be deposited in any area other than on the Lot under construction. All cleared vegetation shall be removed outside the Development. Burning of cleared vegetation is strictly prohibited.

H. Owner shall maintain other than during the time of construction, attractive groundcover and grass, and weeds shall be removed.

I. No building shall be erected on any Lot nearer than the building setback lines as shown on any recorded plats filed in the future which are bound by the terms and conditions found in this Declaration.

J. All dwellings must be constructed with the minimum of a two-car attached garage.

K. The exterior of any dwelling, garage or outbuilding located on any Lot shall be finished in an earth tone conservative color design. A minimum of twenty-five percent (25%) of the front elevation of a one-story dwelling on a Lot shall be covered with a brick, stone, or stone veneer, and a minimum of ten percent (10%) of the front elevation of a one and one-half story or two story dwelling on a Lot shall be covered with brick, stone, or stone veneer, unless otherwise approved in writing by Declarant. All dwellings must be constructed with a cement board siding or similar siding (commonly referred to as "Hardie Plank", "James Hardie Siding" Stucco, or "LP Smartside"), unless otherwise approved in writing by Declarant.

L. The pitch of the roof of all dwellings must be a minimum of 6/12, unless otherwise approved in writing by the Declarant. Notwithstanding the foregoing, Contemporary/Transitional home styles and dwellings will be allowed to have a pitch of the roof of 4/12 or 5/12, provided, however, that such dwellings also include: (i) Minimum 18 inch (18") overhangs, and (ii) Hip roof. All roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures.

M. All dwellings shall contain a minimum square footage of living space exclusive of floor below the exterior grade, attached garages, breezeways, and porches as follows:

(1) One-story dwellings must have a minimum of 1,600 square feet of finished floor area directly under the roof.

(2) One and one-half story dwellings must have a finished floor area of at least 1,800 square feet.

(3) Two-story dwellings must have a finished floor area of at least 2,000 square feet.

N. Playhouses, swing sets, utility buildings, storage sheds or other similar structures shall be permitted; provided that the exterior wall color of any such structure shall complement the residential dwelling on the same Lot and are located only in rear yards. No such structure shall be located closer than twenty feet (20') from any Lot line, unless the Declarant has specifically approved the structure and location. The Declarant has the right to approve the location of all utility buildings so that the buildings do not overly impede the neighbors view. In addition, no playhouse, swing set, utility building, storage shed or other similar structure shall be larger than Twenty-Eight hundred 2800 square feet in area, or taller than 20 feet in height as measured to the peak. All Utility Building plans must be submitted to the Declarant for approval, including description of exterior elevation, and site plan showing location on site. All utility buildings must comply with the Polk County zoning ordinance. Stone wainscoting on street facing elevations is encouraged on utility buildings as a way to make them complement the surrounding neighborhood.

O. 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.

P. No vegetable gardens, fences, playhouses, swing sets, utility buildings, storage sheds, or other similar improvements or structures shall be erected between the front of the house or garage and the street.

Q. APPROVAL OF BUILDING PLANS. Buyer shall submit detailed plans and specifications, including elevations, to Seller for Seller's approval, which shall not be unreasonably withheld, prior to constructing any buildings on the lot. Seller shall have the right to obtain injunctive relief for any violation of this provision.

IV. DRIVEWAYS

A. As shown on the Plat the following Lots share a joint driveway approach area labeled "25' Joint Access Easement" which joint approach are required by Polk County:

- (1) Lots 1 and 2;
- (2) Lots 3 and 4;
- (3) Lots 5 and 6;
- (4) Lots 8 and 9: and
- (5) Lots 10 and 11.

B. The Owner of each of the two Lots that share a joint approach will be responsible for the installation, repair, maintenance and snow removal of the portion of the joint approach located on said Owner's Lot. All driveways and approaches are to be concrete.

C. No Owner shall obstruct, use or otherwise interfere with the use of the other Owner's portion of the joint driveway approach area.

D. If a dispute arises between the Owners who share a joint driveway approach either Owner may seek injunctive relief, damages or any other remedy available at law or in equity. In the event of litigation to enforce or interpret the terms of this Article of the Covenants, the prevailing Owner shall be entitled to recover costs of litigation, including, without limitation, reasonable attorney fees.

V. LANDSCAPING AND FENCES

A. Within sixty (60) days of completion of the dwelling on a Lot, the front yard, side yards and twenty-five feet (25') of the rear yard measured from the rear of the dwelling foundation shall be fully sodded, except where the topography, conservancy districts, creek slopes or tree cover does not make sodding practical, and the remainder of the rear yard to the rear lot line shall be seeded or sodded. If weather conditions make the time requirement for sodding impossible to comply with, Declarant shall establish a reasonable period of time for compliance. If grass seed has not established adequate enough cover to allow the Declarant to discontinue the NPDES permit then lot owner shall be required to sod all remaining areas.

B. No fences shall be permitted upon any Lot except as follows:

1. Fencing shall be limited to the rear yard and extend to the front by no more than $\frac{1}{2}$ of the depth of either side of the house. For homes located on corner lots, the fence facing the street shall be constructed no closer than the building setback line.
2. The following materials are considered acceptable: black vinyl coated chain Link.
3. The following materials are not considered acceptable: pressure treated or untreated "common" woods, wire fencing, plastic netting or barrier materials, chain link, (other than black vinyl coated), snow or "safety" fencing, or concrete block, vinyl, or composition.
4. All fencing shall be maintained in a clean, attractive and structurally sound condition. Failure to so maintain is a default of the Declaration and is subject to the enforcement remedies provided in Article X of the Declaration.

C. Within thirty (30) days of completion of a dwelling on a Lot, a minimum of two (2) trees must be planted on the Lot having a diameter measuring at least one and one-half inches

(1.5") measured two (2) feet vertically from the ground level. The party purchasing the Lot from the Declarant shall be responsible for planting these trees and cannot transfer said responsibility to party who first occupies the dwelling as a residence.

VI. SATELLITE DISHES, ANTENNAS, POLES

A. Satellite dishes or parabolic devices in excess of twenty inches (24") in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dish or parabolic device shall be mounted on the rear elevation of the dwelling or garage, or 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.

B. No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any Lot or on any dwelling, garage or other permitted structure. All antennae shall be concealed with the attic space of the dwelling or garage.

C. No light pole shall be used or placed upon any Lot that extends more than ten feet (10') above grade. All light poles shall be of a residential design and shall be positioned on a Lot in a manner that will avoid direct lighting onto adjoining Lots. In no event shall a light pole be located any closer than twenty (20') from any property line.

VII. MISCELLANEOUS RESTRICTIONS

A. No sign of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (i) street markers, traffic signs and other signs displayed by the County or other governmental units; (ii) signs which have been approved by the Declarant or its authorized agent not exceeding 144 square inches in area upon which there shall only be exhibited the street number or name, or both, of the resident; and (iii) a customary sign (one per Lot) advertising a dwelling for sale, not exceeding 1,296 square inches in area. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the Lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those Lots and remove said signs. Real estate signs by the Declarant will be permitted until such development is completed. Declarant reserves the right to install entrance and directional signs with respect to the Plat, at locations and of design determined by the Declarant, and in a manner consistent with the ordinances of the County.

B. No trash receptacles, garbage cans or recycling bins shall be permitted to be placed outside a dwelling or garage unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling or garage no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling or garage, within twelve (12) hours following the scheduled pick up of such trash.

C. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground.

D. No motor vehicle, watercraft, trailer or piece of recreational equipment, including but not limited to camping trailers, motor homes, snowmobiles, motorcycles, motorbikes, boats and canoes, shall be permanently or temporarily stored (for more than 7 days) or maintained on a Lot unless stored or maintained in a garage, dwelling, or area completely screened from view from roads, easements, other Lots and any other portion of the Property. No commercial vehicle, equipment, parts or machinery shall be permanently or temporarily stored (for more than 7 days) or maintained on a Lot outside of the dwelling or garage on the Lot.

VIII. EASEMENTS

Certain perpetual easements are reserved as shown on the Plat and/or as may be granted to the County by the Declarant and filed of record in the Office of the Polk County Recorder. The owner or occupant of a Lot shall, at their own expense, keep and preserve that portion of the easement within their Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.

IX. MAINTENANCE OF LOTS AND SURFACE WATER

A. The owner or person in possession of each Lot, whether vacant or improved, shall keep the same well maintained, groomed and mowed, free of uncut weeds, rubbish, garbage and debris. Damaged or dead trees and shrubbery will be trimmed out or removed. Failing this, the Owner agrees that upon receipt of written notice from the Declarant to mow or cut such vegetation, trim or remove damaged trees or shrubbery, and/or remove such debris within ten (10) days, the Owner shall be subject to a combination of remedies recognized at law or equity.

B. Vegetation in flowage easements, creek channels, drainage ways and/or timbered areas shall not become overgrown with weeds, but may be planted in ground-cover species appropriate to the topography and land form.

C. The topography of the Plat 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 such easements as may exist for the flowage of surface water under the laws 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.

X. COVENANT ENFORCEMENT/GENERAL PROVISIONS

A. Penalties

In addition to the remedies described below in Paragraph B or elsewhere in this Declaration, the Declarant is hereby authorized to levy against any Lot in violation of this Declaration of Covenants, Conditions and Restrictions an assessment penalty not to exceed \$100 for each day a violation of this Declaration continues beyond thirty (30) days after notice of a violation has been given by the Declarant to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing by personal service. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Declarant shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Polk County, Iowa. If the Owner has not fully complied with the terms of this Declaration within thirty (30) days after receiving notice, or thirty (30) days after second publication of notice, the Declarant shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Declarant. Any Lot Owner objecting to this notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Declarant. Assessment of the penalty shall be stayed pending a hearing and final decision by the Declarant.

B. Specific Enforcement of Restrictions

All Owners of Lot covenant and agree, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and that this Declaration may be specifically enforced by Declarant, the County, or an adversely affected Lot Owner.

C. Attorney's Fees

In the event it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration shall be the obligation of the Owner of the Lot which is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration.

D. Covenants Binding and Running with The Land

Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant and the Owners of each Lot, and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

E. Duration

Any easements granted in or pursuant to this Declaration, and any other provisions of this Declaration to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for the payment of costs associated therewith, shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration.

Except as provided in the preceding paragraphs of this Article, the covenants, conditions, restrictions and easements in this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for an initial period of twenty-one years after the date they are recorded in the Polk County Recorder's Office, and shall automatically renew for successive terms of ten (10) years each, unless sooner modified or terminated as provided in paragraph C of this Article.

F. Amendment of This Declaration

This Declaration may be amended in writing by an instrument signed and filed of record in the Office of the Polk County, Iowa Recorder, by at least fifty-one percent (51%) of the Lot owners, if the Declarant does not own a Lot. Notwithstanding the foregoing, the Declarant retains the sole right to amend this Declaration so long as Declarant, its successors or assigns, has an ownership interest in any Lot.

G. Severability

In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

H. Captions

The captions of the articles, sections and any paragraphs, of this Declaration, or the lack thereof, are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

I. Plat Notes.

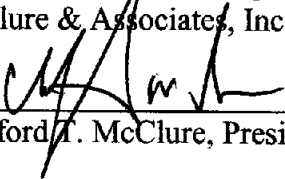
The following "Notes" are contained on the final plat of Jester Ridge Estates Plat 1 and are hereby added to the terms of the Declaration pursuant to the requirement of the Polk County Planning Department:

1. If this area is annexed by the city of Polk City, the owners of the lots are hereby notified that they will be responsible for sidewalk and street light installation as per municipal standards.
2. Polk County does not require or issue permits for sidewalks and does not accept the liability and/or responsibility for construction. Placement, repair, or maintenance thereof of any street sidewalk installed in the plat by any home owner.
3. Maintenance of all drainage easements shall be the responsibility of the individual property owner.
4. Subsurface drainage facilities that are disturbed must be restored or rerouted by the individual lot owner.
5. All mailboxes located in Polk County road right-of-way must be of breakaway design.
6. Due to soil types, limitations, and disturbance, alternative septic systems may be required. Individual wastewater treatment systems shall be designed by an engineer. out
7. No individual lot entrance shall be allowed within 150 feet from the intersection of two public roadways connecting outside the plat or within 70 feet from the intersection of two public roadways within the plat.
8. Culverts to be used for crossing drainage easements must be designed by a registered professional engineer.
9. The following lots shall have a common driveway location for access to each lot as identified by the joint access easements, lots 1 and 2, lots 3 and 4, lots 5 and 6, lots 8 and 9, and lots 10 and 11.
10. The driveway access to lot 7 shall be located within 80' of the NW lot corner or within 140' of the SE lot corner.
11. The driveway access to lot 12 shall be located within 65' of the NE lot corner.

SIGNATURE PAGE FOLLOWS

Dated this ____ day of August, 2016.

JESTER RIDGE ESTATES, LLC
an Iowa limited liability company
By: McClure & Associates, Inc., Manager

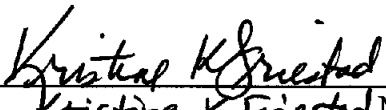
By: 
Clifford T. McClure, President

ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
COUNTY OF POLK)

The foregoing record was acknowledged before me on this 22nd day of August, 2016 by Clifford T. McClure President of McClure & Associates, Inc. Manager of Jester Ridge Estates, LLC.




Kristine K. Friestad Notary Public
Exp. 2/19/17