

**ORCHARD RIDGE**

**RETURN TO: BRAD SKINNER**

WHEN RECORDED RETURN TO: PO BOX 367, ALTOONA, IA 50009 – 967-4264

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LOTS 1 THROUGH 30, INCLUSIVE, IN  
ORCHARD RIDGE PLAT ONE  
AN OFFICIAL PLAT, NORWALK, WARREN COUNTY, IOWA**

THIS DECLARATION, made this \_\_\_\_ day of \_\_\_\_\_, 2005, by Norwalk Orchard Ridge Development, Inc., an Iowa Corporation (“Orchard Ridge”).

**WITNESSETH:**

WHEREAS, Orchard Ridge is the owner of certain real estate in the City of Norwalk, Warren County, Iowa, described as Lots 1 through 30 inclusive, in Orchard Ridge Plat One, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa (“Property”); and

WHEREAS, Orchard Ridge is desirous of developing the Property as a Planned Community and to establish certain Covenants, Conditions and Restrictions for the benefit of Owners within the Property;

NOW, THEREFORE, Orchard Ridge, by the execution and recording of this document, hereby declares that the Property shall be held, occupied, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth herein.

**ARTICLE I.**

**General Use Restrictions and Building Specifications**

Lots 1 through 31, inclusive, in Orchard Ridge Plat Two, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa (“Property”) shall be held, maintained, occupied, sold and conveyed subject to the following Covenants, Conditions and Restrictions, as well as those Covenants, Conditions and Restrictions as well as those Covenants, Conditions and Restrictions set forth elsewhere in this Declaration:

A. Single Family Residence

The use of lots shall be limited to single family residential use. The term “single family” shall have the same meaning under this Declaration as contained in the City of Norwalk, Iowa, Zoning Ordinance. Uses of land or structures customarily incidental and subordinate to the single family residential use as permitted by the City of Norwalk (“City”) Zoning Ordinance are permitted unless prohibited or otherwise regulated by this Declaration.

B. Garages

All dwellings shall have a minimum of a two-car attached garage.

C. Fences and Hedges

No fences, walls, hedges or barriers shall be permitted upon lots or property lines except as follows:

- (i) Walls, fences, or hedges shall be permitted only along rear property lines and side property lines behind the front yard setback lines but they shall not exceed six (6) feet in height.
- (ii) 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, shall be permitted unless it is a black vinyl clad fence. All fences shall be kept in good repair and attractive appearance.

D. Trees

A minimum of two (2) trees shall be required to be installed on each lot. The trees shall have a minimum of two-inch (2") trunk diameter measured two (2) feet vertically from the ground level. This tree requirement shall be the responsibility of the initial and subsequent homeowners on lots and shall not be the responsibility of any developer or builder within the property.

E. Utility Meters

Utility meters shall be hidden architecturally or through the use of remote reading devices.

F. Measurement of Setbacks

The minimum setbacks as specified in this Declaration shall be measured from the lot line from which the setback is being measured to the nearest building or structure. No buildings or structures (except for permitted fences or mailboxes) shall be constructed or maintained within the required minimum setback area. The definition of the terms "front yard", "side yard", "rear yard", "building", "structure" or other similar term relating to setbacks shall be the same as that definition contained in the City's zoning ordinance now or in the future.

G. Utilities

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

H. Sodding or Seeding

All portions of a lot not occupied by structures, walkways, driveways, parking or landscaping shall be sodded, within ninety (90) days after completion of the house upon the lot unless weather conditions make this requirement impossible to meet.

I. 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. Furthermore, any repair of motorcycles, automobiles, vehicles or boats shall be done out of public view.

J. Boats and Trailers

No trailer, boat, personal watercraft, camper, motor home, recreational vehicle or truck rated larger than three-quarter ton or other movable or temporary structure or enclosure or inoperative motor vehicle shall be maintained or parked on any lot or street within public view for more than a cumulative of seven (7) days in any calendar year.

K. Temporary 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. No mobile homes, prefabricated homes, modular or factory manufactured homes shall be permitted at any time.

L. Architectural Character

The architectural character of any structure shall be in harmony with, and compatible with, other structures located on the property as well as the neighboring area and environment.

M. Exterior Foundations

Exterior foundations exposed above finish grade which are not faced with brick or stone shall be painted to match the rest of the structure; provided, however, that in no event shall any exterior foundation be exposed more than twelve (12) inches above finish grade which is not faced with brick, stone, or the exterior material of the house unless topographic conditions leave no other alternative.

N. Roof Material

Roof materials shall be slate, tile, with medium to thick butt wood shingles or high quality asphalt shingles with a weight rating of at least 230 pounds.

O. Swimming Pools

Above ground swimming pools or non-permanent swimming pools are prohibited, with the exception of temporary summertime wading pools for the use of children under age 5 years, which shall be permitted.

P. Satellite Dish

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 or as measured diagonally;
- (iii) 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 promulgated pursuant thereto. If there is a conflict between federal law and the terms of this subparagraph or the terms of any regulations and terms of the federal law shall control.
- (iv) The satellite dish shall be located to the rear of the home it serves and be appropriately landscaped and screened but in no event shall it be located in any required yard setback area.

Q. Dog Runs and Houses

Dog runs shall not be permitted unless they are located at the rear of the house or garage and extend toward the rear of the lot from that portion of the house 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 home situated on the lot, and shall be constructed and maintained in an attractive and workman like manner. No dog house shall exceed twenty (20) square feet in area nor be located closer than twenty (20) feet from any lot line; provided, however, that in no event shall it be located in any required yard setback area.

R. Towers

No outdoor television, radio or communication tower, mast or pole of any kind shall be constructed or maintained on the exterior of any lot; provided, however, that a television antenna or video communication antenna may be constructed and maintained on the exterior of a house if the antenna is attached to a permitted outdoor satellite dish and does not extend higher than 6 inches above the satellite dish. All other such antennae shall be constructed, if at all, in the interior attics of the house on a lot.

S. Noxious Activities; Livestock

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 animals, livestock, pigs, snakes or poultry of any kind shall be raised, bred or kept on any lot or within any house or structure on a lot except that domestic dogs, cats, and other small commonly accepted domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes or sale to the public and so long as they do not present any healthy or safety hazard or cause any offensive activity, sound, noise or odor. In no event, however, shall more than two (2) dogs be maintained on any one lot. Dogs shall be tied, kept on a leash, fenced or kept in a dog run at all times.

T. Maintenance of Lot

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.

U. Signs

During the development of the lots and building of homes thereon, Orchard Ridge and any other owners shall not interfere with the placement of any signs advertising lots or homes for sale or the development of the lots which are placed on the lot being sold.

**ARTICLE II.  
Special Use Restrictions**

In addition to the general use restrictions and building specifications set forth in Article I above, the following specific use restrictions and building specifications shall apply:

**One story dwellings** must not have less than 1,200 square feet of main floor finished area in the floor above the basement.

**One and one-half story dwellings** must not have less than 1,350 square feet finished area in the floors above the basement.

**Two story dwellings** must not have less than 1,350 square feet of finished floor area in the floors above the basement.

**ARTICLE III.  
Enforcement of Covenants**

A. Legal Action

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

B. Delays in Enforcement

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

C. Conflict with Governmental Regulations

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

**ARTICLE IV.  
Term of Covenants; Severability**

A. Duration

All of the foregoing Covenants, Conditions and Restrictions set forth in this Declaration shall continue and remain in full force and effect at all times and as to the property, regardless of how title was acquired, from the date of filing of this Declaration until the 21 years in accordance with Iowa Code Section 614.24 may be extended as permitted by state law. Orchard Ridge is hereby designated to be a continuing attorney in fact vested with authority to file an extension of these Covenants, Conditions and Restrictions with the Warren County Recorder.

B. Severability

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

C. Reasonable Period of Enforcement

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

D. Minor Amendments

So long as Orchard Ridge owns any lots within the property, including an interest as contract vendor, it shall have the absolute right to make minor amendments to this Declaration in order to correct any deficiencies, clarify any provision thereof or to carry out the intent of this Declaration or to address development issues not contemplated at the date hereof.

E. Erosion Control

- (i) The owner and/or person in possession of each lot, whether vacant or improved, their agents, assigns, heirs, and/or building contractors shall take all necessary precautions to prevent, stabilize, and/or control erosion on their lot and the property, to prevent sediment migration and soil erosion from extending beyond the boundaries of their lot and the property, and, in the event it occurs, to promptly clean up all eroded sediment and to restore all affected areas to their original condition.
- (ii) The owner and/or person in possession of each lot, whether vacant or improved, shall, at closing of any sale or conveyance of a lot execute an agreement complying with all applicable federal, state and local erosion control regulations, laws and ordinances and permits which pertain to the property including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No. 2 ("the Permit").

- (iii) If Orchard Ridge or any lot or lot owner is cited for an alleged violation of any erosion control regulations, laws or ordinance provision, which occurs after closing of any sale or conveyance of a lot by any jurisdictional authority for a condition on or from the property, the owner shall indemnify and hold Norwalk Orchard Ridge, Inc. harmless from any and all claims, damages, fines, attorney fees, assessments, levies, and/or costs incurred by Norwalk Orchard Ridge, Inc. related to the citation.

NORWALK ORCHARD RIDGE DEVELOPMENT, INC.

By \_\_\_\_\_  
Dennis Schlegel  
President

STATE OF IOWA            )  
  )ss  
COUNTY OF WARREN    )

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis Schlegel, to me personally known, who being by me duly sworn, did say that he is the President of Norwalk Orchard Ridge Development, Inc., that said instrument was signed on behalf of said company; and that the said Dennis Schlegel as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company by it and by him voluntarily executed.

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Notary Public in and for the State of Iowa