


**COPY**

Please note:  
Covenants for lots 51-58 are  
identical to lots 17-29 in Plat I.

  
Doc ID: 021343110005 Type: GEN  
Recorded: 07/18/2008 at 12:31:21 PM  
Fee Amt: \$27.00 Page 1 of 5  
Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2009-00004377  
BK **12722** PG **253-257**

This document prepared by and when recorded return to Eugene E. Olson, attorney at law,  
317 6<sup>th</sup> Avenue, Suite 300, Des Moines, Iowa 50309

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
NORTHWOOD ESTATES PLAT 1, JOHNSTON, POLK COUNTY, IOWA**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Northwood Estates Plat 1, Johnston, Polk County, Iowa is executed this 17<sup>th</sup> day of July, 2008, by D & E Properties, L.L.C., an Iowa limited liability company ("Declarant").

**RECITALS:**

- A. Declarant filed a Declaration of Covenants, Conditions and Restrictions for Northwood Estates Plat 1, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa on August 10, 2007, in Book 12326 at Page 627 of the records of the Recorder of Polk County, Iowa ("Declaration").
- B. Article XVI of the Declaration provides that so long as Declarant owns any Lots within Northwood Estates Plat 1, it shall have the absolute right to make amendments in order to correct any deficiencies or errors; address any oversights; clarify any provision; or address development issues not contemplated when the Declaration was filed.

NOW, THEREFORE, Declarant, pursuant to Article XVI of the Declaration, amends the Declaration as follows:

**1. BUILDING AREA; RESTRICTIONS.**

Subparagraph A of Article III of the Declaration is amended by deleting subparagraphs i, ii, iii, iv, and v thereof and substituting the following:

- i. One-story/ranch dwellings must have a ground floor finished floor area of not less than 1,600 square feet, except for Lots 17 through 29, inclusive, which shall have such a ground floor finished floor area of not less than 1,800 square feet.
- ii. One and one-half story dwellings must have not less than 1,200 square feet of finished floor area on the main level and a total of all levels of not less than 1,800 square feet, except for Lots 17 through 29, inclusive, which shall have not less than 1,400 square feet of finished floor area on the main level and a total of all levels of not less than 2,000 square feet.
- iii. Two-story dwellings must have a total of not less than 2,000 square feet finished floor area, except for Lots 17 through 29, inclusive, which shall have a total of not less than 2,400 square feet of finished floor area.
- iv. Split entry dwellings must have not less than 2,000 square feet of finished floor area on the upper level, but a 70% credit will be given for finished floor area of lower level which is 50% or more exposed over finished grade, except for Lots 17 through 29, inclusive, which must have not less than 2,400 square feet of such finished floor area.
- v. Split level dwellings must have not less than 2,000 square feet of finished floor area directly under the roof, but a 70% credit will be given for finished area of lower level which is 50% or more exposed over finished grade.

**2. RESTRICTIONS REGARDING FENCES.**

Article III, subparagraph H of the Covenants is deleted and the following substituted in its place:

- H. Tennis courts or swimming pools shall be located only in rear yards and shall be at least ten feet from Lot lines. No above-ground swimming pools shall be permitted. Fences shall be permitted around tennis courts and swimming pools only if (i) required by City ordinance; and (ii) if they are black, vinyl-clad cyclone fences or decorative steel fences acceptable to the Declarant described below in paragraph IV. Fences higher than four feet shall be permitted around tennis courts and pools if they meet the standards described in this subparagraph H.

**3. OUTBUILDINGS.**

Article III, subparagraph K of the Covenants is deleted and the following substituted in its place:

K. No Outbuildings shall be permitted; provided, however, garden sheds shall be permitted so long as:

- i. They are no larger than eight feet by sixteen feet in size;
- ii. They are constructed with the same siding and roofing material as the home on the Lot or Building Plot and painted the same color as the home;
- iii. They are not metal sheds but shall have the same appearance as the home on the Lot; and
- iv. They are not closer than ten feet from the side and rear Lot lines.

4. **MANUFACTURED BUILDINGS.**

Article III, subparagraph L of the Covenants is deleted and the following substituted in its place:

- L. No manufactured, mobile homes or buildings shall be placed on or erected on any Lot. No houses or buildings shall be moved into or onto any Lot. All homes and buildings shall be constructed in place on a Lot; provided, however, panelized construction of a home on a Lot shall be permitted. Modular built homes may be allowed but only with the approval of the Declarant as described below in paragraph IV.

5. **SIDING.**

Article III, subparagraph Y of the Covenants is deleted and the following substituted in its place:

- Y. No redwood, steel, or aluminum siding or composite or masonite board shall be allowed to be used for siding on any home or garden shed. Siding commonly known as "James Hardie Plank Concrete Lap Siding" or comparable concrete siding is required on Lots 17-29, inclusive, and is preferred on all other Lots; however, vinyl siding shall be permitted as well as comparable concrete siding on any Lot except that Lots 17-29, inclusive shall not be permitted to use vinyl siding. At least 20% of the front of the house must be brick, stone, stone veneer, stucco, or some contrasting material.

6. **ENTRANCE FEATURE.**

Article III, subparagraph BB of the Covenants is deleted and the following substituted in its place:

BB. Declarant shall install landscaping and an irrigation system as well as lighting within portions of Lots 1 and 50 on N.W. 70<sup>th</sup> Avenue in order to ensure for marketing purposes that there shall be a pleasing appearance to Northwood as motorists enter on Peckham Street from N.W. 70<sup>th</sup> Avenue. Declarant shall be responsible for the maintenance of such improvements until Declarant elects to cease maintenance at which point the Owners of Lots 1 and 50 shall be responsible to maintain the improvements for the portion of the entrance feature that is situated on their respective Lots. In the alternative, a neighborhood or homeowners association may be formed by the Declarant, in its sole discretion, or be formed by a majority vote of Lot Owners, all for the purpose of maintaining the entrance features, lighting, landscaping and irrigation system.

7. **ADDENDUM A---ARCHITECTURAL STANDARDS.**

Addendum A to the Covenants is amended by deleting all reference on page one thereof to the "heavily wooded nature of the area" in relation to architectural designs.

Addendum A to the Covenants is amended by changing the roof pitch data under "Design Features" on page 12 to a minimum 7 vertical to 12 horizontal pitched roof. Any pitch lower than 7 vertical to 12 horizontal due to design features of the home may be allowed but only with the approval of the Declarant as described above in paragraph IV.

Addendum A to the Covenants is amended by deleting subparagraph (d) under the heading "Materials" on page 12 and substituting the following:

- (d) Redwood, aluminum, steel, masonite or composition board are prohibited regarding house siding. Siding commonly known as "James Hardie Plank Concrete Lap Siding" or comparable concrete siding is required for Lots 17-29, inclusive, and is preferred on all other Lots; however, vinyl siding shall be permitted as well as comparable concrete siding on any Lot except that Lots 17-29, inclusive, shall not be permitted to use vinyl siding. At least 20% of the front of the house must be brick, stone, stone veneer, stucco, or some contrasting material.

8. **CONFIRMATION OF COVENANTS.**

Except as amended herein, the Declaration as filed on August 10, 2007, in Book 12326 at Page 627 of the records of the Recorder of Polk County, Iowa, and as previously amended, shall remain in full force and effect.

**DECLARANT**

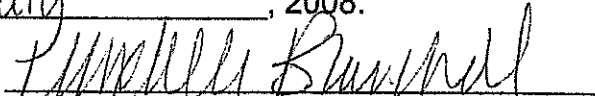
**D & E PROPERTIES, L.L.C.**, an Iowa limited liability company

By:   
Thomas V. Dean, Manager

STATE OF IOWA

COUNTY OF POLK, SS:

The above instrument was acknowledged before me, a Notary Public in and for the State of Iowa, by Thomas V. Dean, Manager of D & E Properties, L.L.C., an Iowa limited liability company, on the 16 day of July, 2008.

  
Notary Public in and for the State of Iowa



THIS DOCUMENT PREPARED BY AND WHEN RECORDED RETURN TO:  
Eugene E. Olson, 317 Sixth Ave., Suite 300, Des Moines, IA 50309-4127. Phone: 515/243-8157

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR NORTHWOOD ESTATES PLAT 1,**  
**JOHNSTON, POLK COUNTY, IOWA**

D & E Properties, L.L.C., an Iowa limited liability company, being the owner of the following described real estate, to-wit:

Lots 1-50, inclusive, in Northwood Estates Plat 1, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa, (sometimes referred to herein as the "Property"),

does hereby establish and place residential covenants, conditions and restrictions ("Covenants") upon the Property which shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of the Property, and which shall run with the real estate and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. **DEFINITIONS.**

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

- A. "Northwood Estates" or "Northwood" shall mean Lots 1-50, inclusive, located in the residential subdivision of Northwood Estates Plat 1, an

official plat, now included in and forming a part of the City of Johnston, Iowa.

- B. “Declarant” shall mean D & E Properties, L.L.C., or its successors or assigns.
- C. “Lot” shall mean any individual parcel of land that is shown upon the recorded plat of Northwood Estates, but not any streets.
- D. “Building Plot” shall mean one or more platted Lots on which a home is to be located.
- E. “Owner” shall mean the record owner, whether one or more persons or entities, of the fee simple title to or vendee under an installment real estate contract of any Lot within Northwood.
- F. “Outbuilding” shall mean an enclosed or covered structure not directly attached to the residence to which it is appurtenant.

## II. DESIGNATION OF USE.

Lots 1-50, inclusive, in Northwood shall be known and described as residential building Lots or Building Plots and shall not be developed with more than one single-family dwelling for each lot, and shall not be improved, used or occupied for other than private residential purposes, consistent with these Covenants and with the Zoning Ordinance of the City of Johnston, Iowa.

## III. BUILDING AREA; RESTRICTIONS

A. No building or structure shall be constructed, altered, or maintained on any Lot or Building Plot other than a single-family home or any structure allowed by the City Zoning Ordinance. All single-family homes shall contain the following minimum square footages of finished living space and meet the following requirements:

- i. One-story/ranch dwellings must have a ground floor finished floor area of not less than 2,000 square feet, except for Lots 17 through 29, inclusive, which shall have such a ground floor finished floor area of not less than 2,400 square feet;
- ii. One and one-half story dwellings must have not less than 1,400 square feet of finished floor area on the main level

and a total of all levels of not less than 2,200 square feet, except for Lots 17 through 29, inclusive, which shall have not less than 1,800 square feet of finished floor area on the main level and a total of all levels of not less than 2,600 square feet;

- iii. Two-story dwellings must have a total of not less than 2,600 square feet finished floor area, except for Lots 17 through 29, inclusive, which shall have a total of not less than 3,000 square feet of finished floor area;
- iv. Split entry dwellings must have not less than 2,600 square feet of finished floor area on the upper level, but a 70% credit will be given for finished floor area of lower level which is 50% exposed over finished grade, except for Lots 17 through 29, inclusive, which must have not less than 3,000 square feet of such finished floor area;
- v. Split level dwellings must have not less than 3,000 square feet of finished area directly under the roof, but a 70% credit will be given for finished area of lower level which is 50% exposed over finished grade;
- vi. No building shall be erected on any Lot or Building Plot unless the design and location is in harmony with existing structures within the Property as determined in the building plans review process described below in Article IV; and
- vii. In the computation of square footages under this paragraph, any porches, breezeways, attached or built-in garages, finished basement areas or four-season porches shall be excluded.

B. All structures built in Northwood shall blend in with the terrain rather than contrast with it. The use of natural materials is encouraged, i.e., stained wood, stone, brick and warm-toned shingles, as well as soft, earth-tone colors. All exposed concrete foundations on front elevations only must be covered with brick, stone, veneered or stucco textured; provided, however, that other foundation sides may be exposed but not to exceed sixteen (16) inches above grade. Any exposed portion of a foundation as permitted herein shall be painted to match the remainder of the structure. All structures built in Northwood shall be shingled with materials and be in colors acceptable to the Declarant described below in paragraph IV.

C. All residences shall have, at a minimum, an attached 3-car garage. Detached garages shall not be permitted. All driveways shall be constructed of Portland cement concrete. Each dwelling shall provide off-street parking for a minimum of three cars, in addition to the attached garage. In computing the off-street parking capacity, the area immediately adjacent to the garage doors shall also be included. No garage doors over eight feet in height shall be permitted.

D. No fences may be built forward of the centerline of the house built on a Building Plot or Lot. Yard fencing is discouraged. There shall be no fencing or other obstructions on any sanitary sewer easement or drainage easement. All fences shall be no more than four (4) feet in height and shall be a black, vinyl-clad cyclone fence or decorative steel fences acceptable to the Declarant described below in paragraph IV.

E. No satellite dish shall be located upon any Lot unless it meets the following requirements:

- i. It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in an acceptable fashion;
- ii. It shall be located so that no part of the device is in front of the home it serves;
- iii. It shall not exceed two ( 2 ) feet in diameter;
- iv. It shall be constructed of metal material, gray or black in color, or, to the extent technically feasible, be painted to match the color of the home it serves; and
- v. Ground mounted satellite dishes shall not be permitted.

F. No light poles shall be used or placed upon any Lot that extend more than 10 feet above grade, except for those used to light tennis courts. All light poles shall be of a residential design. All pole lights shall be positioned and directed so as not to directly shine onto any adjoining Lot or constitute a nuisance to any adjoining Lot Owner.

G. No exterior towers or antennas of any kind shall be constructed or permitted on any Lot or installed on any structure; however, television or radio antennas shall be permitted in the attic of a residential dwelling or structure.

H. Tennis courts or swimming pools shall be located only in rear yards and shall be at least twenty (20) feet from Lot lines. No above-ground swimming pools shall be permitted. Fences shall be permitted around tennis courts and swimming pools only if (i) required by City ordinance; and (ii) if they are black, vinyl-clad cyclone fences. Fences higher than 4 feet shall be permitted around tennis courts.

I. No trash receptacles or garbage cans shall be permitted to be placed outside of a building or a structure on any Lot unless hidden by an attractive screen or landscaping of suitable height and variety.

J. Any play sets erected shall be earth-tone in color, not exceed ten (10) feet in height, be properly maintained, and located only in the rear yard of a Lot.

K. No Outbuildings shall be permitted; provided, however, garden sheds shall be permitted so long as:

- i. They are no larger than eight feet by sixteen feet in size;
- ii. They are constructed with the same siding and roofing material as the home on the Lot or Building Plot and painted the same color as the home; and
- iii. They are not metal sheds but shall have the same appearance as the home on the Lot.
- iv. They are not closer than thirty (30) feet from the side and rear Lot lines

L. No manufactured, mobile or modular homes or buildings shall be placed on or erected on any Lot. No houses or buildings shall be moved into or onto any Lot. All homes and buildings shall be constructed in place on a Lot; provided, however, panelized construction of a home on a Lot shall be permitted.

M. 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, drive entrance columns, 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 and the setbacks shall be the same as

required by the City's Zoning Ordinance now or in the future. Lots shall also be subject to all setbacks, easements and restrictions shown on the plat of Northwood filed of public record. The following specific bulk requirements shall apply to the Property:

- i. Lot Area: Minimum of 12,500 square feet.
- ii. Lot Width: Minimum of 87 feet.
- iii. Front Yard Setback: Minimum of 35 feet.
- iv. Rear Yard Setback: Minimum of 35 feet.
- v. Side Yard Setback: Minimum of 9 feet on one side yard with a total of 19 feet for both side yards.

N. Items such as garbage cans, clotheslines, lawn or garden equipment, building materials and other similar items shall be stored out of public view. Garbage or trash receptacles may be placed curbside the evening before pick-up and shall be returned to acceptable storage out of view by the evening of the day of pick-up. Firewood shall not be stored on the front or side of a house. Firewood shall be neatly stacked behind the house out of sight from public view and shall not consist of more than one stack which shall not be in excess of 4' x 4' x 8' in size. Furthermore, any repair of motorcycles, automobiles, vehicle, boats or equipment shall be done completely out of public view.

O. No vehicles offensive to the neighborhood shall be stored, parked or abandoned on any Lot or street. Nothing in this paragraph, however, shall prohibit the parking of usual and customary construction equipment and vehicles during the time construction takes place on a Lot or street.

P. Upon taking possession of a Lot, Owners agree to comply with all erosion control requirements applying to their Lot, including but not limited to the following:

- i. Owners, their agents, assigns, heirs and/or building contractors shall take all necessary precautions to properly and lawfully manage storm water runoff; to prevent, stabilize, and/or control erosion; to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot; and, in the event any of the above requirements are not met, to promptly clean up all eroded sediment and to restore all affected areas to their original

condition and take all remedial steps required pursuant to applicable law, including City of Johnston requirements;

- ii. Owners shall comply with all applicable Federal, State and local erosion control ordinances and permits which pertain to the Lots, including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No. 2 (“the Permit”) and having in place a Storm Water Pollution Prevention Plan (commonly called “SWPPP”) as required by the E.P.A;
- iii. If the Declarant or a Lot Owner is cited for or notified about an alleged violation of any erosion control provision, or storm water management requirements which occurs after an Owner takes possession of a Lot, by a governmental authority, including the City of Johnston, for a condition existing on or coming from the Owner’s Lot, or migrating beyond the Lot, or other violation of law, the Owner shall promptly take the required remedial action and corrective measures requested by the governmental authority and the Owner shall also indemnify and hold the Declarant harmless from and against any and all claims, damages, fines, attorney fees, assessments, levies and/or costs incurred by the Declarant related to the citation or notice caused by the Owner’s action or inaction; and
- iv. If in the opinion of the Declarant erosion is not properly controlled, corrective action may be taken by the Declarant, and an automatic easement granted to implement the corrective action, and the actual costs thereof plus an administrative fee, as determined by the Declarant, shall be assessed against the offending Lot.

Q. Drainage and water runoff from an Owner’s Lot shall not adversely affect any other Owner, Lot or street and each Owner shall indemnify and hold harmless all other Owners, the Declarant from and against any and all damages or liability caused by an Owner’s violation of this paragraph regarding drainage and water runoff.

R. There shall be no signs posted on or within Northwood except those approved by the Declarant and except reasonable “For Sale” signs maintained by Declarant or any agents or brokers regarding sale of Lots by

Owners. In no event shall any sign permitted by this paragraph be placed on any City right of way.

S. There shall be a limited noise level of thirty (30) decibels allowed to be emitted from any Lot when measured from any other Lot. Exceptions shall be lawnmowers, snow blowers, chainsaws, or other standard exterior maintenance equipment and construction work, for which levels may reach sixty (60) decibels but only between 6:00 A.M. and 10:00 P.M.

T. There shall be no parking on any of the streets in Northwood except when required during snow removal from driveways or during repair or repaving of driveways or parking areas. Temporary or short term parking to accommodate guests of Owners or for other valid temporary reasons shall be allowed for periods of not more than 24 hours, subject to regulations established by the Association.

U. Any chemical, fertilizer, herbicide or pesticide that may be used on any Lot shall be maintained, applied and disposed of in an environmentally responsible and lawful manner. Declarant reserves the right to ban or further regulate any chemical fertilizer, herbicide or pesticide pursuant to rules and regulations adopted by Declarant.

V. No hunting, trapping, shooting of wildlife or discharging of firearms or use of bow and arrows shall be allowed in Northwood.

W. There shall be no recreational snow-mobiling or motorized off-road vehicle use or all-terrain vehicles use within the Property except directly to or from an Owner's residence and a destination outside of the Property. Such vehicles, however, may be used for the conveyance of emergency supplies or emergency transportation.

X. No person shall change the grade or elevation of any easement area within the Property reserved by the Declarant or dedicated to the City or other entity nor construct any fence or place any obstruction on or over the easement area.

Y. No redwood, cedar, steel, aluminum or vinyl siding or composite or masonite board shall be allowed to be used for siding on any home or garden shed Siding commonly known as "James Hardie Plank Concrete Lap Siding" shall be permitted as well as comparable concrete siding.

Z. No Lots, except Lots 12 to 16, inclusive, shall have driveway access to Valley Parkway.

AA. Pursuant to City of Johnston policy, a pedestrian sidewalk shall be required over Lots in Northwood; provided, however, that construction of the sidewalk shall be deferred until such time as a home is constructed on a Lot. The responsibility to construct the sidewalk shall rest with the then titleholder of Lots.

BB. Declarant shall install landscaping and an irrigation system as well as lighting within portions of Lots 1 and 50 on N.W. 70<sup>th</sup> Avenue in order to ensure for marketing purposes that there shall be a pleasing appearance to Northwood as motorists enter on Peckham Street from N.W. 70<sup>th</sup> Avenue. Declarant shall be responsible for the maintenance of such improvements until Declarant elects to cease maintenance at which point the Owners of Lots 1 and 50 shall be responsible to maintain the improvements and share equally in the cost of such maintenance if the two Lot Owners wish to continue the improvements.

#### IV. REVIEW OF BUILDING PLANS

No structure shall be erected upon any Lot until site plans and building plans have been first submitted to the Declarant and found in compliance with these Covenants and the Architectural Standards attached hereto as Addendum A, and hereby made a part of these Covenants, and approved in writing by Declarant.

#### V. 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 or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other common domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall the number of dogs or cats or other domestic pets be maintained on any one Building Plot or Lot at any one given time exceeding the limit established by the ordinances of the City. Dogs shall be kept in strict accord with the applicable leash ordinances of the City. Owners of dogs and cats or other pets shall promptly clean up after their pets, including droppings in the Owner's yard, droppings on sidewalks, streets, or other Lots.

Pet enclosures shall be located only in rear yards and shall be at least twenty (20) feet from any Lot lines. Said enclosures shall be constructed of black, vinyl-clad cyclone fencing, and fully screened with landscaping (preferably evergreens).

VI. LANDSCAPING AND CARE.

When dwellings are completed, all Building Plots or Lots shall be fully sodded, from the front Lot line to the rear Lot line except where the topography or tree cover does not make sodding practical; provided, however, that in lieu of sodding, the rear yard area may be “terra-seeded” by a recognized company approved by the Declarant incorporating at least a one inch mulch application.

When dwellings are constructed on a Building Plot or Lot, the following trees must be planted thereon unless such trees are already in place: A minimum of two (2) two-inch caliper trees shall be planted in the front yard.

VII. WEED CONTROL.

The Owner and/or person in possession of each Lot, whether vacant or improved, shall keep the same free of rubbish, trash, weeds, and debris. If said Owner or person in possession fails to keep a Lot free of rubbish, trash, weeds and debris as required in this paragraph and is in receipt of written notice delivered by certified mail from Declarant or by any Lot Owner within seventy-five (75) feet of such Lot, to cut such weeds and remove such debris within ten (10) days but has failed to take appropriate corrective action, the Declarant or the Lot Owner giving such notice, as the case may be, may enter upon the Lot or Outlot to cut or cause to be cut such weeds, or to remove or cause to be removed such rubbish and/or debris, and said Declarant or Lot Owner shall have a right of action against the Owner of such Lot for collection of the cost thereof, including the right to assess the cost against the offending Lot.

VIII. EXISTING TREES

The knocking down or cutting down of trees or saplings shall be limited to the absolute minimum needed for construction on a Lot or the removal of diseased, damaged or dead trees. Established trees removed for construction shall be only those directly on the structure site or not greater than twelve (12) feet from the structure or from any road or driveway. Any Owner desiring to fell or cut down any tree on a Lot must obtain prior written permission from the Declarant after submission of an acceptable tree removal plan, including a plan for tree replacement.

IX. TEMPORARY STRUCTURES OR EQUIPMENT.

No building or structure of a temporary character or any vehicle, including but not limited to trailers, recreational vehicles, motor homes, basements, tents, shacks, garages or Outbuildings shall be constructed or used at any time as a residential dwelling on any Building Plot or Lot either temporarily or permanently.

X. RECREATIONAL EQUIPMENT.

No recreational vehicle, all-terrain vehicle, motor home, boat, snowmobile, motorcycle, personal water craft, or trailer or similar devices may be parked or stored upon any Lot for more than seven (7) days during any calendar year, unless the same is located in a garage.

XI. COMMERCIAL ACTIVITY PROHIBITED.

No home occupation or business, nor any commercial activity, shall be conducted on any Building Plot or Lot, except as permitted by the City Zoning Ordinance.

XII. EASEMENTS.

The Property is subject to easements for installation and maintenance of utilities, landscaping, and drainage facilities shown on the recorded plat of Northwood or by separate easements recorded at the time the Final Plat of Northwood is filed. The Owner and/or a person in possession of a Building Plot or Lot shall, at his or her expense, maintain, keep and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building or structure of any kind, nor permit any growth of any kind within said easement which might interfere in any way with the use and patrolling of any of the utility services landscaping or drainage within the easements or contemplated to be installed within the easements in the future and fully comply with all of the terms of said easements.

XIII. MAILBOXES.

Declarant shall have the right to establish written standards regarding mailboxes within the Property to ensure uniformity and to prevent distractions, subject to Ordinance Number 746 of the City of Johnston (Chapter 12.32 of the Johnston Municipal Code) and amendments thereto. These standards may include the color, type, style, lettering, nature and location of mailboxes. The United States

Postal Service, however, may now or in the future establish rules and regulations which may require Declarant to modify the mailbox standards.

#### XIV. ASSESSMENTS

A. Future City Improvements.

Declarant acknowledges that the City in the future may wish to construct and install public improvements on or adjacent to the Property for items such as sanitary sewer lines or public streets or any other improvements authorized by Chapter 384 of the Iowa Code and to specially assess the Property for the cost thereof.

B. Agreement Concerning Special Assessment.

Declarant by the execution of this Declaration expresses its consent, desire and agreement that special assessment improvements constructed for the benefit of the Property as described in subparagraph A above in the future may be levied against the entire Property and each Lot therein, except for streets, on an equal basis.

C. Proximity of Public Improvement.

The City may assess each Lot equally within the Property despite the fact that Chapter 384 of the Iowa Code or court decisions would otherwise impose a limitation in connection with the proximity of the public improvements to the Lot being assessed. The Declarant, as well as all subsequent purchasers, successors in interest and assigns, and Lot Owners within the Property hereby waive any objection to the legality of the City spreading special assessments equally among all Lots within the Property to the extent that the City is otherwise legally able to specially assess the Property in the future pursuant to Chapter 384 of the Iowa Code.

#### XV. ENFORCEMENT OF COVENANTS.

The Covenants shall be deemed to run with the land to which they apply, and the Declarant or any Owner may bring an action in any court of competent jurisdiction to enforce these Covenants and enjoin their violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity.

XVI. AMENDMENTS TO COVENANTS.

So long as Declarant owns any Lots within the Property, it shall have the absolute right to make amendments to this Declaration in order to correct any deficiencies or errors; address any oversights; clarify any provision thereof; or to carry out the intent of this Declaration or to address development issues not contemplated at the date hereof, or address issues raised by the City of Johnston, all without the necessity of obtaining any approval or consent of any Lot owner or any other person.

XVII. PERIOD OF COVENANTS.

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 1<sup>st</sup> day of June, 2028, unless amended by an affirmative vote of two-thirds (2/3) of the Lots within the Property (with each Lot entitled to one (1) vote). Any Lot Owner or Declarant or its successor in interest shall be vested with authority to file any extension of these Covenants, Conditions and Restrictions with the Polk County Recorder if required by law to extend them beyond their initial twenty-one (21) year term.

XIII. ENFORCEABILITY AND WAIVER

- A. 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.
- B. All Property subject hereto shall also be subject to any and all rights and privileges of the City or acquired or hereafter acquired by the City by dedication, conveyance, filing or recording of plats or covenants as authorized by law. Wherever there is a conflict between these Covenants, Conditions or Restrictions and/or the zoning ordinance or law of the City, County or State, wherein the Property is located, that requirement which is the most restrictive shall be binding.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

**D & E PROPERTES, L.L.C.**

By: \_\_\_\_\_

Thomas V. Dean  
Member/Manager

STATE OF IOWA     )  
                                  ) SS  
COUNTY OF POLK    )

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary Public in and for the said State, personally appeared Thomas V. Dean, to me personally known, who being by me duly sworn did say that that person is Manager of D & E Properties, L.L.C., that said instrument was signed on behalf of the said limited liability company by authority of its members and the said Thomas V. Dean acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My Commission Expires \_\_\_\_\_



## **ADDENDUM A**

### **ARCHITECTURAL REVIEW PROCESS**

The Declarant will review all designs, plans and construction for:

- Consideration of primary site design issues.
- Sensitivity to the special landscape potential of the homesite.
- Compatibility in architectural design.
- Compliance with Covenants, Conditions and Restrictions applying to Northwood.

These Guidelines have been created to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings and specifications. These Guidelines may and will be changed from time to time by the Declarant to meet the spirit and intent of the Declaration of Covenants, Conditions and Restrictions for Northwood.

By encouraging quality and attention to detail, the aesthetic harmony as well as natural tranquility and overall property values in Northwood should be enhanced and preserved for the benefit of all present and future homeowners.

As long as Declarant owns any Lot in Northwood, this review process shall be conducted by Declarant.

### **ARCHITECTURAL STYLES**

These Guidelines are not intended to dictate specific architectural styles that must be used within the community, but rather to give property owners, their architects or designers a set of guidelines that will make the entire community a more attractive place in which to live. These Guidelines are created to encourage a community of individual outstanding architectural statements that, when viewed together, produce a pleasant environment.

Architectural designs should be customized for each homesite to maximize the natural features that exist, especially the heavily wooded nature of the area. Traditional styles such as Colonial, English Country or French Country are preferred. Contemporary styling is also acceptable when it is consistent with traditional features such a rooflines and materials.

## **INTENT OF DECLARANT**

Northwood is designed to be a unique community of homes. The community's Covenants, Conditions and Restrictions do not list specific design items necessary for plan approval. Rather, the power to approve or disapprove individual building plans is the responsibility of the Declarant. The Declarant does not seek to restrict individual creativity or preferences, but rather to maintain within the overall community the aesthetic relationship among homes, natural amenities, the wooded areas, and surrounding neighbors.

The Declarant will use these Guidelines for the purpose of review but may individually consider the merits of any design due to special conditions that, provide benefits to the adjacent areas, the specific site, or to the community as a whole.

Prior to the commencement of any construction activity, including any grading or excavation, an APPLICATION FOR APPROVAL of such work must be submitted by the Lot Owner or their representative to the Declarant. Applications are available from the Declarant. Approval by the Declarant must be received in writing prior to the start of any clearing, grading or construction. The authority to approve or disapprove building and landscape plans is set forth in the Covenants, Conditions and Restrictions for Northwood.

## **DESIGN REVIEW PROCEDURE**

### **Pre-Application Research**

The Lot Owner is responsible to acquaint his or her building team with the Declarant, these Guidelines and the process for approval.

The City of Johnston has jurisdiction over Northwood. The City should be contacted at the beginning of the planning process to insure compliance with its requirements. Compliance with all governmental regulations is the obligation of the Lot Owners.

### **Preliminary Design Review**

To establish the design concept, the owner or designer may meet informally with the Declarant to discuss and consider approaches, ideas, designs, and to review any preliminary design sketches which they may have had prepared. If the owner so chooses, a submittal of the exterior elevation drawings and a site plan showing existing grades, property lines, and building setbacks should be provided for a preliminary review. After the preliminary review of the materials and design concept, the Lot Owner or his or her representative must submit a final set of blueprints (working drawings), a detailed site plan of the home and a landscaping plan showing type, size and quantity of plant material, for the final design approval.

The Lot Owner may elect to waive the preliminary review and go directly to the submittal of a final plan; however, the Declarant strongly encourages those who are building in the community for the first time to prepare a preliminary design for review. These Guidelines outline the basic requirements and characteristics of design employed by the Declarant in reviewing (and approving) plans, including architectural, site, and landscaping.

**For the Declarant to begin the preliminary design review, a submittal package for preliminary design review should contain one (1) set of the following:**

- a) Floor plans, drawn to  $\frac{1}{4}'' = 1'0''$  scale.
- b) 4 exterior elevations, with enough detail to allow the Declarant to make an effective review of the plan. Items that should be included in the elevation drawings are: Identification of exterior materials, roof pitches, window and door treatments, decks, chimneys, posts and railings, etc.

NOTE: Items “a” and “b” may be in sketch form, that is, drawings of a preliminary nature, and need not be totally dimensioned and detailed, although room sizes and overall building dimensions should be included.

- c) A site plan drawn to scale of  $1'' = 20'$ , showing:
  - Property lines.
  - Contours, existing grades, proposed finish grades and drainage plan including ditches, swales and storm water retention areas.
  - Home location and setbacks.
  - Driveway and turn-around locations and dimensions.
  - Culverts, pipes, headwalls, the standard curb cut and mailbox location, sidewalks, patios, and A/C and garbage enclosure locations.
  - Proposed top of foundation and basement floor elevations.
  - Rear deck size and location.
  - All trees 6” in diameter and larger as measured 4’ from ground level and designating those which must be removed.
- d) The Application for Approval form.

### **Final Design Review and Approval.**

The design review procedure is structured to achieve a prompt review period from the final plan submittal to final plan approval. This procedure is as follows:

- a) Submit one (1) set of final plans as further defined below in paragraph f, two copies of the Application and a processing or application fee of \$1,500.00. \$1,000.00 of this fee is held as an expense reimbursement deposit (non-interest

bearing account). In the event the Declarant must expend funds in order to cure an Owner's failure to meet its obligations under the Covenants, this \$1,000.00 will be drawn upon to reimburse the Declarant for such expenditures. Any balance remaining upon completion of construction will be refunded to the Owner.

- b) Submit the exterior color scheme and material selections and brick and siding samples.
- c) If the Declarant, or the applicant so desire, meetings between the property Owner and/or his agent and the Declarant shall be held as soon as is practical to review the comments regarding the plans.
- d) When revisions of the items required to be modified are minor, the Lot Owner will be informed of the Declarant's action by letter. Plans needing to be extensively modified will require resubmittal. If the plans require no revisions, the Lot Owner will be notified of the approval by letter.
- e) **SITE INSPECTION:** Following plan approval and prior to construction, each Lot Owner or his agent shall request a site inspection for permission to clear the site once their home is staked in the field. Staking shall be done with a continuous ribbon defining configuration of residence and side property lines. Any individual trees to be removed outside the ribboned area shall be ribboned individually or in groups. Inspection shall be made within three (3) working days, weather permitting, of the request. Authorization to proceed with grading and construction operations will be issued immediately thereafter, provided the staking complies with the approved plans.
- f) **CONSTRUCTION PLANS:** Final plans should be submitted on adequately sized sheets, be in the order as stated below, and consist of the following information:

SHEET ONE: SITE PLAN 1" = 20' (minimum scale)

- Show the existing topography and the proposed finish grades. The grading plan must include all drainage information including swales, storm water retention areas and ditches. This grading plan will need to be approved by the Declarant before any earth is moved on the property.
- First floor and basement floor elevations must be shown with respect to the size and grades.
- Indicate driveway widths, drainage culverts, pipe and headwalls, standard curb cut, mailbox location, sidewalks, patios, air conditioning and garbage enclosure locations. The standard curb and mailbox detail are available from the Declarant.
- Show rear deck size with stairs to the lower grade.
- Indicate the garage back-up distance, at least 28' (30' recommended), with a minimum of 3' between the edge of the driveway and the property line.
- Show any extreme site conditions including terrain, trees to be retained and trees to be removed on the plan.

- Show all the proposed structures, improvements and the proposed and actual setback lines.
- Landscape plans must be submitted no later than the time the house goes under roof, but are encouraged to be submitted with the site plan. The landscape plan should show the name, size, spacing, quality and quantity of plants to be planted drawn to scale and spaced to scale. A plant list is required designating the proposed landscape material.
- Show the lengths, designs, height, finish and location of retaining walls. Walls are encouraged to be concrete and faced with the same finish as the exterior wall material of the home.
- Attach the application form to the upper left corner of Sheet 1. All forms should be completely filled out and signed. Exterior color scheme and material selections must be submitted with the plans.

**SHEET TWO: BASEMENT PLAN: 1/4" = 1'0"**

- Walkout basements must indicate windows, doors, patio areas, stoops, deck columns, retaining walls, and all interior spaces.
- All floor plans are to correspond with the site plan's orientation.

**SHEET THREE: FIRST FLOOR PLAN: 1/4" = 1'0"**

- Indicate decks, patios, stoops, retaining walls, trash enclosures, air conditioning screening, front entry step sizes, materials and finishes, driveway areas and all interior spaces of the first floor.

**SHEET FOUR: SECOND FLOOR PLAN: 1/4" = 1'0"**

- Indicate lower roof projections, roof overhangs, chimney locations and all interior spaces.

**SHEET FIVE: ROOF PLAN: 1/4" = 1'0"**

- Indicate all roof areas and corresponding slopes.

**SHEET SIX AND SEVEN: BUILDING ELEVATIONS: 1/4" = 1'0"**

- Building elevations should be drawn along with floor plans to match the site plan orientation.
- Articulate all elevations, including hidden elevations, with finishes, window types, trims, and fascia details. Show the proposed finish grades against elevations, garbage screens, air conditioning location, screens, decks, rear stairs and the maximum height from the first floor to the uppermost roof peak. Also show exterior post and rail system details.

SHEET EIGHT: SPECIFICATIONS AND SCHEDULES: Scale is required.

- Final construction specifications may be included on drawings or in book form on 8 ½” x 11” sheets.
- The Declarant will retain the final drawings for a maximum period of one hundred eighty (180) days subsequent to approval. If work has not started or a continuance not received by the owner or owner’s agent within the above time period, the approval will then automatically expire.
- A realistic construction schedule shall be provided as to the start and finish dates of construction. This should be submitted when final plan approval is obtained.
- Contractors are reminded of the requirement to keep sites clean. **Weekly clean-up is required.** The street right-of-way is also to be maintained and kept free of mud and debris. Silt fencing must be installed to prevent runoff into the street or onto neighboring property. If sites are not kept up or any damage to adjoining property occurs through the construction process, the owner will be notified by phone or letter of the violations by the Declarant. Owners or their contractors will have three days to respond before the work is performed by the Declarant, the cost of which will be collected from the owner or contractor or assessed against the owner’s lot as permitted by the Covenants.

## **CONSTRUCTION**

The Declarant will promptly offer its comments on the preliminary review. Upon final design approval, the plans will be ready for building permit application to the City and commencement of construction.

In addition to the final design approval from the Declarant, the Lot Owner must obtain a building permit from the City. Staking of the home prior to clearing and construction must be done in accordance with the site inspection requirements noted above.

## **PROCEDURAL FLOW CHART**

The following flow chart represents the steps necessary to building a residence. Any deviation from these procedures could cause unnecessary delays or additional costs if approvals are not obtained prior to construction.

Submit Application with the required supporting materials and fees.

Declarant meets to review the application and supporting materials.

Letter is sent to applicant indicating approval of application

Building process begins.  
Contact OneCall for location of Underground utilities.

Follow-up inspections are made by the Declarant.

## **REMODELING AND ADDITIONS**

Remodeling and additions to existing improvements are required to meet the same criteria as new construction. All criteria concerning aesthetics, color, site location, architecture, landscaping, grading and excavations, roofs, height limit, solar collectors, satellite television, setback, lighting, hot tubs and spas, pools, etc. will be of significant concern to the Declarant. Approval is required for this work just as it is for new construction.

## **LANDSCAPE**

A strong emphasis is placed on landscaping in the architectural review process. Quality landscaping is important to both the appearance of each individual home and the overall continuity of the community.

To insure that the overall beauty of the community is preserved and enhanced, the Declarant has the authority to approve or disapprove landscape plans for individual residences.

The determining factor of good landscape design should always be the architecture and location of the residence. The Declarant will take into account the various relationships between the home, the site, and adjacent homes, views, and other amenities in making decisions regarding prospective landscape plans.

Landscape plans should be fully detailed and accurately drawn to an appropriate scale on a full-sized site plan. The plans should clearly show contours and elevations, drainage, and all pertinent site and architectural information including an accurate outline of the building with doors, windows, stoops, decks and other features accurately located and drawn. The particulars of outdoor surfaces such as walks, decks, patios, driveways, courtyards, etc. should also be specified. If spas or retaining or head walls are to be installed, architectural drawings of installations must be provided with a listing of the materials to be used.

The Declarant, has recommended various plant types to be used in the landscape plans. These plant materials have been selected because of their traditional influence in Iowa and their desirable characteristics for the entire community.

Upon selection of plant materials, the Lot Owner shall provide complete plant nomenclature for positive identification of these proposed materials. The sizes, in standards nursery “range of size” description should be given as well as the quantities of plants of each type proposed to be used in each planting group.

Any building plans shall clearly identify acceptable means for protecting trees from damage during construction and an Owner and his or her contractor or builder shall be responsible to implement the tree protection plan and to take any corrective action required by the Declarant.

#### **VACANT HOMESITES**

Some Lot Owners may elect to not start construction in Northwood for several years. While vacant, these homesites must be kept clear of dead material (including trees), fallen branches, debris, and other vegetation not compatible with other lots. Maintenance of a manicured lawn (sod) will not be required prior to building but yard areas must not restrict views from the street or adjacent homesites.

Existing grass and lawn areas must be trimmed or cut to a height of 6” or less and be clear of all weeds and unsightly vegetation. Any removal of trees must be reviewed by the Declarant prior to extraction. Failure to maintain property in an acceptable condition will result in notification to the Owner by the Declarant of the infraction. The Owner will have five days to complete the corrective work. If the Lot is not properly cleared or maintained, then the Declarant shall have the right to have the work performed at the expense of the Owner or assessed against the Owner’s Lot as permitted by the Covenants.

#### **SITE DEVELOPMENT**

The Declarant will consider each site independently, but will give extensive consideration to the individual impact of each plan upon adjacent homesites and view corridors. Care must be taken to locate each structure, whenever possible, so as not to infringe upon view corridors, adjacent structures and homesites and natural amenities of the land.

Special consideration should be given to the topographical features of the homesite. It is important to the community that homes are located on the property in a manner that does not adversely affect views from the adjacent homes. Proper treatment must be given to the site's natural amenities including existing vegetation, environmentally sensitive areas and drainage channels. Driveway access and the height of structures will be studied closely by the Declarant.

## **SITE PLANNING**

The siting of a house is a critical and important design decision. The site plan concept developed for each homeowner should reflect functional needs, but also be sensitive to the site's unique characteristics and inherent design opportunities.

Site surveys and topographical information are the responsibility of the Lot Owner. The Owner is encouraged to use a surveyor to obtain this information, and also to plot significant trees and site conditions.

**Site and drainage plans will be closely studied to insure that proper storm water retention areas and/or diversion routes are designed to prevent run-off into sensitive areas or other homesites.**

## **GRADING AND EXCAVATING**

The design and development concepts of Northwood call for the maintenance of the existing grades in as much of the original condition as possible.

The Declarant is particularly conscious of site utilization and desires not to disrupt the natural terrain in most cases. Whenever possible, structures should be designed around the specific homesite. It is important to remember that the beauty of the development is the land and its natural features and that the architecture should complement and enhance rather than compete with or destroy this beauty.

In order to help insure compliance with the above philosophy, as part of the final design submittal, a grading plan will be required. Grading approval must be obtained from the Declarant before earth is moved or removed from a specific homesite. Absolutely no grading whatsoever shall be permitted without first obtaining this authorization.

All grading reviews shall be subject to the jurisdiction of the Declarant and shall be considered individually for each lot. Recommendations or demands will be based upon individual homesite locations, terrain, soil conditions, drainage, cuts and fills, and whatever other conditions the Declarant feels impact upon the site grading design.

## **DRAINAGE**

Drainage considerations for individual sites play an important part of the overall ecological balance of the site. Water runoff for each individual building site must be handled by adequately sloping all area so that runoff can be directed to the natural drainage areas or to storm drainage facilities.

## **DESIGN CRITERIA**

It is desirable for the homes to exhibit the individuality of their owners as well as the characteristics of the selected architectural style. But it is also important that they observe basic design principles inherent in good architecture:

- Is the residence located on the site with a minimum disruption to the natural topography, wooded area, and landscape?
- Will the various building materials allow a pleasing and harmonious exterior appearance for the residence?
- Are the colors appropriate and used with restraint?
- Is there a consistent scale used throughout the design of the residence?
- Is each element designed in proportion to the others?
- Are the specific features of the architectural style well developed and carefully detailed?
- Have these features been researched to achieve a degree of authenticity?

## **BUILDING SETBACKS**

The City has established minimum standards for building setbacks for various types of residential structures and Lot Owners shall comply with the City requirements.

## **MAILBOXES**

The Declarant will control the selection, location and construction of all mailboxes for residences within Northwood. Standardized mailboxes as established by the Declarant are the **ONLY** style that is approved for use. The Declarant will provide and install the mailbox at completion of construction, and the Lot Owner shall be responsible for paying the mailbox fee as set by the Declarant.

## **WALLS AND FENCES**

Walls and fences should be considered as an extension of the architecture of the residence. They should serve to make a transition between the mass of the architecture and the natural forms of the site. All walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views. Fences, walls and hedges should

be considered as design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, as well as to assure security and privacy elements. Walls and fences will not be allowed to serve as perimeter fencing. If the homeowner desires some screening of his boundary, he shall use natural bushes or shrubs, as approved by the Declarant.

All walls and fences must be approved by the Declarant or Committee prior to their installation. Maximum height for walls and fences is four (4) feet.

Retaining walls which attach to the residence should utilize the same materials that the wall comes in contact with. Landscape boulder retaining walls may be permitted.

## **EXTERIOR LIGHTING**

Lighting should be used to enhance the overall design concept of the home in an aesthetically pleasing manner. Exterior pool and landscape lighting must not infringe upon adjacent neighbors. Therefore, glare shields are requested to eliminate bright spots and glare sources. Exterior lighting should utilize low-voltage or similar non-glare direct task type fixtures and they should be as close to grade as possible. As no bare light bulbs are permitted to be shown, these shields also help in bulb concealment. All lighting conduit and fixtures must be as inconspicuous as possible, especially by day if lights are above grade level. Exterior lighting must meet all City building codes and must be approved by the Declarant prior to installation.

## **TENNIS COURTS**

Tennis courts must be located so that they will not infringe upon view corridors. Courts should be naturally screened from adjacent homesites and windscreens should be kept to moderate heights.

A plot plan showing the tennis court location shall be subject to review showing any and all proposed grading and screening. Design and color of fencing materials should blend naturally into the surrounding area and plant materials should be added where necessary to soften the visual impact. Surface colors must be approved. Night lighting of tennis courts is permitted if the light does not intrude on adjacent property. Tennis courts will be permitted only when they can be constructed so they do not constitute an intrusion upon the adjoining residents.

## **POOLS, THERAPY POOLS SPAS**

The location of swimming pools, therapy pools and spas (including hot tubs) should address the relationships between indoor and outdoor features, setbacks, screening and the site's terrain.

Above ground swimming pools are not permitted.

The size, shape and siting of swimming pools must be carefully considered to achieve a feeling of compatibility with the surrounding natural and man-made elements. Pool and equipment

enclosures must be architecturally related to the house and other structures in their placement, mass and detail. Pool decks at or within two feet of grade may encroach into setback areas, but not closer than 10' to any property line.

## **GARAGES**

Front loading garages are permitted; however, side-loading garages are encouraged. In either case, adequate screening should be provided.

## **GOOD DESIGN**

Terms such as “sound design” and “good taste” are difficult to describe and even more difficult to legislate. Good architectural design should incorporate architectural elements that have withstood the test of time, and each architect should strive to design a home that has integrity, continuity, and a sense of proportion.

The following elements are to be encouraged: Intelligent selection of details related to a well designed floor plan; sensitive interpretation of styles within constraints of budget and site; consistency of site planning, landscaping and architecture; and logical use of materials. Openings should be property paced and spaced, the home should be compatible with surrounding structures, and have well executed details that are consistent with the architectural style.

The following elements are to be avoided: harsh contrasts of colors and/or materials; illogical or inappropriate combinations of scale; poorly executed details and extreme interpretations of the components of each style.

## **DESIGN FEATURES**

- a) The main roof should be a minimum 8 vertical to 12 horizontal pitched roof, either gabled, hipped or a combination of the two. Roof forms should be well organized and demonstrate the same character on all sides of the residence. Shed roof forms are discouraged. Eave lines should align whenever possible. Eaves and rakes should be articulated by multiple fascia boards, cove and crown molds or gutters. Gutters and downspouts shall be used at all eave lines unless deemed inappropriate. All roof structures such as attic vents, plumbing vents, etc. should be painted to match the roof colors and be positioned behind the roof crown.
- b) Windows and doors should reflect restraint in the number of types, styles and sizes. Consistency of detailing on all elevations should be maintained.
- c) The main entrance should have a sense of prominence that is reflected on the design. It should include either a pair of doors with or without sidelights or a single door with sidelights. The main entrance should contain more detail than other openings but be consistent in styling.

- d) A raised deck and its supports should incorporate materials that relate to the residence such as brick, stucco or stone.
- e) Quoins, when utilized in the design, should be expressed on the side elevations as well as the front and on all elevations when used.
- f) Bay windows should be carried down to grade or express visual support of a cantilevered condition. When bay windows are stacked in a 2-story condition, the blank panel between all facets should be articulated.
- g) Masonry or stone facing used as veneer material on the front of a residence should return around a corner to a logical point of termination such as an inside corner. Ending the veneer at an outside corner that would expose the edge of the material is not acceptable. It would be preferable to carry the material completely around the residence.
- h) Flue pipes are required to be encased with a chimney enclosure. Roof vents and skylights should be on the rear side of the roof ridge.
- i) Chimneys should be properly located and substantial in mass. Chimneys should be designed with appropriate breaks for character.
- j) Dormers should be designed in keeping with the architectural style. Dormers must be correctly located on the roof and not be large or unproportional.

## **MATERIALS**

- a) Exterior walls may incorporate any of the following: brick, stucco, stone, or wood. Bricks should be earth-tone in color. Brick textures should not have contrived surfaces.
- b) Acceptable roofing materials are slate, tile, cedar shingles, cedar shakes, standing steamed copper, and heavy asphalt shingles.
- c) Windows and Doors; wood, vinyl-clad or aluminum-clad wood; glazing shall be clear or gray tinted only. NO reflective glass will be accepted.
- d) Redwood, cedar, aluminum, steel, vinyl, masonite or composition board are prohibited regarding house siding. Siding commonly known as “James Hardie Plank Concrete Lap Siding” or comparable concrete siding shall be permitted.
- e) Concrete or pavers should be used in the construction of all driveways and parking areas.

All color material selections will be reviewed during final design review. Colors and materials should be consistent with traditional architectural values.