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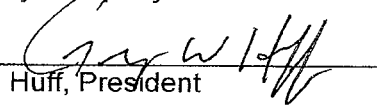
KAREN SCHWANEBECK, RECORDER
MARION COUNTY IOWA

Prepared by: Wesley A. Chaplin, 700 Main Street Ste 201, Pella, IA 50219; Phone: (641) 628-2383
Return to: Wesley A. Chaplin, 700 Main Street Ste 201, Pella, IA 50219

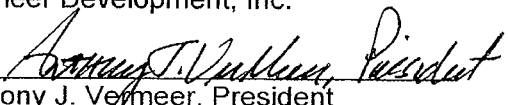
AMENDED BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS

Come now the majority owners of the lots in SpringView Development, namely, Vermeer Development, Inc., the owner of lots 9-14 in SpringView Development, and Wade Journey Homes, the owner of lots 1-7 and 17-24 in SpringView Development, and do hereby consent to the amendment of the Building Restrictions and Protective Covenants filed at Book 2018, Page 817. The attached Amended Building Restrictions and Protective Covenants are adopted in their entirety, and shall amend and replace the covenants previously recorded at Book 2018, Page 817. Said Amended Building Restrictions and Protective Covenants shall govern all lots in SpringView Development.

WJH, LLC, a Delaware Limited Liability Company

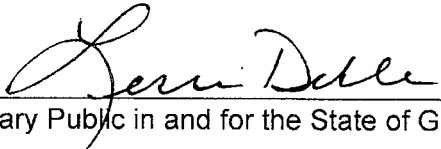
By: 
Greg Huff, President

Vermeer Development, Inc.

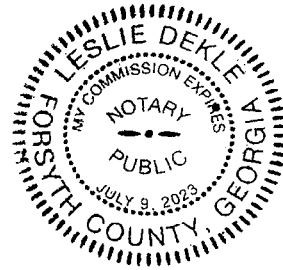
By: 
Anthony J. Vermeer, President

State of Georgia)
)ss
County of Gwinnett)

Subscribed and sworn to before me on this 20 day of November, 2020 by
Greg Huff, President WJH LLC, on behalf of WJH LLC.

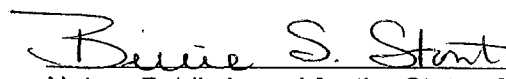


Notary Public in and for the State of Georgia

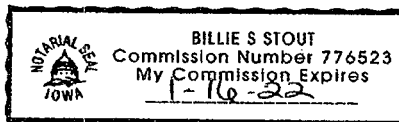


State of Iowa)
)ss
County of Marion)

Subscribed and sworn to before me on this 20 day of November, 2020 by Anthony
J. Vermeer, President of Vermeer Development, Inc. on behalf of Vermeer
Development, Inc.



Notary Public in and for the State of Iowa



SpringView

Building Restrictions and Protective Covenants

1. Designation of Use:

All lots shall be used and improvements constructed upon the same shall be for the sole intention of a private single-family home for residential purposes. No commercial activity shall take place on the property that would give reason for increased traffic or parked vehicles near residence, including activities that might otherwise be permitted by city zoning ordinances.

2. Dwelling Area:

No dwelling shall be constructed or permitted in this subdivision unless it meets or exceeds the following ground floor area requirements:

- A. One-story dwellings must have a ground floor finished area of not less than 1,200 square feet.
- B. One and one-half story dwellings must have not less than 1,000 square feet of finished area on the ground floor and a total second floor and ground floor of not less than 1,350 square feet of finished area.
- C. Two-story dwellings must have not less than 730 square feet of finished area on the ground floor and a total on the second floor and the ground floor of not less than 1,500 square feet of finished area.
- D. Split-level dwellings must have not less than 900 square feet per level of finished area.
- E. In the computation of ground floor area, the same shall not include porches, breezeways, or garages.

3. Design and Construction:

- A. Owner shall first submit plans to and receive written authorization from the developers before construction including building elevations and site plans.
- B. Seller reserves the right to match any estimate/quote on the following items during the construction of the dwelling from list of preferred vendors:
 - a. Excavation for concrete foundations.
 - b. Hauling of excavated dirt/soils.
 - c. Installing concrete foundations, driveways, floors, patios, shops, and sidewalks.
 - d. Providing and hauling of materials such as rock, sand, black dirt, or any grade material.
 - e. Providing concrete washout containers, roll-off garbage and debris containers.
- C. No mobile, modular, or manufactured home as defined by the Code of Iowa or temporary structure of any kind shall be placed on or erected on any lot at any time, including during construction.
- D. No building shall be erected on any lot nearer than the building setback lines as set for by City Code.
- E. All buildings shall be constructed of new materials, with the exception of recycled brick or antique glass, on a poured concrete foundation.
- F. Exterior home surfaces of the dwelling shall be rock, brick, wood, vinyl, or other conventional siding material, and exterior siding which shall blend harmoniously with the site and other houses in the development.

- G. The front of the house shall have brick or stone wainscoting a covering minimum of at least twenty percent (20%) of the square footage of the home facing the street. No corrugated metal roofing or pole barn type vertical siding is permitted on any structure.
- H. All building structures or improvements must be completed within twelve (12) months of the commencement date of construction.
- I. The front yard, side yard, and rear yard shall be fully seeded or sodded within six (6) months after construction on the residential dwelling concludes.
- J. All construction operation shall be confined to the lot on which construction is in progress. Excavation and filling shall be done in a manner such that natural drainage is not altered to the degree that damage is caused to adjacent properties. The owner of the lot is solely responsible for ensuring that any construction fully complies with the requirements of any state, local, or federal governmental agency or entity relating to silt erosion. Prior to the pouring of any foundation and/or basement slab the soil shall be tested at the owner's expense. The owner of a lot under construction shall be liable for any damage to neighboring lots which occurs as a result of run off or erosion during construction.
- K. Excess dirt from excavation shall be hauled away at the lot owner's cost, or used only as part of a graded landscape plan.
- L. All dwellings shall have a minimum of a two-car attached garage.
- M. All lots must have a driveway running from the street to the dwelling, which must be of sufficient area to park at least two (2) cars completely off the street. All driveways shall be constructed of concrete with a minimum of four inches (4") thick, and twenty-two feet (22') in width.
- N. Excluding the dwelling residence, the only additional structures permitted shall be detached garages, appurtenant thereto, gazebos or similar ornamental or decorative structures or an auxiliary detached garage building not exceeding forty feet (40') in width and length. Said structures shall use and incorporate the design elements and materials utilized in the construction of the dwelling residence, to maintain harmony of design and materials.
- O. Any dog run, pet kennel, or trash receptacle shall be properly screened by reasonable shrubbery, decorative fence or both.
- P. No above-ground pool or non-permanent swimming pool shall be permitted on any lot other than one toddler wading pool per dwelling to not be in sight from the street or neighbors for more than thirty (30) consecutive days. Any permanent, in-ground pool shall only be permitted if surrounded by a fence, six feet (6') in height, which shall secure the pool area.
- Q. An owner of a lot shall commence construction of a dwelling/residence upon the lot within twelve (12) months of the date of closing on the purchase of said lot.

4. Sidewalks:

The purchaser of a lot shall, at the owner's expense, install public sidewalks in accordance with specifications of the City of Pleasantville. Sidewalks must be installed within fourteen (14) days of a structure being completed on said premises and are the sole responsibility of the buyer.

5. Fences:

- A. Appropriate fences may be constructed and maintained but only in backyards provided said fences do not exceed six feet (6') in height.
- B. No barbed wire, chain link (unless black vinyl clad), snow, or temporary fences are permitted.
- C. Any fence constructed shall be made with ornamental wood, vinyl, or decorative iron with finished side facing neighboring lots.

6. Towers and Antennas:

No towers or antennas of any kind shall be constructed, modified, or permitted on any lot. However, television and radio antennas are permitted on dwelling or garages at a height not exceeding fifteen feet (15') above the roof line.

7. Satellite Dishes:

Satellite dishes are permissible, if attached to the dwelling or garage, but must be properly screened from view of the street and other residences by reasonable shrubbery, decorative fence or both.

8. Temporary Structure or Equipment:

- A. No building or structure of a temporary nature, trailer, basement, tent, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any building plot, either temporarily or permanently.
- B. No tent, trailer, boat, camper, motorhome, commercial vehicle or other moveable vehicle of any type or temporary structure shall be parked so it is visible from the street for more than thirty (30) total days within any calendar year.
- C. At no time may any vehicle, trailer or camper be parked or maintained in the yard of any lot. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any lot, except inside a garage or dwelling.

9. Utilities:

- A. All utility connection facilities and services shall be underground. No individual water supply system or individual sewage disposal system shall be permitted on any lot.
- B. Sewage lagoons shall be prohibited.
- C. Any propane tanks shall be underground or properly screened by reasonable shrubbery, decorative fence or both.
- D. Water lines, electric lines and other utilities shall be installed, as necessary, at the lot owner's expense.

10. Nuisances:

- A. No public address systems, radios, stereos, etc. will be operated for either voice or music at a sound level that is disturbing to other property owners.
- B. Excessive or obnoxious outdoor lighting that might infringe on the privacy or enjoyment of other lot owners is prohibited.
- C. The owner of each lot, improved or unimproved, vacant or occupied, shall keep the lot or lots free of noxious weeds, debris, garbage, and other offensive or unsightly materials, and shall, except prior to and during the period of construction, keep the lots seeded and sodded which

shall be maintained at a height of not more than eight inches (8"), distinct ornamental plantings excepted.

- D. Each owner agrees that after written notice given by certified mail or delivery in person to such owner or person in possession by any property owner owning property within five hundred feet (500') of such lot, such weeds shall be cut and/or such debris shall be removed within fourteen (14) days. If the property owner fails to comply, the noticing property owner may enter upon the property to cut such weeds, or to remove such debris, and shall have a right of action against the owner of such lot for collection of the cost thereof. The owner of the lot shall pay all reasonable costs to remedy the nuisance.

11. Rubbish Containers:

All garbage and other waste shall be kept in clean, sanitary and fire-safe rubbish containers, which shall not be visible from the street, excluding trash collection days.

12. Open Burning:

No open burning of trash or garbage shall be permitted; except however, burning of leaves, tree limbs, and other organic materials grown on the premises is permitted unless otherwise banned by State, County or local ordinances. All burning activities must comply with City Code.

13. Pets and Animals:

No birds, animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot; except however, pets and domesticated animals be kept under the following limitations:

- A. The total number of pets and domesticated animals of any species is limited to three (3) per lot.
- B. Pets and domesticated animals may be kept only for use as pets or for recreational exhibition, and shall not be kept, bred, or maintained for commercial purposes.
- C. Pets and animals of any kind shall not be permitted to run loose.

14. Easements:

Reserved for installation and maintenance of utilities and drainage facilities and for continuous police and fire protection.

15. Subdivision:

No lot shall be subdivided without the prior written consent of the developer.

16. Duration and Renewal:

These covenants and restrictions are to run with the land and shall be binding for twenty (20) years from the date of this consent, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and restrictions in whole or in part.

17. Invalidation:

Invalidation of any one of these covenants and restrictions by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

18. Amendments:

These restrictive covenants may be amended at any time by an instrument signed by the owners of not less than a majority of the lots. The developers reserve the exclusive right to amend these covenants until they have sold a majority of the lots. Each lot shall be assigned one (1) vote per lot for the purposes of calculating a majority.

19. Enforcement and Waiver:

If the owners of any lot, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person, persons, or organization owning any of the lots of said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent the party or parties from so doing so or to recover damages for such violation. The breach of any of the foregoing covenants, conditions, reservations, or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made for value as to any of said lots or portions thereof, but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any mortgagee or trustee or owner whose title, or whose grantor's title, is acquired by foreclosure, sale, or otherwise.

Dated at Pella, Iowa, this day 13th of FEBRUARY, 2019.

Vermeer Development, Inc.

By: Anthony Vermeer

Anthony Vermeer, President

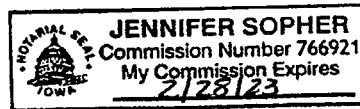
STATE OF IOWA, MARION COUNTY, ss:

On this 13th day of Feb, 2019, before me, the undersigned, a Notary Public and for said State, personally appeared Anthony Vermeer, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its members; and that the said Anthony Vermeer, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Jennifer Sopher

Notary Public

in and for the State of Iowa



PJ #3700 CK - Ret Wesley Chaplin

Instr. Number: 20-7262
BK: 2020 PG: 7262
Recorded: 12/11/2020 at 11:20:38.0 AM
County Recording Fee: \$37.00
Iowa E-Filing Fee: \$3.69
Combined Fee: \$40.69
Revenue Tax:
KAREN SCHWANEBECK, RECORDER
Marion County, Iowa

Prepared by: Wesley A. Chaplin, 700 Main Street Ste 201, Pella, IA 50219; Phone: (641) 628-2383
Return to: Wesley A. Chaplin, 700 Main Street Ste 201, Pella, IA 50219


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WJH, LLC, a Delaware Limited
Liability Company

By: 
Greg Huff, President

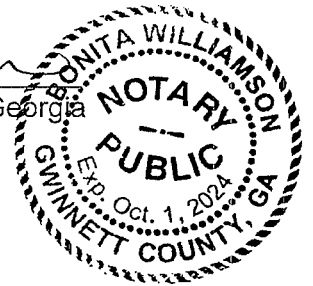
Vermeer Development, Inc.

By: 
Anthony J. Vermeer, President

State of Georgia)
)ss
County of Fulton)

Subscribed and sworn to before me on this 20th day of November, 2020 by
Greg Huff, President WJH LLC, on behalf of WJH LLC.

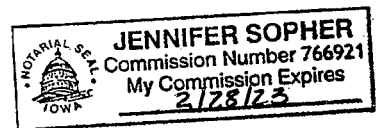
Bonita Williamson
Notary Public in and for the State of Georgia



State of Iowa)
)ss
County of Marion)

Subscribed and sworn to before me on this 26th day of ~~September~~ November, 2020 by Anthony
J. Vermeer, President of Vermeer Development, Inc. on behalf of Vermeer
Development, Inc.

Jennifer Sopher
Notary Public in and for the State of Iowa



SpringView

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17. Invalidation:

Invalidation of any one of these covenants and restrictions by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

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These restrictive covenants may be amended at any time by an instrument signed by the owners of not less than a majority of the lots. The developers reserve the exclusive right to amend these covenants until they have sold a majority of the lots. Each lot shall be assigned one (1) vote per lot for the purposes of calculating a majority.

19. Enforcement and Waiver:

If the owners of any lot, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person, persons, or organization owning any of the lots of said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent the party or parties from so doing so or to recover damages for such violation. The breach of any of the foregoing covenants, conditions, reservations, or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made for value as to any of said lots or portions thereof, but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any mortgagee or trustee or owner whose title, or whose grantor's title, is acquired by foreclosure, sale, or otherwise.

Dated at Pella, Iowa, this day 26th of November, 2019.²⁰

Vermeer Development, Inc.

By: Anthony J. Vermeer

Anthony Vermeer, President

STATE OF IOWA, MARION COUNTY, ss:

On this 26th day of November, ²⁰²⁰ ~~2019~~, before me, the undersigned, a Notary Public and for said State, personally appeared Anthony Vermeer, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its members; and that the said Anthony Vermeer, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Jennifer Sopher Notary Public
in and for the State of Iowa



