

\* \* \* \* \*

JODIE A. PUFF	)	PLAT OF
	)	DIAMOND RIDGE ESTATES
TO	)	BUCHANAN COUNTY, IOWA
	)	
THE PUBLIC	)	

\* \* \* \* \*

OWNER'S STATEMENT

Jodie A. Puff, as Proprietor, desires to make and lay out an addition to Buchanan County, Iowa, do hereby and by these presents designate and set apart the premises described in the certificate of Lyle G. TeKippe of Fehr Graham Engineering and Environmental, a licensed land surveyor of West Union, Iowa, dated the \_\_\_ of \_\_\_\_\_, 2020, and as set out and designated in the plat of said premises made by the said Lyle G. TeKippe, which certificate and plat are attached hereto to be hereafter known, called and described as "Diamond Ridge Estates", situated in the County of Buchanan, State of Iowa. The said plat of said addition as it appears on the plat and Surveyor's Certificate is made with the free consent and in accordance with the desires of the undersigned Jodie A. Puff, owner of said addition, and of the land to be included therein.

Easements

For the mutual benefit of the undersigned owner, her successors in interest in the ownership of any and all of the lots in said addition, and of such public and private corporations and agencies as may have occasion to serve, service and supply any of said lots with water, sewer, gas, electric power and energy of any kind or communication service, the undersigned owner does hereby expressly and specifically reserve the following permanent easements in relation to each lot in said addition, to wit:

1. Any company or agency supplying electricity, power and energy of any kind or communication service in said addition shall have the right to construct, maintain and operate permanent overhead and underground electrical or communication feeder or service facilities, with poles and other appurtenances necessary thereto, and shall have the right to trim trees to maintain a ten foot clearance for wire along the permanent overhead routes; within the easement areas indicated on the plat.

2. The easements shown on said plat are intended for the uses and set out and provided in Chapter 354 of the Code of Iowa.

## Diamond Ridge Estates Owners Association

The Proprietor hereby declares and establish the Diamond Ridge Estates Owners Association (Owners Association) as an unincorporated association to construct, reconstruct and maintain the Diamond Ridge Estates Subdivision roadways and cul-de-sac within the perimeters of the dedicated Sixty-Six Foot (66') wide easement shown in the plat as Tract A and Tract B and to administer Paragraphs 30 and 31 of the Diamond Ridge Estates Restrictive Covenants at and after such time as Proprietor assigns the responsibility to the Owners Association.

1. The owner of each lot of Diamond Ridge Estates Subdivision shall be entitled to a vote to be cast by the member or the member's representative. The contract purchaser of a dwelling shall be deemed the member. The Owners Association shall adopt such rules and regulations as a majority deems necessary for the efficient operation of the Owners Association, which rules and regulations shall be binding upon each lot in the Subdivision. The Owners Association shall suspend the voting right of a member for any period during which any assessment against the lot upon which the member's dwelling is located remains unpaid.

2. The Owners Association shall meet annually on the second Saturday of March to conduct such business as is deemed reasonable and necessary to accomplish the purposes of the Owners Association. A quorum shall consist of a majority of the voting members. A majority vote of those present shall determine an issue. The Owners Association shall annually elect a Secretary and Treasurer to administer the Owners Association's business and accounts. A special meeting may be called by Twenty-five percent (25%) of voting members.

The Proprietor or her assignee, shall annually assess each lot in order to maintain a fund, deemed sufficient by the Proprietor to defer the Owners Association's costs. After sixty percent (60%) of the lots have been improved with dwellings, the Owners Association shall assume the duty of annually establishing said assessments.

3. Assessments. The Proprietor hereby covenants, and each Owner of a lot by acceptance of a deed is deemed to covenant and agree, to pay the Owners Association's periodic assessments. The assessments shall be a charge on the land and shall be a continuing lien upon the lot(s).

4. Proprietor shall construct a gravel roadway with Twenty Foot (20') top within the roadway easement providing access to each lot.

5. Road Assessment. As each lot is purchased from the Proprietor the owner shall pay an initial assessment of \$750.00 to the Owners Association for a roadway assessment. The Owners Association shall maintain a fund to repair, maintain, reconstruct and insure the roadways in compliance with the standards of sound roadway management and shall provide snow removal from the roadway. The roadway assessment shall be an annual assessment due on or before January 1, 2021, and January 1st of each year thereafter, in an amount as established at the previous Owners Association annual meeting. In addition, the Owners Association may make additional assessments to establish a fund for the sole purpose of upgrading road surface (i.e. seal coating, black topping, etc.).

6. In the event a member and/or the owner of a dwelling located on a lot shall violate or attempt to violate any covenant of this Owners Association, it shall be lawful for any other member to prosecute and proceed in law or in equity against the member violating or attempting to violate any such covenant, to either prevent them from so doing or recover damages for such violation, or both. This Owners Association shall run with the land and shall be perpetually binding on all parties, their heirs, successors and assigns, and on persons owning or claiming ownership under them.

### Restrictive Covenants

The undersigned Proprietor of the premises herein desires to place restrictions on the use and occupancy of the lots included in the attached plat for the use and benefit of the present owner and of the future grantees thereof, and do hereby agree and covenant that all of the lots in said Diamond Ridge Estates, Buchanan County, Iowa shall be and are hereby restricted as to their use in the manner hereinafter set forth, to wit:

1. All lots described above shall be used exclusively for single family residential purposes in conformance with Zone R-1 enacted by the Board of Supervisors, Buchanan County, Iowa. No trailer, basement, tent, garage or other similar structure shall be used as a temporary or permanent residence, nor shall any residence of a temporary nature be permitted. Likewise no more than one residential unit per lot shall be permitted.
2. Titleholders agree to occupy all lots in the Diamond Ridge Estates as their personal home and no rental properties or other use of a lot will be allowed.
3. No lot in the Diamond Ridge Estates shall be split, divided or subdivided, except for the purpose of providing land in addition to an entire platted lot for use in connection with a single-family dwelling. Not more than one dwelling may be erected or maintained on any lot, as hereby platted.
4. No structure shall be erected on any lot unless the design and location is in harmony and compatible with other dwellings and structures in the addition and does not violate any of these Restrictive Covenants. In all cases, the following architectural requirements shall be followed.
  - A. Each dwelling shall contain not less than 1,400 square feet of finished living space, exclusive of breezeway, garage and basement.
  - B. Each 2 story dwelling must contain not less than 900 square feet of finished living space on the first floor.
  - C. The narrowest width of a residential dwelling cannot be less than 30 feet.
  - D. No composite, modular or manufactured homes are allowed. Prefabricated home may be allowed, if approved, in writing, by Proprietor.

E. Each residence shall contain at least a two stall garage not less than 20 feet wide and enclosed on all four sides.

F. All dwelling and structures must be located at least Fifty (50) feet from the inside line of the Thirty (30) foot access road adjoining each lot. Any dwelling or other structure shall not be constructed within Fifty (50) feet of the side or rear lot lines without the written approval from the authorized agent of Diamond Ridge Estates.

5. Titleholders agree that the front fascia of the house shall be a minimum of 30% brick and agree that no earth shelter home shall be built

6. Prior to any construction or grading, the owner must first submit construction plans to the authorized agent of Diamond Ridge Estates Addition. Plans should include site plans showing location of residence, other buildings and structures Said plans will also include exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan and site lines. Plans may or may not be returned to the owner and the design and location of the construction and buildings must be in harmony with other existing structures. Within Fifteen (15) days after receipt of said plans the authorized agent, as specified herein, shall either notify the owners in writing of the approval of the plans or the disapproval thereof with reasons therefor, but if no such notice is sent within the Fifteen (15) day period, then such plan shall be deemed approved.

7. The undersigned Proprietor may for a period of five years waive, alter or amend any or all of these covenants with respect to any lot in the subdivision by recording a waiver in the Buchanan County Recorder's office. Failure of any property owner to enforce any provision of these covenants or exercise any right or remedy shall constitute a waiver of such person thereafter from enforcing the provision of the covenants

8. The undersigned Proprietor reserves the exclusive right to modify, alter or waive these covenants as to any lot or lots in cases where all of the undersigned deems it necessary or advisable because of unusual circumstances or to prevent hardship.

9. Titleholders agree not to contest any of Proprietor's rezoning in the event of expansion of Diamond Ridge Estates.

10. Titleholders agree to commencing building a dwelling on lots within 12 months of purchase. Purchasers agree to have dwelling completed within 24 months of purchase.

11. Titleholders agree that landscaping will be completed within 12 months of home occupancy and no excess dirt may be stock piled or stored on any lot after 12 months of occupancy.

12. No excavation of dirt shall be spread across any lot in such fashion that the material will change the contour of any lot and all excavation of dirt. No surface water shall be drained or discharged from any lot, except in accordance with the established grading of all lots in Diamond Ridge Estates.

13. All dirt from excavation on lot in subdivision not needed to complete landscaping shall remain the property of the undersigned Proprietor.
14. Responsibility for compliance with the fence requirements of the Buchanan County Subdivision Ordinance shall be assumed by the Purchaser of the lots within the addition and their heirs, successors and assigns, except as noted below.
15. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the titleholder of any lot in Diamond Ridge Estates.
16. No residence shall be used as a place of business without prior approval of Proprietor and all adjoining land owners. No business sign shall be erected or displayed at the entrance of the subdivision
17. No debris, junk or unsightly accumulation of materials shall be allowed to remain on the premises of any lot.
18. Garbage and Refuse: Garbage receptacles shall conform with all sanitation rules and regulations. No refuse pile or unsightly growths or objects shall be placed upon or allowed to remain upon any lot.
19. Wood piles are allowed only if placed in a non-street side yard screened from view by plantings or fence.
20. Outside fires must be confined to a fire ring in the rear yard and any LP tank must be located in the rear yard.
21. No bus, semi-tractor, trailer, or truck of any kind shall be kept or parked on any lot or street in said Diamond Ridge Estates for more than 24 hours in any 30 day time period. All trailers, boats, vehicles restored or being restored, recreational or business vehicles shall be stored in either an enclosed structure or to the rear of the building line of the residence dwelling and out of-view from the access road.
22. One outbuilding for the purpose of storage shall be allowed only if it is permanently placed on concrete or asphalt slab and not constructed of material other than metal. Said outbuilding must be in conforming nature and must be located in the rear of the dwelling.
23. No animals or livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats, rabbits or other household pets, provided they are not kept, bred or maintained for any commercial purpose and provided that they are confined to their owner's lot or confined on a leash. No more than one dog kennel per lot shall be permitted. IN NO EVENT, shall any owner have more than three dogs or cats.

24. No more than three total pets shall be allowed. Dangerous or exotic animals will not be allowed.
25. Each lot shall be kept free of weeds and debris and a lot which has a dwelling shall be mowed and trimmed. No lot, or portion thereof, shall be used for cultivation of farm crops.
26. It shall be the responsibility of the owner to maintain trees, flag pole and sign located on this property.
27. Easements for power company and other public utilities easements are reserved for the purpose of conveying to a governmental body or utility company for a sewer or other utility installation or maintenance thereof, as required. Said utilities are shown on the plat.
28. Purchaser of a lot shall pay a one time fee of \$2,000.00 for water/well hook up at the time of purchase for each lot. Owner shall pay \$50.00 per month water usage-maintenance fee at the time water is connected to well hook up. The \$50.00 per month water usage fee may increase but the increase shall not exceed 5% per year for each year from and after 2021.
29. No residence constructed on a lot shall be occupied until the record titleholder has installed and properly maintains a residential on-site wastewater and sanitary sewage treatment and disposal system permitted by and in compliance with state of Iowa and Buchanan County and local standard, either individually or in combination with an adjoining lot or lots.
30. The owner of lots in Diamond Ridge Estates agree to be responsible for the maintenance of the private roads and agree to pay periodic assessments for said maintenance to the Owners Association as provided above. In addition, the owner of each lot, when improved with a residential dwelling, shall erect and maintain a yard light approved by Proprietor, located on the front lot line which shall produce lighting of a minimum of 75 watts from dusk until dawn.
31. The private roads in Diamond Ridge Estates, and future extensions, platted as Tract A shall be known as "Emerald Drive" and Tract B shall be known as Marquise Drive".
32. Invalidation of any one of these covenants by judgment. or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.
33. These covenants shall run with the land and shall be binding on all of the parties and all persons claiming under them until the First day of January 2030, at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless by a vote of the then owners of a majority of the lots within Diamond Ridge Estates, Buchanan County, Iowa, it is agreed to change the said covenants in whole or in part. In the voting on any issue upon which a vote is allowed or required, the owner or owners acting jointly if more than one, of the record title of each full lot shall be entitled to one vote for each full lot owned by such owner or owners.

In witness whereof this instrument has been executed this \_\_\_\_ day of \_\_\_\_\_,  
2020.

\_\_\_\_\_  
Jodie A. Puff, Proprietor

Subscribed and sworn to before me by the said Jodie A. Puff, this \_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public