



# Bella Strada Covenants

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**Square Footage Minimums:**

Ranch	See Covenants
Story and a Half	See Covenants
Two Story	See Covenants
Split Level	n/a

*\*Exclusive of attached garages, breezeways, and porches*

**Utilities:**

Electric	Mid-American
Gas	Mid-American
Internet	Mediacom, Verizon, CenturyLink
Water	City of Johnston

**School District:** Johnston Community School District

**HOA: Yes/Managed by:** Hansen Company, Inc. Craig Hansen – craigh@hansencompany.com

**HOA Fees:** \$100 Monthly

**Exterior Elements Excluded:** Refer to full covenants for further information.

**Front Elevation Material Requirements:** Refer to full covenants for further information.

**Garage Minimum:** 3 car garage minimum

**Siding Material Excluded:** Aluminum & vinyl siding are not allowed. Brick, stucco, stone and cast stone veneer are encouraged. Vertical siding should be cedar, redwood, or fiber-cement.

**Fence Material Allowed:** See covenants for complete details.

**Storage Sheds, Play Structure Requirements:** Consistent with main home's characteristics, materials, massing, and details. naturally extend the home into the landscape.

**Street Tree Requirements:** n/a

**Landscaping Requirements:** Refer to full covenants for further information.

**Pets:** No more than 2 indoor dogs and/or cats at a time.



Doc ID: 029394750016 Type: GEN  
Kind: RESTRICTIVE COVENANT  
Recorded: 02/20/2015 at 10:23:28 AM  
Fee Amt: \$82.00 Page 1 of 16  
Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2015-00074080

BK 15473 PG 985-1000

RETURN TO:

Prepared by & Return to: Larry James Jr., Faegre Baker Daniels, LLP, 801 Grand Ave., 33<sup>rd</sup> Floor, Des Moines, IA 50309

**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR BELLA STRADA ESTATES**

**THIS DECLARATION** is made this 4th day of December, 2014 by **BELLA STRADA ESTATES, LLC**, an Iowa limited liability company (the "Declarant").

**WHEREAS**, Declarant is the owner and developer of certain real property in the City of Johnston, Iowa desires to establish and place residential covenants, conditions and restrictions and does hereby reserve certain easements, all as hereinafter specifically set forth, on the following described real property (hereinafter the "Properties"):

Lots 1-7 & 16-19 in BELLA STRADA ESTATES PLAT 1 an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa.

**WHEREAS**, Declarant is desirous of protecting the value and desirability of the Properties, part of a master-planned, residential community known as "Bella Strada Estates."

**NOW, THEREFORE**, Declarant hereby declares that the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any rights, title or interest in the Properties 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. "Declarant" shall mean and refer to BELLA STRADA ESTATES, LLC, its successors and assigns.
- B. "Lot" shall mean and refer to any of the lots in Lots 1-7 & 16-19 in BELLA STRADA ESTATES PLAT 1, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa, as shown on the Official Plat thereof and any Lots created by the division of such Lots. The rights and

obligations under this Declaration relating to ownership of the Lots shall apply equally to each Lot regardless of the size or design of the Living Unit situated thereon.

- C. "Building Lot" shall mean and refer to one or more Lots, or one or more Lots and the portion or portions of adjacent platted Lots in the Plat, used for the construction of one dwelling as herein permitted.
- D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot that is a part of the Plat.
- E. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.
- F. "Plat" shall mean BELLA STRADA ESTATES PLAT 1, an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa
- F. "City" shall mean the city of Johnston, Iowa.

**II. DESIGNATION OF USE.**

All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City.

**III. BUILDING TYPES.**

- A. No building or structure shall be constructed, altered, or maintained on any Building Lot other than a detached single family dwelling with an attached private garage or outbuildings approved by Declarant.
- B. No building or structure of any kind shall be moved onto any Lot.
- C. The construction of any building or structure on any Building Lot shall be performed utilizing then acceptable construction methods and procedures, including (but not limited to) on-site "stick-built" construction and/or off-site modular or panelized construction.

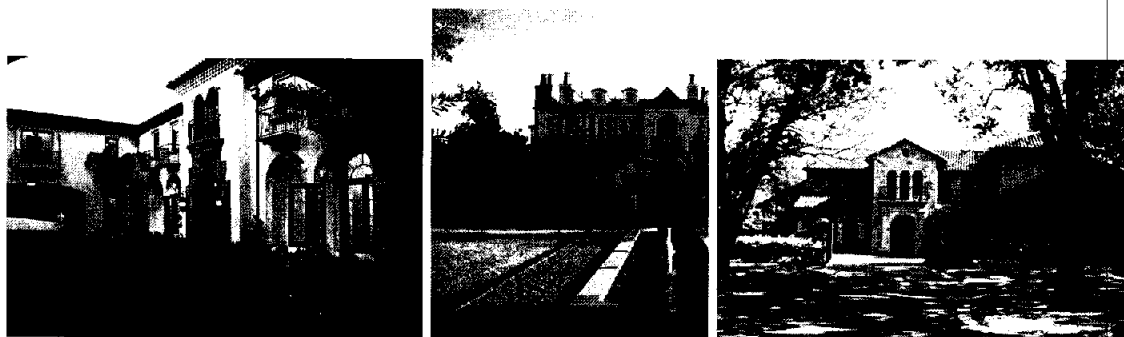
**IV. ARCHITECTURAL REVIEW.**

No building or structure, nor any addition or alteration thereof, shall be constructed or substantially altered on any Building Lot unless and until a design plan and a site plan (collectively the "Plans") have been submitted to and approved by Declarant. The Plans shall contain details of design, color scheme, elevation, site grade, landscaping, fencing, roofing, sidewalks, driveways and other similar matters. The Plans shall also state the type of construction, including external details and materials. Declarant shall, within thirty (30) days

from the date of submittal of the Plans, deliver to the Owner written approval of, rejection of or required changes to the Plans. The intent of this provision is to insure that buildings and structures are developed in reasonable harmony within the Plat and that the covenants, restrictions and conditions contained herein are met in connection with such development. Declarant may terminate the requirements of this provision at any time, in its sole and absolute discretion, by recording notice of such termination.

**V. BUILDING AREA DESIGN AND CONSTRUCTION.**

Bella Strada Estates is a unique, themed, high quality development based on historic residential design principles found in Italy. A consistent character and quality will be provided by each home as it reinforces the development's overall theme while being compatible with existing and proposed homes.

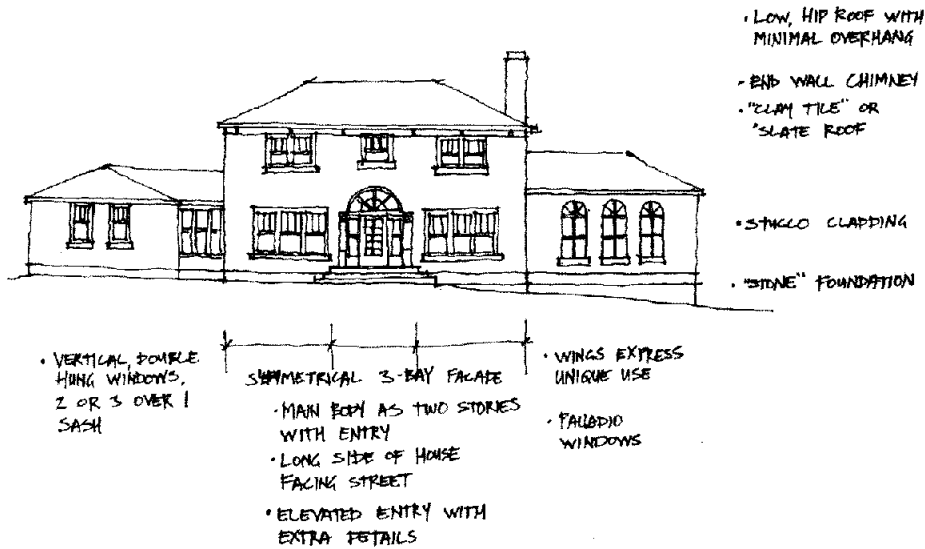


The goals of these guidelines are to:

- Create and reinforce a specific, historic Italian architectural character.
- Provide for improved visual quality of proposed homes and landscapes by relating to a consistent architectural style.
- Provide for a consist level of quality and character that will protect and enhance all homeowner's property values and enjoyment of their home and neighborhood.
- Provide for the flexibility of creative design solutions in a manner sensitive to the established development goals.

**A. Massing**

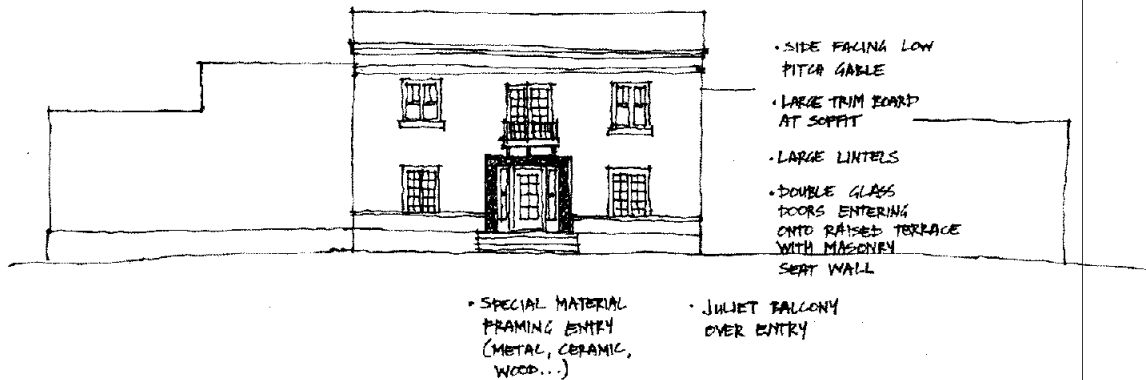
- Provide for the flexibility of creative design solutions in a manner sensitive to the established development goals.
- Homes shall be designed with special attention to scale, proper proportions and balance.
- It is encouraged that the main body of the home is centrally located and includes the main entry. The main body of the home is often symmetrical.
- The homes are encouraged to include multiple parts that are organized to create a unique character and quality while defining outdoor spaces. Wings can be created to contain specific activities such as garages, living areas, kitchens, porches.



- Outbuildings such as storage buildings, trellis', pool houses, play structures, greenhouses shall be consistent with the main home's character, materials, massing and details. These structures should naturally extend the home into the landscape.
- Large, uninterrupted facades are discouraged.
- Homes are encouraged to be 1 ½ to 2 stories in height.
- Narrow home plans that do not take advantage of wide lots will not be allowed. Homes shall have a minimum width of seventy-five (75) feet.
- All of the home shall be contained within the building envelope identified for each Lot.

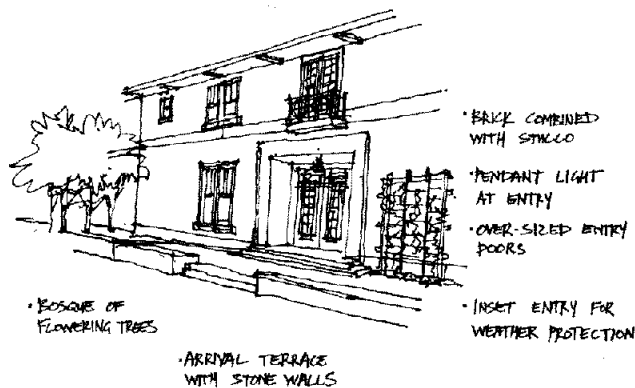
**B. Materials**

- Primary masonry siding shall be brick, stucco, stone or cast stone veneer.
- Secondary lap or vertical siding shall be cedar, redwood or fiber-cement.
- Aluminum and vinyl siding are not allowed.
- Accent siding of creative materials including but not limited to copper, lead coated steel and ceramics is allowed subject to the review and approval of the Declarant.
- All horizontal changes in materials and colors shall occur at an offset of at least one (1) foot and always at an inside corner.
- Concrete foundations shall be covered with siding material or masonry to within a minimum of two (2) feet from finished grade. Covering foundations with stone is encouraged.
- Faux brick foundation liners are not allowed.
- Color embedded materials that avoid applied paint or stain are encouraged.
- Pre-approved color pallets will be provided to home buyers. Custom color schemes are subject to the review and approval of the Declarant.
- Chimneys projecting through the roof shall be wrapped with masonry material.



C. Entries

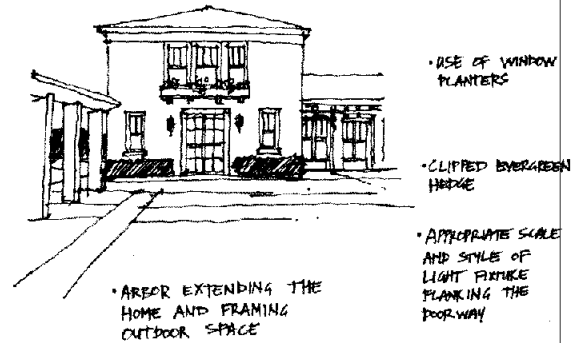
- A main entry consists of the front door and its surrounding architectural elements.
- Main entries serve as the primary focal point of a residence. The main entry must face the street.
- Transoms and side lights are encouraged to bring light into the entry way and celebrate the arrival experience. Consider further accenting entries with columns, pilasters, balconies above, lighting, built-in benches and planters that are architecturally consistent with the home.
- Main entry doors that have a wood appearance and are 50% to 80% glass are encouraged. The style and character of the main entry door shall be consistent with home design.



- Screen and storm doors shall be compatible with the adjacent door and the design of the home.
- Entries that have a human scale are encouraged. Avoid relying on architectural elements that draw attention to the entry but are out of scale with the home. Recessed entries can create an elegant, intimate feel while adding protection from the weather.
- One-story roofs or overhangs that serve as porches, appropriate to the architectural style, are also encouraged.

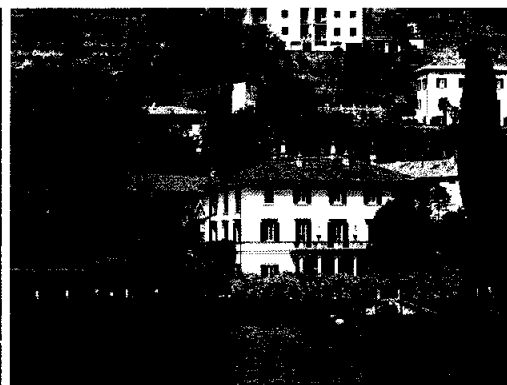
D. Porches and Terraces

- Raised entry porches and terraces are encouraged as part of the home's arrival experience.
- A minimum depth of six (6) feet should be provided for porches and terraces except for Juliet balconies on upper floors.



E. Roofs

- Hip roofs with a 4:12 to 6:12 pitch or flat roofs are encouraged. Side facing gabled roofs with a 4:12 to 6:12 pitch and 6" overhangs can be an acceptable alternative.
- Slate colored articulated composite shingles (245# min.) or terra cotta tile are encouraged.
- Aluminum soffits and fascia are prohibited.
- Roof ridge vents are allowed. Pot vents are prohibited.
- Gutters shall be inconspicuous or not used.
- Avoid an overabundance of roof angles or roof types that create a disjointed, chaotic appearance.
- Use of brackets and friezes at the projected cornice line and soffits is encouraged.



F. **Windows**

- Balanced and often symmetrical window and door placement is encouraged.
- Vertically proportioned windows are encouraged.
- Consider the use of upper story windows that are smaller and less detailed than first floor windows.
- Consider the use of “Juliet” balconies with upper floor windows.
- First floor windows and doorways with arched openings and prominent lintels are encouraged.
- Double glass doors that provide access to porches and terraces is encouraged.

G. **Garages**

- A minimum of a three (3) car garage is required.
- Garages shall be no wider than ten (10) feet for single doors and no wider than eighteen (18) feet for double doors.
- No garage doors shall be larger than double doors.
- Garages shall be side or rear loaded.
- Garages shall be setback from the face of the main body of the home by at least eight (8) feet.
- Provisions should be made to store all garbage and recycling containers inside the garage.

H. **Details**

- The use of architectural details is strongly encouraged. Detailed architectural features should be consistent with Italian architectural style. Appropriate details to integrate with the home’s design include ornamental brackets at the cornice, projecting bays, tall windows and decorative woodwork near entries.
- Random or nonintegrated mixing of decorative/ornamental details that produce a chaotic visual presentation detracting from the overall architectural style of the structure should be avoided.



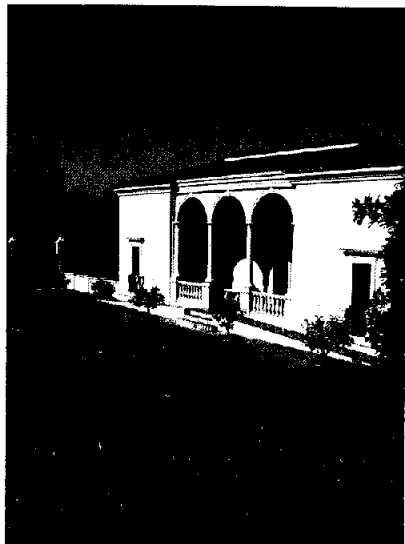


I. **Lighting**

- Exterior lighting should be appropriate to the character and scale of the home with details that are consistent with the Bella Strada Estates theme.
- Lighting that hides or reduces the visibility of the light source while providing the appropriate lighting effect is encouraged including: Soffit mounted downlights, wall mounted step lights, and low voltage landscape lighting such as uplights and tree mounted downlights.
- Hanging porch lights and wall mounted lights adjacent to building entries are encouraged.
- Flood lights and multiple in-line landscape lights shall be integrated with the site landscaping. Light sources for flood lighting of facades or landscape features should be hidden from view. Use of small, inexpensive ground lights that are closely spaced are discouraged.
- Lighting that shines onto adjacent properties is not allowed.

J. **Landscape**

- Homes should be elevated from the street. The use of low retaining walls, steps and elevated arrival terraces between the street and the home is encouraged to further accentuate the elevated home.
- Providing elevated, formal, front yard gardens with low stone retaining/seat walls is encouraged.
- Traditional Italian landscape materials for retaining walls should be used including stone or cast in place concrete walls.
- Split face concrete block retaining walls are not allowed.
- Fences should match the original character and appearance of the structure and be compatible with existing fences in the area. The historic fences and garden walls of Italian homes were made of wrought iron, stone or a combination of both.
- No chain link fencing is allowed.
- Properly placed, well-maintained, and appropriately designed fences and garden walls should provide privacy, protection, and be visually pleasing to both the homeowners as well as others in the community.
- The quality of the home should be extended into the landscape with attached trellises, covered walkways and other architectural features while providing screening from adjacent homes and protection from the weather.



- Driveways in the front yard setback shall be no wider than sixteen (16) feet and constructed of concrete, asphalt or pavers.
- Parking adjacent to the garage shall be screened from view from both the street and adjacent homes by structures, land forms and/or plantings.
- Satellite dishes shall not be visible from public streets and front yards of adjacent homes.
- The use of artificial turf is not allowed in front yards.
- Hot tubs shall be permanently mounted and screened from public streets and adjacent homes.
- Stone columns with house numbers will be provided by the Declarant for each Lot.
- Flagpoles and other displays of sports, high school, university and company logos are not allowed.
- Communication towers and antennas are not allowed.
- Basketball goals shall not be visible from public streets and adjacent home's front yards.
- Moveable play equipment such as trampolines, soccer goals and other large pieces of play equipment shall be used in areas not visible from public streets and adjacent home's front yards. If equipment is not in use it shall be stored out of sight.
- Statues shall be integrated with the home and landscape and are subject to review and approval by the Declarant.
- The use of plant material should be consistent with the home's design and reflect historic Italian landscapes. Recommended use of plant material includes:
  - Low, clipped hedges in formal geometric patterns using Boxwoods and Holly.
  - Tall, clipped or natural hedges using Black Alder and Arborvitae to provide privacy and create outdoor rooms.
  - Upright deciduous trees including European Hornbeam, Upright Maple and Upright Oak to create linear edges and formal sight lines.

- Broad shade trees in linear arrangements to reinforce pedestrian and vehicular circulation including London Plane Tree, Bur Oak and new hybrid Elm.

**K. Environmental**

- Homes should respond to the natural environmental conditions including providing shade from the summer sun (southern and western exposures) as well as protection from northwest winter winds and drifting snow.

**VI. TEMPORARY AND OTHER STRUCTURES; CERTAIN USES.**

No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, watercraft, trailer, unfinished dwelling basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no camper, motor home, watercraft, trailer, or mechanical equipment may be parked or maintained on any Lot (except inside a garage) or on the street, other than on a temporary basis; provided that this restriction shall not apply to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. 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.

**VII. SOD.**

Within sixty (60) days of completion of a dwelling upon a Lot, the front yard, side yards and twenty-five feet (25') of the rear yard measured from the rear of the dwelling foundation shall be fully sodded (except where the topography, conservancy districts, creek slopes or tree cover does not permit such sodding) and the remainder of the rear yard to the rear lot line shall be seeded or sodded. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.

**VIII. EASEMENTS.**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat as recorded. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, 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, structure or other improvement of any kind within the easement areas (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easements areas. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.

**IX. NUISANCES.**

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.

**X. STORM WATER DISCHARGE PERMITTING REQUIREMENTS.**

Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot.

During the ownership of the Lot, Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

**XI. SIGNS.**

No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the City by other governmental entities or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, (iii) a customary sign (one per Building Lot) advertising a Building Lot or dwelling for sale, not exceeding 1,296 square inches, and (iv) signs which have been approved by Declarant in writing advertising the builder or for promotional or marketing purposes. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove such signs. Declarant reserves the right to install entrance and directional signs with respect to the Plat, at locations and of design determined by the Declarant in a manner consistent with the ordinances of the City.

**XII. TRASH RECEPTACLES.**

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

**XIII. UTILITIES.**

All utility connection facilities and services shall be underground.

**XIV. TOWERS AND ANTENNAS.**

No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings, on garages or on Outbuildings. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) inches or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling shall be permitted for the cable from such exterior tower, antenna or receiver dish. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground, on dwellings, on garages or on Outbuildings.

**XV. MAINTENANCE.**

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, weeds and debris and to keep the lawn and landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fence, screening and all other improvements.

**XVI. CERTAIN ANIMALS PROHIBITED.**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of two (2) dogs and/or cats be kept at any one Building Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, must be completely screened or otherwise hidden from view from any other Lot and all streets within the Plat. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard.

**XVII. ACCESSORY STRUCTURES.**

No above-ground or non-permanent swimming pools shall be permitted on any Lot. Swimming pools, tennis courts, Outbuildings and other accessory structures and improvements, including dog kennels and runs, shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within 20 feet of any side or rear Lot line, as the minimum distance established by the zoning ordinance of the City or the minimum distance as established in the Plat as recorded, whichever is the more restrictive.

**XVIII. SURFACE WATER.**

The topography of the Plat is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be

subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.

**XIX. MAILBOXES.**

Neighborhood mailbox cluster units shall be installed by the Declarant according to United States Postal Service regulations. The Owner and/or occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

**XX. ADDITION OF PROPERTY.**

Declarant shall have the irrevocable right to subject additional land to the terms of this Declaration at any time in the future. The additional land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the additional land shall be subject to the same applicable terms, conditions, and duties as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Recorder of Polk County, Iowa. No approval of the Owners or any other person shall be necessary.

**XXI. ENFORCEMENT OF COVENANTS.**

This Declaration shall be deemed to run with the land, and the Declarant or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs if the Declarant or Owner prevails in any such action.

**XXII. AMENDMENTS OF COVENANTS.**

This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Provided, however, until the Declarant has sold all of the Lots, it may make amendments or modifications to this Declaration without the consent of any other Owners or other party. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the Recorder.

**XXIII. PERIOD OF COVENANTS.**

This Declaration shall continue and remain in full force and effect at all times as to the Plat and as to the Owners of any Lot, regardless of how title was acquired, until the date twenty-one (21) years after the recording of this Declaration, on which date this Declaration shall automatically be extended for two (2) successive periods of five (5) years each, unless on or before the end of the base period, or the first extension period, the Owners of not less than fifty percent (50%) of the Lots, by written instrument duly recorded, declare a termination of the same.

**XXIV. ENFORCEMENT 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. The Plat shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.
- C. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Plat.

**XXV. MEMBERSHIP IN MASTER ASSOCIATION.**

Every Owner of a Lot shall be a Member of Bella Strada Estates Master Homeowners Association, its successors and assigns (the "Master Association"), a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, 2013 and subject to assessments made by the Master Association pursuant to the Declaration of Master Covenants, Conditions and Restrictions for Bella Strada Estates.

**SIGNATURE ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, BELLA STRADA ESTATES, LLC has caused this Declaration to be executed this \_\_\_\_ day of \_\_\_\_\_, 2014.

**DECLARANT:**

BELLA STRADA ESTATES, LLC

By: HANSEN PROPERTIES, L.L.C., Sole Member

By: \_\_\_\_\_  
Craig W. Hansen, President

STATE OF IOWA            )  
                                  )ss:  
COUNTY OF POLK )

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Craig W. Hansen, President of Hansen Properties, LC, Sole Member of Bella Strada Estates, LLC.

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

Printed Name: \_\_\_\_\_

Notary Public

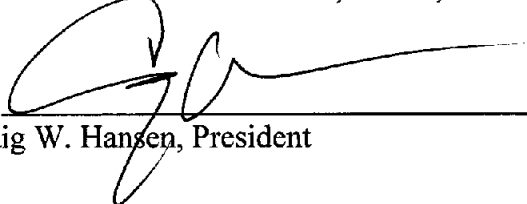


IN WITNESS WHEREOF, BELLA STRADA ESTATES, LLC has caused this Declaration to be executed this 4<sup>th</sup> day of December, 2014.

**DECLARANT:**

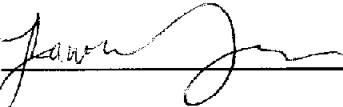
BELLA STRADA ESTATES, LLC

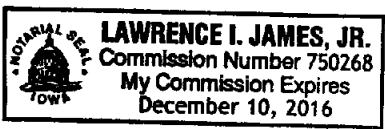
By: HANSEN PROPERTIES, L.L.C., Sole Member

By:   
\_\_\_\_\_  
Craig W. Hansen, President

STATE OF IOWA                    )  
  )ss:  
COUNTY OF POLK    )

This instrument was acknowledged before me on December 4, 2014, by Craig W. Hansen, President of Hansen Properties, LC, Sole Member of Bella Strada Estates, LLC.

By:   
\_\_\_\_\_  
Printed Name: Lawrence I. James Jr.



Notary Public

Recorded: 12/18/2019 at 10:44:38.0 AM  
County Recording Fee: \$12.00  
Iowa E-Filing Fee: \$3.22  
Combined Fee: \$15.22  
Revenue Tax:  
Polk County, Iowa  
Julie M. Haggerty RECORDER  
Number: 201900054504  
BK: 17633 PG: 317

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Prepared by and return to: Jim Provenzale, 801 Grand Ave., 33<sup>rd</sup> Floor, Des Moines, IA 50309 (515) 447-4731

**SECOND AMENDMENT TO DECLARATION OF RESIDENTIAL  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLA STRADA ESTATES**

**THIS SECOND AMENDMENT** is made this 17<sup>th</sup> day of December, 2019, by **BELLA STRADA ESTATES II, LLC**, an Iowa limited liability company, Declarant of the Declaration of Residential Covenants, Conditions and Restrictions for Bella Strada Estates recorded February 20, 2015 in Book 15473 at Page 985, in the records of Polk County, Iowa (the "Declaration").

**WHEREAS**, pursuant to the Declaration, Declarant has established and placed certain covenants, conditions, restrictions and easements on the following described real estate:

Lots 1-7 & 16-19 in BELLA STRADA ESTATES PLAT 1 an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa.

**WHEREAS**, under the First Amendment to Declaration of Residential Covenants, Conditions and Restrictions for Bella Strada Estates (the "First Amendment") recorded May 3, 2016 in Book 15985 at Page 811, Declarant imposed certain building area design and construction requirements on the Lots subject to the Declaration;

**WHEREAS**, pursuant to Article XXII of the Declaration, until Declarant has sold all the Lots subject to the Declaration, Declarant has the right to make amendments to the Declaration without the consent of any other Owners or other party.

**WHEREAS**, Declarant owns the Lots subject to the Declaration.

**NOW, THEREFORE**, Declarant hereby amends the Declaration to delete Section V.G, as amended by the First Amendment, in its entirety and replace it with the following:

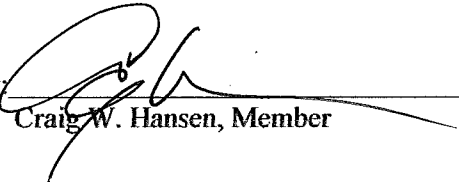
**G. Garages**

- A minimum of a three-car garage is required.
- Garages shall be no wider than 10 feet for single doors and no wider than 18 feet for double doors. No garage doors shall be larger than double doors.
- Side or rear loaded garages that minimize the visibility of garage doors from the street are required. Garage doors facing the street are prohibited.

- Provisions should be made to store all garbage and recycling containers inside the garage.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment as of the date and year first above written.


**BELLA STRADA ESTATES II, LLC,**  
an Iowa limited liability company

By:   
Craig W. Hansen, Member

STATE OF IOWA, COUNTY OF POLK:

This instrument was acknowledged before me on December 17, 2019, by Craig W. Hansen, Member of Bella Strada Estates II, LLC.



By:   
Notary Public in and for said State IOWA

**Recorded: 5/22/2020 at 9:16:16.0 AM**  
**County Recording Fee: \$17.00**  
**Iowa E-Filing Fee: \$3.32**  
**Combined Fee: \$20.32**  
**Revenue Tax:**  
**Polk County, Iowa**  
**Julie M. Haggerty RECORDER**  
**Number: 201900099586**  
**BK: 17846 PG: 201**

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Prepared by and return to: Jim Provenzale, 801 Grand Ave., 33<sup>rd</sup> Floor, Des Moines, IA 50309 (515) 447-4736

**THIRD AMENDMENT TO DECLARATION OF RESIDENTIAL  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLA STRADA ESTATES**

**THIS THIRD AMENDMENT** is made this 21st day of May, 2020, by **BELLA STRADA ESTATES II, LLC**, an Iowa limited liability company, Declarant of the Declaration of Residential Covenants, Conditions and Restrictions for Bella Strada Estates recorded February 20, 2015 in Book 15473 at Page 985, in the records of Polk County, Iowa (the "Declaration").

**WHEREAS**, pursuant to the Declaration, Declarant has established and placed certain covenants, conditions, restrictions and easements on the following described real estate:

Lots 1-7 & 16-19 in BELLA STRADA ESTATES PLAT 1 an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa.

**WHEREAS**, under the First Amendment to Declaration of Residential Covenants, Conditions and Restrictions for Bella Strada Estates (the "First Amendment") recorded May 3, 2016 in Book 15985 at Page 811, Declarant imposed certain building area design and construction requirements on the Lots subject to the Declaration;

**WHEREAS**, under the Second Amendment to Declaration of Residential Covenants, Conditions and Restrictions for Bella Strada Estates (the "Second Amendment") recorded December 18, 2019 in Book 17633 at Page 317, Declarant modified requirements related to garages on the Lots subject to the Declaration;

**WHEREAS**, pursuant to Article XXII of the Declaration, until Declarant has sold all the Lots subject to the Declaration, Declarant has the right to make amendments to the Declaration without the consent of any other Owners or other party;

**WHEREAS**, Declarant has not sold all the Lots subject to the Declaration.

**NOW, THEREFORE**, Declarant hereby amends the Declaration as follows:

1. Section V.J, as amended by the First Amendment, is deleted in its entirety and replaced with the following:

## J. Landscape

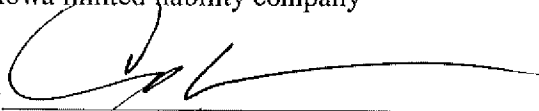
- Minimum approved landscaping must be completed within six (6) months of completion of construction of the home.
- Elevating homes from the street is encouraged. The use of low retaining walls, steps and elevated arrival terraces between the street and the home is encouraged to further accentuate the elevated home.
- Providing elevated, formal, front yard gardens with low stone retaining/seat walls is encouraged.
- Traditional landscape materials for retaining walls should be used including stone or cast in place of concrete walls.
- Split face concrete block retaining walls are not allowed.
- Fences should match the original character and appearance of the structure and be compatible with existing fences in the area. Potential fences and garden walls include ornamental metal, stone, wood or a combination of materials.
- No chain link fencing is allowed.
- Properly placed, well-maintained, and appropriately designed fences and garden walls should provide privacy, protection, and be visually pleasing to both the homeowners as well as others in the community.
- The quality of the home can be extended into the landscape with attached trellises, covered walkways and other architectural features while providing screening from adjacent homes and protection from the weather.
- Driveways in the front yard shall be no wider than 16 feet and constructed of concrete, asphalt or pavers.
- Parking adjacent to the garage that is screened from view from both the street and adjacent homes by structures, land forms and/or plantings is encouraged.
- Satellite dishes shall not be visible from public streets and front yards of adjacent homes.
- The use of artificial turf is not allowed in front yards.
- Hot tubs shall be permanently mounted and screened from public streets and adjacent homes.
- Flagpoles and other displays of sports, high school, university and company logos are not allowed.
- Communication towers and antennas are not allowed.
- Basketball goals shall not be visible from public streets and adjacent home's front yards.
- Moveable play equipment such as trampolines, soccer goals and other large pieces of play equipment shall be used in areas not visible from public streets and adjacent home's front yards. If equipment is not in use it shall be stored out of sight.
- Statues and other forms of public art should be integrated with the home and landscape and are subject to review and approval by the Design Review Board.
- The use of plant material should be consistent with the home's design and reflect quality landscapes. Recommended use of plant material includes:
  - Low, clipped hedges in formal geometric patterns using Boxwoods and Holly.
  - Tall, clipped or natural hedges using Black Alder and Arborvitae to provide privacy and create outdoor rooms.
  - Upright deciduous trees including European Hornbeam, Upright Maple and Upright Oak to create linear edges and formal sight lines.

- Upright deciduous trees including European Hornbeam, Upright Maple and Upright Oak to create linear edges and formal sight lines.
- Broad shade trees in linear arrangements to reinforce pedestrian and vehicular circulation including London Plane Tree, Bur Oak and new hybrid Elm.

2. Except as expressly amended hereby, all the terms and conditions of the Declaration shall continue in full force and effect and are hereby ratified and confirmed.

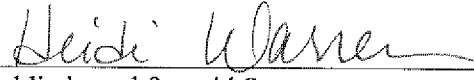
**IN WITNESS WHEREOF**, the undersigned has executed this Third Amendment as of the date and year first above written.

**BELLA STRADA ESTATES II, LLC,**  
an Iowa limited liability company

By:   
\_\_\_\_\_  
Craig W. Hansen, Member

STATE OF IOWA, COUNTY OF POLK:

This instrument was acknowledged before me on May 21, 2020, by Craig W. Hansen, Member of Bella Strada Estates II, LLC.

By:   
\_\_\_\_\_  
Notary Public in and for said State



**Recorded: 5/22/2020 at 9:16:16.0 AM**  
**County Recording Fee: \$17.00**  
**Iowa E-Filing Fee: \$3.32**  
**Combined Fee: \$20.32**  
**Revenue Tax:**  
**Polk County, Iowa**  
**Julie M. Haggerty RECORDER**  
**Number: 201900099586**  
**BK: 17846 PG: 201**

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Prepared by and return to: Jim Provenzale, 801 Grand Ave., 33<sup>rd</sup> Floor, Des Moines, IA 50309 (515) 447-4736

**THIRD AMENDMENT TO DECLARATION OF RESIDENTIAL  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLA STRADA ESTATES**

**THIS THIRD AMENDMENT** is made this 21st day of May, 2020, by **BELLA STRADA ESTATES II, LLC**, an Iowa limited liability company, Declarant of the Declaration of Residential Covenants, Conditions and Restrictions for Bella Strada Estates recorded February 20, 2015 in Book 15473 at Page 985, in the records of Polk County, Iowa (the "Declaration").

**WHEREAS**, pursuant to the Declaration, Declarant has established and placed certain covenants, conditions, restrictions and easements on the following described real estate:

Lots 1-7 & 16-19 in BELLA STRADA ESTATES PLAT 1 an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa.

**WHEREAS**, under the First Amendment to Declaration of Residential Covenants, Conditions and Restrictions for Bella Strada Estates (the "First Amendment") recorded May 3, 2016 in Book 15985 at Page 811, Declarant imposed certain building area design and construction requirements on the Lots subject to the Declaration;

**WHEREAS**, under the Second Amendment to Declaration of Residential Covenants, Conditions and Restrictions for Bella Strada Estates (the "Second Amendment") recorded December 18, 2019 in Book 17633 at Page 317, Declarant modified requirements related to garages on the Lots subject to the Declaration;

**WHEREAS**, pursuant to Article XXII of the Declaration, until Declarant has sold all the Lots subject to the Declaration, Declarant has the right to make amendments to the Declaration without the consent of any other Owners or other party;

**WHEREAS**, Declarant has not sold all the Lots subject to the Declaration.

**NOW, THEREFORE**, Declarant hereby amends the Declaration as follows:

1. Section V.J, as amended by the First Amendment, is deleted in its entirety and replaced with the following:

## J. Landscape

- Minimum approved landscaping must be completed within six (6) months of completion of construction of the home.
- Elevating homes from the street is encouraged. The use of low retaining walls, steps and elevated arrival terraces between the street and the home is encouraged to further accentuate the elevated home.
- Providing elevated, formal, front yard gardens with low stone retaining/seat walls is encouraged.
- Traditional landscape materials for retaining walls should be used including stone or cast in place of concrete walls.
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- Fences should match the original character and appearance of the structure and be compatible with existing fences in the area. Potential fences and garden walls include ornamental metal, stone, wood or a combination of materials.
- No chain link fencing is allowed.
- Properly placed, well-maintained, and appropriately designed fences and garden walls should provide privacy, protection, and be visually pleasing to both the homeowners as well as others in the community.
- The quality of the home can be extended into the landscape with attached trellises, covered walkways and other architectural features while providing screening from adjacent homes and protection from the weather.
- Driveways in the front yard shall be no wider than 16 feet and constructed of concrete, asphalt or pavers.
- Parking adjacent to the garage that is screened from view from both the street and adjacent homes by structures, land forms and/or plantings is encouraged.
- Satellite dishes shall not be visible from public streets and front yards of adjacent homes.
- The use of artificial turf is not allowed in front yards.
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- Moveable play equipment such as trampolines, soccer goals and other large pieces of play equipment shall be used in areas not visible from public streets and adjacent home's front yards. If equipment is not in use it shall be stored out of sight.
- Statues and other forms of public art should be integrated with the home and landscape and are subject to review and approval by the Design Review Board.
- The use of plant material should be consistent with the home's design and reflect quality landscapes. Recommended use of plant material includes:
  - Low, clipped hedges in formal geometric patterns using Boxwoods and Holly.
  - Tall, clipped or natural hedges using Black Alder and Arborvitae to provide privacy and create outdoor rooms.
  - Upright deciduous trees including European Hornbeam, Upright Maple and Upright Oak to create linear edges and formal sight lines.

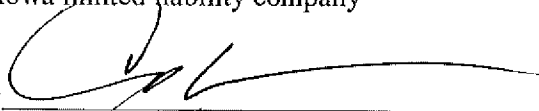


- Upright deciduous trees including European Hornbeam, Upright Maple and Upright Oak to create linear edges and formal sight lines.
- Broad shade trees in linear arrangements to reinforce pedestrian and vehicular circulation including London Plane Tree, Bur Oak and new hybrid Elm.

2. Except as expressly amended hereby, all the terms and conditions of the Declaration shall continue in full force and effect and are hereby ratified and confirmed.

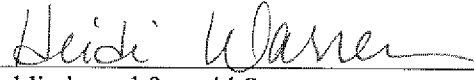
**IN WITNESS WHEREOF**, the undersigned has executed this Third Amendment as of the date and year first above written.

**BELLA STRADA ESTATES II, LLC,**  
an Iowa limited liability company

By:   
\_\_\_\_\_  
Craig W. Hansen, Member

STATE OF IOWA, COUNTY OF POLK:

This instrument was acknowledged before me on May 21, 2020, by Craig W. Hansen, Member of Bella Strada Estates II, LLC.

By:   
\_\_\_\_\_  
Notary Public in and for said State



108  
LAW



Doc ID: 029394770020 Type: GEN  
Kind: RESTRICTIVE COVENANT  
Recorded: 02/20/2015 at 10:25:00 AM  
Fee Amt: \$102.00 Page 1 of 20  
Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2015-00074082

BK 15474 PG 11-30

**RETURN TO:**

Prepared by & Return to: Larry James Jr., Faegre Baker Daniels, LLP, 801 Grand Ave., 33<sup>rd</sup> Floor, Des Moines, IA 50309

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
VILLAS AT BELLA STRADA ESTATES**

**THIS DECLARATION** is made this 4th day of December, 2014 by **BELLA STRADA ESTATES, LLC**, an Iowa limited liability company (the "Declarant").

**WHEREAS**, Declarant is the owner and developer of certain real property in the City of Johnston, Iowa desires to establish and place residential covenants, conditions and restrictions and does hereby reserve certain easements, all as hereinafter specifically set forth, on the following described real property (hereinafter the "Properties"):

Lots 8-15 in BELLA STRADA ESTATES PLAT 1 an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa.

**WHEREAS**, Declarant is desirous of protecting the value and desirability of the Properties.

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

**ARTICLE I  
DEFINITIONS**

**Section 1.** "Association" shall mean and refer to the Villas at Bella Strada Estates Homeowners Association, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa, 2013, as amended.

**Section 2.** "Association Responsibility Elements" shall mean the following:

- (a) The exterior surface of the Building upon a Lot, excluding windows, doors, stoops, patios, decks, unattached personal property and any additions made to the

Living Units whether or not approved by the Association.

- (b) The structural portion of the Building upon a Lot.
- (c) The roof, gutters, downspouts, and foundations of the Building upon a Lot.
- (d) Private driveways and sidewalks serving the Properties.

**Section 3.** “Board of Directors” shall mean and refer to the Board of Directors of the Association.

**Section 4.** “Building” shall mean and refer to any structure containing one or more single-family dwelling units that may be constructed on a Lot or on several Lots.

**Section 5.** “Declarant” shall mean and refer to BELLA STRADA ESTATES, LLC, its successors and assigns.

**Section 6.** “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions to which the Properties are subject.

**Section 7.** “Federal Mortgage Agencies” shall mean and refer to those federal agencies who have or may come to have an interest in the Properties, or any portion thereof, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests.

**Section 8.** “Living Unit” shall mean and refer to any portion of a building situated upon a Lot and designed and intended for use and occupancy as a residence by a single family.

**Section 9.** “Lot” shall mean and refer to any of the lots in Lots 8-15 in BELLA STRADA ESTATES PLAT 1 an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa, as shown on the Plat thereof and any Lots created by the division of such Lots. The rights and obligations under this Declaration relating to ownership of the Lots shall apply equally to each Lot regardless of the size or design of the Living Unit situated thereon.

**Section 10.** “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

**Section 11.** “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers and vendees (deemed Co-owners), but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision or operation of law.

**Section 12.** “Plat” shall mean BELLA STRADA ESTATES PLAT 1 an Official Plat, now included in and forming a part of the City of Johnston, Polk County, Iowa

**Section 13.** "Properties" shall have the meaning set forth on Page 1 hereof.

**ARTICLE II**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 1. Membership and Voting.** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership. Subject to provisions of Section 2 of this Article, the Owners of a Lot shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

**Section 2. Declarant as Sole Voting Member.** Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member of the Association until Declarant no longer owns any portion of any Lot, or until Declarant waives, in writing, its right to be the sole voting member, Declarant shall have the right to elect all Directors and to cast all votes as it deems appropriate. Each Owner by acceptance of a deed to a Lot shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

**Section 3. Board of Directors.** The voting Members shall elect a Board of Directors of the Association as prescribed by the Bylaws of the Association. The Board of Directors shall manage the affairs of the Association.

**Section 4. Suspension of Voting Rights.** The Association shall suspend the voting rights of a Member for any period during which any assessment hereunder against his/her/its Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

**Section 5. Notice of Meetings of Members.** Unless the Articles of Incorporation or the Bylaws otherwise provide, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than five (5) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President or Secretary, or the officer or persons calling the meetings, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at his/her/its address as it appears on the records of the Association, with postage thereon prepaid.

**Section 6. Duration.** No dissolution of the Association shall occur without the prior approval and consent of the City of Johnston, Iowa.

**ARTICLE III**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, (2) special assessments for capital improvements and operating deficits, and (3) special assessments as provided in this Article III, Article V and Article VI; such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with late fees, interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment became due.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the insurance, improvement, maintenance, repair, replacement, removal and demolition of the Association Responsibility Elements and the Living Units situated on the Properties and for other purposes specifically provided herein.

**Section 3. Maximum Monthly Assessment.** The Board of Directors shall establish the maximum monthly assessment to be assessed against each Lot, which assessment shall include a pro rata portion of the amount of real estate taxes and special assessments payable by the Association. Rates for both annual assessments and special assessments must be fixed at a uniform rate for all Lots. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the monthly assessment, special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto.

A portion of such monthly assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the Association Responsibility Elements and any capital improvement that the Association is required to maintain. Notwithstanding the foregoing, Declarant may use any reserve funds, if established, to defray operating costs as it deems appropriate.

A Lot shall not be subject to assessment until the first day of the month following the date of occupancy as a residence or date of closing, whichever comes first.

Declarant shall not be liable for monthly or special assessments upon Lots owned by it. Declarant is not responsible for the establishment of a budget as long as Declarant is the sole voting member of the Association.

The Association and Declarant are not required to submit statements for assessments to

any Owner. All monthly payments shall be made on the first of each month, or any Owner may pay each assessment in one payment but not less frequently than monthly.

**Section 4. Special Assessments for Capital Improvements and Operating Deficits.**

In addition to the monthly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, removal or demolition of a capital improvement that the Association is required to maintain or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than five (5) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of twenty-five percent (25%) of the Members or proxies entitled to cast votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both monthly and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Date of Commencement of Monthly Assessments: Due Dates.** The monthly assessments provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance to an Owner of a Lot with a completed Living Unit constructed thereon and for which a certificate of occupancy has been issued. **LOTS OWNED BY THE DECLARANT THAT DO NOT HAVE COMPLETED LIVING UNITS CONSTRUCTED THEREON AND COMPLETED UNITS THAT ARE NOT SOLD, LEASED OR OCCUPIED SHALL BE EXEMPT FROM THE ASSESSMENTS DESCRIBED IN THIS ARTICLE III AND THE ASSESSMENTS DESCRIBED IN ARTICLE VI.**

The maintenance responsibilities of the Association as to each Lot shall commence concurrently with the commencement of monthly assessments. The insurance assessment provided for in Article VI shall commence as to each Lot on the first day of the first month following the date of conveyance of the Lot to an Owner (See Article VI, Section 3). The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as

of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15% per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Owner's Lot.

**Section 9. Subordination of Assessments Liens.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The assessment shall be paid prior to or at the closing of sale or transfer of any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. The failure of an Owner to pay assessments as provided in this Article III shall not constitute a default under a mortgage insured by the Federal Mortgage Agencies.

#### **ARTICLE IV DECLARANT'S RIGHTS**

**Section 1. Declarant's Rights.** Declarant reserves the right to use any of the Lots as models and to sell, assign, or conduct other businesses in connection with the construction and development of the project from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain models, erect signs, maintain an office, staff the office with employees, and to show Lots then unsold. Declarant retains the right to be considered an Owner of any Lot that remains unsold. Declarant also reserves the right to make changes in the number, location, or manner of construction of buildings and other improvements on the Properties including, without limitation, the substitution of screened-in porches for decks on certain Lots designated by Declarant; provided, that in all cases, such changes shall be accomplished in a manner consistent with applicable laws and ordinances.

#### **ARTICLE V MAINTENANCE**

**Section 1. Maintenance by Owners.** The Owner of each Lot shall furnish and be responsible for, at the Owner's own expense, all maintenance and repairs of the Owner's Lot and all structures, improvements, and equipment located thereon including decorating and replacements within the Owner's Living Unit, the heating and air conditioning systems and any partitions and interior walls appurtenant to the Living Unit, but excluding the Association



Responsibility Elements. The Owner shall be responsible for the maintenance, repair, and replacement of all windows in the Owner's Living Unit, the doors leading into the Living Unit, all electrical fixtures located on the exterior of the Living Unit, and any and all other maintenance, repair, and replacements of the improvements, including decks, patios and stoops, including snow removal therefrom, shrubs, flowers, trees, plantings, gardens, and other landscaping, on the Owner's Lot unless otherwise provided herein. The Owner shall also be responsible for the maintenance, repair and replacement of all electrical wiring from the main electrical box to the Owner's Living Unit, notwithstanding the fact that such wiring is located off-premises from the Owner's Lot. The Owner shall be responsible for maintaining exterior light fixtures of the Living Unit, including replacement of the light bulbs, and the Owner shall keep such light fixtures illuminated from dusk to dawn daily.

To the extent that equipment, facilities and fixtures (including fences) within any Lot shall be connected to similar equipment, facilities, or fixtures affecting or serving other Lots, then the use thereof by the Owner of such Lot shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors or the manager or managing agent for the Association shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to any equipment, facilities or fixtures affecting or serving other Lots.

Any repair or replacement of an exterior structure, improvement or equipment (including, without limitation, electrical fixtures) shall match the original item that it repairs or replaces. All exterior structures, improvements and equipment (including, without limitation, decks and fences) shall be constructed in accordance with local ordinances and building codes.

**Section 2. Maintenance of Driveways and Sidewalks.** The Association shall be responsible for the maintenance, including snow removal, repair and repaving of all driveways and for the maintenance and repair of any pedestrian walkways or sidewalks, excluding the stoops located at entrances of any Living Unit, constructed or to be constructed within the Properties by Declarant for the benefit of all Owners of Lots. Private driveways and sidewalks shall be maintained at all times in such manner as to provide ingress and egress, both pedestrian and vehicular, from each Lot to and from the private streets of the Bella Strada Estates Master Home Owners Association. The specification for replacement of any driveways, walkways or sidewalks shall be determined by the Board of Directors, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors.

**Section 3. Maintenance Obligations of Association.** In addition to maintenance upon the driveways and sidewalks, the Association shall provide all maintenance, repair, replacement, removal and demolition of the Association Responsibility Elements, including but not limited to, maintenance upon each Lot that is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces and other exterior improvements, and snow removal (but excluding the stoops located at the entrances of any Living Unit).

**ARTICLE VI**  
**INSURANCE**

**Section 1. Casualty Insurance.** The Association shall obtain a master casualty insurance policy or policies affording fire and extended coverage insurance for the Association Responsibility Elements in an amount equal to the full replacement value thereof. The Association may obtain "all risk" coverage for the Association Responsibility Elements. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. The Association may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the monthly maintenance assessment for each Lot on a pro rata basis. Such insurance coverage shall be for the benefit of the Association, each Owner, and, if applicable, the first Mortgagee of each Lot.

The master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provision that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, the Owners and their respective agents and guests, and (b) waives any defense based on invalidity based upon the acts of the insured; and providing further that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by any Owner as hereinafter permitted.

**Section 2. Liability Insurance.** The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, its agents and employees, the Owners and all other persons entitled to occupy any Lot. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to, worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf to the Association. Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association.

**Section 3. Monthly Assessment for Insurance.** The premiums for all such insurance hereinabove described shall be paid by the Association and the pro rata cost thereof shall become a part of the monthly assessment (over and above the assessments described in Article III, Sections 3 and 4 herein) to which each Lot conveyed by Declarant shall be subject under the terms and provisions of Article III, Section 7. Each Owner shall prepay to the Association at the time a Lot is conveyed to such Owner an amount equal to twelve (12) monthly insurance assessments and shall maintain such prepayment account at all times. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof

shall be promptly furnished to each Owner, mortgagee, the City of whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

**Section 4. Distribution to Mortgagee.** In no event shall any distribution of proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event, any remittances shall be to the Owner and the mortgagee jointly, or in accordance with the terms of any endorsement in favor of the mortgagee.

**Section 5. Additional Insurance.** Each Owner shall obtain additional insurance at the Owner's expense, affording coverage upon the Owner's personal property, the contents of the Owner's Living Unit, and all components of the Owner's Living Unit not included in the Association Responsibility Elements (including, but not limited to, all floor, ceiling, and wall coverings and fixtures, betterments and improvements) in an amount equal to the full replacement value therefore. Such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association. Each Owner shall obtain comprehensive public casualty insurance, at the Owner's expense, affording coverage upon the Owner's Lot with a combined single limit of not less than \$300,000 per occurrence. Such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

**Section 6. Casualty and Restoration.** Damage to or destruction of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. If for any reason the Association chooses not to repair or reconstruct any Building damaged or destroyed by fire or other casualty, the Owner(s) of the affected Lots shall have the right, but not the obligation, to perform such repair or reconstruction and to collect the cost thereof from the Association.

**Section 7. Insufficiency of Insurance Proceeds.** If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing any Building or Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association, which shall then have the right to levy a special assessment against all Lots for the amount of such deficiency.

For the purposes of Section 6 above, repair, reconstruction and restoration shall mean construction or rebuilding of any Building or Buildings to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same or similar type of architecture.

**Section 8. Surplus of Insurance Proceeds.** In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Properties, or, in the discretion of the Board of Directors, may be distributed to the Owners of the Building affected and their mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damages shall not constitute a waiver of any rights against Owner for committing willful or malicious damage.

**ARTICLE VII**  
**EASEMENTS**

**Section 1. Drainage, Utility, and Sewer Easements.** As noted on the recorded Plat, Declarant has reserved certain areas of the Lots for public utility and sewer easements. In doing so, it is the intention of Declarant to provide the needed flexibility, for the benefit of all Lots and Owners, to properly install and allow to be maintained all electrical, telephone, water, gas, sewer, and other utility service (including all lines, pipes, wires, cables, ducts, etc.) to the Living Units constructed on the Lots. No other improvements or permanent structures (excluding walkways, driveways and fences) shall be placed within such easements and any fences installed shall be subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair, or remove any necessary facilities and the right of Declarant and the Association to provide for and maintain appropriate drainage. Regardless of whether shown on the recorded Plat, each Lot shall accept surface water drainage from adjacent properties whether or not located within the Properties and each Lot shall have the right to drain its surface water to the adjacent Lots located within the Properties.

**Section 2. Additional Easement Rights.** Declarant reserves unto itself, for the benefit of all Lots and Owners, an easement right, title, and authority to relocate, alter or otherwise change the location of any drainage, utility or sewer easement and to grant such further easements, licenses, and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Properties. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, or other easement, license or right-of-way by written instrument, or amendment to the Plat recorded in the Office of the Recorder of Polk County, Iowa. Each Owner shall take title subject to the right and easements reserved herein; provided, however, the rights reserved in this Section 2 shall not be exercised in a manner which unreasonably and adversely affects any Building or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any Lot. The rights and easements reserved by Declarant in this Section 2 shall run with the land and Declarant's right to further alter or grant easements shall automatically transfer to the Association when Declarant shall have conveyed the last Lot within the Properties.

**Section 3. Easement for Access and Maintenance.** The Association, its agents, and contractors and each Owner shall have an easement and license to, in and over each Lot for the purpose of performing its maintenance obligations and for access to the rear of the Lot owned by such Owner.

**Section 4. Easement for Water Usage.** The Association, its agents, and contractors shall have an easement and license to use hoses, bibs and water from all Lots for the purpose of performing its maintenance obligations provided the Association shall reimburse the Owner for any water costs relating thereto in excess of \$50.00 per month.

**Section 5. Easement for Emergency Purposes.** An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon all Lots and any pedestrian walkways or sidewalks.

**Section 6. Easement for Signs.** Declarant reserves unto itself for so long as it owns any Lot, and thereafter reserves and grants to the Owners by and through the Association, the right and easement to erect and maintain an entryway sign or signs.

**Section 7. Driveways and Entrances.** An easement is hereby reserved and granted for the use of all Lots served by one driveway over such driveway. To the extent that a driveway serving a Living Unit is located partially or wholly on another Lot or Lots, the Owner of the Living Unit served by such driveway shall have the benefit of any easement over that portion of the other Lot or Lots covered by the driveway. This driveway easement shall be for ingress and egress purposes and no Owner shall park or allow to be parked any vehicular or other obstruction within the driveway area so as to prevent access to the Living Units that such driveway serves. Further, there is hereby reserved and granted an easement for the benefit of each Lot served by a sidewalk and pedestrian walkway located partially or wholly on another Lot or Lots. In the event Living Units are served by a shared front entry stoop and to the extent of such shared stoops a reciprocal easement is granted for the benefit of each served by such shared entry stoop. No Owner shall obstruct or allow obstructions on any sidewalk or pedestrian walk or shared entry stoop which would impair use and access to the Living Unit which such sidewalk or entry stoop serves.

**Section 8. General Easements.** Each Lot shall be subject to the following easements in favor of the Association and the other Owners:

- (a) Every portion of a structure upon a Lot which contributes to the support of any structure not on the same Lot is burdened with an easement of such support.
- (b) Each Lot is burdened with an easement through the Lot and through the attic and basement of any structure thereon for conduits, ducts, plumbing, wiring, pipes, and other facilities for the furnishing of utilities, heating and air conditioning systems and similar services to other Lots, including the location of utility meters and equipment on one Lot for service to other Lots.
- (c) Each Lot is burdened with an easement of ingress and egress for maintenance,

repair and replacement of Association Responsibility Elements by the Association.

- (d) Each Lot is burdened with an encroachment easement for minor encroachments of common walls due to settling, shifting or inexact location during construction.
- (e) Each Lot is burdened with easements for public utilities and sidewalks as may be shown upon any recorded subdivision plat.

**ARTICLE VIII**  
**PARKING RIGHTS**

**Section 1. Use of Parking Spaces, Guest Parking, and Parking on Public Streets.**

Subject to the provisions of Article VII, Section 7, above, the paved driveway in front of each Owner's garage shall be for the exclusive use of such Owner. Owner's automobiles shall be parked in the Owner's garage. No one, including the Owner and the Owner's guests, shall use Owner's driveway, designated guest parking, or the streets located within the Properties, for the parking or storage of any automobiles, watercraft, snowmobiles, commercial vehicles, trailers, camping vehicles or other recreational vehicles. In the event of a violation of this provision, the Association may, after reasonable notice, remove any such snowmobiles, watercrafts, commercial vehicles, trailers, recreational or camping vehicles or any other vehicle. Owner's guests shall park only in the designated guest parking for a maximum of seven (7) days. To park an automobile in the designated guest parking for a period of time longer than seven (7) days, the Owner must notify the Association. In the event an automobile is parked for a period of time longer than seven (7) days, Association may, after reasonable notice, remove any such automobiles.

**Section 2. Storage and Access.** Bicycles, toys or other personal property shall not be allowed to obstruct any driveway, nor shall the same be stored alongside building walls or in any other location open to public view. No vehicles shall be parked so as to impede access from or to any Lot or public street. No fence, barrier or other obstruction of any kind shall be placed or constructed so as to impede access from or to any Lot or public street.

**Section 3. Temporary Parking.** Notwithstanding the foregoing, the temporary or incidental parking of trucks or other commercial vehicles shall be allowed for the making of pickup and deliveries to neighboring Lots. In addition, during construction of the Living Units, Declarant may use the driveways, sidewalks, public streets and similar areas within the Properties, as it deems appropriate.

**ARTICLE IX**  
**ARCHITECTURAL CONTROL**

No building, fence, wall or other structure, except as originally constructed by or on behalf of Declarant, shall be commenced, erected, altered or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof be made (including screen door, satellite dishes and similar fixtures) until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in

writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. Any change in the appearance or the color of any part of the exterior of a building (including the exterior items for which the Owner is responsible for maintenance pursuant to Article V, Section 1, hereof) shall be deemed a change thereto and shall require the approval therefore as above provided.

**ARTICLE X**  
**SIGNS AND HOME OCCUPATIONS**

**Section 1. Signs.** No signs of any kind including rental signs (other than interior window signs) and further including signs of any nature, kind, or description that identify, advertise, or in any way describe the existence or conduct of a home occupation, shall be displayed on any Lot without the prior written approval of the Board of Directors; provided, however, that an Owner shall be entitled to display one (1) "for sale" sign of standard and customary size and materials in connection with attempts by the Owner to market a Lot. Nothing in this Article shall affect the rights of Declarant provided in Article IV.

**Section 2. Home Occupations.** No home occupation shall be conducted or maintained on any Lot other than one which is incident to a business, profession or occupation of the Owner or occupant of any such Lot and which is generally or regularly conducted in another location away from such Lot. No child-care service or activity shall be regularly conducted on any Lot, except for incidental childcare activities for the sole benefit of the Owner of a Lot. Nothing contained herein shall be construed or interpreted to affect the activities of Declarant in the sale of Lots or single-family dwellings as a part of the development of the Properties.

**ARTICLE XI**  
**ENCROACHMENTS AND EASEMENTS FOR BUILDINGS**

**Section 1. Encroachment.** If, by reason of the location, construction, settling or shifting of a Building, any part of a Building consisting of Living Unit appurtenant to a Lot (hereinafter in this Article XII referred to as the "Encroaching Unit") encroaches upon any minor portion of any other adjacent Lot, then in such event, an exclusive easement shall be deemed to exist and run to the Owner of the Encroaching Unit for the maintenance, use, and enjoyment of the Encroaching Unit and all appurtenances thereto, for the period during which the encroachment exists.

**Section 2. Easements.** Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in or on any other Lot or Living Unit and serving such Owner's Lot.

**ARTICLE XII**  
**ADDITIONAL RESTRICTIONS**

**Section 1.** No Lot shall be used except for residential purposes, as defined in the Johnston Zoning Ordinance, except for rights of Declarant as provided in Article IV. No buildings, structures or sheds shall be erected on any Lot other than the Living Units or

replacements thereof.

**Section 2.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than a total of two (2) dogs; or one (1) dog and one (1) cat; or two (2) cats, each animal weighing less than 20 pounds at full growth, may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No dogs or cats shall be permitted outside of the Living Unit unless leashed and attended by the Owner. No dog runs, doghouses or unattended chains shall be permitted. The Owner shall be responsible for prompt removal and disposal of all waste from their dogs or cats. The Association may, by rules and regulations, prohibit or further limit the raising, breeding or keeping on any Lot of any pet.

**Section 3.** Noxious or offensive activities not involving the maintenance of Lots shall not be carried on upon any Lot nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood. Nor shall any Lot be used for any unlawful purpose. Nor shall any Owner cause, or suffer or harbor the source of, any noise or activity that disturbs the peace, comfort and quiet enjoyment of other Owners or those claiming under or through other Owners.

**Section 4.** The Owner of each Lot shall keep the same free of weeds and debris.

**Section 5.** No trash receptacles and garbage cans shall be permitted to be placed outside of a Building or a structure on any Lot. This restriction shall not preclude the placement of waste containers outside of such area on a temporary basis, if so required by governmental regulation or by any private removal service, on trash pickup days only and not more than twenty-four (24) hours in advance of pickup. The Owners, individually or collectively, shall contract with only one (1) private removal service.

**Section 6.** No temporary structure, trailer, basement, tent, shack, garage, barn, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

**Section 7.** No exterior transmission towers, antennas or television and/or microwave transmission dishes of any kind shall be constructed, installed, modified, or permitted on the ground, on Buildings, on Living Units, or on garages without written consent from the Association. Owners must submit a request to install said services in writing to the Association prior to installation. Requests should include type, size and location of the tower, antenna, dish, or other device Owner seeks permission to construct, install, modify, or attach. Notwithstanding the foregoing, exterior towers, antennas or television and/or microwave receiver dishes which are designed to receive direct broadcast satellite service, including direct home satellite service, and have a diameter of less than one (1) meter, or which are designed to receive video programming services by a multipoint distribution service, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and are one (1) meter or less in diameter or diagonal measurement, shall be permitted. Owner must submit notification to the Association in writing of the Owner's intent to install said services. No more than one (1) such tower, antenna or television and/or microwave receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling shall be permitted for the cable from such tower, antenna or television and/or microwave receiver dish. No other exterior towers or antennas shall be constructed, installed, modified or permitted on the ground,



on Buildings, on Living Units, or on garages.

**Section 8.** No basketball goal (whether attached to the exterior of a Living Unit or affixed to a free standing pole), soccer goal, baseball backstop or other similar sporting equipment shall be constructed upon any Lot.

**Section 9.** All unattached sporting equipment, toys, outdoor cooking equipment, and other equipment and supplies necessary or convenient to residential living shall be stored on the patio or deck of the Living Unit. The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious weed or other noxious substance, and the harboring of the source of any noise or activity which disturbs the peace, comfort and serenity of Owners is prohibited.

**Section 10.** The Owners shall be individually responsible for utility charges which they incur for water and sewer services in the same manner as persons occupying single-family detached houses.

**Section 11.** No fence shall be allowed to be constructed on any Lot without prior written approval from the Board of Directors. Any fence approved by the Board of Directors shall be limited to privacy or decorative fences located around the decks or patios of the Living Units.

**Section 12.** No personal property shall be stored or left upon a Lot except within the residential structure or garage located upon the Lot. Garage doors shall be kept closed except during times of access to the garage.

**Section 13.** Nothing shall be altered in, constructed in, or removed from the Association Responsibility Elements, except upon written consent of the Board of Directors.

**Section 14.** No activity shall be allowed which unduly interferes with the peaceful possession and use of the Properties by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

**Section 15.** Nothing shall be done or kept in any Lot which will increase the rate of insurance on the Association Responsibility Elements without prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Owner's Lot which will result in the cancellation of insurance on any Lot or the Association Responsibility Elements, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.

**Section 16.** All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies that require maintenance modification or repair of property shall be the same as the responsibility for the maintenance and repair of the property concerned.

**Section 17.** The Board of Directors shall have the authority to adopt rules and regulations governing the use of Lots and the Association Responsibility Elements. Such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns, and licensees.

**Section 18.** Agents or contractors of the Board of Directors may enter any Lot when necessary in connection with any maintenance or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owners as practicable.

**Section 19.** Neither the Owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the Lots by the Declarant. The Declarant may make such use of the unsold Lots as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, model home, the showing of the property and the display of signs.

**Section 20.** Failure of the Association or any Owner to enforce any covenant, condition or restriction of this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to enforce the same thereafter.

**Section 21.** No structure or improvements (including, without limitation, fences) shall be constructed within the landscaping setback.

**ARTICLE XIII**  
**GENERAL PROVISIONS**

**Section 1. Right of Enforcement.** In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the Owners and all parties claiming under them, and the City of Johnston (if it so elects by approval of its City Council) shall have the right to enforce the covenants, conditions, and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

**Section 2. Amendment.** This Declaration may be amended or changed by an instrument recorded in the Office of the Recorder of Polk County, Iowa, signed or approved by at least two-thirds of the then Owners; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Notwithstanding the foregoing, this Declaration may be amended by Declarant without approval by the other Owners so long as Declarant has any ownership interest in any Lot.

This Declaration may also be amended by Declarant, if it then has any ownership interest in any Lot, at any time within four (4) years after the recordation hereof in order to satisfy the requirements of any of the Federal Mortgage Agencies. As long as Declarant is the sole voting member, any such amendments shall be recorded and shall be subject to the prior written approval of any of the Federal Mortgage Agencies having an interest in the Properties or any portion thereof.

**Section 3. Duration.** This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty-one (21) years from the date of recordation in the Office of the Recorder of Polk County, Iowa, and shall automatically extend for successive

periods of ten (10) years each unless prior to the expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the provisions hereof, but the same shall remain in full force and effect.

**Section 4. Notice to Mortgagees.** The Association, upon request, shall provide written notification to any lender holding a first mortgage upon any Lot specifying the defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or Bylaws of the Association or any other applicable documents which default has not been cured within sixty (60) days.

**Section 5. Restriction on Rental.** In order to protect the integrity of this subdivision and to insure that those persons residing therein have similar proprietary interests in their Lots and Living Units, no Lot and the Living Unit located thereon shall be leased or rented for a period of time of less than one (1) year and no lease or rental agreement to any such tenants or lessee shall be extended or renewed for a period of time longer than two (2) years. No Owner shall lease his/her Living Unit more than one (1) time during his/her ownership thereof.

**ARTICLE XIV**  
**ADDITION AND REMOVAL OF PROPERTY**

**Section 1. Subjecting Additional Land to Declaration.** Declarant shall have the irrevocable right to subject additional land to the terms of this Declaration at any time in the future without the consent of the Association. The additional land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the additional land shall automatically become Members of the Association in the same fashion as described in this Declaration and shall be subject to the same applicable terms, conditions, duties and assessments as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Recorder of Polk County, Iowa. No approval of the Association or any other person shall be necessary.

**Section 2. Removing Land from Operation of Declaration.** Declarant shall have the right now and in the future to remove any portion of the Property from the operation of this Declaration provided that the portion so removed has not yet been platted into individual lots and a plat for that portion has not been filed of record with the Auditor of Polk County, Iowa. Declarant shall signify this removal by filing an amendment to this Declaration with the Recorder of Polk County, Iowa. No approval of the Association or any other person shall be necessary.

**ARTICLE XV**  
**LIMITATION OF LIABILITY**

**Section 1.** Declarant shall not be liable to the Association or any Owner for damages or repairs to:

- (a) Any private roadway, sidewalk, driveway, curbs, stoop or other concrete improvement located within the Properties, including (but not limited to) cracking or chipping that may occur due to weather conditions; or
- (b) Any Living Unit beyond the express warranties set forth in the homeowner's warranty provided to the original owner; or
- (c) Any appliances within any Living Unit, including (but not limited to) the furnace, air-conditioner, stove, oven, dishwasher and garbage disposal, beyond the express warranties set forth in the manufacturer's warranty provided to the original Owner.

**XVI.**  
**MEMBERSHIP IN MASTER ASSOCIATION.**

**Section 1.** In addition to Villas at Bella Strada Estates Association, every Owner of a Lot shall also be a Member of Bella Strada Estates Master Home Owners Association, its successors and assigns (the "Master Association"), a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, 2013 and subject to assessments made by the Master Association pursuant to the Declaration of Master Covenants, Conditions and Restrictions for Bella Strada Estates.

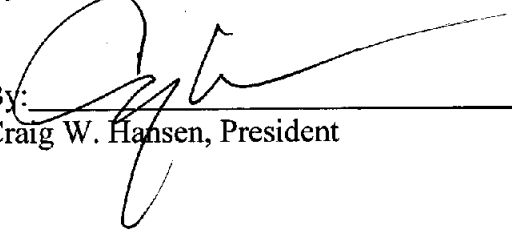
**SIGNATURE ON FOLLOWING PAGE**

IN WITNESS WHEREOF, BELLA STRADA ESTATES, LLC has caused this Declaration to be executed this 4<sup>th</sup> day of December, 2014.

**DECLARANT:**

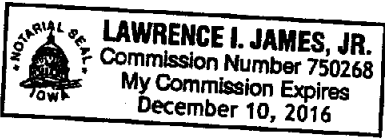
BELLA STRADA ESTATES, LLC

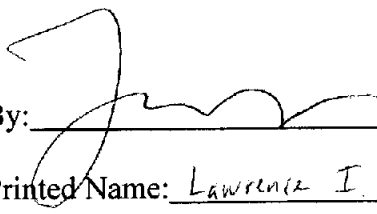
By: HANSEN PROPERTIES, L.L.C., Sole Member

By:   
\_\_\_\_\_  
Craig W. Hansen, President

STATE OF IOWA            )  
                                  )ss:  
COUNTY OF POLK    )

This instrument was acknowledged before me on December 4, 2014, by Craig W. Hansen, President of Hansen Properties, LC, Sole Member of Bella Strada Estates, LLC.



By:   
\_\_\_\_\_  
Printed Name: Lawrence I. James Jr.  
Notary Public