BUILDING RESTRICTIONS, RESERVATIONS, & COVENANTS
BELLA VISTA ADDITION

These building restrictions, reservations, and covenants apply to the following described real estate, to wit:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 25, 26, AND 27, BELLA VISTA SUBDIVISION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CENTERVILLE, IOWA.

1. **OWNER'S ASSOCIATION**: All owners of platted lots in Bella Vista Addition shall be members of the Bella Vista Addition Owners' Association (the "Association"). Each owner shall have one vote for each lot occupied, except that the developer has one vote for each lot owned and the City of Centerville has 1 vote per lot owned. The City of Centerville (person by Mayor's appointment) shall act as President of the Association until half of the lots in Phase I have been sold.

2. **DESIGNATION OF USE:** All said lots shall be single-family residential lots and shall not be improved, used, or occupied for other than private single-family residential purposes. No commercial activity, except for home office activities (which require record keeping) shall be conducted or maintained on any lot at any time, including activities that might otherwise be permitted by applicable zoning ordinances.

3. **BUILDING PLANS APPROVAL:** No one shall erect or suffer to be erected on any lot or lots in said Addition any dwelling or other building, or subsequent modifications thereto, without first having submitted the plans and specifications therefore to the Association and received its approval. The Association may establish a Review Committee to review and act on the plans and specifications. Such approval shall not be arbitrarily refused but the decision of the Review Committee may be appealed to the Association. The decision of said Association shall be final and not subject to review.

4. **DWELLING AREA**: No dwelling shall be constructed or permitted to remain upon any said lot unless it meets the following floor area requirements:

   A. One-story dwellings must have a ground floor finished area of not less than 1,300 square feet.
   B. One and one-half story dwellings must have not less than 1,000 square feet of finished area on the ground floor and a total on the ground floor and the second floor of not less than 1,600 square feet of finished area.
   C. Two-story dwellings must have not less than 1,000 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 1,800 square feet of finished area.
   D. Split-entry dwelling must have not less than 1,200 square feet of finished area directly under the roof and a total finished area of 1,600 square feet.

E. Split-level dwellings must have not less than 1,300 square feet of finished area directly under the roof.

F. In computation of floor area, the same shall not include porches, breezeways, garage or basements.

5. **DESIGN AND CONSTRUCTION:**

A. No mobile home as defined in the Code of Iowa shall be placed on or erected on any of said lots. No earth shelter or partial earth shelter and roof dwellings shall be placed or erected on any of said lots.

B. No building shall be erected on any lot nearer to any lot line than the building setback lines as shown on the plat.

C. No dwelling shall be constructed, altered, or maintained on any lot unless it has a driveway running from a street to the dwelling, which must be of sufficient area to park at least two cars off the street right-of-way. The owner of a lot shall, at the owner's expense, install the driveway. All driveways must be constructed of concrete and installed at or before the time of dwelling completion. On-street parking will not be allowed for residents.

D. All homes shall include at least a two-car attached garage. The garage may be under the dwelling if on a hillside lot.

E. No dwelling shall be less than forty (40) feet in length (exclusive of roof overhand and attached garage) across the width of the lot.

F. Reasonable shrubbery or decorative fence shall properly screen any trash container, compost pile, compost container.

G. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction.

H. All buildings shall be constructed of new material, unless otherwise approved by the Association.

I. The exterior of any and all buildings shall be maintenance-free or natural wood such as vinyl, brick, stucco, cedar, or redwood sidings. No hardboard siding will be permitted. This also applies to soffits and facia.

J. Foundations shall meet the most current International Building Code.

K. No owner shall install or maintain any exterior lighting, which obtrudes on any of the other lots and shall not be a glare source as view from other properties.

L. All exterior plans, elevations, and location on any lot, as well as building roof and siding colors shall be approved by the Association.

M. No building or structure of a temporary character and no trailer, basement, tent, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any lot, either temporarily or permanently. Temporary buildings may be located on a lot only at the time dwelling construction is started and must be removed at or before dwelling completion.

N. Permanent auxiliary or storage type buildings shall be consistent in design, color, and material with the primary residence on said lot.

O. All dwellings must met International Building Codes—2000 including Energy Efficiency Code.

P. All dwellings must have a minimum of 12" overhangs on roof and a minimum 4-12 roof pitch.

6. **LANDSCAPING:**

A. No hedge or shrub planting which obstructs sight-lines at elevations between two (2) And ten (10) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B. Initial landscaping shall be completed within six (6) months of completion of the residence, as weather will allow. The Association shall approve all landscaping plans.

C. All hedges, shrubs, and landscaping shall be placed and maintained in a manner that is neat and natural. No vegetable garden shall exceed two percent (2%) of the total lot size upon which it is placed. Any such garden shall be maintained in a neat and weeded manner.

D. The Association shall approve swimming pools, above or in-ground. Any swimming pool shall be fenced for safety purposes and will be fully screened from adjacent lots and the street.

7. **FENCES:** No snow fence, or temporary fence of any kind shall be permitted on any lot. The Association shall review and approve all fencing proposals on a case-by-case basis.

8. **UTILITIES:** All utilities shall be underground.

9. **ANIMALS**: No birds, 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 two (2) household pets, which must be licensed at City Hall, be maintained on any one lot at any one time.

10. **LARGE VEHICLES:** No vehicle licensed for more than eight (8) tons shall be parked on a tract for other than delivery purposes. Recreational vehicles or boats, if present for more than 7 days must be in a garage.

11. **WEED CONTROL:** The owner of each lot, vacant or improved, shall keep such lot or lots free from weeds and debris and the grass on the lots must be kept mowed to a height not exceeding five (5) inches.

12. **SIGNS:** No signs shall be maintained on any lot or tract or any building, except temporary signs may be displayed to advertise the premises for sale or to advocate the election of a political candidate. Garage sales can be held once a year on the date established by the Association.

13. **EASEMENTS:** Certain perpetual easements are reserved as shown on the recorded plat. The owner or occupant of a lot shall, at his own expense, keep and preserve that portion of the easement within his property in good repair and condition, and shall neither erect or permit erection of any building, structure, or fence of any kind within the easement, which might interfere in any way with the use of such easement.

14. **NO SUBDIVISION:** No lot shall be subdivided, for purposes of reducing lot size, without the prior written consent of the Association.

15. **RUN WITH THE LAND:** These restrictions, reservations, and covenants shall run with the land and shall be binding on all owners of lots in said Addition and all parties claiming under them until December 31, 2020, at which time said restrictions, reservations, and covenants shall be automatically extended for successive periods of ten (10) years. If by vote of the majority of the then owners of all the lots, it is agreed to change the restrictions, reservations, and covenants in whole or in part, then that vote shall have precedence.

16. **ENFORCEMENT:** If the owners of the lots, or their heirs, legal representatives or assigns, shall violate or attempt to violate any of the covenants or reservations herein, it shall be lawful for any other person or person owning any other lot in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and might prevent him or them from so doing or to recover damages, including attorney fees, for such violation.

17. **INVALIDATION:** Invalidation of any one of these restrictions, reservations, and covenants or parts thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

18. **CONSTRUCTION:** Words and phrases herein including acknowledgment hereof shall be constructed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.