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Johnson County Iowa
Kimberly A. Painter County Recorder

Prepared by: Michael J. Pugh
Bradley & Riley PC

One South Gilbert Street
Iowa City, IA 52240

BK **3694** PG **896-901**

**PROTECTIVE COVENANTS AND RESTRICTIONS
OF
LOTS 236 THROUGH 254
WINDSOR RIDGE SUBDIVISION PART ELEVEN
IOWA CITY, JOHNSON COUNTY, IOWA**

The undersigned, being the owner of lots 236 through 254 in the subdivision to Iowa City, Johnson County, Iowa, known as Windsor Ridge - Part Eleven, the plat for said subdivision being recorded in Book 41, page 54, in the office of the County Recorder of Johnson County, Iowa, for the mutual benefit of those persons who may purchase any of the lots referenced herein now owned by the undersigned, hereby impose the following Protective Covenants and Restrictions on Lots 236 through 254 in Windsor Ridge - Part Eleven, which shall be binding upon all the present and future owners of each and every parcel of ground in said subdivision as covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land.

1. All lots shall be used only for single-family residential purposes and no structure shall be erected on any lot other than a single-family dwelling not exceeding two (2) stories, or two (2) stories and an exposed basement to the side or rear, and an attached garage for not to exceed three (3) cars.

2. The following provisions shall be applicable to construction in the subdivision lots:

a. No lots shall be subdivided. This-provision shall not prevent a conveyance of a portion of one lot to the abutting owner of another so long as said conveyance does not result in an additional building lot being created thereby.

b. No building shall be erected on any lot having a ground floor living area of less than one thousand, four hundred (1,400) square feet in the case of a one (1) story structure, nor less- than one thousand (1,000) square feet in the case of a one and one- half (1- 1/2) or two (2) story structure provided that said one and one-half (1-1/2) or two (2) story structure contains a minimum total of one thousand eight hundred (1,800) square feet. Garages breezeways, screened porches, open porches, decks, or third story square footage shall not be considered as ground floor area.

c. No trailer, mobile home, tent, boat, unattached garage or barn shall be placed upon any lot except as specifically provided in these Covenants.

d. No building shall be constructed nearer than 25 feet nor more than 30 feet, or as noted on final subdivision plat, to the front line or 7 feet to any side lot line and all applicable provisions of the Iowa City, Iowa, zoning ordinances shall be observed. To the extent

permitted by Iowa City ordinances, the Subdivider may approve a side yard of less than 7 feet or a building setback requirement of less than 25 feet or more than 30 feet where unusual terrain features or unusual circumstances exist.

e. The top of the foundation of the dwelling on each lot must be eighteen inches (18") above the top of the street curb at the center of the lot. All other building elevations, including requirements for walk-out or conventional basements, must be approved by the Subdivider. The installation of walk-out basements will be permitted only if, in the absolute discretion of the Subdivider, the same will not adversely affect surface water drainage or the continuity of topography within the subdivision.

f. Exterior front surfaces of the dwellings shall be partially constructed of brick or stone with the remaining front exterior material to be approved by the Subdivider. No vertical siding of any kind is permitted. T-1-11, inverted bat or board and batten siding is not permitted. Other materials may be approved in writing by the Subdivider.

g. All dwelling roofs shall be surfaced with cedar shake shingles, or with the following brands of laminated shingles: I.) Certaineed 30 Year Landmarks. II.) ELK 30 Year Raised Profile. III.) G.A.F 30 Year Timerline. All dwelling roofs must have a minimum pitch of 6/12 (i.e., 6" of rise for each 12" of run) and the building plans submitted for approval will show the roof pitch. Other materials may be approved in writing by the Subdivider prior to commencement of construction.

h. Prior to any construction, two (2) sets of plans and specifications for the proposed structures shall be submitted to the Subdivider or its designee for approval. In addition to plans and specifications for structure, the application shall show the location and type of fences, parking, areas, plantings, landscaping, and other relevant matters, including location on the lot of all proposed improvements the materials to be used and the exterior color scheme proposed. The application shall also set forth a time schedule for construction of improvements, and in no event will an application be approved when the proposed construction will take longer than twelve months. The Subdivider or its designee shall approve or disapprove the application within period of ten (10) days after receipt of all of the above documents. The Subdivider or its designee shall have the right to refuse approval of any application for any reason which the Subdivider or its designee, in its sole discretion, may deem to be in the best interest of the development.

i. All driveways, vehicle parking area, and walkways will be constructed of concrete, and will be completed within the twelve-month period set forth in the immediately preceding paragraph. All sidewalks must be four feet in width.

j. No fences will be installed unless the same are polycovered green or black chain link fence construction four (4) feet in height. No fence will extend along any boundaries of the front yard. No fence shall extend closer to the front of the dwelling home than the rear outside corner of said dwelling. Swimming pools must be below ground level and located in the rear yard and may be bordered by a five to six feet high poly-covered chain link fence. All fences must be installed with plantings to screen the fence from the view of surrounding property owner. The plants must be three feet in height when planted and are to be planted between the lot line and the fence six feet on center and three feet from the exterior side of said fence. The

Subdivider may waive all or any portion of this provision where the fences to be installed would be located in the wooded portions of a lot. Such waiver shall be in writing.

k. Each lot shall have an exterior decorative yard light to be approved by the developer prior to installation. This light will be located ten feet back from the front property line and five feet to the inside of the driveway.

Each lot, once an occupancy permit is obtained, shall have a mailbox installed on said lot, the locations and specifications for which shall be furnished by the Subdivider or its designee.

l. During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision roads and other building lots.

m. Each lot owner will plant two trees each with a minimum trunk diameter of 2 inches and of a type (species) to be approved by the Subdivider. Said trees shall be planted by the owner within one hundred eighty (180) days from the date an occupancy permit is issued for the property.

n. Each dwelling shall have a minimum of two and a maximum of a three-car capacity attached garage. The garage must be serviced by a front entrance driveway from the existing public street or by an inside front entrance to the garage. No driveway may be located within 7 feet of any side yard boundary line, unless Subdivider waives in writing this requirement.

o. The initial exterior color of the dwelling shall be subject to the approval of the Subdivider. Split-foyers, A-frames, premanufactured or dome houses will not be permitted.

p. Except for wooded areas of the lot behind or to the rear of the dwelling, the backyard shall be fine graded and seeded or sodded. The front and side yards and the parking area between the front yard and the paved street shall be sodded.

q. No trees 8 inches in diameter or larger will be removed from the lot without permission of the Subdivider.

r. Dog runs must be located contiguous to and extend no further than the back side of the dwellings. Dog runs shall not be larger than 120 square feet. Materials used for fencing and landscaping must be in compliance with paragraph 2(j) above, except that the fence height may extend to six (6) feet.

s. Other than applicable requirements of the Iowa City Zoning Ordinance and the Subdivider's Agreement entered into with the City of Iowa City in connection with the approval of the subdivision, the Developer may, in writing, waive or consent to variances in any of the preceding building regulations and requirements to prevent hardship to or unintended results for any Lot owner. In the event of such variance, said waiver or consent shall not be construed as being applicable to any other lot owner.

3. The following restrictions shall be applicable to the use of subdivision lots:
- a. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa, or the common law of Iowa, shall be permitted, and the restrictions pertaining to acts within a county in said Code chapter shall be applicable to this subdivision.
 - b. Vegetable gardens may be maintained only at the rear of a dwelling.
 - c. No animals, livestock or poultry shall be raised or kept within the subdivision except for usual household pets, provided the same are not kept or maintained for commercial purposes. Pets shall be managed in such away that they do not interfere with the quiet enjoyment of property by other lot owners. Pets which continue to make loud noises, damage shrubs or other flora, attack other pets or people shall be considered a nuisance. All dogs located off the owner's premises shall be leashed.
 - d. Motor vehicles used by residents shall be parked in areas designated in the building plans as parking areas. There shall be provided on each lot sufficient off-street parking area including driveway for the parking of at least two (2) automobiles, which area shall be surfaced. No motor vehicle shall be parked on the street of the subdivision overnight or at any time in any manner which would interfere with, the flow of traffic. All campers, trailers, boats, recreational vehicles or snowmobiles shall be stored within a garage or at such other enclosed place where such items are not visible from the street.
 - e. No lot shall contain an above-ground swimming pool or tree house. Also, no illuminated or electrical bug or insect killing device ("bug zapper") shall be located or allowed on any lot.
 - f. No satellite dish (except for a satellite dish no larger than two (2) feet in diameter attached to the roof of the house or garage), radio tower or antenna shall be located on any lot. No outbuildings except for a gazebo whose location and plans are approved in writing in advance of construction by the Subdivider, shall be located on any lot, or the improvements thereon.
 - g. All construction shall be completed within one (1) year from the date of commencement. The owner of any building damaged by fire or act of nature shall within ninety (90) days thereof, commence restoration or reconstruction Of said dwelling, and work shall be completed within one (1) year from the date of destruction.
4. A perpetual easement for utility purposes is reserved on a portion of each lot as designated on the final subdivision plat. No improvements shall be placed within the easement rights-of-way which in any manner interfere with the installation, and maintenance of the utilities within the easement rights-of-way.

A perpetual easement is hereby granted in favor of MidAmerican Energy Company, Qwest Communications International, Inc. and Mediacom upon, over and under, along, and across the areas marked on the plat of the subdivision as "utility easement". Each of said utilities shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and, remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces,

guys, anchors, crossarms, electric lines, insulators and other equipment or appurtenances for the purpose of serving the subdivision and other property with electricity gas, communication, and cable service; the right to trim, cut down and remove such trees, brush, saplings and bushes that may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid. No permanent improvements, fences or trees shall be placed on the areas so designated for utility easement, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

5. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains in Arlington Development, Inc.

6. The reference to any approval required of the Subdivider under the terms of these Restrictive Covenants shall be exercised by Arlington Development, Inc. or such person or entity as it may designate in writing.

7. These covenants are to run with the land and shall be binding on all the parties (except as provided in Paragraphs 5) and all persons claiming under them for twenty (20) years, at which time said covenants shall be automatically extended for a period of ten (10) years unless by a vote of the majority of the then owners of the lot it is agreed to change the said covenants from termination under the provisions of Section 614.24 Code of Iowa, by filing the necessary claim in the manner set forth in Section 614.25, Code of Iowa.

8. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein during their existence as provided for in Paragraph 7, it shall be lawful for any other person or persons owning any other lot in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent said person or persons from so doing or to recover of damages or other dues for such violation.

9. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

10 Except as otherwise provided herein, each Lot owner shall automatically become a member of Windsor Ridge Homeowner's Association and shall be subject to assessment to carry out the purposes of the Association. Each Lot, regardless of the number of owners of said Lot shall be entitled to one (1) vote in matters over which the corporation has control Windsor Ridge Home Owners Association is organized and shall operate for the purpose of owning, maintaining, controlling and managing the common areas and storm water detention facilities in all final plat approved and filed Windsor Ridge Subdivisions located in Iowa City, Iowa. The Association shall also have the right to enforce any of the protective covenants and restrictions set forth herein as well as to represent the interests of lot owners to issues affecting development of surrounding areas- and maintaining the quality of environment and quality of life within the subdivisions.

So long as the lots in the subdivision are owned by Arlington Development, Inc., said lots shall not be subject to assessment by or considered a voting member of the Association. A lot

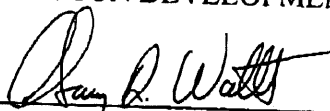
shall be subject to assessment by and considered a member of the Association upon the earlier of the sale or conveyance of said lot by Arlington Development, Inc. to a third party or upon the Association assuming title to and all of the maintenance responsibilities of the common areas within the subdivision.

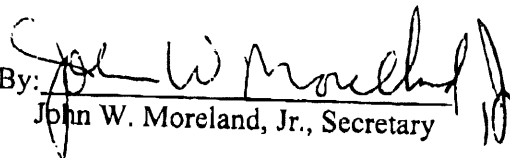
The Subdivider, at its discretion, shall convey title to the Association to any common areas that are not dedicated to the City of Iowa City, as well as other common areas of remaining and future Windsor Ridge Subdivisions.

11 Except for the terms and provisions of Paragraph 10 above which can only be unilaterally amended by Arlington Development, Inc. or its designate, these Restrictive Covenants may be amended from time to time with the written consent of the owners of at least two-thirds (66.67%) of the lots within the subdivision. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the lots within the subdivision and the same shall be filed of record in the office of the Johnson County Recorder.

DATED this 4 day of February, 2004.

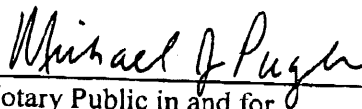
ARLINGTON DEVELOPMENT, INC.

By: 
Gary D. Watts, President

By: 
John W. Moreland, Jr., Secretary

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 4 day of February, 2004, before me the undersigned, a Notary Public in and for said county, personally appeared Gary D. Watts and John W. Moreland, Jr., to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation and that said instrument was signed on behalf of the said Corporation by authority of its Board of Directors and the said Gary D. Watts and John W. Moreland, Jr. acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.


Notary Public in and for
the State of Iowa