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Johnson County Iowa
Kimberly A. Painter County Recorder
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One South Gilbert Street
Iowa City, IA 52240

**PROTECTIVE COVENANTS AND RESTRICTIONS
OF
HIGHLAND WOODS
IOWA CITY, JOHNSON COUNTY, IOWA**

Q 2104

The undersigned, being the owners of all lots in the subdivision to Iowa City, Johnson County, Iowa, known as HIGHLAND WOODS, the plat for said subdivision being recorded in office of the County Recorder of Johnson County, Iowa, at Book 46, Page 160, for the mutual benefit of those persons who may purchase any of the lots in said subdivision now owned by the undersigned, hereby impose the following Protective Covenants and Restrictions on each lot in said subdivision, 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. For purposes of these Protective Covenants and Restrictions, Arlington Development, Inc. shall be considered the "Developer".

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 on the subdivision lots:

a. No lot 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, seven hundred (1,700) square feet in the case of a one (1) story structure, nor less than one thousand two hundred (1,200) 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 two thousand two hundred (2,200) 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 on any lot nearer than twenty-five feet (25') to or farther than thirty feet (30') from the front lot line, nor nearer than seven feet (7') to any side lot line. To the extent permitted by Iowa City ordinances, the Developer may approve a side yard of less than seven feet (7') where unusual terrain features or unusual circumstances exist.

e. 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 Developer. Vinyl siding will only be allowed on side and/or rear surfaces. 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 Developer.

f. All dwelling roofs shall be surfaced with cedar shake shingles, or with the following brands of laminated shingles: I.) Certainteed 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 Developer prior to commencement of construction.

g. Prior to any construction, two (2) sets of plans and specifications for the proposed structures shall be submitted to the Developer or its designee for approval. In addition to plans and specifications for the structure, the submitted material shall show the location and type of fences, parking areas, plantings, landscaping, and other relevant matters including the location on the lot of all proposed improvements (plot plan), the materials to be used and the exterior color scheme proposed. The submitted material shall also set forth a time schedule for construction of improvements, and in no event will plans and specifications be approved when the proposed construction will take longer than twelve months. The Developer or its designee shall approve or disapprove the submitted material within a period of ten (10) days after receipt of all of the above documentation and in the event of disapproval, shall specify the exact reasons there for to enable the applicant to correct the material in order to obtain approval. Disapproval shall be for substantial cause, it being the intent of this review process to permit improvements that will enhance the aesthetics of the subdivision and maintain or improve property values.

h. All driveways, vehicle parking areas, and walkways will be constructed of concrete or brick, if approved in advance by the Developer, and will be completed within the twelve (12) month period set forth in the immediately preceding paragraph.

i. 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 furthest rear 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 planted six feet on center and three feet from the exterior side of said fence, and may be selected from the following: Thuja occidentalis "Techney" (Techney Arborvitae); Syringa meyeri palibin "korean" (Dwarf Korean Lilac); Viburnum trilobem (American Cranberry Viburnum); Lonicera tatarica "Arnold Red" (Arnold Red Honeysuckle); Weigela Xvanicki "Red Prince" (Red Prince Weigela), and Cornus sericea "Baileyi" (Red Twig Dogwood). The Developer 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 or for other good reason. Such waiver shall be in writing.

j. Each lot shall have an exterior decorative yard light near the front of the dwelling, the exact location to be approved by the Developer. The light shall be equipped with an automatic sensor.

k. Each lot shall have a brick or stone mailbox designed to enclose receptacles for mail, packages and newspapers. The size and appearance to be approved by the Developer.

l. During the course of construction, the building contractors and lot owners shall keep mud, dirt, debris and building materials off of all subdivision roads and other building lots. All excess dirt shall remain in the subdivision and shall be moved at the direction of the Developer.

m. Each lot owner will plant a minimum of two trees each with a minimum trunk diameter of 2 inches of one or more of the following types: *Betula nigra* (River Birch); All Lindens; all maples except silver maple; all oak; all seedless ash; all spruce, all pine, except Austrian; all fir; Ginkgo; and thornless honey locust or other species approved by the Developer. 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. It is the intent of the Developer to encourage and support shading in this subdivision.

n. Each dwelling shall have a minimum of two and a maximum of a three-car capacity attached garage. All garages must be located on the high side elevation of the lot unless the Developer approves in writing an alternate location.

o. The initial exterior color of the dwelling shall be subject to the approval of the Developer.

p. Split-foyers, A-frames, premanufactured or dome houses will not be permitted.

q. Except for wooded areas of the lot behind or to the rear of the dwelling, the back yard 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 except where the sidewalks may be located.

r. The elevation of the top of the foundation of all improvements on a lot shall be a minimum of eighteen inches (18") above the street curb at the centerline of the lot. At the discretion of the Developer, a higher top of foundation elevation may be approved in writing at the time the site plan (plot plan) is reviewed.

s. Foundation/basement walls may not be exposed on the front elevation of any improvements built on a lot. Any portion of such walls that may be above grade must be backfilled with dirt and then properly retained with appropriate landscaping retaining wall materials. The Developer may approve in writing other materials to cover or screen any exposed concrete or concrete block basement/foundation walls.

t. 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(i) above, except that the fence height may extend to six (6) feet.

u. Other than applicable requirements of the Iowa City Zoning Ordinance and the Subdivider's Agreement entered into with the City of Iowa City, Iowa, 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 described herein to prevent hardship to or unintended results for the 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 in the rear yard 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 a way 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 drive way 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 a tree house.

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 Developer, 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 God 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", "utility ease" or "util ease". 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 dwellings 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 approval, waiver or consent required or permitted of the Developer under the terms of these Protective Covenants and Restrictions 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 Paragraph 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 lots 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 damages (including reasonable attorneys fees and court costs) 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.

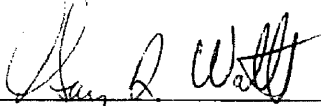
10. Each lot owner shall automatically become a member of Windsor Ridge Homeowner's Association and shall be subject to assessment to carry out the purposes of the Association. Each lot, regardless of the number of owners of said lot, shall be entitled to one (1) vote in matters over which the corporation 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. The Developer, at its discretion, shall convey title to the Association to Outlot "A" (as shown and set forth on the plat for Highland Woods) as well as other common areas of remaining and future Windsor Ridge Subdivisions.

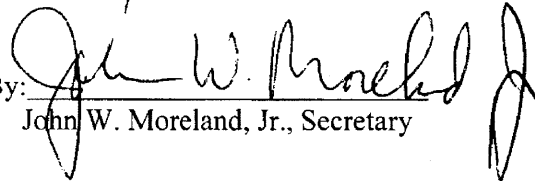
So long as the lots in the subdivision are owned by Arlington Development, Inc., said lots shall not be subject to assessment by or considered a voting member of the Association. A lot shall be subject to assessment by and considered a member of the Association upon the earlier of the sale or conveyance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

11. 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 all final plat approved and filed Windsor Ridge Subdivisions located in Iowa City, Iowa, at the time of the amendment. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the lots within said subdivisions and the same shall be filed of record in the office of the Johnson County Recorder.

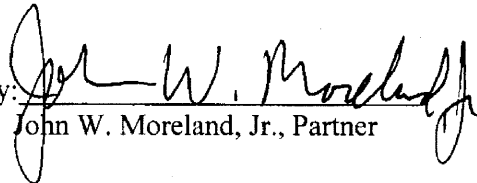
DATED this 4 day of February, 2004.

ARLINGTON DEVELOPMENT, INC.

By: 
Gary D. Watts, President

By: 
John W. Moreland, Jr., Secretary

SMITH-MORELAND PROPERTIES

By: 
John W. Moreland, Jr., Partner

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

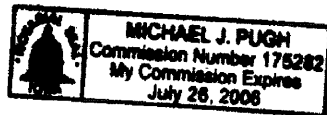
On this 4 day of February, 2004, before me the undersigned, a Notary Public in and for said county, personally appeared Gary D. Watts and John W. Moreland, Jr., to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation and 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.



Michael J. Pugh
Notary Public in and for
the State of Iowa

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 4 day of February, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John W. Moreland, Jr., to me personally known, who being by me duly sworn, did say that he is a general partner of Smith-Moreland Properties and that said instrument was signed on behalf of the partnership by authority of its partners and that said John W. Moreland, Jr. acknowledged the execution of the instrument to be the voluntary act and deed of said partnership by it voluntarily executed.



Michael J. Pugh
Notary Public in and for
the State of Iowa