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Johnson County Iowa
Kim Painter County Recorder
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Prepared by and after recording return to:

Michael J. Pugh
Bradley & Riley PC

One South Gilbert Street
Iowa City, Iowa

(319) 466-1511
facsimile (319) 358-5560

PROTECTIVE COVENANTS AND RESTRICTIONS OF STONE BRIDGE ESTATES – PART FIVE IOWA CITY, IOWA

The undersigned, being the owner of the following described real estate:

> Lots 1 through 37, Outlot "D", and O.L. "E", Stone Bridge Estates – Part Five, Iowa City, Iowa, according to the final plat thereof recorded in Plat Book 51 at Page 278, of the records of Johnson County, Iowa;

(collectively "subdivision"), 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 subject to these covenants, 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.

ARTICLE I – USE AND BUILDING RESTRICTIONS

1. All lots except Outlot "D" and O.L. "E" 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 a minimum of two (2) cars and 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 (1,000) square feet in the case of a one (1) story structure, nor less than seven hundred (700) square feet in the case of a one and one-half (1½) story or two (2) story structure provided that said one and one-half (1½) or two (2) story structure contains a minimum total of one thousand four hundred (1,400) 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 lot line, or 5 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 city ordinances, the Subdivider may approve a side yard of less than 5 feet.

e. The top of the foundation of the dwelling on each lot must be twenty four inches (24) minimum, and thirty six inches (36) maximum, 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 surfaces of the dwellings shall be constructed only of brick, stone, or horizontal lap siding. All siding materials, including final color selections, need to be approved by the Subdivider. No vertical siding of any kind is permitted. T-1-11 inverted bat or board and batten siding in not permitted. Front elevations must consist of at least 25% brick, stone or a combination thereof. Other materials may be specifically approved in writing by the Subdivider.

g. All dwelling roofs shall be surfaced with three (3) tab, thirty (30) year asphalt shingles, in weathered wood or a shingle of equal quality if approved by the Subdivider. All dwelling roofs must have a minimum pitch of 6/12 (i.e. 6" of rise for each 12" of run).

h. Each lot shall have a standard black mail box with windsor style redwood post to be approved by Subdivider prior to installation.

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 a minimum of four feet in width.

j. 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.

k. Each lot owner will plant two trees, one in the front yard and one in the back yard, each with a minimum trunk diameter of 1.5 inches and of a type (species) to be approved by the Subdivider.

l. 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 concrete driveway from the existing public street or by an inside entrance to the garage. No driveway may be located within 5 feet of any side yard boundary line, unless Subdivider waives in writing this requirement.

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

n. No trees 6 inches in diameter or larger will be removed from the lot without permission of Arlington Development, Inc. or such person or entity as it may designate in writing.

o. Storage sheds are not permitted, but any Lot may have a gazebo. Gazebo location and plans must be approved by Arlington Development, Inc. prior to construction.

p. No fences will be installed unless the same is of poly-covered black or green 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 than the rear outside corner of said dwelling. No wire strand, barb wire or woven wire fences shall be permitted. No dog runs or outdoor dog kennels are permitted. Swimming pools must be located in the rear yard and must be bordered by a five to six foot high poly-covered black or green chain link fence. All fences must comply with the City of Iowa City regulations.

q. Prior to any construction, two (2) sets of plans and specifications for the proposed structure shall be submitted to the Subdivider or its designee for approval. In addition to plans and specifications for structure, the applicant shall submit a site plan showing the location and type of fences, parking areas, plantings and landscaping, including the required trees and light post in the front yard, and other relevant matters. The location on the lot of all proposed improvements, the materials to

be used and the exterior color scheme proposed shall be approved by the Subdivider. 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 a period of ten (10) business 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 subdivision. In the event any proposed construction is not commenced within one (1) year from the date said plans and specifications have been approved by Subdivider, said approval shall lapse and it shall be the responsibility of the Lot owner to re-apply for approval prior to the commencement of construction.

r. Other than applicable requirements of the Iowa City Zoning Ordinance and the Developer's Agreement entered into with the City of Iowa City in connection with the approval of the subdivision, the Subdivider may waive or consent to variances in any of the preceding building regulations to prevent hardship to or unintended results for any 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 a way that they do not interfere with the quiet enjoyment of property by other lot owners. Pets which continue 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 rear facing roof of the house or garage), radio tower or antenna shall be located on any lot.

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., Mediacom, and the City of Iowa City, and their successors in interest and assigns, 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.

ARTICLE II - OWNERS ASSOCIATION STONE BRIDGE ESTATES

1. These definitions shall apply to this Article II.

a. "Association" shall mean and refer to Stone Bridge Estates Homeowners Association, an incorporated association of Lot owners, subject to its Articles of Incorporation and By-laws.

b. "Owner" shall mean and refer to 1) the record owner of a fee simple title or 2) a contract vendee, whether one or more persons or entities, of a Lot as

defined in Section 1.E. of this Article II, but excluding those having such interest merely as security for the performance of any obligation, such as mortgagees.

c. "Subdivision" shall mean and refer collectively to Stone Bridge Estates, Parts One through Five and shall also include Lot 262 and Outlot B, Windsor Ridge, Part Sixteen, according to the recorded Plats thereof.

d. "Plat" shall mean and refer collectively to the Final Plats Stone Bridge Estates, Parts One through Five and Windsor Ridge Part Sixteen, as recorded in the office of the Recorder of Johnson County, Iowa.

e. "Lots" shall refer only to all numbered Lots within the Subdivision, and "lot" shall refer only to one of such Lots.

f. "Developer", "Developers", "Subdivider" or "Subdividers" shall mean and refer to Arlington Development, Inc., an Iowa limited liability company, and when not otherwise specifically stated, shall also include its successors and assigns, and when stated shall include its designee(s).

g. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

h. "Common Area" shall mean Outlot B, Windsor Ridge, Part Sixteen, according to the plat thereof recorded in Book 45, Page 14, Plat Records of Johnson County, Iowa; Outlot "D" and O.L. "E" Stone Bridge Estates – Part Five according to the plat thereof recorded in Book 51, Page 278, plat Records of Johnson County, Iowa, and any other common area for which the Association may assume responsibility to maintain and repair.

2. Every owner of a Lot subject to these Protective Covenants and restrictions shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association. When any action is required to be taken by the Association herein, it shall be taken by the Board of Directors of the Association, acting for the Association.

4. 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.

5. The Association shall be responsible for the repair, maintenance, preservation and landscaping (hereafter "maintenance") of the Common Area once the initial improvements have been installed by the Developer. The Association shall also have the right to enforce any Protective Covenant and Restriction. The Developer or Associaiton

may transfer the maintenance of O.L. "E", Stone Bridge Estates – Part Five, to the Glen Brook Condominiums I Owners Association in exchange for an encroachment easement.

6. In the event the need for maintenance of any portion of the Common Area is caused through the willful or negligent act of a Lot Owner, his/her family, guests or invitees, as determined by the Board of Directors of the Association, the cost of such repairs or replacement shall be paid for by such negligent Lot Owner or shall be added to and/or become an assessment against such Owner's Lot.

7. The Association may purchase a master comprehensive public liability insurance policy to cover risks from its responsibilities hereunder 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, all persons acting or who may come to act as agents or employees of any of the foregoing, all 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 workers compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate.

8. Developer, and each owner of any Lot within the Subdivision, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association 1) periodic assessments for routine maintenance of the Common Area; 2) special assessments, if any, for special maintenance of the Common Area and Association operating deficits, as the same may be established in accordance with these covenants and the Association's By-Laws. The periodic and special assessments, together with interest, costs and reasonable attorney's fees required for collection of past due assessments shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by such successor, but the lien therefore shall remain until foreclosed or released.

9. The assessments levied by the Association shall be used for maintenance of the Common Area and the operating expenses of the Association. Both periodic assessments and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or less frequent basis, at the discretion of the Association's Board of Directors.

10. The periodic assessment shall be set annually by the Board. In addition to periodic assessments, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of special maintenance, or to cover operating deficits from prior or current periods. The periodic assessment shall be paid at least annually.

11. Adjustments to the periodic assessments shall commence on all Lots on the first day of the month following the Board of Directors approving such an adjustment or at such other later time as the Board of Directors may adopt when setting the adjustment. Written notice of a special assessment shall be sent by the Board 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 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 for any Lot shall be binding upon the Association as of the date of its issuance.

12. If an assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum; and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, or both, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court, together with the costs of the action.

13. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his/her Lot.

14. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. 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.

15. Notwithstanding the foregoing, the Developer, but not to include any successors or assigns, shall not be subject to any assessment on any undeveloped Lot it may own.

ARTICLE III – GENERAL COVENANTS

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

2. The 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. Any reference in these Covenants to Subdivider or Developer shall refer to Arlington Development, Inc. or such person or entity as it may designate in writing.

3. The Restrictions of these Protective Covenants shall remain in effect and shall inure to the benefit of and be enforceable by Arlington Development, Inc., or any

owner of a lot or part of the real estate or other property as is hereinafter made subject to these Protective Covenants, for a period of twenty-one years from the date hereof. Said Covenants may be renewed and extended, in whole or in part, beyond said period for successive periods not to exceed twenty-one years each if an agreement for renewal and extension is signed by the owners of at least two-thirds of the lots in all phases of the Windsor West subdivisions and also by Arlington Development, Inc., if it is the owner of any real property then subject to these Covenants. No such agreement or renewal and extension shall be effective unless filed of record in the office of the Recorder of Johnson County, Iowa.

4. 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 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 for recovery of damages or other dues for such violation. The prevailing party in any such action shall be entitled to recover its costs, expenses and reasonable attorney's fees from the other party.

5. 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.

6. 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 common areas in the subdivision to the Association, and may also convey title to any common areas existing in any future Stone Bridge Estates subdivisions to the Association.

7. The Owner of any lot subject to these protective covenants assumes, by acceptance of a Deed for the lot, Sudivider's obligations with respect to such lot for: (i) soil erosion control on such lot from and after the delivery of the Deed; and (ii) installation of sidewalks or trails as required by the City of Iowa City, if not already installed by the Subdivider. Such Owner shall cooperate with Subdivider in obtaining a transfer of any soil erosion control NPDES, CSR or other governmental permit with respect to soil erosion, wetland and other environmental laws, to such Owner or the cancellation or other termination of the permit currently in the name of Subdivider or its affiliate, and the reissuance of a permit in the name of such Owner. At any time required by Subdivider, any party accepting a Deed for any lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources, the City of Iowa City, Iowa, or other governmental body to release Subdivider from

responsibility for executing a soil erosion plan (including monitoring and record keeping) as it applies to the lot for the period of time after the delivery of a Deed for such lot, and to release Subdivider from any other obligation for environmental matters for the period of time after delivery of a Deed. Any party that accepts a Deed for any lot or part thereof who fails to cooperate with Subdivider, fails to execute documentation to relieve Subdivider from responsibility for soil erosion or fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold Subdivider harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party.

8. Subdivider may, at any time prior to the time at which Subdivider no longer owns any of the real estate, subject additional property which is contiguous to the real estate to these Protective Covenants and Restrictions by written instrument filed in the records of Johnson County, Iowa.

9. Except for the terms and provisions of Paragraph 6 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 located within those parts of Stone Bridge Estates subdivision that have been final platted. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the lots within the platted parts of Stone Bridge Estates subdivision and the same shall be filed of record in the office of the Johnson County Recorder. Notwithstanding the above, so long as any lot in the Stone Bridge Estates subdivisions is owned by Arlington Development, Inc., any amendment to these covenants is valid only upon the written consent of Arlington Development, Inc.

10. The following additional paragraph is applicable to Lots 9 and 10:

a. The Owners of Lots 9 and 10 shall not disturb the landscape buffer or fencing installed by the Subdivider. No improvements shall be placed near the landscape buffer or the white decorative fence which in any manner interferes with the installation and maintenance of the landscape buffer or fence.

b. A perpetual easement is hereby granted in favor of the Stone Bridge Estates Homeowners Association ("Association"), and its successors in interest and assigns, for the installation and maintenance of the landscape buffer and white decorative fence located south of the landscape buffer on the Lots. The Association shall have the right to install, construct, reconstruct, maintain and remove the landscaping and white decorative fence; the right to trim, cut down and remove such trees, brush, saplings and bushes that may interfere with the proper installation and maintenance of said amenities; and right of ingress and egress for all of the purposes aforesaid. No permanent improvements, fences or trees shall be placed on the area so designated, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later on interfere with the aforesaid uses or the rights herein reserved. The Association shall

indemnify and hold the Owners of said Lots harmless against any liability arising from the exercise of the rights granted herein.

DATED this 9th day of November, 2007.

ARLINGTON DEVELOPMENT, INC.

By: _____
Gary D. Watts, President

By: _____
John W. Moreland, Jr., Secretary

STATE OF IOWA)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 13th day of Nov., 2007, by Gary D. Watts and John W. Moreland, Jr., as President and Secretary, respectively, of Arlington Development, Inc.

_____
Notary Public in and for the State of Iowa

DeLisa A. Baker
Commission Number 222035
My Commission Expires
4-20-09