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Recorder's Cover Sheet

TITLE OF DOCUMENT: Protective Covenants and Restrictions Oakridge Estates

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See Page 2

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Legal description:
(or page number location)

Protective Covenants and Restrictions
Oakridge Estates

The undersigned, being Board President of Oakridge Estates, a subdivision in Section 34, Township 80 North, Range 6 West of the 5th P.M., according to the plat thereof recorded in Plat Book 16, Page 38, Plat Records of Johnson County, Iowa, hereby establish the following covenants, conditions and restrictions which shall be applicable to and binding upon the present and future owners of all lots within said subdivision (except the original lot #4 in the final plat of Oakridge Estates) according to the terms herein specified. There are a total of ten (10) lots which will be bound by these covenants, which include all lots in the original Oakridge Estates Subdivision excepting lot #4 of said subdivision, and all lot owners and spouses of said ten lots have executed these covenants, conditions, and restrictions, which are intended to survive as long as permitted under Iowa Code. Lot owners shall maintain a non-profit owners' association, hereinafter ASSOCIATION, and related Articles of Incorporation and by-laws to administer and to enforce these covenants.

1. SINGLE-FAMILY USE ONLY. All lots shall be used only for single-family residential purposes and no structure, except a single shed with floor area less than 200 square feet and peak height less than 12 feet, and shall match the home color and style within reason, shall be erected on any lot other than a single family dwelling with garage not to exceed two (2) stories in height above the ground level for the frontal elevation. No home shall have more than the equivalent of 3 single garage doors with frontal exposure.

2. NO RESIDENTIAL LOT SHALL BE RE-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.

3. CONSTRUCTION.

A. No building shall be constructed nearer than 40 feet to the centerline of a road or 15 feet to any side lot line.

B. Prior to the construction of any home or any significant addition or alteration of an existing home, plans and specifications for the proposed structure shall be submitted to the Board of Directors of the Oakridge Estates Homeowners' Association for approval. In addition to said plans and specifications, the application shall show the location of parking areas and sewer facilities. The application shall set forth a time schedule for construction demonstrating that the proposed exterior construction will be completed within twelve (12) months. The ASSOCIATION shall approve or disapprove the application within a period of fifteen (15) days after receipt of all of the above documents, and in the event of disapproval, shall specify the exact reasons to enable the applicant to correct the applications in order to obtain approval. Disapproval shall be for substantial cause, it being the intent of this restriction to permit homes that will enhance the aesthetics of the subdivision, and thus, maintain or improve property values.

C. No New dwelling shall be permitted on any lot in the subdivision having a ground floor square foot living area of less than 1,500 square feet for a single level home and not less than 900 square feet on the ground floor for a 1-1/2 or 2 story front elevation home.

D. No hedges, trees or other shrubbery shall be planted on a lot at a height which will interfere with clear and safe visibility for traffic on the roadways.

E. All driveways shall be constructed of concrete or asphalt and completed within twelve (12) months after the completion of the home construction. Lot 1 shall be exempt

from this requirement unless the present seasonal cabin is converted to a permanent year around dwelling.

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

G. No lot owner shall grade a lot in such a manner so as to change surface water drainage to the detriment or to the damage of another subdivision property owner.

H. Excess dirt from excavation shall be hauled away or used as a part of a graded landscape plan.

I. Without the consent of the owners of a majority of the lots, no trailer, mobile home (house trailer) tent, or tent trailer shall at any time be used as a residence, temporarily or permanently, nor shall the owner of any lot permit any house trailer or mobile home to be parked on any lot or recreation area. This paragraph shall not restrict the construction and occupancy of a permanent residence to be occupied solely as a retreat.

J. Only home-based businesses with minimal non-residential traffic will be permitted.

K. Costs to repair damage to the water systems or roadways caused by construction on any lot shall be paid by the titleholder of the lot responsible for the construction.

L. If a sewer system causes pollution or creates an offensive odor or unsightly condition, the owner thereof shall correct said condition within a period of sixty (60) days after being notified in writing by the Board of Directors of the ASSOCIATION.

M. Satellite dishes, ham radio and TV towers shall be located in such a manner that they are not obtrusive if they are visible from the roadways.

N. There will be no fences erected unless required or highly desirable for legal or liability reasons. Any such fences must be esthetically attractive in relation to the surrounding area and approved by the Board.

4. UTILITIES. Titleholder of each lot shall be responsible for the costs of running and maintaining all utilities including gas, electrical, and telephone services from the lot line to the residence. All such utilities shall be underground. No new permanent structure shall be constructed on the areas designated for utility easements. Lot owners are responsible for installation costs and maintenance of the water line from the external connection point to their home. The ASSOCIATION is responsible for maintenance of the water line from the well to the external connection point.

5. EASEMENT. Each of the lot owners in the ASSOCIATION shall have a perpetual non-exclusive easement for ingress and egress and utility line construction and maintenance over and across Hickory Ridge Lane, Riverview Lane, and the 30 foot easement running between the cul-de-sacs at the ends of those two streets as shown on the revised plat of Oakridge Estates, recorded in Book 44 at Page 9, records of the Johnson County Recorder. In the event Riverview has another access to Linder road, the lane between cul-de-sacs shall be gated and only used for emergencies.

6. WELLS. Each home owner shall have a functional water meter. The cost of operating the well (primarily electricity) shall be prorated among the home owners according to water usage. Each meter will be read annually and the cost of operating the well for each home owner will be based on the actual water usage at a rate determined by the Board of Directors. The Board of Directors will maintain a record of the meter readings for each residence and remind the home owners during the last week of December that the annual reading of the meters must be turned in to the Board of Directors during the first week of January each year.

To the extent that available accumulated funds from assessment of lot owners are inadequate to meet any necessary expenditure for repair or maintenance or any other purpose stated in this paragraph, lot owners shall be assessed in sufficient amount to fund said necessary expenditures on a per lot basis.

7. MAINTENANCE.

A. Maintenance of Common Area. The ASSOCIATION shall be responsible for the repair and maintenance of all common areas except as addressed in section 3.K. and section 8.

B. Maintenance Necessitated By Act of Owner. In the event that the need for maintenance or repair is caused through the willful or negligent act of a Lot Owner, family, guests, or invitees as determined by the Board of Directors, and not covered or paid for by insurance, the costs of such maintenance or repairs shall be assessed to such Lot.

C. General Maintenance, Titleholder of each lot, vacant or improved, shall keep all non-wooded areas groomed, and agrees to take appropriate steps necessary to control erosion.

D. No cottonwood trees shall be planted on any lot.

8. ROADS-ROADWAYS.

A. All lot owners are responsible for snow, ice, and wet debris, e.g. wet leaves, removal for Hickory Ridge Lane, Riverview, and the easement lane that connects these roads. Forty percent of the total cost associated with this responsibility will be assessed to Hickory Ridge Lane lot owners, distributed equally, and sixty percent will be assessed to Riverview lot owners, distributed equally. All lot owners are also responsible for insuring that roads are reasonably accessible to commercial vehicles (e.g. garbage trucks, mail trucks, fire trucks) year-round. This assessment distribution shall cease when Riverview has another access to Linder Road.

B. The Board of Directors shall settle any dispute concerning the frequency of snow, ice, and wet debris removal.

C. Homes constructed on any one of lots 1, 8, 9, 10, or 11 for the purpose of using said home as a year-round residence, the owner of said lot shall be entitled to one vehicle parking space at owner's risk along the southwest edge of the Hickory Ridge cul-de-sac during times of inclement weather provided the cars do not interfere with the flow of traffic around the cul-de-sac. Said parking spaces shall be within the road right-of-way but off the traveled portion of said cul-de-sac.

D. Except as noted in paragraphs 8A, 8B, and 3K, assessments for reasonable road repair and maintenance, and ordinary and necessary improvements of Hickory Ridge, Riverview, and the easement lane connecting these two roads, hereinafter, Lane (excluding changes in grade, width, or surface), shall be paid equally by all 10 lot owners and assessed and collected pursuant to paragraph 15 below. To the extent that available accumulated funds from

assessment of title holders for road maintenance and repair are inadequate to meet any necessary expenditures for those purposes, title holders of lots in Oakridge Estates shall be assessed in sufficient amount to fund the needed repair or maintenance on an equal per lot basis. In addition, Owners' ASSOCIATION may establish a reserve fund for future expenses which are reasonably necessary to maintain Hickory Ridge, Riverview and the Lane in a usable condition.

E. An approval of 80% of the lot owners (exclusive of lot 4) shall be required to approve the reconstruction of either Riverview Lane, Hickory Ridge Lane, or the Lane between the two existing cul-de-sacs ("Lane").

F. No vehicle shall be parked nor shall any personal property be stored on any street, Lane, cul-de-sac, or roadway of the ASSOCIATION in any manner that interferes with the flow of traffic (including fire trucks and emergency vehicles). Any lot owner which violates this provision shall be assessed for the costs of removal and disposal of said property including reasonable attorney fees.

G. In the unlikely event that the development is mandated to improve the roadways (including the connection between the cul-de-sacs) by city or county assessments, such expenses will be share equally by the ten lot owners.

9. GARBAGE/SAFETY. Trash, garbage, or other waste shall be kept in sanitary containers. All containers and equipment for waste storage or disposal shall be concealed from public view except on pick-up day. They shall not be placed on roads in a manner that would interfere with the flow of traffic.

A. No lot shall be used or maintained as a dumping ground for rubbish (excludes yard waste).

B. No hunting, target practice, or discharge of firearms shall be permitted within the subdivision.

C. When allowed by the county, open burning is permitted only when under constant adult supervision and a source of water is readily available to extinguish the fire should it be necessary.

10. INSURANCE. ASSOCIATION shall purchase a master comprehensive public liability insurance policy in such amount or amounts, as the Board of Directors shall decide. Such liability insurance shall cover the ASSOCIATION, its wells and roads, its common area, it board of directors, and its officers.

11. LOT A. Lot A as shown by the plat of Oakridge Estates is designated as a common area and may be used as a recreation area by all lot owners.

12. PETS. No animal, livestock, or poultry shall be raised or kept within the subdivision, except for usual household pets. Pets shall be managed in such a way that they do not interfere with the quiet enjoyment of the property of other lot owners. Pets that continue to make loud noises, damage shrubs, attack other pets or persons shall be considered a nuisance. All pets shall be kept kenneled or under the immediate supervision of their owners.

13. DESTRUCTION OF LOT OR BUILDING. The owner of any building damaged by fire or act of god shall within 90 days commence restorations and exterior repair of said building, and work shall be completed within twelve (12) months from the date of the damage unless an extension is obtained from the board of directors.

14. ASSOCIATION MANAGEMENT. There shall be a Board of Directors of lot owners to manage and assess the costs of ownership, operation, insurance, maintenance and repair of the well and water system, roads and access easement (Lane), and the designated recreation area, Lot A. The Board shall consist of four members. The owners shall be entitled to cast one vote for each lot in the subdivision owned by such owner. The members of the Board shall each serve one (1) year, but shall be eligible to be re-elected. The Board shall annually convene a meeting of the lot owners for the purpose of electing a new Board, setting assessments for the next year, and conducting any other business.

The board of directors, by majority vote, shall be responsible for matters pertaining to the ASSOCIATION, insurance, and maintenance of the well and water systems, roads (except for issues addressed in paragraph 19A herein), and the recreation area. Except in the case of an emergency affecting health and/or safety of lot owners or the public (in which case the Board has complete discretion) and excepting items specified in paragraph 8 hereof and road and lane reconstruction, (in which case an 80% lot owner approval is required), the Board shall not make any expenditure exceeding $2,000.00 without first obtaining the approval of a majority of the lot owners of the subdivision. The Board shall assess lot owners not less frequently than annually, for all costs of ownership, operation, and maintenance on the basis prescribed in these covenants, or otherwise on a per lot basis, and such assessments shall be payable by the lot owners within thirty (30) days from the date of each such assessment. Any unpaid assessment shall be a lien against the lot against which it is assessed.

In the event there is a two-two deadlock vote among the members of the Board of Directors, any such deadlock shall be resolved in the following manner. Each pair of deadlocking board members shall select a representative. No "representative" shall have any ownership interest in any lot in Oakridge Estates. The two representatives thus selected shall select a third representative. The three representatives, so selected, shall discuss and investigate the issue and shall, thereafter, vote concerning the method proposed to resolve the deadlock. The position of the majority vote shall prevail and shall be mandatorily accepted and adopted by the Board of Directors as the solution to said deadlock. All costs arising out of this procedure shall be paid by the ASSOCIATION and, if necessary, assessed to the lot owners. It is the intention and desire of all lot owners to avoid litigation and delay as much as possible.

15. ASSESSMENT PROCEDURE. All assessments for costs enumerated above shall be assessed to the lot owners pursuant to the terms of these covenants and restrictions. Such assessments shall be made in writing and may be mailed to each lot owner or delivered electronically. The assessments are payable within thirty (30) days after the date of the notice of assessment. Any assessments which are not paid within thirty (30) days after the date of said statement shall accrue interest at the Federal prime interest rate on July 1st of the calendar year in question, plus 2.0%, compounded annually, from and after said due date. In addition, the Owners' ASSOCIATION may file a notice of lien in the office of the Johnson County Recorder for the amount of the unpaid assessment, including accrued and continuing interest, and for reasonable attorney's fees, recording fees, and other ordinary necessary costs associated with the perfection of said lien. Enforcement discretion can be applied under special circumstances as determined by the Board.

16. SUCCESSORS AND ASSIGNS. The provisions of these covenants and restrictions shall and inure to the benefit of the respective heirs, devisees, personal representatives, successors, and assigns of the parties.

17. GOVERNING LAW. It is agreed that these covenants and restrictions shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.

18. ATTORNEY FEES. In the event that any action is filed in relation to these covenants and restrictions, the unsuccessful party in the action shall pay to the successful party, in

addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

19. COVENANTS.

A. A 70% vote is required to amend any provision of these covenants.

B. Failure of any lot owner to vote upon said amendment shall not affect enforceability of same against said lot or its owner(s).

C. 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, it shall be lawful and the exclusive right of any other person or persons owning any other lots in said subdivision or the ASSOCIATION to prosecute any proceedings at law or in equity against the person or person(s) violating or attempting to violate such covenants.

20. Invalidation of any of the covenants, conditions and restrictions of this declaration by judgment or decree shall in no way affect any of the other provisions hereof, by the same shall remain in full force and effect.

Craig Just

Craig Just, President