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RESTRICTIVE COVENANTS FOR
WATERS EDGE SUBDIVISION

THIS DECLARATION, made by Kenneth M. Goodwin and Constance S. Goodwin, Husband and Wife, and Robert E. Robbins and Susan K Robbins, Husband and Wife, on behalf of Waters Edge, LLC:

WITNESSETH:

That for the mutual benefit of the undersigned present owners and all of the future owners of all of the lots In Waters Edge Subdivision and of future owners of any of said lots, the undersigned do hereby declare and bind themselves, their heirs, assigns, guarantees, transferees, executors, and legal representatives in the ownership of all of the lots in Waters Edge Subdivision described as:

> The Southeast Quarter of the Southeast Quarter of Section 33, Township 76 North, Range 7 West of the 5th P.M., Washington County, Iowa and more particularly described as follows:
> Beginning at the Southeast corner of said Section 33, thence N90°00'00"W 1338.46 feet along the Section line to the Southwest corner of said SE¼SE¼, thence N2°04'07"E 1324.44 feet to the Northwest corner of said SE¼SE¼, thence S89°SS'23"E 1321.47 feet to the NE corner of said SE¼SE¼, thence SI°20'04"W 1323.31 feet to the point of beginning and containing 40.402 Acres of which 2.986 Acre is existing road right of way and being subject to all easements and restrictions of record.
> ALL AS SHOWN ON THE ATTACHED PLAT,

to the following protective covenants, and further state that they shall run with the land and shall be binding upon all owners thereof so long as said covenants remain In force and effect, to-wit:

1. Each lot as shown on the recorded Plat of this Subdivision constitutes ·one building site". No more than one dwelling unit shall be constructed upon one building site in this Subdivision. All lots shall be used exclusively for human residential purposes, conventional guest houses, child's houses, attached residential garages, or similar structures; and no other uses shall be permitted without permission of the Board of Directors of Waters Edge Homeowners Association, Inc.

All Subdivision facilities are to be for the exclusive use of lot owners in the Subdivision, and their families and guests (who shall be accompanied by at least one owner of a Subdivision lot).

2. No trailer, mobile home, vehicle, basement, tent, garage, or other similar structure shall be used as a temporary or permanent residence, nor shall any residence of a temporary nature be permitted. Likewise no more than one residence per lot shall be permitted. No structure shall be moved onto any lot within the addition.

3. No lot within the addition may be further subdivided, except that a lot may be divided and sold to or with adjoining lots to increase their size.

4. No noxious or offensive activity shall be carried on any lot which activity Is a nuisance to the neighborhood. There shall be no motorcycles or snowmobiles operated within the subdivision.

5. No debris, junk or unsightly accumulation of materials shall be allowed to remain on the premises of any lot Trash and garbage containers, and any waste materials shall be kept in a safe and sanitary condition, concealed from public view.

6. All sewage disposal systems including, but not limited to, septic disposal units, shall be constructed, installed, operated and maintained in strict accordance with the current regulations and specifications promulgated by the Iowa Code. Any sump discharges shall be limited to the respective owner's lot(s).

7. Each lot owner will use reasonable diligence in controlling erosion on his or her respective lot(s). Yards shall be reasonably sodded or seeded with grass.

8. All water supply sources, systems and methods of distribution shall be constructed, installed, operated and maintained in strict accordance with the current regulations and specification promulgated by the Iowa Code. No one is permitted to obstruct any water mains, water ways, or culverts.

9. All electrical wiring shall be such that it will meet the minimum State of Iowa and Washington County Requirements and the National Board of Fire Underwriters' requirements.

10. No hunting or discharge of firearms shall be permitted in any lot.

11. No home business shall be operated In the subdivision, unless by the written consent

of the Board of Directors of Waters Edge Homeowners Association, Inc.

12. No vehicle greater than a three-quarter ton truck shall be parked on any lot or any subdivision road for any extended period. Vehicles greater than three-quarter ton, campers, trailers, boats or similar Items shall be stored In permanent, enclosed structures.

13. No animals, livestock or poultry shall be permitted on any lot or part thereof except for household pets, (dogs and cats). Pets shall be managed In such manner that they do not run free or Interfere with the quiet enjoyment of all lot owners. Animals found running free, even If they have collars, may be turned In to the authorities.

14. No road shall be permitted through any lot connecting the platted addition's street with any outlying area not a part of the subdivision, unless specifically approved by the Board of Directors of Waters Edge Homeowners Association, Inc.

15. No line or other fence shall be erected anywhere on or around any of the lots, which exceed 54 Inches from the ground level.

16. Once natural gas is available to a lot in the Subdivision, no tank for storing any fuel shall be maintained.

17. No billboards, signboards, or other advertising structures shall be erected except for a lot owner's "house for sale" or "for rent" sign.

18. Each lot owner shall keep mowed and trimmed the property on which a residence has been built. Lake side lot(s) owners shall mow to the shore line. No lot or portion thereof shall be used for cultivation of farm crops.

19. Perpetual utility easements along lot lines of the subdivision, 71h feet In width and 15 feet In width, as the case may be, as shown on the attached plat. are reserved for the purpose of conveying to a governmental body or utility company for sewer, natural gas, electric service, telephone, or other utility Installation or maintenance thereof. No fences, structures, trees or shrubs shall be placed within said easement right-of-way which Interfere In any manner with the Installation or maintenance of the utilities within the easement right-of-way.

20. A perpetual easement Is reserved over any existing water, sewer, gas, or fuel lines, and over any electrical and telephone cables, and any drainage tiles or pipes that presently exist, for the purpose of maintaining and servicing said facilities, with necessary Ingress and egress to carry out said maintenance activities.

21. In order that each dwelling and structure built within the addition be In harmony and compatible with other dwellings and structures therein, and with the location, terrain, and quality objectives of and for the subdivision, the following architectural requirements shall be followed:

a. Minimum floor areas for dwelling shall be:

i. Dwellings of one (1) story only shall be built to a size of at least 1,500 square feet of floor area, all of which must be at or above grade level.

ii. Dwellings with two (2) or more stories all beginning at or above finished grade level shall have at least 1,200 square feet on the ground level.

(NOTE: All floor areas refer to the levels provided as living accommodations, exclusive of garages, decks, porches, breezeways, attics, or utility basements. Measurements shall be taken to the outside of the finished walls. A utility basement shall be defined as an area not used for living purposes but solely for furnace, laundry equipment, storage, or related utility uses.)

b. Exterior walls shall be of stone, brick, stained or painted wood, textured aluminum, textured steel, textured vinyl, or combinations of the same. The concrete or concrete block walls of basements and footings shall be exposed as little as possible and such exposed areas shall be colored or painted to match the structures' exterior walls.

c. An attached garage not less than 20 x 20 and enclosed on all four (4) sides shall be constructed at the same time as the dwelling on each lot.

d. Motor vehicles used by residents shall be parked In areas constructed specifically 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 with at least 4 Inches of concrete. No motor vehicle shall be parked at any time or In any manner which would Interfere with the flow of vehicular traffic on the Subdivision streets or common areas. All campers, trailers, boats, recreational vehicles, or snowmobiles that are permanently stored on a lot shall be within a garage or In such other place where such Items are not visible from the street.

e. Unless approved by the Board of Directors of **Waters Edge Homeowners Association, Inc.**, no lot shall contain an above-ground swimming pool.

f. No building shall be erected, placed or altered on any building site until the constructed plans and specifications and a plot plan showing the locations of the structure, well and sewer system if applicable, and of the driveway have been approved in writing by Waters Edge, LLC, the City of Washington, and the Washington County Sanitarian. As to the quality of workmanship and materials, harmony of external design finished grade elevation and building

line. All wells and sewer systems to meet Iowa Code.

The above language also applies to remodeling or alterations.

g. No building shall be located on any building site nearer to the front line of said building site than the minimum set-back line of twenty-five (25) feet.

h. Unless specifically permitted by the Board of Directors (which may allow locations of structures as would be permitted by the City of Washington, Iowa), no dwelling, including attached porches, breezeways, garages shall straddle a lot line or be located nearer than twenty-five (25) feet to the rear or side lot lines. The total building site width displacement of a building shall not exceed eighty (80) percent of the building site width as measured across the dwelling at its front or rear foundation.

i. Grade lines for each building shall be in conformity with the adjacent building sites and shall not interfere with the drainage from adjoining sites.

j. All compressors and cooling towers (used in conjunction with central air conditioning) and satellite dishes, shall be installed in such a manner as to contribute to the exterior beauty and planning of the dwelling and not to become an annoyance and nuisance to the neighborhood or adjacent property owners.

22. The operation and maintenance of the Subdivision streets, and other common features shall be as herein provided:

a. Streets in the subdivision will be for the use and benefit of the owners of all said lots. If this subdivision is annexed into the City of Washington, Iowa, the streets will be surveyed for purposes of providing a separate real estate description. After said street(s) is (are) built. then and thereafter the owner of said respective lot(s) shall be responsible for all repair and maintenance costs as follows:

b. Each respective lot owner shall participate in his or her share of establishing the program agreements and reasonable rules, regulations and maintenance for the street as soon as he or she acquires equitable or legal title to a lot. At such time he or she shall be entitled to one vote for each lot he or she owns In matters pertaining to the street. The owner of each said lot shall bear an equal share of the costs of constructing, operating. or maintaining the streets adjacent to the Subdivision lots until such time as the maintenance of the street may be accepted by a governmental body.

c. 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. Prior to the commencement of construction of any dwelling on any lot In the subdivision, the building contractor shall deposit with the subdivider the sum of $150.00 which will be held by the subdivider until ail construction Is completed. The funds thus escrowed and lots which are In violation of this provision. Any

unused balance of the escrow funds will be refunded to the contractor upon completion of the dwelling.

d. At such time as this Subdivision Is annexed Into the City of Washington, Iowa, any paving or appurtenances required by the City shall be assessed to the then owner(s) of the respective lots In the Subdivision In proportion to the respective lofs length of contact with the street. The Owners agree that the streets shown on the survey plat may be dedicated to the City of Washington or the County of Washington for public treet purposes, as said City or County require. **This provision is not subject to future amendment.**

e. Each respective lot owner shall at his or her expense Install and maintain all necessary water systems on his or her lot. Lot owners may share well water providing there Is an adequate supply. Lots numbered 16 through 21 and 23 through 26 will be on the public sewer system (due to size). Any maintenance of the system will be at the lot owners expense, with the sum of $50.00 per year per lot being placed In escrow to cover this expense.

f. In order to provide for a reasonable and appropriate operation and maintenance program, with assessments, rules and regulations, a homeowners' association Is established.

   i. For the purpose of these covenants, the terms "construction, operating and maintenance costs" shall Include all those normal costs, including capital improvements, made to the systems and structures, and Including but not limited to complete replacement providing the same are reasonable and necessary.

   ii. Every person owning property in this Subdivision, has the mandatory obligation (for as long as he or she Is an owner of the property In any part of the Subdivision) to become and remain a member of **WATERS EDGE HOMEOWNERS ASSOCIATION, INC.**, an Iowa not for profit corporation. And all subsequent persons upon becoming a property owner In this Subdivision agree to accept the benefits and the burdens of membership in that association and the bylaws and rules and regulations adopted by the Board of Directors of the association, as from time to time amended.

   iii. No person who Is not an owner of property In this Subdivision shall be a member of said Association.

   iv. Waters Edge Homeowners Association, Inc., hereinafter called "Association," has been, or will be Incorporated as a not for profit corporation and for the purpose of owning, operating, maintaining, improving and controlling the water bodies, park areas, streets, and other common real and personal property of the association.

   v. Said Association and Its Board of Directors Is separate from Waters

Edge, LLC, which shall have no duties or responsibilities In connection with said common areas, which are under the supervision and control of Waters Edge Homeowners Association, Inc.

vi. The Association shall be governed by a Board of Directors, which Board shall be elected by members of the association and which Board shall exercise all the rights, powers and duties on behalf of the Association In accordance with the bylaws adopted by the Association.

vii. The Board shall formulate rules and regulations for the administration, management and operation of this Subdivision's common areas, provide for publishing of those rules and regulations and shall provide for the maintenance, repair and alteration and improvement of the common areas and shall pay all costs in connection with the association affairs. The Board shall have the authority to employ any person, firm or corporation to act as manager or managing agent for same.

viii. The Board shall have authority to obtain and pay for Insurance for the common areas In this Subdivision and other real and personal property of the Association, Insuring said property of the Association against loss or damage by fire or other hazard and the Board shall obtain and pay for comprehensive liability Insurance In connection therewith.

ix. All funds collected by the Board shall be held, administered and expended In accordance with and for the purpose designated In this Declaration and the Association's by-laws.

x. The Association shall not exercise Its power to mortgage, encumber, lease, convey or otherwise alienate or dispose of any water body or park areas, or other common areas (Identified as Lot Number 37), unless such action has been approved by the vote of at least 3/4ths of the membership of the Association.

xi. Each Lot owner In this Subdivision shall have one vote. For this purpose multiple owners of any one lot shall together have only one vote.

xii. Each member who owns a lot (multiple owners of a single lot count as one owner) In this Subdivision agrees to be responsible for and pay one-time membership dues In the Association of $100.00 for each such lot.

xiii. If the owner(s) of any lot Is In default for a period of thirty (30) days either In payment of dues or In the payment of his or her proportionate share of any assessment levied pursuant to the provisions of subparagraph (12), the Board may bring suit to enforce collection thereof or to foreclose the lien and there shall be added to the amount due all costs of suit, Including reasonable attorney fees. Any delinquent and unpaid annual dues or assessments, together with interest, costs and fees, shall be and become a lien against the lot(s) of the owner(s) involved.

xiv. Each member of the Association and the guests, invitees, and tenants of each member of the Association, shall be subject to and bound by the published laws of the Association.

xv. All construction, maintenance and use of boat docks, bulkheads, piers, wharves or other water structures shall be controlled by the Board of Directors of the Association. And prior written approval must be obtained from the Board of Directors before such docks, bulkheads, piers or wharves or other water structures are constructed or installed.

xvi. The laws, bylaws, covenants, and restrictions controlling the maintenance and use of the common areas In this Subdivision adopted by the Board of Directors may be altered and amended by the Board of Directors of the Association and such laws, covenants, restrictions, rules or regulations as stated or promulgated shall be effective and binding upon the members of the Association, their guests, invitees, servants, and tenants, unless such covenants, restrictions or regulations as so promulgated by the Board from time to time are rejected by the affirmative vote of at least 3/4ths of the members of the Association, within thirty (30) days after the proposed effective date of the law, covenants, restrictions, rules or regulations of the Board.

23. Except as otherwise provided, the use and occupancy of this Subdivision shall be governed by the laws and regulations of the legal jurisdiction in which it lies. Any lot owner shall be entitled to enforce these Covenants.

24. Lot Numbers 35 and 36 are to be "conditional R-2" Zoning under the jurisdiction of City of Washington Planning & Zoning Board at the discretion of the City of Washington. As such said lots may have hobby animals up to ten (10) in number.

25. All conveyances of subdivision lots shall be made subject to these restrictions, and all deeds shall so specify by incorporating these restrictions by reference.

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

27. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for twenty (20) years, at which time said covenants shall be automatically extended for successive periods often (10) years, unless within six (6) months prior to the termination of the twenty-year period and/or any ten-year period referred to above, a change in whole or In part, Is approved by a majority of the then-owners of the subdivision lots; with appropriate documentation flied of record.

28. Amendment to these covenants will require the approval of a majority of the then-owners of the subdivision lots, with appropriate documentation flied of record.

Executed and declared this 5th day of February, 1998.

Waters Edge, LLC

By_____
Kenneth M. Goodwin, director

By_____
Constance S. Goodwin, director

By_____
Robert E. Robbins, director

By_____
Susan K. Robbins, director

Subscribed and sworn to before the undersigned Notary Public by Kenneth M. Goodwin and Constance S. Goodwin, husband and wife, on this day of February, 1998, as two of the four directors of Waters Edge, LLC, and state that the above is made with their free consent and that of said Limited liability

_____
Notary Public In and for the State of Iowa

Subscribed and sworn to before the undersigned Notary Public by Robert E. Robbins and Susan K. Robbins, husband and wife, on this day of February, 1998, as two of the four directors of Waters Edge, LLC, and state that the above is made with their free consent and that of said Limited liability Company.

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Notary Public In and for the State of Iowa