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BOOK 327 PAGE 282

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JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

RESOLUTION NO. 02-07
(Corrective)

A CORRECTIVE RESOLUTION APPROVING FINAL PLAT OF FOX RIDGE - PART ONE B TO SOLON, IOWA.

BE IT RESOLVED BY THE CITY COUNCIL OF SOLON, IOWA

WHEREAS, Resolution No. 02-01 was passed and approved by the City Council on January 3, 2002, which Resolution approved what was referred to in the resolution as the "Final Plat of Fox Ridge Subdivision Phase I Part B to the City of Solon, Iowa", and

WHEREAS, the reference in Resolution No. 02-01 to "the Final Plat of Fox Ridge Subdivision Phase I Part B to the City of Solon" was an incorrect reference and should have been to "the Final Plat of Fox Ridge - Part One B to Solon, Iowa", and

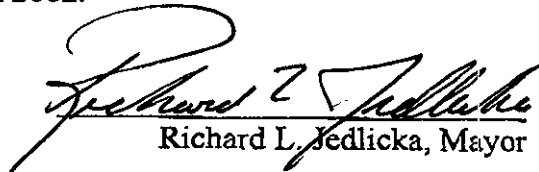
WHEREAS, the Developer has requested this corrective resolution in order to clear any cloud on the title to the real estate arising from the subdivision proceedings, and

WHEREAS, the Final Plat of Fox Ridge - Part One B to Solon, Iowa is found to be correct and in accordance with the provisions of the laws of the State of Iowa and in accordance with the Ordinances of the City of Solon, and

WHEREAS, the construction of public improvements for the Final Plat of Fox Ridge - Part One B has been completed, except for certain outstanding items, the cost of which has been established and payment for which has been made by the Developer into an escrow account for the completion of the public improvements.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Solon, Iowa that the Final Plat of Fox Ridge - Part One B to Solon, Iowa is hereby acknowledged and approved on the part of the City of Solon and the public improvements, public park development and public access shown on said Final Plat are approved and accepted, and the Mayor and City Clerk are hereby directed to certify this Resolution of approval.

PASSED AND APPROVED this 4 day of April 2002.


Richard L. Jedlicka, Mayor

000282

See Plat BK 44 pg 54 (4.12.02)

ATTEST:

Ed E. Hatfield Jr.
Ed E. Hatfield Jr., City Clerk

STATE OF IOWA)
)ss:
COUNTY OF JOHNSON)

SEAL

I, Ed E. Hatfield, Jr., upon oath, being first duly sworn, do depose and state that I am the duly qualified and acting City Clerk of the City of Solon, Iowa, and in such capacity do certify that the above and foregoing is a true and correct copy of Resolution No. 02-07, approving plat and subdivision in the City of Solon, Iowa, which was duly adopted on the 4 day of April 2002.

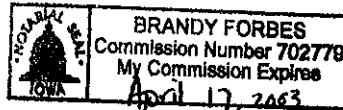
I further certify that the original of said document has been duly recorded in the records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on this 4 day of April 2002.

Ed E. Hatfield Jr.
Ed E. Hatfield Jr., City Clerk

Subscribed and sworn to before me this 4 day of April 2002.

Brandy Forbes
Notary Public in and for
said State



RESOLUTION

The above and foregoing Resolution was introduced by Council Member Shulista
and the Mayor read said Resolution by reference and said Council Member moved for its adoption;
Council Member Krall seconded the motion; and after due consideration thereof
by the Council, the Mayor put the question of adopting said Resolution before the Council and the roll
being called, the following named Council Members voted:

NAME	AYE	NAY	ABSENT	ABSTAIN
Ballantyne	☒	☐	☐	☐
Brumwell	☒	☐	☐	☐
Krall	☒	☐	☐	☐
Samak	☒	☐	☐	☐
Shulista	☒	☐	☐	☐

Prepared by Thomas H. McMurray, P.O. Box 5158, Coralville, IA 52241 (319)351-6881

OWNERS' CONSENT AND DEDICATION

Re: Fox Ridge – Part One B to Solon, Iowa

Clair S. Mekota and Judith L. Johnson-Mekota, husband and wife, do hereby certify and state that they are the owners and proprietors of the following real estate, situated in Solon, Johnson County, Iowa:

(see attached legal description)

The subdivision of said real estate as it appears on the Final Plat of **Fox Ridge – Part One B to Solon, Iowa**, is with the free consent and in accordance with the desire of the proprietors. All lands within the Final Plat that are designated for streets within Part One B, Outlot "A" that is designated for a public park development and Outlot "D" that is designated for public access to the Solon prairie are hereby dedicated to the City of Solon, Iowa. Outlot "C" and Outlot "E" are hereby dedicated to the Johnson County Conservation Board for public use.

IN WITNESS WHEREOF, the proprietors have caused these presents to be signed on this 11th day of April 2002.

Clair S. Mekota and Judith L. Johnson-Mekota, Proprietors

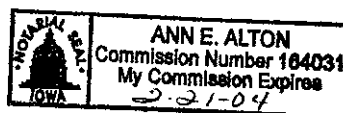
Clair S. Mekota
Clair S. Mekota

Judith L. Johnson-Mekota
Judith L. Johnson-Mekota

State of Iowa)
)ss:
Johnson County)

On this 11th day of April 2002 before me, the undersigned a notary public in and for the State of Iowa personally appeared Clair S. Mekota and Judith L. Johnson-Mekota, husband and wife, to me personally known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Ann E. Alton
Notary Public in and for the State
of Iowa.



000285

Commencing at the Northeast Corner of the Northeast Quarter of Section 25, Township 81 North, Range 6 West, of the Fifth Principal Meridian; Thence S89°49'58"W, along the North Line of said Northeast Quarter, 399.79 feet, to the Northwest Corner of Lot 1 of K-J-R Acres, in accordance with the Plat thereof Recorded in Plat Book 22, at Page 41, of the Records of the Johnson County Recorder's Office, and the Point of Beginning; Thence S00°37'09"E, along the West Line of said Lot 1, a distance of 584.43 feet, to the Southwest Corner thereof; Thence N81°48'17"W, 45.98 feet; Thence N71°43'27"W, 104.78 feet; Thence S18°16'33"W, 65.09 feet; Thence S87°06'29"W, 139.76 feet; Thence Southeasterly, 69.05 feet, along a 320.00 foot radius curve, concave Northerly, whose 68.91 foot chord bears S09°04'23"E; Thence S74°44'44"W, 214.06 feet; Thence S28°26'14"E, 117.95 feet; Thence S34°23'33"E, 115.56 feet; Thence S47°05'23"E, 114.55 feet; Thence S52°22'33"E, 87.91 feet; Thence S51°25'39"E, 86.57 feet; Thence S44°54'36"E, 81.72 feet; Thence S38°12'22"E, 81.76 feet; Thence S31°29'58"E, 81.79 feet; Thence N61°51'17"E, 141.00 feet; Thence Southeasterly, 259.93 feet, along a 840.00 foot radius curve, concave Southwesterly, whose 258.89 foot chord bears S19°16'50"E; Thence S79°35'04"W, 142.00 feet; Thence S07°11'42"E, 88.96 feet; Thence S00°36'04"E, 1011.25 feet; Thence S01°45'21"E, 68.17 feet; Thence S88°14'39"W, 87.47 feet; Thence N75°32'31"W, 76.25 feet; Thence S56°05'55"W, 132.48 feet; Thence S26°11'50"W, 114.51 feet; Thence S08°05'47"E, 120.77 feet; Thence S33°03'02"E, 95.26 feet; Thence N89°24'43"E, 242.80 feet; Thence S00°35'04"E, 44.33 feet; Thence S89°14'55"W, 20.87 feet; Thence Southeasterly, 47.12 feet, along a 15.00 foot radius curve, concave Northerly, whose 30.00 foot chord bears S00°45'05"E; Thence N89°14'55"E, 9.15 feet; Thence S36°20'24"W, 199.04 feet, to a Point on the Northerly Right-of-Way Line of the Former Cedar Rapids, Rock Island, and Pacific Railroad; Thence N54°05'03"W, along said Northerly Right-of-Way Line, 791.07 feet; Thence N82°48'13"E, 170.80 feet; Thence N49°18'18"E, 283.80 feet; Thence N05°47'14"E, 1065.96 feet; Thence N08°23'53"W, 117.13 feet; Thence N30°41'51"W, 116.99 feet; Thence N50°52'23"W, 102.49 feet; Thence N55°40'12"W, 320.00 feet; Thence S34°19'48"W, 120.50 feet; Thence N55°40'12"W, 114.03 feet; Thence Northwesterly, 209.90 feet, along a 530.00 foot radius curve, concave Southwesterly, whose 208.53 foot chord bears N67°00'57"W; Thence N11°35'24"E, 329.98 feet, to the Southeast Corner of Lot 5, of Swann's First Addition, in accordance with the Plat thereof Recorded in Plat Book 28, at Page 10, of the Records of the Johnson County Recorder's Office; Thence N00°40'36"W, along the East Line of said Lot 5, and the Northerly Projection thereof, a distance of 359.08 feet, to the Southwest Corner of a Parcel of Land conveyed by Quit Claim Deed, in accordance with the Deed Recorded in Deed Book 674, at Page 307 of the Records of the Johnson County Recorder's Office; Thence N89°49'37"E, along the South Line of said Conveyed Parcel, 406.63 feet, to the Southeast Corner thereof; Thence N00°37'26"W, along the East Line of said Conveyed Parcel, 354.09 feet, to the Northeast Corner thereof, and a Point on the North Line of the Northeast Quarter of said Section 25; Thence N89°49'56"E, along said North Line 503.93 feet, to the Point of Beginning. Said Tract of Land contains 32.50 acres, more or less, and subject to easements and restrictions of record.

Fox Ridge –
Part One B to
Solon, Iowa

April 2002

000286

000287

Commencing at the Northeast Corner of the Northeast Quarter of Section 25, Township 81 North, Range 6 West, of the Fifth Principal Meridian; Thence S89°49'56"W, along the North Line of said Northeast Quarter, 399.79 feet, to the Northwest Corner of Lot 1 of K-J-R Acres, in accordance with the Plat thereof Recorded in Plat Book 22, at Page 41, of the Records of the Johnson County Recorder's Office, and the Point of Beginning; Thence S00°37'09"E, along the West Line of said Lot 1, a distance of 584.43 feet, to the Southwest Corner thereof; Thence N81°48'17"W, 45.98 feet; Thence N71°43'27"W, 104.76 feet; Thence S18°16'33"W, 65.09 feet; Thence S87°06'29"W, 139.78 feet; Thence Southeastly, 69.05 feet, along a 320.00 foot radius curve, concave Northeastly, whose 68.91 foot chord bears S09°04'23"E; Thence S74°44'44"W, 214.06 feet; Thence S28°26'14"E, 117.95 feet; Thence S34°23'33"E, 115.56 feet; Thence S47°05'23"E, 114.55 feet; Thence S52°22'33"E, 87.91 feet; Thence S51°25'39"E, 86.57 feet; Thence S44°54'36"E, 81.72 feet; Thence S38°12'22"E, 81.76 feet; Thence S31°29'58"E, 81.79 feet; Thence N61°51'17"E, 141.00 feet; Thence Southeastly, 259.93 feet, along a 840.00 foot radius curve, concave Southwestly, whose 258.89 foot chord bears S19°16'50"E; Thence S79°35'04"W, 142.00 feet; Thence S07°11'42"E, 88.96 feet; Thence S00°36'04"E, 1011.25 feet; Thence S01°45'21"E, 68.17 feet; Thence S88°14'39"W, 87.47 feet; Thence N75°32'31"W, 76.25 feet; Thence S56°05'55"W, 132.48 feet; Thence S26°11'50"W, 114.51 feet; Thence S08°05'47"E, 120.77 feet; Thence S33°03'02"E, 95.26 feet; Thence N89°24'43"E, 242.80 feet; Thence S00°35'04"E, 44.33 feet; Thence S89°14'55"W, 20.87 feet; Thence Southeastly, 47.12 feet, along a 15.00 foot radius curve, concave Northeastly, whose 30.00 foot chord bears S00°45'05"E; Thence N89°14'55"E, 9.15 feet; Thence S36°20'24"W, 199.04 feet, to a Point on the Northerly Right-of-Way Line of the Former Cedar Rapids, Rock Island, and Pacific Railroad; Thence N54°05'03"W, along said Northerly Right-of-Way Line, 791.07 feet; Thence N82°48'13"E, 170.80 feet; Thence N49°18'18"E, 283.80 feet; Thence N05°47'14"E, 1065.96 feet; Thence N08°23'53"W, 117.13 feet; Thence N30°41'51"W, 116.99 feet; Thence N50°52'23"W, 102.49 feet; Thence N55°40'12"W, 320.00 feet; Thence S34°19'48"W, 120.50 feet; Thence N55°40'12"W, 114.03 feet; Thence Northwestly, 209.90 feet, along a 530.00 foot radius curve, concave Southwestly, whose 208.53 foot chord bears N67°00'57"W; Thence N11°35'24"E, 329.98 feet, to the Southwest Corner of Lot 5, of Swann's First Addition, in accordance with the Plat thereof Recorded in Plat Book 28, at Page 10, of the Records of the Johnson County Recorder's Office; Thence N00°40'36"W, along the East Line of said Lot 5, and the Northerly Projection thereof, a distance of 359.08 feet, to the Southwest Corner of a Parcel of Land conveyed by Quit Claim Deed, in accordance with the Deed Recorded in Deed Book 674, at Page 307 of the Records of the Johnson County Recorder's Office; Thence N89°49'37"E, along the South Line of said Conveyed Parcel, 406.63 feet, to the Southeast Corner thereof; Thence N00°37'26"W, along the East Line of said Conveyed Parcel, 354.09 feet, to the Northeast Corner thereof, and a Point on the North Line of the Northeast Quarter of said Section 25; Thence N89°49'56"E, along said North Line 503.93 feet, to the Point of Beginning. Said Tract of Land contains 32.50 acres, more or less, and subject to easements and restrictions of record.

Fox Ridge –
Part One B to
Solon, Iowa

April 2002

000288

DEVELOPER'S AGREEMENT

THIS AGREEMENT is made by and between the city of Solon, Iowa, a municipal corporation hereinafter referred to as "City", and Clair S. Mekota and Judith L. Johnson-Mekota hereinafter referred to as "Developer". The parties, in consideration for the mutual covenants and promises exchanged below, state and agree as follows:

Section 1. Request for Plat Approval

Developer has requested that the City approve the final plat for the proposed subdivision known as Fox Ridge - Part One B to Solon, Iowa (referred to herein as "the Subdivision") for the following described real estate situated in Solon, Johnson County, Iowa, to-wit:

See attached Exhibit A.

Section 2. Conditions of Plat Approval

The City agrees that it will approve the final plat for the Subdivision upon the condition that the Developer enter into and abide by this Agreement and furnish any escrow or deposits as required by this Agreement. Developer further agrees that this Agreement shall be recorded at the Johnson County Recorder's office and that the provisions of this Agreement shall be a covenant running with the land and shall be binding on the present and future owners of the property or lots contained in the above-referenced Subdivision, except as may be partially or fully released by the City.

Section 3. Right to Proceed

Within the Subdivision the Developer may not construct grading for subdivision improvements, sanitary sewer mains, storm sewer mains, water mains, streets, public utilities or any other public improvements until all of the following conditions have been satisfied.

- a. This Agreement has been approved by the City Council, fully executed by both parties, filed with the City Clerk and recorded at the Johnson County Recorder's office;
- b. The preliminary plat has been recorded in the office of the Johnson County Recorder.

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Section 4. Phased Development

If a final plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases will not be allowed to proceed until Developer's agreements for such phases are approved by the City including adjustments, if any, of impact fees.

Section 5. Public Improvements

The Subdivision shall be developed according to the preliminary and final plats as approved by the City and according to the plans as set forth in this section. The plans shall be subject to City approval and shall be approved only after the execution of this Agreement and before the commencement of any work in accordance with the final plat. There shall be no variance from the final plat or from construction plans unless approved, in writing, by the City.

Section 6. Public Improvements

In further consideration of the City approving the Subdivision, the Developer agrees as a covenant running with the land that, except as provided for in this Agreement, the City shall not approve or conduct a final inspection for the issuance of an occupancy permit for any dwelling units in the subdivision unless and until the Developer has installed and/or paid for the following:

- a. sanitary sewer system;
- b. water main system (water mains to be eight inches in diameter);
- c. storm sewer and drainageway system;
- d. streets constructed with portland cement and containing integral curb and gutter;
- e. site grading;
- f. underground utilities;
- g. surveying and staking;
- h. dedication of easement for walkways, if any, as shown on final plat;
- i. sidewalks (may be installed and paid for by lot purchaser);
- j. force main and lift station

Except as otherwise specifically provided herein, nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvements at issue herein, nor shall the Developer be deemed to be acting as the City's agent during the original construction and installation of the above-described improvements. The parties agree that the obligation to install the above-described public improvements herein shall be in accordance with the plans and specifications drafted by the Developer and subject to the approval of the City. Furthermore, the obligations shall remain on the Developer until completion by the Developer and until acceptance by the City, as provided by law.

In connection with the approval of this subdivision, Developer has agreed to install a force main and lift station for use by the Developer and certain adjoining property owners. Upon development of the adjoining properties and connection to the force main, the City shall require the adjoining property owners to reimburse Developer for a portion of costs associated with Developer's installation of the force main and lift station. The lift station must be protected from the 100 year occurrence flood and be accessible by the City during a 25-year occurrence flood (DNR design standard 13.2.1).

The Developer or the Developer's successors in interest or assigns shall pay impact fees to the City of Solon prior to the issuance of a Building Permit for each lot as shown on the Final Plat for this subdivision as follows:

- a. For a single family residence lot: \$2,500.00
- b. For a commercial lot: \$9,500.00
- c. For a multi-family residence lot: \$2,500.00 for the initial multi-family residence unit and \$1,000.00 for each unit thereafter not to exceed a total of \$12,000.00 impact fee for each multi-family residence.
- d. There shall be no impact fees required for Lot 1 (Industrial Lot)

Section 7. Construction of Improvements

All improvements and facilities described in this Agreement shall be constructed and installed by the Developer according to the plans, specifications, ordinances and standards of the City, with inspections by the City Engineer or designate. Said inspections shall consist of inspection of the work in progress but shall not relieve or release the Developer from its responsibility to construct said improvements and facilities pursuant to the agreed upon plans and specifications.

Section 8. Public Utilities

The Developer agrees that it will obtain necessary approval of utility or other easements from the utility companies and agrees to construct all utilities and facilities underground. The Developer agrees that it will connect and use existing public water supply in accordance with the Solon Municipal Code. The Developer will connect the sanitary sewer lines within the Subdivision to the City's existing system. The Developer agrees that it will provide a plan outlining the drainage of the land and indicating the manner in which drainage will be accommodated and may connect to existing storm sewers subject to a plan approved by the City Engineer. Sanitary sewer, storm sewer and water facilities of the City to which the Developer will connect presently abut the Subdivision.

Section 9. Sidewalks

The Developer agrees that Developer or its successors or assigns shall install concrete sidewalks abutting each of the lots in the Subdivision. Such sidewalks shall be at least four (4) feet in width and shall be installed one (1) foot from the property line according to the plans and specifications of the City and with inspections by the City Engineer or designate. The sidewalks shall be installed as required by the Solon municipal Code of Ordinances and shall remain a lien on the lot until installed and released by the City and the Release has been duly recorded in the Johnson County Recorder's office. Sidewalks for a particular lot shall be installed before an occupancy permit is issued for such lot. A lot owner taking title subject to this obligation to install sidewalks shall relieve the Developer of any further obligations therefor. Sidewalks shall be installed within five years of approval of the final plat, or the City will have the right to install said sidewalks and assess the cost thereof to the adjacent property owners.

Section 10. Erosion Control.

Before any utility construction is commenced or building permits are issued, the Developer shall design and implement an Erosion Control Plan that shall be reviewed and approved by the City. All areas disturbed by the excavation and backfilling operations shall be re-seeded forthwith after the completion of the work in that area. All seeded areas shall be mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion and if the Developer does not comply with the Erosion Control Plan or any supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion and assess the costs of such action to the Developer. The City will endeavor to notify the

Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder.

Section 11. Waiver

In the event the Developer, its assigns or successors in interest should sell or convey lots in said subdivision without having constructed or installed the improvements and facilities as provided in this Agreement, together with impact fees as referred to in Section 6, or the Developer, its assigns and successors in interest in said subdivision shall fail to construct sidewalks, the City shall have the right to install and construct said improvements, facilities and sidewalks. The cost of said improvements, facilities and sidewalks shall be a lien and charge against all of the lots in the Subdivision, except the cost of installing sidewalks shall be a lien and charge only against the lot or lots abutting or in front of the sidewalks.

The Developer acknowledges and agrees that all lots in the Subdivision are specifically benefited by the improvements and facilities and the costs of such improvements and facilities need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities. It is further provided that this requirement to so construct said improvements and facilities is and shall remain a lien from the date of execution until properly released as hereinafter provided.

Section 12. Release

The City agrees that when the improvements and facilities required by this Agreement have been installed to the satisfaction of the City, it will promptly issue a Release to the Developer, its assigns or successors in interest, for recording in the Johnson County Recorder's office, so that this Agreement will not longer constitute a cloud on the title of the lots in said Subdivision.

Section 13. Developer's Default

In the event of default by the Developer regarding any work to be performed by the Developer under this Agreement, the City may at its option perform the work and bill the Developer for said work. The Developer shall promptly reimburse the City for any expense incurred by the City provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than 48 hours in advance of the City undertaking said work. This Agreement is an authorization for the

City to act and it shall not be necessary for the City to seek a Court Order for permission to enter upon the property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part against all of the property located in the Subdivision.

Section 14. Miscellaneous

a. The Developer represents and states that the plat complies with all city, state and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances and environmental regulations. The City may, at its option, refuse to allow construction or development work in the Subdivision until the Developer complies with the appropriate law or regulation. Upon the City's demand, the Developer shall cease work until there is compliance.

b. Third parties shall have no recourse against the City under this Agreement.

c. Breach of the terms of this Agreement, by the Developer, shall be grounds for denial of building permits or occupancy permits.

d. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

e. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or a release.

f. The Developer's obligations under this Agreement shall continue in full force and effect even if the Developer sells a portion of the Subdivision, the entire platted area or any part thereof.

g. If building permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability for costs resulting from delays in completion of public improvements and damage to public improvements caused by the Developer, its contractors, subcontractors, material men, employees, agents or third parties.

h. The Developer shall take out and maintain, until completion of all subdivision improvements, a public liability and property damage insurance policy covering personal injury, including death, and claims for property damage which may arise out of the Developer's work on the Subdivision or the work of its subcontractors or by one directly or indirectly employed by any of them.

i. Before any lots in the Subdivision are sold, the Developer shall place Protective Covenants and Restrictions upon the real estate contained in this Subdivision. These covenants shall be binding upon owners of lots in the Subdivision and shall be recorded at the office of the Johnson County Recorder. Developer shall provide a copy of the recorded covenants to the City. Additionally, an association shall be established, if necessary, for the purpose of levying assessments for and carrying out the maintenance of the common areas, if any

Section 15. Street Maintenance

It is further provided that the Developer and its assigns and successors in interest agree that public services, including but not limited to street maintenance, snow removal and rubbish and trash collection, need not be extended to the Subdivision until the pavement is installed as provided in this Agreement, and accepted by the City.

Section 16. Cleanup

The Developer agrees that each day it will clean from existing City streets all unreasonable accumulation of dirt and debris that may result from the construction work performed by the Developer, its agents, employees or assigns.

Section 17. Wells

Wells within the Subdivision, if any, will be abandoned in accordance with the Iowa Code and any corresponding state regulations and/or any applicable federal statutes and regulations.

Section 18. Liability

Developer agrees and is fully obligated to perform each item of work required under this Agreement.

Section 19. Second Access. The final plat for the phased development of the area shown on the multi-phased preliminary plat as including the intersection of Wood Lilly Road and Bergamot Lane need not be approved by the City until Bergamot Lane is connected to Fifth Street or other further road in order to provide for a second access. Furthermore, the final plat for the phased development of the area shown on the multi phased preliminary plat as South of Wood Lilly Road from Feverfew Lane need not be approved by the City until Feverfew Lane is connected to Fifth Street or other named road in order to provide for a second access.

Section 20. Trail and Open Spaces. The trail between Willow Court and Windflower Lane shall be completed by Developer at the time that Willow Court and Windflower Lane are completed. The trails and common open spaces shall be dedicated to the City of Solon.

Section 21. Wetlands. The Developer states that the wetlands as shown in Outlot A of multi-phased preliminary plat will be subject to periodic burnings as part of the wetlands maintenance. Developer further states that these wetlands are a benefit and Developer waives any right to have the wetlands be considered a nuisance. This waiver by Developer shall be binding on Developer and on all subsequent lot owners within the Fox Ridge phased subdivisions.

The wetlands are those lands located within the wetland boundary as designated on the preliminary plat to all of Fox Ridge Subdivision. The wetlands do not include the trails or common open spaces, which will be dedicated to the City of Solon as part of the subdivision proceedings.

The Developer agrees to convey the wetland to Johnson County for use and maintenance by the Johnson County Conservation Board, pursuant to an anticipated agreement between the Developer and the Conservation Board.

The Developer, at Developer's expense, shall maintain the "mitigated wetland area" during the five-year wetland maintenance period required by the U.S. Corps of Engineers, in its agreement with the Developer.

Section 22. Engineering Requirement

The Developer shall submit to the City, for approval by the City Engineer, plans and specifications for the construction of improvements in the Subdivision, which have been prepared by a registered professional engineer. The Developer shall obtain all necessary

permits from the appropriate city, state and/or federal agencies before proceeding with construction. In addition, the Developer shall cause its engineer to provide adequate field inspection personnel to insure that an acceptable level of quality control is maintained.

Furthermore, the City may, at the City's direction and at the Developer's reasonable expense, have a city inspector and soil engineer inspect the work in progress in order to adequately protect the City's interest. If upon inspection the City discovers that the construction of the improvements does not meet the agreed upon plans and specifications, the Developer, its contractors and subcontractors will cause the deficiencies in the improvements to be repaired or reconstructed. Said repairs and reconstruction will be performed as directed by the City in order to comply with the approved plans and specifications.

At the time that the Developer is prepared to start construction, a pre-construction meeting may be held at the City Hall between Developer and City officials and/or City staff if deemed necessary by either party to review the construction schedule.

Section 23. Authorization to Enter Premises

Developer hereby grants the City, its agents, employees, officers and contractors authorization to enter the Subdivision to perform all work and inspections deemed appropriate by the City in conjunction with the development of the Subdivision.

Section 24. Fees

The Developer agrees to record this agreements and to pay all necessary recording and filing fees that accrue as a result of any work that is performed under this Agreement or made necessary as a result of this Subdivision project.

Section 25. Notices

Required notices to the Developer shall be in writing and shall be hand delivered to the Developer or an officer of the Developer or mailed to the Developer by registered mail at the following address;

Clair Mekota
Fox Ridge
2342 NE Scales Bend Rd
North Liberty, IA 52317

Notices to the City shall be in writing and shall be either hand delivered to the City Clerk or mailed to the City by registered mail in care of the City Clerk at the following address:

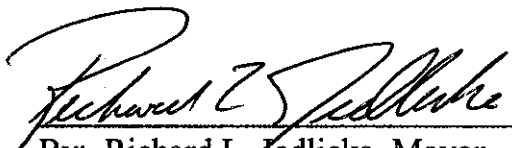
City of Solon
City Clerk
301 S. Iowa Street
P O Box 267
Solon, IA 52333

Section 26. Successors and Assigns

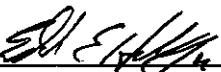
This Agreement shall be a covenant running with the land and inure to the benefit of and be binding upon the parties, their successors and assigns.

CITY OF SOLON, Iowa

DEVELOPER


By: Richard L. Jedlicka, Mayor


Clair S. Mekota

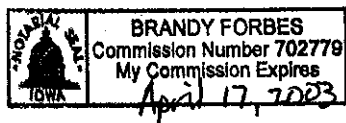
Attest: 
Ed B. Hatfield, Jr., City Clerk


Judith L. Johnson-Mekota

State of Iowa)
) ss:
County of Johnson)

On this 12 day of April, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard L. Jedlicka and Ed E. Hatfield, Jr. to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Solon, Iowa, a municipal corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and Richard L. Jedlicka and Ed E. Hatfield Jr. acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

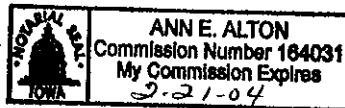
Brandy Forbes
Notary Public in and for
Said State.



State of Iowa)
) ss:
County of Johnson)

On this 11th day of April, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clair S. Mekota and Judith L. Johnson-Mekota, Husband and Wife, to me personally known to be the persons named in and who executed the foregoing instrument and acknowledge that they executed the same as their voluntary act and deed.

Ann E. Alton
Notary Public State of Iowa



Commencing at the Northeast Corner of the Northeast Quarter of Section 25, Township 81 North, Range 6 West, of the Fifth Principal Meridian; Thence S89°49'56"W, along the North Line of said Northeast Quarter, 399.79 feet, to the Northwest Corner of Lot 1 of K-J-R Acres, in accordance with the Plat thereof Recorded in Plat Book 22, at Page 41, of the Records of the Johnson County Recorder's Office; and the Point of Beginning; Thence S00°37'09"E, along the West Line of said Lot 1, a distance of 584.43 feet, to the Southwest Corner thereof; Thence N81°48'17"W, 45.98 feet; Thence N71°43'27"W, 104.78 feet; Thence S18°16'33"W, 65.09 feet; Thence S87°06'29"W, 139.78 feet; Thence Southeasterly, 69.05 feet, along a 320.00 foot radius curve, concave Northerly, whose 68.91 foot chord bears S09°04'23"E, Thence S74°44'44"W, 214.06 feet; Thence S28°26'14"E, 117.95 feet; Thence S34°23'33"E, 115.56 feet; Thence S47°05'23"E, 114.55 feet; Thence S52°22'33"E, 87.91 feet; Thence S51°25'39"E, 86.57 feet; Thence S44°54'36"E, 81.72 feet; Thence S38°12'22"E, 81.76 feet; Thence S31°29'58"E, 81.79 feet; Thence N61°51'17"E, 141.00 feet; Thence Southeasterly, 259.93 feet, along a 840.00 foot radius curve, concave Southwesterly, whose 258.89 foot chord bears S19°16'50"E; Thence S79°35'04"W, 142.00 feet; Thence S07°11'42"E, 88.96 feet; Thence S00°36'04"E, 1011.25 feet; Thence S01°45'21"E, 68.17 feet; Thence S88°14'39"W, 87.47 feet; Thence N75°32'31"W, 76.25 feet; Thence S56°05'55"W, 132.48 feet; Thence S26°11'50"W, 114.51 feet; Thence S08°05'47"E, 120.77 feet; Thence S33°03'02"E, 95.26 feet; Thence N89°24'43"E, 242.80 feet; Thence S00°35'04"E, 44.33 feet; Thence S89°14'55"W, 20.87 feet; Thence Southeasterly, 47.12 feet, along a 15.00 foot radius curve, concave Northeasterly, whose 30.00 foot chord bears S00°45'05"E; Thence N89°14'55"E, 9.15 feet; Thence S36°20'24"W, 199.04 feet, to a Point on the Northerly Right-of-Way Line of the Former Cedar Rapids, Rock Island, and Pacific Railroad; Thence N54°05'03"W, along said Northerly Right-of-Way Line, 791.07 feet; Thence N82°48'13"E, 170.80 feet; Thence N49°18'18"E, 283.80 feet; Thence N05°47'14"E, 1065.96 feet; Thence N08°23'53"W, 117.13 feet; Thence N30°41'51"W, 116.99 feet; Thence N50°52'23"W, 102.49 feet; Thence N55°40'12"W, 320.00 feet; Thence S34°19'48"W, 120.50 feet; Thence N55°40'12"W, 114.03 feet; Thence Northwesterly, 209.90 feet, along a 530.00 foot radius curve, concave Southwesterly, whose 208.53 foot chord bears N67°00'57"W; Thence N11°35'24"E, 329.98 feet, to the Southwest Corner of Lot 5, of Swann's First Addition, in accordance with the Plat thereof Recorded in Plat Book 28, at Page 10, of the Records of the Johnson County Recorder's Office; Thence N00°40'36"W, along the East Line of said Lot 5, and the Northerly Projection thereof, a distance of 359.08 feet, to the Southwest Corner of a Parcel of Land conveyed by Quit Claim Deed, in accordance with the Deed Recorded in Deed Book 674, at Page 307 of the Records of the Johnson County Recorder's Office; Thence N89°49'37"E, along the South Line of said Conveyed Parcel, 406.53 feet, to the Southeast Corner thereof; Thence N00°37'26"W, along the East Line of said Conveyed Parcel, 354.09 feet, to the Northeast Corner thereof, and a Point on the North Line of the Northeast Quarter of said Section 25; Thence N89°49'56"E, along said North Line 503.93 feet, to the Point of Beginning. Said Tract of Land contains 32.50 acres, more or less, and subject to easements and restrictions of record.

Fox Ridge –
Part One B to
Solon, Iowa

April 2002

000300

Prepared by Thomas H. McMurray, P.O. Box 5158, Coralville, IA 52241 (319)351-6881

TITLE OPINION OF ATTORNEY

RE: FOX RIDGE – PART ONE B TO SOLON, IOWA

I, Thomas H. McMurray, a regular practicing attorney of Coralville, Johnson County, Iowa, do hereby certify that I have examined an abstract of title to a tract of land designated as Fox Ridge – Part One B to Solon, Iowa, more particularly described as follows:

(see attached legal description)

I hereby certify that fee simple title to said property is in:

CLAIR S. MEKOTA AND JUDITH L. JOHNSON-MEKOTA,
Husband and Wife

and the same is free from liens and encumbrances except the following mortgages to Solon State Bank:

1. A Purchase Money Mortgage (open-end) dated November 17, 2000 and recorded November 22, 2000 in Book 3020, Page 174 of the Johnson County Recorder's Office.
2. A Mortgage (open-end) dated December 21, 2001 and recorded January 2, 2002 in Book 3201, Page 557, of the Johnson County Recorder's Office.

The mortgage holder has provided its written and acknowledged consent to said subdivision.

DATED at Coralville, Iowa, this 11th day of April, 2002.


THOMAS H. MCMURRAY
1400 5th Street
P.O. Box 5158
Coralville, IA 52241
(319) 351-6881

000301

Commencing at the Northeast Corner of the Northeast Quarter of Section 25, Township 81 North, Range 6 West, of the Fifth Principal Meridian; Thence S89°49'56"W, along the North Line of said Northeast Quarter, 399.79 feet, to the Northwest Corner of Lot 1 of K-J-R Acres, in accordance with the Plot thereof Recorded in Plot Book 22, at Page 41, of the Records of the Johnson County Recorder's Office, and the Point of Beginning; Thence S00°37'09"E, along the West Line of said Lot 1, a distance of 584.43 feet, to the Southwest Corner thereof; Thence N81°46'17"W, 45.98 feet; Thence N71°43'27"W, 104.76 feet; Thence S18°16'33"W, 65.09 feet; Thence S87°06'29"W, 139.76 feet; Thence Southeastly, 69.05 feet, along a 320.00 foot radius curve, concave Northeastly, whose 68.91 foot chord bears S09°04'23"E; Thence S74°44'44"W, 214.06 feet; Thence S28°26'14"E, 117.95 feet; Thence S34°23'33"E, 115.56 feet; Thence S47°05'23"E, 114.55 feet; Thence S52°22'33"E, 87.91 feet; Thence S51°25'39"E, 86.57 feet; Thence S44°54'36"E, 81.72 feet; Thence S38°12'22"E, 81.76 feet; Thence S31°29'58"E, 81.79 feet; Thence N61°51'17"E, 141.00 feet; Thence Southeastly, 259.93 feet, along a 840.00 foot radius curve, concave Southwestly, whose 258.89 foot chord bears S19°16'50"E; Thence S79°35'04"W, 142.00 feet; Thence S07°11'42"E, 88.96 feet; Thence S00°36'04"E, 1011.25 feet; Thence S01°45'21"E, 68.17 feet; Thence S88°14'39"W, 87.47 feet; Thence N75°32'31"W, 76.25 feet; Thence S56°05'55"W, 132.48 feet; Thence S26°11'50"W, 114.51 feet; Thence S08°05'47"E, 120.77 feet; Thence S33°03'02"E, 95.26 feet; Thence N89°24'43"E, 242.80 feet; Thence S00°35'04"E, 44.33 feet; Thence S89°14'55"W, 20.87 feet; Thence Southeastly, 47.12 feet, along a 15.00 foot radius curve, concave Northeastly, whose 30.00 foot chord bears S00°45'05"E; Thence N89°14'55"E, 9.15 feet; Thence S36°20'24"W, 199.04 feet, to a Point on the Northerly Right-of-Way Line of the Former Cedar Rapids, Rock Island, and Pacific Railroad; Thence N54°05'03"W, along said Northerly Right-of-Way Line, 791.07 feet; Thence N82°48'13"E, 170.80 feet; Thence N49°18'18"E, 283.80 feet; Thence N05°47'14"E, 1065.96 feet; Thence N08°23'53"W, 117.13 feet; Thence N30°41'51"W, 116.99 feet; Thence N50°52'23"W, 102.49 feet; Thence N55°40'12"W, 320.00 feet; Thence S34°13'48"W, 120.50 feet; Thence N55°40'12"W, 114.03 feet; Thence Northwestly, 209.90 feet, along a 530.00 foot radius curve, concave Southwestly, whose 208.53 foot chord bears N67°00'57"W; Thence N11°35'24"E, 329.98 feet, to the Southeast Corner of Lot 5, of Swann's First Addition, in accordance with the Plot thereof Recorded in Plot Book 28, at Page 10, of the Records of the Johnson County Recorder's Office; Thence N00°40'36"W, along the East Line of said Lot 5, and the Northerly Projection thereof, a distance of 359.08 feet, to the Southwest Corner of a Parcel of Land conveyed by Quit Claim Deed, in accordance with the Deed Recorded in Deed Book 674, at Page 307 of the Records of the Johnson County Recorder's Office; Thence N89°49'37"E, along the South Line of said Conveyed Parcel, 406.63 feet, to the Southeast Corner thereof; Thence N00°37'26"W, along the East Line of said Conveyed Parcel, 354.09 feet, to the Northeast Corner thereof, and a Point on the North Line of the Northeast Quarter of said Section 25; Thence N89°49'56"E, along said North Line 503.93 feet, to the Point of Beginning. Said Tract of Land contains 32.50 acres, more or less, and subject to easements and restrictions of record.

Fox Ridge –
Part One B to
Solon, Iowa

April 2002

000302

CERTIFICATE OF COUNTY TREASURER

I, THOMAS L. KRIZ, hereby certify that I am the County Treasurer of Johnson County, Iowa, and that the property designated as **Fox Ridge – Part One B to Solon, Iowa** more particularly described as follows:

See attached legal description

and shown on the Final Plat to said subdivision, is free from certified taxes and certified special assessments.

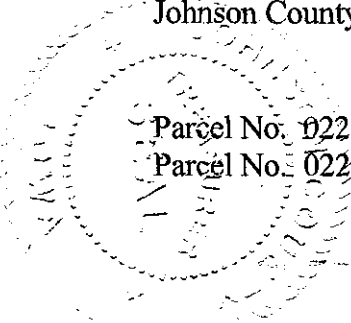
DATED at Iowa City, Johnson County, Iowa this 11th day of April, 2002.



THOMAS L. KRIZ
County Treasurer
Johnson County, Iowa

Parcel No. 0225176003

Parcel No. 0225176003


SEAL

000303

Commencing at the Northeast Corner of the Northeast Quarter of Section 25, Township 81 North, Range 6 West, of the Fifth Principal Meridian; Thence S89°49'56"W, along the North Line of said Northeast Quarter, 399.79 feet, to the Northwest Corner of Lot 1 of K-J-R Acres, in accordance with the Plat thereof Recorded in Plat Book 22, at Page 41, of the Records of the Johnson County Recorder's Office, and the Point of Beginning; Thence S00°37'09"E, along the West Line of said Lot 1, a distance of 584.43 feet, to the Southwest Corner thereof; Thence N81°48'17"W, 45.98 feet; Thence N71°43'27"W, 104.76 feet; Thence S18°16'33"W, 65.09 feet; Thence S87°06'29"W, 139.76 feet; Thence Southeastly, 69.05 feet, along a 320.00 foot radius curve, concave Northeastly, whose 68.91 foot chord bears S09°04'23"E; Thence S74°44'44"W, 214.06 feet; Thence S28°26'14"E, 117.95 feet; Thence S34°23'33"E, 115.56 feet; Thence S47°05'23"E, 114.55 feet; Thence S52°22'33"E, 87.91 feet; Thence S51°25'39"E, 86.57 feet; Thence S44°54'36"E, 81.72 feet; Thence S38°12'22"E, 81.76 feet; Thence S31°29'58"E, 81.79 feet; Thence N61°51'17"E, 141.00 feet; Thence Southeastly, 259.93 feet, along a 840.00 foot radius curve, concave Southwestly, whose 258.89 foot chord bears S19°16'50"E; Thence S79°35'04"W, 142.00 feet; Thence S07°11'42"E, 88.96 feet; Thence S00°36'04"E, 1011.25 feet; Thence S01°45'21"E, 68.17 feet; Thence S88°14'39"W, 87.47 feet; Thence N75°32'31"W, 76.25 feet; Thence S56°05'55"W, 132.48 feet; Thence S26°11'50"W, 114.51 feet; Thence S08°05'47"E, 120.77 feet; Thence S33°03'02"E, 95.26 feet; Thence N89°24'43"E, 242.80 feet; Thence S00°35'04"E, 44.33 feet; Thence S89°14'55"W, 20.87 feet; Thence Southeastly, 47.12 feet, along a 15.00 foot radius curve, concave Northeastly, whose 30.00 foot chord bears S00°45'05"E; Thence N89°14'55"E, 9.15 feet; Thence S36°20'24"W, 199.04 feet, to a Point on the Northerly Right-of-Way Line of the Former Cedar Rapids, Rock Island, and Pacific Railroad; Thence N54°05'03"W, along said Northerly Right-of-Way Line, 791.07 feet; Thence N82°48'13"E, 170.80 feet; Thence N49°18'18"E, 283.80 feet; Thence N55°40'12"W, 1065.96 feet; Thence N08°23'53"W, 117.13 feet; Thence N30°41'51"W, 116.99 feet; Thence N50°52'23"W, 102.49 feet; Thence N55°40'12"W, 320.00 feet; Thence S34°19'48"W, 120.50 feet; Thence N55°40'12"W, 114.03 feet; Thence Northwestly, 209.90 feet, along a 530.00 foot radius curve, concave Southwestly, whose 208.53 foot chord bears N67°00'57"W; Thence N11°35'24"E, 329.98 feet, to the Southeast Corner of Lot 5, of Swann's First Addition, in accordance with the Plat thereof Recorded in Plat Book 28, at Page 10, of the Records of the Johnson County Recorder's Office; Thence N00°40'36"W, along the East Line of said Lot 5, and the Northerly Projection thereof, a distance of 359.08 feet, to the Southwest Corner of a Parcel of Land conveyed by Quit Claim Deed, in accordance with the Deed Recorded in Deed Book 674, at Page 307 of the Records of the Johnson County Recorder's Office; Thence N89°49'37"E, along the South Line of said Conveyed Parcel, 406.63 feet, to the Southeast Corner thereof; Thence N00°37'26"W, along the East Line of said Conveyed Parcel, 354.09 feet, to the Northeast Corner thereof, and a Point on the North Line of the Northeast Quarter of said Section 25; Thence N89°49'56"E, along said North Line 503.93 feet, to the Point of Beginning. Said Tract of Land contains 32.50 acres, more or less, and subject to easements and restrictions of record.

Fox Ridge –
Part One B to
Solon, Iowa

April 2002

000304

Prepared by Thomas H. McMurray, P.O. Box 5158, Coralville, IA 52241
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
FOX RIDGE - PART ONE B TO SOLON, IOWA**
According to the Plat thereof Recorded in Book 44, Page 54, Plat Records of Johnson County, Iowa.

THIS DECLARATION, made on the date hereinafter set forth by the undersigned, being the owners of all lots in the subdivision known as Fox Ridge - Part One B to Solon, Iowa, the Dedication of which subdivision is recorded in Book _____, page 285, in the office of the Recorder, Johnson County, Iowa;

NOW, THEREFORE, the undersigned hereby declares that each lot in Fox Ridge - Part One B (excluding all outlots) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the properties and for the mutual benefits of those persons who own or may purchase any of the lots in said subdivision and shall be binding on all parties having any right, title or interest in the properties, or any part thereof, their heirs, successors, and assigns, as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of said properties.

1. **NAME.** This subdivision shall be known and designated as Fox Ridge - Part One B to Solon, Iowa.

2. **DEFINITIONS.**

2.1 "Association" There shall be no homeowner's association.

2.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (excluding all Outlots) which is a part of the subdivision, including contract vendees, but excluding those having such interest merely as security for the performance of any obligation such as mortgagees.

2.3 "Subdivision" shall mean and refer only to Fox Ridge - Part One B to Solon, Iowa located on the real estate described in the Dedication thereof.

2.4 "Plat" shall mean and refer to the subdivision plat or plats as recorded in the office of the Recorder, Johnson County, Iowa, as the same may be hereafter amended or supplemented.

000305

2.5 "Lot" shall mean and refer to the numbered lots (excluding all outlots) shown upon a plat as recorded in the office of the Recorder, Johnson County, Iowa.

2.6 "Building" shall mean and refer to any structure that is constructed on a lot within the Subdivision.

2.7 "Developer" shall mean and refer to Clair S. Mekota and Judith L. Johnson-Mekota, and their successors and assigns as a Declarant.

2.8 "Board of Directors". There shall be no Board of Directors and no Association.

2.9 "Streets" shall mean and refer to the dedicated streets shown on the recorded plat of the subdivision.

3. LOTS.

3.1 Number of Lots. Fox Ridge – Part One B to Solon, Iowa contains 22 lots numbered 7 through 28.

3.2 Land Use. All lots shall be used exclusively for single family residential purposes. No trailer, basement, shack, garage, barn or other outbuilding on a lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted. No act constituting a nuisance as defined under the provisions of Chapter 657 of the 2001 Code of Iowa, or the Common Law of Iowa, shall be permitted.

3.3 Conveyance of Lots. Each lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions, and restrictions contained herein.

3.4 Subdivision. 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, or violate any setback requirements.

4. PUBLIC IMPROVEMENTS

4.1 Developer's Obligation to Install Public Improvements. The Developer shall install public improvements in accordance with the Developer's Agreement entered into with the City of Solon in connection with the approval of the Final Plat of the subdivision.

4.2 Transfer of Improvements. Once the Developer has completed the required improvements to the water and sewer systems and streets, the same shall be conveyed by the Declarants to the City of Solon, as required by the Developer's Agreement, after which conveyance the City of Solon shall be responsible for the maintenance of such water and sewer systems and streets according to such conveyances.

5. ARCHITECTURAL CONTROL AND CONSTRUCTION.

5.1 Plan Approval. No building, fence, wall or other structure shall be commenced, erected or maintained within the Subdivision, nor shall any exterior addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved by the Developer as hereinafter provided.

5.2 Contents of approval Application. Complete plans and specifications for the proposed construction shall be submitted to the Developer or its nominee or assignee for approval. In addition to plans and specifications for proposed structures, the application for approval shall show the location and type of any fences, parking areas, plantings, landscaping, exterior lighting and other relevant matters, including the location on the lot of all proposed improvements, the materials to be used and the color scheme proposed. The application shall also set forth a time schedule for the construction of such improvements, and in no event will an application be approved when the proposed construction will not be commenced within one (1) year from the date of application.

5.3 Approval or Disapproval. The Developer or its nominee or assignee shall approve or disapprove the application within a period of thirty (30) days, and in the event of disapproval, shall specify the exact reasons therefore. Disapproval shall be for substantial cause only, it being the intent of this restriction to permit improvements that will enhance the aesthetics of the subdivision and maintain or improve property values.

5.4 Duration of Approval. In the event any proposed construction is not commenced within one (1) year from the date said construction has been approved by the Developer, 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. Once commenced, construction shall proceed in a reasonably diligent manner to completion; provided, however, that landscaping may be staged over a period not to exceed a period of three (3) years with the prior approval of the Developer.

5.5 Responsibility for Construction Site. During construction, it shall be the responsibility of each lot owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials are kept in a neat and orderly manner. 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.

5.6 Erosion Control. As a part of the construction, each lot owner shall be responsible to grade, landscape and maintain his lot in such manner so as to minimize damage which might result to other lots or common areas as a result of erosion and surface water drainage.

5.7 General Provisions.

5.7.1 No building shall be erected on any lot having a ground floor living area of less than one thousand, two hundred (1,200) square feet in the case of a one (1) story structure, nor less than eight hundred (800) square feet in the case of a one and one-half (1½) 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.

5.7.2 No trailer, mobile home, tent, boat, unattached garage or barn shall be placed upon any lot except as specifically provided in these Covenants. Detached storage buildings shall be no larger than 6 feet x 10 feet in size, sided and roofed with the same material as the principal dwelling unit, in the same color, and constructed upon a concrete foundation. The design and location of any storage building must be approved, in advance, by the Developer.

5.7.3 No building shall be constructed nearer than 25 feet to the front line or 10 feet to any side lot line, and 30 feet to any rear lot line, and all applicable provisions of the City of Solon, Iowa, zoning ordinances shall be observed. To the extent permitted by the City of Solon zoning ordinances, the Developer may approve set backs of less than those provided where unusual terrain features or unusual circumstances exist.

5.7.4 The Developer must approve all building elevations, including requirements for walkout or conventional basements. All building foundations shall be not less than twelve inches (12") above curb level, unless otherwise approved by the Developer. The installation of walkout basements will be permitted only if, in the absolute discretion of the Developer, the same will not adversely affect surface water drainage or the continuity of topography within the subdivision. A sump pump shall be installed in all dwellings and the discharge line from the sump pump shall be connected to the ADS drainage tubing at the front of the property that connects to the storm water system. A back-flow preventer shall be installed on the dwelling's sewer line.

5.7.5 Not less than twenty-five percent (25%) of the total front surface of each dwelling shall be constructed of brick, stone or other masonry material. All other exterior surfaces of the dwellings shall be constructed only of brick, stone, or horizontal lap siding. 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 specifically approved in writing by the Developer.

5.7.6 All dwelling roofs shall be surfaced with Certainteed Hearthstead asphalt shingles, or an equivalent shadow accent or laminate "Shangle", 25 year wear shingle. All dwelling roofs must have a minimum pitch of 5/12 (i.e., 5" of rise for each 12" of run). No "three-tab" shingles are allowed.

5.7.7 All vehicle parking areas, driveways and sidewalks shall be constructed of concrete, and shall be completed within the twelve-month period set forth above. All sidewalks must be four feet in width except those along the east side of Wood Lily Road, which shall be six feet in width, and also must comply with City of Solon requirements.

5.7.8 No fences will be installed unless the same is wood or poly-covered 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. Swimming pools must be located in the rear yard and may be bordered by a five to six foot high poly-covered chain link fence, and must comply with City of Solon regulations.

5.7.9 Each lot owner shall plant in the front yard two trees, each with a minimum trunk diameter of 3 inches and 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; all fir; Ginko; and thornless honeylocust. Immediately upon obtaining an occupancy permit, each lot owner shall install grass sod (not seed) in the front yard and side yards of the lot.

5.7.10 Each dwelling shall have a minimum of a two-car and a maximum of a three-car capacity attached garage.

5.7.11 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 concrete. 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.

5.7.12 No satellite dish unless approved in writing by the developer, ham radio tower, or antenna, and no outbuildings except for a storage building and/or 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.

5.7.13 Outdoor lighting must be approved, in writing, by the Developer. Only decorative poles may be used. No wooden poles will be permitted.

5.7.14 No overhead wiring of any type will be permitted, including wiring to outdoor lighting, outbuildings, or antennas. All wiring and utility service, including cable television shall be delivered by buried cable.

5.7.15. Each lot owner shall be responsible for the installation of a sidewalk on said owner's lot in accordance with the Developer's Agreement

with the City of Solon, Iowa, and in accordance with the City of Solon sidewalk requirements, and also in accordance with the terms of these covenants.

5.7.16. Lot owners are advised that the U.S. Postal Service will not deliver to individual homes in this subdivision and that mail will be distributed at the Solon Post Office or at centralized mailboxes in the subdivision.

6. MAINTENANCE.

6.1 General: The owner of each lot shall be responsible for maintaining such lot free of weeds, debris or other waste, and all waste shall be placed in sanitary containers having proper fitting lids. There shall be no open burning within the subdivision, except as provided by the City of Solon.

6.2 Trees, Shrubs, and Plants. No live tree having a trunk diameter of six inches or more shall be removed without the prior permission of the Developer, provided that the Developer may permit the removal of such trees in connection with the approval of construction on any lot, pursuant to the provisions of Article 5 hereof. Any diseased and dead trees, shrubs and plants shall be removed.

6.3 Restoration of Damage. The owner of any building damaged by fire or other Act of God shall within ninety (90) days after such event commence restoration of said building and said restoration shall be completed within one (1) year of its commencement. In the event of a total destruction of any building, the owner shall within ninety (90) days after such event commence removal of the debris and restore the site to a satisfactory condition. Said removal shall be completed within thirty (30) days of its commencement date.

6.4 Wetland Protection and Maintenance. Certain wetland areas located in the Fox Ridge development are already owned by Johnson County or will be conveyed to Johnson County, to be maintained as a wetland area. As part of the maintenance procedures, it is anticipated that the County will engage in periodic burn-offs of the wetland area. To further the health of the wetland area, the lot owners shall not mow any portion of the wetlands and any chemicals applied by lot owners on their lots shall be applied in accordance with label directions and in a manner so as not to harm the wetlands.

7. **PETS.**

7.1 General. No animals, livestock, or poultry shall be raised or kept within the subdivision, except for usual household pets, provided that such household pets shall not be kept or maintained for commercial purposes. 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 or other flora, attack other pets or persons or habitually be found upon property other than that of the owner shall be considered a nuisance.

8. **GENERAL PROVISION.**

8.1 Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the persons in ownership from time to time of the Lots and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Iowa law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorney's fees and the costs and expenses incurred as a result thereof.

8.2 Amendment. This Declaration may be amended or changed at any time within ten (10) years following the date of recordation by an instrument recorded in the Office of the Recorder, Johnson County, Iowa, signed by at least a majority of the then Owners and thereafter by a similar recorded instrument signed by at least seventy-five percent (75%) of such Owners; provided, however, none of the rights of Developer reserved hereunder may be amended or changed without Developer's prior written approval. This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recordation in the office of the Recorder, Johnson County, Iowa, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten year period it is amended or changed in whole or in part as hereinabove provided. Any lot owner may preserve 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. Invalidity 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, but the same shall remain in full force and effect.

IN WITNESS WHEREOF the Developers have caused this Declaration to be executed this 11th day of April, 2002

Clair S. Mekota
CLAIR S. MEKOTA

Judith L. Johnson-Mekota
JUDITH L. JOHNSON-MEKOTA

State of Iowa)
)ss:
County of Johnson)

On this 11th day of April, 2002 before me, the undersigned a notary public in and for the State of Iowa personally appeared Clair S. Mekota and Judith L. Johnson-Mekota, husband and wife, to me personally known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Ann E. Alton
Notary Public in and for the State
of Iowa.

