BK: 5698 PG: 410
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Revenue Tax:
Kim Painter RECORDER
Johnson County, Iowa

Prepared by and after recording return to:

Michael J. Pugh | 425 E. Oakdale Blvd., Suite 201 | (319) 351-2028
Pugh Hagan Prahm PLC | Coralville, Iowa | facsimile (319) 351-1102

PROTECTIVE COVENANTS AND RESTRICTIONS OF SCANLON FARMS – NORTH RIDGE NORTH LIBERTY, JOHNSON COUNTY, IOWA

The undersigned, Scanlon Farms Development, LLC ("Developer"), being the owner of all lots in the subdivision to North Liberty, Johnson County, Iowa, known as SCANLON FARMS – NORTH RIDGE, North Liberty, Iowa, the plat for said subdivision being recorded in office of the County Recorder of Johnson County, Iowa, at Plat Book 61, Page 169, ("Subdivision") does declare, covenant and agree with and for the mutual benefit of those persons to whom Developer has contracted to sell or may hereafter sell any lot, lots or land referred to in Article I hereof (who, by acceptance of title thereto, shall be deemed thereby to have consented hereto), and for the benefit of itself and the respective successors, assigns, heirs, or legal representatives that each and all of the lots in the Subdivision shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein is located in Johnson County, Iowa, and is more adequately described as follows to wit:

> **Lots 1 through 70, inclusive, Scanlon Farms – North Ridge, North Liberty, Iowa, according to the Final Plat thereof recorded in Book 61, Page 169, Plat Records of Johnson County, Iowa.**

ARTICLE II
GENERAL PURPOSES OF THIS DECLARATION

The real property described in Article I hereof is subject to the Covenants hereby declared to insure the tasteful and consistent development of Scanlon Farms – North Ridge and every part thereof; to protect each property owner therein from such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of a design or materials that may not be in harmony with the architectural style the Developer's design team wants to maintain; to insure adequate and reasonable development of said property; to encourage the erection of original designs and attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to insure a desired high standard of maintenance; and in general, to provide adequately for a residential subdivision of a high quality and character.

ARTICLE III
USE AND BUILDING RESTRICTIONS

1. All lots shall be used only for single-family residential purposes and no structure shall be erected on any lot other than a single-family dwelling not exceeding two (2) stories, or two (2) stories and an exposed basement to the side or rear, and an attached garage with a three (3) car capacity; provided, additional garage capacity may be permitted with the prior approval of Developer, in its sole discretion. All garages must be located on the high side elevation of the lot unless the Developer approves in writing an alternate location. All dwellings shall be constructed in accordance with the applicable governmental building code. Developer may, at its discretion, approve gazebos, pool houses and other detached structures in accordance with the building plan approval process set forth in subparagraph 2(g) herein.

2. The provisions of this Section 2 shall be applicable to construction on lots within the Subdivision. It is the intention of the Covenants to assure that all dwellings shall be of desired quality, design, workmanship and materials approved by Developer. The Developer will consult with an Architectural Review Committee prior to rendering such decisions. The Developer will require continuity in design so all the homes blend well with the neighborhood but also have individuality.

a. No lot shall be subdivided. This provision shall not prevent a conveyance of a portion of one lot to the abutting owner of another so long as said conveyance does not result in an additional building lot being created thereby.

b. With respect to Lots 1-28, inclusive, no dwelling shall be erected on any lot having a ground floor living area of less than one thousand four hundred-fifty (1,450) square feet in the case of a one (1) story structure nor less than two thousand (2,000) square feet above ground 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 nine hundred-fifty (950) square feet on the ground floor. With respect to Lots 29-52, inclusive, in the Subdivision, no dwelling shall be erected having a ground floor living area of less than one thousand six hundred (1,600) square feet in the case of a one (1) story structure, nor less than two thousand two

hundred (2,200) square feet above ground 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 one hundred (1,100) square feet on the ground floor. With respect to Lots 53-70, inclusive, in the Subdivision, no dwelling shall be erected having a ground floor living area of less than one thousand eight hundred (1,800) square feet in the case of a one (1) story structure, nor less than two thousand four hundred (2,400) square feet above ground 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 two hundred (1,200) square feet on the ground floor. With respect to all lots in the Subdivision, garages, breezeways, screened porches, open porches, decks, or attic square footage shall not be considered as ground floor area.

c. No trailer, mobile home, tent, boat, unattached garage or barn shall be placed upon any lot except as specifically provided in these Covenants.

d. No building shall be constructed on any lot in the Subdivision nearer than twenty-five feet (25') from the front lot line, nor nearer than ten feet (10') to any side lot line. With prior written approval from the Developer, which may be granted or withheld in its sole discretion, an owner may apply to the City of North Liberty, Iowa, for variances to said building setbacks where unusual terrain features or unusual circumstances exist.

e. With respect to all lots in the Subdivision, no less than twenty-five percent (25%) of the exterior front surfaces of the dwellings shall be constructed of stucco, brick, or stone, with the remaining front exterior material to be approved by the Developer in its sole discretion. No vertical siding of any kind is permitted, T-1-11, inverted bat or board and batten siding is not permitted. Other materials may be approved in writing by the Developer.

f. All dwelling roofs shall be surfaced according to plans and specifications approved in advance by Developer, in its sole discretion. It is expected that all dwelling roofs shall be surfaced with thirty-year (30) architectural shingles, weathered wood color, or with such other material or color as approved by the Developer. All dwelling roofs must have a minimum pitch of 6/12 (i.e., 6" of rise for each 12" of run) and the building plans submitted for approval will show the roof pitch. Other materials may be approved in writing by the Developer, in its sole discretion, prior to commencement of construction.

g. Prior to the construction of any structure or the installation of any landscaping, two (2) sets of plans and specifications for such proposed structure or landscaping shall be submitted to the Developer for review by its Architectural Review Committee for approval. This shall also include a proposed grading plan. With respect to such plans and specifications for any proposed structure or landscaping, the submitted material shall show the location and type of fences, parking areas, plantings, landscaping (including, without limitation detailed information with respect to the type and variety of trees, plants, grass, and shrubs to be installed), and other relevant matters including the location on the lot of all proposed improvements (plot plan), the materials to be used and the exterior color scheme proposed. The submitted material shall also set forth a time schedule for construction of improvements, and in no event will plans and specifications be approved when the proposed construction will take longer than twelve (12) months. The Developer, through its Architectural Review Committee, or its designee shall approve or disapprove the submitted material within a period of thirty (30)

days after receipt of all of the above documentation and in the event of disapproval, shall specify the exact reasons there for to enable the applicant to correct the material in order to obtain approval. The purpose of the foregoing plan approval and architectural review process is to secure an attractive and harmonious residential development having continual appeal. Developer, hereby retains in its absolute discretion the right to refuse any construction, grading and/or landscaping plans which are not suitable or compatible with the intent of the foregoing.

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

i. No fences will be installed unless the same are polycovered black chain link fence construction four (4) feet in height. No fence will extend along any boundaries of the front yard. No fence shall extend closer to the front of the dwelling home than the furthest rear corner of said dwelling. Swimming pools must be below ground level and located in the rear yard and may be bordered by a five to six feet high poly-covered black chain link fence or other material approved by Developer. The Developer may waive all or any portion of this provision where the fences to be installed would be located in the wooded portions of a lot or for other good reason. Such waiver shall be in writing. The construction, maintenance and repair of the fence separating the Subdivision from the neighboring public high school shall be the responsibility of the Iowa City Community School District pursuant to a separate agreement between the predecessor in title and the Iowa City Community School District.

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

k. Each lot owner will plant, at a minimum, one or more deciduous trees (with at least one deciduous tree being planted in the front yard) with a minimum trunk diameter of three (3) inches of the following types: Betula nigra (River Birch); all Lindens; all maples except silver maple; all oak; and thornless honey locust or other species approved by the Developer. Each lot owner will additionally plant, at a minimum, one or more coniferous trees with a minimum trunk diameter of two (2) inches of the following types: all spruce, all pine, except Austrian; all fir; and Ginkgo. Said trees shall be planted by the owner within one hundred eighty (180) days from the date an occupancy permit is issued for the property. It is the intent of the Developer to encourage and support shading in this subdivision.

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

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

n. Except for wooded areas of the lot behind or to the rear of the dwelling, the back yard shall be fine graded and seeded or sodded. The front and side yards and the parking area between the front yard and the paved street shall be sodded except where the sidewalks may be located.

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

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

q. Dog runs are prohibited on any lot in the Subdivision.

r. Other than applicable requirements of the North Liberty Code of Ordinances and the Developer's Agreement entered into with the City of North Liberty, Iowa, in connection with the approval of the Subdivision, the Developer may, in writing, waive or consent to variances in any of the preceding building regulations and requirements described herein, provided that the Developer in its sole and absolute discretion determines such variance is consistent with the general purposes of this Declaration or otherwise deems that there are practical difficulties or particular hardships evidenced by the owner desiring such variance. In the event of such variance, said waiver or consent shall not be construed as being applicable to any other lot owner.

3. The following restrictions shall be applicable to the use of subdivision lots:

a. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa, or the common law of Iowa, shall be permitted, and the restrictions pertaining to acts within a county in said Code chapter shall be applicable to this subdivision.

b. Vegetable gardens may be maintained only in the rear yard of a dwelling.

c. No animals, livestock or poultry shall be raised or kept within the subdivision except for usual household pets, provided the same are not kept or maintained for commercial purposes. For the avoidance of doubt, chickens are prohibited. Pets shall be managed in such a way that they do not interfere with the quiet enjoyment of property by other lot owners. Pets which continue to make loud noises, damage shrubs or other flora, attack other pets or people shall be considered a nuisance. All dogs located off the owner's premises shall be leashed.

d. Motor vehicles used by residents shall be parked in areas designated in the building plans as parking areas. There shall be provided on each lot sufficient off-street parking area including drive way for the parking of at least two (2) automobiles, which area shall be surfaced. No motor vehicle shall be parked on the street of the subdivision overnight or at any time in any manner which would interfere with the flow of traffic. All campers, trailers, boats, recreational vehicles, or snowmobiles shall be stored within, a garage or at such other enclosed place where such items are not visible from the street.

e. No lot shall contain an above-ground swimming pool or a tree house.

f. No satellite dish (except for a satellite dish no larger than two (2) feet in diameter attached to the roof of the house or garage), radio tower or antenna shall be located on any lot. Satellite dishes will be prohibited in any front or side yard and shall not be visible from the street.

g. All construction shall be completed within one (1) year from the date of commencement. The owner of any building damaged by fire or act of God shall within ninety (90) days thereof, commence restoration or reconstruction of said dwelling, and work shall be completed within one (1) year from the date of destruction.

h. Certain lots in the subdivision are subject to a Conservation Easement as shown on the Final Plat. These areas are conservation no-build areas to be utilized for open prairie or woodland preservation and shall be subject to a Conservation Easement Agreement entered into at the time of final plat approval. Said Conservation Easement shall prohibit, among other things: (a) construction or erection of any building, shed, or structure; (b) dumping of ashes, trash, rubbish, garbage, or any other materials; (c) use of pesticides or herbicides; and (d) installation of utility structures or lines, except with the prior approval of City. The following rights will be expressly reserved in the Conservation Easement: (a) hiking; (b) bird-watching and wildlife observation; and (c) removal of invasive trees, dead or dying trees, and shrubs for species control.

i. There shall be no grading, excavation or development activity within areas demarcated as Non-Development Buffer Area as shown on the Final Plat of the Subdivision. To maintain the stability of said steep slopes within the Non-Development Buffer Area, existing vegetation thereon shall be maintained to the maximum extent possible. Where such existing vegetation is disturbed, plant species which are appropriate for erodible soils shall be planted. These species are set forth on Exhibit "A" attached hereto and incorporated by reference.

ARTICLE IV
SCANLON FARMS NORTH RIDGE OWNERS ASSOCIATION

1. Each lot owner shall automatically become a member of Scanlon Farms North Ridge Owners Association to be created for the Subdivision (the "Association") and shall be subject to assessment to carry out the purposes of the Association. Each lot, regardless of the number of owners of said lot, shall be entitled to one (1) vote in matters over which the corporation has control. The Association shall be organized and shall operate for the purpose of owning, maintaining, controlling and managing the common areas and storm water management facilities serving Scanlon Farms – North Ridge Subdivision, including, but not limited to Outlot "A" and the wet bottom detention basin located thereon, bio-retention cells and stormwater conveyance swails. The Association shall at all times comply with the Stormwater Management Facility Maintenance Agreement and Easement entered with the City of North Liberty (the "Stormwater Agreement"), which is recorded in Book 5696, Page 225 of the Records of Johnson County, Iowa. The Developer, in its discretion, may convey title to any common areas of Scanlon Farms – North Ridge to the Association. The Developer reserves the right to expand the Association by conveying additional common areas to the Association. The Association may also relinquish control of certain stormwater management facilities to the City of North Liberty as set forth in the Stormwater Agreement.

2. The Association shall also have the right to enforce any of the protective covenants and restrictions set forth herein as well as to represent the interests of lot owners to issues affecting development of surrounding areas and maintaining the quality of environment and quality of life within the subdivision. At such time as Developer is no longer the owner of any lot within the Subdivision, the Association shall have the right to perform the duties of the Architectural Review Committee hereinabove described with respect to proposed construction projects within the Subdivision.

3. The assessments, together with interest, costs and reasonable attorney's fees required for collection of past due assessments shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by such successor, but the lien therefore shall remain until foreclosed or released.

ARTICLE V
GENERAL PROVISIONS

1. A perpetual easement for utility purposes is reserved on a portion of each lot as designated on the final Subdivision plat. No improvements shall be placed within the easement rights-of-way which in any manner interfere with the installation and maintenance of the utilities within the easement rights-of-way. A perpetual easement is hereby granted in favor of (utility providers) and the City of North Liberty, upon, over and under, along and across the areas marked on the plat of the subdivision as "utility easement", "U.E.". Each of said utilities shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors, crossarms, electric lines, insulators and other equipment or appurtenances for the purpose of serving the subdivision and other property with electricity, gas, communication, and cable service; the right to trim, cut down and remove such trees, brush, saplings and bushes that may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid. No permanent dwellings or trees shall be placed on the areas so designated for utility easement, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

2. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains in Scanlon Farms Development, LLC.

3. The approval, waiver or consent required or permitted of the Developer under the terms of these Protective Covenants and Restrictions shall be exercised by Developer, its Architectural Review Committee, or such other person or entity as it may designate in writing.

4. These covenants are to run with the land and shall be binding on all the parties (except as provided in Paragraph 2) and all persons claiming under them for twenty (20) years. These covenants may be extended for additional terms of twenty (20) years any time during the

current term by any lot owner filing a Verified Claim with the Johnson County Recorder, at any time prior to the expiration of the then current term in accordance with the requirements of Section 614.24, Code of Iowa, or its successor. Pursuant to Section 614.25, Code of Iowa, the filing of such Verified Claim shall cause these covenants to be extended for an additional twenty (20) term from the date of such filing.

5. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein during their existence as provided for in Paragraph 4, it shall be lawful for any other person or persons owning any other lot in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent said person or persons from so doing or to recover damages (including reasonable attorneys fees and court costs) or other dues for such violation.

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

7. The Owner of any lot subject to these protective covenants assumes, by acceptance of a Deed for the lot, Developer's obligations with respect to such lot for: (i) soil erosion control on such lot from and after the delivery of the Deed; and (ii) installation of sidewalks or trails as required by the City of North Liberty, Iowa, if not already installed by the Developer. Such Owner shall cooperate with Developer in obtaining a transfer of any soil erosion control NPDES, CSR or other governmental permit with respect to soil erosion, wetland and other environmental laws, to such Owner or the cancellation or other termination of the permit currently in the name of Developer or its affiliate, and the reissuance of a permit in the name of such Owner. At any time required by Developer, any party accepting a Deed for any lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources, the City of North Liberty, Iowa, or other governmental body to release Developer from responsibility for executing a soil erosion plan (including monitoring and record keeping) as it applies to the lot for the period of time after the delivery of a Deed for such lot, and to release Developer from any other obligation for environmental matters for the period of time after delivery of a Deed. Any party that accepts a Deed for any lot or part thereof who fails to cooperate with Developer, fails to execute documentation to relieve Developer from responsibility for soil erosion or fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold Developer harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party.

8. These Restrictive Covenants may be amended from time to time with the written consent of the owners of at least two-thirds (66.67%) of the lots within Scanlon Farms – North Ridge Subdivision located in North Liberty, Iowa, at the time of the amendment. Said amendment shall be executed in writing and signed by the owners of at least two—thirds (66.67%) of the lots within said subdivision and the same shall be filed of record in the office of

the Johnson County Recorder. For so long as Developer owns a lot in the Subdivision, no amendment shall be valid or enforceable unless approved by Developer in writing.

DATED this 29th day of August, 2017.

SCANLON FARMS DEVELOPMENT, LLC

By: _____
Gary D. Watts, Manager

By: _____
James P. Scanlon, Jr., Manager

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 29th day of August, 2017, by Gary D. Watts, Manager of Scanlon Farms Development, LLC.

NOTARIAL SEAL IOWA
ROSEMARY IRLBECK
Commission Number 779206
My Commission Expires
7-3-19

_____
Notary Public in and for
the State of Iowa

STATE OF MA)
) ss:
COUNTY OF Norfolk)

This instrument was acknowledged before me on this 10th day of August, 2017, by James P. Scanlon, Jr., Manager of Scanlon Farms Development, LLC.

_____
Notary Public in and for
the State of ~~Iowa~~ Massachusetts

MAGDI PENA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 12, 2022

Exhibit "A"

Low Grow Grass & Wildflower Mix

Contains: 75% Low Grow Grass Mixture – 25% Native Wildflower Mixture

Grasses

Whisper Blue Fescue	4.56#
Eco Star Hard Fescue	4.56#
Marco Polo Sheep Fine Fescue	4.56#
Little Bluestem	4.56#
Sideoats Grama	2.88#
Blue Grama	2.88#
Native Wildflowers	8#

Wildflowers

Annual Low Growing Mix

Blackeyed Susan	Lead Plant	Purple Prairie Clover
Blanketflower	Maltese Cross	Shasta/Oxeye Daisy
Blue Flax	Mexican Red Hat	Spiked Gayfeather
Chicory	Missouri Primrose	White Yarrow
False Sunflower	Perennial Lupine	Upright Prairie Coneflower
Illinois Bundleflower	Grayhead Prairie Coneflower	Evening Primrose
Lanceleaf Coreopsis	Purple Coneflower	Partridge Pea
Indian Blanket	Lemon Mint	
Pitchers Sage	Plains Coreopsis	

Seeding Information

Seeding Rate: 16-32 Lbs per Acre
Seeding Dates: April – June Dormant Seed: December – March
Germination Times: Will vary greatly, 7 – 28 Days as a mix.

Description

Low Grow Grass/Native Wildflower Mixture is the perfect combination of grasses and wildflowers that provide the beauty of the wildflowers accented by the aesthetics of the low growing prairie type grasses. Weed encroachment is the primary problem with wildflowers. The grasses are added to maintain an adequate environment for the wildflowers to grow and flourish and not be crowded out by unwanted weeds and grasses.

Uses

- Conservation Areas
- Commercial Complexes
- Parks
- Acreages

Percent of Mix Based on Bulk Pounds

Blue Fine Fescue	***14.25%***
Hard Fine Fescue	***14.25%***
Sheep Fine Fescue	***14.25%***
Little Bluestem	***14.25%***
Sideoats Grama	***9.00%***
Blue Grama	***9.00%***
Native Wildlfowers	***25.00%***

Shady Turf (no-mow fescue)

Contents: 40% Creeping Red Fescue
20% Chewings Fine Fescue
20% Hard Fine Fescue
20% Sheeps Fine Fescue

Characteristics

- Tolerates heat, cold, and dense shade
- Excellent disease resistance
- Endophyte enhancement provides natural insect resistance
- Superior low maintenance qualities
- Rich green color
- Performs well in poor soils
- Deep rooted bunch type grasses

Seeding Rates

New Seeding: 4 lbs. per 1,000 sq. ft.
Low Maintenance Areas: 2 lbs. per 1,000 sq. ft.
Seeding Dates: March-May, August-October Dormant Seeding: December-March
Germination Times: 7-14 days

Uses

Storm Water Shady Turf is a versatile blend of fine fescues. It performs admirably in medium to dense shaded areas, however, will do very well in low maintenance environmentally sensitive areas. Areas include home lawns, parks, reclamation, roadsides, cemeteries, golf course roughs and commercial sites. Little to no maintenance is generally the key to enhancing fine fescue performance.