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Johnson County Iowa
Kim Painter County Recorder
BK 5507 PG 229-241

Prepared by and Return to: John E. Beasley, Phelan Tucker Law Firm, P.O. Box 2150, Iowa City, Iowa 52244-2150, (319) 354-1104
Address Tax Statement to: Windmill Heights L.L.C., Attn: Joe Clark, 310 E. Burlington St., #10, Iowa City, Iowa 52240

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR THE WINDMILL HEIGHTS**

THIS DECLARATION, is made on the 23rd day of May, 2016 by Windmill Heights L.L.C., an Iowa limited liability company, hereinafter referred to as the "Developer",

WHEREAS, Developer is the owner of certain real property in Iowa City, Iowa, which is more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Developer hereby declares that all of the real property described in Exhibit "A" shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of said real estate, and which i) shall run with the real property described on Exhibit "A", ii) be binding on all parties having any right, title or interest in the described real property or any part thereof, and on their heirs, successors, and assigns, and iii) inure to the benefit of each owner thereof.

1. NAME

1.1 The Real Estate described in Exhibit "A" has been subdivided and is designated and shall be known as Windmill Heights.

2. DEFINITIONS

2.1 "Association" shall mean and refer to Windmill Heights Homeowners Association, a non-profit corporation to be formed or its successors and assigns.

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 (defined in Section 2.5) which is a part of the Subdivision (defined in Section 2.3) including contract vendees, but excluding those having such

interest merely as security for the performance of any obligation such as mortgages. An "Owner" shall be a member of the Association.

2.3 "Subdivision" shall mean and refer to Windmill Heights as shown on the Plat.

2.4 "Plat" shall mean and refer to the final Subdivision plat or plats of the real estate described in Exhibit "A" and recorded in the Office of the Recorder of Johnson County, Iowa, as the same may be hereafter amended or supplemented.

2.5 "Lot" shall mean and refer to any numbered lot shown and designated upon the Plat.

2.6 "Dwelling" shall mean and refer to any residence and/or garage which is constructed on a Lot within the Subdivision.

2.7 "Developer" shall mean and refer to Windmill Heights L.L.C. or a successor or assignee of Windmill Heights L.L.C. receiving a specific written assignment of the Developer's rights under Sections 4 and 5 of these Covenants.

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

2.9 "Vote of Membership". Whenever a vote of membership of the Association is called for herein, such vote shall be as set forth in Article 9 herein.

3. LOTS AND LAND USE

3.1 Number of Lots. The Subdivision consists of twenty-one (21) residential Lots.

3.2 Conveyance of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions, restrictions and easements contained herein and on record with the Johnson County, Iowa Recorder.

3.3 Land Use. The following restrictions shall be applicable to the use of all Lots within the Subdivision:

3.3.1 All Lots shall be used exclusively for single family residential purposes.

3.3.2 Each Lot Owner shall at all times keep said Owner's Lot and the improvements thereon in a safe, clean, neat and sanitary condition.

3.3.3 No trailer, mobile home, tent, boat or barn shall be placed upon any Lot.

3.3.4 All applicable regulations of the Iowa City Zoning Ordinance shall be observed except to the extent that these covenants provide for more onerous requirement.

3.3.5 No act constituting a nuisance as defined under the provisions of the Code of Iowa, or the common law of Iowa shall be permitted.

3.3.6 Vegetable gardens may be maintained only in the back yard of a dwelling.

3.3.7 Motor vehicles used by residents shall be parked in areas designated in dwelling 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 hard surfaced. No motor vehicle shall be parked on the street of the Subdivision for more than 24 hours or at any time in any manner which interferes 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.

3.3.8 No Lot shall contain an above-ground swimming pool or tree house.

3.3.9 No satellite dish, ham radio tower or antenna shall be located on any Lot. However, a direct TV dish, 18" in diameter or smaller, on the back of the roof or at the back of the house is permissible if not visible from the street.

3.3.10 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.

3.3.11 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 shall be considered a nuisance and shall be removed from the subdivision immediately.

3.3.12 No trailer, 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.

3.3.13 No industry, business, trade or profession shall be conducted, maintained or permitted on any Lot which would cause an annoyance or nuisance to the neighbors or neighborhood or which would entail more than occasional clients or customers.

3.3.14 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, that construction materials are kept in a neat and orderly manner and that Lots are maintained and graded in such a manner so as to minimize damage which might result from erosion.

4. CONSTRUCTION OF DWELLINGS AND OTHER STRUCTURES

The following restrictions shall be applicable to construction of dwellings and other structures on all Lots within the subdivision.

4.1.1 No dwelling 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 a garage for not to exceed three (3) cars. Notwithstanding anything to the contrary herein, Developer shall have the discretion to permit a garage not to exceed four (4) cars.

4.1.2 No dwelling shall be erected on any Lot having a ground floor living area of less than one thousand three hundred (1300) square feet in the case of a one (1) story structure, nor less than nine hundred (900) 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 living area of one thousand six hundred (1600) square feet. Basements, garages, breezeways, screened porches, open porches or decks shall not be considered as square foot area. Notwithstanding anything to the contrary herein, Developer shall have the right to decrease the requirements set forth in this Paragraph 4.1.2 with regard to Lots 2 and 3.

4.1.3 Dwellings shall be constructed in accordance with City of Iowa City, Iowa ordinance set back requirements.

4.1.4 Exterior surfaces of the dwellings shall be constructed only of brick, stone or horizontal lap siding of wood, concrete or steel. No vinyl or vertical siding of any kind is permitted. T-1-11 inverted bat or board and batten siding is not permitted.

4.1.5 All dwelling roofs shall be surfaced with materials approved by Developer prior to installation. All dwelling roofs must have a minimum pitch of 6/12 (i.e., 6" of rise for each 12" of run). Other roofing materials may be approved in writing by the Developer.

4.1.6 All driveways, vehicle parking areas and walkways must be constructed of concrete or brick and meet the requirements of the City of Iowa City.

4.1.7 No fences shall be installed unless the same are poly-covered, green or black, chain link fence construction four (4) feet in height. However, fences for purposes of a dog run may be six (6) 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 rear most corner of said dwelling. Corner lots shall have two (2) front yards. Swimming pools must be below ground level and located in the rear yard and may be bordered by a five to six foot high poly-covered chain link fence. All fences may be required to be installed with plantings to screen the fence from the view of surrounding property owners as determined by Developer while the Developer owns Lots and at such time as Developer does not own any Lots, by the Homeowner's Association. The plants, must be planted six feet on center and three feet from the fence on its exterior side, and may be selected from the following: *Thuja occidentalis* "Techny" (Techney

Arborvitea); Syringa meyeri palibin "Korean" (Dwarf Korean Lilac); Viburnum trilobem (American Cranberry Viburnum); Lonicera Tatarica "Arnold Red" (Arnold Red Honeysuckle); Weigela x vanicki "Red Prince" (Red Prince Weigela); and Cornus sericea "Baileyi" (Red Twig Dogwood) or other plants approved by Developer.

4.1.8 Each Lot owner will plant in the front yard at least two trees, each with a minimum trunk diameter of 2 inches and of one or more of the following types: Betula nigra (River Birch); all Lindens; all maples except silver maple; all oak;; all spruce; all pine except Austrian; all fir; Ginko; and thornless honeylocust or other trees approved in writing by Developer.

4.1.9 Each dwelling shall have a minimum of a two (2) car and a maximum of a three (3) car capacity attached garage. Lots may have detached garages upon written approval of Developer. Notwithstanding anything to the contrary herein, Developer shall have the discretion to permit a garage not to exceed four (4) cars.

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

4.1.11 Split foyers, A-frames or dome houses are not permitted.

4.1.12 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 sidewalks may be located.

4.1.13 The elevation of the top of the foundation of all dwellings on a Lot shall be approved by the Developer as set forth in Section 5 hereof and dwelling elevations shall take into account elevations of adjacent dwellings

4.1.14 Foundation/basement walls may not be exposed on the front elevation of any dwelling. 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.

4.1.15 Dog runs must be located within the back yard and can extend no further forward than the back side of building improvements. Materials used for fencing must be in compliance with paragraph 4.1.7 hereof.

4.1.16 Each Lot Owner shall be responsible for the installation of sidewalk on said Owner's Lot in accordance with the Subdivider's Agreement between Developer and the City of Iowa City, Iowa. In addition, in the event the Owner of a Lot does not construct a dwelling on said Lot within three (3) years of Developer conveying the Lot to the Owner, the Lot Owner shall install sidewalk(s) on said Owner's Lot in accordance with the Subdivider's

Agreement between Developer and the City of Iowa City, Iowa and within three (3) years of the Developer having conveyed the Lot to the Owner.

5. ARCHITECTURAL CONTROL AND PLAN APPROVAL

5.1 Plan Approval. No dwelling, fence, wall or other structure shall be constructed within the Subdivision until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Developer as hereinafter provided. Plans and specifications for Lots 4, 5, 6, 13, 14, 15, 16, 17, 18 and 19 shall include excavation and grading plans. No plan shall be approved by Developer unless it complies with the restrictions set forth in Section 4 hereof. Developer has the right to request that the plans and specifications include sub-surface storm water drainage systems.

5.2 Contents of Approval Application. Complete plans and specifications for the proposed construction shall be submitted to the Developer or his nominee or assignee for approval. In addition to plans and specifications for proposed dwellings, the application for approval shall show the location and type of any dwellings, garages, walls, 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.

5.3 Approval or Disapproval. The Developer or its nominee or assignee shall approve or disapprove the application in writing within a period of thirty (30) days, and in the event of disapproval, shall specify the reasons therefore. Compliance with the requirements set forth in Sections 4.1.1 - 4.1.16 hereof does not require that the Developer approve the plans and specifications for proposed construction. If the Developer fails to approve or disapprove the application within the thirty (30) day period, said application shall be deemed to be approved. Developer's review of applications is only for the purpose of assuring the character and value of the Lot and shall not be relied upon by anyone as a representation as to structural soundness, fitness for a particular purpose or compliance with zoning, building, health or safety codes or ordinances, approval by the City of Iowa City or any other restrictions on the construction or property. Whenever these restrictive covenants require or allow the approval of Developer, such approval shall be at the discretion of Developer in the reasonable exercise of its best judgment and the Developer shall not be liable to any person for the granting or refusal to grant its approval hereunder.

5.4 Duration of Approval. In the event any proposed construction is not commenced within one (1) year from the date said plan 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 unless an extension is granted by the Developer prior to one year from the date the building plan was approved. Once commenced, construction shall proceed in a reasonably diligent manner to completion.

5.5 Waiver. Other than applicable requirements for the Iowa City Zoning Ordinance the Subdivider's Agreement entered into with the City of Iowa City in connection with the

approval of the Subdivision, the Developer may, in writing, waive or consent to variances any restrictions and requirements imposed in this Article or Articles 4.1.4, 4.1.5, 4.1.7 and 4.1.14 to prevent hardship to or unintended results for any Lot owner. In the event of such variance, said waiver or consent shall not be construed as being applicable to any other Lot owner.

6. MAINTENANCE

6.1 Maintenance by Owners.

6.1.1. General. Each Lot Owner shall at all times keep said Owner's Lot and the improvements thereon in a safe, clean, neat and sanitary condition. The Owner of each Lot shall be responsible for maintaining such Lots in mowed condition, free of debris or other waste, and all waste shall be placed in sanitary containers having tight fitting lids. There shall be no open burning within the Subdivision. In addition, the Owner's of Lots 2 and 3 and Outlot A shall be responsible for mowing the area between their sidewalk located north of their respective Lot and Rochester Avenue.

6.1.2. Maintenance of Sidewalks. A Lot Owner shall be responsible for the cost of maintenance, repair, replacement and restoration of the sidewalk located along their Lot.

6.1.3 Snow Removal. A Lot Owner shall be responsible for snow removal from the sidewalk located along their Lot. In addition, the Owners of Lot 2 and 3 and Outlot A, shall be responsible for removing the snow from the sidewalk located on the north side of their respective Lot and along Rochester Avenue.

6.1.4. Restoration of Damage. The Owner of any dwelling damaged by fire or other Act of God shall within ninety (90) days after such event, unless an extension of time is granted by the Association, commence restoration of said dwelling and said restoration shall be completed within six (6) months of its commencement. In the event of a total destruction of any dwelling, the owner shall within thirty (30) days after such event, unless an extension of time is granted by the Association, commence removal of the debris and restore the site to a satisfactory condition. Said removal shall be completed within thirty (30) days after its commencement date. If any Owner fails to commence removal of any debris within the time specified above, or any extension of such time granted by the Association, the Association shall have the right to enter upon said land and remove the debris, and any expenses incurred may be assessed to the Lot Owner and shall become a lien upon such Lot enforceable in the same manner as liens for Association maintenance.

6.1.5 Outlot A and B. The owner(s) of Outlot A and Outlot B shall at all times keep said Outlot in a safe, clean, neat and sanitary condition. The Owner of each Outlot shall be responsible for maintaining such Outlot in mowed condition, free of debris or other waste. The owner of Outlot A and Outlot B shall not be required to remove current structures currently on said Outlot but shall maintain said structures.

6.2. Maintenance by Association.

6.2.1. Maintenance of Stormwater Management Facility.

Windmill Heights L.L.C. shall be responsible for the maintenance of the Subdivision's stormwater management facilities, including that portion of the facility located on Washington Park Addition, Part 10, Iowa City, Iowa as set forth in a Storm Water Detention Facility Easement Agreement recorded in Book _____, Page _____, of the Records of Johnson County, Iowa, until the City of Iowa City has accepted such facilities as having been completed according to the plans and specifications previously approved by the City. Once said facilities have been accepted by the City, the Association shall then be responsible for the cost of maintenance, repair, replacement and restoration of the stormwater management facilities, including that portion of the facility located on Washington Park Addition, Part 10, Iowa City, Iowa. Such maintenance does not include mowing said facilities. The mowing of the facilities and the area within the stormwater management easement as shown on the Subdivision Plat shall be the responsibility of the Lot Owner(s) on which said facility and stormwater management easement is located.

6.2.2. Maintenance Necessitated by Act of Owner. In the event that the need for maintenance or repair of the stormwater management facility as shown on the Subdivision Plat is caused through the willful or negligent act of a Lot Owner, their family, guests, or invitees, as determined by the Board of Directors of the Association, and not covered or paid for by insurance, the costs incurred by the Association for such maintenance or repairs shall be added to and become a part of the assessment on the Lot of such Owner.

6.2.3 Other Maintenance. The Association shall be responsible for maintenance and any repair and replacement of the retaining wall and any brick and stone on the surface of said retaining wall located along the north side of Outlot A and Lots 2 and 3. In addition, the Association shall be responsible for maintaining the green space within the Windmill Place cul-de-sac and Outlot C, including mail clusters located on Outlot C.

7. EASEMENTS

7.1 Utility Easements. There are areas shown on the Subdivision Plat marked as "15.0' Utility Easement", "15.0' Storm Sewer Easement", "15.0' Drainage Easement", "15.0'Sanitary Sewer Easement" , "20.0' Sanitary Sewer Easement" and "Stormwater Management Easement" which are hereby reserved for the City of Iowa City and/or public utilities, for the installation and maintenance of mains, sewers, drains, ducts, lines, wires and the like. Lot Owners shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities within the easements hereby created.

8. ACCESS EASEMENT FOR HOMEOWNERS' ASSOCIATION

8.1 General. The Association shall have an easement for access to all Lots for ingress and egress and across all Lots as reasonably required by its officers, directors, employees, and their agents and independent contractors, in order to perform its obligations and duties as set forth in this Declaration, including, but not limited to, maintenance of the stormwater management facilities pursuant to Section 6.2 of this Declaration. These easements are also reserved for the benefit of Developer so long as Developer owns any Lot.

9. ASSOCIATION AND MEMBERSHIP

9.1 Association Membership. Every Lot Owner within the Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

9.3 Voting Rights. Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be members. However, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

10. COVENANT FOR MAINTENANCE ASSESSMENTS

10.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association yearly assessments and special assessments. Such yearly assessments and special assessments will be established and collected as hereinafter provided. As set forth in Section 10.7 hereof, yearly assessments and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such assessment is made. Yearly assessments and special assessments, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Lot Owner 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 on a Lot shall remain until foreclosed or released.

10.2 Purpose of Assessments. Yearly Assessments and Special Assessments levied by the Association shall be used to promote the health, safety, and welfare of the residents in the Subdivision and to enable the Association to pay costs incurred in meeting its maintenance obligations as set forth in Section 6.2 hereof.

10.3 Yearly Assessments.

10.3.1 The initial yearly assessment, through the period ending December 31, 2017, shall be One Hundred Dollars (\$100.00) per Lot for each Lot in the Subdivision after initial conveyance by the Developer and shall commence as provided in Section 10.6 hereof.

10.3.2 On or before the date of the annual meeting of the Association for December 2017, and the request of a Lot Owner, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the common expenses, yearly assessments and special assessments for the ensuing year and furnish a copy of such proposed budget to each member 5 days prior to the annual meeting. The annual budget shall be submitted to the members at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the yearly assessments for the ensuing calendar year. At the annual meeting of the members, the budget may be approved in whole or in part or may be amended in whole or in part by a vote of membership; provided, however, that in no event shall the annual meeting of the members be adjourned until an annual budget is approved at such meeting.

10.4 Special Assessments. From time to time common expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the members, unless otherwise provided in this Declaration, the Board of Directors shall have the full right, power and authority to make special assessments for capital improvements and operating deficits which, upon resolution of the Board, shall become a lien on each Lot in a uniform manner (herein called "Special Assessment"). The Board's authority to make said special assessment is limited to a special assessment totaling \$1,000.00 for the Subdivision. A special assessment totaling more the \$1,000.00 for the Subdivision shall only be approved upon a special meeting of members of the Association.

10.5 Uniform Rate of Assessment. Both yearly assessments and special assessments for capital improvements and operating deficits must be fixed at a uniform rate for all Lots except those assessments pursuant to Sections 6.1.4 and 6.2.2 hereof.

10.6 Date of Commencement of Yearly Assessments and Due Dates. The yearly assessment provided for herein shall commence and be due with respect to each Lot on the 1st day of the month following the first conveyance of said Lot by Developer. The due date for subsequent yearly assessments shall be the tenth day of January of a calendar year. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all special assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the yearly and special assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

10.7 Effect of Nonpayment of Assessments: Remedies of the Association. If a yearly assessment or special assessment is not paid on the date when due, then the entire unpaid assessment shall become delinquent and shall become, together with such interest thereon and cost of collection, including reasonable attorney fees as hereinafter provided, a lien on such Lot and shall also be a personal obligation of the Owner. The personal obligation of the then Owner to pay such yearly assessments or special assessments shall remain their personal obligation and

shall not pass to their successors in title unless expressly assumed by them. Where the Owner constitutes more than one person or entity the personal obligation shall be joint and several.

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

No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of their Lot.

10.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

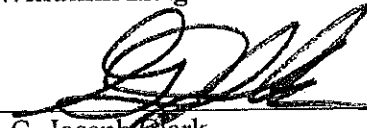
10.9 Outlot A and B. Notwithstanding anything to the contrary herein, the owner of Outlot A or Outlot B shall not be a member of the Association and shall be obligated to pay maintenance assessments under this Section 10.

11. AMENDMENT

11.1 Amendment. This Declaration may be amended or changed at any time within three (3) years following the date of recordation by an instrument recorded in the Office of the Recorder of Johnson County, Iowa, signed by at least a seventy-five percent (75%) of the then Owners and thereafter by a similar recorded instrument signed by at least eighty percent (80%) of such Owners; provided, however, none of the rights of the Developer reserved hereunder may be revoked, amended or changed without Developer's prior written approval, and none of the rights of the Developer hereunder may be revoked, amended or changed without the Developer's written consent. This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty-one (21) years from the date of recordation in the Office of the Recorder of Johnson County, Iowa. These covenants may be thereafter extended for successive twenty-one (21) year periods as provided in Sections 614.24 and 614.25 of the 2015 Code of Iowa as amended. Invalidity of any of the covenants, conditions, restrictions and easements 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.

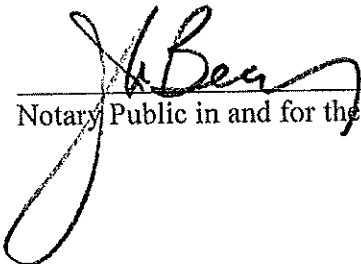
IN WITNESS WHEREOF, Windmill Heights L.L.C., an Iowa limited liability company, has caused this Declaration to be executed this 28th day of May, 2016.

Windmill Heights L.L.C.


By: G. Joseph Clark
Its: Manager/Member

STATE OF IOWA)
)
COUNTY OF JOHNSON) ss:

On this 23rd day of May, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared G. Joseph Clark, to me personally known, who, being by me duly sworn, did say that he is Manager and Member of Windmill Heights L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said G. Joseph Clark as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.


Notary Public in and for the State of Iowa

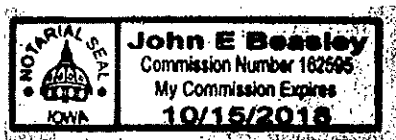


Exhibit "A"

LEGAL DESCRIPTION – WINDMILL HEIGHTS

A PORTION OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 12, TOWNSHIP 79 NORTH, RANGE 6 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IOWA CITY, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 51 OF ROCHESTER RIDGE PART FOUR, IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGE 338; THENCE S87°23'33"W ALONG THE NORTH LINE OF AUDITOR'S PARCEL 'B' AND AUDITOR'S PARCEL 'A' AS MONUMENTED AND RECORDED IN PLAT BOOK 33, PAGE 218, A DISTANCE OF 359.51 FEET TO THE EAST LINE OF WASHINGTON PARK ADDITION PART 10 AS RECORDED IN PLAT BOOK 30, PAGE 54; THENCE N01°59'57"W ALONG SAID EAST LINE OF WASHINGTON PARK, A DISTANCE OF 329.90 FEET TO THE SOUTHEAST CORNER OF GREEN MOUNTAIN MEADOW AS RECORDED IN PLAT BOOK 39, PAGE 84; THENCE N01°55'05"W ALONG SAID EAST LINE OF GREEN MOUNTAIN MEADOW, A DISTANCE 512.74 FEET TO THE CENTERLINE OF ROCHESTER AVENUE AS SHOWN ON THE ROAD RIGHT-OF-WAY RE-ESTABLISHMENT PLAT RECORDED IN PLAT BOOK 54, PAGE 300; THENCE NORTHEASTERLY ALONG SAID CENTERLINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 1146.59 FEET AND A CHORD BEARING OF N 77°55'37" E, AN ARC LENGTH OF 137.70 FEET; THENCE N74°44'13"E ALONG SAID CENTERLINE, A DISTANCE OF 231.91 FEET TO THE WEST LINE OF ROCHESTER RIDGE PART ONE EXTENDED NORTHERLY AS RECORDED IN PLAT BOOK 56, PAGE 60 ; THENCE S01°50'43"E ALONG SAID WEST LINE OF ROCHESTER RIDGE PART ONE AND THE WEST LINE OF ROCHESTER RIDGE PART THREE AS RECORDED IN PLAT BOOK 57, PAGE 116 AND WEST LINE OF SAID ROCHESTER RIDGE PART FOUR, A DISTANCE OF 916.11 FEET TO THE POINT OF BEGINNING; EXCEPT 33 FEET OF ROCHESTER AVENUE LYING SOUTH OF SAID CENTERLINE.

SAID TRACT OF LAND CONTAINING 6.97 ACRES MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

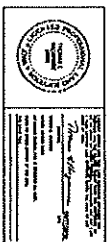
LEGAL DISCOVERY

A PORTION OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 22, TOWNSHIP 29 NORTH, RANGE 6 WEST OF THE 9TH PRINCIPAL MERIDIAN, IOWA CITY, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

[illegible]

1. BASIS OF ELIGIBILITY IS ONE SUBMITTANT IN THE HOME STATE PLANT COOPERATIVE REGION FOR THE MONTH.
2. NO ACCESS ALLOWED TO NON-MEMBER AREAS FROM LETTERS 2 AND 3.

MINIMUM LEAD ORDERS	
LOT NUMBER	LEAD TIME
2	297.00
4	297.00
5	297.00
6	297.00
7	297.00
11	296.50
13	295.50
26	293.50

[illegible][illegible]



15-0009

WINDMILL PROPOSERS
IOWA CITY, IA

hbk

ENGINEERING

1001 S. UNIVERSITY BLVD.
SUITE 100
IOWA CITY, IOWA 52242
PHONE (319) 336-6600
FAX (319) 336-6601
WWW.HBK-ENGINEERING.COM

JOB CLARK
COMMERCIAL REALTY
IOWA CITY, I.A. 52242
301 E. WASHINGTON ST. #20
IOWA CITY, IA 52242

JOB CLARK
COMMERCIAL REALTY
IOWA CITY, I.A. 52242
301 E. WASHINGTON ST. #20
IOWA CITY, IA 52242

JOHN B. SULLIVAN
221 MARKET ST.
IOWA CITY, IA
52242

15-0009
WINDMILL PROPOSERS
IOWA CITY, I.A. 52242

DATA SHEET 1/20

NO.	NAME	TYPE	DATE	TIME	STATUS
1	JOHN B. SULLIVAN	1	1/20	10:00	OK
2	JOHN B. SULLIVAN	1	1/20	10:00	OK
3	JOHN B. SULLIVAN	1	1/20	10:00	OK
4	JOHN B. SULLIVAN	1	1/20	10:00	OK
5	JOHN B. SULLIVAN	1	1/20	10:00	OK
6	JOHN B. SULLIVAN	1	1/20	10:00	OK
7	JOHN B. SULLIVAN	1	1/20	10:00	OK
8	JOHN B. SULLIVAN	1	1/20	10:00	OK
9	JOHN B. SULLIVAN	1	1/20	10:00	OK
10	JOHN B. SULLIVAN	1	1/20	10:00	OK
11	JOHN B. SULLIVAN	1	1/20	10:00	OK
12	JOHN B. SULLIVAN	1	1/20	10:00	OK
13	JOHN B. SULLIVAN	1	1/20	10:00	OK
14	JOHN B. SULLIVAN	1	1/20	10:00	OK
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18	JOHN B. SULLIVAN	1	1/20	10:00	OK
19	JOHN B. SULLIVAN	1	1/20	10:00	OK
20	JOHN B. SULLIVAN	1	1/20	10:00	OK
21	JOHN B. SULLIVAN	1	1/20	10:00	OK
22	JOHN B. SULLIVAN	1	1/20	10:00	OK
23	JOHN B. SULLIVAN	1	1/20	10:00	OK
24	JOHN B. SULLIVAN	1	1/20	10:00	OK
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26	JOHN B. SULLIVAN	1	1/20	10:00	OK
27	JOHN B. SULLIVAN	1	1/20	10:00	OK
28	JOHN B. SULLIVAN	1	1/20	10:00	OK
29	JOHN B. SULLIVAN	1	1/20	10:00	OK
30	JOHN B. SULLIVAN	1	1/20	10:00	OK
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49	JOHN B. SULLIVAN	1	1/20	10:00	OK
50	JOHN B. SULLIVAN	1	1/20	10:00	OK
51	JOHN B. SULLIVAN	1	1/20	10:00	OK
52	JOHN B. SULLIVAN	1	1/20	10:00	OK
53	JOHN B. SULLIVAN	1	1/20	10:00	OK
54	JOHN B. SULLIVAN	1	1/20	10:00	OK
55	JOHN B. SULLIVAN	1	1/20	10:00	OK
56	JOHN B. SULLIVAN	1			