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BOOK 177 PAGE 183

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PROTECTIVE COVENANTS AND RESTRICTIONS
OF
WINDSOR RIDGE SUBDIVISION PARTS ONE, TWO AND THREE
IOWA CITY, JOHNSON COUNTY, IOWA

Shall
RECORDED
JUN 27 1994

7/21/94

BK 1785 Pg 41

See Amendment

See Prot. Cov. BK 1806 Pg 173 9-1-94

The undersigned, being the owner of all lots in the subdivisions to Iowa City, Johnson County, Iowa, known as WINDSOR RIDGE - PARTS ONE and TWO and WINDSOR RIDGE - PART THREE, the documentation for said subdivisions being recorded in Book 1715, page 141 and Book 1715, page 177, respectively, in the office of the County Recorder of Johnson County, Iowa, for the mutual benefit of those persons who may purchase any of the lots in said subdivisions now owned by the undersigned, hereby impose the following Protective Covenants and Restrictions on each lot in said subdivisions, which shall be binding upon all the present and future owners of each and every parcel of ground in said subdivisions as covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land.

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 for not to exceed three (3) cars.

2. The following provisions shall be applicable to construction on the subdivision lots:

a. No lots 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. No building shall be erected on any lot having a ground floor living area of less than one thousand, five hundred (1,500) square feet in the case of a one (1) story structure, nor less than one thousand (1,000) square feet in the case of a one (1) or two (2) story structure provided that said one and one-half (1-1/2) or two (2) story structure contains a minimum total of one thousand nine hundred (1,900) square feet. Garages, breezeways, screened porches, open porches, decks, or third story 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.

See 2nd Amendment BK. 1822 pg. 41

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d. For Lots 1, 2, 19, 20, 21 and 22, no building shall be constructed nearer than thirty five feet (35') to the front line or ten feet (10') for any side lot line and all applicable provisions of the Iowa City, Iowa zoning ordinances shall be observed. For all other lots in the subdivisions, no building shall be constructed nearer than twenty-five feet (25') nor more than thirty feet (30') or as noted on final subdivision plats, to the front lot line or ten feet (10') to any side lot line and all applicable provisions of the Iowa City, Iowa zoning ordinances shall be observed. To the extent permitted by Iowa City Ordinances, the Subdivider may approve a side yard of less than ten feet (10') where unusual terrain features or unusual circumstances exist.

e. The top of the foundation of the dwelling on each lot must be eighteen inches (18") above the top of the street curb at the center of the lot. All other building elevations, including requirements for walk-out or conventional basements, must be approved by the Subdivider. The installation of walk-out basements will be permitted only if, in the absolute discretion of the subdivider, the same will not adversely affect surface water drainage or the continuity of topography within the subdivision.

f. 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 Subdivider.

g. All dwelling roofs shall be surfaced with cedar shake shingles, or with the following brands of square asphalt shingles: (a) Certaineed brands, known as Hearthstead, Independence, Hallmark, and Horizan; and (b) G.A.F. brands, known as Timberline and Woodline. All dwelling roofs must have a minimum pitch of 6/12 (i.e., 6" of rise for each 12" of run).

h. Prior to any construction, plans and specifications for the proposed structures shall be

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submitted to the Subdivider or its designee for approval. In addition to plans and specifications for structure, the application shall show the location and type of fences, parking, areas, plantings, landscaping, and other relevant matters, including the location on the lot of all proposed improvements, the materials to be used and the exterior color scheme proposed. The application shall also set forth a time schedule for construction of improvements, and in no event will an application be approved when the proposed construction will take longer than twelve months. The Subdivider or its designee shall have the right to refuse approval of any application for any reason which the Subdivider or its designee, in its sole discretion, may deem to be in the best interest of the development.

i. All driveways, vehicle parking area, and walkways will be constructed of concrete, and will be completed within the twelve-month period set forth in the immediately preceding paragraph. All sidewalks must be four feet in width.

j. No fences will be installed unless the same are polycovered green or 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 rear outside 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 chain link fence. All fences must be installed with plantings to screen the fence from the view of surrounding property owner. The plants must be planted six feet on center and three feet from the exterior side of said fence, and may be selected from the following: *Thuja occidentalis* "Techney" (Techney Arborvitae); *Syringa meyeri palibin* "Korean" (Dwarf Korean Lilac); *Viburnum trilobum* (American Cranberry Viburnum); *Lonicera tatarica* "Arnold Red" (Arnold Red Honeysuckle); *Weigela xvanicki* "Red Prince" (Red Prince Weigela), and *Cornus sericea* "Baileyi" (Red Twig Dogwood). The Subdivider may waive all or any portion of this provision where the fences to be installed would be

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located in the wooded portions of a lot. Such waiver shall be in writing.

k. Each lot shall have an exterior decorative yard light known as a 1371 Hinckley Series black light, three-light cluster. If this specific light is unavailable, a substitute approved by the developer must be used. This light will be located ten feet back from the front property line and five feet to the inside of the driveway.

Each lot, once an occupancy permit is obtained, shall have a mailbox installed on said lot, the locations and specifications for which shall be furnished by the developer or its designee.

l. 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.

m. Each lot owner will plant in the front yard 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 seedless ash; all spruce, all pine; all fir; Ginkgo; and thornless honeylocust.

n. Each dwelling shall have a minimum of two and a maximum of a three-car capacity attached garage. The garage must be serviced by a front entrance driveway from the existing public street as illustrated in Exhibit "A" hereto, or by an inside front entrance to the garage as illustrated in Exhibit "B" hereto. No driveway may be located within 10 feet of any side yard boundary line, unless Subdivider waives in writing this requirement.

o. The initial exterior color of the dwelling shall be subject to the approval of the subdivider. Split-foyers, A-frames, premanufactured or dome houses will not be permitted.

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p. 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.

q. No trees 8 inches in diameter or larger will be removed from the lot without permission of the Subdivider.

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 at the rear 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. 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 driveway 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

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such other enclosed place where such items are not visible from the street.

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

f. No satellite dish, radio tower or antenna shall be located on any lot. No outbuildings except for 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.

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 nature 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.

4. 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 Iowa-Illinois Gas & Electric Company, U.S. West Communications and TCI of Eastern Iowa, upon, over and under, along and across the areas marked on the plat of the subdivision as "utility easement". 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

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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.

5. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains in Windsor Ridge Development Company.

6. The approval required of the Subdivider under the terms of these Restrictive Covenants shall be exercised by Windsor Ridge Development Co. or such person or entity as it may designate in writing.

7. These covenants are to run with the land and shall be binding on all the parties (except as provided in Paragraph 5) and all persons claiming under them for twenty (20) years, at which time said covenants shall be automatically extended for a period of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change the 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.

8. 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 7, 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 recovery of damages or other dues for such violation.

9. 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.

10. Each lot owner shall automatically become a member of Windsor Ridge Homeowner's 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

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matters over which the corporation has control. Windsor Ridge Home Owners Association is organized and shall operate for the purpose of owning, maintaining, controlling and managing the common areas and storm water detention facilities in all final plat approved and filed Windsor Ridge Subdivisions located in Iowa City, Iowa. 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 subdivisions. The developer, at its discretion, shall convey title to the Association to the commons areas, including but not limited to all street cul de sacs, the Arlington Boulevard median, Tract "B" and Outlot "C" (as shown and set forth on the plat for Windsor Ridge Parts 1 and 2 and Windsor Ridge Part 3) as well as other common areas of remaining and future Windsor Ridge Subdivisions. Outlot "B" has been designated for park space and will not be conveyed to the Association. The developer shall be responsible for the maintenance of and all improvements to Outlet "B" until such time as it is dedicated to and accepted by the City of Iowa City, Iowa.

11. 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 Windsor Ridge - Parts One, Two and Three. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the lots within said subdivisions and the same shall be filed of record in the office of the Johnson County Recorder.

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DATED this 24th day of ~~May~~ ^{June}, 1994.

WINDSOR RIDGE DEVELOPMENT CO.

By: Lowell E. Swartz Pres.
Lowell E. Swartz, President

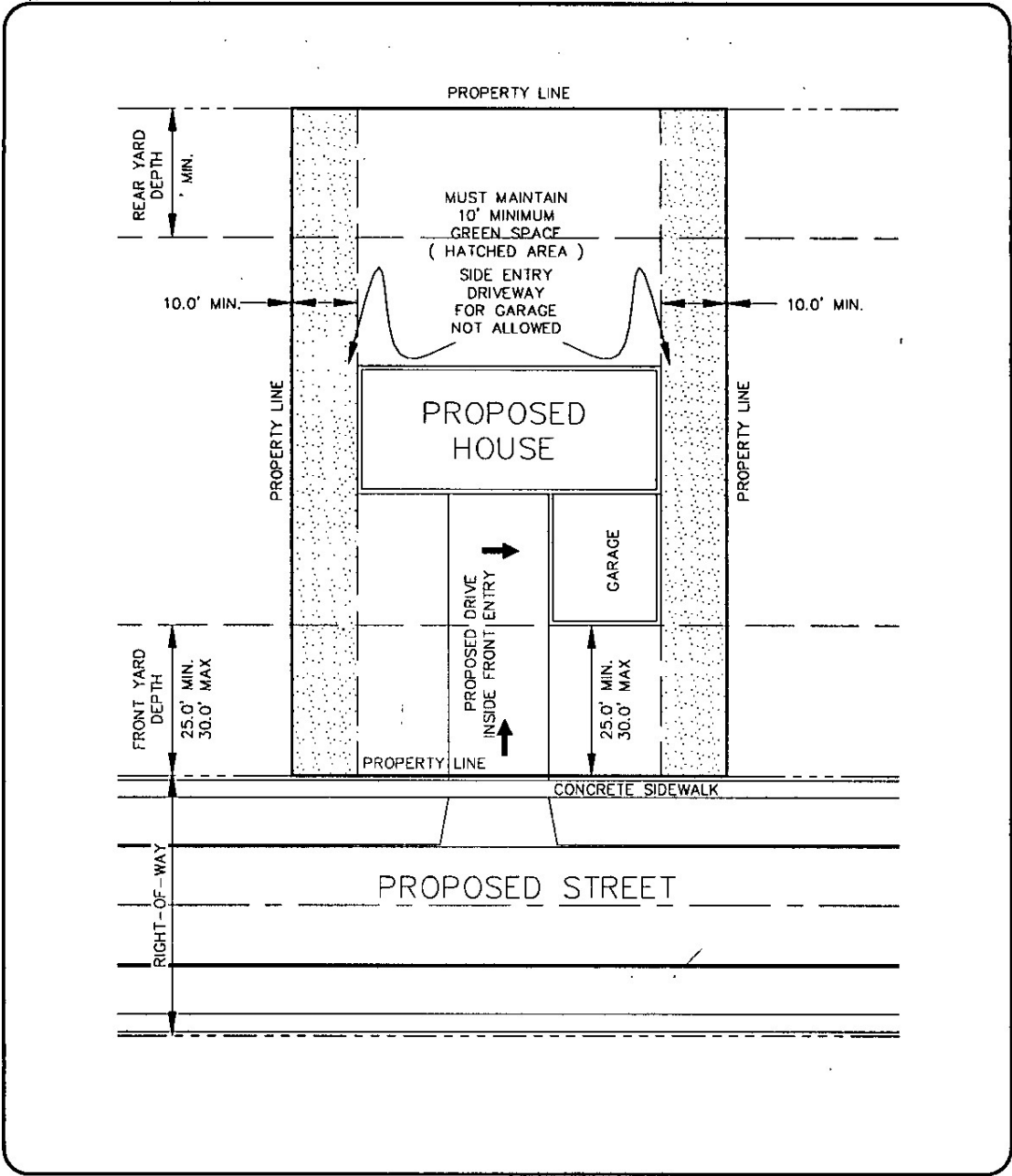
By: Gary D. Watts
Gary D. Watts, Senior Vice President

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 24th day of June, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lowell E. Swartz and Gary D. Watts, to me personally known, who being by me duly sworn, did say that they are the President and Senior Vice President, respectively, of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that the said Lowell E. Swartz and Gary D. Watts as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

[Signature]
Notary Public in and for the State
of Iowa

NOTARIAL SEAL



SURVEY REQUESTED BY:		CURRENT TITLE HOLDER:	
SYMBOLS: △ GOVERNMENT CORNER ○ PROPERTY CORNER FOUND ● 5/8" X 30" W/ L.S. CAP SET - - - EXISTING FENCE LINE — — — PROPERTY LINE		SHEET TITLE: EXHIBIT "B" (INSIDE FRONT ENTRY)-10' SIDEYARD PROJECT TITLE: BUILDING AND DRIVEWAY RESTRICTIONS WINDSOR RIDGE, IOWA CITY, IOWA	
DATE: 6-16-94	SCALE: NONE	MMS CONSULTANTS, INC. Iowa City, Iowa 319-351-8282	
DEVELOPER: RLW	DESIGNER: LS	DATE: 6-16-94	PROJECT: 1444008

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