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Johnson County Iowa
Kim Painter County Recorder
BK **6152** PG **401-409**

Recorder's Cover Sheet

TITLE OF DOCUMENT: Declaration of Restrictions & Covenants-Quail Ridge Part Two-North Liberty, Iowa

Preparer Information:
(name, address, phone number)
Myles N Braverman, President

Taxpayer Information:
(name, address)
Quail Ridge Maintenance Association, PO Box 601, North Liberty, IA 52317-0601

Return Address:
(name, address)
Quail Ridge Maintenance Association, PO Box 601, North Liberty, IA 52317-0601

Grantor(s): **Grantee(s):**
See page 2

Legal description:
(or page number location)
Declaration of Restrictions & Covenants
Quail Ridge Part Two - North Liberty, Iowa

DECLARATION OF RESTRICTIONS & COVENANTS

QUAIL RIDGE PART TWO - NORTH LIBERTY, IOWA

This Declaration is made by Quail Creek Associates, L.L.P.

ARTICLE I Recitals

1.01 Declarant is the owner of certain real estate in the County of Johnson, State of Iowa, described as Quail Ridge Part Two, North Liberty, Iowa, according to the recorded plat thereof.

1.02 In order to establish a general plan for the improvement and development of the subdivision, Declarant desires to impose on certain lots within the subdivision, restrictions for the benefit of all present and future owners of the lots with the subdivision.

ARTICLE II Definitions

2.01 "Building" shall mean and refer to any structure which is constructed on a lot within the subdivision.

2.02 "Declarant" shall mean and refer to Southgate Development Company Inc., and its successors and assigns.

2.03 "Lot" shall mean and refer to any parcel of land shown and included within the Plat of Quail Ridge Part Two to North Liberty, Iowa.

2.04 "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot, as defined in Section 2.03, including contract vendees, but excluding those having such interest merely as security for the performance of any obligation such as Mortgagees.

2.05 "Subdivision" shall mean and refer to Quail Ridge Part Two to North Liberty, Iowa.

2.06 "Association" shall mean and refer to Quail Ridge Maintenance Association.

ARTICLE III Applicability

3.01 Declarant hereby declares that all Lots in the Subdivision are now held and shall be transferred, sold, leased, conveyed and occupied subject to the restrictions and covenants herein set forth which are for and shall inure to the benefit of and pass with each

and every lot and apply to and bind the heirs, successors in interest and assigns of each and every Owner.

3.02 Each purchaser of any of the Lots covenants and agrees with Declarant, its successors in interest and assigns to use the Lots only in accordance with the restrictions herein set forth and to refrain from using the Lots in any way inconsistent with or prohibited by the provisions of this Declaration.

3.03 Every person who now or hereinafter owns or acquires any right, title or interest in or to any Lot is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Lot.

3.04 All restrictions contained herein shall operate as covenants running with the title to the Lots and shall inure to the benefit of all Lot Owners within the Subdivision, their heirs, successors and assigns.

3.05 These restrictive covenants shall not be binding upon any of the Lots in the Subdivision so long as said title thereto remains in the Declarant's name.

ARTICLE IIIA OWNERS ASSOCIATION

3A.01 The storm water detention area serving Quail Ridge Subdivision. Parts One and Two, as well as any other areas held as common areas for the Owners of Lots with in the Subdivisions, shall be maintained by a non-profit membership corporation organized and existing under Chapter 504A, Code of Iowa (2003), as from time to time amended. The name of the Association shall be Quail Ridge Maintenance Association. Owners of Lots shall automatically become members of the Association upon taking title to a Lot in the Subdivision.

3A.02 All Owners of Lots in the Subdivision shall be bound by and comply with the provisions of the Articles of Incorporation and Bylaws of the Association and applicable provisions of other Association documents; and, all agreements, regulations and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such owners and other persons. A failure to comply with the Bylaws or the provisions of the other Association documents or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any Owner as applicable and any mandatory or other injunctive relief without waiving either remedy.

3A.03 Each Owner taking title to a Lot agrees that the Association has and shall exercise all powers, rights and authority granted unto it and such as are more particularly set forth in the Association documents, including but not limited to the making of assessments to carry out its functions which shall be chargeable to owners and which shall be a lien on Lots.

3A.04 The members of the Association shall consist of all of the record Owners of Lots in Quail Ridge Subdivision, Parts One and Two. Change of membership in the Association shall be established by recording in the public records of Johnson County, Iowa a deed or other instrument establishing record title to a Lot in the Subdivision. The membership of the prior Owner shall be thereby terminated. The members of the Association shall be entitled to cast one vote for each Lot, irrespective of the number of Owners of the Lot.

3A.05 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot.

3A.06 The affairs of the Association shall be conducted by a Board of Directors who shall be designated in the manner provided in the By-Laws.

3A.07 If the Owner(s) of any Lot fail to pay assessments or fees when due, the Association shall have a lien against the Lot. This lien shall exist from the date the assessment or fee is imposed and no filing shall be necessary to evidence the lien. However, the Association shall have the right to file a notice of lien against a Lot in the public records of Johnson County. All Owners shall promptly discharge any lien which may hereafter be filed against their condominium unit.

3A.08 In the event the Association incurs attorney's fees or other expenses of collection of sums due from a Lot Owner(s), the Lot Owner(s) shall be liable for and pay those expenses.

3A.09 The Association shall not be liable for any injury or damage to property whatsoever unless caused by the gross negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from maintenance of the common areas, or from any action taken to comply with any law, ordinance or orders of a government authority.

ARTICLE IV General Restrictions

4.01 All the Lots herein shall be used solely as residential Lots

and no structure shall be constructed on any Lot other than one detached single family dwelling not to exceed two stories in height.

4.02 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.

4.03 No use will be made of any Lot, or any portion thereof, or any Building or structure thereon, which may be or become an annoyance or nuisance to the neighborhood.

4.04 Each Lot Owner shall at all times keep said Owners Lot and the improvement thereon in a safe, clean, neat and sanitary condition.

4.05 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.

4.06 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that cats, dogs or other usual household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pets must be managed by their owners so that they will not become a nuisance to the neighbors. Pets which continually make loud noises, damage flora of neighbors or attack other pets or persons shall be considered a nuisance.

4.07 The Owner of any Building damaged by fire or Act of God shall within ninety (90) days, unless an extension of time is obtained from the Declarant, commence restoration or removal of said building and shall diligently pursue said restoration or removal to completion.

4.08 No clotheslines shall be constructed, placed or erected on any Lot.

4.09 Camping trailers, motor homes, boats, trailers, or snowmobiles shall not be allowed to be stored anywhere on the Lot unless the above equipment is stored in an attached garage.

4.10 Each Lot Owner agrees to be responsible for the installation of a sidewalk on said Owners Lot in accordance with the Agreement between the Declarant and the City of North Liberty, Iowa.

4.11 Each Owner of a Lot shall furnish to the Declarant a mailing address where notices may be sent to such Owner.

ARTICLE V
Architectural Control and Construction

5.01 No building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein, be made until an application for approval of the plans and specifications shall have been submitted to and approved by the Declarant or its nominee as hereinafter provided.

5.02 The application for approval shall include complete plans and specifications for the proposed construction. The front yard/yards and side yard/yards of each lot will be sodded. 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 the application.

5.03 Pursuant to the provisions of the Developer's Agreement between the Declarant and the City of North Liberty, Lots 48 through 56, inclusive, do not have direct access onto Jones Boulevard and accordingly no application for plan approval for any of such Lots will be approved if such plans propose a direct access onto Jones Boulevard.

Pursuant to the provisions of the Developer's Agreement between the Declarant and the City of North Liberty, Lots 56, 57, 74, and 75 do not have direct access onto Zeller Street and accordingly no application for plan approval for any of such Lots will be approved if such plans propose a direct access onto Zeller Street.

5.04 The Declarant 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.

5.05 In the event any proposed construction is not commenced within one (1) year from the date said construction has been approved by the Declarant, said approval shall lapse and it shall be the responsibility of the Lot owner to reapply 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 three (3) years with the prior approval of the Declarant.

5.06 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.

5.07 As a part of the construction, each Lot Owner and said owner's Builder or Contractor shall be responsible for erosion control both during construction and after such construction has been completed. All lots shall be graded and maintained in such manner so as to minimize damage which might result to other Lots as a result of erosion and surface water drainage.

ARTICLE VI Enforcement

6.01 Violation or breach of any restrictions and covenants herein contained shall give to Declarant and every other Owner or property for whose benefit these restrictions and covenants are expressly made, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions and covenants to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

6.02 The result of every action or omission whereby any restriction or covenant herein contained is violated, in whole or in part, is hereby declared to be and to constitute a nuisance and every remedy allowed at law or in equity against any Owner, shall be applicable against every such result and may be exercised by Declarant or by any owner of a Lot for whose benefit these restrictions and covenants are made.

6.03 In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the prevailing party or parties shall be entitled to recover reasonable attorneys fees, in such amount as may be fixed by the Court in such proceedings. All remedies provided herein at law or in equity shall be cumulative and not exclusive.

6.04 The failure of Declarant or any other property Owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right enforce any other restriction or covenants.

ARTICLE VII Duration

7.01 This Declaration, every provision hereof and every covenant and restriction contained herein shall continue in full force and effect for a period of twenty (21) years from the date hereof unless otherwise specifically provided.

ARTICLE VIII Validity

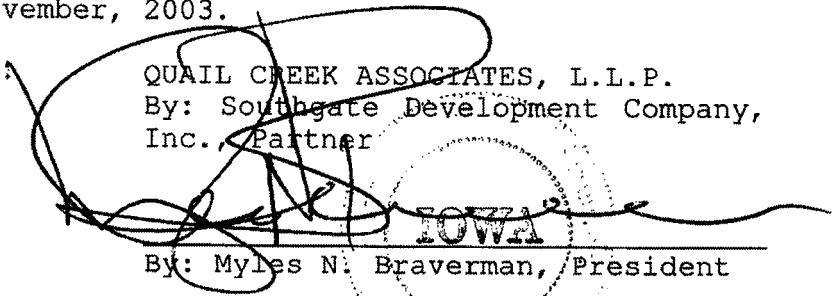
8.01 If any provisions of this Declaration is held to be invalid by a court, the invalidity shall not affect the remaining provisions which shall remain in full force and effect.

ARTICLE IX
Amendment

9.01 These Restrictive Covenants may be amended by a vote of two-thirds of the Lot Owners, provided that so long as the Declarant holds title to any Lot within the Subdivision, no such Amendment shall be effective unless consented to by the Declarant.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the 10th day of November, 2003.

QUAIL CREEK ASSOCIATES, L.L.P.
By: Southgate Development Company,
Inc., Partner

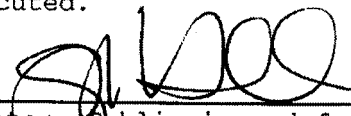

By: Myles N. Braverman, President

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 10th day of November, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Myles N. Braverman, to me personally known, who being by me duly sworn and did say that he is the President of Southgate Development Company, Inc., a Partner of Quail Creek Associates, L.L.P., a limited liability partnership, executing the foregoing instrument, that said instrument was signed on behalf of the corporation as a Partner of Quail Creek Associates, L.L.P., a limited liability partnership, by authority of the corporation's Board of Directors; and that Myles N. Braverman as that officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited liability partnership by it and by the officer voluntarily executed.



C. Joseph Holland
Iowa Notarial Seal
Commission number 141011
My Commission Expires
March 24, 2005


Notary Public in and for said State

ED BY: MMS CONSULTANTS INC. - 1917 S. GIL

Final Plat
QUAIL RIDGE - PART TWO
To North Liberty, Iowa

— CONGRESSIONAL CARRIER, FOLK

NORTHWEST CORNER
OF THE

11/11/2016

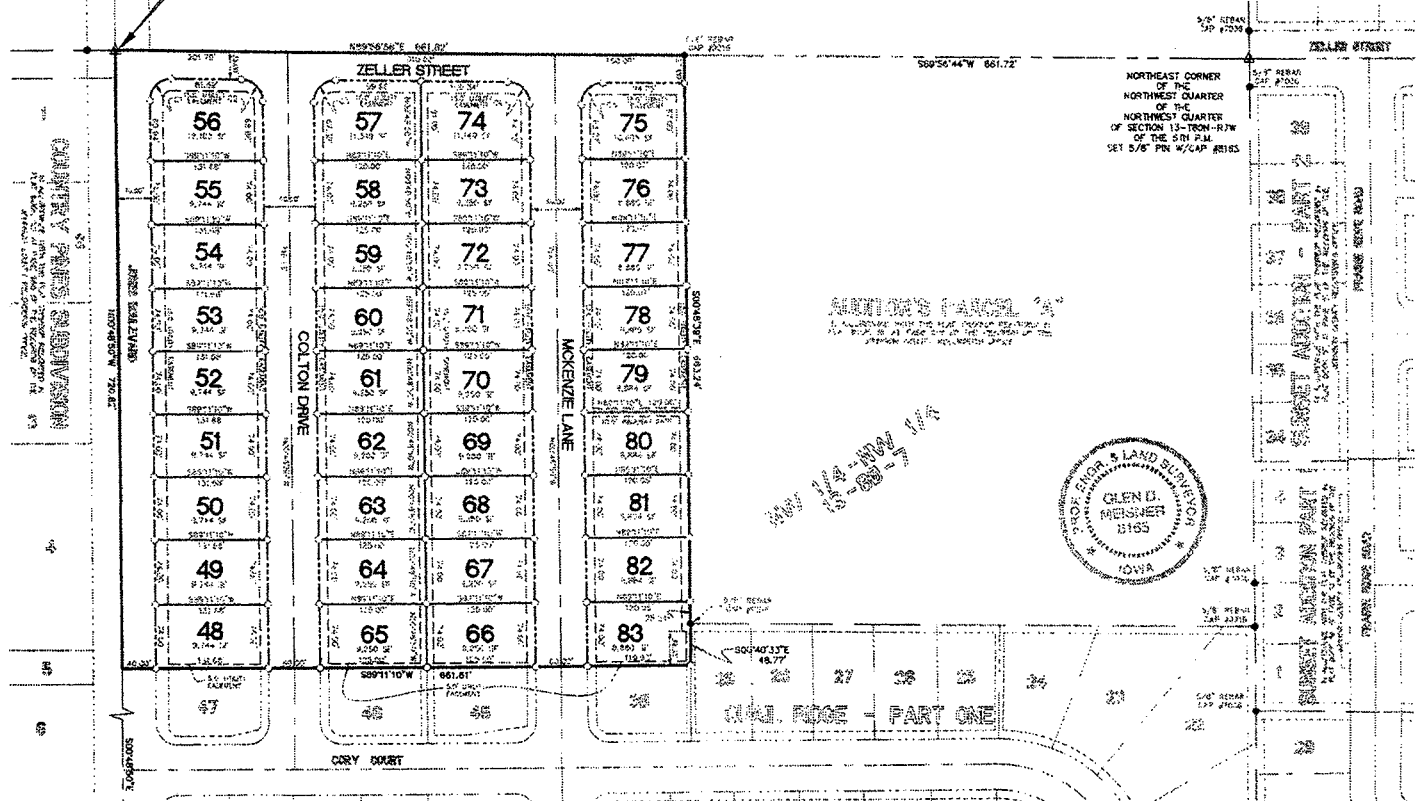
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND INCHES

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My Service retirement date is December 31, 2003.

Signed before me this 5 day of August 2003.

8-3-18-03 ADDED EASEMENTS - DM

[illegible]

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PLAT/PLAN APPROVED BY:
CITY OF NORTH LIBERTY
Mayor E. Vautchell
CITY CLERK: _____
DATE: *8/27/03*

UTILITY EASEMENTS APPROVED BY:
Richard P. Forster
MIDAMERICAN ENERGY
DATE: *8/4/03*

Bob Kern
MIDACON
DATE: *8-5-03*

Wayne Ross
LAWN COUNTY REC.
DATE: *8/6/03*

Mark Dill
SOUTH SLOPE COOPERATIVE TELEPHONE CO.
DATE: *8-4-03*

Beginning at the Northwest Corner of the Northwest Quarter of the Northwest

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6-23-03	PER CITY REVIEW	-JDM
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