Prepared by/Return to: Erek P. Sittig, 123 N. Linn St., Suite 300, Iowa City, IA 52245 319-354-0331

PROTECTIVE COVENANTS AND RESTRICTIONS OF CHURCHILL MEADOWS, IOWA CITY, IOWA

The undersigned, CBD, LLC, owner of Lots 1-96 of Churchill Meadows, Iowa City, Iowa according to the plat thereof recorded in Book 59, page 244, plat records of Johnson County, Iowa, and for the mutual benefit of those persons who may purchase any of the numbered Lots in said Subdivision now opened by the undersigned, hereby impose the following Covenants and Restrictions on each of the Lots in the Subdivision, which shall be binding upon all the present and future owners of each and every numbered Lot or portion thereof as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land. These protective covenants and restrictions are subject to variance as to Lots 1, 8, 9, 10, 11, 40, 41, 42, 43, 44, 77, 78, 94, and 95, as specifically provided herein."

DEFINITIONS

"Association" shall mean and refer to Churchill Meadows Homeowners Association, an incorporated association of Lot owners, subject to its Articles of Incorporation and By-laws.

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

"Building" shall mean and refer to any structure which is constructed on a Lot subject to these Covenants.

"Common Areas" shall mean and refer to areas labeled on the Plat as Private Open Space and to facilities located upon those, including, but not limited to, storm water detention and management facilities and mailbox clusters.

"Developer", "Declarant", or "Subdivider" shall mean and refer to CBD, LLC., an Iowa limited liability company, and when not otherwise

specifically stated shall also include its successors and assigns, and when stated shall include its designees.

"Dwelling Unit" shall mean and refer to a group of adjoining habitable rooms located within a structure and forming a single unit with facilities used or intended to be used by one household for living, sleeping, cooking and eating meals. This shall include detached single family dwellings, duplex units, and condominiums. In the case of a detached single family dwelling or duplex unit this shall encompass the real estate upon which the structure is situated. In the case of a condominium this shall encompass the Condominium Unit and the appurtenant common elements.

"Lot" shall mean and refer to any numbered parcel of land shown and included within the Plat of Churchill Meadows.

"Multifamily Lots" shall mean and refer to Lots 1, 8, 9, 10, 11, 40, 41, 42, 43, 44, 77, 78, 94, and 95

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

"Plat" shall mean and refer to the Final Plat and Sensitive Areas Development Plan of Churchill Meadows as recorded in the office of the Recorder of Johnson County, Iowa.

"Private Open Space" shall mean and refer to those Outlots labeled as such on the Plat.

"Property" shall mean and refer to Lots or Dwelling Units as the context may require, it being the intent of the Declarant to impose the obligations under these Restrictive Covenants upon Lots prior to improvement of them and upon Dwelling Units located upon the Lots after improvements are constructed.

"Subdivision" shall mean and refer to Churchill Meadows.

ARTICLE I - USE AND BUILDING RESTRICTIONS

1. All Lots shall be used only for residential purposes. Except on the Multifamily Lots, 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. The Developer retains the right to waive this provision, in writing, for accessory outbuildings or other structures approved by the Developer.

2. The following provisions shall be generally applicable to

construction on all numbered Lots, except that the Developer may vary the provisions in B., D., K., P., and Q. for the Multifamily Lots.

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. No building shall be erected on any Lot having a ground floor living area of less than one thousand two hundred fifty (1,250) 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 (1 ½) or two (2) story structure, provided that a one and one-half (1 ½) story structure shall contain a minimum total of one thousand four hundred (1,400) square feet and a two story structure shall contain a minimum of one thousand six hundred (1,600) square feet. Basements, garages, breezeways, screened porches, open porches or decks shall not be considered as square foot area.

C. No trailer, mobile home, tent, boat, unattached garage or barn shall be placed upon any Lot unless approved, in writing by the Developer.

D. No building shall be constructed nearer than 35 feet to nor farther than 38 feet from the back of curb line, nor nearer than 5 feet to any side Lot line, unless approved, in writing, by the Developer. This provision does not apply to the construction of driveways.

E. Exterior surfaces of the Dwelling Units shall be constructed only of brick, stucco, stone, or horizontal lap siding. No vinyl siding or 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. Steps must be poured concrete, except that in rear yards wooden or steps of other materials approved by the Developer may be allowed.

F. All Dwelling Unit roofs shall be surfaced with cedar shake shingles or with the following brands of architectural square asphalt shingles. (1) Certaineed brands, known as Hearthstead, Independence, Hallmark and Horizan; (2) G.A.F. brands, known as Timberline and Woodline. All Dwelling Unit roofs must have a minimum pitch of 6/12 (i.e., 6" rise for each 12" of run). Other materials may be approved in writing by the Developer.

G. Prior to any construction, plans and specifications for the proposed structure shall be submitted to the Developer or its designee for approval. In addition to plans and specifications for the structure, the submitted material shall also show the locations 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 events will plans and specifications be approved when the proposed constructions will take longer than twelve months, provided, however, that landscaping may be staged over a period of three (3) years with the prior approval of the Developer. The Developer or its designee shall approve or disapprove the application within a period of ten (10) business days after receipt of all of the above documents by providing written notice to the Lot owner and, in the event of disapproval, shall specify the exact reasons therefor to enable the applicant to correct the application in order to obtain approval.

Disapproval shall be for cause, it being the intent of this review process to permit improvements that will enhance the aesthetics of the Subdivision and maintain or improve property values. In the event any proposed construction is not commenced within one (1) year from the date said plans and specifications have 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.

H. All driveways, vehicle parking areas, and walkways will be constructed of concrete and stampcrete or brick, if approved in advance by Developer, and will be completed within the twelve month period set forth in the immediately preceding paragraph. All sidewalks must be at least four feet in width as required by the Subdivider's Agreement with the City of Iowa City entered into connection with the approval of the Subdivision Final Plat. Lot owners shall, upon purchasing a Lot from the Developer, assume the obligation to install sidewalks in accordance with the specifications of the City of Iowa City and in accordance with the Subdivider's Agreement entered into in connection with the Final Plat of the Subdivision. Sidewalks shall be installed regardless of the ability of the City of Iowa City to enforce the requirements of the Subdivider's Agreement.

I. No fences will be installed unless the same are black wrought iron fence or chain link black or green vinyl covered fence constructed four (4) feet in height, except for fences around a swimming pool provided for below. No fence will extend along any boundaries of the front yard or beyond the Limits of Construction Line shown on the Final Plat and Sensitive Areas Development Plan for the Subdivision. No fence shall extend closer to the front of the Dwelling Unit home than the rear most corner of said Dwelling Unit. Swimming pools must be below ground level and located in the rear yard and must be bordered by a five (5) to six (6) foot high wrought iron fence. The Developer may waive this provision, in writing, including where the fences to be installed would be located in the wooded portions of a Lot or for other good reason.

J. During the course of any construction on a Lot, the building contractors and Lot owner shall keep in mud, dirt, debris and building materials off the streets within the Subdivision and other Lots.

K. Each Dwelling Unit shall have a minimum of a two car and a maximum of a three car capacity attached garage.

L. The initial exterior color of the Dwelling Unit shall be subject to the approval of the Developer.

M. Split foyers, A-framers, flat roof houses or dome houses are not permitted.

N. Except for wooded areas of the Lot behind or to the rear of the Dwelling Unit, the back yard shall be fine graded and seeded or sodded up to the "Limits of Construction" line as shown on the Final Plat and Sensitive Areas Development Plan for the Subdivision. The front yard and the parking area between the front yard and the paved street shall be sodded except where sidewalks may be located. Front yards shall be regularly mowed, groomed and maintained, unless written exception within areas demarcated as "steep slopes" or "critical slopes" outside the "Limits of Construction" as shown on the Final Plat and Sensitive Areas-Development Plan for the Subdivision. To maintain the stability of said steep slopes and critical slopes, 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.

There shall be no "development activity," as that term is defined by the Sensitive Areas Ordinance of the City of Iowa City, Chapter 14-6K, Iowa City Code, within areas demarcated as "protected slope" or "non-development buffer" as shown on the Final Plat and Sensitive Areas Development Plan for the Subdivision.

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

P. All garages must be located on the high side elevation of the Lot unless the Developer approves in writing an alternate location.

Q. The elevation of the tip of the foundation of all improvements on a Lot shall be 18" to 36" above the street curb at the center line of the Lot.

R. 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.

S. Dog runs must be located within the back yard and may not extend toward a Lot line any further than the back side of the building

improvement. Materials used for fencing must be in compliance with Article I, paragraph 2.1 above. All dog runs must be built upon a cement base or have a concrete floor.

T. Other than applicable requirements of the Iowa City Zoning Ordinance and the Subdivider's Agreement entered into with the City of Iowa City in connection with the approval of the Subdivision, the Developer may waive or consent to variances in any of the preceding building regulations to prevent hardship to or unintended results for any Lot owner.

U. In the event of any dispute arising concerning any of the provisions of these covenants, said dispute shall be resolved by the developer and the developer's interpretation as to the intent and meaning of these covenants shall govern. The developer shall resolve all disputes regarding the interpretation, intent, and meaning of these covenants for 24 months after the control of the common areas is turned over to the owner's association.

V. The Developer or the Developer's nominee shall have the power and authority to vary, at the time of the initial construction of improvements upon any lot in Churchill Meadows the provisions of these Restrictive Covenants if circumstances particular to the Lot, such as topography or existing tree cover make literal compliance with the terms and conditions of these Restrictive Covenants infeasible or work a hardship in the construction of improvements upon such lot.

In the event that the Developer or the Developer's nominee does vary the requirements of these Restrictive Covenants in such circumstances, such variance shall be documented in writing and recorded by the Owner or the owner's contractor/builder in the office of the Recorder of Johnson County, Iowa, and communicated to the President of the Association.

W. As part of the construction, each Lot Owner and 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 a manner as to minimize erosion, both at the time of construction, and following completion of construction, so as to minimize damage which might result to other Lots as a result of erosion and surface water drainage.

X. By acceptance of a deed to a Lot each Owner accepts the Developer's obligations with respect to such Lot for erosion control from the time of delivery of the deed, and each Lot Owner shall enter into a "Lot Erosion Control Agreement" with Developer in the form prepared by Developer at the time of Owner's purchase of a Lot within the Subdivision. The Lot Erosion Control Agreement shall, at a minimum, include provisions for transfer to the Owner of the Developer's and the Developer's obligations under any NPDES permit in effect for the Subdivision or such other permits or plans which may be in effect for the property with respect to soil erosion control.

At any time required by Developer, any party accepting a deed for the Lot or part thereof, and any Outlot, shall execute the appropriate documentation required by the Iowa Department of Natural Resources or other governmental body to release Developer and Developer from responsibility for executing a pollution prevention plan (including monitoring and record keeping) as it applies to the Lot for the period of time after the delivery of a Deed for the Lot, and to release Developer and Developer from any other obligation for environmental matters for the period of time after delivery of a Deed.

Y. Each Lot Owner and said Owner's Builder or Contractor shall prepare and comply with a Storm Water Pollution Prevention Plan (SWPPP), if a SWPPP is required by statute or regulation, or by any regulatory agency having jurisdiction over the Lot or Lots owned by Owner.

Z. If the Lot Owner fails to execute such an Agreement or fails to cooperate with the Developer, the Lot Owner shall indemnify and hold harmless the Developer and Developer's agents, employees, and contractors, from all liabilities fines, penalties, costs, expenses, and damages arising from such failure by the Lot Owner.

3. The following restrictions shall be generally applicable to construction on all Lots:

A. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa 2015, as amended, or the common law of Iowa shall be permitted.

B. Vegetable gardens may be maintained only in the rear yards of a Dwelling Unit.

C. Motor vehicles used by Lot owners 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 hard surfaced and constructed in accordance with Article I., paragraph 2H above. 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.

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

E. 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. No satellite dishes, ham radio tower, or antenna shall be visible from the streets in the Subdivision and shall be the smallest available consistent with

then available technology.

F. 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 Unit, and work shall be completed within one (1) year from the date of destruction. Property owner and lien holder shall be responsible to the Association (and/or land developer if not turned over to the Association) for all costs involved in the remedy of the completion of a project exceeding more than one year from the date of the building permit issuance.

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

H. There are strips of ground marked "Util Ease," "Utility Easement," or "Util Easement" shown on the Plat which are hereby reserved for public utilities, for the installation and maintenance of poles. Mains, sewers, drains, ducts, lines, wires, and the like. The Owners of Lots shall take title subject to the easements hereby created and subject at all times to the rights or proper authorities to service the utilities and the easements hereby created. No permanent structure of any kind, including fences, or retaining walls shall be built, erected or maintained on said utility easements except walkways and driveways.

ARTICLE II - OWNERS ASSOCIATION

1. Every owner of a Dwelling Unit within the Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Dwelling Unit.

2. The Owners 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.

3. When more than one person holds an interest in any Dwelling Unit, all such persons shall be members. The vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Dwelling Unit.

4. The Association shall be responsible for the repair, maintenance, preservation and landscaping (hereafter "maintenance") of

the Common Areas once the initial improvements have been installed by the Developer. The Association shall also have the right to enforce any Protective Covenant and Restriction.

5. In the event the need for maintenance of any portion of the Common Areas is caused through the willful or negligent act of a Dwelling Unit Owner, his/her family, guests or invitees, as determined by the Board of Directors of the Association, the cost of such repairs or replacement shall be paid for by such negligent Dwelling Unit Owner or shall be added to and/or become an assessment against such Owner's Dwelling Unit.

6. The Association may purchase a master comprehensive public liability insurance policy to cover risks from its responsibilities hereunder in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing, all Owners and all other persons entitled to occupy any Dwelling Unit. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workers compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate.

7. Developer, and each owner of any such Dwelling Unit 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 1) periodic assessments for routine maintenance of the Common Area; 2) special assessment, if any, for special maintenance of the Common Area and Association operating deficits, as the same may be established in accordance with these covenants and the Association's By-Laws. The periodic and special assessment, together with interest, costs and reasonable attorney's fees required for collection of past due assessment shall be a charge on the land and shall be a continuing lien upon the Dwelling Unit 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 each 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.

8. The assessments levied by the Association shall be used for maintenance of the Common Area and the operating expenses of the Association. Both periodic assessments and special assessments may be collected on a monthly or less frequent basis, at the discretion of the Association's Board of Directors, but the periodic assessment shall be paid at least annually.

9. The periodic assessment shall be set annually by the Board. In addition to periodic assessment, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of special maintenance, or to cover operating deficits from prior or current periods.

Assessments shall not be in equal amounts as to each Dwelling Unit, but shall be assessed on a *prorata* basis so that each duplex unit is assessed fifty percent (50%) of the amount of the assessment made against each Lot containing a detached single family dwelling and each Dwelling Unit in a multifamily structure is assessed twenty percent (20%) of the amount of the assessment made against each Lot containing a detached single family dwelling.

10. Adjustments to the periodic assessments shall commence on all Dwelling Units on the first day of the month following the Board of Directors approving such an adjustment or at such other time later as the Board of Directors may adopt when setting the adjustment. Written notice of a special assessment shall be sent by the Board to every Owner subject thereto. The due dates for all 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 assessments of a specified Dwelling Unit have been paid. A properly executed certificate from the Association regarding the status of assessments for any Dwelling Unit shall be binding upon the Association as of the date of its issuance.

11. If an assessment is not paid within thirty (30) days after the delinquency date, the 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 against the Owner personally obligated to pay the same or to foreclose the lien against the Dwelling Unit, 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 action.

12. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his/her Dwelling Unit.

13. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Dwelling Unit shall not affect the assessment lien. Provided, however, the sale or transfer of any Dwelling Unit pursuant to the foreclosure of any first mortgage on such Dwelling Unit (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.

14. The Developer, the Association, or their agents shall have an easement over and across those areas of Lots 1 and 20 designated on the Final Plat and Sensitive Areas Development Plan for the Subdivision as "Sign and Landscape Easement" for the purpose of repairing and maintaining signage, landscaping and the brick entry saddles in accordance with the requirements of these Covenants.

15. Notwithstanding the foregoing, the Developer, but not to include any successors or assigns, shall not be subject to any assessment on any undeveloped Dwelling Unit it may own until it has sold more than one-half of the Lots.

16. The Developer and subdivider shall have the right to expand the Association to include as members Lots and Dwelling Units located in Churchill Meadows Parts Two and Three, upon the same terms set forth in the preceding paragraphs.

ARTICLE III- GENERAL PROVISIONS

1. These restrictive covenants shall not be binding upon any Lot or Dwelling Unit in said Subdivision so long as title thereto remains in the Developer.

2. Any approval, waiver or consent required or permitted of the Developer under the terms of these restrictive covenants may be exercised by such person(s), firm(s) or corporation(s) as the Developer may designate in writing. The Developer reserves the right to give a written waiver from any provision of these restrictive covenants.

3. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty-one (21) years, after recording, at which time said covenants shall terminate unless by a vote of the majority of the then owners of the Subdivision Lots it is agreed to keep said covenants from terminating 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. Notwithstanding the termination of the covenants, the provisions of Article II shall remain applicable so long as the Association referred to thereunder remains in existence to maintain the Common Area.

4. 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 Article III, paragraph 3, it shall be lawful for the Association or any other person or persons owning any other Lot(s) in the 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 remedies for such violation. The prevailing party in such action may be allowed to recover costs, expenses and reasonable attorney's fees from the other party.

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

Dated this _____ day of _____ 2016.

DEVELOPER CBD, LLC

By _____
Jeff Clark, Member and Manger

STATE OF IOWA)
)SS:
JOHNSON COUNTY)

This instrument acknowledged before me this ___ day of _____ _____,2016 by Jeff Clark, Member and Manager of CBD, LLC.

_____
Notary Public in and for said State